

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2013 AUG 22 P 1:25

1. Minutes of the City Council Meeting, July 22, 2013.
2. PUBLIC HEARING On the Proposed Amendment to the Code of the City of Marlborough, Zoning, Section 650-17, entitled "Table of Uses," by regulating the business uses entitled "Power laundries and dry cleaning" so as to separate into independent categories said uses and allow Dry Cleaning establishments as of right in the Business (B) district and in the Commercial Automotive (CA) district, Order No. 13-1005481.
3. PUBLIC HEARING On the Application for Special Permit from Attorney Schaffer on behalf of Irene Kantor to operate a Martial Arts Studio located within an Industrial District where private indoor or outdoor recreation may only be allowed through Special Permit, 38 Brigham St., Order No. 13-1005483.
4. PUBLIC HEARING On the Application for Special Permit for Special Permit from Luiza DeMoura of Jump in with Us, Inc. to develop an inflatable playground and to accommodate birthday parties for kids and families from Tuesdays to Sundays, 10:00 AM to 7:00 PM, 19 Brigham St., Unit 6., Order No. 13-1005482.
5. Communication from the Mayor re: Senior Center Bond Request in the amount of \$6,500,000.00 for construction of a new Senior Center at Ward Park.
6. Communication from the Mayor re: Ward Park Bond Request in the amount of \$3,000,000.00 for the Renovation of the Courts, Fields and Parking at Ward Park.
7. Communication from the Mayor re: Resolution in Support of MassWorks Grant Application.
8. Communication from the Mayor re: Doubling of Tax Exemptions.
9. Communication from the Mayor re: Executive Office of Health and Human Services (EOHHS) Grant awarded to the Police Department in the amount of \$45,000.00 to be utilized for the City's Jail Diversion Program which is carried out in conjunction with Advocates, Inc.
10. Communication from the Mayor re: Bay Path Elder Services, Inc. Grants awarded to the Council on Aging in the amounts of \$5,000.00 each to provide for continuation of educational and enrichment programs targeted towards our Portuguese and Latino populations and to enhance our scheduled senior transportation services to area stores and area retail locations.
11. Communication from the Mayor re: Emergency Management Performance Grant awarded to the City in the amount of \$9,030.00 which reimburses for costs associated with local emergency preparedness training and emergency management equipment and upgrades, including new hardware for the ID systems utilized by the Personnel Office.
12. Communication from the Mayor re: Reappointment of Deborah Fox as City Collector to serve a term of one year to take effect on the first Monday following her appointment.
13. Communication from the Mayor re: Reappointment of Diane Smith as City Auditor for a term of three years.
14. Communication from the Mayor re: Appointment of Nancy Stevens as a Regular member of the Zoning Board of Appeals to complete the term of Bob Page due to expire on May 5, 2017 and Robert Levine as an Alternate member of the Zoning Board of Appeals to serve a two year term beginning from his date of confirmation by City Council.
15. Communication from the Mayor re: Appointment of Brian DuPont to the Planning Board for a five year term to expire on February 5, 2018 to replace longtime member Clyde Johnson.

16. Communication from the Mayor re: SCRPT (Senior Citizen Property Tax Work-Off Program).
17. Communication from Assistant City Solicitor, Cynthia Panagore-Griffin- re: Proposed Order to Amend Chapter 526 of the City Code to Regulate Digital Electronic and LED Signs and Message Boards.
18. Communication from Attorney Bergeron of Mirick O'Connell re: Request for Modification of Special Permit, Condition 7, Capital Group Properties, Inc., 853 & 905 Donald Lynch Blvd., Order No. 03-10047B.
19. Application for Junk Dealer's License, Bernard Novitch, Collector's Paradise, 771 Boston Post Rd. E. #7.
20. Petition of NGrid and Verizon to install 1-Joint owned Pole #47-25 approximately 56' from Pole #47 and 4-6" Conduits on Forest Dr.
21. Petition of NGrid and Verizon to install of approximately 1100' of 4-5" Conduits and two manholes on Forest St. and 1-Joint owned Pole #P2-50 on Bartlett Dr.
22. Communication from NGrid re: Annual Return.
23. Communication from Mosquito Control Project re: Investigating Resident's Complaints about Mosquitos on the following dates: July 31, August 7, 14, 21, & 28, 2013.
24. Minutes, Council on Aging, June 11, 2013.
25. Minutes, Planning Board, July 15, 2013.
26. Minutes, Parks & Recreation Commission, May 8, 2013.
27. Minutes, Marlborough Community Development Authority, July 25, 2013.
28. Communication from Amica on behalf of Philip Lioio, 19 Preston St.
29. Communication from Amica on behalf of Joseph Bisol, 212 Hudson St.
30. Communication from Hanover Insurance Group on behalf of Kevin Lynch, 96 Warren Ave.
31. CLAIMS:
 - A. Ann Marie Maichin, 63 Simpson Rd., residential mailbox claim
 - B. Ariel Negron, 37 Emerald St., Gardner, MA pothole or other road defect
 - C. Vincent Simarano, 186 Reservoir St., pothole or other road defect

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From Urban Affairs Committee

32. Order No. **13-1005426B** - Application for Special Permit from Mirick O'Connell on behalf of Sandra and Anthony Antico Real Estate LLC for indoor recreation area at 72 Jefferson Street.

Attorney Bergeron opens with an overview of some changes he has made to language in the terms and conditions.

The floor is opened for councilors to comment. Councilor Clancy voiced his opinion that there should be an age limit that only permits 2-12 year olds to use the bouncy house, and all employees must have a CORI form approved and on file in Unit 103.

The Chair began reading the conditions.

The Chair added a new condition number (4) four that stated all employees must have a CORI form approved and on file at the business.

Councilor Robey voiced concerns that an 8 AM opening time was too early. The Chair and committee members thought the 8AM opening was acceptable.

Condition number (11) eleven "B" was deleted for purpose of clarity.

Condition number (5) five was amended to include painting ceramics and other crafts.

Condition number (9) nine was amended to clarify that the Recreation Director will be the one to determine what constitutes a major sporting event.

Councilor Robey expressed her concern that allowing any party to occur during a sporting event should be prohibited in the conditions to avoid parking issues.

The Chair and President Pope were confident that the applicant-tenant would take appropriate measures on her own in these cases.

Solicitor Rider suggested that language be added that states the City Council will be notified by the Board of Health Director if there is a violation of Sanitary Code.

Motion by Councilor Clancy to approve as amended, seconded by the Chair.
Adopted 4-1 Robey opposed.

Motion by Councilor Clancy to suspend rules at July 22 City Council meeting to refer draft decision to Solicitor to put in proper legal form for final action. Adopted 4-1 Robey opposed.

Chair called a recess prior to review of second special permit application.

From Personnel Committee

33. **Order No. 13-1005480** - Reappointments of William Brewin, Nena Bloomquist and Rustin Kyle as members of the Marlborough Public Library Board of Trustees expiring two years from date of City Council approval. Motion by Councilor Elder to approve, seconded by the Chair to approve the appointment of Bloomquist only; Brewin and Kyle not in attendance. Adopted 2-0
34. **Order No. 13-1005381** - Reappointments of Eric Asman and Joyce Torelli to Community Development Authority for terms of three years expiring from date of confirmation by City Council. Motion made by Councilor Elder to approve, seconded by the Chair. Adopted 2-0.
35. **Order No. 13-1005382** - Appointment of Mitchell Gorka to Zoning Board of Appeals for term of three years expiring from date of confirmation by City Council (Mr. Gorka presently serving as Alternate Member of the ZBA). Motion made by Councilor Elder to send to City Council without recommendation. Adopted 2-0.

36. **Order No. 13-1005464** - Appointment of Melissa Vera, Mark Bartlett and Mary Scott to the Marlborough Cultural Council for a term of three years commencing the day after their approval by the City Council. Motion made by Councilor Elder to approve, seconded by the Chair. Adopted 2-0.

From Public Services Committee

37. **Order No. 13-1005386A - Application for Fuel Storage Permit, Bunker Floor Supply, 289 Elm St., for storage of 2,844 gallons of flammable liquids and 23,500 gallons of combustible liquids.**

The Chair opened by asking the applicant Jeffery Aaron to describe a little bit about his business and how it works.

Mr. Aaron, part-owner of Bunker Floor Supply on 289 Elm Street, said that he is a whole sale distributor to the hard wood flooring trade. He does no retail at the store location meaning the product comes in on pallets and leaves on pallets; none are opened. The largest container of polyurethane solution, either oil or water based, they carry is five gallons, but most of his business is dealt in quarts. The numbers presented in the application (2,844 gallons of flammable liquids and 23,500 gallons of combustible liquids) are figures that Deputy Flynn requested he display as the maximum amount of product Mr. Aaron would have at any given time. Mr. Aaron explained that these figures were necessary because the flow of product in and out of the building is constant thus the actual numbers fluctuate.

The Chair asked Chief Fortin if he had any concerns to which the Chief replied that he had none. Chief Fortin went on to say that there are many small containers, not one large one, and he has the cleaning equipment necessary to deal with small spills.



**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK
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JULY 22, 2013

Regular meeting of the City Council held on Monday, JULY 22, 2013 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors Present: Pope, Ossing, Oram, Robey, Delano, Jenkins, Elder, Tunnera, Clancy, and Landers. Absent: Seymour. Meeting adjourned at 9:15 PM.

ORDERED: That the minutes of the City Council Meeting JULY 8, 2013, **FILE**; adopted.

ORDERED: That the **PUBLIC HEARING** On the Petition of NGrid to install a Pull Box in the sidewalk at the intersection of Daniels Rd. and Graves Lane and to install 2-3" PVC duct bank in the sidewalk from existing Riser Pole to Pull Box., Order No. 13-1005467, all were heard who wish to be heard, hearing recessed at 8:05 p.m.; adopted.

Councilors Present: Ossing, Pope, Oram, Robey, Delano, Jenkins, Elder, Tunnera, Clancy & Landers.

Absent: Seymour

At Council President Pope's request to recess at 8:09 PM and return to open meeting at 8:10 PM, **APPROVED**; adopted.

ORDERED: EQUIPMENT BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum of \$1,513,720 (one million five hundred thirteen thousand seven hundred twenty) dollars be and is hereby appropriated for departmental equipment.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$1,513,720.

Pursuant to the provisions of Chapter 44, Section 7 (9) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than five (5) years from its date of issue.

ORDERED: BUILDING RENOVATION BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum of \$1,510,000 (one million five hundred ten thousand) dollars be and is hereby appropriated for building renovations.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$1,510,000.

Pursuant to the provisions of Chapter 44, Section 7 (3A) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than twenty (20) years from its date of issue.

ORDERED: STREET MAINTENANCE AND CONSTRUCTION PROJECT BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum of \$7,470,000 (seven million four hundred seventy thousand) dollars be and is hereby appropriated for street construction.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$7,470,000.

Pursuant to the provisions of Chapter 44, Section 7 (5) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than ten (10) years from its date of issue.

ORDERED: SIDEWALK CONSTRUCTION AND REPAIR PROJECT BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum or \$100,000 (one hundred thousand) dollars be and is hereby appropriated for sidewalk construction.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$100,000.

Pursuant to the provisions of Chapter 44, Section 7 (6) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than five (5) years from its date of issue.

ORDERED: SEWER PROJECT BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum or \$200,000 (two hundred thousand) dollars be and is hereby appropriated for sewer construction.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$200,000.

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

ORDERED: WATER PROJECTS-44s8(5) BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE, CHANGE WRITTEN DOLLAR AMOUNT IN PARENTHESIS TO CORRELATE TO NUMERIC DOLLAR AMOUNT AND ORDERED ADVERTISED; adopted:

That the sum or \$835,000 (eight hundred thirty five thousand) dollars be and is hereby appropriated for water main construction.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$835,000.

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

ORDERED: WATER PROJECTS-44s8(7A) BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum or \$200,000 (two hundred thousand) dollars be and is hereby appropriated for water meters.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$200,000.

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

ORDERED: ENVIRONMENTAL AND SITE UPGRADE BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum or \$300,000 (three hundred thousand) dollars be and is hereby appropriated for repairs to the landfill cap and drainage system.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$300,000.

Pursuant to the provisions of Chapter 44, Section 8 (21) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than thirty (30) years from its date of issue.

ORDERED: FORESTRY & PARKS PROJECT BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum or \$595,000 (five hundred ninety five thousand) dollars be and is hereby appropriated for reconstruction of municipal outdoor recreational facilities.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$595,000.

Pursuant to the provisions of Chapter 44, Section 7 (25) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than fifteen (15) years from its date of issue.

ORDERED: CEMETERY PROJECT BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum or \$20,600 (twenty thousand six hundred) dollars be and is hereby appropriated for irrigation upgrades to Evergreen Cemetery.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$20,600.

Pursuant to the provisions of Chapter 44, Section 7 (20) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than five (5) years from its date of issue.

ORDERED: TECHNOLOGY UPGRADE BOND

At a regular meeting of the City Council On JULY 22, 2013, the following BOND was referred to FINANCE COMMITTEE AND ORDERED ADVERTISED; adopted:

That the sum or \$165,800 (one hundred sixty five thousand eight hundred) dollars be and is hereby appropriated for computer hardware.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$165,800.

