

REGULAR MEETING  
SEPTEMBER 28, 2015

IN CITY COUNCIL  
ABSENT:

CONVENED:  
ADJOURNED:

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2015 SEP 24 P 12:54

1. Minutes, City Council Meeting, September 14, 2015.
2. PUBLIC HEARING On the Petition of Verizon New England Inc. to place two 4" conduits on the northeasterly side of Ames St. beginning at Pole T.20½, located on the northeasterly side of Ames St., then running in a northwesterly direction a distance of approximately 495' to handhole #1, located on the northeasterly side of Ames St., & then continuing in a northwesterly direction a distance of approximately 535' to a point on the northeasterly side of Ames St., Order No. 15-1006310.
3. Communication from the Mayor re: Grant Acceptance in the amount of \$135,000.00 from the Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Mental Health, to continue funding the Police Department's Jail Diversion Program in conjunction with Advocates, Inc., and a gift of \$850.00 from Marlborough Savings Bank to be utilized for the upcoming Police K-9 Street Tactics seminar.
4. Communication from the Mayor re: Board of Health Memorandum of Understanding between City of Marlborough and the Latino Health Insurance Program, Inc.
5. Communication from the Mayor re: Order of Acceptance of Layout of LaCombe St. as a Public Way and Eminent Domain Order of Taking; Quitclaim Deed for LaCombe St. Cul-de-Sac and Easements, X14-1005847A.
6. Reappointment of Priscilla Ryder as Conservation Officer for a term of three years to begin upon date of City Council approval.
7. Communication from City Clerk, Lisa Thomas, re: Preliminary Municipal Election Call.
8. Minutes, Recreation Commission, April 8, 2015.
9. Minutes, Planning Board, July 27, & August 24, 2015.
10. Minutes, Conservation Commission, August 20, & September 3, 2015.
11. Minutes, Zoning Board of Appeals, August 18 & September 8, 2015.
12. Minutes, Traffic Commission, July 28, and August 25, 2015.
13. CLAIMS:
  - a. Dan Ward, 23 Parkerville Rd., Southborough, MA 01772, pothole or other road defect.
  - b. Andrian Torres Jr., 688 Boston Post Rd. East, #301, other property damage.
  - c. WeCare Environmental LLC, 856 Boston Post Rd. East, other property damage.

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

**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.**



**CITY OF MARLBOROUGH  
OFFICE OF CITY CLERK**

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

**SEPTEMBER 14, 2015**

Regular meeting of the City Council held on Monday, SEPTEMBER 14, 2015 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Oram, Ossing, Robey, Delano, Elder, Tunnera, Irish and Landers. Absent: Page. Meeting adjourned at 9:01 PM.

**Council President Clancy recognized the two new Police Officers, Benjamin Gelb and Kristin Walls. Police Chief Leonard noted that the third officer Zach Attaway was unable to attend.**

**ORDERED:** That the Minutes of the City Council meeting AUGUST 24, 2015, **FILE**; adopted.

**ORDERED:** That the Building Department transfer request in the amount of \$8,000.00 which moves funds from Temporary Local Inspector to Assistant Wiring Inspector to fund assistant inspectors for electrical inspections, refer to **FINANCE COMMITTEE**.

CITY OF MARLBOROUGH										
BUDGET TRANSFERS -										
DEPT:		Building Department				FISCAL YEAR:		2016		
FROM ACCOUNT:						TO ACCOUNT:				
Available										Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:		Balance
\$54,727.87	\$8,000.00	12410004	50265	Temporary Local Inspector	\$8,000.00	12410001	50970	Asst Wiring Inspector		\$2,450.00
	Reason:	Position recently filled. Funds available.				High volume of inspections due to various projects				
	\$8,000.00	Total			\$8,000.00	Total				

**ORDERED:** Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$49,219.72 from the Commonwealth of Massachusetts, Executive Office of Public Safety and Security, FY2016 State 911 Department Training Grant and EMD/Regulatory Compliance Grant Program, a reimbursement grant for the Police Department to offset personnel costs associated with the Public Safety Dispatching Center and overtime costs relevant to mandated Emergency Dispatching Protocols; adopted.

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the two Grant Awards in the amounts of \$4,000.00 and \$5,000.00 respectively from Baypath Elder Services for the Council on Aging to offer a new transportation program utilizing the bus recently acquired through the Massachusetts Department of Transportation and to fund the Portuguese and Latino Outreach programs, including ESL classes, enrichment opportunities, as well as exercise and wellness programs; adopted.

ORDERED:

**Council on Aging Revolving Fund**

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 of the Mayor, does to be effective during fiscal year 2016, authorize a revolving fund to be utilized by the Council on Aging. It is further ordered that:

(a) receipts credited to the fund shall be limited to donations to the Council on Aging/Senior Center; and

(b) expenditures from said fund shall be limited to Council on Aging/Senior Center programming; and

(c) the Executive Director of the Council on Aging shall be the only officer authorized to approve expenditures from the same; and

(d) no more than forty thousand dollars (\$40,000.00) shall be expended during Fiscal Year 2016, unless otherwise authorized by the Mayor and City Council; and

(e) the Executive Director of the Council on Aging shall prepare a year-end report identifying funds received, funds expended, description of expenditures, and year-end balance; and

(f) the provisions of this order shall not be changed unless approved by the Mayor and City Council.

Refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the Supreme Judicial Court Decision on Residency Restrictions for Sex Offenders, refer to **OPERATIONS AND OVERSIGHT COMMITTEE AND REQUEST THAT THE COMMUNICATION BE REFERRED BACK TO THE MAYOR TO AMEND THE COMMUNICATION SO THAT ALL COUNCILORS CAN SIGN AND ENDORSE THE ORDINANCE**; adopted.

ORDERED: That the Communication from the Mayor re: Marlborough and Northborough Intermunicipal Agreement related to shared use of Marlborough's Westerly Wastewater Treatment Facility, **FILE**; adopted.

ORDERED: That the Communication from City Solicitor Rider re: Review of language for various conditions concerning Marlborough Hills Open Space Trail System, Order No. 15-1006295, **MOVE TO REPORTS OF COMMITTEE**; adopted.

ORDERED: That the Communication from City Solicitor Rider re: Comprehensive Permit for Brookview Village (aka Talia), Public Walking Trail Easement, X14-1005759, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That there being no objection thereto set **MONDAY, SEPTEMBER 28, 2015** as the date for a **PUBLIC HEARING** On the Petition from Verizon New England Inc. to place two 4" conduits on the northeasterly side of Ames St. beginning at Pole T.20½, located on the northeasterly side of Ames St., then running in a northwesterly direction a distance of approximately 495' to handhole #1, located on the northeasterly side of Ames St., & then continuing in a northwesterly direction a distance of approximately 535' to a point on the northeasterly side of Ames St., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Minutes, School Committee, June 23 & August 25, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Conservation Commission, July 16, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Board of Assessors, April 29, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Library Board of Trustees, June 23, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Traffic Commission, June 23, 2015, **FILE**; adopted.

ORDERED: That the Minutes, License Board, January 13, February 25, March 13, March 25, April 29, May 27, June 24, July 22, and August 20, 2015, **FILE**; adopted.

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

- a. Arleen & Jeffrey Stoller, 98 Linda Circle, other property damage.
- b. Michael Cappadona, 15 Greenwood St., other property damage.
- c. Gary Morse, 89 Plymouth St., other property damage.

#### Reports of Committees:

Councilor Oram reported the following out of the Open Space Committee:

Meeting Name: City Council Open Space Committee

Date: September 8, 2015

Time: 6:00 PM

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

Convened: 6:03 PM

Adjourned: 6:29 PM

Present: Chairman Oram; Open Space Committee Member Councilors Delano and Elder; Councilors Clancy, Landers, and Robey

Also Present: Priscilla Ryder, Conservation Officer, City of Marlborough; William Park, SMMA

**Order No. 14-1006295: Communication from Brian Lawlor, PE on behalf of Atlantic Marlborough Realty, LLC re: submission of plans for an open space trail system within the Marlborough Hills mixed-use development.**

## Reports of Committees cont'd:

Priscilla Ryder, Conservation Officer for the City of Marlborough, provided an overview of the 26.2 mile Panther Trail including the portion to be constructed by Atlantic-Marlboro Realty, LLC as part of their Development Agreement with the City of Marlborough. William Park, of SMMA, on behalf of Atlantic Management summarized their portion of trail in the Marlborough Hills Development including its location, safety markings and materials of construction.

Chairman Oram requested conditions as noted by Ms. Ryder be included in the approval of the Open Space Trail system within the Marlborough Hills Mixed-use Development. The conditions were as follows:

1. Prior to construction confirmation that an agreement between TJX and Atlantic Management has been reached shall be provided to the Conservation Officer.
2. Per condition 3 of the Development Agreement between Atlantic-Marlboro Realty, LLC and the City of Marlborough - dated: May 13, 2013, once the trail is constructed an easement plan showing the trail location and easement language shall be provided by the developer to the City Council for acceptance. This easement language as outlined in the agreement states: "It is the intention of the parties that, to the fullest extent permitted by law, these easements constitute an "interest in land" under M.G.L. Chapter 21 Section 17C and the parties hereto shall be afforded all the rights, protection and privileges and benefits granted thereunder." This shall be submitted on or before December 1, 2015.
3. The developer will work with the Conservation Officer to add appropriate signage to the trail where it becomes a part of the city wide Panther Trail.

**Motion made by Councilor Delano, seconded by the Chair, to approve with conditions as noted by Conservation Officer Priscilla Ryder and sent to the Legal Department for review. The motion carried 3-0.**

**Motion made by Councilor Delano, seconded by the Chair, to request a suspension of the rules at the September 14, 2015 City Council meeting to act upon it that evening. The motion carried 3-0.**

**Motion made by Councilor Delano, seconded by the Chair, to adjourn. The motion carried 3-0. The meeting adjourned at 6:29 PM.**

## Reports of Committees cont'd:

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

Meeting Name: City Council Urban Affairs Committee

Date: September 8, 2015

Time: 5:00 PM

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

Convened: 5:05 PM

Adjourned: 5:58 PM

Present: Chairman Delano; Urban Affairs Committee Members Councilors Elder, Landers, and Tunnera; Councilors Clancy and Robey

Absent: Councilor Page

Also Present: Tim Cummings, Executive Director, Marlborough Economic Development Corporation (MEDC)

**Order No. 15-1006292: Communication from the Mayor together with Application to the Massachusetts Permit Regulatory Office to designate several Marlborough properties as 43D Priority Development Sites. Enacted in 2006, Chapter 43D Local Expedited Permitting enables communities to designate applicable properties at Priority Development Sites which offers a maximum of 180 days for the local permitting process. Several locations in Marlborough already enjoy the benefits of being a 43D site, such as access to additional grants and incentives. The Mayor proposes to include the following additional properties under Chapter 43D: 17 East Main Street; 15 East Main Street; 15 Sawin Street. Submitting these locations as a 43D Site will allow the City to target this area, through a streamlined local permitting process, specifically for economic development. In addition, 25 East Main Street is a city-owned parcel. Also, a second application to designate additional properties is anticipated upon completion of the application with property owners. Tim Cummings, Executive Director of Marlborough Economic Development Corporation (MEDC) provided a brief overview of priority 43D sites to the Urban Affairs Committee. The term 43D was developed by the Commonwealth of Massachusetts to identify and prioritize sites where permitting can be expedited. The Commonwealth considered prioritized permitting to be 180 days which is routine in Marlborough. Mr. Cummings submitted grants to the MassWorks Infrastructure Program and used the 43D designation procedure as a way to gain additional points on the grant applications. **Motion made by Councilor Elder, seconded by Chair, to approve the application. The motion carried 4-0.****

**Motion made and seconded to adjourn. The motion carried 4-0. The meeting adjourned at 5:58 PM.**

**Suspension of the Rules requested-granted**

ORDERED:

**CONFIRMATORY ORDER OF TAKING BY EMINENT DOMAIN**

By confirmatory vote and nunc pro tunc, the City Council of the City of Marlborough affirms that by certain Orders of the Common Council of the City of Marlborough, including without limitation Orders No. 10991 and 11005 of 1916, the City took by eminent domain the fee interest in the lands therein described, being approximately from Phelps Street to Ash Street, for the purpose of establishing the system of sewage and sewage disposal, **APPROVED**; adopted.

**Suspension of the Rules requested-granted**

ORDERED: That the Marlborough Hills Open Space Trail system, **APPROVED**; adopted **WITH FOLLOWING CONDITIONS**:

1. Prior to construction of the open space trail system, Atlantic-Marlboro Realty LLC ("the LLC") shall provide written confirmation to the Conservation Officer that an agreement between the LLC and TJX Companies, Inc. ("TJX") has been reached for a portion of the trail to cross the TJX's property.
2. After construction of the open space trail system, and pursuant to Section 3 of the Development Agreement between the LLC and the City of Marlborough dated July 22, 2013, the LLC shall submit to the City Council for its acceptance both an easement plan showing the as-built trail location as well as easement language. This easement language shall include the statement set forth in Section 3 of the Agreement: "It is the intention of the parties that, to the fullest extent permitted by law, these easements [sic] constitute an 'interest in land' under M.G.L. Chapter 21 Section 17C and the parties hereto shall be afforded all the rights, protection and privileges and benefits granted thereunder." The LLC shall submit the easement plan and the easement language on or before December 1, 2015.
3. The LLC shall work with the Conservation Officer to add appropriate signage to the open space trail system where it becomes a part of the City-wide Panther Trail.

**Suspension of the Rules requested-granted**

ORDERED: That the Communication from the Mayor regarding submission of applications to the Massachusetts Permit Regulatory Office to designate several Marlborough properties as 43D Priority Development Sites to now include the following sites:

17 East Main

15 East Main

15 Sawin Street

**APPROVED**; adopted.

ORDERED: That the Application for Livery License, Jose Heredia, d/b/a Alex Transportation, 110 Boston Post Rd. East, **APPROVED**; adopted.

ORDERED: That the Petition of NGrid to install 3" conduit and install new #2 AL cable throughout Miles Standish residential development along the route of the existing cable due to numerous cable failures, **APPROVED**; adopted **WITH THE FOLLOWING CONDITIONS**:

1. A street opening permit must be applied for by the proposed contractor performing the work.
2. A proper staging area is to be located/acquired before work commences material and equipment is not to be parked/stockpiled within the city right of way.
3. The contractor is to ensure residents are always able to enter and exit their driveways (have necessary steel plating on site and accessible).
4. Ensure construction safety controls are established (signage, drums, police details, etc...) and are in accordance with the latest MUTCD standards.
5. Trench backfilling, compacting, temporary, and final paving are to be done in accordance with the City of Marlborough standard trenching details.
6. Trenches are to be paved or completely backfilled and compacted at the end of each work day. Trenches are never to be left unattended.
7. Post construction loaming and seeding are to be done in accordance with the 1995 MHD Standard Specifications sections 751 & 765.
8. Proposed utility pole(s) shall not put any sidewalks or sidewalk ramps into non-compliance with current ADA standards.

In addition to the standard conditions, the following conditions apply:

1. After all utilities are marked in the field, minor modifications to this plan may be necessary. Any infrastructure to be located within the paved portion of the road, or where it conflicts with City infrastructure, is subject to final approval by DPW.
2. It is National Grid's responsibility to ensure that all necessary private easements are in place prior to construction and that all private property be repaired properly when construction is complete.
3. There are a number of ground mounted transformers proposed as part of this project. Most of these transformers are located at property lines in an effort to minimize aesthetic impacts to homes. Several transformers are proposed closer to homes or in front of homes. National Grid should provide an explanation of why these transformers are required to be located at these locations and provide visual screening as possible.



**Suspension of the Rules requested—granted to allow the Communication from Assistant City Solicitor Panagore-Griffin regarding Site Plan Permit from Mammoth Development Co., LLC, 70 Simarano Dr. in proper form, to be entered into record.**

ORDERED:

**Site Plan Permit # SC-2015-0005**  
**Site Plan Approval with Conditions**

**Applicant:** Mammoth Development Company LLC, 1300 Belmont Street, Brockton, MA 02301-4439

**Property Owner:** Atlantic-Marlboro Realty LLC, 205 Newbury Street, Framingham, MA 01701

**Location:** 70 Simarano Drive (the “Site”) being shown as Lot 1D-1 shown on a plan entitled: “The Learning Experience Child Development Center Lot 1D-1 Simarano Drive Marlborough, MA 01752” prepared by Allen & Major Associates, Inc., dated July 10, 2015

**Zoning District:** Industrial (I) underlying district and Results Way Mixed Use Overlay District (RWMUOD)

**Plans:** The following Site Plan Approval Final Conditions are based on the plans and notes entitled: “The Learning Experience Child Development Center Lot 1D-1 Simarano Drive Marlborough, MA 01752” prepared by Allen & Major Associates, Inc., Notes & Abbreviations ABB-1, Notes ABB-2, Existing Conditions EX-1, Site Preparation Plan C-1, Layout & Materials Plan C-2, Overall Grading & Drainage C-3A, Detailed Grading & Drainage C-3B, Utility Plan C-4, Erosion Control Plan C-5, Landscape Plan C-6A, Landscape Notes C-6B, Site Lighting Plan C-7, Details D-1, Details D-2, Details D-3, Building Floor Plan SA-1.1, Building Elevations SA-2.2, dated July 10, 2015, last revised August 18, 2015

**SITE PLAN APPROVAL FINAL CONDITIONS:**

**A. Site Conformance:**

Construction of the Site shall be in conformance with the above plans and with the provisions of Chapter 270 of the Code of the City of Marlborough.

**B. Preconstruction Meeting:**

Prior to construction, a preconstruction meeting shall be held on-site with the Building Commissioner, City Engineer, Conservation Officer, and site contractor responsible for doing the work. At this meeting the departments will review the plans, conditions, exchange contact information including emergency contact numbers, and inspect erosion controls.

