

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2014 SEP 18 P 12: 28

1. Minutes of the City Council Meeting, SEPTEMBER 8, 2014.
2. Communication from the Mayor re: Board of Health transfer request in the amount of \$3,200.00 which moves funds from Part-time Nurse to Medical Supplies to address an increase in the cost of flu vaccinations, specifically the Quadrivalent (four strain) Vaccine.
3. Communication from the Mayor re: Emergency Management Performance Grant awarded to the City of Marlborough in the amount of \$18,435.00 for fiscal years 2013 & 2014 in which the funds will be used towards the purchase of an all-terrain vehicle and 800 MHZ radio with GPS monitoring.
4. Communication from the Mayor re: An Amendment to the City Code Relative to the Chief Procurement Officer.
5. Communication from the Mayor re: An Amendment to the City Code Relative to the Municipal Finance Department Appointment Terms.
6. Communication from Symmes Maini & McKee Associates re: Application for Site Plan Approval- Marlborough Hills, 200 Forest St. Parking Expansion. (The correlating document for this item is available for viewing the City Clerk's Office).
7. Petition of NGrid and Verizon New England Inc. to install new jointly owned P#9 Simarano Dr. this pole is required to provide service to existing building at 2 Results Way. A three phase overhead primary line will be installed from P#9 to private property P9-70.
8. Minutes, Planning Board, August 18, 2014.
9. Minutes, Council on Aging, June 10, 2014.
10. Minutes, Fort Meadow Commission, July 17, 2014.
11. CLAIMS:
 - A. Fredda Bauer, 7A Pondview Way, Northborough, MA, pothole or other road defect

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From City Council

12. **Order No. 14-1005864A** - Appointments of Ryan Wambolt and Santiago Vergas as youth appointees to the Youth Commission for terms of one year from date of approval. **Recommendation of the City Council to Table.**
13. **Order No. 14-1005802C** - Application for Renewal of Junk Dealer's License by Best Buy Stores, LP #820, 769 Donald Lynch Blvd. **Recommendation of the City Council to Table until next City Council meeting.**
14. **Order No. 14-1005803C** - Application for Renewal of Junk Dealer's License by Best Buy Stores, LP #1966, 601 Donald Lynch Blvd. **Recommendation of the City Council to Table until next City Council meeting.**

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 8, 2014

Regular meeting of the City Council held on Monday, SEPTEMBER 8, 2014 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Pope, Oram, Ossing, Robey, Delano, Page, Elder, Tunnera, Clancy, Irish, and Landers. Meeting adjourned at 8:49 PM.

Council President Pope requested a moment of silence in remembrance of Specialist Brian Arsenault of Northborough who sacrificed his life in service to our country in Afghanistan.

ORDERED: That the minutes of the City Council meeting AUGUST 25, 2014, **FILE**; adopted.

ORDERED:

**ACCEPTANCE OF LAYOUT AND EMINENT DOMAIN ORDER OF TAKING
OF WAYS AND EASEMENTS IN THE CARISBROOKE I SUBDIVISION AND
IN THE CARSIBROOKE II SUBDIVISION**

I. CARISBROOKE I SUBDIVISION

WHEREAS, at a meeting of the City Council of the City of Marlborough held this ___ day of _____ 2014 it is ordered the City Council, having determined and adjudicated that the common convenience and necessity requires that certain existing private ways in the subdivision known as Carisbrooke I, being laid out in the location hereinafter described, and having complied with all the requirements of law relating thereto, become public ways, did on the ___ day of _____ 2014 lay out such ways under provision of law and it was voted following the report of said layout, to accept such ways as laid out; and

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity, including for the protection of the health, welfare, and safety of the residents of Marlborough, require that the land described herein be taken in fee; and

WHEREAS, the City Council of the City of Marlborough has determined that the taking of the fee by Eminent Domain in, on, under, over, across and through the herein described land, is necessary and reasonable to carry out the aforementioned purpose; and

WHEREAS, all preliminary requirements have been complied with;

NOW, THEREFORE, IT IS HEREBY ORDERED that the City Council of the City of Marlborough by virtue of the authority and the power conferred by the City Charter and by virtue of the applicable provisions of the Massachusetts General Laws, Chapters 82 and 79 and by virtue of every other power and authority thereto enabling, and in the exercise of power and authority conferred by said laws, and under any other authority enabling us hereto, do hereby adopt an Order of Taking of land on behalf of said City of Marlborough. By such order, we take by Eminent Domain the fee in the land of those certain ways in the subdivision known as Carisbrooke I, including the streets named Harper Circle, Hawkins Lane, Prendiville Way, Stetson Drive, and Woodcock Lane, the sidewalks and curbs, and the utilities therein and thereunder said streets including water, sewer, and drain lines and appurtenant structures, as described on the plans accompanying this Order entitled as follows:

“Plan of Municipal Easements In Marlborough, Massachusetts on Farrington Lane, Prepared For The City of Marlborough, Sheet 1 of 2, scale: 1 inch = 40 feet, date: _____”, recorded herewith as Plan _____ of 20__;

“Plan of Revised Drainage Easements on Farrington Lane & Woodcock Lane Marlborough, Massachusetts, Lot A, Lot 63, Lot 64, Lot 65, Lot 83, Lot 84, Prepared For The City of Marlborough, scale 1” = 40 Feet, by Thompson Liston Associates, Inc., date: _____”, recorded herewith as Plan _____ of 20__;

“Acceptance Plan Land In Marlborough, Massachusetts of Harper Circle And Municipal Easements, Prepared For The City of Marlborough, scale: 1 inch = 40 feet, by Thompson Liston Associates, Inc., date: _____”, recorded herewith as Plan _____ of 20__;

“Acceptance Plan Land In Marlborough, Massachusetts of Hawkins Lane And Municipal Easements, Prepared For The City of Marlborough, scale: 1 inch = 40 feet, by Thompson Liston Associates, Inc., date: _____”, recorded herewith as Plan _____ of 20__;

“Acceptance Plan Land In Marlborough, Massachusetts of Prendiville Way And Municipal Easements, Prepared For The City of Marlborough, Sheet 1 of 2, scale: 1 inch = 40 feet, by Thompson Liston Associates, Inc., date: _____”, recorded herewith as Plan _____ of 20__;

“Acceptance Plan Land In Marlborough, Massachusetts of Prendiville Way And Municipal Easements, Prepared For The City of Marlborough, Sheet 2 of 2, scale: 1 inch = 40 feet, by Thompson Liston Associates, Inc., date: _____”, recorded herewith as Plan _____ of 20__;

“Acceptance Plan Land In Marlborough, Massachusetts of Stetson Drive And Municipal Easements, Prepared For The City of Marlborough, scale: 1 inch = 40 feet, by Thompson Liston Associates, Inc., date: [_____”, recorded herewith as Plan _____ of 20__;

“Acceptance Plan Land In Marlborough, Massachusetts of Woodcock Lane And Municipal Easements, Prepared For The City of Marlborough, scale: 1 inch = 40 feet, by Thompson Liston Associates, Inc., date: _____”, recorded herewith as Plan _____ of 20__;

The total land area being taken in fee for the purposes of a public way or public ways consists of approximately 327,681 SF. For title, the assumed owners of the roadways, owners of lots from which the roadway parcels are taken, and the Middlesex County South Registry references are as follows:

<u>Assumed Owner & Name of Street(s)</u>	<u>Middlesex Registry</u>		
	<u>Book</u>	<u>Page</u>	<u>Cert. (if any)</u>
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.			
Harper Circle	16413	352	N/A
	16860	277	N/A
	17581	418	N/A
	16754	44	N/A
	16892	271	N/A
Woodcock Lane Registered portion			172695 177320
	PL 5374L	993 145	
Recorded portion	16398	133	
	17046	348	
	16562	41	
	16508	559	
Hawkins Lane Registered portion			172695
PL 2370C	993	145	
Recorded portion	16552	486	
	17268	139	
	16723	338	
Prendiville Way			172695 177320
PL 5374L	993	145	
Stetson Drive			172695 177320
PL 2370C	993	145	
N/F Alison Crouse & Gregory Garson 36 Harper Circle			
Portion of Harper Circle (to centerline)	47717	98	

N/F Karen M. Chesler & Robert P. Rivet
 142 Prendiville Way

Portion of Prendiville Way	232260
(to centerline) LC Lot 65 PL 5374L 993 145	

N/F Julie Shepherd & Brian Shepherd
 35 Prendiville Way (LC Lot 77)

Portion of Prendiville Way	227238
(to centerline) LC Lot 77 PL 5374L 993 145	

All trees, structures, and appurtenances therein, thereunder, and thereon are expressly included in this Taking.

The ownership of said parcels and each of them are supposed to be as stated herein, but said fee or rights of way and each of them are hereby taken whether the ownership is as stated above or otherwise. We determine that no damages have been sustained by the owners of the land and utilities so taken.

IT IS ALSO HEREBY ORDERED, that the City Council of the City of Marlborough by virtue of the authority and the power conferred by the City Charter and by virtue of the applicable provisions of the Massachusetts General Laws, Chapters 82 and 79 and by virtue of every other power and authority thereto enabling, and in the exercise of power and authority conferred by said laws, and under any other authority enabling us hereto, do hereby adopt an Order of Taking of land on behalf of said City of Marlborough, the City Council of the City of Marlborough by virtue of the authority and the power conferred by the City Charter and by the applicable provisions of Chapters 82 and 79 of the Massachusetts General Laws and by virtue of every other power and authority thereto enabling, and in the exercise of power and authority conferred by said laws, and under any other authority enabling us hereto, do hereby adopt an Order of Taking of land on behalf of said City of Marlborough.

By such order, we take by Eminent Domain the all of the permanent easements located in the Carisbrooke I subdivision, which include without limitation drainage, flowage, headwall maintenance, and utility easements (which include more than one type of the easements listed herein in combination), including but not limited to sewer easements, for the purposes of access, laying, operating, altering, constructing, maintaining, replacing, operating, altering, repairing, removing, and changing the size of and replacing drains for the passage of storm and surface waters under, over and through said easements, as described above on the plans accompanying this Order.

All trees and structures and appurtenances therein, thereunder, and thereon are expressly included in this Taking.

The total land area being taken for permanent easements is approximately as shown on said aforementioned plans. For title, the assumed holders of the easements and the Middlesex County South Registry references are as follows:

**Assumed Holder of Easement Street Name Middlesex Registry
(& Fee Owner, If Registered) & Address Book Page Cert. (if any)**

Farrington Lane

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	31	17009	570	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	41	18224	570	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	51	15905	049	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	65	16374	089	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	81	6594	079	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	82			174417
N/F Brian Hendrix & Gail Hendrix LC Lot 18 PL 2370C	993	145		232654
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	106	16545	193	
N/F Steven M. Burnett & Monica M. Burnett LC Lot 19 PL 2370C	993	145	221168	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	122	16552	148	
N/F Frederick M. Ferris & Ann M. Ferris LC Lot 20 PL 2370C	993	145		197220

Harper Circle

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	27	16413	352	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	45	16860	277	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	49	17581	418	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	24	16754	044	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	36	16964	418	
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	10	16892	271	
N/F Joseph F. Delano & Lisa A. Delano	LC Lot 67 PL 5374L	993	145	194911

Hawkins Lane

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	40	16552	486	930515
N/F John D. Condon & Elaine M. Condon	LC Lot 25 PL 2370C	993	145	198072
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	62			233839
N/F Michael G. Huether & Colleen M. Heuther	LC Lot 26 PL 2370C	993	145	257189
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	80	16552	478	

Prendiville Way

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 36	174418
N/F Doug L. Kratzer & Carrie-Ann M. Farrell LC Lot 58 PL 5374L 993 145	241413
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 142	176909
N/F Robert P. Rivet & Karen M. Chesler LC Lot 65 PL 5374L 993 145	232260
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 141	175083
N/F Paul G. Bamberg & Cherry F. Bamberg LC Lot 71 PL 5374L 993 145	193219
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 127	173204
N/F Debra Conrad Gigas LC Lot 72 PL 5374L 993 145	206970
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 113	175242
N/F James P. Sweeney & Christine L. Sweeney LC Lot 73 PL 5374L 993 145	254633
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 91	175244
N/F Jeffrey S. Cernak & Christine M. Cernak LC Lot 74 PL 5374L 993 145	231272
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 55	174094
N/F Mary P. Meany & Kevin M. Meany LC Lot 76 PL 5374L 993 145	228860

Stetson Drive

Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. 12 175917
 N/F Lawrence R. Lewis &
 Barbara G. Lewis, Tr.
 Barbara G. Lewis
 1995 Revocable Trust LC Lot 21 PL 2370C 993 145 203755
 N/F Ronald Lewis &
 Barbara G. Lewis, Tr.
 Ronald Lewis
 1995 Revocable Trust LC Lot 21 PL 2370C 993 145 203755

Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. 28 174094
 N/F Frank E. Wadas &
 Barclay M. Wadas LC Lot 22 PL 2370C 993 145 220189

Woodcock Lane

Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. 29 16398 133 172695
 N/F Ronald F. Hall &
 Patricia Hall LC Lot 68-PL 5374L 993 145 179134
 Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. 9 1005 133 229949
 N/F Anton P. Teodorescu
 & Mariana Teodorescu LC Lot 69 PL 5374L 993 145 192025

Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. 36 24118 003

Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. 48 1652 041

The ownership of said parcels and each of them are supposed to be as stated herein, but said permanent easements and each of them are hereby taken whether the ownership is as stated above or otherwise.