Pursuant to the provisions of Chapter 44, Section 7 (28) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than ten (10) years from its date of issue.

ORDERED: That the Appointment of Brian Doheny as Comptroller/Treasurer for term of two years effective on the first Monday following his appointment, refer to **PERSONNEL COMMITTEE**; adopted.

Suspension of the Rules requested - granted to allow the Police Chief to speak.

ORDERED: WHEREAS, the deferred operation of the amendment to the City Code of the City of Marlborough, as set forth herein below, would tend to defeat its purpose, which is to make effective as soon as possible the provisions thereof, therefore it is hereby declared to be a Special Emergency Ordinance, necessary to the welfare, health and safety of the people or their property in the City of Marlborough.

THEREFORE, be it voted by the City Council of the City of Marlborough that the foregoing be declared an emergency measure as provided in Section 20 of the Charter of the City of Marlborough; adopted.

First Reading, suspended; Second Reading, adopted; Passage to Enroll, adopted; Passage to Ordain; adopted. No objection to passage in one evening.

ORDERED: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING CHAPTER 468, ENTITLED "PEDDLING AND SOLICITING," AS FOLLOWS:

Chapter 468 is hereby amended by inserting the following:

§ 468-34 Additional Requirements For City-Sponsored Events

- A. The requirements of this section shall be in addition to other requirements of this chapter, other ordinances of the City Code, and state law.
- B. No hawker or peddler shall display, sell or offer goods or merchandise for sale without a license issued by the Event Director. Said license shall be person-specific and event-specific.
- C. Procedure for obtaining a license.
 - (a) An applicant for a license to display, sell or offer sell goods or merchandise for sale shall apply to the Event Director on the day of the event. Said license applicant must provide to the Event Director a copy of a current state-issued hawker and peddler license issued to the applicant and a valid identification card which bears a recent photograph of the applicant such as a driver's license, military id or state-issued identification card.
 - (b) No license shall issue without a successful CORI check. License applicants shall apply to the commonwealth of Massachusetts for a Criminal Offender Record Information ("CORI") check and provide a copy of a current CORI check to the Chief of Police no later than one week before the event.
 - (c) The cost for each license shall be \$50.00 per person payable to the Event Director at the time of application by cash, check or money order made payable to the City of Marlborough. Charitable and non-profit organizations are exempt from paying said license fee.
- D. License holders shall prominently display the license on the cart or other apparatus used for the conveyance, storage or display of goods or merchandise.
- E. Failure to comply with this chapter or any other ordinance of the City or state law, or any fraud, misrepresentation or false statement made in connection with the application for a license or the selling of goods and merchandise may result in revocation by the Marlborough Police Department of the license described herein.

Chapter 468 is hereby further amended by inserting in § 468-31 after the words "§ 468-30" the words "and § 468-34."

Chapter 468 is also hereby further amended by inserting in § 468-32 after the words "§ 468-30" the words "and § 468-34"; adopted.

First Reading, suspended; Second Reading, adopted; Passage to Enroll, adopted; Passage to Ordain; adopted. No objection to passage in one evening.

- ORDERED: Communication from Margaret Dwyer re: Resignation from the Marlborough School Committee effective immediately, **FILE**; adopted.
- ORDERED: That the Communication from City Solicitor, Donald Rider re: Special Permit, 587 Bolton St., Inc. to serve food outdoors as the Bolton St. Tavern is located in an LI zone, 587 Bolton St., Order No. 13-1005456A, **MOVE TO REPORTS OF COMMITTEE**; adopted.
- ORDERED: That the Communication from City Solicitor, Donald Rider re: Special Permit, from Mirick O'Connell, on behalf of Sandra & Anthony Antico Real Estate LLC, for indoor recreation area that will include various children's entertainment features that can be used by children under the supervision of their parents or guardians for birthday parties and on other special occasions, 72 Jefferson St., Unit 103, Order No. 13-1005426A, **MOVE TO REPORTS OF COMMITTEE**; adopted.

Suspension of the Rules requested, granted to allow the DPW Commissioner to speak

- ORDERED: That the Communication from DPW Commissioner, Ronald LaFreniere re: Proposed Amendment to Chapter 510, Code of the City of Marlborough, refer to **OPERATIONS AND OVERSIGHT COMMITTEE**; adopted.
- ORDERED: That the Communication from Historical Commission Chair, Gray Brown re: Historical Preservation Restriction – 197 Stow Rd., refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.
- ORDERED: That the Communication from Attorney Gadbois re: Historical Preservation Restriction – 197 Stow Rd., refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.
- ORDERED: That the Communication from Attorney Gadbois re: Application for Sewer Connection Permit, AvalonBay Communities, Inc., Simarano Dr., refer to **URBAN AFFAIRS COMMITTEE**; adopted.
- ORDERED: That the Communication from MassDevelopment re: Approved Revenue Bond Project on behalf of Mass Memorial Healthcare, refer to **URBAN AFFAIRS COMMITTEE**; adopted.
- ORDERED: That the Application for Renewal of Junk Dealer's License, Andrew Spaventa, ecoATM, 601 Donald Lynch Blvd., refer to **PUBLIC SERVICES COMMITTEE**; adopted.
- ORDERED: That the Application for Secondhand Article Dealer's License, Theresa Denoncourt Smith, Hint of Class Consignment, 72B Hosmer St., refer to **PUBLIC SERVICES COMMITTEE**; adopted.
- ORDERED: That the Minutes, Planning Board, June 3 & 17, 2013, **FILE**; adopted.
- ORDERED: That the Minutes, Community Development Authority, June 27, 2013, **FILE**; adopted.
- ORDERED: That the Communication from Hanover Insurance on behalf of Suzanne Degeorge, 5 Barnes Circle, refer to **LEGAL DEPARTMENT**; adopted.
- ORDERED: That the following CLAIM, refer to the **LEGAL DEPARTMENT**; adopted.
- A. Leonard Tedoschi, 262 Pleasant St., pothole or other road defect

Reports of Committees:

Councilor Elder reported the following out of Urban Affairs Committee:

Present: Chairman Elder, Councilor Landers, Councilor Clancy, Councilor Robey, Councilor Tunnera; Also Present: President Pope; Solicitor Rider; Attorney Bergeron for petitioner, Attorney Mitrakas for petitioner

Order No. 13-1005426 - Application for Special Permit from Mirick O'Connell on behalf of Sandra and Anthony Antico Real Estate LLC for indoor recreation area at 72 Jefferson Street.

Attorney Bergeron opens with an overview of some changes he has made to language in the terms and conditions.

The floor is opened for councilors to comment. Councilor Clancy voiced his opinion that there should be an age limit that only permits 2-12 year olds to use the bouncy house, and all employees must have a CORI form approved and on file in Unit 103.

The Chair began reading the conditions.

The Chair added a new condition number (4) four that stated all employees must have a CORI form approved and on file at the business.

Councilor Robey voiced concerns that an 8 AM opening time was too early. The Chair and committee members thought the 8AM opening was acceptable.

Condition number (11) eleven "B" was deleted for purpose of clarity.

Condition number (5) five was amended to include painting ceramics and other crafts.

Condition number (9) nine was amended to clarify that the Recreation Director will be the one to determine what constitutes a major sporting event.

Councilor Robey expressed her concern that allowing any party to occur during a sporting event should be prohibited in the conditions to avoid parking issues.

The Chair and President Pope were confident that the applicant-tenant would take appropriate measures on her own in these cases.

Solicitor Rider suggested that language be added that states the City Council will be notified by the Board of Health Director if there is a violation of Sanitary Code.

Motion by Councilor Clancy to approve as amended, seconded by the Chair.
Adopted 4-1 Robey opposed.

Motion by Councilor Clancy to suspend rules at July 22 City Council meeting to refer draft decision to Solicitor to put in proper legal form for final action. Adopted 4-1 Robey opposed.

Chair called a recess prior to review of second special permit application.

Order No. 13-1005456 - Application for Special Permit from Atty. Mitrakas on behalf of 587 Bolton Street Inc. to serve food outdoors (new exterior deck).

Recess was called back to order at 7:18 PM. The floor was opened for questions. Atty. Mitrakas publicly disclosed that he was a member of the License Board and noted that the License Board granted preliminary approval of the service of alcoholic beverages on the deck, although he did not and would not participate in any of those discussions.

Councilor Robey voiced concerns about noise and outdoor music on the deck as mentioned by abutters at the hearing. Atty. Mitrakas stated that applicant has no intention of including background music on the deck, although any extension of the entertainment license would have to be approved by the License Board, including a television, background music or anything of that nature.

The Chair began reading the conditions. The Chair amended the conditions to state that no patron is allowed on the deck after and before the documented hours of operation.

Councilor Clancy addressed concerns of smokers using the deck resulting in condition number (9) nine "D" that states proper no smoking signage will be installed around the deck.

Councilor Clancy and the Chair agreed on a one year look back policy that will allow the deck hours to be 11AM to 11PM Friday and Saturday unless, in one year, there are noise complaints from neighbors, police, or the Ward Councilor.

Solicitor Rider noted that the zoning requirement in the area calls for a six foot high fence to be erected for the privacy of the neighbors.

Attorney Mitrakas stated the Building Inspector was comfortable allowing a written document detailing an agreement between the applicant and the abutting neighbor to be drawn up due to the dense foliage that currently separates the properties.

Solicitor Rider accepted that a written agreement would be sufficient, and it was added as condition number (9) nine "G." Also, those documented agreements are to be forwarded to the City Council upon completion.

Motion made by Councilor Tunnera to approve as amended, seconded by the Chair. Adopted 5-0.

Motion made by Councilor Clancy to suspend the rules to bring the Special Permit to a vote on July 22, seconded by the Chair. Adopted 5-0.

Motion made by Councilor Clancy to adjourn the meeting, seconded by the Chair.

Adopted 5-0.

Councilor Tunnera reported the following out of the Personnel Committee:

Order No. 13-1005480 - Reappointments of William Brewin, Nena Bloomquist and Rustin Kyle as members of the Marlborough Public Library Board of Trustees expiring two years from date of City Council approval. Motion by Councilor Elder to approve, seconded by the Chair to approve the appointment of Bloomquist only; Brewin and Kyle not in attendance. Adopted 2-0

Order No. 13-1005371 - Reappointment of Police Chief Leonard for term of four years to expire on date of confirmation. Motion made by Councilor Elder to approve, seconded by the Chair. Adopted 2-0

Order No. 13-1005381 - Reappointments of Eric Asman and Joyce Torelli to Community Development Authority for terms of three years expiring from date of confirmation by City Council. Motion made by Councilor Elder to approve, seconded by the Chair. Adopted 2-0.

Order No. 13-1005382 - Appointment of Mitchell Gorka to Zoning Board of Appeals for term of three years expiring from date of confirmation by City Council (Mr. Gorka presently serving as Alternate Member of the ZBA). Motion made by Councilor Elder to send to City Council without recommendation. Adopted 2-0.

Order No. 13-1005464 - Appointment of Melissa Vera, Mark Bartlett and Mary Scott to the Marlborough Cultural Council for a term of three years commencing the day after their approval by the City Council. Motion made by Councilor Elder to approve, seconded by the Chair. Adopted 2-0.

Councilor Landers reported the following out of the Public Services Committee:

Present: Councilor Landers, Councilor Clancy, Councilor Jenkins; Also Present: President Pope, Councilor Elder, Councilor Tunnera, and Councilor Robey; Fire Chief Fortin; Jeffery Aaron part-owner of Bunker Floor Supply; Attorney David Manoogian for Savers

Order No. 13-1005386 - Application for Fuel Storage Permit, Bunker Floor Supply, 289 Elm St., for storage of 2,844 gallons of flammable liquids and 23,500 gallons of combustible liquids.

The Chair opened by asking the applicant Jeffery Aaron to describe a little bit about his business and how it works.

Mr. Aaron, part-owner of Bunker Floor Supply on 289 Elm Street, said that he is a whole sale distributor to the hard wood flooring trade. He does no retail at the store location meaning the product comes in on pallets and leaves on pallets; none are opened. The largest container of polyurethane solution, either oil or water based, they carry is five gallons, but most of his business is dealt in quarts. The numbers presented in the application (2,844 gallons of flammable liquids and 23,500 gallons of combustible liquids) are figures that Deputy Flynn requested he display as the maximum amount of product Mr. Aaron would have at any given time. Mr. Aaron

explained that these figures were necessary because the flow of product in and out of the building is constant thus the actual numbers fluctuate.

The Chair asked Chief Fortin if he had any concerns to which the Chief replied that he had none. Chief Fortin went on to say that there are many small containers, not one large one, and he has the cleaning equipment necessary to deal with small spills.

Councilor Clancy voiced concerns that the building owner, Mr. Antico, whom the applicant shares a building with, might be looking to store fuel there resulting in an abundance of combustibles in the building.

Councilor Jenkins asked how many trucks come and go from the facility on a daily basis. Mr. Aaron said the numbers vary, but he believed the figure was approximately 5-6 trucks outbound and 3-4 inbound daily.

Councilor Clancy asked if they mixed paint there to which the applicant answered that he will not.

President Pope voiced concerns about housing this much combustible liquid near a residential area. Chief Fortin quelled some of her concern when he stated that everything is in small containers separate from one another, and the building was designed for this particular use. The sprinklers were designed for combustible liquids, so the liquid might burn but it will not explode.