**C. Stormwater:**

1. The site contractor and person who is responsible for the Stormwater Pollution Prevention Plan and the NPDES general permit shall also be responsible for weekly reporting during construction via e-mail to the Conservation Officer and the City Engineer, which reporting shall summarize the work that has been completed and compliance of the project with the site preparation and erosion control plan - see sheet C-5. These weekly reports shall begin as soon as the work begins on the Site.
2. The Applicant, Property Owner, and site contractor shall be responsible for notifying the Conservation Officer in an expeditious manner if there is any visible siltation to the existing drainage system. Immediate measures shall be taken to control the siltation source and to restore any impacted areas.
3. Prior to the issuance of the Certificate of Occupancy, the Applicant shall provide the City Engineer and the Conservation Officer with the final Stormwater Management maintenance plan as outlined in the project's drainage report. The name, address, and phone number of the contact person who will be in charge of authorizing the annual maintenance shall be provided to the Conservation Officer.
4. An annual maintenance report shall be provided to the City Engineer and the Conservation Officer by June 1<sup>st</sup> of each year reporting on the maintenance and operation procedures, outlined in the Stormwater Management Maintenance Plan, which have been met for that year. This reporting requirement will follow the issuance of an Occupancy Permit.

**D. Landscaping:**

1. All modifications to the Landscape Plans related to changes to the kind, size and placement of plant material shall receive the prior written approval of the Conservation Officer and shall be considered a minor change.
2. Prior to the final signoff, the Conservation Officer shall confirm by a site visit that the planting has been installed according to the approved Landscape Plans, or a revision of the Landscape Plans previously approved by the Conservation Officer.
3. Following 18 months of the final signoff of the site work, any plant material that has died or is dying shall be replaced by the Property Owner with a species of the same kind and size.
4. Any large rocks or boulders encountered while excavating the Site shall be disposed of properly either on- or off-site, but in no event shall they be buried on-site.
5. Installation of mulch at the time of planting and thereafter shall be placed so that the mulch is not in contact with the trunk of newly planted trees and shrubs as shown on the details on the Landscaping Plan C-6B.

6. Landscaping will be properly maintained, replaced if necessary, and kept in good condition and in compliance with the Landscape Plans at all times.

**E. Building Permit Issuance and Review:**

Prior to the issuance of a Building Permit for the building to be located on the Site, Applicant shall pay to the City of Marlborough, in addition of any permit fees or costs, seven thousand five hundred dollars (\$7,500.00) for the purpose of the Building Commissioner engaging the services of a third party consultant to review the building permit application, review reports and associated reviews incidental to the building permit, and to conduct inspections of the work performed under the building permit to include, but not limited to, inspection and review of fire blocking and fire stopping penetrations throughout the building, and to report findings to the Building Commissioner.

**Prior to Issuance of Occupancy Permit:**

1. An as-built plan must be submitted to the City Engineer for review prior to issuance of an Occupancy Permit or Temporary Certificate of Occupancy. The as-built plan shall be prepared in accordance with the As-built Plan Standards established by the City Engineer, which standards may be found on the website for the City of Marlborough.
2. Work as provided for on the approved site plans shall be carried into effect and completed within three (3) years following the date of issuance of the Building Permit, unless the City Council has granted an extension of time for completion of the work in writing.
3. The City Council hereby retains jurisdiction over all signage of the Project (pursuant to Section 650-33(H)(1) of the Code of the City of Marlborough), to the extent such signage requires a sign permit under the Sign Ordinance. The final design, material, dimensions, content, and location of all such signage, including any freestanding entry signs and the project's internal signage, shall be subject to further review and sign permit approval from the City Council.

**F. General Provisions:**

1. Construction Control: Due to the size of the building, the construction of the building is governed by the Construction Control provisions of the Massachusetts State Building Code, as amended.
2. Use of Crushed Stone: Crushed stone shall be placed around the perimeter of the building to reduce exposure to fire due to lit smoking material.

3. Proposed Sign: As presented to the City Council, there will be signage installed on Simarano Drive, in conformance with the Sign Ordinance of the City of Marlborough without variance, which shall be replaced within three (3) years of its installation with a monument sign designed and installed by the Property Owner in accordance to requirements by the City Council. The Applicant shall install traffic and safety signage in compliance with the Manual on Uniform Traffic Control Devices as noted on the plan.
4. Minor Changes: The City Council delegates to the Building Commissioner the authority to approve minor site plan changes to the approved Plans.
5. Enforcement: The City Council designates the Building Commissioner as the enforcing authority to bring enforcement actions for violations of this permit.
6. Parking Areas: (i) Parking areas will be swept at a minimum semiannually, or more frequently if needed. (ii) Pursuant to the provisions of M.G.L c. 90, section 18, the Applicant shall submit a written request and grant of authority to the Marlborough Traffic Commission to promulgate legally enforceable rules and regulations for the control of on-site traffic and parking. The Applicant shall be responsible for providing, installing and maintaining all signage and/or markings required by the Marlborough Traffic Commission. Such signage and/or markings shall meet the standards of the Manual of Uniform Traffic Control Devices.
7. Local Job Fair: In order to promote local jobs for local residences, the Applicant shall ensure that its tenant, the operator of the day care center, will hold a Local Job Fair and to give preference, where practical and reasonable, to residents of the City of Marlborough.
8. Prohibition of Cell Towers: Except for the sole benefit of the public safety departments, the school district, the public works department, and other departments of the City of Marlborough with the approval of the City Council, no wireless communication tower or device is permitted on the Site outside the building.
9. Address on Signage: Signage for the site shall include the entire street address which is 70 Simarano Drive.

**APPROVED**; adopted.

**ORDERED**: That the Appointment of David Morticelli to the Community Development Authority for a term of two years to expire from date of City Council approval, **APPROVED**; adopted.

**ORDERED**: That the Reappointment of Brian Doheny as Comptroller/Treasurer for a term of three years, **APPROVED**; adopted.

**Suspension of the Rules requested by Councilor Robey to add an item to the agenda, Order No. 15-1006251, which was tabled in committee and is the Communication from Council President Clancy regarding the best way to legally proceed pertinent to the vacated City Council seat – SUSPENSION GRANTED.**

Councilor Ossing requested to be recorded in opposition.

Councilor Robey indicated that this item was tabled in committee and she would like to move it from committee and back to the city council for discussion.

Councilor Clancy addressed the body regarding his Order and the options available to the body, explaining that he has discussed the vacant seat with numerous ex-councilors who are willing to serve and who are not running for election. He stated that he would be recommending Robert Katz to fill the vacated seat and that Councilor Katz is willing to step forward and fill the seat for the remainder of 2015.

Councilor Delano stated there is a motion on the floor to nominate Robert Katz; Councilor Elder seconded the motion.

Councilor Robey stated her motion was to remove the order from Legislative and Legal Affairs and bring it back to the full City Council. President Clancy stated that the motion has been made and seconded for discussion.

Councilor Oram opposed the process and made a motion to table. MOTION DOES NOT CARRY

President Clancy called a recess at 8:58 PM and returned to open meeting at 9:00 PM.

**MOTION made by Councilor Delano to table – ADOPTED**

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:01 PM.



# IN CITY COUNCIL

Marlborough, Mass., SEPTEMBER 14, 2015

**ORDERED:**

That there being no objection thereto set **MONDAY, SEPTEMBER 28, 2015** as date for a **PUBLIC HEARING** On the Petition from Verizon New England Inc. to place two 4" conduits on the northeasterly side of Ames St. beginning at Pole T.20½, located on the northeasterly side of Ames St., then running in a northwesterly direction a distance of approximately 495' to handhole #1, located on the northeasterly side of Ames St., & then continuing in a northwesterly direction a distance of approximately 535' to a point on the northeasterly side of Ames St, be and is herewith refer to **PUBLIC SERVICES COMMITTEE**.

ADOPTED

ORDER NO. 15-1006310



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2015 SEP 24 A 11:06

*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 Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

September 24, 2015

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:

Enclosed for your acceptance, please find a grant in the amount of \$135,000 and a gift in the amount of \$850 for the Marlborough Police Department.

The grant in the amount of \$135,000 was awarded by the Department of Mental Health and will be used to continue funding the Police Department's Jail Diversion Program in conjunction with Advocates, Inc. for the next three fiscal years. The award will be spread out evenly over the next three fiscal years: \$45,000 for FY 2016, \$45,000 for FY 2017, and \$45,000 for FY 2018.

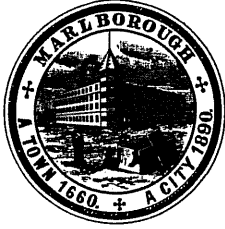
Also enclosed is a gift in the amount of \$850 that was awarded by Marlborough Savings Bank to be used for the upcoming Police K-9 Street Tactics seminar being held October 5 to October 7 in New York. The donation will cover the cost of the seminar and lodging accommodations for the officer and K-9.

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

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosure



# 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

September 21, 2015

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$135,000 from the Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Mental Health. The grant will be used to continue funding our Jail Diversion Program, in conjunction with Advocates, Inc. for the next three fiscal years. The grant award is \$45,000 for FY16, \$45,000 for FY17, and \$45,000 for FY18.

Attached is a completed Notification of Grant Award form, and a letter from DMH awarding us the funds, and a copy of the grant award 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: 17-Aug-15

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: Jail Diversion Grant

GRANTOR: Comm. Of Mass, Department of Mental Health

GRANT AMOUNT: \$135,000  
(\$45,000 for the next 3 fiscal years)

GRANT PERIOD: FY16, FY17, FY18 \$45,000 each year

SCOPE OF GRANT/  
ITEMS FUNDED To fund Jail Diversion Program  
Full time clinican coverage for the police department's jail diversion program.  
Funding will be used for clinician's services and associated costs.  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IS A POSITION BEING  
CREATED: No. Advocates, Inc. will provide a clinician for the JDP program. The grant funds  
will be used to pay for the clinician, and Advocates, Inc. will invoice the city monthly.

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

ARE MATCHING CITY  
FUNDS REQUIRED? No

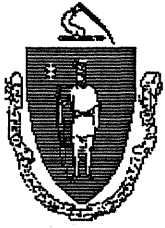
IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:  
\_\_\_\_\_  
\_\_\_\_\_

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 Health and Human Services*

*Department of Mental Health*

*25 Staniford Street*

*Boston, Massachusetts 02114-2575*

**CHARLES D. BAKER**  
*Governor*

**KARYN E. POLITO**  
*Lieutenant Governor*

**MARYLOU SUDDERS**  
*Secretary*

**JOAN MIKULA**  
*Commissioner*

(617) 626-8000  
[www.mass.gov/dmh](http://www.mass.gov/dmh)

July 31, 2015

Mark Leonard  
Chief of Police  
City of Marlborough Police Department  
355 Bolton Street  
Marlborough, MA 01752

Re: Request for Response for Crisis Intervention Team (CIT) Training and Programs, CIT Training and Technical Assistance Centers, and Other Innovative Police-Based Behavioral Health Jail Diversion/Jail Prevention Program Grant(s):  
BD-15-1022-DMH07-7110F-00000003496

Dear Chief Leonard:

Thank you for your City's thoughtful Jail Diversion Program proposal in response to the above RFR. I am pleased to inform you that the Department has decided to award the City of Marlborough a Jail Diversion Program grant in the amount of \$45,000 for FY16 (7/1/2015 to 6/30/2016) \$45,000 for FY 17 (7/1/16 to 6/30/17) and \$45,000 for FY18 (7/1/17 to 6/30/18). This grant has potential for renewal for FY 19, FY 20, FY21, FY22 and FY23. The renewals as well as funding for the initial years are subject to the availability of appropriations. The grant award is contingent upon the City accepting the payment schedule outlined below.

This payment schedule was discussed with you and agreed to on 6/22/15.

Grant payments will be made by DMH as follows upon its receipt and acceptance of the deliverables below and as outlined in the enclosed Attachment A:

Payment	Deliverables As Specified in Sec. 3.1.5, 3.1.12 of the RFR
<p>FY16, FY17 and FY 18 Awards:                      Quarterly payments of total award to be invoiced in the months of September, December, March and June, reflecting the preceding quarter.</p>	<ul style="list-style-type: none"> <li>• Required data submitted on data reporting forms and/or data entry into the DMH Statewide Jail diversion Database as outlined in the RFR</li> <li>• Quarterly Summary as outlined in the RFR (depending on the program model type) summarizing the prior three months program activities, including any noteworthy changes/trends, trainings, staffing changes, changes to program operations and community outreach provided</li> <li>• Evidence of funds expended on items, services, equipment, etc., if budgeted.</li> </ul>
<p>FY 19, FY 20, FY21, FY22 and FY23 Awards Subject to renewal:                      Quarterly payments of total award to be invoiced in the months of September, December, March and June, reflecting the preceding quarter.</p>	<p>Provision of required data, completion of quarterly reports, documentation of budgeted expenses disbursed and demonstrated need for ongoing support in operation of program activities that coincide with the goals outlined in the RFR.</p>

The payment schedule has been incorporated into the enclosed addendum to the grant, Attachment A. If The City of Marlborough accepts the terms of the addendum, please have a signatory authority for the City notify the DMH Area Forensic Director, Dr. Stephen DiLisi in writing as indicated below by August 6, 2015. Upon receipt of such acceptance, the Department will then execute the contract with the addendum and send you a copy.

You may contact Dr. DiLisi, the local DMH Area Forensic Director, at (508)616-2324 or at [stephen.dilisi@massmail.state.ma.us](mailto:stephen.dilisi@massmail.state.ma.us) regarding questions about this grant. Maureen Giacchino is the DMH fiscal contract manager in our Central Office and can be reached at 617-626-8006.

Thank you again for your proposal. We look forward to working with you.

Sincerely,



Brooke Doyle,  
 Deputy Interim Commissioner  
 Mental Health Services

MASSACHUSETTS DEPARTMENT OF MENTAL HEALTH

Attachment A  
Contractual Addendum

**BD-15-1022-DMH07-7110F-00000003496**

**Training and Technical Assistance Centers, CIT Programs and Other Innovative Police-Based Behavioral Health Jail Diversion Program Grant**

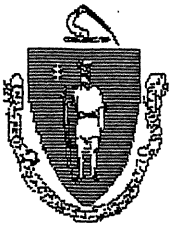
Quote QT-1022-DMH08-8220A-00000006221 – City of Marlborough

Activities:

- The Contractor will perform of all activities included in the contractor’s response to the RFR and any as amended by written agreement by both parties during the terms of the contract.
- If/when applicable, the Contractor will describe in writing any proposed changes to the planned program activities or policy development plan and explain why such changes are anticipated to improve the program

Payment Schedule:

Payment	Deliverables As Specified in Sec. 3.1.5, 3.1.12 of the RFR
FY16, FY17 and FY 18 Awards: Quarterly payments of total award to be invoiced in the months of September, December, March and June, reflecting the preceding quarter.	<ul style="list-style-type: none"><li>• Required data submitted on data reporting forms and/or data entry into the DMH Statewide Jail diversion Database as outlined in the RFR</li><li>• Quarterly Summary as outlined in the RFR (depending on the program model type) summarizing the prior three months program activities, including any noteworthy changes/trends, trainings, staffing changes, changes to program operations and community outreach provided</li><li>• Evidence of funds expended on items, services, equipment, etc., if budgeted.</li></ul>
FY 19, FY 20, FY21, FY22 and FY23 Awards Subject to renewal: Quarterly payments of total award to be invoiced in the months of September, December, March and June, reflecting the preceding quarter.	Provision of required data, completion of quarterly reports, documentation of budgeted expenses disbursed and demonstrated need for ongoing support in operation of program activities that coincide with the goals outlined in the RFR.



# The Commonwealth of Massachusetts

Executive Office of Health and Human Services

Department of Mental Health

25 Staniford Street

Boston, Massachusetts 02114-2575

CHARLES D. BAKER  
Governor

KARYN E. POLITO  
Lieutenant Governor

MARYLOU SUDDERS  
Secretary

JOAN MIKULA  
Commissioner

(617) 626-8000  
www.mass.gov/dmh

**FY 2016**

**Approved Contract**

DATE: 8/19/15

VENDOR: City of Marlborough - Police Department

PROGRAM: Jail Diversion

SC #: SCDMH822016081610000

Please find enclosed an approved copy of your FY2016 contract with the Department of Mental Health, Central Office.

If you should have any questions, please feel free to call me @ 617/626-8006.

*Maureen Giacchino*  
Maureen Giacchino  
Contract Manager

FY16	7/1/15 - 6/30/16	\$45,000. <sup>00</sup>
FY17	7/1/16 - 6/30/17	45,000. <sup>00</sup>
FY18	7/1/17 - 6/30/18	45,000. <sup>00</sup>
		<u>\$135,000.<sup>00</sup></u>

Enclosure

# 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/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> (and d/b/a): <b>City of Marlborough Police Department</b>	<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Mental Health <b>MMARS Department Code:</b> DMH
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 355 Bolton St., Marlborough, MA 01752	<b>Business Mailing Address:</b> 25 Staniford Street, Boston MA 02114
<b>Contract Manager:</b> Mark F. Leonard	<b>Billing Address (if different):</b>
<b>E-Mail:</b> mleonard@marlborough-ma.gov	<b>Contract Manager:</b> Maureen Giacchino
<b>Phone:</b> 508-485-1212 x6974 <b>Fax:</b> 508-624-6938	<b>E-Mail:</b> Maureen.giacchino@state.ma.us
<b>Contractor Vendor Code:</b> 046004428 VC6000192112	<b>Phone:</b> 617-626-8006 <b>Fax:</b> 617-626-8014
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD00 (Note: The Address Id Must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b> SC DMH 82201608161000 <b>RFR/Procurement or Other ID Number:</b> 2016-DMH-3024-01
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)
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. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION: (Check ONE option):</b> 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. <input type="checkbox"/> 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.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <b>135,000.00</b>	
<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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> 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.) <b>PER RFR SERVICES</b>  <b>APPROXIMATE SETTLEMENT FROM 7/1/15 - 8/31/15 = \$7500.00</b>	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of <b>7/1, 2015</b> , 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.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <b>4/30, 2018</b> , 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 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.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <b>4/30/15</b> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <b>Mark F. Leonard</b> Print Title: <b>Chief of Police, Marlborough</b>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <b>8/18/15</b> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <b>James Berosky</b> Print Title: <b>Director of Research</b>




---

**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 1099 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 Paying 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, s. 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, s.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, s.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 Paving 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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



"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.