II. CARISBROOKE II SUBDIVISION

WHEREAS, at a meeting of the City Council of the City of Marlborough held this ___ day of _____ 2014 it is ordered the City Council, having determined and adjudicated that the common convenience and necessity requires that certain existing private ways in the subdivision known as Carisbrooke II, being laid out in the location hereinafter described, and having complied with all the requirements of law relating thereto, become public ways, did on the ___ day of _____ 2014 lay out such ways under provision of law and it was voted following the report of said layout, to accept such ways as laid out; and

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity, including for the protection of the health, welfare, and safety of the residents of Marlborough, require that the land described herein be taken in fee; and

WHEREAS, the City Council of the City of Marlborough has determined that the taking of the fee by Eminent Domain in, on, under, over, across and through the herein described land, is necessary and reasonable to carry out the aforementioned purpose; and

WHEREAS, all preliminary requirements have been complied with;

NOW, THEREFORE, IT IS HEREBY ORDERED that the City Council of the City of Marlborough by virtue of the authority and the power conferred by the City Charter and by virtue of the applicable provisions of the Massachusetts General Laws, Chapters 82 and 79 and by virtue of every other power and authority thereto enabling, and in the exercise of power and authority conferred by said laws, and under any other authority enabling us hereto, do hereby adopt an Order of Taking of land on behalf of said City of Marlborough. By such order, we take by Eminent Domain the fee in the land of those certain ways in the subdivision known as Carisbrooke II, including the streets named Belmore Place, Sheffield Terrace, Littlefield Lane, Flint Drive, Farrington Lane, Hamilton Circle, Haskell Lane, and Graham Path as described on Exhibit "A" attached herewith and further described on the plans accompanying this layout entitled as follows:

"Plan of Acceptance of Belmore Place And Municipal Easements, Marlborough, Massachusetts, scale: 1 inch = 40 feet, date: June 14, 1999", recorded herewith as Plan _____ of 20 ___;

"Plan of Acceptance of Sheffield Terrace And Municipal Easements, Marlborough, Massachusetts, scale: 1 inch = 40 feet, date: June 14, 1999", recorded herewith as Plan _____ of 20 ___;

"Plan of Acceptance of Littlefield Lane And Municipal Easements, Marlborough, Massachusetts, scale: 1 inch = 40 feet, date: June 14, 1999", recorded herewith as Plan _____ of 20 ___;

"Plan of Acceptance of Flint Drive And Municipal Easements, Marlborough, Massachusetts, scale: 1 inch = 40 feet, date: June 14, 1999", recorded herewith as Plan _____ of 20 ___;

"Plan of Acceptance of Farrington Lane And Municipal Easements, Marlborough, Massachusetts scale: 1 inch = 40 feet, date: June 14, 1999", recorded herewith as Plan _____ of 20 ___;

“Plan of Acceptance of Hamilton Circle And Municipal Easements, Marlborough, Massachusetts, scale: 1 inch = 40 feet, date: June 14, 1999”, recorded herewith as Plan _____ of 20__;

“Plan of Acceptance of Haskell Lane And Municipal Easements, Marlborough, Massachusetts, scale: 1 inch = 40 feet, date: June 14, 1999”, recorded herewith as Plan _____ of 20__; and

“Plan of Acceptance of Graham Path And Municipal Easements, Marlborough, Massachusetts, scale: 1 inch = 40 feet, date: June 14, 1999”, recorded herewith as Plan _____ of 20__.

The total land area being taken in fee for the purposes of a public way or public ways is approximately as shown on said plans. For title, the assumed owners of the roadways, owners of lots from which the roadway parcels are taken, and the Middlesex County South Registry references are as follows:

<u>LC</u>	<u>Assumed Owner In Fee & Name of Streets</u>	<u>Middlesex Registry</u>		
<u>Lot No.</u>	<u>Certificate (if any)</u>	<u>Book</u>	<u>Page</u>	
153	Paul M. Zarella & Frederick K. Heim, FDDB Gristmill Construction, Inc. Hamilton Circle, Littlefield Lane, Belmore Place, Graham Path, Haskell Lane, Sheffield Terrace	1016	170	177320
50	Paul M. Zarella & Frederick K. Heim, FDDB Gristmill Construction, Inc. Portions of Graham Path and Farrington Lane	1016	170	177320
154	Paul M. Zarella & Frederick K. Heim, FDDB Gristmill Construction, Inc. Portion of Belmore Place	1048	156	183706
	Paul M. Zarella & Frederick K. Heim FDDB Gristmill Construction, Inc. Flint Drive	19264	534	

All trees, structures, and appurtenances therein, thereunder, and thereon are expressly included in this Taking.

The ownership of said parcels and each of them are supposed to be as stated herein, but said fee or rights of way and each of them are hereby taken whether the ownership is as stated above or otherwise. We determine that no damages have been sustained by the owners of the land so taken.

IT IS ALSO HEREBY ORDERED, that the City Council of the City of Marlborough by virtue of the authority and the power conferred by the City Charter and by virtue of the applicable provisions of the Massachusetts General Laws, Chapters 82 and 79 and by virtue of every other power and authority thereto enabling, and in the exercise of power and authority conferred by said laws, and under any other authority enabling us hereto, do hereby adopt an Order of Taking of land on behalf of said City of Marlborough, the City Council of the City of Marlborough by virtue of the authority and the power conferred by the City Charter and by the applicable provisions of Chapters 82 and 79 of the Massachusetts General Laws and by virtue of every other power and authority thereto enabling, and in the exercise of power and authority conferred by said laws, and under any other authority enabling us hereto, do hereby adopt an Order of Taking of land on behalf of said City of Marlborough.

By such order, we take by Eminent Domain all of the permanent easements located in the Carisbrooke II subdivision, which include without limitation drainage, flowage, headwall maintenance, and utility easements (which include more than one type of the easements listed herein in combination), including but not limited to sewer easements, for the purposes of access, laying, operating, altering, constructing, maintaining, replacing, operating, altering, repairing, removing, and changing the size of and replacing drains for the passage of storm and surface waters under, over and through said easements, as described above on the plans accompanying this Order.

All trees and structures and appurtenances therein, thereunder, and thereon are expressly included in this Taking.

The total land area being taken for permanent easements is approximately as shown on said aforementioned plans. For title, the assumed holders of the easements and the Middlesex County South Registry references are as follows:

<u>Assumed Holder of Easement</u> <u>(& Fee Owner, If Registered)</u>	<u>Street Name</u> <u>& Address</u>	<u>Middlesex Registry</u> <u>Book Page Cert. (if any)</u>
<u>Belmore Place</u>		
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	22	187141
N/F LeRoy Jackson & Cynthia Jackson	LC Lot 103 PL 5374R	1016 170 219785
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	38	187141
N/F Thomas Gatzunas & Taslene Gatzunas	LC Lot 102 PL 5374R	1016 170 250651
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	56	187141
N/F Victor Terra & Katherine Terra	LC Lot 106 PL 5374R	1016 170 247404

Farrington Lane

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	151		183478
N/F Patrick O'Brien & Debra O'Brien LC Lot 32 PL 2370F		1016 170	217400
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	167		183478
N/F Kevin Paquin & Karen Paquin LC Lot 34 PL 2370F		1016 170	195263
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	199		183478
N/F Dianne K. McHugh LC Lot 38 PL 2370F		1016 170	223216
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	215		183478
N/F Kartik Raghupathi & Nicole Wedick LC Lot 39 PL 2370F		1016 170	247265

Flint Drive

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	7	19264	559
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	8	19333	258
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	26	20463	470
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	38	20580	205
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	52	9931	566

Graham Path

Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 12		183478
N/F Beth Kelly LC Lot 126 PL 5374R	1016 170	235619
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 13		186365
N/F Daniel Ortiz & Marni H. Ortiz LC Lot 130 PL 5374R	1016 170	234572
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 26		183478
N/F Craig K. Campbell & Donna M. Baldiserri LC Lot 131 PL5374R	1016 170	226886
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 85	1926 559	183478
N/F Joseph N. Joyce & Nancy C. Joyce LC Lots 137 and 37 PL 5374R	1016 170 213149	
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 86		183478
N/F William Wing & Virginia Wing LC Lot 135 PL 5374R	1016 170	225818
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 104		183478
N/F Joseph Haberberger & Katherine Haberberger LC Lots 136 and 36 PL 5374R	1016 170 208693	

Hamilton Circle

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 65	188596
N/F John Jewett & Isabel Jewett LC Lot 148 PL 5374R	1016 170 217311
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 74	189261
N/F Joanne Gravina LC Lot 147 PL 5374R	1016 170 192265
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 77	177320
N/F Joseph Grimaldo LC Lot 149 PL 5374R	1016 170 188660
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 89	189261
N/F Kenneth Brown & Ann Gillespie LC Lot 150 PL 5374R	1016 170 250537
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 101	177320
N/F Robert Davis & Susan Davis LC Lot 152 PL 5374R	1016 170 186555

Haskell Lane

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 11	192357
N/F Gala Del C. Moreno & Jorge Moreno LC Lot 140 PL 5374R	1016 170 229649
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc. 32	192357
N/F Jeffrey Koester & Laura Koester LC Lot 139 PL 5374R	1016 170 211134

Littlefield Lane

Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 28 N/F Regiane Santos De Medeiros LC Lot 107 Plan 5374R 1016 170 248198	183880
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 37 N/F Chanchala Patil LC Lot 108 PL 5374R 1016 170	183510 249486
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 46 N/F Mariusz Krawiec & Beata Sweryda-Krawiec LC Lot 109 PL 5374R 1016 170	183510 238535
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 61 N/F Karl Andersson & Karrie Henighan LC Lot 110 PL 5374R 1016 170	183880 235220
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 62 N/F Yamata Akihito & Maria Akihito LC Lot 111 PL 5374R 1016 170	183510 216918
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 82 N/F Greg Mitrakas, Tr., Littlefield Realty Trust LC Lot 112 PL 5374R 1016 170	183880 250977
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 91 N/F Richard Santos & Ellen Santos LC Lot 113 PL 5374R 1016 170	183479 233760
Paul M. Zarella & Frederick K. Heim, FDDBA Gristmill Construction, Inc. 101 N/F George Jensen & Donna Jensen LC Lot 115 PL 5374R 1016 170	183479 207800

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	102		183880
N/F Terry Saunders & Jane Saunders	LC Lot	114 PL 5374R 1016 170	250652
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	119		183880
N/F David McCarthy & Patricia McCarthy	LC Lot 117	PL 5374R 1016 170	222971
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	163		183478
N/F Elaine B. Dohan & Lawrence J. Dohan	LC Lot 123	PL 5374R 1016 170	253907
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	178		183478
N/F Brad Higgins & Sandra Higgins	LC Lot 124	PL 5374R 1016 170	237666
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	203		183478
N/F Richard Fredette & Sandra Fredette	LC Lot 128	PL 5374R 1016 170	212682
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	225		189261
N/F Theodore Faigle	LC Lot 129	PL 5374R 1016 170	229376

Sheffield Terrace

Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	30		
N/F Gail Lauter	LC Lot 101	Plan 5374R 1016 170	249022
Paul M. Zarella & Frederick K. Heim, FDBA Gristmill Construction, Inc.	33		
N/F Donald Watson & MaryEllen Deering	LC Lot 100	Plan 5374R 1016 170	241279

Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. 65
 N/F Nicholas Tolan &
 Nicole Tolan LC Lot 96 Plan 5374R 1016 170 254479

Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. 66
 N/F Michael Kovacs &
 Tolice Lovacs LC Lot 97 Plan 5374R 1016 170 254882

Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. 84
 N/F Robert Mahaney &
 Lisa Mahaney LC Lot 95 Plan 5374R 1016 170238673

Paul M. Zarella &
 Frederick K. Heim,
 FDBA Gristmill Construction, Inc. Being a portion of 83 177320
 N/F Ravenswood Properties, Inc.
 627 Sudbury Street
 Marlborough, MA 01752 LC Lot 94 Plan 5374R 1016 170 251318

The ownership of said parcels and each of them are supposed to be as stated herein, but said permanent easements and each of them are hereby taken whether the ownership is as stated above or otherwise.

AWARD OF DAMAGES

We determine that the total damages sustained by the owners, being Paul M. Zarella and Frederick K. Heim, FDBA Gristmill Construction, Inc., of the land and utilities so taken by this Eminent Domain Order of Taking Of Ways And Easements In The Carisbrooke I Subdivision And In The Carisbrooke II Subdivision are as agreed to between the City and said owners, being in the amount of \$114,999.00. We also determine that the total damages sustained by the owners of the land so taken in the Carisbrooke I subdivision, being that portion of Harper Circle located directly in front of 36 Harper Circle to the centerline of the way, being N/F Alison Crouse and Gregory Garson; that portion of Prendiville Way located directly in front of 142 Prendiville Way, to the centerline of the way, being N/F Karen M. Chesler and Robert P. Rivet; and that portion of Prendiville Way located directly in front of 35 Prendiville Way, to the centerline of the way, being N/F Julie Shepherd and Brian Shepherd; to be in the amount of \$1.00 for each of said owners.

Refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That the City Council of the City of Marlborough, by two-thirds vote pursuant to Mass. Gen. Laws c. 40, § 15A, hereby transfers care, management and control to the Department of Public Works of the City of Marlborough for the purposes of accessing, laying, operating, altering, constructing, plowing, maintaining, replacing, operating, altering, repairing, and other municipal purposes, all of the streets and easements within the Carisbrooke I and Carisbrooke II subdivisions, including the utilities, structures, appurtenances, sidewalks, curbs, and other things identified in the Order of Acceptance of Layout And Eminent Domain Taking Of Ways And Easements In The Carisbrooke I Subdivision And In The Carisbrooke II Subdivision, Order Number 14-1005945-1 refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That pursuant to Section 77C of Chapter 60 of the General Laws of Massachusetts, the City does hereby accept title, by deeds of in lieu of foreclosure, from Frederick Heim of 60 Carver Hill Road, Marlborough, Middlesex County, MA, and Paul Zarella, of 115 Fox Run, Sudbury, Middlesex County, MA, formerly doing business as Gristmill Construction, Inc., certain parcels of land as described herein, as follows:

That certain parcel known and numbered on the Assessors' Map of the City of Marlborough as Map 23, Parcel95A, being approximately 0.0157254 acres, and located on Hanlon Drive; and

That certain parcel known and numbered on the Assessors' Map of the City of Marlborough as Map 36, Parcel167, being approximately 1.034 acres, and located on the corner of Slocumb Lane and Stetson Drive; and

That certain parcel known and numbered on the Assessors' Map of the City of Marlborough as Map 36, Parcel184, being approximately 18.4 acres, and located off of Woodcock Lane.

Refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED:

DEED IN LIEU OF FORECLOSURE

We, FREDERICK HEIM of 60 Carver Hill Road, Marlborough, Middlesex County, MA, and PAUL ZARELLA, of 115 Fox Run, Sudbury, Middlesex County, MA, formerly doing business as Gristmill Construction, Inc.,

for consideration paid and in full forgiveness of the present outstanding tax liability on the herein conveyed properties

hereby grant, transfer and deliver unto the City of Marlborough, a municipal corporation having a principal address of City Hall, 140 Main Street, Marlborough, MA, ("Grantee") with Quitclaim covenants

All of our right, title and interest in and to the fee in those certain parcels described as follows:

That certain parcel known and numbered on the Assessors' Map of the City of Marlborough as Map 23, Parcel 95A, being approximately 0.0157254 acres.

Being the same premises conveyed to Gristmill Construction, Inc. by deed recorded in the Middlesex South Registry of Deeds at Book 12951, Page 719, and shown as Parcel A on a plan entitled "Plan of Revised Lots in Marlborough, Mass. Owned By Various Owners, scale: 1"=40', dated January 17, 1977" which plan is recorded with the Middlesex South Registry of Deeds as Plan No. 478 of 1977;

That certain parcel known and numbered on the Assessors' Map of the City of Marlborough as Map 36, Parcel 67, being approximately 1.034 acres.

Being the same premises conveyed to Gristmill Construction, Inc. by deed recorded in the Middlesex South Registry of Deeds at Book 1019, Page 106 and shown as Lot 10 on Sheet 2 of plans entitled "Gristmill Estates III Definitive Plan of Lots, scale: 1"=100', dated August 24, 1984" which plan is recorded with the Middlesex South Registry of Deeds as Plan No. 1454 of 1984; and

That certain parcel known and numbered on the Assessors' Map of the City of Marlborough as Map 36, Parcel 84, being approximately 18.4 acres.

Being the same premises conveyed to Gristmill Construction, Inc. by deed recorded in the Middlesex South Registry of Deeds at Book 1016, Page 170 and shown as Lot 141 on Sheet 18 of plans entitled "Definitive Carisbrooke II Plan of Land in Marlborough, Massachusetts, Prepared for Gristmill Construction, Inc., 910 Boston Post Road,

Marlborough, Mass., dated March 13, 1987," which plan is recorded with the Middlesex South Registry of Deeds as Plan No. 1079 of 1988.

WITNESS our hand and seal this ____ day of _____, _____.

By: _____
Frederick Heim

By: _____
Paul Zarella

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, before me, the undersigned notary public, personally appeared the above named FREDERICK HEIM, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person personally known to me, whose name is signed on the proceeding document and acknowledged to me that he signed it voluntarily and for its stated purpose.

, Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, before me, the undersigned notary public, personally appeared the above named PAUL ZARELLA, proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person personally known to me, whose name is signed on the proceeding document and acknowledged to me that he signed it voluntarily and for its stated purpose.

, Notary Public

My Commission Expires:

That the That the City Council of the City of Marlborough, by two-thirds vote pursuant to Mass. Gen. Laws c. 40, § 15A, hereby transfers to the Conservation Commission of the City of Marlborough for conservation purposes, including increasing open space, preserving vistas, providing wildlife habitat, and enabling future passive recreational opportunities in conjunction with existing and proposed public passive recreational amenities, the care, custody, management, and control of the following parcels, pursuant to Mass. Gen. Laws c. 40, § 8C:

That certain parcel known and numbered on the Assessors' Map of the City of Marlborough as Map 23, Parcel 95A, being approximately 0.0157254 acres, and located on Hanlon Drive; and

That certain parcel known and numbered on the Assessors' Map of the City of Marlborough as Map 36, Parcel 67, being approximately 1.034 acres, and located on the corner of Slocumb Lane and Stetson Drive; and

That certain parcel known and numbered on the Assessors' Map of the City of Marlborough as Map 36, Parcel 84, being approximately 18.4 acres, and located off of Woodcock Lane.

Refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That the Communication from the Mayor re: SCRPT Program Informational Update, **FILE**; adopted.

ORDERED: MARLBOROUGH DOWNTOWN VILLAGE DISTRICT ZONING

THAT, PURSUANT TO § 5 OF CHAPTER 40A OF THE GENERAL LAWS, THE CITY COUNCIL OF THE CITY OF MARLBOROUGH, HAVING SUBMITTED FOR ITS OWN CONSIDERATION CHANGES IN THE ZONING ORDINANCE OF THE CITY OF MARLBOROUGH, AS AMENDED, TO FURTHER AMEND CHAPTER 650, NOW ORDAINS THAT THE ZONING ORDINANCE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED AS FOLLOWS:

- I. Chapter 650, is hereby amended by inserting in paragraph B. of § 650-5, entitled "Definitions, word usages", the following new definitions:

Artist Studios/Live/Work Gallery Space

The use of all or a portion of a structure for both habitation and work by persons engaged in the creation, manufacture or assemblage of commercial graphic arts; fine arts, including but not limited to painting, printmaking, sculpting, or ceramics; art and document restoration; the performing and visual arts, including but not limited to dance, choreography, photography or filmmaking, or the composition of music (but not to include Adult Entertainment). Sales of artist-created work are also permitted in a portion of the space.

Bed and Breakfast

An owner-occupied dwelling unit in which 8 or fewer rooms without kitchen facilities are let on an overnight basis, as a temporary sleeping quarters for persons who have their residence elsewhere. Food and beverage service is limited to breakfast for registered, paying overnight guests at no additional cost. The length of occupancy by a registered guest does not exceed 14 days. Hotels, motels, boarding, lodging or rooming houses are not classified as Bed and Breakfast establishments. Extended stay may be permitted beyond fourteen days with the approval of the Building Inspector. Such approval shall be granted only when an occupant has a verifiable employment contract or agreement coincident with the length of stay requested.

Brew Pub

Restaurants which are licensed by the United States Department of Alcohol, Tobacco and Firearms and the Commonwealth of Massachusetts, under the farmer's brewers statutes, to produce and sell beer and/or ale at the location and whose primary business is the sale and preparation of food to be consumed on the premises, but which also produces beer and/or ale on the premises which may be sold wholesale to other establishments, but not more than 20% of the production capacity.

Hotel

An establishment providing lodging for guests on a short-term basis; dining rooms, function rooms and other support services may be included. Access to the individual sleeping rooms is through the lobby and interior corridors. This definition does not include boarding, lodging or rooming houses.

Motel

An establishment providing lodging for guests on a short-term basis; dining rooms, function rooms and other support services may be included. Access to the individual sleeping rooms is directly from parking spaces or by an exterior walkway.

Drive-thru Facilities

The use of land, buildings or structures, or parts thereof, to provide or dispense products or services, either wholly or in part, through an attendant or window or automated machine, to persons remaining in motorized vehicles that are in a designated stacking lane. A drive-in facility does not include a vehicle washing facility, a vacuum cleaning station accessory to a vehicle washing facility, or an automobile/gasoline service station.

Mixed Use

A combination of Permitted (Y) or Special Permit (SP) Residential/Business Uses as listed in the Table of Use Regulations for particular zoning District, on the same lot, arranged vertically in multiple stories of a structure or horizontally adjacent to one another in one or more buildings.

The mix of uses shall be balanced and compatible and shall contribute to a vibrant downtown atmosphere, including a combination of ground floor street front uses such as retail or restaurant.

Ground floors of buildings fronting streets or public access ways shall be reserved for non-residential uses, except as specified below:

Dwelling units shall be allowed on ground floors of buildings if:

- a) The building is set behind another building that has commercial uses on the ground floor, OR
- b) The residential portion of the ground floor if a building is set behind street-front non-residential uses within the same building,

Retail Stores and Services

Establishments offering goods and services, not specifically listed in the Table of Uses, to the public. Sales of a wide variety of goods and services include, but are not limited to: antiques, apparel, books, food, drugstore, sporting goods, and similar; custom services such as tailoring, photography, framing and similar; and services such as banks; dry-cleaning and laundry drop-off stations; hairdressers and barbers; health clubs, gyms, dance or yoga studios; repair services for appliances, shoes, etc; catering and similar. Retail Stores and Services do not include Adult Entertainment; check cashing services; pawn shops; gold exchange shops; medical marijuana facilities or drug treatment facilities.

II. Section 7 of Chapter 650, entitled "Districts Enumerated," is hereby amended as follows:

- (1) By deleting from the first sentence the number "11" and by inserting in place thereof the number "12".
- (2) By inserting at the end of the list of District types, the following:
Marlborough Village District MV

- III. Chapter 650, is hereby amended in § 650-17, entitled “Table of Uses,” as provided in the highlighted portions of Exhibit “A” attached to this order, which Exhibit “A” includes amendments not limited to the following:
- (1) By inserting under the heading entitled “Zoning District Abbreviations” a new zoning district abbreviation as follows: “MV”, and by inserting beneath the new district abbreviation MV the letters “Y”, “N” or “SP” as shown on said Exhibit “A”.
 - (2) Under the heading entitled “Residential Use”, by inserting a new Use category as follows: “Artist Studio/Live/Work/Gallery Space”, and by inserting beneath the district abbreviations the letters “N” and “SP” as shown on said Exhibit “A”.
 - (3) Under the heading entitled “Business Use”, by deleting from the Use category entitled “Hotels and motels” the words “and motels”, and by inserting after the word “Hotel” the following number: (41).
 - (4) Under the heading entitled “Business Use”, by inserting the word “Motels”, and by inserting beneath the district abbreviations the letters “Y”, “N” or “SP” as shown on said Exhibit “A”.
 - (5) Under the heading entitled “Business Use”, a new Use category as follows: “Mixed Use Development”, and by inserting beneath the district abbreviations the letters “Y”, “N” or “SP” as shown on said Exhibit “A”.
 - (6) Under the heading entitled “Business Use”, a new Use category as follows: “Brew Pubs”, and by inserting beneath the zoning district abbreviations the letters “Y”, “N” or “SP” as shown on said Exhibit “A”.
 - (7) Under the heading entitled “Business Use”, by inserting new Use categories as follows “Copy shops, newspaper offices”, and by inserting beneath the zoning district abbreviations the letters “Y”, “N” or “SP” as shown on said Exhibit “A”.
 - (8) Under the heading entitled “Business Use”, by inserting a new Use category entitled “Drive-thru facilities”, and by inserting beneath the zoning district abbreviations the letters “Y”, “N” or “SP” as shown on said Exhibit “A”.
- IV. Chapter 650, is hereby amended by inserting at the end of paragraph A(4) of § 650-18, entitled “Conditions for uses,” the following sentence: The above provision shall not apply to mixed-use or multi-family developments within the Marlborough Village District.
- V. Chapter 650, is hereby amended by inserting in paragraph (31) of § 650-18, entitled “Conditions for uses,” the following new paragraph [6]:
- [6] Within the Marlborough Village District, a Special Permit may be granted to allow for roof-top, sidewalk, or other outdoor restaurant seating that varies the provisions of this section.

VI. Chapter 650, is hereby amended by inserting after paragraph (40) of § 650-18, entitled “Conditions for uses,” new paragraphs numbered (41), (42), and (43) as follows:

- (41) Hotels within the Marlborough Village District are by right subject to Site Plan Approval by the City Council, with input from Department staff administrative Site Plan Review under § 270-2. See special provisions for Site Plan Review by City Council of Hotels in the Marlborough Village District in § 650-33 (B).
- (42) Mixed Use development containing multi-family residential and commercial uses shall not be subject to special permit provisions for Multi-Family uses that are a component of the Mixed Use development.
- (43) A combination of permitted Business Uses is allowed, such as a coffee shop in a bookstore, or a restaurant in a food/wine shop, or entertainment/arcade elements accessory to a restaurant.

VII. Chapter 650, is hereby amended by inserting a new § 33, entitled “Special Provisions Applicable to the Marlborough Village District (MV)”, as follows:

§ 650-33. Special Provisions Applicable to the Marlborough Village District (MV)

Within the Marlborough Village District (MV), the following provisions govern. Where these provisions conflict with other sections of the Zoning Ordinance, the provisions of this Section shall apply.