Councilor Robey asked for a clarification as to why this particular client needed a permit and not other local hardware stores. The Chief answered that the law states if one has 10,000 gallons or more they must be licensed.

Motion made by Councilor Clancy, seconded by Councilor Jenkins, to recommend approval of the Application for Fuel Storage Permit, Bunker Floor Supply, 289 Elm St., for storage of 2,844 gallons of flammable liquids and 23,500 gallons of combustible liquids. Adopted 3-0.

Suspension of the Rules requested – granted

ORDERED: That the Reappointment of Police Chief Leonard for a term of four years to expire on the date of confirmation by City Council, **APPROVED**; adopted.

Suspension of the Rules requested - granted

**PROPOSED FINDINGS AND REASONS FOR APPROVAL
OF SPECIAL PERMIT APPLICATION
587 BOLTON ST., INC.
CITY OF MARLBOROUGH, MA COUNCIL ORDER 13-1005456**

The City Council of the City of Marlborough hereby **GRANTS** the Application for Special Permit of Applicant, as provided in the Decision and **SUBJECT TO THE FOLLOWING FINDINGS OF FACT AND CONDITIONS:**

EVIDENCE

1. The Applicant is 587 Bolton St., Inc., a Massachusetts Business Corporation with a principal place of business at 19 Westgate Road, Framingham, MA 01701 (“Applicant”);
2. The location of the proposed project is 587 Bolton Street, Marlborough, MA and more particularly identified on the City of Marlborough Assessor’s Map as Map 30 Parcel 7 (“Site”);
3. The Applicant seeks a Special Permit to serve food and drink on an outdoor deck to be constructed on the Site (“Project”);
4. The outdoor deck shall be constructed according to the attached Plan of Patrick J. Slattery, Architect (“Plan”).
5. The Applicant is the Lessee of the Site for the purpose of this Special Permit Application;
6. The property is located in zone LI, which requires a Special Permit for the outdoor service of food;
7. The Building Inspector, on behalf of the City Planner, has properly provided a Certificate of Completeness of Application as required by Para. 7 of the Rules and Regulations of Application/Petition for Special Permit by the City of Council under the Marlborough Zoning Ordinance, Chapter 650-59;
8. The Applicant has complied with all the Rules and Regulations promulgated by the Marlborough City Council as they pertain to the Application for a Special Permit to allow the service of food outdoors on the Site;
9. A Public Hearing was held on July 8, 2013 in compliance with the requirements of the Code of the City of Marlborough and by the provisions of MGL Chapter 40A, as amended; and that all necessary abutters were provided notice as required by law, as certified by the Office of the Board of Assessors of Marlborough; and
10. The Applicant presented oral testimony and demonstrative evidence at the Public Hearing and demonstrated that the Project meets all applicable Special permit criteria provided by MGL Chapter 40A, as amended, and the Code of the City of Marlborough including, without limitation, Chapter 650, Section 18, Attachment of Uses 1:3 (31) and generally Section 650-59;

BASED ON THE ABOVE, THE MARLBOROUGH CITY COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT AND TAKES THE FOLLOWING ACTIONS:

The City Council, pursuant to its authority under MGL Chapter 40A and the City of Marlborough Zoning Ordinance, Chapter 650, **GRANTS** the Applicant its Special Permit, **SUBJECT TO THE FOLLOWING CONDITIONS A THROUGH H:**

1. The Applicant has complied with all the Rules and Regulations promulgated by the Marlborough City Council as they pertain to the Application for a Special Permit to construct an outdoor deck on the Site and serve food on the same;
2. The Marlborough City Council finds that all necessary fees for said Special Permit have been paid;
3. The Marlborough City Council finds that the Application for Special Permit (“Application”) was properly completed and filed by Applicant, and that all necessary

abutters were provided notice as required by law, as certified by the Office of the Board of Assessors of Marlborough prior to Application submission;

4. The Preliminary Site Plan accompanying said Application was completed in accordance with the all applicable Rules and Regulations;
5. The Summary Impact Statement filed with said Application is sufficient for said Application and that no further studies or requirements are necessary;
6. The City Department reports as required by the Code of the City of Marlborough have been received and incorporated as deemed appropriate by the said Marlborough City Council into this final decision;
7. The Marlborough City Council finds generally that the use sought by Applicant and its impact and characteristics, as conditioned hereinafter, are not in conflict with the public health, safety, convenience and welfare and are not detrimental or offensive; and further, that the construction of the outdoor deck and service of food on the same is appropriate for the Site and does not derogate from the intent and purpose of MGL Chapter 40A and/or the Code for the City of Marlborough;
8. The Marlborough City Council therefore GRANTS to the Applicant a Special Permit to construct an outdoor deck pursuant to the attached Plan and serve food on the same, pursuant to its authority under MGL Chapter 40A and the Code of the City of Marlborough, **with the following Conditions:**

- A. No Site Plan Review or approval as provided under Chapter 270, Building and Site Development, shall be required.
- B. Construction of the deck is to be in accordance with all applicable building codes currently in effect in the City of Marlborough and according to the attached Plan.
- C. Pursuant to recommendations from the Urban Affairs Committee of the Marlborough City Council, no patron shall be allowed on the deck except between the following hours on the following days:

Sunday: 10 am to 10 pm
Monday: 11 am to 10 pm
Tuesday: 11 am to 10 pm
Wednesday: 11 am to 10 pm
Thursday: 11 am to 10 pm
Friday: 11 am to 11 pm
Saturday: 11 am to 11 pm

The hours listed above shall be subject to a review by the City Council one year after the date of final approval of this Special Permit; if the Chief of Police and the pertinent ward councilor deem the hours listed above to be unacceptable, the City Council may revisit those hours.

- D. Applicant shall erect 2 signs advising patrons that smoking on the deck is prohibited; 1 sign shall be visible to patrons at the exit from the indoor restaurant onto the deck, and the other sign shall be visible to patrons who are located on the deck.

- E. The terms of this Special Permit will be reduced to writing in a recordable form acceptable to the City of Marlborough's Legal Department, and, prior to the issuance of any Building Permit, shall be recorded with the Middlesex South District Registry of Deeds at the Applicant's expense, with a copy of the recorded Special Permit provided forthwith by Applicant to the City Council, the Building Inspector, and the Legal Department.
- F. All work performed at the Site shall be in compliance with this Decision. No other building or construction shall occur or happen without a change or modification of this Special Permit.
- G. Given the existing green buffer serving as a so-called living fence between the Site and a residence located at 30 Reservoir Street, written evidence of a fully executed agreement between Applicant and the current owners of the residence at 30 Reservoir Street, declaring the owners' waiver of Applicant's construction of a minimum 6' high solid fence as otherwise called for by Chapter 650-18(31)(a)[2] of the Marlborough Zoning Ordinance, shall be provided by Applicant to the City Council, the Building Inspector, and the Legal Department simultaneously with the copy of the recorded Special Permit referenced in Condition E above; provided, however, that no building permit shall issue unless and until copies of said agreement have been so provided. If Applicant shall be unable to provide the said agreement as aforesaid, Applicant must, before the issuance of a building permit for the deck, either obtain a variance from the Marlborough Zoning Board of Appeals or establish compliance with the aforesaid Ordinance provision.
- H. Any service of alcoholic drinks on the deck shall be subject to prior approval by the Marlborough License Board and the Alcoholic Beverages Control Commission.

Yea: 10- Nay: 0 – Absent: 1

**Yea: Delano, Jenkins, Elder, Tunnera, Clancy, Landers, Ossing, Pope, Oram & Robey
Absent: Seymour**

Suspension of the Rules requested - granted

ORDERED: That the Application for Special Permit, from Mirick O'Connell, on behalf of Sandra & Anthony Antico Real Estate LLC, for indoor recreation area that will include various children's entertainment features that can be used by children under the supervision of their parents or guardians for birthday parties and on other special occasions, 72 Jefferson St., Unit 103, refer to **CITY SOLICITOR TO PLACE IN PROPER LEGAL FORM FOR THE AUGUST 26, 2013 CITY COUNCIL MEETING**; adopted.

ORDERED: That the Mayor be requested to begin discussions with the Fire and Police Chiefs, and other appropriate municipal personnel, to explore options that would extend emergency services to the westerly section of the City including, but not limited to, the construction of a new fire station on land donated to the City by MetLife, the construction of a smaller "satellite" emergency services station, a partnership with the Town of Northborough and/or any other viable option that would meet the future emergency

service needs of the City. And, it is further Ordered, that the Mayor explore the costs associated therewith and report his findings to the City Council within 90 days if possible, refer to the **MAYOR**; adopted.

ORDERED: That the Application for Taxi License, Yan Fang Ye, d/b/a Ye's Taxi, 20 Devens St, be and is herewith **APPROVED WITH THE FOLLOWING CONDITIONS**; adopted.

- 1) **The license is approved for one (1) vehicle only;**
- 2) **The vehicle shall be parked in the driveway at all times and not on the street as agreed upon by applicant;**
- 3) **All new employees shall submit a CORI report to the Chief of Police for review and approval before commencing employment and/or operating any vehicle so licensed.**

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:15 PM.



IN CITY COUNCIL

JULY 8, 2013

Marlborough, Mass., _____

ORDERED:

That there being no objection thereto set **MONDAY, AUGUST 26, 2013**, as date for a **PUBLIC HEARING** Proposed Amendment to the Code of the City of Marlborough, Zoning, Section 650-17, entitled "Table of Uses," by regulating the business uses entitled "Power laundries and dry cleaning" so as to separate into independent categories said uses and allow Dry Cleaning establishments as of right in the Business (B) district and in the Commercial Automotive (CA) district, in proper legal form from Assistant City Solicitor Panagore Griffin for advertising and referral, be and is herewith refer to **URBAN AFFAIRS COMMITTEE, PLANNING BOARD AND ADVERTISE.**

Ninety days after public hearing is 11/24/13 which falls on a Sunday, therefore 11/25/13 would be considered the 90th day.

ADOPTED

ORDER NO. 13-1005481



IN CITY COUNCIL

JULY 8, 2013

Marlborough, Mass.

ORDERED:

That there being no objection thereto set **Monday, August 26, 2013** as date for a **PUBLIC HEARING** On the Application for Special Permit from Attorney Schaffer on behalf of Irene Kantor to operate a Martial Arts Studio located within an Industrial District where private indoor or outdoor recreation may only be allowed through Special Permit, 38 Brigham St., be and is herewith refer to **URBAN AFFAIRS COMMITTEE AND ADVERTISE.**

Ninety days after public hearing is 11/24/13 which falls on a Sunday, therefore 11/25/13 would be considered the 90th day.

ADOPTED

ORDER NO. 13-1005483



IN CITY COUNCIL

JULY 8, 2013

Marlborough, Mass., _____

ORDERED:

That there being no objection thereto set **Monday, August 26, 2013** as date for a **PUBLIC HEARING** On the Application for Special Permit from Luiza DeMoura of Jump in with Us, Inc. to develop an inflatable playground and to accommodate birthday parties for kids and families from Tuesdays to Sundays, 10:00 AM to 7:00 PM, 19 Brigham St., Unit 6, be and is herewith refer to **URBAN AFFAIRS COMMITTEE AND ADVERTISE.**

Ninety days after public hearing is 11/24/13 which falls on a Sunday, therefore 11/25/13 would be considered the 90th day.

ADOPTED

ORDER NO. 13-1005482



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City of Marlborough
Office of the Mayor

140 Main Street
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Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

August 22, 2013

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

Re: Senior Center Bond Request

Honorable President Pope and Councilors:

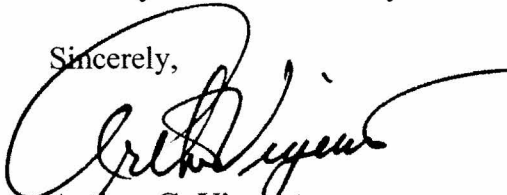
Enclosed for your consideration and approval is a bond request in the amount of \$6,500,000.00 for the construction of a new Senior Center at Ward Park.

After many discussions, hearings and planning over the past nine months, we have reached a point where I feel we have a design in place for a building that we all can be proud of.

For your information I have enclosed a preliminary project cost breakdown that may change over as final estimates come in. I will be more than happy to provide any additional information that the Finance Chairman requests of our office prior to any hearing.

Thank you in advance for your consideration.

Sincerely,



Arthur G. Vigeant
Mayor



CITY OF MARLBOROUGH

IN CITY COUNCIL

Marlborough, MA August 20, 2013

ORDERED:

That the sum of \$6,500,000 (six million five hundred thousand) dollars be and is hereby appropriated for the construction of a Senior Center.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$6,500,000.

Pursuant to the provisions of Chapter 44, Section 7 (3) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than twenty (20) years from its date of issue.