# 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

September 21, 2015

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a gift in the amount of \$850 from the Marlborough Savings Bank. The bank has graciously donated these funds to be used for an upcoming Police K-9 Street Tactics seminar being held October 5-7 in New York. The donation will cover the cost of the seminar and lodging accommodations for the officer and K-9.

Attached is a completed Notification of Grant Award form, and a copy of the check. 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: 9/21/2015

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F, Leonard

NAME OF GRANT: Gift Award

GRANTOR: Marlborough Savings Bank

GRANT AMOUNT: \$850.00

GRANT PERIOD: October 5-7, 2015

SCOPE OF GRANT/ Police K-9 Training

ITEMS FUNDED Police K-9 Street Tactics Seminar, Oct. 5-7 , 2015

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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**



**Marlborough**  
SAVINGS BANK

Treasurer's Check

53-7075  
2113

September 16, 2015

175844

PAY TO THE ORDER OF \*Marlborough Police Department\*  
EIGHT HUNDRED FIFTY DOLLARS AND ZERO CENTS

\$850.00

DOLLARS

Memo: K-9 Fundraiser

\*IM

*Irma Matthews*

AUTHORIZED SIGNATURE

NOT VALID AFTER 6 MONTHS

⑈ 175844 ⑈ ⑆ 211370752 ⑆ 88 900107 9 ⑈



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2015 SEP 24 A 11:05

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 Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

September 24, 2015

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

**Re: Board of Health Memorandum of Understanding**

Honorable President Clancy and Councilors:

Enclosed for your review and approval please find a draft Memorandum of Understanding ("MOU") between the City of Marlborough and the Latino Health Insurance Program, Inc. ("LHIP").

As noted in the attached letter from Board of Health Executive Director Cathleen Liberty, this MOU will enable LHIP to refer Marlborough seniors at risk of falls to the City's community health worker. This referral program will enable the community health worker to contact the at-risk seniors and conduct a home assessment to reduce their risk of having a fall in their home.

The MOU has been reviewed by the City's Chief Procurement Officer Beverly Sleeper and the Legal Department.

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

Sincerely,

**Arthur G. Vigeant**  
Mayor



# CITY OF MARLBOROUGH

## BOARD OF HEALTH

140 Main Street, Lower Level  
Marlborough, Massachusetts 01752  
Facsimile (508) 460-3625 TDD (508) 460-3610

James Griffin, Chairman  
John Curran, MD, Vice Chairman  
Robin Williams, Member  
Tel (508) 460-3751

September 23, 2015

Dear Mr. Mayor,

The City of Marlborough is a member of the MetroWest Prevention & Wellness Partnership (PWTF) and one of only nine groups that were awarded grant funds to improve the health of residents with chronic diseases.

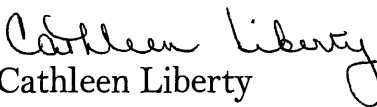
With these grant funds, the City of Marlborough hired a temporary community health worker who works directly with our citizens to offer home safety assessments, referrals to tobacco cessation programs, and to promote smoke-free housing.

However, the parties wish to further the clinical-community linkages goal of the PWTF by engaging in case management and referral of people with chronic conditions for assistance, as appropriate following protocols developed by PWTF with the Latino Health Insurance Program, Inc. (LHIP) a nonprofit, charitable corporation located at 276 Union Ave, 2d Floor, Framingham, Massachusetts 01702.

The community health worker for Marlborough will receive referrals from LHIP and be responsible for enrolling the referrals and sending status updates, as agreed by the parties. For each referral there will be a designated staff member to serve as a liaison to LHIP for care management and coordination.

In closing, a Memorandum of Understanding between the Latino Health Insurance Program, Inc. and the City of Marlborough has been submitted for City Council review and I am requesting that it be submitted to City Council for approval.

Sincerely,

  
Cathleen Liberty  
Director of Public Health

**MEMORANDUM OF UNDERSTANDING BETWEEN  
THE LATINO HEALTH INSURANCE PROGRAM, INC.  
and  
THE CITY OF MARLBOROUGH**

1. Purpose of Memorandum of Understanding

The parties enter into this Memorandum of Understanding under the grant from the Massachusetts Department of Public Health Prevention and Wellness Trust Fund ("PWTF"), to the Town of Hudson, to address chronic health conditions in the towns of Hudson, Framingham, Northborough, and the City of Marlborough. The goal of the PWTF is to improve the health of people living with chronic conditions in the towns of Hudson, Framingham, Northborough, and the City of Marlborough, through enhanced care coordination, increasing patient and family education, and establishing clinical-community linkages.

The parties wish to further the clinical-community linkages goal of the PWTF by engaging in case management and referral of people with chronic conditions for assistance, as appropriate, following protocols developed by PWTF.

This Memorandum of Understanding outlines the relationship between The Latino Health Insurance Program, Inc., and the City of Marlborough.

2. No Interference with Existing Agreements

This Memorandum of Understanding sets forth the agreement of the parties as to their rights and obligations under the PWTF and does not alter nor interfere with any existing agreements between the parties.

3. Description of the Parties

The Latino Health Insurance Program, Inc. is a nonprofit, charitable corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices at 276 Union Ave, 2<sup>nd</sup> Floor, Framingham, Massachusetts 01702. The Latino Health Insurance Program, Inc., has three primary goals; to offer Latinos a community-based, culturally-specific program for health insurance enrollment and maintenance; to connect clients to the appropriate health and health care services (including primary care, oral health services, and specialty care); to promote a more effective use of preventive services and to reduce chronic health conditions.

The City of Marlborough, a municipal corporation ("COMMUNITY PARTNER"); provides elder prevention services through referrals to the Community Health Worker.



4. Duration

The relationship between the parties as set forth in this Memorandum of Understanding shall begin on **August 3, 2015 and end on June 30, 2017**, unless terminated earlier as set forth in paragraph 11 of this Memorandum of Understanding. This Memorandum of Understanding is not automatically renewable, and may be renewed only upon the written agreement of the parties.

5. Responsibilities of the Latino Health Insurance Program, Inc. (LHIP)

- (a) Referrals: LHIP will refer patients with chronic conditions to COMMUNITY PARTNER, in accordance with established PWTF protocols. LHIP will designate a liaison to COMMUNITY PARTNER who will serve as the contact person for the coordination of case management, referrals and advocacy.
- (b) Medical File Confidentiality: LHIP will comply with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") with respect to Protected Health Information (PHI) and shall treat such information as confidential. LHIP will obtain and document patient consent before referring a patient to COMMUNITY PARTNER.

6. Responsibilities of COMMUNITY PARTNER

- (a) Programs: COMMUNITY PARTNER will host and operate [check all that apply]:
  - [ ] Chronic Disease Self-Management (CDSMP) courses in English
  - [ ] Tai Chi
  - [ ] MOB in English
  - [ x ] Home Safety Assessments
- (b) Referrals: COMMUNITY PARTNER will receive referrals from LHIP and be responsible for enrolling those referrals and sending status updates, as agreed by the parties, for each referral. COMMUNITY PARTNER will designate a staff member to serve as a liaison to LHIP for care management and coordination.

- (c) Medical File Confidentiality: COMMUNITY PARTNER will take all reasonable steps to preserve the confidentiality of PHI. LHIP will provide PHI to COMMUNITY PARTNER upon the receipt of the patient's signed authorization.
- (d) Impermissible Disclosure of PHI: If an impermissible disclosure of PHI occurs, COMMUNITY PARTNER agrees to inform LHIP of the disclosure, as soon as practicable after discovering the disclosure.

7. Mutual Responsibilities

- (a) Communication: The designated COMMUNITY PARTNER staff shall be accessible to LHIP staff by telephone and email during normal, weekday business hours. LHIP liaison(s) shall be available to COMMUNITY PARTNER by telephone and email during normal, weekday business hours.
- (b) Data: LHIP and COMMUNITY PARTNER will work together to collect and share data throughout the course of the PWTF grant period. Program data will be reported following the confidentiality and data sharing protocols outlined in paragraphs 5(b) and 6(c) and (d) of this Memorandum of Understanding.
- (c) Program Evaluation: COMMUNITY PARTNER and LHIP will promptly and jointly develop evaluation protocols and engage in regular evaluation or program activities and outcomes as required by the PWTF. The parties agree to share outcomes when feasible, with patient consent, while safeguarding PHI.

8. No Partnership or Joint Venture

This Memorandum of Understanding shall not create a partnership or joint venture between the parties. Neither party may act as an agent, express or implied, for the other, nor may either party make any commitment, financial or otherwise, on behalf of the other. No employee of the LHIP shall be considered an employee of the COMMUNITY PARTNER. No employee of the COMMUNITY PARTNER shall be considered an employee of LHIP.

9. Indemnification and Hold Harmless Provisions

(a) Indemnification of the COMMUNITY PARTNER

LHIP agrees at all times during the operation of this Agreement to indemnify and hold harmless the COMMUNITY PARTNER against any liability, loss, damages or expenses that COMMUNITY PARTNER may sustain, incur, or be required to pay by reason of any person's personal injury, death, or property loss or damage sustained because of the negligent acts or omissions of LHIP, or any of its employees, officers, agents, volunteers, or representatives, in providing services under the terms of this Memorandum of Understanding, except that the provisions of this clause shall not apply to liabilities, losses, charges, costs or expenses caused solely or resulting solely from the negligent acts or omissions of the COMMUNITY PARTNER or any of the COMMUNITY PARTNER's employees, officers, agents, volunteers, or representatives.

10. Liability Insurance

During the operation of this Memorandum of Understanding, the COMMUNITY PARTNER shall maintain General Liability insurance in amount not less than \$1,000,000 per incident/\$2,000,000 per coverage period. LHIP shall be additional insured only with a limit to \$100,000 Occurrence/\$200,000 General Aggregate on such insurance policy per the municipal liability cap set forth in Chapter 258 of the Massachusetts General Laws. Within ten (10) days of the execution of this Agreement by the COMMUNITY PARTNER, the COMMUNITY PARTNER shall provide the LHIP with a certificate of insurance indicating the coverage as set forth in this paragraph, and indicating LHIP as an additional insured for the limits specified above. The policy of insurance referenced in this paragraph shall provide that the insurer will provide at least thirty (30) days' notice to LHIP if coverage is reduced, expires, or is cancelled. In the event that coverage is reduced, expires or is cancelled during the operation of this Agreement, the LHIP may pay the insurer directly to maintain the policy as in effect at the time of the notice of reduction, termination or expiration. The Partner may deduct the amount of the payment of the full or partial insurance policy premium, from money owed or to be owed, to the Grantee.

11. Termination

Either party may terminate this Memorandum of Understanding for any reason, without cause, upon thirty (30) calendar day's prior written notice to the other party. Written notice under this paragraph must be presented to the other party at the address set forth in paragraph 3 of this Memorandum of Understanding, by any of the following means:(a) Certified mail, return receipt requested; (b) By-Hand; (c) Overnight delivery via any mail or delivery service that provides the sender with a record of the date of receipt by the receiving party.

12. Applicable Law

This Memorandum of Understanding shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws provisions.

**THE LATINO HEALTH INSURANCE  
PROGRAM, INC., BY:**

**COMMUNITY PARTNER,  
CITY OF MARLBOROUGH BY:**

\_\_\_\_\_  
Signature

Milagros Abreu, President  
Name and Title

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

Arthur G. Vigeant, Mayor  
Name and Title

\_\_\_\_\_  
Date



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
15 SEP 24 A 11:05

*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 Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

September 24, 2015

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

**Re: Order of Acceptance of Layout of LaCombe Street as a Public Way and Eminent Domain Order of Taking; Quitclaim Deed for LaCombe Street Cul-de-Sac and Easements**

Honorable President Clancy and Councilors:

Enclosed please find a proposed Order of Acceptance of Layout of LaCombe Street as a Public Way and Taking by Eminent Domain. As you may know, the City owns the westerly portion of LaCombe Street, but the easterly portion and the cul-de-sac are privately owned. The privately owned easterly portion of LaCombe Street will be obtained by the City through the proposed eminent domain. A separate vote for an appropriation for the damages awards relating to the proposed taking is not necessary, since an appropriation is already available.

With respect to the cul-de-sac portion of LaCombe Street, Mr. Paul DiTullio of LaCombe Business Center, LLC has submitted to the City the attached Quitclaim Deed in fulfillment of his commitment to the Planning Board. The deed not only conveys the cul-de-sac, but it also conveys an appurtenant drainage easement and flow easements.

The Public Works Commissioner and the Engineering Division will be available to answer any specific questions relative to the project. In the meantime, if you have any questions, please do not hesitate to contact me.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures

**ORDERED:**

**Acceptance Of Layout Of LaCombe Street As A Public Way  
AND  
Eminent Domain Order of Taking**

WHEREAS, at a meeting of the City Council of the City of Marlborough held this \_\_\_ day of \_\_\_\_\_ 2015 it is ordered that the City Council, having determined and adjudicated that the common convenience and necessity require that LaCombe Street, Marlborough, MA, the westerly portion of its length being owned by the City of Marlborough (not including the cul-de-sac terminus) and the easterly portion of its length being a privately owned (including the entirety of the cul-de-sac terminus) all of which is laid out in the location hereinafter described and shown on Exhibit "A" hereto, having complied with all the requirements of law relating thereto, become a public way in the entirety of its length and width from Valley Street up to and including the cul-de-sac terminus, title for which cul-de-sac and title to the drainage easement and flow easements shown on Exhibit "A" having been granted to the City of Marlborough in a Quitclaim Deed from LaCombe Business Center, LLC, with a business address at 58 LaCombe Street, Marlborough MA, said deed to be recorded herewith at the Middlesex Couth County Registry of Deeds, did on the \_\_\_ day of \_\_\_\_\_ 2015 lay out such way under provision of law and it was voted following the report of said layout, to accept such way as laid out, effective upon recording of the taking by eminent domain herein; and at the same time;

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience, public welfare, and necessity require that the fee interest in the private portion of the length of LaCombe Street, being the easterly portion of said way as shown on Exhibit "A" hereto, the layout of said way having been accepted by the City Council as described herein, be taken for the purposes of a public way and for each and every municipal purposes including without limitation the repair, construction, maintenance, replacement, operation, alteration, removal, and improvement of public utilities and appurtenant structures, paving, curbs, sidewalks, fixtures, and appurtenant structures, and equipment located in, on, under, and through said way;

WHEREAS, the City Council of the City of Marlborough has determined that the public welfare, safety, and common convenience require that legal interests in certain portions of land located on LaCombe Street as more particularly described herein be taken for said municipal purposes, and for other municipal purposes, and that the taking by Eminent Domain is reasonable and necessary to carry out the aforementioned purposes; and,

WHEREAS, in order to promote the public welfare, safety, common convenience, and necessity, it is necessary to take by Eminent Domain the fee interests in the land for the purposes described herein; and,

WHEREAS, all preliminary requirements of Massachusetts General Laws Chapter 79 having been complied with;

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, and in the exercise of the power and authority conferred by said laws, does hereby take by Eminent Domain the fee simple interest in the following described land, including all trees and other vegetation thereon.