A. Purpose and Vision

The purpose of the Marlborough Village District is to implement smart growth principles with development that is compatible with the character of Downtown Marlborough. The Marlborough Village District is envisioned as the hub of community gathering places that reflects and celebrates the existing historic character and enhances the traditional village atmosphere. The vision is to build value and to support our employers with a Downtown that attracts visitors and helps to retain employees while creating new housing opportunities.

B. Site Plan Review

Projects within the Marlborough Village District shall be subject to Site Plan Review as provided in § 270-2, entitled “Site Plan Review And Approval”, of the City Code.

(1) Applicability.

- (a) Site Plan Review applies to both as of right and uses available by grant of a special permit within the Marlborough Village District. Site Plan Review applicability includes, but is not limited to new construction of any building or structure; addition to an existing building or structure; increase in area of on-site parking or loading areas. (See § 270-2 (3)).
- (b) Site Plan Review shall be conducted as outlined in § 270-2, except for hotel uses.

(2) Provisions for Hotel Site Plan Review

- (a) Within the Marlborough Village District, all hotel site plan reviews shall be conducted by the City Council. Site plan approval may contain conditions on the design and uses. The occupancy of the hotel may be limited to temporary and short term occupancy, ordinarily and customarily associated with hotel use. The approval may allow that extended stay may be permitted beyond thirty days with approval of the Building Inspector. The extended stay approval may be granted only when an occupant has a verifiable employment contract or agreement coincident with the length of stay requested. Extended stay may be permitted where the unit is rented by a business entity for use of its employees (customarily referred to as a Corporate Unit), so long as the occupant is an employee or guest of the business entity.

C. Special Permit Granting Authority

The City Council shall be the Special Permit Granting Authority within the Marlborough Village District.

D. Design Standards:

- (1) The purpose of the following design standards is to promote quality development emphasizing the City's sense of history and desire for contextual, pedestrian-scaled projects. Supporting streamlined development review, design standards are integral to the Marlborough Village District regulations and must be met as part of any Site Plan Review and Approval.
 - (a) To provide additional guidance, the Urban Affairs Committee of the City Council may promulgate more detailed design standards which shall be amendments to this section subject to approval by the City Council.
 - (b) Non-mandatory Design Guidelines which will complement the design standards of this section, and which will provide a guide to the desired appearance and quality of design in the Marlborough Village District, will be available at the Building Department and/or on the official website of the City.
- (2) All Site Plan review and approval applications in the Marlborough Village District shall be subject to the following Design Standards.

(a) Building Scale:

[1] New buildings and/or substantial alterations shall be pedestrian-oriented and shall reflect the community preference for moderate-scale structures that are in harmony with the existing historic brick structures. Building design shall incorporate features to add visual interest while reducing the appearance of bulk or mass. Such features include varied facades, rooflines, roof heights, materials, and architectural details.

[2] Buildings shall relate to the pedestrian scale by:

[a] Including appropriate architectural details to add visual interest along the ground floor of all facades that face streets, squares, pedestrian pathways, parking lots, or other significant pedestrian spaces.

[b] Articulating the base, middle, and top of the facade by cornices, string cornices, step-backs or other similar features.

[c] Continuous lengths of flat, blank walls adjacent to streets, pedestrian pathways, or open spaces are discouraged. Continuous blank walls in excess of 50% of the wall frontage are not allowed. If windows cannot be installed, the façade should include different materials or a design element to vary the frontage.

(b) Roof Form:

[1] Mechanical equipment located on roofs shall be screened, organized and designed as a component of the roof design, and not appear to be a leftover or add-on element.

[2] Adverse impacts on abutters from vents, HVAC, etc. are to be minimized.

(c) Entrances:

[1] For visibility and accessibility, all primary commercial building entrances shall be visible from the right-of-way and the sidewalk, and shall have an entrance directly accessible from the sidewalk.

[2] Doors shall not extend beyond the exterior facade into pedestrian pathways.

[3] Where parking is located to the rear of a building, any rear entrance is to be visible and accessible from the parking lot. Directional signage to the building entrance(s) shall be installed. All entrances are to have sufficient illumination at night time.

(d) External Materials and Appearance:

[1] Predominant wall materials shall be red brick, stone, or pre-cast concrete panels; wood siding may be used where the structures are adjacent to residential districts where the intent is to blend the structure more into the existing neighborhood. If painted, or coated, a non-metallic finish is to be used. Cladding materials should be consistent on all facades with the exception of special design elements such as turrets. Materials designed to “imitate” brick are not permitted.

(e) Acceptable Masonry Construction:

[1] Acceptable masonry construction will be of standard fired clay brick units bonded together with mortar. Acceptable applications include building components such as walls, stairs, columns, arches, planter beds etc.

[2] Utilize bricks which are sound, hard, well burnt with uniform color shape and size.

[3] The bricks should be compact, homogeneous, free from holes, cracks, flaws, air-bubbles, spawls and stone lumps.

[4] Frogged bricks shall be laid with the frogs pointing upwards.

[5] Mortar specifications shall comply with relative ASTM standards.

[6] The properties of masonry units should comply with the requirements of relevant ASTM Standards. Masonry units are classified into the following types: solid, hollow unit, cellular, perforated and frogged.

[7] Awnings and canopies shall be compatible with the architectural style of the building. Colors and patterns used for awnings and canopies shall be subdued and compatible with existing awnings on adjacent buildings, if any.

[8] Except for minor trim, the building shall avoid the appearance of reflective materials such as porcelain enamel or sheet metal. Window panes shall be non-reflective.

[9] Ground floor commercial building facades facing streets, squares, or other significant pedestrian spaces shall contain transparent windows encompassing a minimum of 35% of the facade surface.

(f) Landscaping and Sidewalk Amenities:

To the maximum extent possible projects shall provide pedestrian-friendly amenities, such as outdoor seating, patios, porches or courtyards. Window boxes are encouraged. Large windows that open up to provide the experience of “open air dining” are encouraged. Site landscaping shall be maximized. Links/sidewalks designed to connect Granger Street parking areas with adjacent developments are encouraged to further the goal of providing safe pedestrian access to businesses within downtown Marlborough.

(g) Service Areas, Utilities and Equipment:

Service and loading areas and mechanical equipment and utilities shall be unobtrusive or sufficiently screened so that they are not visible from streets or primary public open spaces and shall incorporate effective techniques for noise buffering from adjacent uses.

(h) Vehicle and Pedestrian Features:

Vehicle, pedestrian and bicycle features shall be designed to promote connectivity. Curb cuts shall be minimized.

(i) Parking:

To maintain a pedestrian-friendly environment, motor vehicle parking spaces shall be located behind or beside buildings wherever possible. Parking located directly between the building and the street alignment shall be discouraged.

(j) Bicycle Parking:

Bicycle parking shall be provided for all new development, and shall be located as close as possible to the building entrance(s). Any property required to have bicycle parking may establish a shared bicycle parking facility with any other property owner within the same block.

(k) Sustainable Building Design:

It is desirable that new buildings incorporate green building techniques (such as those developed by the U.S. Green Building Council).

(l) Historic District:

Proposed structures or alterations to existing structures within any Historic District shall be allowed the design waivers under § 650-29 but shall otherwise be as consistent as possible with both the Historic District (as determined by the Marlborough Historic District Commission) and these Design Review criteria.

(m) Other Historic or Landmark structures:

Historic structures not in the Historic District but which contribute to the character of the Marlborough Village District shall to the maximum extent possible be preserved.

E. Parking Requirements for the Marlborough Village District**(1) General Parking Requirements:**

The following provisions are applicable within the Marlborough Village District.

(a) Residential Projects:

[1] For Residential and the residential component of Mixed Use projects:

Studio and 1 bedroom units	.75 space per unit
Two bedroom units	1.25 spaces per unit

[2] Spaces in City-owned garages and lots within 1,000 feet of the development can be counted to fulfill the required spaces, with payment-in-lieu required.

(b) Retail, Restaurant, other Business Uses:

[1] Eliminate parking minimums per the existing Off-Street Parking (§ 650-48).

[2] A maximum of 3 spaces per 1,000 sq. ft. for these uses.

(c) Public Assembly:

For legal occupancy of up to 200 persons, no parking required. Over 200 persons legal occupancy, no parking required for the first 200; thereafter, a minimum of 1 space per 6 legal occupants and a maximum of 1 space per 4 legal occupants, except that parking may be reduced by special permit if the developer can show that there is adequate public parking available to service the place of assembly during the time that the facility will be used.

(d) Hotel:

Minimum of .75 spaces, maximum 1.0 spaces per room, no parking required for employees. For hotels with 30 rooms or less, spaces in City-owned garages and lots within 1,000 feet of the development can be counted to fulfill the required spaces, with payment-in-lieu required.

(3) Payment in Lieu of Parking:

In the Marlborough Village District, any new commercial or mixed use structure that is required to provide parking spaces may make payments to the City of Marlborough in lieu of providing for all or part of this on-site required parking.

- (a) Payment made to the City of Marlborough in-lieu of providing some or all of the required off-street parking spaces for a project in the Marlborough Village District (MV) shall be allowed by-right, subject to Site Plan and Design Review.
- (b) A one-time fee to be paid shall be \$10,000 per parking space, which shall be paid prior to the receipt of an occupancy permit.
- (c) Fees in-lieu of parking shall be deposited into the City of Marlborough Downtown Parking Reserve Account to be used solely for expenses related to maintenance and capital repairs to the existing parking garages, improving the utilization of existing parking spaces (e.g., signage, parking management activities), reducing the need for new parking to serve the Marlborough Village District (e.g., bicycle parking, improved transit), or expenses (e.g., land acquisition, design/engineering services and construction costs) related to adding parking spaces. Requests to appropriate funds out of this Reserve Account shall be filed with the City Council and referred to the City Council, which shall have 60 days to forward their comments and recommendations before a City Council vote of the appropriation is taken. Fees collected are not to be used for routine parking lot maintenance, such as sweeping or plowing snow, or for salaries of municipal staff.

(4) Additional Reduction in Parking Requirements:

Required on-site parking may be reduced by 10% if one of the on-site spaces is dedicated to use by a car-share service (such as ZIP Car) and an agreement with a car-share service to place a vehicle at the site is provided as part of the Site Plan Approval process.

F. Heights of Structures:

To encourage redevelopment and re-use of parcels within the Marlborough Village District, minimum and maximum heights are established. Minimum heights shall be 35 feet; maximum height is 70 feet except for where a proposed structure is within 50 feet of a residential lot boundary, where the height limit shall be 52 feet. By grant of a special permit, maximum building height may be increased to 80 feet.

G. Residential Development and Density:

The maximum number of residential units that may be constructed in a calendar year in the Marlborough Village District is one-hundred (100), including units developed as part of a mixed use development. This upper limit may be increased by Special Permit from the City Council.

H. Usable Open Space:**(1) Minimum Open Space:**

The minimum amount of Open Space per residential unit shall be 100 sq. ft. The open space shall be designed as usable for sitting, recreation, etc., and shall not include the required buffer strips/plantings. Up to 50% of the required open space may be placed in the building (recreation rooms, pools); as individual unit balconies large enough for a table and chairs; or on the roof of the structure as a garden or sitting area.

(2) Ground Level Open Space:

All or a portion of ground level open space may be reserved for residents of the development, or available for public use.

(3) Joint Open Space:

Two or more developments may cooperate to share usable open space on one lot, as long as the minimum square footage per unit is maintained, and the joint open space is within 300 ft. of participating developments.

I. Signage:

A. In addition to the provisions of Chapter 526 of the Marlborough City Code, the following regulations apply within the Marlborough Village District. If the provisions of Chapter 526 conflict with this Chapter, the regulations in this Chapter apply.

(1) Display:

The City Council may grant a license to display, on the sidewalk, items for sale in the adjacent business, for example flowers and plant materials. The displays must enhance the pedestrian experience and not detract from the Village character.

(2) Other Business Signs:

To maximize parking and strengthen the business environment, "A" frame valet parking signs may be licensed by the City Council. The City Council may also license restaurant signage designed to allow for short-term parking for "take-out" orders (e.g., 10-15 minutes). These spaces may be shared by two or more establishments.

(3) Projecting (blade) signs:

Within the Marlborough Village District, one projecting sign per establishment shall be permitted by right, provided it meets the standards below. All projecting sign applications shall be subject to Site Plan Review and approval. Projecting signs exceeding these dimensions may be allowed by Special Permit.

- (a) The sign may not exceed six square feet in area (not including the area of the supporting bracket or hanger); the area of a hanging sign with but two (2) parallel display surfaces not over six (6) inches apart shall be determined by the measurement of a single face; for all other configurations, the area of a hanging sign shall be the sum of the areas of all display surfaces.
 - (b) For single-story structures, the sign shall not project above the roofline or 18 feet, whichever is lower; for multistory structures projecting signs may not extend vertically above the window sill of the second story;
 - (c) The projecting sign must clear sidewalks by at least eight feet from the bottom of the sign and may project no more than four (4) feet from a building or one-third the width of the sidewalk, whichever is less;
 - (d) The projecting sign must clear the wall by at least six inches and must project from the wall at an angle of 90°. Angular projection from the corner of a building is prohibited.
 - (e) Projecting signs which include 3-dimensional elements may be allowed by Special Permit.
- VIII. Chapter 650 is hereby amended by inserting at the end of paragraph (B) of § 650-44, entitled "General off-street requirements", the following sentence: Nothing herein shall prevent owners of abutting properties from jointly setting aside and managing an area for storage of refuse and like matter.
- IX. Chapter 650, is hereby amended by inserting into § 650 Attachment 2, entitled "Table of Lot Area, Yards and Height of Structures" as provided in Exhibit "B" attached hereto. **EXHIBIT "B"**
- X. Chapter 650, is hereby amended by inserting into § 650-47 the following:
- (1) By deleting paragraph E in its entirety and inserting in place thereof the following new paragraph E:

Multi-family dwellings (except multifamily dwellings and mixed use structures in the Marlborough Village District): the minimum width of the required front yard.