**Marlborough Senior Center
Project Budget**
July 1, 2013



Description	Original Budget	Authorized Changes	Approved Budget	Encumbered to Date	Expenditures to Date	Percent Complete	Balance To Spend
Construction							
Architect's SO estimate	\$6,318,453	\$0	\$6,318,453	\$0			
Change Orders	\$0	\$0	\$0	\$0			\$0
Subtotal	\$ 6,318,453	\$0	\$6,318,453	\$0	\$0		\$0
Architectural & Engineering							
A&E Base Services	\$449,680	\$0	\$449,680	\$0	-		\$0
A&E Supplemental Services	\$48,350		\$48,350				
Subtotal	\$498,030	\$0	\$498,030	\$0	\$0		\$0
Administrative Costs							
OPM Base Services	\$150,000	\$0	\$150,000	\$150,000	13,593	9.06%	\$136,408
Subtotal	\$150,000	\$0	\$150,000	\$150,000	13,593	9.06%	\$136,408
Furniture, Fixtures, and Equipment							
Furniture, Fixtures, and Equipment	\$225,000	\$0	\$225,000	\$0	-		\$0
Technology		\$0	\$0	\$0	-		\$0
Subtotal	\$225,000	\$0	\$225,000	\$0	\$0		\$0
Miscellaneous Project Costs							
Utility Co. Charges	\$100,000	\$0	\$100,000	\$0	-		\$0
Construction Testing, Inspection & Cx	\$25,000	\$0	\$25,000	\$0	-		\$0
		\$0	\$0	\$0	-		\$0
Other Project Costs, printing, moving	\$11,500	\$0	\$11,500	\$0	-		\$0
Subtotal	\$136,500	\$0	\$136,500	\$0	\$0		\$0
Project Sub-Total	\$ 7,327,983	\$0	\$7,327,983	\$150,000	\$13,593	0.19%	\$136,408
Project Contingency							
Project Contingencies	\$92,103	\$0	\$92,103				
Construction Contingencies	\$631,845	\$0	\$631,845				
Subtotal	\$723,948	\$0	\$723,948				
Project Total	\$8,051,931	\$0	\$8,051,931	\$150,000	\$13,593	0.17%	\$136,408
Construction Cost Estimates							
	Date	Amount	Gross Square Feet	Cost Per SF	Cost Per SF		
Architect's Conceptual Estimate	3/18/2013	\$5,621,000	14,000	\$402			
Architect's Schematic Design Estimate	5/25/13	\$6,318,453	22,218	\$284			

Senior Center Bond

Gross Bond Amount \$ 6,500,000.00

Bond Payment Schedule at 4% Interest

Ward Park

Gross Bond Amount \$ 3,000,000.00

Bond Payment Schedule at 4% Interest

Year	Principal	PMT	Int	Total
1	\$6,500,000	\$325,000	\$260,000	\$585,000
2	\$6,175,000	\$325,000	\$247,000	\$572,000
3	\$5,850,000	\$325,000	\$234,000	\$559,000
4	\$5,525,000	\$325,000	\$221,000	\$546,000
5	\$5,200,000	\$325,000	\$208,000	\$533,000
6	\$4,875,000	\$325,000	\$195,000	\$520,000
7	\$4,550,000	\$325,000	\$182,000	\$507,000
8	\$4,225,000	\$325,000	\$169,000	\$494,000
9	\$3,900,000	\$325,000	\$156,000	\$481,000
10	\$3,575,000	\$325,000	\$143,000	\$468,000
11	\$3,250,000	\$325,000	\$130,000	\$455,000
12	\$2,925,000	\$325,000	\$117,000	\$442,000
13	\$2,600,000	\$325,000	\$104,000	\$429,000
14	\$2,275,000	\$325,000	\$91,000	\$416,000
15	\$1,950,000	\$325,000	\$78,000	\$403,000
16	\$1,625,000	\$325,000	\$65,000	\$390,000
17	\$1,300,000	\$325,000	\$52,000	\$377,000
18	\$975,000	\$325,000	\$39,000	\$364,000
19	\$650,000	\$325,000	\$26,000	\$351,000
20	\$325,000	\$325,000	\$13,000	\$338,000
		\$6,500,000	\$2,730,000	\$9,230,000

Year	Principal	PMT	Int	Total
1	\$3,000,000	\$200,000	\$120,000	\$320,000
2	\$2,800,000	\$200,000	\$112,000	\$312,000
3	\$2,600,000	\$200,000	\$104,000	\$304,000
4	\$2,400,000	\$200,000	\$96,000	\$296,000
5	\$2,200,000	\$200,000	\$88,000	\$288,000
6	\$2,000,000	\$200,000	\$80,000	\$280,000
7	\$1,800,000	\$200,000	\$72,000	\$272,000
8	\$1,600,000	\$200,000	\$64,000	\$264,000
9	\$1,400,000	\$200,000	\$56,000	\$256,000
10	\$1,200,000	\$200,000	\$48,000	\$248,000
11	\$1,000,000	\$200,000	\$40,000	\$240,000
12	\$800,000	\$200,000	\$32,000	\$232,000
13	\$600,000	\$200,000	\$24,000	\$224,000
14	\$400,000	\$200,000	\$16,000	\$216,000
15	\$200,000	\$200,000	\$8,000	\$208,000
		\$3,000,000	\$960,000	\$3,960,000



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Office of the Mayor

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Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

August 22, 2013

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

Re: Ward Park Bond Request

Honorable President Pope and Councilors:

Enclosed for your consideration and approval is a bond request in the amount of \$3,000,000.00 for the renovation of the courts, fields and parking at Ward Park.

As I have stated on numerous occasions, Ward Park has long been neglected and in dire need of investment and upgrading. The time has finally come to make a commitment to ensuring that Ward Park is given new life so that its potential can be fully utilized by families and groups of all ages and interests.

For your information I have enclosed a preliminary project cost estimate that is subject to change pending final estimates and further discussion with the Council.

Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant
Mayor



CITY OF MARLBOROUGH

IN CITY COUNCIL

Marlborough, MA August 20, 2013

ORDERED:

That the sum of \$ 3,000,000 (three million) dollars be and is hereby appropriated for the reconstruction of municipal outdoor recreational facilities.

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

Pursuant to the provisions of Chapter 44, Section 7 (25) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than fifteen (15) years from its date of issue.

**Ward Park
Marlborough, MA**

DRAFT PRELIMINARY ORDER OF MAGNITUDE OPINION OF PROBABLE COST

Draft Estimate based on Conceptual Master Plan

August 5, 2013

ITEM	QUANTITY	UNIT	UNIT COST	TOTAL
Site Preparation				
Contractor Mobilization/Demobilization	1	ls	\$ 20,000.00	\$ 20,000.00
Sedimentation Control (5,000 lf sed fence and filter boxes for drainage structures)	4,000	lf	\$ 5.00	\$ 20,000.00
Temporary fencing and safety signage	1	ls	\$ 5,000.00	\$ 5,000.00
Hammermill existing parking lot and courts pavement	145,000	sf	\$ 0.25	\$ 36,250.00
Vegetation clearing and rough grading	1	ls	\$ 50,000.00	\$ 50,000.00
Abandon existing parking lot and court drainage systems	1	ls	\$ 10,000.00	\$ 10,000.00
Remove and dispose of existing walls and fencing	1	ls	\$ 10,000.00	\$ 10,000.00
Remove and dispose of existing track	1	ls	\$ 1,000.00	\$ 1,000.00
Relocate existing monuments	1	ls	\$ 1,500.00	\$ 1,500.00
Remove and dispose of existing play area, skate park, basketball and tennis court appurtenance	1	allow	\$ 15,000.00	\$ 15,000.00
Misc removals and disposals	1	allow	\$ 5,000.00	\$ 5,000.00
Site Preparation Subtotal				\$ 173,750.00
General Site Improvements				
Turf field area rough grading	154,000	sf	\$ 1.00	\$ 154,000.00
Irrigation (\$30,000/ acre)	3.5	ac	\$ 30,000.00	\$ 105,000.00
30" drain line replacement and sewer improvements (Recommended DPW allowance)	1	allow	\$ 500,000.00	\$ 500,000.00
Modular Restroom/ Concession Building	1	allow	\$ 225,000.00	\$ 225,000.00
Grading for stormwater control areas	1	ls	\$ 5,000.00	\$ 5,000.00
Loam and wetland seed at stormwater control areas	1	allow	\$ 3,000.00	\$ 3,000.00
Bit. conc. pathway with gravel base (2.5" top course; 8" dense grade): 46310 sf	5,146	sy	\$ 30.00	\$ 154,380.00
Dumpster enclosure with concrete pad and bollards	1	allow	\$ 5,000.00	\$ 5,000.00
Picnic tables (13 on 6 x 8 conc pad, 2 on 10 x 15 conc pad)	15	ea	\$ 2,700.00	\$ 40,500.00
Waste / recycling receptacles on 40" square concrete pad	8	ea	\$ 1,500.00	\$ 12,000.00
8' x 20' Metal Storage Container w/ stone base	8	ea	\$ 4,000.00	\$ 32,000.00
Deciduous trees, 2-2.5" caliper	100	ea	\$ 400.00	\$ 40,000.00
Shrub/ perennial planting	1	allow	\$ 10,000.00	\$ 10,000.00
overseeding of existing turf areas w/Naturalized Meadow Areas (170,000 sf)	19,000	sy	\$ 3.00	\$ 57,000.00
Loam and seed disturbed areas (230,000 sf)	26,000	sy	\$ 6.00	\$ 156,000.00
Regulations and handicapped signs	1	allow	\$ 7,000.00	\$ 7,000.00
New Facility signs (two)	2	allow	\$ 3,500.00	\$ 7,000.00
Miscellaneous work and clean-up	1	ls	\$ 20,000.00	\$ 20,000.00
Brick Entry Area (2200 sf)	1	ls	\$ 10,000.00	\$ 10,000.00
Accessibility and fencing improvements to pool area	1	allowance	\$ 25,000.00	\$ 25,000.00
Misc site grading at path / site perimeter	1	ls	\$ 20,000.00	\$ 20,000.00
Benches with conc. Pads	12	ea	\$ 1,500.00	\$ 18,000.00
Parking lot and pathway connection	1	allow	\$ 200,000.00	\$ 200,000.00
General Site Improvements Subtotal				\$ 1,805,880.00
Natural Turf Field				
Raised Field: 6" Sandy Gravel, 6" Topsoil (154,000 sf)	17,100	sy	\$ 12.00	\$ 205,200.00
Field underdrains (l.f.)	4,500	lf	\$ 30.00	\$ 135,000.00
Collector Drain	1,000	lf	\$ 50.00	\$ 50,000.00
Clean-outs	4	ea	\$ 1,000.00	\$ 4,000.00
Field Lighting System (not included)	1	ea	\$ -	\$ 0.00
Natural Turf Field Subtotal				\$ 394,200.00
Parking Lot				
Bit. conc. parking lot with gravel base (2" base; 1" top course 12" dense grade): 43510 sf	4,950	sy	\$ 26.00	\$ 128,700.00
Parking lot striping regular spaces and cross striping	140	allow	\$ 10.00	\$ 1,400.00
Parking lot striping HC spaces	6	ea	\$ 25.00	\$ 150.00
4 x 16" granite curbing	1,500	lf	\$ 25.00	\$ 37,500.00
Parking lot stormwater system	1	allow	\$ 70,000.00	\$ 70,000.00
Parking Lot Subtotal				\$ 237,750.00
Basketball Courts				
(2) Basketball Court bit conc pavement (2" base; 1" top, 12" dense grade): 12200 sf	1,355	sy	\$ 26.00	\$ 35,230.00
4 and 6' CLF black fusion bonded PVC fabric (including 4' ped. gate and 10' double swing gate)	445	lf	\$ 35.00	\$ 15,575.00
Basketball pole, backboard & rim	4	ea	\$ 2,000.00	\$ 8,000.00
Color surfacing w/ California Products Plexipave system	600	sy	\$ 9.00	\$ 5,400.00
Line painting	1	ls	\$ 1,000.00	\$ 1,000.00
Basketball Court Subtotal				\$ 65,205.00

**Ward Park
Marlborough, MA**

DRAFT PRELIMINARY ORDER OF MAGNITUDE OPINION OF PROBABLE COST

Draft Estimate based on Conceptual Master Plan

August 5, 2013

Tennis Court				
Tennis Court bit conc pavement (2" base; 1" top, 12" dense grade): 6400 sf	715	sy	\$ 26.00	\$ 18,590.00
10' high perimeter fence-black fusion bonded PVC	340	lf	\$ 50.00	\$ 17,000.00
Tennis court netting posts & footings	1		\$ 1,500.00	\$ 1,500.00
Color surfacing w/ California Products Plexipave system	715	sy	\$ 9.00	\$ 6,435.00
Line painting	1	ls	\$ 500.00	\$ 500.00
Tennis Court Subtotal				\$ 44,025.00
Horseshoe Pit Area				
Four Pits	1	allow	\$ 6,000.00	
Horseshoe Pit Subtotal				\$ 6,000.00
Bocce Court Area				
Two Courts	1	allow	\$ 6,000.00	
Bocce Court Subtotal				\$ 6,000.00
Children's Play Area				
Playground fibar safety surfacing and granular base w/underdrain	5,700	sf	\$ 3.00	\$ 17,100.00
Seating/ Retaining wall, 18" height and concrete walk/curb	200	lf	\$ 50.00	\$ 10,000.00
4' CLF black fusion bonded PVC fabric at play area	200	lf	\$ 30.00	\$ 6,000.00
Play equipment	1	allow.	\$ 60,000.00	\$ 60,000.00
Children's Play Area Subtotal				\$ 93,100.00
Exercise area				
1500 sf	1	allow	\$ 15,000.00	
Exercise Area Subtotal				\$ 15,000.00
Skate Park				
Bit. conc. area with gravel base (2" base; 1" top course 12" dense grade): 10,000 sf	1,200	sy	\$ 26.00	\$ 31,200.00
Equipment and fencing	1	allow	\$ 35,000.00	\$ 35,000.00
Skate Park Subtotal				\$ 66,200.00
Project Subtotal				\$ 2,907,110.00
Subtotal Direct Costs (Rounded)				\$ 2,907,000.00
Div 01 (Gen. Cond.) and General Contractors OHP - 8% (Rounded)				\$ 233,000.00
Contingency - 15% (Rounded)				\$ 440,000.00
Estimated Subtotal Construction Cost				\$ 3,580,000.00
Site survey, geotechnical investigations, design, permitting, bidding and construction administration				allow \$320,000
Preliminary Project Budget (rounded)				\$ 3,900,000.00