## DESCRIPTION OF LAND TAKEN

**1. Street address: 48 Valley Street, Marlborough, MA 01752**

Being a 2,566 S.F. portion of the property located at 48 Valley Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 50 on the Assessors' Map of the City of Marlborough, which 2,566 S.F. portion consists of 660 S.F. of vegetated area on LaCombe Street and 1,906 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Elizabeth D.S. Costa  
48 Valley Street  
Marlborough, MA

**2. Street Address: LaCombe Street, Marlborough, MA 01752  
(being a separate parcel of 7 Brook Street)**

Being a 1,150 S.F. portion of the property located on LaCombe Street, said property also known and numbered as Map 82, Parcel 48 on the Assessors' Map of the City of Marlborough, which 1,150 S.F. portion consists of 255 S.F. vegetated area on LaCombe Street and 895 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Foggy Style LLC  
6 Angelica Drive  
Southborough, MA 01772

**3. Street Address: 11 Brook Street, Marlborough, MA 01752**

Being a 1,149 S.F. portion of the property located at 11 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 47 on the Assessors' Map of the City of Marlborough, which 1,149 S.F. portion consists of 250 S.F. of vegetated area on LaCombe Street and 899 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Hersson Villatoro & Sandra Villatoro  
11 Brook Street  
Marlborough, MA 01752

**4. Street Address: LaCombe Street, Marlborough, MA 01752**

Being a 2,304 S.F. portion of the property located on LaCombe Street, said property also known and numbered as Map 82, Parcel 45 on the Assessors' Map of the City of Marlborough, which 2,304 S.F. portion consists of 515 S.F. of vegetated area on LaCombe Street and 1,789 S.F. of paved area of LaCombe Street as shown Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering

and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Barbara Lizotte, Trustee, Lizotte Trust, its heirs, assigns or beneficiaries  
46 Westlook Lane  
Westport, MA 02790

**5. Street Address: 23 Brook Street, Marlborough, MA 01752**

Being a 1,426 S.F. portion of the property located at 23 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 56 on the Assessors' Map of the City of Marlborough, which 1,426 S.F. portion consists of 370 S.F. of vegetated area on LaCombe Street and 1,056 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Francis Cannavino & Celia R. Cannavino  
9 Dunster Avenue  
Wayland, MA 01778

**6. Street Address: 27 Brook Street, Marlborough, MA 01752**

Being a 897 S.F. portion of 27 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 44A on the Assessors' Map of the City of Marlborough, which 897 S.F. portion consists of 230 S.F. of vegetated area on LaCombe Street and 667 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Silas Evangelista & Dinalva Evangelista  
27 Brook Street  
Marlborough, MA 01752

**7. Street Address: 31 Brook Street, Marlborough, MA 01752**

Being a 1,127 S.F. portion of the property at 31 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 44 on the Assessors' Map of the City of Marlborough, which 1,127 S.F. portion consists of 305 S.F. of vegetated area on LaCombe Street and 822 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Philip L. Bancroft & Raeanne T. Bancroft  
31 Brook Street  
Marlborough, MA 01752

**8. Street Address: 35 Brook Street, Marlborough, MA 01752**



Being a 3,617 S.F. portion of the property at 35 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 43 on the Assessors' Map of the City of Marlborough, which 3,617 S.F. portion consists of 1,040 S.F. vegetated area on LaCombe Street and 2,577 S.F. of paved area of LaCombe Street as shown on Exhibit "A", being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County) Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Walter Demoorjian, Trustee, Demoorjian Family Trust  
 35 Brook Street  
 Marlborough, MA 01752

**AWARDS**

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

<b><u>OWNERS</u></b>	<b><u>MARLBOROUGH ASSESSORS' MAP/PARCEL</u></b>	<b><u>AREA COMPONENTS (TOTAL AREA)</u></b>	<b><u>AWARD</u></b>
Elizabete D.S. Costa 48 Valley Street Marlborough, MA	82/50	660 S.F. vegetated area 1,906 S.F. paved area (2,566 S.F.)	\$3,960
Foggy Style LLC 6 Angelica Drive Southborough, MA 01772	82/48	255 S.F. vegetated area 895 S.F. paved area (1,150 S.F.)	\$1,275
Hersson Villatoro & Sandra Villatoro 11 Brook Street Marlborough, MA 01752	82/47	250 S.F. vegetated area 899 S.F. paved area (1,149 S.F.)	\$0
Barbara Lizotte, Trustee, Lizotte Trust (its heirs, assigns or beneficiaries) 46 Westlook Lane Westport, MA 02790	82/45	515 S.F. vegetated area 1,789 S.F. paved area (2,304 S.F.)	\$386
Francis Cannavino & Celia R. Cannavino 9 Dunster Avenue Wayland, MA 01778	82/56	370 S.F. vegetated area 1,056 S.F. paved area (1,426 S.F.)	\$1,850
Silas Evangelista & Dinalva Evangelista 27 Brook Street Marlborough, MA 01752	82/44A	230 S.F. vegetated area 667 S.F. paved area (897 S.F.)	\$0
Philip L. Bancroft & Raeanne T. Bancroft 31 Brook Street Marlborough, MA 01752	82/44	305 S.F. vegetated area 822 S.F. paved area (1,127 S.F.)	\$0

Walter Demoorjian, Trustee,  
Demoorjian Family Trust  
35 Brook Street  
Marlborough, MA 01752

82/43

1,040 S.F. vegetated area \$0  
2,577 S.F. paved area  
(3,617 S.F.)

ADOPTED  
In City Council  
Order No. 15-  
Adopted

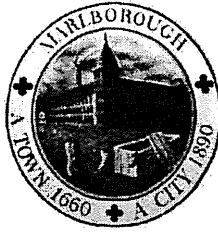
Approved By Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST

2014.087

RECEIVED  
SEP 23 2015

OFFICE OF THE CITY SOLICITOR  
MARLBOROUGH, MA 01752



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

September 22, 2015

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

**RE: Order Of Acceptance of Layout of LaCombe Street As A Public Way And Taking  
By Eminent Domain; Quitclaim Deed of Paul DiTullio of LaCombe Business Center  
LLC For LaCombe Street Cul-De-Sac**

Dear Mayor Vigeant:

I request that you send to the City Council, for its action, the attached Order Of Acceptance of Layout of LaCombe Street As A Public Way And Taking By Eminent Domain. As you know, the westerly portion of LaCombe Street is owned by the City. By the proposed Order, the City will own the entire layout of LaCombe Street. The proposed Order acknowledges receipt of the deed for the cul-de-sac portion of LaCombe Street from Paul DiTullio, dba LaCombe Business Center LLC, accepts the street (including the cul-de-sac) as a public way, and takes by eminent domain those portions of the easterly half of LaCombe Street which are held in fee by the abutters.

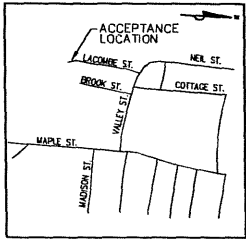
I am available to answer any specific questions relative to the project.

Sincerely,

John L. Ghiloni  
Commissioner of Public Works

Enclosures

Cc: Cynthia Panagore Griffin, Assistant City Solicitor  
Evan Pilachowski, City Engineer



LOCUS MAP (N.T.S.)

LEGEND

- STONE BOUND DRILL HOLE
- IRON PIN/ROD

REFERENCES

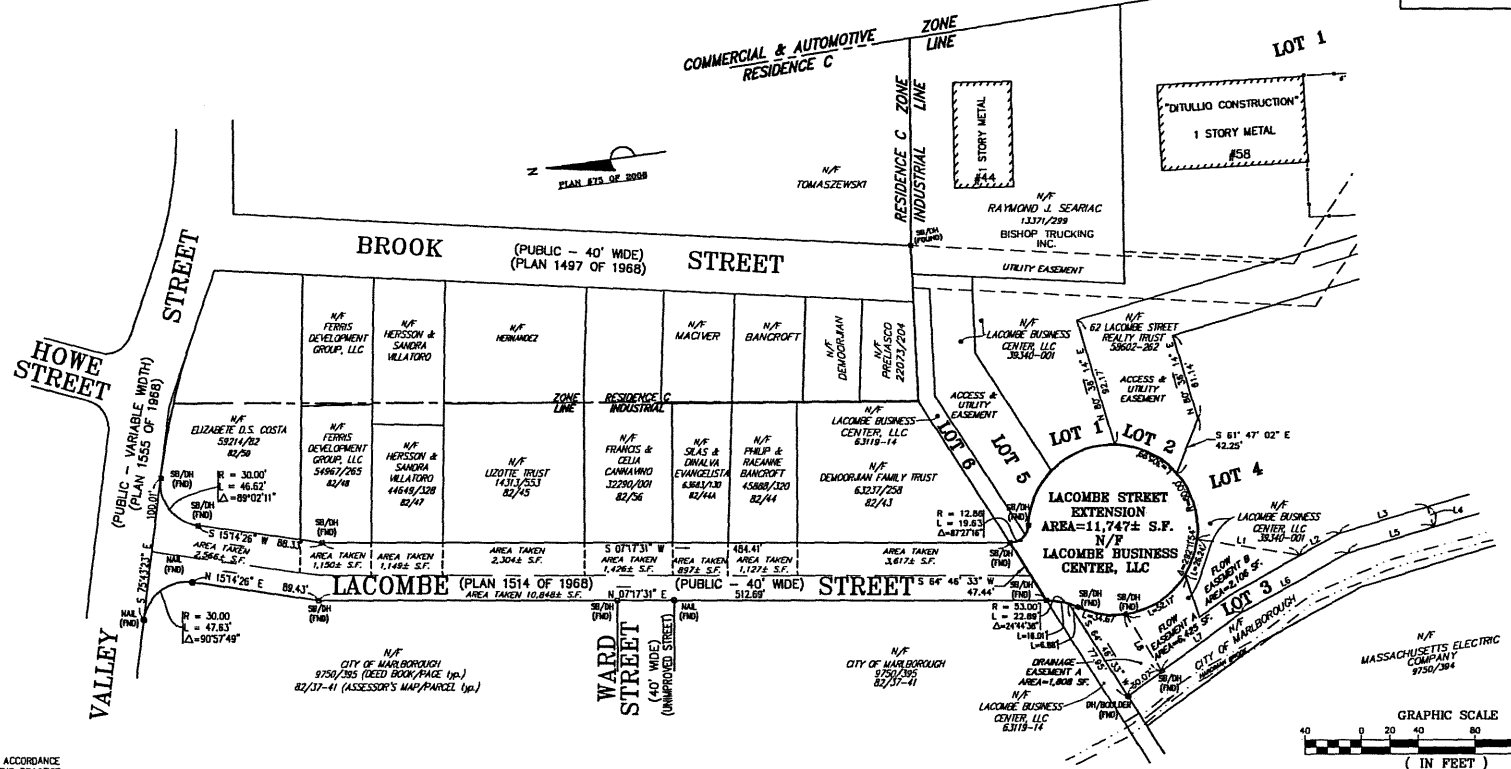
MIDDLESEX COUNTY REGISTRY OF DEEDS

PLAN	108	OF	2012
	1027		2000
	493		1998
	1102		1981
	22		1981
	916		1979
	696		1979
	1555		1968
	1514		1968
	1497		1968
	678		1968
	44		1966
	1167		1955

FILED PLAN No. 72

FLOOD INSURANCE RATE MAP, CITY OF MARLBOROUGH, COMMUNITY PANEL No. 250203 0015 B, EFFECTIVE DATE 1/6/1982.

WORKSHEET ENTITLED "PLAN OF LAND IN MARLBOROUGH, MA OWNED BY BATTISTA AND ELSA DITULLIO" DATED 12/88.

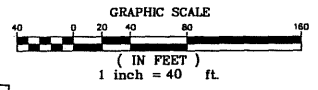


I CERTIFY THAT THIS SURVEY AND PLAN WAS PREPARED IN ACCORDANCE WITH THE PROCEDURAL AND TECHNICAL STANDARDS FOR THE PRACTICE OF LAND SURVEYING IN THE COMMONWEALTH OF MASSACHUSETTS, TITLE 250 CMR 6.00.

I FURTHER CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN.



REGISTERED LAND SURVEYOR DATE



Line #/Curve #	Bearing/Delta	Radius	Length
L1	S16° 11' 08"W	73.75	73.75
L2	N21° 23' 46"W	32.03	32.03
L3	N5° 23' 46"W	65.00	65.00
L4	S80° 36' 14"W	15.00	15.00
L5	N5° 23' 46"W	63.42	63.42
L6	N21° 23' 46"W	86.00	86.00
L7	N29° 08' 46"W	70.05	70.05
L8	S64° 46' 33"W	48.07	48.07

PLAN OF ACCEPTANCE OF LACOMBE STREET MARLBOROUGH, MASSACHUSETTS (MIDDLESEX COUNTY)

ENGINEERING DESIGN CONSULTANTS, INC.

312 TURNPIKE ROAD  
ROUTE 9  
SOUTHBOROUGH, MASSACHUSETTS 01772 OFFICE: 508-480-0225  
WEB: EDCA.COM

Drawn By	PSJ	Date	MARCH 25, 2014	Job No.	EDC-3017
Checked By	RWR	Scale	1" = 40'	Sheet No.	1 OF 1
Approved By	PSJ				

## QUITCLAIM DEED

LaCombe Business Center, LLC, a Massachusetts Limited Liability Company, having a business address at 58 Lacombe Street, Marlborough, Massachusetts

for consideration paid of One and 00/100 (\$1.00) Dollar

grants to the City of Marlborough, a Massachusetts municipal corporation, having an address of 140 Main Street, Marlborough, Massachusetts

with Quitclaim Covenants

the land in Marlborough, Middlesex County, Massachusetts shown as "Lacombe Street Extension" on a plan of land entitled "PLAN OF ACCEPTANCE OF LACOMBE STREET MARLBOROUGH, MASSACHUSETTS (MIDDLESEX COUNTY) ENGINEERING DESIGN CONSULTANTS, INC. 32 Turnpike Road, Route 9 Southborough, Massachusetts 01772 Office: 508-480-0225 Web: EDCMA.COM Date March 25, 2014 Scale 1"=40'", recorded with the Middlesex South District Registry of Deeds prior herewith.

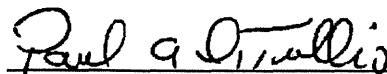
Said Lacombe Street Extension contains 11,747 square feet, more or less, according to said plan.

The above described premises are conveyed with the benefit of Drainage Easement A, Area = 1,808 SF, Flow Easement A, Area = 6,425 SF and Flow Easement B, Area = 2,106 SF, all as shown on said plan.

**THIS TRANSFER DOES NOT REPRESENT ALL OR SUBSTANTIALLY ALL OF THE ASSETS OF THE COMPANY IN THE COMMONWEALTH OF MASSACHUSETTS.**

Being a portion of the premises conveyed to Grantor by Deed from NSTAR GAS COMPANY dated December 11, 2013, recorded with the Middlesex South District Registry of Deeds in Book 63119, Page 15 and Deed from Elsa DiTullio dated March 28, 2014, recorded with said Deeds in Book 63421, Page 30.

Witness my hand and seal this 13th day of August, 2015.



Paul A. DiTullio, Manager and person  
authorized to execute real estate documents  
of LaCombe Business Center, LLC

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

August 13, 2015

Before me, the undersigned notary public, personally appeared the above-named Paul A. DiTullio, Manager and person authorized to execute real estate documents of LaCombe Business Center, LLC and proved to me through satisfactory evidence of identification, which were:

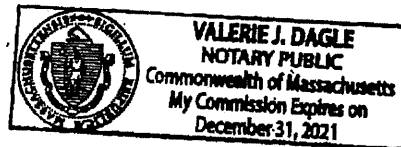
- through personal knowledge
- by oath of a credible witness unaffected by the transaction who personally knows the signatories and is personally known to the undersigned notary public
- picture IDs to wit *MA Drivers License*

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.

*Valerie J. Dagle*

Notary Public

My Commission Expires:





RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

15 SEP 24 A 11: 04

*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 Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

September 24, 2015

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

**Re: Reappointment of Conservation Officer Priscilla Ryder**

Honorable President Clancy and Councilors:

I am pleased to submit for your approval the reappointment of Priscilla Ryder as the City of Marlborough's Conservation Officer for a term of three years to begin upon the date of City Council approval.

Ms. Ryder has diligently led the Conservation Department since 1993. As Conservation Officer, Ms. Ryder is responsible for working with a variety of City Departments including the Department of Public Works and the Building Department; she does so seamlessly. She is a valued voice and resource for the Site Plan Review Committee, the Zoning Board of Appeals, and the Planning Board which are just a few among the many that interact with her office.

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

Sincerely,

**Arthur G. Vigeant**  
Mayor



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 **PRELIMINARY MUNICIPAL ELECTION** will be held in the polling locations as noted below on **OCTOBER 6, 2015** as follows: Office of Mayor, Councilors At-Large, and Assabet Valley Regional Vocational School Committee member.

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

POLLING LOCATIONS ARE AS FOLLOWS:

WARD ONE: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD TWO: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD THREE: Precinct 1	Senior Center, 40 New Street
WARD THREE: Precinct 2	Raymond J. Richer School, 80 Foley Road, Room 103
WARD FOUR: Precinct 1 and 2	Senior Center, 40 New Street
WARD FIVE: Precinct 1 and 2	Senior Center, 40 New Street
WARD SIX: Precinct 1 and 2	1LT Charles W. Whitcomb School, 25 Union Street, Library
WARD SEVEN: Precinct 1 and 2	Hildreth School Gymnasium, 85 Sawin Street





# CITY OF MARLBOROUGH RECREATION DEPARTMENT

239 Concord Road  
Marlborough, Massachusetts 01752  
Tel (508) 624-6925 FAX (508) 624-6940 TTY (508) 460-3610

**COMMISSIONERS**  
Brenda Calder  
Thomas Evangelous  
Robert Kays, Chairman  
Nancy Klein  
Mark Vital  
Dennis Zilembo

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2015 SEP 14 P 3 30  
**DIRECTOR**  
David T. Grasso

**PROGRAM MANAGER**  
Charles Thebado

**April 08, 2015**

Pursuant to notice duly filed with the City Clerk, a meeting of the Parks and Recreation Commission was held at 4:00pm., at the Recreation Commission Office.

**Present were Commission Members:** Chairman Kays, Commissioner Calder, Commissioner Klein and Commissioner Evangelous.

**Also attending:** Recreation Director David Grasso, Recreation Program Manager, Chuck Thebado and Marlborough resident, Mr. Dave Brower

### **Approval of minutes 03-11-15:**

On a motion duly made by Commissioner Klein and seconded by Commissioner Calder, it was unanimously:  
**VOTED:** To accept 03-11-15 minutes.

### **Pickleball Courts:**

Mr. Dave Brower presented the Commission a copy of a diagram showing four pickleball courts on a tennis court with angled fence corners and a 60'x120' fenced area. There was a brief discussion regarding building Pickleball Courts in the City.

The Commission asked Mr. Grasso to pass the information and the diagram to the City's engineer Mr. Tim Collins.

### **Recreation Report:**

Recreation Director David Grasso and Program Manager Chuck Thebado gave the following updated report:

- \*2015 Summer Concerts Series are booked contingent on the approval of City Council funding.
- \*Project Spring Adventure is scheduled for the next vacation week.
- \*Project Summer Adventure sign ups starting within few weeks.
- \* Working to finalize all summer programs.
- \* Our summer fields on wheels program free of charge will be held at Stevens Park.
- \* We are in the process of inspecting the beach house, bathrooms and walking the beach.
- \* We purchased the handicapped accessible beach chair.
- \* Looking to purchase pool covers
- \* Purchased another soccer net.
- \* Clean sweep is on May 2<sup>nd</sup>. T-shirts ordered.
- \* Assessing equipment and staff needs.
- \* Relay for Life event is scheduled for May 29<sup>th</sup> through May 30<sup>th</sup>.
- \*MYL will take over the Beach Concession with the help of our department.
- \*MAYF will run a flag football program at Vital field with the approval of the MHS Athletic Director.

The Commission thanked Mr. Grasso, Mr. Thebado, and Mr. White for their updated report.

Meeting adjourned at 4:45pm.