(2) By deleting paragraphs [a] and [b] of paragraph [3], entitled "Nonresidential use and districts" in their entirety and inserting in place thereof the following new paragraphs [a] and [b]:

[a] Along Main Street in the Marlborough Village District: 0 feet

[b] Commercial and Automotive Districts, and for all portions of the Marlborough Village District not fronting on Main Street: 10 feet.

(3) By inserting in paragraph E(1)(b) after the words "In nonresidential districts" the followings parenthetical words: (except in the Marlborough Village District).

(4) By inserting in paragraph F and the words "Side line planting areas are required with the following minimum widths," the following words: except for where structures are built according to 0-foot side yard setbacks as allowed in the Marlborough Village District.

(5) By inserting at the end of paragraph P of § 47 the following sentence: Within the Marlborough Village District, where significant topographic change or other site conditions on the development lot or the abutting parcel would eliminate the benefits of the above landscaping and screening requirements on the abutting parcels, other more appropriate measures may be approved as part of Site Plan Review and approval.

XI. Chapter 650, is hereby amended by inserting into § 48, entitled "Off-Street parking", the following:

(1) By inserting beneath the title heading the following paragraph:

Except as may be superseded by the provisions of § 650-33 for the Marlborough Village District, the following provisions apply within all zoning districts in the City of Marlborough.

(2) By inserting at the end of paragraph (A)(6) the following sentences: All new commercial and mixed use buildings shall construct loading facilities. Renovated structures shall provide for loading facilities insofar as possible. Provision for loading facilities will be shown on site plans.

XII. The effective date of these amendments shall be the date of their passage.

That there being no objection thereto set **Monday, October 20, 2014** as a date for a **JOINT PUBLIC HEARING WITH THE PLANNING BOARD**, refer to **URBAN AFFAIRS COMMITTEE AND ADVERTISE**; adopted.

ORDERED: That the Communication from the Commission on Disabilities re: Implementation of a Handicapped Parking Enforcement and Education Program, **FILE**; adopted.

ORDERED: That the Communication from Sudbury Companies Militia & Minute re: Permission to Place a Temporary Sign on City Property, **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer's License, Thomas Zampini, d/b/a Metal Man Recycling, 44 Brook St, refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Minutes, Zoning Board of Appeals, July 8, & August 19, 2014, **FILE**; adopted.

ORDERED: That the Minutes, Conservation Commission, July 17, 2014, **FILE**; adopted.

ORDERED: That the Minutes, Traffic Commission, July 29, 2014, **FILE**; adopted.

ORDERED: That the Minutes, Board of Health, July 15, 2014, **FILE**; adopted.

ORDERED: That the Minutes, License Board, July 30, 2014, **FILE**; adopted.

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

A. Dillon Glynn, 307 Chestnut St., Hudson, MA, pothole or other road defect

Reports of Committees:

There were no Reports of Committees.

ORDERED: That the City Council of the City of Marlborough, for purposes of the conflict of interest law set forth in MGL c. 268A, hereby designates Marlborough School Committee positions as special municipal employees, **DENIED**; adopted.

Councilor Elder recused.

Yea: 7 – Nay: 3 - Abstained: 1

Yea: Delano, Page, Tunnera, Irish, Ossing, Pope & Robey

Nay: Clancy, Landers & Oram

Abstained: Elder

ORDERED: That the City Council of the City of Marlborough, having designated for purposes of the conflict of interest law set forth in MGL c. 268A that Marlborough School Committee positions are special municipal employees, hereby declares, pursuant to MGL c. 268A, § 20(d), that the financial interests of School Committee members Heidi Matthews and Denise Ryan, as set forth in their attached disclosure forms, are exempt from MGL c. 268A, § 20, **FILE**; adopted.

Councilor Elder recused.

ORDERED: That the Communication from Attorney Gadbois re: Site Plan Approval, Hilton Garden Inn, 170 Forest St., **APPROVED**; adopted.

ORDERED: That the Petition of NStar to install 105' of 4" plastic gas main as a system improvement to 31 Wellington St., **APPROVED**; adopted.

ORDERED: That the Petition of NGrid and Verizon to relocate Pole 42 on Church Street and install a new guy Pole 42-84 on Plymouth Street, **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer's License, Sergey Yeghiyan d/b/a CTC Gold Refinery, 149 Main Street, **APPROVED**; adopted.

ORDERED: That the Petition of NGrid and Verizon to propose installation of new joint owned stub pole #55-84 on public property, **APPROVED**; adopted. Pole will be set approximately 42' from existing joint owned pole #33. NGrid proposes installation of new joint owned anchor to be set in back of new Pole 55-84 to help support stub pole. Pole 55 currently has tree guy attached from Pole 55 to tree at 479 Hosmer St. that is to be removed. Customer requested to remove the tree guy.

ORDERED: That the IPG Photonics Corporation TIF proposal, consisting of the following 5 documents, attached hereto, **APPROVED**; adopted.

1. The Council Resolution;
2. The Application for the 257 & 259 Cedar Hill Street Economic Opportunity Area (attached to the Resolution as Exhibit 1);
3. TIF Plan (attached to the Resolution as Exhibit 2);
4. TIF Agreement (attached to the Resolution as Exhibit 3);
5. (EDIP) Application (attached to the Resolution as Exhibit 4);

Yea: 11- Nay: 0

Yea: Delano, Page, Elder, Tunnera, Irish, Clancy, Landers, Ossing, Pope, Oram, & Robey

President Pope requested a recess at 8:26 PM and returned to open meeting at 8:27 PM; adopted.

ORDERED: That the Appointments of Ryan Wambolt and Santiago Vergas as youth appointees to the Youth Commission for terms of one year from date of approval, **TABLED**; adopted.

ORDERED: That the Appointment of Renee Perdicaro to the Cultural Council for a term to expire three years from date of City Council approval, **APPROVED**; adopted.

ORDERED: That the Appointments of Ellen Silverstein to the Board of Assessors for a term of three years to expire from date of City Council approval and Bradford Dunn as the City's Principal Assessor for a three year term, **APPROVED**; adopted.

ORDERED: That the following Reappointments to the Recreation Commission for the following terms, **APPROVED**; adopted.

- Robert Kays for a term to expire three years from date of City Council approval.
- Dennis Zilembo for a term to expire two years from date of City Council approval.
- Brenda Calder for a term to expire three years from date of City Council approval.

ORDERED: That the Appointment of Robin Williams to the Board of Health for a term to expire January 5, 2015, **APPROVED**; adopted.

Reappointment of Pat Winske to Disabilities Commission for a term of three years. Note: McManus, Usinas and Towle reported out of committee on February 25, 2014. **[Pat Winske unable to attend and remains in committee.] No action taken on this item.**

ORDERED: That the Conservation Commission Appointments for the following with noted expiration terms, **APPROVED**; adopted.

- Edward Clancy, for a term to expire on March 6, 2017
- John Skarin, for a term to expire on March 7, 2016.

Councilor Clancy abstained

Reappointment of Susan Laufer to Library Board of Trustees 2/6/17. Note: Ray Hale, Ray Johnson, Robyn Ripley, Janice Merk and Tom Abel reported out of committee on February 11, 2014. **[Susan Laufer unable to attend and remains in committee.] No action taken on this item.**

ORDERED: That the DPW Commissioner and Mayor review the hours of operation of the resident drop-off facility (Transfer Station) to possibly extend the hours until 5PM on Saturdays (currently closes at 3PM sharp), and potentially to explore some Sunday hours as well, **APPROVED;** adopted.

Councilor Landers requested to be recorded in opposition.

ORDERED: That the Application for Renewal of Junk Dealer's License by Best Buy Stores, LP #820, 769 Donald Lynch Blvd., **TABLED UNTIL NEXT CITY COUNCIL MEETING;** adopted.

ORDERED: That the Application for Renewal of Junk Dealer's License by Best Buy Stores, LP #1966, 601 Donald Lynch Blvd., **TABLED UNTIL NEXT CITY COUNCIL MEETING;** adopted.

ORDERED: That the Communication from Jean & Michael Morrissey, 43 Sonia Drive re: Placement of Baby Safe Haven Signs on Police and Fire Department buildings, **APPROVED;** adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 8:49 PM.



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2014 SEP 18 A 10 18

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

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

September 18, 2014

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Transfer Request – Board of Health

Honorable President Pope and Councilors:

Enclosed for your approval is the following transfer request from the Board of Health:

- 1) Transfer in the amount of \$3,200.00 from 15120001-50391 (Part-time Nurse) to 15120005-55050 (Medical Supplies).

Funding for this intra-department transfer is available due to the retirement of the previous part-time nurse, which left the position unfilled for the first two and a half months of this fiscal year.

This transfer request is necessary to address an increase in the cost of flu vaccinations, specifically the Quadrivalent (four strain) Vaccine. As currently budgeted, we will be providing fewer vaccines than we did last year due to this increased cost. This transfer will ensure we are able to provide the same level of vaccinations that we did last year, just at a higher cost.

This Massachusetts Department of Public Health will be providing the Quadrivalent Vaccine to local Boards of Health for individuals without health insurance. These allotments are free to cities and towns.

Please do not hesitate to let me know if you have any questions.

Sincerely,

Arthur G. Vigeant
Mayor



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CITY OF MARLBOROUGH
2014 SEP 18 AM 10:19

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

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

September 18, 2014

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Emergency Management Grant Acceptance

Honorable President Pope and Councilors:

The City of Marlborough was recently awarded an Emergency Management Performance Grant (EMPG) in the total amount of \$18,435.00 for fiscal years 2013 and 2014. The city has received EMPG funds on a near annual basis over the past several years.

These funds will be put towards the purchase of an all-terrain vehicle and 800 MHZ radio with GPS monitoring which will be used primarily by the Police and Fire Departments, as well as the Conservation Office, throughout the city for various projects.

Enclosed for your information is the relevant back-up paperwork provided by Emergency Management Director, Donald Cusson. At this time, I respectfully seek your acceptance of this grant so the funds may be expended for their intended purposes.

Thank you for your consideration.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough
Emergency Management

696 CONCORD ROAD

MARLBOROUGH, MASSACHUSETTS 01752-5617

TEL. (508) 481-1933 ■ FACSIMILE (508) 460-3795 ■ TDD (508) 460-3610

CELL (508) 726-1088 ■ PAGER (978) 803-2061

Don Cusson
EMERGENCY MANAGEMENT
DIRECTOR
dcusson@marlborough-ma.gov

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

September 9th, 2014

Honorable Mayor Vigeant;

Enclosed is a copy of EMPG, FFY 2013-2014 Grant needed to go to the Council for adoption. As you can see, it is FFY 2013-2014 EMPG, Grant awarded FY 2013, \$8,975 and FFy2014 \$9,460.00, total \$18,435.00 which is a reimbursement Grant.

These funds are to be used to purchase ATV with trailer and an 800 MHZ radio with GPS for use in the Conservation Department to check all the trails throughout the City. Also this vehicle would be used by the Police Department and Fire department for search and recovery along with the EMS, it will be housed at the Recreation Department on Concord Road. Enclosed is a copy of the contract and a copy of the EMPG, Grant.

The project time line for this Project is after it has been accepted by the Council until June 30th, 2015, which is the completion date for reimbursement. If additional information is needed please do not hesitate in calling or emailing at any time.

Respectfully yours,

Donald E. Cusson
Emergency Manager

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Emergency Management DATE: 9/12/2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: EMPG 2013-2014

GRANTOR: MEMA

GRANT AMOUNT: \$18,435.00

GRANT PERIOD: FY2013-2014

SCOPE OF GRANT/ Vehicle to check 100 miles of trails and rescue.

ITEMS FUNDED ATV, with trailer and 800 MHz radio.

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?

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: _____

**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**

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: CITY OF MARLBOROUGH (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MA Emergency Management Agency MMARS Department Code: CDA, EMERGENCY MANAGEMENT AGENCY	
Legal Address: (W-9, W-4,T&C): 140 MAIN ST		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702	
Contract Manager: Director Donald Cusson		Billing Address (if different):	
E-Mail: dcusson@marlborough-ma.gov		Contract Manager: Kathleen Estridge	
Phone:	Fax:	E-Mail: Kathleen.Estridge@state.ma.us	
Contractor Vendor Code: VC6000192111		Phone: (508) 820-1447	Fax: (508) 820-2030
Vendor Code Address ID (e.g. "AD001"): AD (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): FY15EMPG1314000MARLB	
		RFR/Procurement or Other ID Number: FFY 2013-2014 EMPG	

<p style="text-align: center;"><u>X</u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other</u>: (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><input type="checkbox"/> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other</u>: (Attach authorizing language/justification and updated scope and budget)</p>
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The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.
 Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.
 Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)
 Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). **\$18,435.00**

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Funding for this grant is provided through the FFY2013 and FFY2014 Emergency Management Performance Grant (EMPG). The catalog of Federal Domestic Assistance (CFDA) number is 97.042.
 • SFY 15 spending from start of contract to June 30, 2015 will be: FFY2013 EMPG \$8,975 and FFY2014 EMPG \$9,460.
 Community intends to purchase an ATV with trailer and portable radio. Per the application submitted, the required match will be a cash match met from emergency management related personnel costs.