Senior Center Bond

Gross Bond Amount \$ 6,500,000.00

Bond Payment Schedule at 4% Interest

Year	Principal	PMT	Int	Total
1	\$6,500,000	\$325,000	\$260,000	\$585,000
2	\$6,175,000	\$325,000	\$247,000	\$572,000
3	\$5,850,000	\$325,000	\$234,000	\$559,000
4	\$5,525,000	\$325,000	\$221,000	\$546,000
5	\$5,200,000	\$325,000	\$208,000	\$533,000
6	\$4,875,000	\$325,000	\$195,000	\$520,000
7	\$4,550,000	\$325,000	\$182,000	\$507,000
8	\$4,225,000	\$325,000	\$169,000	\$494,000
9	\$3,900,000	\$325,000	\$156,000	\$481,000
10	\$3,575,000	\$325,000	\$143,000	\$468,000
11	\$3,250,000	\$325,000	\$130,000	\$455,000
12	\$2,925,000	\$325,000	\$117,000	\$442,000
13	\$2,600,000	\$325,000	\$104,000	\$429,000
14	\$2,275,000	\$325,000	\$91,000	\$416,000
15	\$1,950,000	\$325,000	\$78,000	\$403,000
16	\$1,625,000	\$325,000	\$65,000	\$390,000
17	\$1,300,000	\$325,000	\$52,000	\$377,000
18	\$975,000	\$325,000	\$39,000	\$364,000
19	\$650,000	\$325,000	\$26,000	\$351,000
20	\$325,000	\$325,000	\$13,000	\$338,000
		\$6,500,000	\$2,730,000	\$9,230,000

Ward Park

Gross Bond Amount \$ 3,000,000.00

Bond Payment Schedule at 4% Interest

Year	Principal	PMT	Int	Total
1	\$3,000,000	\$200,000	\$120,000	\$320,000
2	\$2,800,000	\$200,000	\$112,000	\$312,000
3	\$2,600,000	\$200,000	\$104,000	\$304,000
4	\$2,400,000	\$200,000	\$96,000	\$296,000
5	\$2,200,000	\$200,000	\$88,000	\$288,000
6	\$2,000,000	\$200,000	\$80,000	\$280,000
7	\$1,800,000	\$200,000	\$72,000	\$272,000
8	\$1,600,000	\$200,000	\$64,000	\$264,000
9	\$1,400,000	\$200,000	\$56,000	\$256,000
10	\$1,200,000	\$200,000	\$48,000	\$248,000
11	\$1,000,000	\$200,000	\$40,000	\$240,000
12	\$800,000	\$200,000	\$32,000	\$232,000
13	\$600,000	\$200,000	\$24,000	\$224,000
14	\$400,000	\$200,000	\$16,000	\$216,000
15	\$200,000	\$200,000	\$8,000	\$208,000
		\$3,000,000	\$960,000	\$3,960,000



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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2013 AUG 22 AM 11:50

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

August 22, 2013

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

Re: Resolution in Support of MassWorks Grant Application

Honorable President Pope and Councilors:

Under the direction of my office, the City of Marlborough is in strong pursuit of a significant grant opportunity through the MassWorks Infrastructure Program through the Executive Office of Housing and Economic Development (EOHED). Below is a brief synopsis provided by the Commonwealth of Massachusetts:

The MassWorks Infrastructure Program provides a one-stop shop for municipalities and other eligible public entities seeking public infrastructure funding to support economic development and job creation and retention, housing development at a density of at least 4 units to the acre (both market and affordable units) and transportation improvements to enhancing safety in small, rural communities.

Our application seeks a grant of approximately \$1.25 – 1.75 million to be utilized towards the full depth road reconstruction of Simarano Drive, including the addition of a bike path and sidewalk running the full length of the road as well as landscape, safety and signalization improvements.

With the arrival of both The TJX Companies and Quest Diagnostics, Simarano Drive will soon be the epicenter of the Marlborough economy. The “Southwest Quadrant” of Marlborough in which Simarano Drive resides is a recognized priority development area in the Commonwealth and the perfect project on which our city could partner with the state to improve our infrastructure for the benefit of both residents and the many companies residing in that area.

In 2012, the Patrick-Murray Administration funded 26 out of 130 applications, totaling \$38 million investments throughout the state. While we were unsuccessful in our pursuit of this grant in 2012, my office redoubled its efforts to apply again in the 2013 grant round.

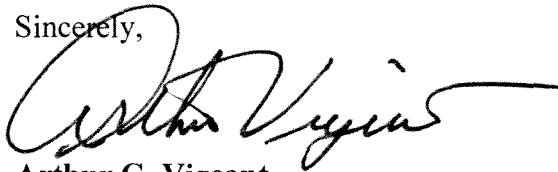
Enclosed for your adoption is a resolution in support of our application that we will submit to EOHED as part of our packet. Our current estimate for the total cost of this project is \$3 million, which I have included in my capital budget request. If successful, our intended grant request could cover close to 50% of the total projected costs.

As the gateway to one of our most vital commercial areas, Simarano Drive presents a unique opportunity to join city, state and private investments on one project. Moreover, we will be achieving a long desired goal shared amongst residents, employees, and employers to have a more walkable community that will bolster the City's Southwest Quadrant as one of the premier mixed-use developments in the Metro-West region.

I would respectfully ask the City Council to suspend the rules in support of this resolution keeping in mind that the bond request will be discussed at our capital budget hearings.

Thank you in advance for your consideration.

Sincerely,

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

Arthur G. Vigeant
Mayor

**A RESOLUTION
TO PARTNER WITH THE EXECUTIVE OFFICE OF HOUSING AND ECONOMIC
DEVELOPMENT TO MAKE NECESSARY AND VITAL INFRASTRUCTURE
UPGRADES ON SIMARANO DRIVE TO ENHANCE AND SUPPLEMENT THE
SIGNIFICANT PRIVATE INVESTMENTS ALREADY BEING MADE**

WHEREAS, the City of Marlborough is committed to building a diverse local and regional economy that attracts and retains quality businesses and that provides employees; and

WHEREAS, the Southwest Quadrant in the City of Marlborough is a recognized priority development area in the Commonwealth of Massachusetts and is part of the 495/Metro West Compact Plan; and

WHEREAS, Simarano Drive is the primary point of access and entryway to the Southwest Quadrant and is located at Exit 23C on Interstate 495; and

WHEREAS, there are over 2,000 employees currently working at businesses on Simarano Drive; and

WHEREAS, Simarano Drive is now home to The TJX Companies, Inc. and Quest Diagnostics who will bring an additional 2,557 employees to the Southwest Quadrant by the end of 2014 and will generate 321 net new jobs in the Commonwealth of Massachusetts by 2019; and

WHEREAS, the Southwest Quadrant will contain 400+ affordable and market rate apartments which will provide ample workforce housing opportunities to existing employees and new employees working throughout the City of Marlborough and the Metro West region; and

WHEREAS, the City of Marlborough is submitting a grant application to the Mass Works Infrastructure Program to support the full reconstruction of Simarano Drive, including the addition of sidewalks and bike paths in keeping with the "Complete Streets" guidelines set by the Massachusetts Department of Transportation;

NOW, THEREFORE, BE IT RESOLVED, AS FOLLOWS:

1. The Marlborough City Council strongly supports the Mass Works Grant Application; and
2. The Marlborough City Council is committed to partnering with the Executive Office of Housing and Economic Development to make necessary and vital infrastructure upgrades on Simarano Drive to enhance and supplement the significant private investments already being made; and
3. That this Resolution shall take effect upon its passage.

Be and is herewith **APPROVED**.

In City Council
Order No. 13-

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST



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2013 AUG 22 A 11:50

City of Marlborough
Office of the Mayor

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Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

August 22, 2013

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

Re: Doubling of the Tax Exemptions

Honorable President Pope and Councilors:

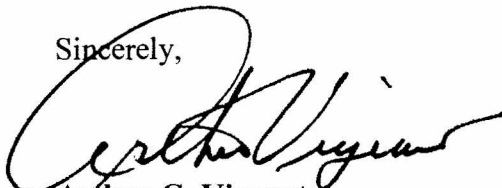
I am recommending the adoption of Section 4, Chapter 73 of the Acts of 1986 which allows for the doubling of all exemptions offered in the City to qualified residents (i.e. Elderly, Blind, Disabled Vets) as provided by Massachusetts law. The City would absorb any associated costs through the overlay account.

As indicated in the attached correspondence from Assessor Bradford Dunn, City Council must approve this proposed adoption each year prior to values being certified in the fall.

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

Thank you for your consideration.

Sincerely,


Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Assessors
140 Main Street
Marlborough, Massachusetts 01752
TDD (508) 460-3610
Phone: (508) 460-3779

August 21, 2013

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

Dear Mayor Vigeant:

I am informed that the Marlborough City Council has historically adopted Section 4 of Chapter 73 of the acts of 1986 allowing the doubling of all clause exemptions offered in the City. (Elderly, Blind, Disabled Vets, etc.)

One of the requirements for adopting this act is that the mayor must recommend, and the Council must, each year, approve the adoption.

The adoption of this act is particularly generous on the part of the City Council and the Mayor, but should not be done without consideration to the cost. While the base amounts of these exemptions are reimbursed by the state, the amount resulting from the doubling is not and must be absorbed by the overlay account.

I have consulted with the city Treasurer and he feels that at this point there are adequate reserves in the overlay account to support once again adopting the past practice, for FY 2014.

The board of Assessor is in favor of adopting the program and asks that once the city council has acted that the Board of Assessors be notified so that we may comply with the requirement of notification of the commissioner and factor any impact to the tax rate to be set this fall.

Respectfully,

Bradford C. Dunn
Regional Assessor



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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
AUG 22 AM 10:50

City of Marlborough

Office of the Mayor

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Marlborough, Massachusetts 01752
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Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

August 22, 2013

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

Re: Police Department Grant Acceptance

Honorable President Pope and Councilors:

I am pleased to inform you that the Marlborough Police Department has been awarded a grant in the amount of \$ 45,000.00 by the Executive Office of Health and Human Services (EOHHS). This grant will be utilized for the city's Jail Diversion Program which is carried out in conjunction with Advocates, Inc.

The Marlborough Police Department's Jail Diversion Program provides an opportunity to divert people with mental illness who have committed minor crimes or who would be better served with appropriate mental health services rather than being put through the criminal justice system in jail. A full time clinician works with the Police Department and responds to calls involving people with mental illness and calls involving people in crisis. Through a collaborative effort, diversion from jail may occur and proper referral and follow up can be done by the clinician.

At this time I respectfully request your acceptance of this grant so that the funds may be utilized for their intended purposes.

Sincerely,

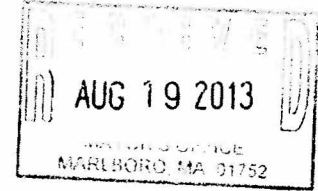
Arthur G. Vigeant
Mayor



City of Marlborough POLICE DEPARTMENT

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

MARK F. LEONARD
Chief of Police



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

August 13, 2013

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$45,000 from the Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Mental Health. The grant will be used to continue funding our Jail Diversion Program, in conjunction with Advocates, Inc.

Attached is a completed Notification of Grant Award form, a letter from DMH awarding us the funds, and a copy of the grant contract form. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

Mark F. Leonard
Chief of Police

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Police DATE: 13-Aug-13

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: Jail Diversion Grant

GRANTOR: Comm. Of Mass, Department of Mental Health

GRANT AMOUNT: \$45,000

GRANT PERIOD: July 1, 2013 to June 30, 2014

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

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

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO CITY?
No

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

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



The Commonwealth of Massachusetts
 Executive Office of Health and Human Services
 Department of Mental Health
 25 Staniford Street
 Boston, Massachusetts 02114-2575

DEVAL L. PATRICK
 Governor
 TIMOTHY P. MURRAY
 Lieutenant Governor
 JOHN W. POLANOWICZ
 Secretary
 MARCIA FOWLER
 Commissioner

(617) 626-8000
 TTY (617) 727-9842
 www.state.ma.us/dmh

**FY 2014
 Approved Contract**

DATE: 7/23/13
 VENDOR: Marlborough Police Dept
 PROGRAM: Jail Division
 SC #: SCDMH821013081610000

.....
 Please find enclosed an approved copy of your FY2014 contract with the Department of Mental Health, Central Office.