Attest to:

Simela Perdikomatis

Senior Clerk/Commission Secretary

**MARLBOROUGH PLANNING BOARD  
MARLBOROUGH, MA 01752**

RECEIVED  
CITY CLERK'S OFFICE  
July 27, 2015 MARLBOROUGH

**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; Brian DuPont, Colleen Hughes, Barbara Fenby, Edward Coveney & Shawn McCarthy

2015 SEP 15 AM 11:17

Sean Fay and Philip Hodge were absent.

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

**1. Meeting Minutes:**

**A. Regular Meeting July 13, 2015**

On a motion made by Ms. Hughes, seconded by Mr. DuPont, it was voted to approve the minutes of the July 13, 2015 regular meeting as amended. Motion carried.

**2. Chair's Business:**

Mr. DuPont and Chairperson Fenby updated the Board on their findings/suggestions regarding the Boards on line presence. There were several suggested changes/updates including but not limited to:

The home page, minutes and agendas posted in pdf format, master calendar changes, changes to the access type for documents.

Mr. DuPont and Chairperson Fenby will continue to work on this project.

**3. Approval Not Required:**

**A. Donald J. Lynch Boulevard (Quad Rink Limited Partnership)**

Chairperson Fenby noted that due to the timing between this meeting and the next regular meeting this ANR was immediately referred to the Engineering Department at the time it was dropped off.

Attorney Arthur Bergeron and Mr. Wess Tuttle were in attendance to present the plan.

Ms. Hughes read the request into the record as well as the favorable recommendation from the Engineering Dept.

On a motion made by Mr. DuPont, seconded by Mr. Coveney it was voted to accept the correspondence and place it on file as well as endorse the plan. Motion carried.

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

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

**A. Engineers Report:**

City Engineer Pilachowski reported out to the Board that there is no formal report this evening he has matters to report out on items appearing later in the agenda.

**B. Tri Partite Agreement (Walker Brook Estates)**

Mr. Melanson was in attendance from Melanson Development.

The form has been reviewed by the Legal Department is in appropriate form.

On a motion made by Mr. Coveney, seconded by Ms. Hughes it was voted to approve the Tri Partite Agreement and endorse it at the end of the meeting. Motion carried.

Ms. Hughes read into the record the late communication from Melanson Development Group. On a motion made by Mr. DuPont, seconded by Mr. Coveney the information was accepted and placed on file. Motion passed.

On a motion made by Mr. DuPont, seconded by Mr. Coveney it was voted to approve the lot releases for lots 4,5,6,7,8,& 9 in the Walker Brook Estates Subdivision contingent upon the Recording and receipt of the recorded Tri Partite Agreement in the Board office. Motion passed.

**C. Denial Letter Review Jelico Homes 626 Stow Rd (August 19, 2015)**

On a motion made by Ms. Hughes, seconded by Mr. DuPont, this item was moved to the end of the agenda. Motion carried

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

**7. Definitive Subdivision Submission: None**

**8. Signs:**

**A. Al Brodeurs Auto Sign Request Continuation of Discussion**

Mr. Sean McCarthy was in attendance to discuss the request.

Chairperson Fenby polled the members in attendance as to their thoughts on the request, Ms. Hughes felt the building is not set back far enough from the road. The reason given for the waiver request in her opinion is not suitable for granting the waiver.

Chairperson Fenby also thought the building was set further back than it actually is. This is not a precedent she is willing to set with granting this variance.

Mr. DuPont was not overly concerned this is a building he passes at least twice a day and would be more concerned if the building was located at a City Gateway.

Mr. Coveney would rather see the coverage brought down to the allowable 50%. Covering 100% of the windows with the vinyl cling seems excessive.

Mr. McCarthy is withholding his opinion until he has a chance to drive by the property.

On a motion made by Mr. McCarthy, seconded by Mr. Coveney it was voted to table this discussion until the next regularly scheduled meeting August 24, 2015. Motion carried.

On a motion made by Ms. Hughes, seconded by Mr. DuPont it was voted to move up Agenda Item 9C. Motion passed.

**B. MEDC Signage suggestions/discussion**

Chairperson Fenby made note that this item had already been carried over to the August meeting agenda and was not going to be discussed tonight originally.

City Councilor At Large Katie Robey was in attendance specifically for this agenda item.

Chairperson Fenby acquiesced to allow Councilor Robey to address the Board regarding this issue.

Councilor Robey wished to remind the Board that any changes to the City Code must be initiated at the Council level and not brought forward by the Planning Board.

Solicitor Rider noted that this discussion may be moot due the recent United States Supreme Court Decision rendered pertaining to the same issue.

With this information in mind on a motion made by Ms. Hughes, seconded by Mr. Coveney it was voted to table this discussion in order to allow the City Solicitor to meet with the Code Enforcement Office regarding this matter. Motion carried.

**9. Unfinished Business:**

**A. Blackhorse Farms Update**

City Engineer Pilachowski noted that there are still outstanding issues with this subdivision. It was noted to keep this on the next regularly scheduled meeting agenda for updates.

**B. Mauro Farms Update**

City Engineer Pilachowski noted that the paving within the subdivision is complete as well as the driveways paving. The required Cook Lane work has not been complete as of his last inspection. He also noted there are bounds markers currently placed within the sidewalk and that matter needs to be discussed and ultimately corrected by the developer.

It was noted to keep this on the next regularly scheduled meeting agenda for updates.

**C. MEDC Signage suggestions/discussion**

This item was taken up earlier in the agenda.

**10. Informal Discussions:** None

**11. Correspondence:** None

**5. C. Denial Letter Review Jelico Homes 626 Stow Rd (August 19, 2015)**

Ms. Hughes submitted changes to the draft denial letter that had been circulated. After discussion among the members it was decided to have Secretary Irish refashion the existing letter incorporating Ms. Hughes' changes and to contact Chairperson Fenby as soon as the letter is created for an official signature prior to mailing.

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

**A. Town of Framingham, Planning Board Public Hearing August 6, 2015**

**B. Town of Framingham, Planning Board Notice of Decision(s) (2)**

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

**Adjournment:** On a motion made by Mr. DuPont, seconded by Mr. Coveney it was voted to adjourn at 8:10pm. Motion carried.

Respectfully submitted,

Colleen Hughes  
Clerk

/mai

2015 SEP 15 A 11:17

**MARLBOROUGH PLANNING BOARD  
MARLBOROUGH, MA 01752**

**Call to Order**

**August 24, 2015**

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; Brian DuPont, Barbara Fenby, Edward Coveney, Philip Hodge & Sean Fay.

Colleen Hughes and Shawn McCarthy were absent.

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

Mr. DuPont was named acting clerk for the meeting.

**1. Meeting Minutes:**

**A. Regular Meeting July 27, 2015**

Mr. Fay read a prepared comment into the record pertaining to item 8B on the July 27, 2015 minutes. The comment appears in its entirety below:

I was not present at the July 27<sup>th</sup> meeting, but something in the minutes caught my eye concerning our ongoing sign ordinance discussions: "Councilor Robey wished to remind the board that any changes in the City Code must be initiated at the Council level, and not brought forward by the Planning Board."

I wish to remind Councilor Robey, and any other City Councilor who reads our minutes, that the City's Sign Ordinance is an unworkable mess that is unduly burdensome to anyone seeking modest relief from the rules.

This inequity has been allowed to continue due to the inaction of the City Council on this issue. The City Council will not initiate anything to fix the problem without being prodded to do so. I also want to remind any City Councilor who is interested in the concerns of their constituents, that the last two revisions to the Sign Ordinance were brought forward by the Planning Board and adopted almost verbatim by the City Council. This included giving the City's Code Enforcement Officer an additional enforcement tool that allows her to fine sign companies directly, and deny future permits to habitual offender sign companies who fail to pay their fines.

Apparently the councilor's comments were designed in part to put us in our place. To say that I am annoyed at this public rebuke is an understatement. Perhaps the councilor's efforts would be better directed at correcting the issue, as opposed to publicly admonishing the only entity in the City that is working to correct a problem that local businesses and organizations face on a daily basis; a problem that the entity charged with granting variances is in the best position to address.

For my part, until the Sign Ordinance is corrected, I am finished with spending another second

trying to decipher whether or not a particular applicant should be granted a variance. Our current ordinance is inherently unfair and the only standard for determining whether a variance should be granted came from the Planning Board, not the City Council.

Too often, our decisions are disregarded as was the case recently with the variance for the Food Truck Festival where we approved a banner for the City Parking Garage that was ultimately affixed to light poles; something that we have resisted for years. The troubling part is that it is entirely likely that someone, with knowledge of our decision, approved the change outside of their authority.

In addition, variance applications that we deny are not consistently met with enforcement actions. Neither are obvious offenses that are readily apparent simply by driving along Routes 20, 85 and Farm Road.

I am not faulting Code Enforcement. There is only so much sign work that she can fit into her schedule, and I wouldn't want to waste my work life enforcing this mess either.

What we are left with is an inequitable system that, although this is not the case, gives the appearance that the people we like get preferential treatment, both in variance matters and enforcement.

Until this system is fixed, I will no longer participate in this unfair system. I will not be voting on sign variance applications, and I will not be participating in any further sign variance discussions. If my lack of participation results in a variance being denied, I would suggest that the applicant take it up with the City Council, where the real problem of failing to initiate the required corrective measures lies.

I would ask that my comments appear word for word in our minutes.

On a motion made by Mr. DuPont, seconded by Mr. Coveney, it was voted to approve the minutes of the July 27, 2015 regular meeting as amended. Motion carried with Mr. Fay and Mr. Hodge abstaining.

## **2. Chair's Business:**

### **A. Complete Streets referred from City Council and City Engineer**

City Engineer Pilachowski presented to the Board the Complete Streets overview.

This is a version that has been seven months in the making and is collaboration between the Engineering Department and the Mayor's Office.

On a motion made by Mr. Hodge, seconded by Mr. Fay it was voted to endorse the Complete Streets Plan and Recommend the City Council do the same. Motion carried.

### **B. Update regarding online presence (Fenby, DuPont)**

Chairperson Fenby and Mr. DuPont are continuing to work to update the information on the Board's section of the City's website.

## **3. Approval Not Required:**

**A. Easterly Side of Terminus of Dufresne Drive**

Mr. John Nenart was in attendance to present the plan however a discrepancy was noted prior to the meeting and Mr. Nenart respectfully requested that the plan be withdrawn without prejudice. On a motion made by Mr. Fay, seconded by Mr. Coveney it was voted to approve the request to withdraw without prejudice. Motion carried.

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

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

**A. Engineers Report:**

City Engineer Pilachowski noted that the updated Subdivision report had been compiled by Assistant City Engineer Timothy Collins there was a tremendous effort put forth to organize the information the report contains.

**B. Bond Reduction Request Walker Brook Estates**

Mr. DuPont read the request of Melanson Development requesting a Bond reduction into the record.

On a motion made by Mr. Fay, seconded by Mr. Coveney it was voted to accept the request and place it on file as well as refer the request to the Engineering Department and request of Mr. Melanson the necessary construction schedule and completion schedule to date. Motion passed.

**C. Berlin Farms – Communication from Engineering Dept. to Developer**

Mr. DuPont read the correspondence from the Engineering Department to Mr. Freeman.

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

**6. Preliminary/Open Space Submissions/Limited Development Subdivisions:**

**A. Howe/Valley Street Preliminary Plan Submittal (October 8, 2015)**

Mr. Joseph Pezznola of Hancock Associates was in attendance to present the Preliminary Plan. Hancock Associates is representing the owner of the property Marlborough Hub LLC.

The site consists of 2 acres situated along an existing 40' right of way off of Howe Street that was never improved creating a public way. The land sits completely in the Residential C zoning district and the lots will be able to completely comply with the zoning dimensional requirements.

The proposed plan is for 5 lots 4 of which will have duplex style homes and one will be a single family residence.

The developer is requesting 5 waivers, they are as follows:

- Required: 25' Radius for PL at intersections
- Proposed: No existing PL Radius at Intersection
- Required: 50' Right of Way for Secondary Street
- Proposed: 40' Right of Way Existing
- Required: 100' Min Tangent Distance Between Rev Curve
- Proposed: 53.4' Min Tangent
- Required: Sidewalks on Both Sides of Street
- Proposed: Sidewalk on House Side of Street
- Required: 28' Pavement Width for 40' Right of Way



Proposed: 26' Pavement Width

City Water and Sewer Service is available at this location.

Questions from Board Members included:

If the sidewalk waiver is denied will that create the need for a different waiver?

Will the connection created by the "T" paved area bring additional traffic?

Will the "T" paved area create issues for Emergency Vehicles?

On a motion made by Mr. DuPont, seconded by Mr. Coveney it was voted to refer the Plan to the Engineering Department for review. Motion carried.

#### **7. Definitive Subdivision Submission: None**

#### **8. Signs:**

##### **A. Al Brodeurs Auto Sign Request Continuation of Discussion**

Mr. Sean McCarthy was in attendance to discuss the request.

Mr. DuPont read into the record the correspondence received from Pamela Wilderman Code Enforcement Officer regarding the determination of what qualifies as a "sign". After discussion with both the City Solicitor and the Assistant Solicitor it has been determined that the images that the Board has been grappling with are not to be considered as signs. The window images are not advertising anything specifically. In turn they are not to be considered as signs. However the image and wording proposed for the front entry door are considered a "sign: and as such it does not comply with the sign ordinance and in turn would require a variance.

Mr. McCarthy noted that the owner of the business has agreed to restructure the door sign making it comply fully with the ordinance.

The Board gave a copy of the letter to Mr. McCarthy and thanked him for his patience and perseverance regarding this issue. The matter is considered closed by the Board.

#### **9. Unfinished Business:**

##### **A. Blackhorse Farms Update**

City Engineer Pilachowski noted that he visited both of the sites owned by Fafard (Blackhorse Farms and Cider Mill Estates) Each site needs work and general clean up, Engineer Pilachowski will be in contact with the Conservation Officer regarding these sites.

It was noted to keep this on the next regularly scheduled meeting agenda for updates.

##### **B. Mauro Farms Update**

City Engineer Pilachowski noted that the Cook Lane paving has still not happened.

On a motion made by Mr. Fay, seconded by Mr. Coveney it was voted to invite the developer (Mr. DiPietri) to the next meeting to discuss the final stages of this subdivision and the anticipated completion date.

It was noted to keep this on the next regularly scheduled meeting agenda for updates.

#### **10. Informal Discussions: None**

**11. Correspondence:**

**A. Directions Summer 2015 Issue**

**B. Invitation to Attend the Grand Opening Celebration Avalon Marlborough**

On a motion made by Mr. DuPont, seconded by Mr. Coveney it was voted to accept the correspondence A-B and place on file. Motion carried

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

**A. Town of Framingham, Planning Board Public Hearing August 20, 2015**

**B. Town of Hudson Board of Appeals Public Hearing(s) August 13, 2015 (2)**

**C. Town of Sudbury, Board of Appeals Notice of Decision(s) (4)**

**D. City of Marlborough City Council Public Hearing August 24, 2015**

On a motion made by Mr. DuPont, seconded by Mr. Coveney it was voted to accept the notices A-D and place on file. Motion carried.

**Adjournment:** On a motion made by Mr. DuPont, seconded by Mr. Coveney it was voted to adjourn at 8:00pm. Motion carried.

Respectfully submitted,

Brian DuPont  
Acting Clerk

/mai

CITY OF MARLBOROUGH  
CONSERVATION COMMISSION

Minutes

August 20, 2015 (Thursday)

Marlborough City Hall – 3<sup>rd</sup> Floor, Memorial Hall  
7:00 PM

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2015 SEP 17 P 4: 07

**Members Present:** Edward Clancy, Chairman, Dennis Demers, Karin Paquin, Larry Roy, and Allen White. Also present was Conservation Officer, Priscilla Ryder.

**Members Absent:** John Skarin and David Williams

**Approval of Minutes – July 16, 2015** - The minutes were reviewed and unanimously approved 4-0 (Ms. Paquin abstained)

**Note:** the August 6<sup>th</sup> meeting was cancelled. All items from that agenda have been added to this meeting.

**Public Hearings:**

Request for Determination of Applicability  
50 Roosevelt St. – Steve Moura

Steve Moura was present and explained that he wanted to install a new detached garage on his property. The wetland lines were marked by Ms. Ryder and he will stay 50' away from this location. He will meet all setback requirements that the building department had. The sketch he provided showed a garage that was 28' by 40', however he believes it will be a bit smaller. The Commission indicated they could approve the plan and if the building is smaller that is not an issue. However, if he enlarges it, he'd have to come back to the Commission. There will be some excavation, in which all materials will either be used as backfill or removed outside the 100' buffer zone. The Commission discussed erosion controls and agreed that silt fence and straw waddles or compost socks would be permitted and would need to be placed above the 50' buffer zone line. After some discussion the Commission voted unanimously- 5-0 to issue a Negative Determination of Applicability with standard conditions to allow for the building of the garage at this location.

**Request for Determination of Applicability - Continuation**

635 Stow Rd. - Anthony Mulherin

Anthony Mulherin, the owner, was out of town and had been ready to present at the last meeting. Ms. Ryder inspected the site and took photos, she reported that they want to expand and extend the existing deck. They will stay out of the 20' buffer zone location and only have 8-10 footings to install. The Commission reviewed the photos and the plan and voted unanimously 5-0 to issue a Negative Determination of Applicability with standard conditions for this deck expansion/addition.