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

CONTRACT END DATE: Contract performance shall terminate as of June 30, 2015, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

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

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:
 X: Arthur Vicars Date: 9/9/14
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Arthur Vicars
 Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:
 X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: David Mahr
 Print Title: Chief Administrative Officer

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

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COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out

performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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

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

Invoices. The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, 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 15th 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; TJR 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. 26 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 SmartBid subscription process at: www.comm-pass.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11, Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to

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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.

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

This page is optional and is available for a department to authenticate contract signatures.
It is recommended that Departments obtain authentication of signature for the signatory
who submits the Contractor Authorized Listing.

This Section MUST be completed by the Contractor Authorized Signatory in presence of notary.

Signatory's full legal name (print or type): Arthur G. Vigeant

Title: Mayor

X

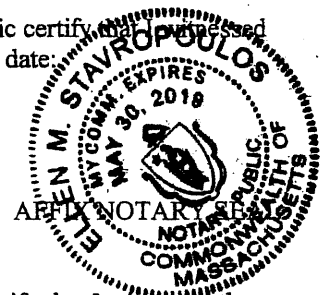
Signature as it will appear on contract or other document (Complete only in presence of notary):

AUTHENTICATED BY NOTARY OR CORPORATE CLERK (PICK ONLY ONE) AS FOLLOWS:

I, Ellen M. Stavropoulos (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:

September 9, 20 14.

My commission expires on:



I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:

_____, 20 ____.

AFFIX CORPORATE SEAL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004

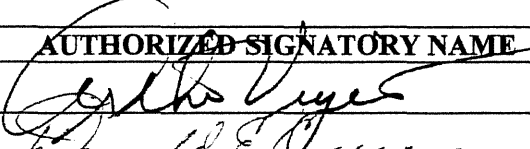



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

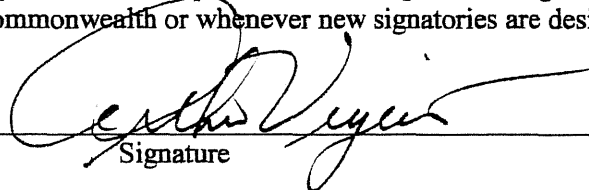
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
	Mayor
	Emergency Management Director

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.


Signature

Date:

Title: Mayor

Telephone: 508-460-3770

Fax: 508-460-3698

Email:mayor@marlborough-ma.gov

[Listing can not be accepted without all of this information completed.]

A copy of this listing must be attached to the "record copy" of a contract filed with the department.

MA Emergency Management Agency
FFY2013-2014
Application Template

Application for Grant Funding

Using this Template, provide a response to each section (as applicable) in the appropriate spaces below. If the proposal contains an interoperable communications component, the entire Template must be completed.

Applications should be based on an identified gap, and not at the prompting of a vendor that stands to benefit from the awarding of a grant.

Two (or more) communities may use their funds jointly on a project. The communities need to state this in their application(s) and identify one community who will act as the fiscal agent.

1. Entity submitting this Application for Grant Funding

Community/Tribe: _____ City of Marlborough EMPG _____

Point of Contact Name: _____ Donald E. Cusson _____

Address: _____ 696 Concord Road _____
_____ Marlborough, MA. 01752-5617 _____

Office Telephone: 408-481-1933 Cell 508-726-1088 _____

Email Address dcusson@marlborough-ma.gov

Fiscal Point of Contact (if different than above)

Name: _____

Telephone: _____

Email: _____

2. Project Period

Estimated start date (month/date/year): _____ July 1, 2014 & October 1, 2014 _____

For planning purposes only, you may use a planned start date of **July 1, 2014 for the FFY 2013** portion of your award, and **October 1, 2014 for the FFY 2014** portion of your award.

Communities and Tribes will receive a contract in or around July 2014 for their FFY2013 EMPG award. MEMA will amend this contract in or around October 2014 to include their FFY2014 EMPG award.

Estimated end date (month/date/year): ___September 30, 2015_____

All Projects must be completed by September 30, 2015.

3. Project Summary

The purchase of this ATV, Trailer, and Radio would enhance our ability to check on our trails around our water supply and other trails through-out the city for fires, lost people, and intruders in restricted areas. We have hundreds of trails totaling approximately 100 miles. The trailer is needed to transport the vehicle from the core to the extreme outline areas. We have three water shed areas covering multitude of miles and walking path in the core and in the wooded areas.

This would save time and could also assist the Fire Department and Police department for lost individual's, or injured individuals.

Using the format below, provide a clear and comprehensive summary (**1 page maximum**) that includes response to the following:

- a) the proposed project; (To purchase an ATV, Trailer, Oobile Radio0
- b) why this is needed, and how this need was identified;
- c) how funds, if awarded, will further Goals/Objectives of the DHS/FEMA National Preparedness System and National Preparedness Goal;¹
- d) how funds, if awarded, will be used to help the community: better prevent terrorism; protect critical infrastructure; or enhance mitigation, response, or recovery efforts (applicants should review the National Preparedness System and National Preparedness Goal);
- e) expected outcomes; and
- f) how outcomes may be measured.

IMPORTANT: All costs must be allowable under the FFY 2013 and FFY 2014 EMPG grant program. Please refer to page 13 ('Allowable Costs' and 'Unallowable Costs') of this AGF, and the EMPG Guidance document for detail on what is/is not allowable.

IMPORTANT: For Equipment, please state whether the item will be fixed or portable. If fixed, please identify where the item is to be installed.

IMPORTANT: For renewal of current contracted services (i.e. reverse-911 type service), please provide renewal date and/or current contract end date.

¹ Information on the National Preparedness System may be found on-line here: http://www.fema.gov/pdf/prepared/nps_description.pdf; the National Preparedness Goal may be found on-line here: <http://www.fema.gov/pdf/prepared/npg.pdf>. Applicants may also review MEMA's Developing FFY 2013 and FFY 2014 EMPG Applications document.

PROJECT SUMMARY (1 page maximum):

4. Funding Amount

MEMA uses a funding formula to determine award amounts. Award amounts may vary from year to year based upon available funding. Please refer to FFY 2013 and FFY 2014 EMPG Funding- Appendix A for your community's proposed award amount.

Amount of Community/Tribe FFY**2013** EMPG funding: \$_8,975.00__

Amount of Community/Tribe FFY**2014** EMPG funding: \$_9,460.00_____

Total Amount of Community/Tribe combined FFY2013-2014 EMPG funding: \$_18,435.00_____

5. Match

Applicants **must** provide a 100% (dollar-for-dollar) cash or in-kind match. Please provide:

a) the match amount (must equal the funding amount): __budget_____

b) type of match (cash or in-kind): _____in-kind

c) specific match source (**may not be federal funds**): _____

d) statement that this match is available during the above-referenced Project Period (see #2):

Guidance on match may be found on MEMA's website here:

<http://www.mass.gov/eopss/agencies/mema/empg-and-ccp-and-hmep-grants.html>

6. Interoperable Communications Investment Proposal (ICIP)

If your Project has an interoperable communications component, please complete the following table on pgs 7-9.

If your Project does NOT have an interoperable communications component, please proceed to section 7, page 10.

ICIP Overview

Interoperable communications projects improve the sharing of electronic information (voice, data, images, video), via radio, internet, microwave, computers, fiber optics. Interoperable Communications projects may include the purchase or modifications of radios, transmission towers and other communications related equipment. Interoperability projects may also include efforts related to communications training and exercises, education and outreach, programming radios, development of Standard Operating Procedures.

When completing the ICIP table, applicants should provide a clear description of the 'Interoperability Problem'. **As an example:**

Problem: Although Mutual Aid Agreements are in place between the applicant and its four neighboring towns for public safety support during emergencies, the towns have no common radio frequencies or Standard Operating Procedures so, radio communications cannot occur amongst the disparate radios during an emergency.

Background Information / Investment Description: It was learned during a multiple alarm chemical fire that responders from the five mutual aid towns were unable to communicate directly with each other effectively. Subsequently, a consultant was hired to develop an interoperable communications plan that assessed the communications gaps and recommended solutions. This project seeks to implement the plan by replacing 30 incompatible portable radios, reprogramming all remaining (220 portable and 15 fixed) radios, conducting 3 training classes for the use of the equipment and the Standard Operating Procedures and conducting 1 table top exercise that will include all 5 towns that are included in the Mutual Aid Agreements.

Interoperable Communications Investment Proposal

Please complete all sections except for the shaded areas.

Shaded areas will be completed by the SIEC and the Statewide Interoperability Coordinator (SWIC).

Date Received by the SWIC:		Control #		Proposed Federal Funding Source: EMPG 2013-2014		Proposed Federal Funding Amount: \$ 18,435.00	
Committee Referred to:			Committee Chairperson:				
Investment Name: Donald E. Cusson		Applicant Organization: City of Marlborough EMA			Applicant Signature:		
Investment Summary	Purchase an ATV/Radio and Trailer.						
Statewide Communications Plan (SCIP) Goals addressed by this investment (please circle all that apply)				<input type="radio"/> Governance <input type="radio"/> SOP <input type="radio"/> Technology		<input type="radio"/> Training & Exercise <input type="radio"/> Usage	
Project Start Date: June 2014		Project End Date: October 30, 2014		Is an Environmental & Historic Preservation (EHP) review required for this project? NO			
Applicant Contact Name: Donald E. Cusson		Phone: 508-726-1088		Email: dcusson@marlborough-ma.gov		Address: 696 Concord Road Marlborough, MA. 01752-5617	
Review Status					SIEC Member Signature		Date
Assigned to Committee							
Estimated Review Date							
Committee Recommendation to the Executive Management Committee		Approval	Denial	Amend			
Executive Management Committee Recommendation		Approval	Denial	Amend			
SIEC Recommendation		Approval	Denial	Amend			
Applicant notified of Recommendation							

Communications Interoperability Problem Description- NO Problems		
Background Information / Detailed Investment Description- Adding a radio to an ATV		
Expected Outcomes- Describe the communications interoperability gaps that will be addressed		
SCIP Goal-	Goal	Describe support
Identify each SCIP goal that this investment will support and describe how that support will be accomplished. See <u>Appendix B</u> for a listing of SCIP goals.	Governance	
	SOP	
	Technology	
	Training & Exercise	
	Usage	
Ownership-	Organization	Asset Description
Identify the proposed owners of all assets procured with this investment (add additional lines as needed)	Marlborough EMA	1 Mobil 800 MHz fire police and DPW
Usage Plan- Describe the usage plan for the equipment / project	This radio would be installed in the ATV for communications with the Police Fire and dispatch for Interoperability connection from other agencies.	

Disciplines- <ul style="list-style-type: none"> Identify each responder discipline that will enhance its communications interoperability from this investment Describe the interoperability enhancement 		
	Discipline	Enhancement
	LE	ADDED TO COMMUNICATION
	EMS	CONTACT FOR RESCUE
	EMA	ADDED COMM
	PSC	FOR ADDED INTEROPABILITY
	FR	IN THE EVENT OF FOREST FIRE/ SEARCH& RESCUE
Please use the following abbreviations to represent the corresponding discipline:	LE - Law Enforcement; EMS - Emergency Medical Services; EMA - Emergency Management Agency; FS - Fire Service; HZ – HAZMAT; PW - Public Works; PH - Public Health; GA – Governmental Administrative; PSC - Public Safety Communications; HC - Health Care; O-Other	
Multi-Jurisdictional Interoperability- All investments must provide interoperability between two or more jurisdictions. Identify each jurisdiction that will achieve interoperability from this investment.	THIS WILL HAVE DPW, FIRE POLICE & CAPABILITY OF INTEROPERABILITY	

7. Budget Detail

The Budgets must align with your Project Summary and equal your proposed funding amount.

All costs must be identified below. Insert additional rows if needed. For equipment, list the EMPG Authorized Equipment List (AEL) Reference number. (<https://www.llis.dhs.gov/knowledgebase/ael>).

Applicants may include up to, but no more than, five (5) % of their request for 'Management and Administration' (M&A) costs. M&A activities are those defined as directly relating to the management and administration of EMPG funds, such as financial management and monitoring. Applicants are reminded to be mindful of supplanting and/or dual compensation.