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

Maureen Giacchino
 Maureen Giacchino
 Contract Manager

\$45,000.00

Enclosure

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: Marlborough Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Mental Health MMARS Department Code: DMH	
Legal Address: (W-9, W-4,T&C): 355 Bolton St., Marlborough, MA 01752		Business Mailing Address: 25 Staniford Street., Boston, MA 02114	
Contract Manager: Mark F. Leonard		Billing Address (if different):	
E-Mail: police_dept@marlborough-ma.gov		Contract Manager: Maureen Giacchino	
Phone: 508-485-1212	Fax: 508-624-6938	E-Mail: Maureen.giacchino@state.ma.us	
Contractor Vendor Code: VC6000192112		Phone: 617-626-8006	Fax: 617-626-8014
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCDMH82101308161000	
		RFR/Procurement or Other ID Number: 2012-DMH-3024-01	
<u> </u> NEW CONTRACT		<u> X </u> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: 06/30, 20 13 Enter Amendment Amount: \$ 45,000.00 (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input checked="" type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> Commonwealth Terms and Conditions <input checked="" type="checkbox"/> 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. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 90,000.00			
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: <input checked="" type="checkbox"/> 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.) Option to renew Jail Diversion Program for FY14			
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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 2. may be incurred as of <u>7/1, 20 2013</u> , a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 3. were incurred as of <u> </u> , 20 <u> </u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>06/30, 20 14</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>6/10/2013</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Mark F. Leonard</u> Print Title: <u>Chief of Police</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>7/1/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>James Borastrom</u> Print Title: <u>Dir of Accounting Operations</u>	

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 Paying and Vendor File and W-9 policies.

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

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to explain and justify the exemption and whether Contractor selection has been publicly posted.

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.

COMMONWEALTH TERMS AND CONDITIONS

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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

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.

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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.

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; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

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

pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

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

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

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

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

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP 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

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damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

Executive Order 346. Hiring of State Employees By State Contractors. Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

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

Executive Order 504. Regarding the Security and Confidentiality of Personal Information. For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478), Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390), Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

mk



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2013 AUG 22 A 11:51

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

August 22, 2013

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

Re: Council on Aging Grant Acceptances (2)

Honorable President Pope and Councilors:

I am pleased to inform you that the Marlborough Council on Aging has been awarded **two** grants from Bay Path Elder Services, Inc:

- A. Grant amount of \$5,000.00 to provide for the continuation of educational and enrichment programs targeted towards our Portuguese and Latino populations.
- B. Grant in the amount of \$5,000.00 to enhance our scheduled senior transportation services to area stores and area retail locations.

Enclosed you will find the relevant paperwork for each grant award. At this time I respectfully request your acceptance of these grants so that the funds may be utilized for their intended purposes. Please do not hesitate to contact me with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

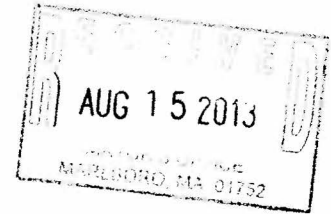


City of Marlborough

Council on Aging and Senior Center

250 Main Street
Marlborough, MA 01752
Tele (508) 485-6492 Fax (508) 460-3726

August 14, 2013



To: Mayor Arthur G. Vigeant

I would like to submit a grant award of \$5000 from BayPath Elder Services, Inc. for your approval. This grant funding will help our COA with the continuation of our Portuguese and Latino program which includes: ESL classes, exercise classes and other enrichment opportunities.

Sincerely,

Jennifer Claro

Marlborough Council on Aging Director

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: Council on Aging DATE: August 13, 2013

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Jennifer Claro

NAME OF GRANT: Portuguese and Latino Outreach

GRANTOR: Bay Path Elder Services, Inc.

GRANT AMOUNT: \$5000.⁰⁰

GRANT PERIOD: October 1, 2013 - June 30, 2014

SCOPE OF GRANT/
ITEMS FUNDED Assist in providing classes such as ESL twice a week, Zumba twice a week with Latino instructor and other support services and programs.

IS A POSITION BEING
CREATED: NO

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? N/A

ARE MATCHING CITY
FUNDS REQUIRED? NO

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:
NO

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS TO
BE USED:
NO

ANY OTHER EXPOSURE TO CITY?
NO

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: September 10, 2013

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



BayPath Elder Services, Inc.

33 Boston Post Road West

Marlborough, MA 01752-1853

508-573-7200 • Fax 508-573-7222 • TTY 508-573-7282

July 25, 2013

Jennifer Claro, Director
Marlborough Council on Aging
250 Main Street
Marlborough, MA 01752

Dear Jennifer:

The BayPath Board of Directors met on July 24, 2013 and voted on the funding of the Title III programs for the federal fiscal year 2014. The Marlborough COA was awarded grant funding under Title III B for the amount of \$5,000 for the Portuguese and Latino Outreach Program. As this amount is less than your grant application request, please submit a revision of the budget and objectives to reflect the difference by August 16, 2013.

The grant period of the award is from October 1, 2013 through September 30, 2014. Because of the uncertainty of what the actual funding will be from the Executive Office of Elder Affairs, this award is tentative and subject to change.

Your notification of Grant Award documentation, along with other pertinent information regarding the grant, will be sent to you next month.

If you have any questions regarding the above, please call me at (508) 573-7288.

Sincerely,

Heather Lacasse, LICSW
Assistant Director, Area Agency on Aging

Cc: Christine Alessandro, Executive Director
Monica Alley, Director of Community Programs and Healthy Aging
Area Agency on Aging
Serving the Communities of
Ashland - Dover - Framingham - Holliston - Hopkinton - Hudson - Marlborough
Natick - Northborough - Sherborn - Southborough - Sudbury - Wayland - Westborough

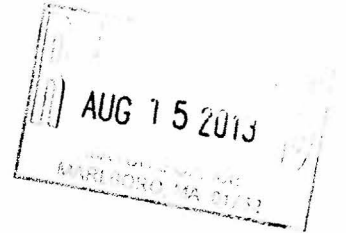


City of Marlborough

Council on Aging and Senior Center

250 Main Street
Marlborough, MA 01752
Tele (508) 485-6492 Fax (508) 460-3726

August 14, 2013



To: Mayor Arthur G. Vigeant

I would like to submit a grant award of \$5000 from BayPath Elder Services, Inc. for your approval. This grant funding will help our COA with a pilot transportation program. This transportation program will provide seniors with needed transportation to the Council on Aging during hours of operation as well as two days a week provide grocery runs to Price Choppers and Hannaford complexes. Lastly, each Friday we will provide transportation to a secondary location requested by our seniors through a transportation study completed in August of 2013. Such locations would include Target, local eateries, Solomon Pond Mall, etc..

Sincerely,

Jennifer Claro

Marlborough Council on Aging Director

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: Council on Aging DATE: August 13, 2013

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Jennifer Claro

NAME OF GRANT: Transportation Program

GRANTOR: BayPath Elder Services, Inc.

GRANT AMOUNT: 5000.⁰⁰

GRANT PERIOD: October 1, 2013 - June 30, 2014

SCOPE OF GRANT/
ITEMS FUNDED Provide transportation to Senior Center as well as return senior home for programs and services at the center Monday-Friday from 8:00-4:00. Also twice a week we will be offering transportation to Price Choppers and Hannaford as well as on Friday we will have a special destination such as Solomon Pond Mall, Target, Eateries and other input from survey.

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING CITY
FUNDS REQUIRED? NO

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:
NO

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

NO

ANY OTHER EXPOSURE TO CITY?
NO

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: September 10, 2013

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

BayPath Elder Services, Inc.

33 Boston Post Road West

Marlborough, MA 01752-1853

508-573-7200 • Fax 508-573-7222 • TTY 508-573-7282

July 25, 2013

Jennifer Claro, Director
Marlborough Council on Aging
250 Main Street
Marlborough, MA 01752

Dear Jennifer:

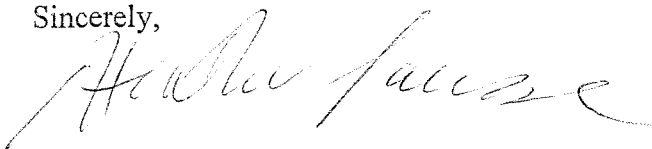
The BayPath Board of Directors met on July 24, 2013 and voted on the funding of the Title III programs for the federal fiscal year 2014. The Marlborough COA was awarded grant funding under Title III B for the amount of \$5,000 for the Transportation Program. As this amount is less than your grant application request, please submit a revision of the budget and objectives to reflect the difference by August 16, 2013.

The grant period of the award is from October 1, 2013 through September 30, 2014. Because of the uncertainty of what the actual funding will be from the Executive Office of Elder Affairs, this award is tentative and subject to change.

Your notification of Grant Award documentation, along with other pertinent information regarding the grant, will be sent to you next month.

If you have any questions regarding the above, please call me at (508) 573-7288.

Sincerely,



Heather Lacasse, LICSW
Assistant Director, Area Agency on Aging

Cc: Christine Alessandro, Executive Director
Monica Alley, Director of Community Programs and Healthy Aging

Area Agency on Aging
Serving the Communities of
Ashland - Dover - Framingham - Holliston - Hopkinton - Hudson - Marlborough
Natick - Northborough - Sherborn - Southborough - Sudbury - Wayland - Westborough



RECEIVED
CITY OF MARLBOROUGH
CITY OF MARLBOROUGH
2013 AUG 22 AM 10:03

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

August 22, 2013

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 amount of \$9,030.00 which reimburses us for the costs associated with local emergency preparedness training and emergency management equipment and software upgrades, including new hardware for the ID system utilized by the Personnel Office.

I respectfully seek your acceptance of this grant. Please do not hesitate to contact me with any questions.

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

August 14, 2013

Honorable Mayor Vigeant;

Enclosed is a copy of an EMPG 2012 Grant needed to go to the Council for adoption. As you can see, it is 2012 EMPG Grant awarded on the 12th of this month for the sum of \$9,030.00, which is a reimbursement Grant, must be spent to receive funds back.

These funds are to be used to purchase new printer and camera for the ID system used in the Personnel Department for all City Employees. Also a new portable radio for testing area radio Frequencies reception. It also includes a Street-Teck GIS software and training in radio communication and use.

The project time line for this EMPG Grant is from August 12, 2013 until May 31, 2014. If there are any questions, or more information is needed, please feel free to call or e-mail at any time.

As always, thank you very much for your action on these matters.

Respectfully,
Donald E. Cusson
Donald E. Cusson
EM Director

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Emergency Management DATE: 8/13/2013

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: EMPG 2012

GRANTOR: MEMA

GRANT AMOUNT: \$9,030.00

GRANT PERIOD: 8-12-2013 5-30-2014

SCOPE OF GRANT/
ITEMS FUNDED Purchase replacement equipment and new software

Camera, Portable Radio, Printer and New Software, and Training

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?

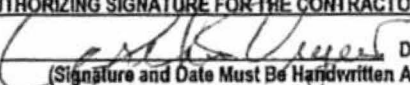
IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: _____

**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/osc under [OSD Forms](#).

CONTRACTOR LEGAL NAME: CITY OF MARLBOROUGH (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: MASS EMERGENCY MANAGEMENT AGENCY MMARS Department Code: CDA, EMERGENCY MANAGEMENT AGENCY	
Legal Address: (W-9, W-4, T&C): 140 MAIN ST, MARLBOROUGH, MA 01752-3812		Business Mailing Address: 400 WORCESTER RD 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: JEFF.TIMPERI@STATE.MA.US	
Contractor Vendor Code: VC6000192111		Phone: 508.820.1447	Fax: 508.820.2030
Vendor Code Address ID (e.g. "AD001"): AD_001 (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): FY14EMPG1200000MARLB RFR/Procurement or Other ID Number: FFY2012 EMPG	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20__ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). <u>\$9,030.00</u>			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 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); <input checked="" type="checkbox"/> 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 FFY2011 Emergency Management Performance Grant, the Catalog of Federal Domestic Assistance (CFDA) number is 97.042. The community intends to purchase a camera, a printer, GIS software, RFID device, training, printer, and conduct training.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____, 20__, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>May 31, 2014</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
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 <u>Contractor Certifications</u> (Incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:  Date: <u>8/6/13</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Mayor Arthur Vigeant</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Financial Officer</u>	

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 Paying and Vendor File and W-9 policies.

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

Legislative/Legal or Other. Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly 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; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The

Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

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

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

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

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP 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



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.



**THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY**



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Kurt N. Schwarz
Director

Timothy P. Murray
Lieutenant Governor

Andrea J. Cabral
Secretary

**Federal Fiscal Year (FFY) 2012
US DHS/FEMA Emergency Management Performance Grant (EMPG)
Application for Grant Funding (AGF)**

Overview

Through this AGF, the Massachusetts Emergency Management Agency (MEMA) will be accepting applications from municipalities and Federally-recognized Tribes with local emergency management departments for FFY 2012 EMPG Funding.

MEMA plans to make available \$1,845,856 via this grant process, and will use a population-based funding formula for communities and a membership-based funding formula for Tribes to determine award amounts.

This document provides a brief overview of the FFY 2012 EMPG and specific guidance for entities applying for funds. The information included here does not provide complete details of the EMPG, its allowable and unallowable activities, equipment or costs. The applicant is responsible for ensuring that its proposed project fully complies with the federal and State guidance for the EMPG. Links to the federal guidelines for this program and other pertinent documents that must be consulted when preparing the application are found within this document.