**Notices of Intent - Continuation**

West Hill LLC – (Fafard Construction)

25 Defresne Dr.	43 Dufresne Dr.
53 Dufresne Dr.	71 Dufresne Dr.
81 Dufresne Dr.	85 Dufresne Dr.

Peter Lavoie of Guerriere and Halnon Inc. and Scott Goddard from Goddard Consulting were both present. Mr. Lavoie and Mr. Goddard both explained that based on the site visit with the Commission and neighbors on July 23, 2015, they had modified the plans to include the following: 1. changes to the

boarding wetland line on Lots 12 and 10; 2. identification of the low wet area as presumed Isolated Land Subject to Flooding (ILSF) (No calculations were provided to support this). The maximum flooding is the extent of the ILSF wetland jurisdiction there is no buffer zone, 3. changes to the property lot boundaries to eliminate the long skinny lot behind the homes on McDonough Dr. The lots are now more normal shapes. The designation of the smaller wetland as ILSF which has no buffer zone, allows for the first 4 lots to be reviewed under an RDA. Therefore, they will withdraw the NOI's for each of these 4 lots, and they will provide amended plans for the last two lots which do fall within the 100' buffer zone- #81 and #85 Dufresne Dr. They have filed the RDA's for 25, 43, 53 and 71 Dufresne for the next Commission meeting. The lot reconfiguration will be reviewed by the Planning Board on August 24<sup>th</sup>.

Mr. Lavoie provided a map showing all the new lots lines together and resource areas and proposed houses. He noted that the houses shown are the maximum size, and likely will be smaller when built. Mr. Lavoie asked that the Commission formally withdraw the NOI's for lots 25, 43, 53 and 71. The Commission will hold the withdrawals until the next meeting, so these NOI's can remain open until the RDA's are in place.

**The Commission opened the hearing for 85 Dufresne Dr. (Lot 12C).**

Mr. Goddard explained that a good portion of the work will be within the buffer zone, but they will have no disturbance to the wetland. Mr. Lavoie pointed out the house location, utilities and grading. There was some discussion about the small detention basin next to the cul-de-sac and where it drains and if the grading proposed on the house lot will be impacted. The engineer will look and add that information to the plans. This house is proposed with a roof drain infiltration system. The Commission discussed the roof drainage system and Mr. Demers noted that it will need to have one inspection port to observe how it's functioning over time. The engineer will add that to the design. Ms. Ryder suggested that the Commission require boundary markers for the 20' buffer zone. After some discussion, the hearing was continued to the September 3<sup>rd</sup> meeting with the applicants consent.

**The Commission opened the hearing for 81 Dufresne (Lot 10D)**

Mr. Lavoie explained that this house is in the 100' buffer zone and abuts the ILSF as well. The house grading blends into the grading for Lot 12C. There will be limited yard in the back. The plans did not show a deck, Mr. Lavoie will add one to the design. The roof drains into two separate recharge areas. Mr. Lavoie indicated he'd add inspection ports to these as well. He noted that Weston and some other communities are requiring these roof drain infiltrators on all their projects, so they are adding them here too. The Commission had no objection, but discussed the long term maintenance and what the issues might be. Mr. Demers indicated he'd seen them clogged and without an inspection port it is impossible to check or clean. There was discussion about the fill and grading needed on these sites. The house would have a walk out basements same for Lot 85.

Several neighbors were present. Chris Dipre asked if the fill being brought in would be clean. Mr. Lavoie said it would be. Another neighbor asked about grading to avoid flooding or wet yards. Mr. Lavoie said they would be graded to keep the homes and yards dry.

Mr. Lavoie said he'd make the changes to the plans for the next meeting. The hearing was continued to the September 3<sup>rd</sup> meeting.

Notices of Intent

Howe's Landing Developers, LLC – new subdivision off Hudson St.

Paul DeSimone from Colonial Engineering Inc. was present to represent the owners. He explained that the subdivision roadway and utility work had been approved under another Order of Conditions. Tonight he is here to review the individual Notices of Intent for each of the lots that fall within the buffer zone to the wetlands on the site. These include lots 5, 6, 7, 8, 9, 10 Gikas Lane. Each is an individual NOI.

**NOI Lot 5 Gikas Lane:**

Mr. DeSimone explained that this lot is elevated from the roadway. There is a large cut at the back of the house in order to level the lot to make the driveway requirements. The size of the house is the biggest house box that can be fit on the lot under current zoning, the likely hood is that the house will actually be smaller. The Commission indicated they could condition the house to note that if the final house design fits into the envelope shown, no further review would be necessary. The house will also have a roof drain infiltration system, similar to those on Dufresne Dr. (noted above). Mr. DeSimone indicated he can add inspection ports as required. This lot falls within the 100' buffer zone, but is not directly adjacent to the wetland. The hearing was continued to the September 3<sup>rd</sup> hearing to allow for the plan modifications to be made.

**NOI Lot 6 Gikas Lane:**

Mr. DeSimone explained that this lot is up against the wetland and all work is within the 100' buffer zone, but work is well away from the 20' no disturb zone. The house lot is similar to Lot 5 and erosion controls between the work and the 20' buffer zone will be provided. The Commission discussed the type of erosion controls and determined that straw waddles or compost socks with silt fencing would be appropriate. Mr. DeSimone will add that to the plans. The Commission noted that wetland boundary markers and a perimeter drain should also be added to the plans and will be a requirement in the Order. The same issues with the infiltration basin also applies as per Lot 5.

Mr. DeSimone will modify the plans for the next meeting, the hearing was continued to September 3<sup>rd</sup>.

**NOI- Lot 7 Gikas Lane:**

Mr. DeSimone explained that this lot is very close to the wetland, the house is located outside the 20' no disturb buffer zone. The same issues regarding erosion control, roof drain infiltration system, wetland markers and perimeter drain applies. The Commission discussed the sewer pump system for this house and the remaining lots which pump from a tank into the force main in an easement, per the subdivision design. This applies to lots 8, 9 and 10 as well since the homes are lower than the street. They discussed the manholes to access the tanks for repair and cleanout and the alarm system that is required per the Planning Board. The basement elevation is not shown and must be added to the plans as well as the items noted above. The hearing was continued to September 3<sup>rd</sup>.

**NOI- Lot 8 Gikas Lane:**

Mr. DeSimone explained that this lot is similar to Lot 7, the same issues apply. The Commission noted that the street drainage outlet and drainage path should be shown on the plan. All other issues noted above on the previous lots apply as well. The hearing was continued to September 3<sup>rd</sup>.

**NOI- Lot 9 Gikas Lane:**

Mr. DeSimone explained that this lot is similar to the other lots, the house again is the largest that can fit on the lot but will likely be smaller. It has the same issues and additions needed as the other lots. This lot should include some type of visible divide along the 20' buffer zone boundary in addition to the wetland boundary markers. Mr. DeSimone indicated he could add some type of split rail fence or other fencing along this boundary and the other lots too and can show them on the plans so they are consistent on lots 7 through 10. The hearing was continued to September 3<sup>rd</sup>.

**NOI- lot 10 Gikas Lane:**

Mr. DeSimone explained that this last lot is again similar to the others, the Commission asked that the detention basin and grading be shown on this plan to see how the lot grading will blend into that structure which is on this lot. A foundation drain also must be shown in addition to the items as noted above for the other lots 5-9. The hearing was continued to September 3<sup>rd</sup>.

**Discussion** – pedestrian bridge – Preserves @ Ames /Brookview Village (DEP 212-1117) Ms. Ryder noted that the Engineering Department had approved the final design and footings and they needed to proceed after the last meeting (which was cancelled due to the lack of a quorum). Since all was in order Ed Clancy and Ms. Ryder allowed them to proceed without coming before the Commission as required by the order. The footings are to be installed next week and the bridge is to arrive on August 31<sup>st</sup>.

**Certificate of Compliance**

- DEP 212-1089 MWRA - 88 D'Angelo Dr. – Continuation- This was for the redundancy valve work under the open channel. The work has been completed in compliance with the Order of Conditions.
- DEP 212-543 and 212-463 64 Varley Rd. (Lot 11) - This house lot and subdivision have been completed for quite some time. All items in the order have been met the Commission voted unanimously 4-0 to issue a full certificate for both. (Dennis Demers abstained since he's done work on this house in the past )

**Discussion/Correspondence/Other Business:**

- Letter to Scott King, dated July 21, 2015, RE: Wetland violation – work near wetland without a permit – 811 Pleasant St. Ms. Ryder indicated she had not received any response to this letter. The Commission asked for her to follow up and be sure Mr. King submits an application.

**Project Updates:** Ms. Ryder provided the following updates:

Preserve at Ames- The contaminated soil has all been buried and stabilized, final report from LSP to be submitted shortly, foundations are in and work on the bridge as noted above is underway.

Avalon Bay – The site is almost complete, three of the four detention basins are stable and riser pipes have been removed. Basin A still has a riser pipe until all areas draining to it are stable. Avalon is hoping to be completely done in October.

Residents @ Assabet Ridge – Toll Brothers is almost complete they have a few more items to address. The detention basin is draining and has a lot of algae in it that should disappear when it's drained. We should see a request for certificate of compliance shortly.

**Meetings** – Next Conservation meetings – Sept. 3<sup>rd</sup> and 17th, 2015 (Thursdays)

**Adjournment-** There being no further business the meeting was adjourned at 9:00 PM.

Respectfully submitted;

  
Priscilla Ryder  
Conservation Officer

CITY OF MARLBOROUGH  
CONSERVATION COMMISSION

**Minutes**

September 3, 2015 (Thursday)  
Marlborough City Hall - 3<sup>rd</sup> Floor, Memorial Hall  
7:00 PM

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2015 SEP 23 P 3: 56

**Present:** Edward Clancy- Chairman, John Skarin, Dennis Demers, Karin Paquin, Larry Roy.  
Also present was Priscilla Ryder- Conservation Officer

**Absent:** David Williams and Allan White

**Minutes:** The minutes of August 20, 2015 were reviewed and unanimously approved by a vote of 5-0.

**Discussion:**

**DEP 212-1158- 135 Neil St. - DPW yard improvement**

Evan Pilachowski, City Engineer, explained that as a requirement of the Order of Conditions, they needed to come back to provide some details on the construction sequencing and waterline installation for the project. He explained, as shown on the plan provided, that the waterline will need to be placed under the brook. They will be diverting the water from the brook into three bypass pipes- directing the water with sandbags. This will allow them to work in a dry stream bed. They expect the work to take two days. They will install a sump behind the sandbags and pump the excess water through a filter bag. They will check the weather forecast to be sure they have a 3 day window of dry weather to do the work. The bottom of the channel is rocky, so they will restore that when done. They expect work to begin within the next week or so. After some discussion about the diversion channel and bank stabilization, the Commission voted unanimously to approve the sequencing plan and indicated they could proceed.

**Public Hearings:**

**Request for Determination of Applicability**

**174 Sudbury St. - Rustin & Laura Kyle**

Mr. & Mrs. Kyle were present and indicated that they are proposing to install a sewer connection from the new sewer line in the street to the house. The new sewer line will come down their driveway which has wetlands on both sides. A plan showing the location of the pipe and the adjacent wetlands was reviewed. The contractor who is going to do the work was not present, however Ms. Ryder had met with him and he had indicated that the pipe was 11 feet deep at the street connection and therefore the pipe would be below the existing driveway. Mr. Demers, commission member, indicated that he had been out to the site and also spoken with the contractor, he had conflicting information about the depth of the sewer in the street, and DPW told him it was 9 feet deep which changes the ground cover location. He explained to the Commission that the pipe needs to be at an at least 2% grade in order for the gravity to work and it requires at least a 3' cover, so



it won't freeze. It was clear that some additional information is needed by the contractor to meet these grades. Therefore, after some discussion, the Commission determined that the following would be required as conditions in the determination in order for this to be a successful project. The conditions are as follows: 1) Erosion controls along wetlands must be installed – straw wattles and silt fencing or equivalent must be used; 2) clean outs will need to be installed every 100 ', this should be provided on the plan prior to construction; 3) If the driveway is to be raised to provide adequate cover, then gravel should be added, the culvert may need to be extended and the grades changed; this information on a plan shall be provided to the Conservation Officer for review prior to construction; 4) The contractor will need to determine the depth of the sewer at the street to determine the proper design; 5) If fill is required, slope stabilization will need to be provided, either through some type of fabric matting, hydro seed and tack or other means acceptable to the Conservation Officer to ensure bank stabilization above the wetlands; 6) The commission agreed that if the pipe needs to shift to one side of the driveway to only require the extension of the culvert on one side that is acceptable; 7) No filling within the wetlands is permitted. After additional discussion, the Commission voted 5-0 to issue a Negative Determination of Applicability with the conditions as noted above.

#### **Request for Determination of Applicability**

##### **158 Sudbury St. – Joseph & Ann Meany**

Mr. & Mrs. Meany were present and explained that they also want to install a sewer connection from the street to the house which will also cross near wetlands and over the culvert in their driveway. The Commission noted that this item was almost identical to the previous discussion with the same contractor and same issues raised. Therefore, after a brief discussion and since all the questions had been addressed in the previous hearing which are exactly the same, the Commission closed the hearing and voted unanimously 5-0 to issue a Negative Determination with conditions as noted for 174 Sudbury St. above.

#### **Request for Determination of Applicability**

##### **Mass. Dept. of Transportation – I-495 Advanced Transportation Management System (ATMS)**

Henry Barbaro, MassDOT Wetlands Division was present along with Michael Turgeon and Jared Durante both of Jacobs Engineering, and Al Kopech with McCourt Construction who will be performing the work. Mr. Barbaro explained the overall project is to install conduits in the ground and some cameras on poles to help with traffic management. Many years ago some sections of the highway received these, now the rest of the highway from Hopkinton to Andover will be getting these systems. Some work is within the buffer zone to adjacent wetlands which is why they are before the Commission. Mr. Clancy noted that the City Council may have some jurisdiction over the poles and Mr. Barbaro should check. Mr. Turgeon showed on the plans where the wetland buffer zone was to be impacted. Erosion controls consisting of compost socks are to be used as well as silt sacks in the catch basins. All the conduit work will be just off the pavement where they hope not to

hit boulders or ledge. Conduit will be 36" deep. The Commission expressed concern that the erosion controls be removed when the project is complete since this is not always done. They also noted that there is a culvert across Millham Brook the city's water supply, which will be crossed. Mr. Kopek explained that he would be doing ground trothing of all utility and culvert locations. The conduit should easily fit over these structures without issue, but he will confirm in the field before construction. They described the spider plow to be used to install the conduit. The machine creates the trench, installs the conduit and backfills the trench all together with this machine. Trenches will be open for a very short period of time and the areas will be stabilized. After some discussion, the Commission closed the hearing and voted unanimously 5-0 to issue a Negative determination with standard conditions and a condition that the erosion controls will be removed when the project is complete, and all utilities and culverts, especially Millham Brook, shall be checked prior to doing work.

#### **Request for Determination of Applicability**

**25 Dufresne Dr. (Lot 3D); 43 Dufresne Dr. (Lot 4H); 53 Dufresne Dr. (Lot 4G); 71 Dufresne Dr. (Lot 9C) - West Hill LLC**

Scott Goddard from Goddard Consulting provided an overall plan for the site development including all the lots on the east side of Dufresne Dr. He noted that based on the previous meeting where the wetland behind 4 of the lots was determined to be Isolated Land Subject to Flooding (ILSF) his client West Hill LLC (aka Fafard Development) has decided to withdraw the Notices of Intent (subject of next hearing) for these lots and instead file an RDA since technically there is no buffer zone to ILSF and they are not impacting this resource area. He presented a plan dated 9-3-15 for these 4 lots showing the location in relation to the ILSF and also showing a 20' buffer zone to provide protection to this ILSF. The Commission reviewed each house lot and determined that wetland boundary markers, deed language and notification to the new owners will all be required (similar to conditions in the Orders of Conditions for such lots). Ms. Ryder also noted that sediment shall be removed from the drainage area between house #43 and #25 Dufresne Dr. and old erosion controls should be removed. After some discussion about protecting the ILSF and providing some markers to delineate the buffer zone, the Commission closed the hearing and voted 5-0 to issue a negative Determination with conditions – standard conditions and those noted above.

#### **Notices of Intent - Continuation**

**25, 43, 53, 71, 81 and 85 Dufresne Dr. - West Hill LLC**

Scott Goddard of Goddard Consulting was present and represented West Hill LLC (aka Fafard Construction) As noted above, now that the Request for Determination of Applicability (RDA) has been approved, he asked that the Commission formally accept the "withdrawal" of the Notices of Intents (NOI's) for 4 lots: 25 Dufresne Dr. (Lot 3D); 43 Dufresne Dr. (Lot 4H); 53 Dufresne Dr. (Lot 4G); and 71 Dufresne Dr. (Lot 9C). The Commission voted unanimously 5-0 to accept the withdrawal of these lots. The two remaining lots within the subdivision, which are near the wetlands,

are house #81 and #85 Dufresne Dr. The Commission reviewed each of these individually:

**81 Dufresne Dr. (Lot 10D)** - Mr. Goddard provided a revised plan dated 9-1-15 which showed a number of changes as required at the last meeting including wetland markers, cleanouts for roof drains as well as a condition that the house lot shown is the largest house that could be built. After some discussion, the Commission closed the hearing. As the conditions for this lot and the next lot were almost the same, the Commission waited to review the draft order until after the next lot review.

**85 Dufresne Dr. (Lot 12C)** - Mr. Goddard provided a revised plan dated 9-1-15 which again showed the changes as discussed at the last meeting as noted above. It also included a discussion about the small detention basin on this lot to ensure it will function. After some discussion about the water and sewer line location, the Commission closed the hearing. The Commission reviewed a set of draft conditions, one for house #81 Dufresne Dr. and one for house #85 Dufresne Dr. The Commission voted unanimously 5-0 to approve each of the orders as drafted and amended.