Page 11 is for your **2013** EMPG award. There are two budget tables provided on this page: one is for activity from 7/1/14 – 6/30/15; the second is for activity from 7/1/15 – 9/30/15. **At least one table must be completed.**

Page 12 is for your **2014** EMPG award. There are two budget tables provided on this page: one is for activity from 10/1/14 – 6/30/15; the second is for activity from 7/1/15 – 9/30/15. **At least one table must be completed.**

7A FFY2013 Program Budget for July 1, 2014 – June 30, 2015

Use the budget detail form below to identify FFY2013 costs planned for July 1, 2014 – June 30, 2015

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
Equipment	Kuboto RTV-X900 WL-H	12VE-00- MISS	1	\$14,940.00	8,975.00
				\$	\$
				\$	\$
				\$	\$
	AMOUNT ALOCATED \$8,975.00			\$	\$
				\$	\$
				\$	\$
				\$	\$
GRAND TOTAL					\$ 8,975.00

7B FFY2013 Program Budget for July 1, 2015 – September 30, 2015

Use the budget detail form below to identify FFY2013 costs planned for July 1, 2015 – September 30, 2015

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

	GRAND TOTAL	\$8,975.00
--	--------------------	------------

7C FFY2014 Program Budget for October 1, 2014 – June 30, 2015

Use the budget detail form below to identify FFY 2014 costs planned for October 1, 2014 – June 30, 2015

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
Equipment	Balance of ATV cost	12VE-00- MISS	1	\$14,940.00	\$ 5,695.00
Equipment	5' X 10' trailer	12TR-00- TEQP	1	\$1,378.00	\$ 1,378.00
Equipment	800 MHz Mobile Radio	06CP-01- MOBIL	1	\$ 2,117.00	\$2,117.00
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				GRAND TOTAL	\$ 9,460.00

7D FFY2014 Program Budget for July 1, 2015 – September 30, 2015

Use the budget detail form below to identify FFY2014 costs planned for July 1, 2015 – September 30, 2015

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
				\$	\$
				\$	\$
				\$	\$
				\$	\$

				\$	\$
				\$	\$
				\$	\$
				\$	\$
				GRAND TOTAL	\$



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2014 SEP 18 A 10:11

City of Marlborough

Office of the Mayor

140 Main Street

Marlborough, Massachusetts 01752

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

www.marlborough-ma.gov

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

September 18, 2014

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: An Amendment to the City Code Relative to the Chief Procurement Officer

Honorable President Pope and Councilors:

Enclosed for your approval is an amendment to the city's General Code formally placing administrative oversight of the Chief Procurement Officer under the City Auditor.

Beginning with my Fiscal Year 2014 budget proposal, the position of the Chief Procurement Officer was placed under the City Auditor's Office. This change was made due to the fact that I believed that the duties and responsibilities of this position fit in more closely with the City Auditor's Office than with the City Solicitor's Office. This amendment simply updates the code to reflect this change.

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

Sincerely,

Arthur G. Vigeant
Mayor

ORDERED:

Be it ordained by the City Council of the City of Marlborough, acting upon a recommendation of the Mayor, that the Code of the City of Marlborough, as amended, be further amended as follows:

- A. Section 7-35, entitled "Duties", is hereby amended by deleting the words "City Solicitor" wherever it appears and inserting in place thereof the words "City Auditor."

ADOPTED
In City Council
Order No. 14-

Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2014 SEP 18 A 10 19

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

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

September 18, 2014

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Municipal Finance Department Appointment Terms

Honorable President Pope and Councilors:

Enclosed for your approval is an amendment to the city's General Code amending the terms of the Comptroller-Treasurer and the City Collector.

My proposal seeks to increase the term of the Comptroller-Treasurer from two years to three and the Collector position from one year to three. In a survey of comparable cities and towns, there is near uniformity in the length of terms of the community's three top finance positions, namely the Comptroller-Treasurer, City Auditor/Town Accountant, and Collector. In Marlborough, the City Auditor's term is already set at three years. For your information, I have enclosed a list of communities compiled by a student in our summer intern program that lists the terms of these offices.

With your approval, this amendment will provide a measure of stability to these key positions which will be of added benefit to the city when it comes to our next bond rating review. More practically, I believe this change will bring our code up to date with today's professionalized approach to municipal governance.

Please note that the amendment addresses the Comptroller-Treasurer term but in no way makes any substantive changes to the amendment passed by the Council earlier this year.

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

Sincerely,

Arthur G. Vigeant
Mayor

ORDERED:

Be it ordained by the City Council of the City of Marlborough, acting upon a recommendation of the Mayor, that the Code of the City of Marlborough (hereinafter, the "City Code"), as amended, be further amended as follows:

- I. Section 67-10, entitled "Comptroller-Treasurer; appointment, term and duties" is hereby amended by deleting paragraph A. in its entirety and inserting in place thereof following:
 - A. The Mayor shall, subject to confirmation of the City Council, appoint a Comptroller-Treasurer for a term of three years to expire the day following his/her approval by the City Council. The Comptroller-Treasurer will be the Chief Financial Officer of the city and shall perform the duties of the Treasurer as set forth in the General Laws of the Commonwealth of Massachusetts, the Code of the City of Marlborough and shall further comply with all other statutes, regulations and ordinances relative to his/her duties as Comptroller-Treasurer.

- II. Paragraph A. of Section 67-11, entitled "Tax Collector; appointment, terms, and duties", is hereby amended by deleting the word "annually" and inserting in place thereof the words "for a three year term to expire the day following his/her approval by the City Council." Said paragraph A. of Section 67-11 is hereby further amended by deleting the word "He" as it appears in the second sentence and inserting in place thereof the words "The Tax Collector."

ADOPTED
In City Council
Order No. 14-

Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

September 18, 2014

President and Members
Marlborough City Council
City Hall 140 Main Street
Marlborough, MA 01752

Re: Marlborough Hills – 200 Forest Street, Marlborough, MA

Application for Site Plan Approval

SMMA No. 11046.00

Dear Council President and Members:

On behalf of our client, Atlantic-Marlboro Realty, LLC ("Atlantic Management"), SMMA is pleased to submit the enclosed application for Site Plan Approval for a parking expansion within the Forest Park/Marlborough Hills mixed-use development in Marlborough, MA. The project is located on the east side of the 200 Forest Street building near the intersection of Results Way and Value Way. The proposed project consists of a new access drive, employee drop-off, and parking area for GE Healthcare at 200 Forest Street.

The proposed project is consistent with the Results Way Mixed Use Overlay District (RWMUOD) and Master Plan approved by the City Council in 2013. The project complies with the zoning requirements of the underlying Industrial (I) and Limited Industrial (LI) districts and the RWMUOD. The application addresses stormwater, water and sewer, and land use consistent with the City of Marlborough standards.

Enclosed with the application is a project narrative with appendices and project plans. Please do not hesitate to reach out to the applicant or SMMA if you have any questions or comments.

Very truly yours,

SMMA | Symmes Maini & McKee Associates



Brian Lawlor, PE
Principal

cc: Joe Zink, John Sullivan – Atlantic Management, Attorney David Gadbois, William Park - SMMA, (MF)

enclosures: Application for Site Plan Approval, Application Narrative and Appendices, Project Plans

P:\2011\11046\08-CODES\Parking Expansion\I-SPA Cover Letter.doc

City Clerk Copy

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

February 20, 2013

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

To the City Clerks Office
of the City of Marlborough, Massachusetts

2014 SEP 11 A 11:45

MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.

request permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary to be owned and used in common by your petitioners, in the following public way or ways:

Simarano Drive

NGRID request to install new jointly owned P#9 Simarano Drive. This pole is required to provide service to existing bldg. at 2 Results Way. A three phase overhead primary line will be installed from P#9 to private property P9-70.

Wherefore they pray that after due notice and hearing as provided by law, it be granted joint or identical locations for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked: **MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.**

Plan No. 16808610 Dated: 09/03/2014

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross arm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

MASSACHUSETTS ELECTRIC COMPANY

By: Eric Widman
Manager of Distribution Design AB

VERIZON NEW ENGLAND, INC.

By: [Signature]
Manager, R.O.W.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

February 20, 2013

By the City Clerks Office
of the City of Marlborough, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED:
that MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC. be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the
5th day of September, 2014

All construction under this order shall be in accordance with the following conditions:-

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked--

Plan No. **16808610** Dated: **09/03/2014** filed with this order.

There may attached to said **MASSACHUSETTS ELECTRIC COMPANY** not to exceed twenty wires and by said **VERIZON NEW ENGLAND, INC.** not to exceed forty wires and four aerial cables, and all of said wires and cables shall be placed at a height of not less than eighteen feet from the ground.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:--

Simarano Drive

NGRID request to install new jointly owned P#9 Simarano Drive. This pole is required to provide service to existing bldg. at 2 Results Way. A three phase overhead primary line will be installed from P#9 to private property P9-70.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Marlborough, Massachusetts held on the _____ day of _____ 2013

Clerk of Council

Received and entered in the records of location orders of the City of Marlborough, Massachusetts

Book: _____ Page: _____

City Clerk

Pole & UG Petition/Permit Request Form

City City of Marlboro WR # 16808610
Town of _____
(circle one)

Install 1 SO
(quantity) JO Poles on Simarano Drive
(circle one) (street name)

Remove _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Relocate _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Beginning at a point approximately 225' feet South of the centerline
(distance) (compass heading)

of the intersection of Bay Drive
(street name)

and continuing approximately _____ feet in a _____ direction.
(distance) (compass heading)

Install underground facilities:

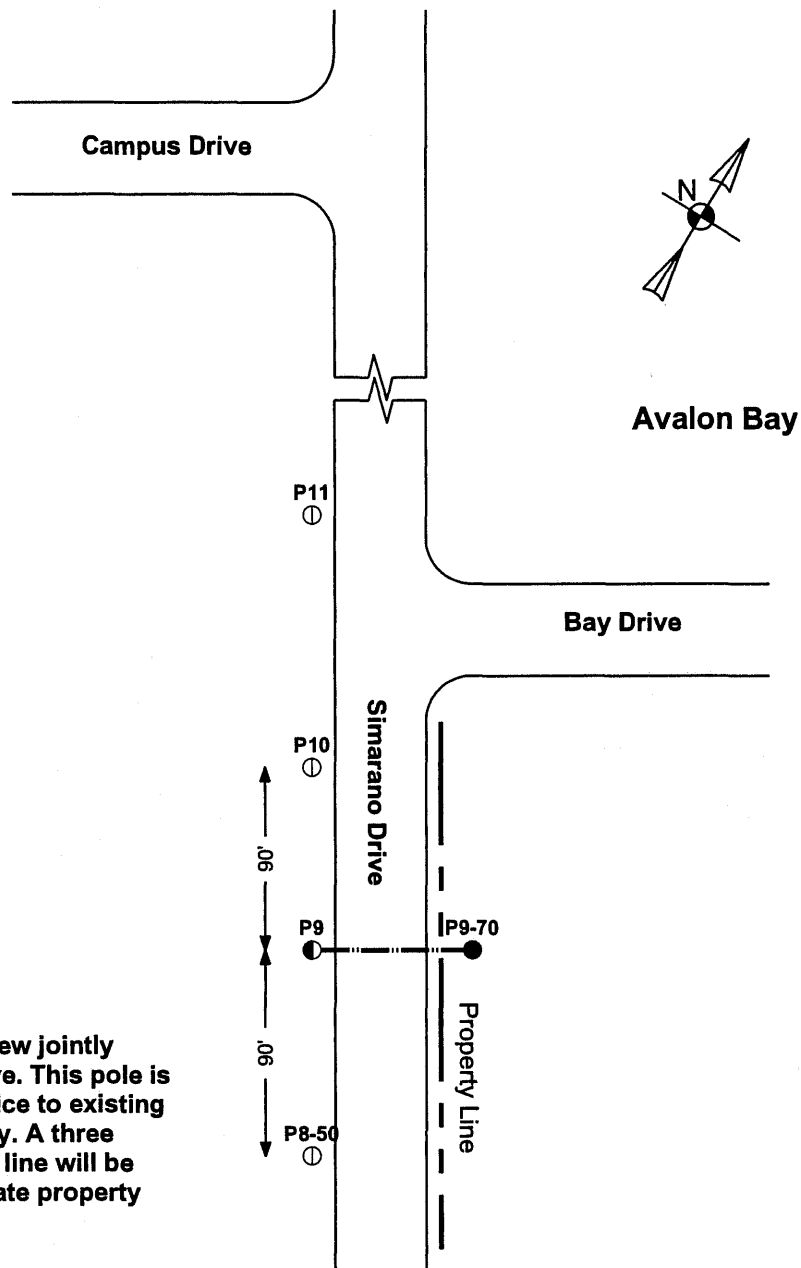
Street(s) _____

Description of Work:

Install intermediate P9 Simarano Drive between existing P8-50 and P10

ENGINEER Bruce Kut

DATE 09/03/14



National Grid to install new jointly owned P9 Simarano Drive. This pole is required to provide service to existing building at 2 Results Way. A three phase overhead primary line will be installed from P9 to private property P9-70.

JOINT OWNED POLE PETITION		nationalgrid And Verizon New England, Inc.	
● Proposed NGRID Pole Locations	○ Existing NGRID Pole Locations	Date: 09/03/14	
● Proposed J.O. Pole Locations	⊕ Existing J.O. Pole Locations	Plan Number: 16808610	
⊕ Existing Telephone Co. Pole Locations	⊙ Existing NGRID Pole Location To Be Made J.O.	To Accompany Petition Dated: 09/03/14	
⊗ Existing Pole Locations To Be Removed		To The: City Of Marlboro	
DISTANCES ARE APPROXIMATE		For Proposed: Install Pole: P9 Location: Simarano Drive	
		Date Of Original Grant:	

**MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2014 SEP 10 August 18, 2014

Call to Order

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

Barbara Fenby & Edward Coveney were absent.

Also in attendance were Board Secretary Melissa Irish & City Engineer Evan Pilachowski & Assistant City Engineer Timothy Collins

1. Meeting Minutes:

A. Regular Meeting July 21, 2014

On a motion made by Mr. Fay, seconded by Ms. Hughes, it was voted to accept and place on file the minutes of the July 21, 2014 regular meeting as amended. Motion carried with Mr. McCarthy abstaining.