MEMA will conduct five general informational sessions regarding this AGF. Attendance at these sessions is optional. The same information will be presented at each session. The sessions will be held on:

MEMA Region I:	May 17, 2013 10-11am	MEMA Region 1, 365 East Street, Tewksbury
MEMA Region II: Bridgewater	May 7, 2013 1-2pm	MEMA Region 2, 12-1 Rear Admin. Rd.,
MEMA Region III:	May 14, 2013 11am-12pm	Holden Fire Dept., 1370 Main St., Holden
MEMA Region IV:	May 15, 2013 11am-12pm	MEMA Region 3 Office, 1002 Suffield St.
		Agawam
	May 15, 2013 7pm -8pm	MEMA Region 3 Office, 1002 Suffield St.
		Agawam

Submission Process

Completed applications - using the Template found on pgs 3-10 - must be received no later than June 14, 2013.

Completed applications must be emailed to your respective MEMA Regional Contact (see below).

MEMA Region I: Mikael.Main@state.ma.us, (978) 328-1500

MEMA Region II: James.A.Mannion@state.ma.us (508) 427-0400

MEMA Region III: Patrick.Carnavale@state.ma.us (413) 750-1400

MEMA Region IV: Patrick.Carnavale@state.ma.us (413) 750-1400

Late applications will not be accepted; hand-written applications will not be accepted.

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: _____ Marlborough 01752 _____

Point of Contact Name: _____ Donald E. Cusson _____

Address: _____ 696 Concord Rd _____
_____ Marlborough, MA. 01752 _____

Office Telephone: _____ 508-481-1933 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, 2013 _____

For planning purposes only, you may use a planned start date of July 1, 2013.

Estimated end date (month/date/year): May 31, 2014 _____

All Projects must be completed by May 31, 2014.

3. Project Summary

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

- a) the proposed project;
- 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.

- A. The proposed project would be to get new people involved. Hopefully a younger group, expose them to communications as well as sheltering operations.
- B. The need was identified as we look at the group who are presently doing everything at the different operations we are volunteering for. It has been a while since we have had a drive to get more people involved.
- C. With these funds we will be able to hold classes for the present volunteers as a refresher and also for the new volunteers to get certified in First Aid, and how to communicate on a radio when needed in times of an emergency, or sheltering operations.
- D. With these funds we would be able to purchase and have an I.D. system for Identification of Volunteers.
- E. A younger group to volunteer in time of an incident or disaster. Identify volunteers, and a safer area..
- F. With a larger group, younger group, and a better informed group of volunteers to assist in any disaster or incident that would occur in the City. The equipment purchased would help keep everyone safer and a safer area for all.
- G. Purchase a soft-ware GIS program for the tracking of the vehicles at the DPW for winter operations.
- H. Also purchase a radio for identifying the frequency being used in the area for interference and strength.

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 2012 EMPG Applications document.

IMPORTANT: All costs must be allowable under the FFY 2012 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.

PROJECT SUMMARY

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 2012 EMPG Funding- Appendix A** for your community's proposed award amount.

Amount of Community/Tribe EMPG funding: \$ 9,030.00

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): 43,657.00
- b) type of match (cash or in-kind): in-kind
- c) specific match source (**may not be federal funds**): Budgeted
- d) statement that this match is available during the above-referenced Project Period (see #2):
yes new budget starts 7/1/2013-630/2014

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:		Proposed Federal Funding Amount: \$		
Committee Referred to:				Committee Chairperson:				
Investment Name:		Applicant Organization:			Applicant Signature:			
Investment Summary								
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:		Project End Date:		Is an Environmental & Historic Preservation (EHP) review required for this project?				
Applicant Contact Name:		Phone:		Email:		Address:		
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-

Background Information / Detailed Investment Description-

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 Appendix B 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)		

Usage Plan-
Describe the usage plan for the equipment / project

<p>Disciplines-</p> <ul style="list-style-type: none"> Identify each responder discipline that will enhance its communications interoperability from this investment Describe the interoperability enhancement 	<p>Discipline</p>	<p>Enhancement</p>
<p>Please use the following abbreviations to represent the corresponding discipline:</p>	<p>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</p>	
<p>Multi-Jurisdictional Interoperability-</p> <p>All investments must provide interoperability between two or more jurisdictions.</p> <p>Identify each jurisdiction that will achieve interoperability from this investment.</p>		

7. Budget Detail

The Budget 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. (www.rkb.us, select FEMA Preparedness Grants and AEL; then click "Link to related AEL Categories" next to EMPG Program).

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.

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
Equipment	Still Camera Nikon 1 J3	04MD-01 CMRA	1	\$849.95	\$850.00
Devise	Radio Frequency ID	04 HW-02- RFID	1	\$1,400.00	\$1,400.00
Equipment	Data card CD800 Printer	04AP-09	1	1845.00	\$1845.00
GIS SOFT-WARE	STREET-TECK GIS SOFT-WARE	04-AP- 03GISS	1	\$3675.00	\$3,675.00
Training	First Aid, Radio Comm., search& rescue, Shelter Opps. And procedures.	21GN- 00TRNG	3 classes	\$420.00	\$1,260.00
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

	GRAND TOTAL	\$9,030.00
--	--------------------	------------

8. FEMA Environmental Planning and Historic Preservation ('EHP') Requirements

All federal homeland security grant funding must comply with federal Environmental Planning and Historic Preservation ('EHP') laws, executive orders, and regulations.

The following activities would NOT require completion of an FEMA EHP Screening Form:

- Planning;
- Personnel;
- Management and Administration;
- Classroom-Based Training;
- Seminars, Workshops, Table-Top, and Functional Exercises; and
- Mobile and Portable Equipment (no installation): These are equipment devices that do not require any fixed installation and may be transported, such as hand-held radios, personal protective equipment (PPE), mobile/satellite phones, dive equipment, boats, response and mobile command vehicles, and other similar devices that do not require installation.

All other activities DO require completed FEMA EHP Screening Forms. These activities include:

- Surveillance and Detection Equipment;
- Physical Security Enhancements;
- Installation of Generators;
- Field Training and Field Exercises;
- Equipment Enhancements/Installations;
- Modifications to or Renovations/Altering of Facilities;
- Construction;
- Demolition of Buildings or Structures;
- Communication Towers; Antenna Collocations; and
- Any Project that Directly or Indirectly Involves Ground-Disturbing Activity.

Completion of the FEMA EHP Screening Form is the responsibility of the grantee.

MEMA will work with applicants to develop their FEMA EHP Screening Form. The FEMA EHP Screening Form does not need to be submitted with this application, however must be submitted and approved by FEMA prior to start of any related work. Please refer to FEMA Informational Bulletins #271 and #329 for further information.

The FEMA EHP Screening Form may be found on FEMA's EHP website here:

<http://www.fema.gov/library/viewRecord.do?fromSearch=fromsearch&id=4802>

General Guidance for Applicants

Applicants do NOT need to provide response to this section.

1) Non-Supplanting

Federal grant funds must supplement state or local initiatives and **shall not replace (or supplant)** funding appropriated from State and local governments with their Federal grant funding.

2) Specificity

Specificity in your 'Project Summary'. To the extent applicable -- follow the 'Who, What, When, Where, Why, and How' approach.

*Who (specifically) is benefiting from this proposal, and who is implementing?
What (specifically) is being proposed? (Define the project and its scope)
When will the project(s) begin and end?
Where will any equipment be housed?
Why is this project important? How was this determined?
How will the project be implemented?*

Please note that these questions above are provided as a guide. For instance, a proposal stating "two generators will be procured" does not provide enough detail.

3) Budget Section: All costs must be allowable under the EMPG

Allowable cost information may be found in the FFY 2012 EMPG grant guidance and/or Authorized Equipment List.

The FFY 2012 EMPG Guidance may be found on FEMA's website here:
http://www.fema.gov/pdf/government/grant/2012/fy12_empg_foa.pdf

The Authorized Equipment List may be found on-line here:
<https://www.rkb.us/>

Important: all equipment must be allowable under the EMPG; applicants should ensure that the AEL number provided is specific to the EMPG grant.

4) Grammar Counts

We are requesting concise proposals that provide adequate detail and are written clearly so the review team can provide appropriate review. Hand-written applications will not be accepted.

5) Allowable Costs

EMPG funds may be spent in the following areas:

- Planning
- Organizational
- Equipment (EMPG-allowable equipment *only*, as listed online at <http://www.rkb.us>)
- Training
- Exercises
- Construction/Renovation (**Note: this is limited to the principal EOC**)

*For detail on allowable costs, please refer to the FFY 2012 EMPG Guidance.

6) Unallowable Costs

For further detail on unallowable costs, please refer to the FFY 2012 EMPG guidance. In general, EMPG funds will not support the following:

- Weapons and ammunition
- Hiring of first responders
- Supplanting

Applicants with questions may contact their respective MEMA Regional Office and/or MEMA Local Coordinator. Applicants may also contact Kathy Estridge (Kathleen.Estridge@state.ma.us; 508.820.1447)

Appendix B

Statewide Communications Interoperability Plan (SCIP) Goals

#	SCIP Goals
G1	Establish Governance
G1.A	Recommend Executive Orders/Statutory/Regulatory Action (Complete)
G1.B	Formalize Charter
G1.C	Develop Office of the Coordinator
G2	Funding Governance
G2.A	Develop Intake and Scoring mechanism
G2.B	Allocate PSIC Grant Funding
G2.C	Allocate Funds from Existing Grant Programs
G2.D	Develop Strategy for Sustained Funding for each Project
G2.E	Research and Apply for New Grant/Other Sources of Funds
G3	Project Governance
G3.A	Develop Detailed Project Plans
G3.B	Develop Detailed Project Cost Estimates
G3.C	Maintain Project Budgets
G3.D	Provide Quality Process Assurance
G3.E	Adopt Standard Architecture
#	SCIP Goals
S1	Channel Planning
S1.A	Collect and Verify Existing Channel Plans
S1.B	Determine Channel Planning Gaps
S1.C	Define and Standardize Channel Plan Template
S2	SOP Development
S2.A	Collect and Verify Existing SOP's
S2.B	Develop SOP Protocol Template
S2.C	Create and Distribute the Tactical Channel Plan
S2.D	Create SOPs for all Interoperability Channels in the Tactical Channel Plan
#	SCIP Goals
T1	Assess Technology
T1.A	Develop NIMS-based Communication Requirements
T1.B	Technology Assessment
T2	Infrastructure Technology

	T2.A	Develop Detailed Infrastructure Requirements
	T2.B	Develop Detailed Network Requirements
	T2.C	Perform 700-800 MHz Infrastructure Preparation
	T2.D	Develop 700-800 MHz RFPs
T3		Equipment Technology
	T3.A	Procure, Integrate, Deploy, and Verify Equipment
	T3.B	Provide Mobile or Portable Radios to Fill Interoperability Gaps
	T3.C	Procurement, Integration, and Test
T4		Information Sharing/Statewide Backbone
	T4.A	Develop Massachusetts Public Safety Enterprise Architecture
	T4.B	Capture Information-sharing Requirements
	T4.C	Develop Backbone Requirements
	T4.D	Plan/Integrate the Statewide Backbone
	T4.E	Develop an Implementation Plan
T5		Consolidation
	T5.A	Consolidated Dispatch Implementation Plan
	T5.B	Support for Ongoing Command Consolidation Implementation
	T5.C	Support for Ongoing Command Consolidation
T6		Innovation
	T6.A	Develop an innovation life cycle/pipe line and process
	T6.B	Develop innovative technologies
	T6.C	Execute Innovation Project
	T6.D	Develop Innovation White Paper
#		SCIP Goals
E1		Training
	E1.A	Develop Interoperability Training Template
	E1.B	COML, COM Tech, COM Coordinator training
	E1.C	SOP/Tactical Channel Plan Training
E1		Exercise
	E2.A	Implement HSEEP Process with Interoperability Planning

	E2.B	Integrate COML, COM Tech, COM Coordinator into Exercise & Evaluation
	E2.C	SOP/Tactical Channel Plan
	E2.D	Develop Interoperability Exercise Requirement
#		SCIP Goals
U1		Planned Events
	U1.A	
	U1.B	
U2		Localized Emergency Incidents
	U2.A	
	U2.B	
U3		Regional Incident Management
	U3.A	
	U3.B	
U4		Daily Usage
	U4.A	
	U4.B	



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

City of Marlborough

Office of the Mayor

2013 AUG 22 A 11:51 140 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

August 22, 2013

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

Re: City Collector Reappointment

Honorable President Pope and Councilors:

I am pleased to submit for your approval the reappointment of Deborah Fox as City Collector to serve a term of one year term to take effect on the first Monday following her appointment.

Deborah has been the City Collector for the past year and I believe she has performed admirably and excelled in prioritizing customer service.

I trust Deborah's continued service as City Collector will benefit the City of Marlborough. Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough
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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2013 AUG 22 A 11:00
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
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www.marlborough-ma.gov

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

August 22, 2013

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

Re: City Auditor Reappointment

Honorable President Pope and Councilors:

I am pleased to submit for your approval the reappointment of Diane Smith as City Auditor to serve a term of three years.