#### **Notices of Intent - Continuation**

##### **Lots 5, 6, 7, 8, 9, and 10 Gikas Ln. - Howe's Landing Developers, LLC**

Mr. Steve Dexter of Colonial Engineering was present. He apologized that Mr. DeSimone could not attend, but he is out sick. Mr. Dexter reviewed the changes on each plot plan, dated revised August 25, 2015, that had been made as requested at the last meeting. He started with Lot #10, he noted that the new design includes a 1000 gallon septic tank with pumps, the foundation drain, inspection ports in roof drain infiltration system, DEP #'s, erosion control detail, deck, basement elevation, fencing and revised dates. He then reviewed the plans for Lots 9, 8, 7, 6, and 5, all which had similar changes made to the plans. Each lot had a list of items added which is outlined in the file. The size of the house is the biggest house box that can be fit on the lot under current zoning; the likely hood is that the house will actually be smaller. The Commission noted that none of the roof drainage systems were shown as connecting to the infiltrators, this will need to be added to the plans before construction. After some discussion, the Commission agreed that these revised plans met their requirements. There being no further discussion, the Commission closed the hearing. The Commission reviewed the draft Orders of Conditions for each of these lots. Lot 5 is only in the outer buffer zone, so the conditions were different. The Commission reviewed the draft Order for Lot 5 and voted unanimously to approve as written and amended. Then the Commission reviewed the Draft Orders of Conditions for each of Lots 6 through 10 and voted to approve the Orders for each of these lots individually. The Commission voted unanimously 5-0 to issue the Orders as drafted and amended individually for Lots 6, 7, 8, 9 and 10.

### **Certificate of Compliance**

- DEP 212-313 612 Hemenway St. – re-issue Certificate of Compliance e- Ms. Ryder indicated this was a reissuance, so it can be recorded. The Commission voted 5-0 to reissue this Certificate of Compliance.

### **Discussion/Correspondence/Other Business:**

- City of Marlborough, Household Hazardous Waste Collection Day – Oct. 3<sup>rd</sup>, 2015 (Saturday) 9-1 PM – Easterly Water Pollution Control Facility- The Commission reviewed this and made note.
- Howe St. /Valley St. – preliminary subdivision plan - The planning Board is in the process of reviewing a preliminary subdivision plan which will be duplex houses along the old railroad bed just above the Design Pack building. A small portion of which is in the buffer zone. The plans were not available, so the Commission will review at a later date.

### **Project Updates:**

#### **Ms. Ryder provided the following updates:**

- Wetland Violation – 329 Maple St. has metal storage containers located OVER the brook and adjacent to the brook. The Commission agreed that the cars and storage containers would need to be moved outside of the floodplain and floodway for this brook. Ms. Ryder will issue a violation notice.
- Wetland violation – 811 Pleasant St. The Commission has not received any response from the violation notice issued a month ago on this property. The Commission asked Ms. Ryder to send another letter.
- Wetland violation – Overlook at Lake Williams –Ms. Ryder noted she had issued a violation notice because they had cleared more wetland than permitted when installing the gas line. The applicant is required to submit a restoration plan at the next meeting. The Commission will ratify the enforcement order at that meeting as well.
- Property of interest- Ms. Ryder has received two calls regarding two separate properties that may have conservation interest. The first is next to Cider Knoll, the second is on Robin Hill St. which is mostly wetland. Chairman Clancy indicated there isn't much funding available for purchase. Ms. Ryder will provide more details for the Commission to consider and determine if either parcel is worth pursuing.
- Conservation Land Management- Ms. Ryder reported that Ms. Paquin and a volunteer Betty Wright have been pulling a new invasive plant called "Stilt Grass" on the Sudbury side of the Desert Conservation Land. They will continue to monitor areas along all the trails. If necessary next summer, additional help may be needed to keep it under control. It is easily spread by wheel tires.


- 175 Lakeside Ave. – Ms. Ryder indicated that a Licensed Site Professional has discovered an old leak at the 175 Lakeside Ave property right across from Lake Williams. They will need to install some monitoring wells across the street from the station on city land within the buffer zone. Once she gets more details, she asked if the Commission would be amenable to the issuance of an Emergency Certificate to install the wells for monitoring and/or cleanup purposes. The Commission indicated that would be fine.

**Meetings** – Next Conservation meetings – Sept. 17<sup>th</sup> and Oct. 1<sup>st</sup>, 2015 (Thursdays).

**Adjournment**

There being no further business the meeting was adjourned at 9:09 PM.

Respectfully submitted,

  
Priscilla Ryder  
Conservation Officer

# Zoning Board of Appeals

## Minutes

August 18, 2015

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2015 SEP 21 P 12:44

**Members present:** Paul Giunta – Chairman, Theodore Scott, Thomas Golden and Mitchell Gorka

50 Brigham St. (Safety-Kleen – the applicant) – Clean Harbor owns Safety-Kleen.

**Representatives:** Kendra Kinscherf, Esq. (Attorney) of Davis Malm & D'Agostine P.C. Attorneys at Law and David D. Paquette, Director Branch Engineering | Safety-Kleen.

The hearing was opened with the reading of the legal ad notice. An e-mail from Gina Ippolito of 168 Mill St. dated August 18, 2015 and the Building Commissioner's denial letter dated June 15, 2015 were also read into the file.

**Plans presented:** Pavement Improvement Plans for Safety-Kleen, 50 Brigham Street, Marlborough, MA dated March 2015:

Sheet T-100.00	Cover sheet – Project Location & Scope of Work
Sheet C-100.00	Existing Conditions Map
Sheet C-110.00	Site Plan, Paving, Grading & Drainage Plan
Sheet C-120.00	Erosion Control Plan & Details
Sheet D-100.00	Drainage Details
Sheet D-200.00	Drainage Details

---

Site Landscaping Plan – Existing – dated 6/18/1996

Site Landscaping Plan – Proposed – dated 6/18/1996

A narrative was also included entitled: Petition of Safety-Kleen Systems, Inc., Impervious Surface Variance, 50 Brigham St.

According to their narrative and the Attorney's statements:

- Safety-Kleen leases only a portion of the entire parcel
- Topography - the lot is fairly flat
- Safety-Kleen is designated as #50A – 50H Brigham St. of which has separate occupants and businesses (8 tenants)
- The parcel has 177.00 ft. of frontage on Brigham St.
- The applicant stated there is enough parking for their existing 11 employees and 6 additional employees by utilizing exclusive use parking and shared parking on the lot.
- Fencing – It was asked by one of the members why not expand the existing fenced area. Answer – It would upset their existing traffic pattern within the lot. Their narrative states the property was previously “grandfathered”.
- Nothing is stored underground.

- Trucks empty hazardous material into storage drums before they are parked on the lot. Drums are normally stored for a week – 10 days.

**Proposal:** The proposed additional pavement is for parking their service trucks and storage of equipment, next to Building A.

Existing Conditions	Proposal	Required	Result
Existing - 2 catch <b>basins</b> in this area of the project.	Upgrade the existing 2 catch basins and add 2 new catch basins. This will upgrade their Storm Water Management and drainage. They stated the city's engineer approves of the plans for a system of oil/gas eliminator in new catch basins.		
Total acres = 2.55 Existing <b>Lot Coverage</b> - 1.80 acres of impervious surface (70.59%)	Propose Lot Coverage - 1.91 acres of impervious surface (74.90%)	Maximum required Lot Coverage = 60 %	Existing deviation = 10.59 %  Adding 4.31% of new pavement Creating a proposed deviation of 14.90 %
	<b>Landscaping</b> – Add 18 Mint Julep along the new pavement area near Building A in order to provide additional landscaping and screening. Remove existing paving and add pervious landscaping along the exclusive parking area on the northern property line in order to come into compliance with the Ordinance's 5 ft. setback requirement, and add 24 Gold Mound Spirea and 4 silver maple trees along the front lot line.	These additions will add to the existing non-conforming landscaping requirements.	
Currently have 11 <b>employees</b>	Adding 6 employees		Total = 17 employees

**Hardship** as stated by Atty. Kinscherf:

1. Difficult to meet all the zoning requirements with so many existing business and buildings.
2. The property has not met the 60% maximum lot coverage on this 2.55 acre site since at least 1993 when the city approvals were obtained for an expansion project that resulted in 70.59% of lot coverage.
3. Without the addition of 4.31% of pavement, it will be difficult if not impossible for Safety-Kleen will not be able to merge with Clean Harbor of its facilities and increase its operations at the property and could not adequately serve an ever-increasing demand for handling Regulated Recyclable Materials.
4. As a result of the peculiar circumstances noted, complying with the maximum lot requirements of the Ordinance would be insufficient for the existing businesses on the property, and would prove to be a substantial hardship to Safety-Kleen.
5. Parking and storage are limited due to the following:
  - o Uniquely shaped buildings with 8 separate areas for different occupants which occupy nearly one-quarter of the property.
  - o Shape of lot is unique – a narrow rectangle in the front (approximately half of this is occupied by one of the buildings)
  - o A trapezoid in the back (almost entirely occupied by two clusters of buildings and a rail line.

Board member, Mitchell Gorka, asked if they have any other options vs. expanding their “lot coverage”. Mr. Gorka felt the applicant should be able to utilize what is existing on their lot. They are adding to an already non-conforming lot. **Answer:** The attorney stated they cannot take away existing parking spaces, because they will not meet the parking requirement code for the city. Also, it may create an unsafe traffic flow if they tried to utilize what is existing on the lot. The attorney felt the proposal is off to the corner of the lot and will be out of the way.

Board wants to see at the continued meeting the following:

- A letter signed by the owner of the lot that he is aware of this proposal.
- A full size “stamped” plan that is not so busy, and showing i.e. Lot coverage
- Check with the fire dept. if they have any issues. This office will forward to the fire department Ms. Ippolito’s e-mail.

With the consent of the applicant in order to provide the above additional information, the hearing was continued to Sept. 8, 2015 at 7:00 PM.

Respectfully submitted,

  
Paul Giunta  
Chairman



## Zoning Board of Appeals

### Minutes

September 8, 2015

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

**Members present:** Paul Giunta – Chairman, Theodore Scott, Thomas Golden, Mitchell Gorka and Ralph Loftin. Mr. Loftin signed an affidavit stating he had read the minutes from the August 18, 2015 meeting.

2015 SEP 21 P 12:44

**Location:** 50 Brigham St. (Safety-Kleen – the applicant) – Clean Harbor owns Safety-Kleen.  
**(Continuation from August 18, 2015)**

**Petition:** Safety-Kleen Systems, Inc. proposes to expand their pavement at 50 Brigham St. (Map 104, Parcels 26 & 26A of the Assessor's Maps) The existing "lot coverage" already exceeds the limits under the City of Marlborough's current regulations-Article VII-Dimensional, Landscaping and Parking Regulations-Table of Lot Area, Yards and Height of Structures. Lot is located in an Industrial Zone.

**Representatives:** Kendra Kinscherf, Esq. (Attorney) of Davis Malm & D'Agostine P.C. Attorneys at Law (arrived late due to traffic) and David D. Paquette, Director Branch Engineering|Safety-Kleen.

According to their narrative, Safety-Kleen accepts both hazardous and non-hazardous materials, which are then handled and sent off-site for recycling. They do not permanently store any hazardous waste at the Marlborough facility.

The Chairman read into the file an e-mail from the Deputy Fire Chief, Frederick Flynn, in response to the Board's inquiry if Safety-Kleen had any past or present violations on the site. **Answer:** Safety-Kleen has no underground storage tanks, permits are current, and no violations. (e-mail is in Board's file)

David Paquette stated the following:

- Clean Harbors, in Southborough, MA acquired Safety-Kleen. The increase in pavement will be for the additional trucks and equipment from Clean Harbors.
- Safety-Kleen is permitted through the Mass Dept. of Environmental Protection (DEP) Because of this permit, the trucks on site has to be secured within a fenced in area.
- Will remove existing paving (a very small section) and add pervious landscaping along the exclusive parking area on the northern property line in order to come into compliance with the Ordinance's 5 ft. setback.
- The facility is inspected by the city's fire dept. once or twice a year.
- Safety-Kleen has offered to purchase the property, but the land owner refused.

Board Members Mitchell Gorka and Ralph Loftin felt the applicant has not explored other options vs. getting a variance. Mr. Gorka felt there are unused areas within the lot they can utilize. Mr. Loftin suggested the applicant ask the land owner if the

**“Rail Siding Lease Area”** could be used as additional space. David Paquette stated that may not be a good idea, because there are no catch basins in that area.

There was some discussion concerning:

- Tanks size and location of tanks.
- Adequate parking within the site for employees and equipment
- The plans bared a “mechanical” stamp vs. a “civil” stamp; will this type of stamp become a problem?

Atty. Kendra **arrived** and stated:

- The additional **4.31% of** pavement will not be an impact on the property or to the abutters.
- The applicant will improve surface run-off by adding 2 new catch basins and improving 2 existing catch basins.
- In her narrative, she mentioned the following:
  - Recent decisions in granting variances by the Zoning Board of Appeals.
  - **Hardship** – Safety-Kleen cannot provide safe and adequate access and parking, while not having a negative impact to its business, are the types of hardships sufficient for granting a variance.
  - The petition will not negatively impact the property or the surrounding industrial properties and will not substantially derogate from the intent of the Ordinance.
  - The variance will benefit the property and the city by improving the stormwater management system by upgrading the two existing catch basins and adding two new catch basins.
  - Safety-Kleen has explored other alternatives; this is the most feasible and safest option.
  - Cannot use Clean Harbor’s location in Southborough to expand. David stated that the DEP permits are for the site in Marlborough. Clean Harbors has no such permits. To relocate Safety-Kleen will be difficult.

### **Submissions**

As requested from the August 18<sup>th</sup> meeting, a packet was submitted to the **Board with the following information:**

- Narrative - Supplemental memorandum for Safety-Kleen Systems, Inc.’s Variance Petition (50 Brigham St.)
- Existing Site Plan, stamped by N.D. Eryou, PhD, P.E. on August 31, 2015
- Proposed Site Plan, stamped by N.D. Eryou, PhD, P.E. on August 31, 2015
- Existing Site Plan (with truck turning patterns), stamped by N.D. Eryou, PhD, P.E. on August 31, 2015.
- Letter from Myrna Sheehan, Trustee, dated August 21, 2015
- A full sized set of the stamped plans.

With no other testimony taken or given, the public hearing was closed.

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

Board Member, Theodore Scott was in favor of granting the variance based upon the following findings:

- The applicant responded to the Board's directives conveyed at the initial meeting by providing: A clearer and more simplified plan that specifically defined information pertaining to the variance and a letter from the owner of the property giving consent for the application.
- Circumstances related to the shape of the lot and locations of the structures are: the lot in question is not a standard rectangular shaped lot and there are multiple tenants and buildings on the lot that share a common central located parking lot/driving lane area. In addition, there is a 30' foot wide city of Marlborough drainage easement that runs through the property that limits the area that can be used for storage of equipment. Further, utilizing other existing paved areas on the lot is not feasible, because the new equipment area would have to have a perimeter fence which would impact movement on the site.
- The hardships related to these circumstances are: the applicant will not be able merge with the Southborough Clean Harbors facility to more efficiently and more cost effectively operates unless the minor pavement expansion is possible.
- Thus, a literal enforcement of the ordinance would cause a substantial hardship financial or otherwise owing to circumstances related to the shape of the lot and locations of the structures.
- The current paved area is 70.59% which is already over the zoning ordinance maximum lot coverage requirement of 60% and thus is a pre-existing non-conformance. Increasing the area by 4.31% will not have a negative impact to the city or abutters.
- The applicant will provide new landscaped screening adjacent to the north-east abutter.
- The applicant will provide two new catch basins and replace two existing catch basins with catch basins that are in compliance with the current applicable storm water management regulations. This will significantly reduce the amount of pollutants that could enter the City's drainage system.
- The only abutter concern was regarding what the abutter believed was the existing practice of vehicles containing hazardous waste driving on Mill Street. The applicant agreed that vehicles containing hazardous waste would not drive on Mills Street unless servicing a client on Mill Street.
- The intent of the Zoning Ordinance is to protect the interests of the city and abutters. The minor pavement expansion will not nullify or substantially derogate the intent of the zoning ordinance or diminish the public welfare. The added screening, new catch basins and agreement to limit vehicle traffic on Mill Street are consistent with the intent of the Zoning Ordinance and will improve the public welfare.

Board Member, **Mitchell Gorka** stated the following:

- Safety-Kleen has been a safe, reliable and federally permitted business in Marlborough since 1980.
- Safety-Kleen was acquired by Clean Harbors, which is a reactive hazardous waste cleanup business; compatible with Safety-Kleen's proactive hazardous waste disposal business.
- Clean Harbors has a unit (not state or federally permitted) in Southborough, MA which would like to relocate to the 50 Brigham St. site that Safety-Kleen occupies.
- In order to relocate, Clean Harbors requires additional space for their trucks which is not currently available without increasing the amount of impervious surface.
- The parcel currently exceeds the 60% Lot Coverage limit and the additional proposed space would increase non-compliance further by another 4.31%.
- Safety-Kleen is a tenant at 50 Brigham St. and occupies the majority of the 2.5+ acre parcel there.
- There is also a 1 story building and a circular shaped building which are not occupied by Safety-Kleen.
- The Safety-Kleen's representatives did not know how much of the 1 story building on the parcel was available for lease or how much of the abutting contiguous parcel was available for lease. A very large "for lease" sign sits on the contiguous property and there appears to be considerable space available.
- The petition for the variance to increase the Lot Coverage is proposed on the "hardship" that Safety-Kleen would not be able to accommodate Clean Harbors' trucks and equipment and this impacts the efficiency of their operations.

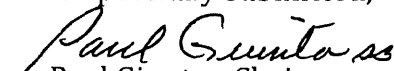
Board Member, Ralph Loftin had similar concerns as stated above.

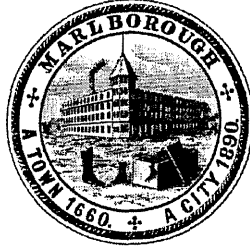
**Motion:** A motion was made by Theodore Scott to grant a variance with a condition that the trucks containing hazardous waste existing Safety-Kleen take a right onto Brigham St. and go to the set of lights onto Maple St. This will help address the abutter, Ms. Ippolito's concerns.

Motion **seconded** by Thomas Golden. This was opened up for discussion. There was no discussion.

With no other motions on the table, the Board **voted 3-2 not to grant a variance.**  
The meeting was adjourned.