2. Chair's Business: None

3. Approval Not Required: None

4. Public Hearings: None

5. Pending Sub Division Plans: Updates and Discussion:

A. Engineers Report:

City Engineer Pilachowski reported out to the Board that all information he had to report will be taken up later in the agenda. (Unfinished Business)

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

7. Definitive Subdivision Submission:

A. Howe's Landing Definitive Subdivision Submission (November 18, 2014)

Ms. Hughes read the submission from Attorney Austin into the record.

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

Attorney Austin and Thomas Dipersio Jr. were in attendance to present the plan to the Board. The definitive plan submitted is the same as the Open Space Concept plan that was approved; it consists of 10 single family house lots and a 2.84 acre parcel of dedicated open space along a 500' cul de sac.

The developer is requesting 4 waivers from the Subdivision Rules and Regulations as follows:

1. Section IV.B.3. Right of Way Width, Required 50' on all secondary roads.
Request is for 40'.

2. Section IV.B.4. Maximum Roadway Grade, Required 8% for secondary roads other than lanes (10% for lanes).
Request is for 10%.
3. Section V.B.2. Pavement Width, Required 32' for Secondary Roads other than lanes (26 feet for lanes).
Request is for 28'.
4. Section V.E. Planting Strips, Required 5' Planting Strip Each Side of Roadway.
Requested No Planting Strip Due to the Requested Reduced Right of Way Width.

On a motion made by Ms. Hughes, seconded by Mr. McCarthy it was voted to set the Public Hearing Date for September 22, 2014 and refer the Plans to Engineering to start the review.
Motion carried

8. Signs:

A. Stella's Custom Cakes – 25 Boston Post Rd East

Ms. Hughes read the denial and variance request into the record.
Ms. Stella Luberto was in attendance to discuss the request.

It has been noted that the owner of the property has unfortunately utilized all the available square footage for the plaza. This information was sent to Ms. Luberto along with the denial for her sign. Unfortunately there is no demonstrated hardship for the Planning Board to act upon the matter rests solely with the Landlord.

In an effort to determine exactly what is attached to the site at 25 Boston Post Rd East the Board is requesting the Code Enforcement Officer visit the site after review of the files to determine the extent of signage at the property both legally and illegally installed. The request is to have the information reported out at the next regularly scheduled meeting.

On a motion made by Mr. DuPont, seconded by Mr. Fay this item was tabled until the next regularly scheduled meeting. Motion carried.

9. Unfinished Business:

A. Berlin Farms Update

City Engineer Pilachowski reported to the committee that some work has taken place in regards to changes to the slope in question as well as the area in question has been raked out and seeded. A conversation has taken place with Conservation Officer Priscilla Ryder and it is her request that the detention basin be cleared prior to request for acceptance.

The Board will be expecting a report from either Mr. Freeman or Mr. Poole at the next regularly scheduled meeting.

B. Blackhorse Farms Update (email)

City Engineer Pilachowski reported to the committee that this site is a mixed bag of issues. New obstructions have emerged just as some of the older outstanding issues are being addressed. There are obstructions to the cul de sac, light pole issues have not been addressed by the developer, and Conservation Officer Priscilla Ryder is looking to set up a meeting to remind

FRE Development of the wetlands on the property.

There is also a question of the stock piling that appears to be taking place on the site, the question that needs to be addressed is whether or not all of the material being stored in the location is in fact going to be used in the construction of the homes?

On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to table this item and have it appear on the next regularly scheduled meeting agenda. Motion carried.

C. Mauro Farms Update (email)

Ms. Hughes read the email from Mr. Scott Goddard of Goddard Consulting LLC regarding the Mauro Farms erosion ongoing issue. The email outlined the results from the flash flood on July 27, 2014. The email stated that the Board would be notified upon completion of the erosion controls being reinstalled. Also of note was that the large stock pile in question was cut down to a respectable level of 10'.

10. Informal Discussions:

Mr. Fay noted that both of the recent variance recipients (The Taste of Marlborough and the Greek Festival have both appeared to have overstepped the approvals that they were granted.

The Taste of Marlborough has placed a sign at the corner of Bolton and Union Street after discussion during the hearing noted that the location should be in front of the Navin Property closer to the home than the street.

The Greek Festival has a great number of signs out as well as a at least one large banner (No permit) placed on the Marlborough House of Pizza at the corner of Main Street and Granger Boulevard.

Since that banner is large and illegal (it is not advertising a special event at the House of Pizza it is advertising an event taking place off the property) It is the opinion of the Board that the banner is question should be removed As soon as possible.

11. Correspondence:

**A. Correspondence outlining proposed changed to Subdivision Rules and Regs.
(City Engineer Pilachowski proposal)**

Ms. Hughes read the correspondence from City Engineer Pilachowski into the record.

Mr. Shawn Hurley the developer of Bouffard Dr was in attendance and spoke to some of the points raised in City Engineer Pilachowski's correspondence as he feels they pertain directly to his development.

Mr. Fay noted his objection to allowing any discussion on the matter of Bouffard Dr due to it not being specifically on the agenda. This discussion should be kept to the correspondence only.

City Engineer Pilachowski noted that this is the start of the conversation regarding possible changes/updates to the Rules and Regulations as they pertain to Subdivisions; he understands that all of the ideas presented may not be feasible. He is requesting that this be on the agenda for

the next meeting that the Chairperson is in attendance.

City Engineer Pilachowski also requests that the issues regarding Bouffard Dr also be added to the next available agenda with the Chairperson present.

Mr. Fay did note that if the Bouffard Dr issue is going to be placed on an agenda public notice must go out to the residents at least of Bouffard Dr.

Mr. Hurley disagrees with the idea of public notice to discuss Bouffard Dr.

On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to accept the correspondence and place on file as well as place this item on the agenda for the first meeting in October for further discussion. Motion carried.

12. Public Notices of other Cities and Towns:

A. Town of Framingham, Planning Board Notice of Decision (3)

B. Town of Framingham, Planning Board Public Hearing August 21, 2014

C. Town of Sudbury, Board of Appeals Notice of Decision

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

Adjournment: On a motion made by Mr. DuPont, seconded by Mr. Fay it was voted to adjourn at 8:28pm. Motion carried.

Respectfully submitted,

Colleen Hughes

/mai

CITY OF MARLBOROUGH MEETING MINUTES

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Meeting: Council on Aging Board Meeting

2014 SEP 10 P 3:41

Date: June 10, 2014

Time: 8:45 A.M.

Location: Walker Building, Room 104, Marlborough, MA

ATTENDANCE: Leslie Biggar, Sheila Brecken, Jennifer Claro, Jim Confrey, Rita Connors, Brenda Costa, Marie Elwood, Jeanne McGeough; Friends Rep Barbara McGuire; Officer Tony Evangelous, Borden Wicks. Unexcused Absence, Richard Collins.

- I. Call to Order 8:45 AM
- II. Approval of May 2014 Meeting Minutes
- III. Director's Update:
 - a. Grants submitted for Bay Path, Transportation Coordinator, Multi-cultural Coordinator, Support Funding
 - b. Contract for MySenior Center, new computer system, all signed with IT, Legal, COA. Training will be set up on or about July 10.
 - c. Meeting with Susan Maki and Tina Nolin regarding setting up for non-monetary program sign up. Susan Maki will put together a sign in book which will be at the volunteer greeter desk from 10:00 AM to 2:00 PM. Otherwise a box with slips of paper for sign up will be set out in the lobby.
 - d. Wednesday afternoon BINGO games have been cancelled.
- IV. Bay Path May Update
 - a. Senate released its FY 15 Budget.
 - b. The Caregiving MetroWest website – www.CaregivingMetrowest.org launched on May 16th. Efforts underway to promote awareness of the site.
 - c. Consumer Programs have 1,304 consumers in all home care programs – 275 in the PCA program and 646 in SCO.
 - d. EOEA/Mass Home Care will be drafting amendments to get funding for home care purchased services.
 - e. Area Agency on Aging – New grant applications are arriving now. Deadline is June 2; Planning and Allocations committees will begin reviewing proposals in June.
 - f. Nutrition program is very good and consistently higher than the state average.
 - g. When Bay Path takes possession of the current Senior Center there will be a 24/7 on-site presence.

V. Old Business

- 1. Officer Evangelous Update**
 - a. Introduced Borden Wicks, his partner and successor. Officer Evangelous will be retiring January 1, 2015.**
 - b. Program for seniors regarding licenses will be going forward on a date to be selected by Jennifer Claro and the Executive Director of the Hudson COA. This will be a joint collaboration and a venue will be selected that will be large enough to hold 500 people. The program will be videotaped for Cable TV. The program can be viewed on YouTube on the Dr. Oz Show.**

- 2. Building Committee Update**
 - a. Progress on new Senior Center is on schedule. Projected opening date is December 17.**
 - b. The opposition to the new senior center has decided not to appeal**
 - c. A Thank You note from Peg Bouvier was read into the record.**

- 3. Transportation Update – Jeanne McGeough**
 - a. 152 Registrants**
 - b. 22 Rides through May 31, 2014**
 - c. Biggest draw is the Senior Center**

- 4. Mission Statement will be ready on or before September 9, next COA Board Meeting.**

- 5. No Board Meetings in July and August.**

- 6. Jennifer Claro asked for help in preparing Officer Evangelous program some time in August.**

- 7. COA Board Members were voted on and remain the same. Chairman Jim Confrey, Vice Chair Sheila Brecken, Secretary Brenda Costa.**

- 8. Discussion of summer programs, men’s programs and other event ideas: Ping pong; putting green; Fish and Game club for target shooting; fishing; woodworking; paint ball; laser tag, pickle.**

Meeting adjourned at 9:45 AM. Respectfully submitted Jeanne McGeough for Brenda Costa.



CITY OF MARLBOROUGH
Marlborough, Massachusetts 01752

Fort Meadow Commission

CITY CLERK'S OFFICE
CITY OF MARLBOROUGH



2014 SEP 17 A 9 56 **TOWN OF HUDSON**
Hudson, Massachusetts 01749

July 17, 2014

Fort Meadow Commission Meeting Minutes

7:06 PM - Meeting called to order in the Marlboro City Hall.

In attendance:

- Marlborough Commissioners Thomson and DelGenio and Agent Gould
- Hudson Commissioner Kaczmarek and Agent Pelletier
- 1 Hudson resident and 6 Marlboro residents

Minutes:

- Minutes from June 19, 2013 meeting reviewed and approved by Commissioners Thomson, DelGenio and Kaczmarek
- July 4, 2013 incident
 - A discussion was held with Gerald Curley and his voluntary witness statement was submitted and reviewed by the commission. The statement included Mr Curley's recollection that he was parked adrift, not anchored with his lights off, immediately prior to the collision. In accordance with local ordinances vessels are considered "underway" if not anchored or moored and must display front and rear lights after sunset. For this violation the Commission proposed and passed a motion that included the following:
 - One month loss of privileges on the waters of Fort Meadow Reservoir for the vessel and operator. It was agreed that based on the fact that Mr. Curley's boat was out of the water and his did not operate a vessel for several months after the incident that this verdict would be considered satisfied as "time served"
 - Mandatory completion of an approved boater safety class to be completed prior to the 2015 boating season
 - A discussion was held with Dan Campbell at which time he was not at liberty to discuss the incident due to pending legal actions against him.
 - Pending the outcome of the legal proceedings the FMC tabled any discussions of the loss of lake privileges.
 - The completion of an approved boater safety class to be completed prior to the 2015 boating season was ordered
- July 5, 2014 incident
 - A discussion was held with Mike Graham at such time he admitted poor judgment in letting a youth rider sit forward of the rail on his pontoon boat while it was underway. As a result the commission proposed and passed a motion that included the following:
 - One month loss of privileges on the waters of Fort Meadow Reservoir for the vessel and operator. It was agreed that Mr. Graham would have 7 calendar days to remove the vessel.
 - Mandatory completion of an approved boater safety class to be completed prior to the 2015 boating season
- July 13, 2014 incident
 - John McHugh, the operator that was escorted from the lake for multiple violations did not appear in front of the Commission.
 - Due to his absence, the FMC tabled any discussions of the loss of lake privileges.



Fort Meadow Commission



CITY OF MARLBOROUGH
Marlborough, Massachusetts 01752

TOWN OF HUDSON
Hudson, Massachusetts 01749

- The completion of an approved boater safety class to be completed prior to the 2015 boating season was ordered for Mr McHugh.
- Loud boat stereos – Follow up from last meeting
 - City ordinance defines a noise violation to be an offence if it can be heard from 25 feet away. In respect to loud stereos on boats the commission will enforce using the criteria, “if you can hear it from shore, it is too loud”
 - FMC agreed that there has been a noticeable improvement in the number of incidences of loud stereos.
- Weed Control
 - Treatment was on June 11, 2014, follow up survey to be completed over the summer.
- Launch
 - Two Marlboro residents were ssuedt keys
 - Commissioner DelGenio to call Dave Grasso to inform attendants of their responsibilities
- Budget
 - Hudson check for \$1100 for Attendants, \$100 for dock supplies was submitted to Marlboro controller

8:32 PM - Meeting adjourned.

2014 Remaining Meeting Schedule (all meetings at 7:00 PM third Thursday).

Hudson	Marlboro
August 21	September 18