Respectfully submitted,

  
Paul Giunta - Chairman



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2015 SEP 23 A 10:33

**CITY OF MARLBOROUGH  
OFFICE OF TRAFFIC COMMISSION  
140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752**

**Traffic Commission Minutes**

The Regular Meeting of the Traffic Commission was held on Tuesday, July 28, 2015 at 10:00 a.m. in the City Council Committee Room, City Hall. Members present: Chairman - Police Chief Mark Leonard, DPW Commissioner John Ghiloni and Fire Chief Kevin Breen. Also present: City Engineer Evan Pilachowksi and Asst. City Engineer Tim Collins. Minutes taken by: Carrie Lizotte, MPD Records Clerk.

**1- Minutes**

The minutes of the Traffic Commission meeting of Tuesday, June 23, 2015.

MOTION to TABLE was made by Police Chief Leonard, seconded Ms. Thomas, it was duly VOTED: TO TABLE MEETING MINUTES TO NEXT MEETING.

**2-New Business**

It was duly voted: to move up sections so the audience members could participate.

**2f) Request from Trish Pope, re: New St. @ Granger Blvd.**

Ms. Pope asked if there was any possibility that the Engineering Department could take a look at the oncoming flow of traffic from Main Street. Her members are trying to turn onto New Street to access the Senior Center. She stated her members coming from Main Street have to make a quick left turn from the left side of the street and it's becoming an issue for some.

Chief Leonard stated that there was some discussion and a study done several years ago regarding the traffic patterns on Granger Blvd. Tim Collins stated that there are arrows on the top of the lanes which follows the lanes through to New Street which may confuse anyone trying to get over to New Street from the left lane.

Ms. Pope stated it may be easier for her to educate her members to use nearby neighboring streets to gain access to the Senior Center.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE ON FILE.

**2c) Communication from Carrie-Ann Rawson, re: crosswalk on Lincoln St. @ Cross Street.**

Ms. Rawson stated that walks frequently along Lincoln Street and stated there is a good amount of cars ignoring the crosswalks at Lincoln and at Cross Street. She also stated that the amount of people needing assistance with getting into Bouvier Pharmacy and the Advocate Apartments both on Lincoln Street; that the crosswalks are needing attention. She asked if it was possible to add signage to let the drivers know that there are crosswalks.

Chief Leonard mentioned that the place signs that go on the street notifying drivers of the sidewalks are good only if they are in busier intersections (i.e. Main Street) and the signs tend to disappear after placement. Tim Collins stated that they could possibly do advance warning crosswalk signs with arrows pointing down to warn the drivers of the crosswalks.

Chief Leonard also stated he will inform the officers to monitor the crosswalk for any violations.

Motion was made to Refer to Engineering for sign placement and to Refer to the POLICE DEPARTMENT for monitoring.

**2a) Communication from Jan Keith, re: Hemenway St. /Wilson St. traffic concerns.**

Ms. Keith expressed her concern via email to Chief Leonard regarding the excessive speed and lack of failing to stop at the stop sign on Wilson Street by drivers. She stated in her email that cars tend to speed at the corner of Hemenway onto Wilson Street causing several cars in the past years to take out the fire hydrant located at 274 Wilson Street. She is asking for more increased patrols to monitor the speeding and a possible stop sign.

Chief Leonard stated that he can ask the officers to monitor the speed of drivers. Tim Collins stated they can do a study of the sign placement of "curve" to alert drivers of the impending curve.

Motion was made, seconded, duly voted to refer to the Engineering for a warranted sign and to refer to the POLICE DEPARTMENT for speed monitoring.

**2b) Request from Councilor Tunnera re: Jake Brake restriction on West Main St.**

Councilor Tunnera's constituent spoke to him regarding the use of Jake Brakes along West Main Street at all hours of the night by semi-trucks traveling throughout the city and using their "Jake brakes" to do a quick stop.

Tim Collins gave a brief discussion when truck drivers use their “Jake brakes” which assists the slowdown of a vehicle. This brakes makes a staccio sound, which can be quite loud going against the City’s Noise ordinance. To enforce the limiting of the brakes would increase educating the drivers of the noise ordinance. However, with the amount of traffic that flows through the City at night, it may not be possible to educate all drivers who use these brakes. Chief Leonard stated that this issue has been brought up before with the Code Enforcement Officer, Pamela Wilderman. He suggested that the Code Enforcement Officer may be able to give some insight on how to enforce the noise ordinance. The Chief also mentioned that he will alert the officers to monitor the area for any signs of the excessive noise.

Motion was made, seconded, duly voted to Refer to Code Enforcement and the POLICE DEPARTMENT for further review.

#### **2d) Speeding concerns on Laviolette Street**

There was some concern regarding cars speeding and using the street as a cut through to the condos located on West Main Street. Officer Wicks stated he has traffic flow through out different times of the day and did not witness any aggressive behavior by the drivers. Chief Leonard stated he has asked Officer Wicks to continue monitor the speeding.

Motion was made, seconded, duly voted to have the Police Department monitor the speeding.

#### **2e) Communication from Theresa Lee, Speeding concerns on Framingham Rd.**

Ms. Lee has is concerned with the traffic of the speeding cars along this one way portion of Framingham Road, siting cars have ran over neighboring pets. She asked if there was any way to slow down the traffic. Tim Collins stated that there is not enough signs properly identifying the miles per hour along this route. It was also discussed about using a speed bump, in which both the Fire Chief and Police Chief were not in favor of this method of enforcement.

Motion was made, seconded, duly voted to refer to Department of Public Works to adding the signage as needed.

### **SUSPENSION OR RULES**

Motion was made, seconded, duly voted to suspend the rules to discuss Kings Grant.

Councilor Clancy, Kings Grant @ Applewood, discussion of speeding cars

Councilor Clancy discussed the intersection of Kings Grant onto Applewood and the cars turning at a fast rate. It was discussed how the cars turning onto Kings Grant speed and have nearly hit several trees or oncoming cars waiting to turn onto Applewood. It was suggested that a possible painted island or a possible rumble strip would be benefitted at that intersection.

Motion was made, seconded, duly voted to refer to the Department of Public Works.

2g) Communication from Janet Vigeant, Brigham Street traffic concerns.

In a letter to the Commission, Ms. Vigeant stated that she is concerned about the increased traffic throughout the day, in particular the morning hours. She is stating that with construction of Marlborough Hills, the increased amount of commercial trucks on the scenic road makes it dangerous for people to enjoy the area, including walking to Jericho Hill Recreation area.

There was discussion about the traffic flowing into Southborough to alleviate some of the commercial traffic. However, Mr. Collins stated that DPW does not have the right to enforce which way the commercial traffic into Southborough as they would need permission from the Town of Southborough according to MASS DOT. In which case, in the past, the Town of Southborough would not agree to allow commercial traffic. Chief Leonard stated he could ask the patrol officers to enforce the rules of the road.

Motion was made, seconded, duly voted to refer to the Police Department for increased enforcement.

Ms. Thomas excused herself from the meeting.

2h) West Hill Rd. commercial vehicle exclusion request.

It was brought to the Commission's attention that there has been increased commercial traffic on the narrow winding roadway. It was suggested that the Department of Public Works will do a traffic study.

Motion was made, duly voted to refer this matter to the Department of Public Works.

**3-Old Business**

**3a) Municipal off street parking regulation.**

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3b) High School parking regulations.**

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3c) Stop signs on Bigelow Street.**

The Police Chief gave an update, several of the stop signs will be removed within a few weeks. He will report back once they have been removed.

**3d) Traffic Commission rules and regulations**

MOTION was made, seconded, duly VOTED:



To TABLE.

**3e) Towing vehicles from municipal lots for snow removal.**

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3f) Communication from Maureen Matott, re: Request for yield sign for traffic on East Main St. @ Stevens St.**

MOTION was made, seconded, duly VOTED:  
To TABLE

**3g) Request for HP spot in front of 2 Hill Rd. and sign restricting parking within 20' if Hill Rd. and Lakeshore Dr.**

Motion was made, second duly voted:

To TABLE.

**3h.) Request for speed limit and other warning signs on Simpson Rd.**

Motion was made, second duly voted:

To TABLE.

**3i) Speeding and other traffic concerns on Lakeshore Dr.**

Motion was made, second duly voted:

To TABLE.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 11:30 am.

Respectfully submitted,

Carrie A. Lizotte  
Records Clerk  
Marlborough Police Department

**List of documents and other exhibits used at the meeting:**

- Meeting Agenda for Tuesday, July 28, 2015 (Including City of Marlborough Meeting Posting)
- Draft of Minutes from meeting on June 23, 2015
- GIS MAP of Granger Blvd & New St, provided by T. Collins.
- GIS MAP of Lincoln Street before Bouvier Pharmacy.
- JAKE Brake information from Maine provided by T. Collins

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2015 SEP 23 A 10:33



**CITY OF MARLBOROUGH  
OFFICE OF TRAFFIC COMMISSION  
140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752**

**Traffic Commission Minutes**

The Regular Meeting of the Traffic Commission was held on Tuesday, August 25, 2015 at 10:00 a.m. in the City Council Committee Room, City Hall. Members present: Chairman - Police Chief Mark Leonard, DPW Commissioner John Ghiloni, Fire Chief Kevin Breen and City Clerk Lisa Thomas. Also present: City Engineer Evan Pilachowski and local resident James Joubert. Minutes taken by: Karen Lambert, MPD Records Clerk.

**1- Minutes**

The minutes of the Traffic Commission meeting of Tuesday, July 28th, 2015.

MOTION was made, seconded, duly VOTED:  
TO TABLE - not yet complete.

**2 - New Business**

**2a) Parking Concern on Calder Street**

Resident of Calder Street has requested assistance with a parking issue. When cars are parked on the right side of Calder Street, as you enter from Pleasant Street, it becomes a tight 1 lane street. He said that he drives on the curb to pass parked cars and feels that emergency vehicles would not be able to get through.

Chief Leonard advised that officers have been sent up to this location. He noted that there is a citywide regulation that states "no parking within 20 feet of an intersection". He agrees that the street is very narrow and that it may be a matter of educating residents as to the specifics of the no parking ordinance. Fire Chief Breen also went out to look at the area. There were no cars parked there at the time, however, he said that he can't imagine that it wouldn't be a problem if cars were parked here. He doesn't see why people would park here as it would obviously create a problem. He also noted that the way the trees are angled it would cause a problem even if cars were parked 25 feet back

from the intersection. Commissioner Ghiloni advised that the DPW is in the process of cutting back the trees. Chief Leonard suggested that the Police Department continue to monitor the area. If it continues to be a problem, the Traffic Commission can look into it further.

MOTION was made, seconded, duly VOTED to REFER to the POLICE DEPARTMENT for enforcement.

**2b) Request for restricted parking for buses during certain hours on Newton Street near the parking garage.**

Chief Leonard received this request from the Mayor's office. Nick Milano, Executive Aide to the Mayor, explained in his e-mail that the MADOT and Peter Pan buses are beginning a bus line into Boston. It will park outside of the Newton Street garage for arrivals and departures. The inbound trips will leave Marlborough at 6:35am and 7:35 am. The return trips will leave Boston at 4:45pm and 5:45pm. They are specifically requesting that the four parking spots outside of the garage be marked as No Parking from 5-8am and 5-8pm to allow space for the bus to park.

Chief Leonard said that this would definitely be a benefit to commuters going into Boston. He believes there was a time that these spots were designated for commuters so that they are currently not subject to time limit parking. Evan Pilachowski noted that the buses would come in off of Granger Blvd. The bus kiosk is actually further down the road but other parking spots in the area (closer to downtown) are for business and handicapped spots.

Since this is supposed to start soon, Chief Leonard suggested that the Traffic Commission take a verbal vote now and he will prepare the regulation for the next meeting. The time limit parking will be added to the appropriate section in the regulations.

MOTION was made, seconded, duly VOTED to APPROVE a verbal amendment adding the time limit parking to the four parking spots in front of the parking garage on Newton Street. ALL IN FAVOR.

Chief Leonard will prepare the formal regulation for the next meeting. He will also let Nick Milano know so that he can respond to the MADOT. Lisa Thomas also advised that she will advertise the change right away. Evan Pilachowski will look into the formal wording. It will be similar to what is currently in place in front of the former Senior Center at 240 Main Street.

**2c) Request for crosswalk on Northboro Road at Marlborough Hills.**

Employees of Marlborough Hills Rehab are allowed to use the parking lot across the street at the Embassy Suites hotel when they are working. The facility has asked the DPW about the possibility of installing a crosswalk here.

Chief Leonard said that he recalls Ken Calder bringing this up before. There were several issues brought up as to why this is not a good location for a crosswalk. 1) This would be a "midblock crosswalk" which is not the norm. 2) There is only a sidewalk on one side of the road, opposite from Marlborough Hills Rehab. 3) There is no curb cut to

make it handicap accessible and they would not want it to go into the driveway. 4) The area is also on an incline. There was a recommendation last time to clear vegetation to make the sightline better.

In light of the above, Chief Leonard does not feel that a crosswalk in this location is necessary nor is it something the City would want to be involved in at this point. He will reply to Ken Calder of the DPW.

MOTION was made, seconded, duly VOTED to REFER to Chief Leonard to advise Ken Calder of the issues so he can pass along the information.

**2d) Communication from Councilor Irish, re: Parking concerns on Russell St. at Pleasant St.**

Chief Leonard received an e-mail from Councilor Irish stating that residents are having a difficult time getting out of their driveways when cars at the corners of Russell St. and Pleasant St. He also mentioned cars being parked on the sidewalks. Chief Leonard again noted the citywide regulation that cars are not to be parked within 20 feet of an intersection. He noted that the problem seems to be more on Russell Street than Pleasant Street. Some of this is an enforcement issue, however, he also thinks the Police need to educate the residents about the parking restriction near an intersection.

MOTION was made, seconded, duly VOTED to REFER to the POLICE DEPARTMENT for enforcement and see what happens. If it continues to be a problem the Traffic Commission can look into it further.

**2e) No parking regulation, Williams St.**

Commissioner Ghiloni said that Tim Collins asked if we could hold off on this issue until they had more information. Commissioner Ghiloni met with Evan Pilachowski this morning to try to figure it out. There appear to be two issues. 1) Cars are parking on the sidewalk. 2) Cars are blocking handicapped access. Commissioner Ghiloni asked what they did before the sidewalks were installed. It appears cars just parked in the gutter. Busy court mornings seem to be the problem and they need to figure out how to keep cars off the sidewalk.

MOTION was made, seconded, duly VOTED to TABLE until more information is available to properly assess the situation.

**3-Old Business**

**3e) Towing vehicles from municipal lots for snow removal.**

Commissioner Ghiloni advised that the DPW is meeting next week to discuss this issue. The same situation is happening now when they are trying to clean the lots. They need to have vehicles removed from city lots in order to sweep them. They are "losing man hours" trying to work around people who are parking there. The problem is how to enforce the rules and regulations that are in place.

Chief Leonard advised that the notification piece has been the issue for the Police Department. He said that a representative from the Police Department can be involved in the discussion if Commissioner Ghiloni would like someone to attend.

MOTION was made, seconded, duly VOTED to TABLE until the next meeting.

**3d) Traffic Commission rules and regulations update.**

Lisa Thomas noted that the recodification of the City Code is ready to be done, however, they will be keeping the Traffic Commission piece separate.

MOTION was made, seconded, duly VOTED:  
To TABLE.

**Communication from Jan Keith, re: Hemenway St./Wilson St. traffic concerns.**

Evan Pilachowski advised that Tim Collins is off today. The update will be tabled until the next meeting when Tim Collins is available.

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3f) Communication from Janet Vigeant Re: Brigham St. traffic concerns.**

Evan Pilachowski advised that all six of the counters are not working properly and have been returned to the company to be fixed. Chief Leonard also asked about the issue of centerline striping. Engineering advised that the entire issue will stay on the agenda until the counters are fixed and they can get an accurate truck count.

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3g) Minutes from June Meeting.**

MOTION was made, seconded, duly VOTED:  
To ACCEPT and PLACE ON FILE.

**3c) Stop signs on Bigelow St.**

Mr. Joubert was in attendance for an update on this issue. Mr. Pilachowski advised that a taller pole was needed in order to get the best sunlight. The pole has been delayed coming in. Once it was received, Engineering will work the electrical contractor to get it installed. It will hopefully be a fall project and should be installed quickly once it comes in.

Mr. Joubert also commented that he likes the lighted stop signs at the end of Bigelow Street. Chief Leonard advised that this type of sign was something the city was testing

out. He would actually like to see more on them. Commissioner Ghiloni commented that it is a "test run" to see what happens and how long they last.

Chief Leonard went on to explain the entire issue in more detail to the new Fire Chief. Fire Chief Breen said he also drove down Bigelow Street to understand the issue being discussed.

***Update on item no longer on agenda -***

**Intersection of Williams Street and Gleason Street**

Mr. Pilachowski advised that the intersection has been boxed out but the signs still have to be installed.

**3a) Municipal off street parking regulation.**

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3b) High School parking regulations.**

MOTION was made, seconded, duly VOTED:  
To TABLE.

---

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 10:38 am.

Respectfully submitted,

Karen L. Lambert  
Records Clerk  
Marlborough Police Department

**List of documents and other exhibits used at the meeting:**

-Meeting Agenda for Tuesday, August 25, 2015. (Including City of Marlborough Meeting Posting).

-E-mail from Gregory Stewart to Chief Leonard, dated 7/22/15, re: Calder Street.

-E-mail from Nicholas Milano (Executive Aide to the Mayor) to Chief Leonard, dated 8/24/15 and 7/30/15, re: Parking for commuter bus line into Boston.

-E-mail from Ken Calder to the Traffic Commission Members, dated 8/4/15, re: Crosswalk at Marlborough Hills Rehab.

-E-Mail from Councilor Irish to Chief Leonard, dated 8/12/15, re: Parking on Russell and Pleasant St.

-Revised No Parking Regulation for Williams Street, along with aerial photo (GIS).

-Draft of Traffic Commission Minutes from June 23<sup>rd</sup>, 2015.

**Additional Handouts:**

None