Diane was first appointed City Auditor in 2006. Prior to her appointment, she had worked in the auditor's office for five years as a finance assistant. I believe that Diane is a strong asset to the City of Marlborough and her track record as City Auditor speaks for itself.

Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant
Mayor



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CITY OF MARLBOROUGH
2013 AUG 22 AM 11:51

City of Marlborough

Office of the Mayor

140 Main Street
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Arthur J. Vigeant
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Michael C. Berry
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Patricia Bernard
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August 22, 2013

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

Re: Zoning Board of Appeals Appointments

Honorable President Pope and Councilors:

The Zoning Board of Appeals (ZBA) plays a vital role in acting as the City's arbiter on cases involving the issuance of permits, zoning ordinances and the granting of variances.

I was recently notified that longtime member John Sahagian has stepped down from his position on the ZBA (resignation attached). As currently constituted, the board is comprised of the following individuals:

REGULAR MEMBERS: James Natale, Paul Guinta / ALTERNATE MEMBERS: Mitch Gorka (pending approval as a Regular Member), Ralph Loftin, and Jay Whitaker.

After significant community outreach and the solicitation of resumes from interested residents, I am pleased to make the following appointments:

- Nancy Stevens as a Regular Member to complete the term of Robert Page, due to expire May 5, 2017.
- Robert Levine as an Alternate Member to serve a two year term beginning from his date of confirmation by the City Council.

As a former three term Mayor, Nancy is eager to lend her valuable state and local experience to this important board. I believe her leadership will go a long way in establishing greater stability on the ZBA.

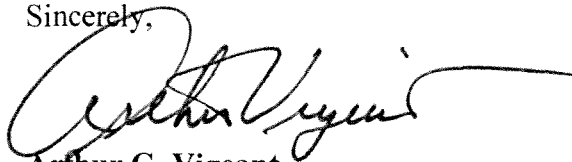
Robert Levine responded to the public outreach from my office and has a history of community involvement. I believe he will prove to be a reliable and open-minded voice on the ZBA.

Zoning Boards of Appeals are required to have at least four members to conduct a hearing. Due to the unanticipated absence of one member due to health reasons, the ZBA is currently operating with only four active members and runs the risk of not being able to meet should another unplanned absence occur.

It is our shared responsibility to ensure the ZBA has a full roster of regular and alternate members who will efficiently and thoughtfully deal with the matters before them. I believe these appointments, along with that of Mitchell Gorka who has already appeared before the Personnel Committee, will ensure our ZBA has an infusion of fresh and experienced voices who can handle the often complex cases that appear before them and ensure the owners and taxpayers of Marlborough receive a fair hearing in a timely manner.

Thank you in advance for your consideration.

Sincerely,

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

Arthur G. Vigeant
Mayor



**City of Marlborough
Zoning Board of Appeals**

140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3768 Facsimile (508) 460-3747

To: Mayor Arthur Vigeant
From: John Sahagian *JS*

Date: August 6, 2013

RE: Letter of resignation

I am submitting my letter of resignation from the Zoning Board of Appeals. I will remain on the Board until such time as the 2 cases we are hearing this evening (August 6th) are completed.

After serving on the Board for some 39 yrs., I feel it is time to resign.



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2013 AUG 22 A 11:51

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

August 22, 2013

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

Re: Planning Board Appointment

Honorable President Pope and Councilors:

I am pleased to submit the appointment of Brian DuPont to the Planning Board for a five year appointment to expire on February 5, 2018. Brian will be replacing longtime member Clyde Johnson.

Brian responded to my public outreach to serve on local boards and committees. He is currently employed by the Town of Wellesley where he has served as their GIS Administrator since 2005 and the past four years as their GIS Manager. I believe his education and technical experience will make a great addition to the Planning Board.

In closing, I want to recognize Clyde Johnson for his dedication to the City of Marlborough. As a former City Councilor and longtime Planning Board member, Clyde's experience and contributions will be sorely missed. I am grateful for his service and wish him well.

Sincerely,

Arthur G. Vigeant
Mayor



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH, MASSACHUSETTS
2013 AUG 22 AM 11:51

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

August 22, 2013

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

Re: SCRPT Program

Honorable President Pope and Councilors:

At your February 11, 2013 meeting I provided you with an update on the first year of the Senior Citizen Property Tax Work-off Program ("SCRPT"). Enclosed for your information is the order passed by the Council establishing and authorizing this program last year.

It is my intention to commence the second year of this program in September. I believe the guidelines passed by the Council worked extremely well and do not see a need to make any changes to the program at this time. Additionally, we do not intend on taking on more than 25 volunteers at the outset so no authorization is required.

At this time I would respectfully seek a vote of support to continue this program. I also wish to provide you a gentle reminder that the funding of this program through the overlay account will be provided for during the tax rate recap process later this fall.

Please do not hesitate to let me know if you have any questions or concerns. Thank you again for your support of this program.

Sincerely,

Arthur G. Vigeant
Mayor



IN CITY COUNCIL

Marlborough, Mass., _____ JULY 23, 2012
PAGE 1

ORDERED:

Suspension of the rules requested – granted

THAT the City Council for the City of Marlborough hereby accepts the provisions of M.G.L. c. 59, § 5K, which authorizes the City to establish a program for persons over the age of sixty (60) to volunteer their services to the City in exchange for a reduction, not to exceed \$1,000.00 in a given tax year, in the real property tax obligations of such persons;

AND, FURTHER, THAT, pursuant to M.G.L. c. 59, § 5K, the City Council for the City of Marlborough hereby adopts the following provisions regarding the implementation of this program:

- a) The program is to begin in Fiscal Year (tax year) 2013;
- b) The individual applying to participate in the program must have attained the age of sixty (60) years prior to the start of the tax year for which that applicant seeks a reduction in his or her real property tax obligation;
- c) The applicant seeking the reduction must have resided in the City for at least five (5) consecutive calendar years prior to the start of the tax year for which that applicant seeks a reduction in his or her real property tax obligation;
- d) The property as to which the tax reduction is sought must be owned by, or serve as the primary residence of, the applicant seeking the reduction. Qualified rental properties must be owner-occupied;
- e) The property as to which the tax reduction is sought shall be eligible for only one (1) abatement per tax year, no matter how many individuals may be the record owners of that property;
- f) The applicant seeking the reduction must have an annual gross income less than \$52,000 if a single filer, less than \$65,000 if filing as Head of Household, or less than \$78,000 if filing married or jointly, for the calendar year prior to the start of the tax year for which that applicant seeks a reduction in his or her real property tax obligations;
- g) No individual is eligible to seek a reduction in his or her real property tax obligations if, for the tax year he or she would otherwise be eligible, he or she is employed by the City of Marlborough on either a full-time or part-time basis;
- h) All individuals will be required to disclose any potential or perceived conflicts of interest on their application, including but not limited to, residing in the same residence or household with a full or part-time City employee, and working for a business or entity that performs contractual services for the City;



IN CITY COUNCIL

JULY 23, 2012

Marlborough, Mass., _____ PAGE 2

ORDERED:

- i) If the number of eligible applicants for this program exceeds the number of available positions in a given fiscal year, a lottery shall be held to determine placement. From time to time, eligible applicants who possess unique skills or talents that would aid municipal operations may be placed in positions upon direct approval of the Mayor. The number of annual participants will not exceed 25 (fractional volunteers can be combined to equal one participant) without prior City Council approval;
- j) The Council on Aging, in cooperation with the Assessor's Office and the Personnel Department of the City, shall have the responsibility to maintain a record for each applicant participating in the program, including but not limited to records for the number of hours of service volunteered by each applicant and the total amount by which his or her real property tax obligation has been reduced on his or her tax bill. A copy of such records shall be provided to the applicant prior to the issuance of his or her actual tax bill;
- k) The Mayor's office will approve and authorize the placement of all program participants and the corresponding departments in which they are placed, and shall make such authorizations known to the City Council within 30 days of placement;
- l) Prior to the end of each fiscal year, the Mayor's office shall furnish an annual report and summary of this program to the City Council;
- m) During the annual Tax Classification process, the Mayor shall forward a request to the City Council to fund the program through the Overlay Account; and
- n) No provisions of this order shall be changed unless approved by the Mayor and City Council.

Yea: 11- Nay: 0

Yea: Delano, Jenkins, Elder, Tunnera, Seymour, Clancy, Landers, Ossing, Pope, Oram & Robey

ADOPTED

In City Council

Order No. 12-1004062A

Approved by Mayor

Arthur G. Vigeant

Date: July 26, 2012

A TRUE COPY

ATTEST: 
City Clerk



City of Marlborough
Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610

LEGAL@MARLBOROUGH-MA.GOV

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2013 AUG 22 11:45
DONALD V. RIDER, JR.
CITY SOLICITOR
CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR
ELLEN M. STAVROPOULOS
PARALEGAL

August 22, 2013

Patricia Pope, President and Members
Marlborough City Council

RE: Proposed Order To Amend Chapter 526 Of The City Code To Regulate Digital
Electronic And LED (Light Emitting Diode) Signs And Message Boards

Dear President Pope and Members:

Attached for your consideration is a proposed order amending Chapter 526, the sign ordinance, of the City Code to regulate digital electronic and LED (light emitting diode) signs and message boards. The proposed order is submitted on behalf of President Pope and Councilor Joseph Delano. It is in proper form for action by the body.

I am available to answer your questions. Thank you for your attention to this matter.

Very Truly Yours,


Cynthia Panagore Griffin

Enclosure

Cc: Arthur G. Vigeant, Mayor
Donald V. Rider, City Solicitor

ORDERED:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING CHAPTER 526, ENTITLED "SIGNS," AS FOLLOWS:

Section 526-7, entitled "Prohibited signs" is hereby amended by inserting the following:

N. Digital electronic and LED (light emitting diode) signs and message boards, any portion of which can be electronically or mechanically changed by programmable electronic or mechanical processes, excluding signs of the City of Marlborough, the commonwealth of Massachusetts, the federal government, or the agents thereof, subject to the following exception:

- (1) permanent digital electronic and LED (light emitting diode) signs and message boards that have been permitted by the Building Department and installed or erected as of August 22, 2013 shall be allowed subject to the following requirements which are supplemental to other provisions of this Code:
 - (a) the exception provided in this subsection N. shall be applicable only to current owners of existing permanent digital electronic and LED (light emitting diode) signs and message boards that have been permitted by the Building Department and installed or erected by August 22, 2013;
 - (b) said owners must provide 24/7 contact information to the Code Enforcement Officer;
 - (c) the sign or message board must transition instantaneously from one message, symbol or image to the next;
 - (d) the sign or message board must go dark in the event of a malfunction;
 - (e) the sign or message board must adjust automatically to ambient light, and may not exceed 0.3 foot candles above ambient light;
 - (f) the colors of the sign or message board must be limited to white illumination on a black background;
 - (g) the sign or message board may be lit only during the hours of business operation; and
 - (h) the exception provided in this subsection N. shall not apply to any dimensional or structural changes to, or changes in location of, the sign or message board.

ADOPTED

In City Council
Order No. 13-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

MIRICK O'CONNELL

A T T O R N E Y S A T L A W

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2013 AUG 21 P 12:50

Arthur P. Bergeron
Mirick O'Connell
100 Front Street
Worcester, MA 01608-1477
abergeron@mirickoconnell.com
t 508.929.1652
f 508.463.1385

August 21, 2013

Councilor Trish Pope, President
Marlborough City Council
City Hall
Marlborough, MA 01752

Re: Request for modification of special permit

Dear Councilor Pope:

My client, Digital Federal Credit Union, owns certain real property at 853 and 905 Donald Lynch Boulevard, Assessors Map 50 Parcels 37 and 38, said property being the subject of a city council special permit dated June 16, 2003, City Council Order #03-10047B. My client hereby requests that the City Council modify said special permit by modifying permit Condition #7 to allow my client to locate and operate an electronic sign in front of its existing branch bank currently located on the site. Please determine whether such a change would constitute a major or minor change to the special permit, and what steps are necessary to cause an appropriate review of this request.

Please note that pursuant to City Council Order No. 91-3822A, I am notifying you that Mirick O'Connell is representing Digital Federal Credit Union regarding this matter.

Sincerely,



Arthur P. Bergeron

APB/jmc

MIRICK, O'CONNELL, DEMALLIE & LOUGEE, LLP

WORCESTER | WESTBOROUGH | BOSTON

www.mirickoconnell.com



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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2013 AUG -8 PM 4:34

**Lisa M. Thomas
City Clerk**

MARLBOROUGH, MA

DATE: 8-8-13

To the City Council:

Owner Name: BERNARD NOVITCH

Residential Address: 141 HOWE ST. MARLBORO

Telephone Number: 508-485-3891

Business Name: COLLECTORS PARADISE

Business Address: 721 BOSTON POST RD. EAST #7

Business Telephone Number: 508-485-9800

Owner Signature: Bernard Novitch

The above-signed BERNARD NOVITCH respectfully requests that he/she be granted a JUNK DEALER license.

In City Council

nationalgrid

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2013 AUG 19 A 10:03

August 6, 2013

City of Marlborough
City Clerks Office
140 Main Street
Marlborough, MA 01752

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole locations

If you have any questions regarding this permit please contact:

Evan Selahowski 508-935-1812

Please notify National Grid's Angela Birch of the hearing date / time at 401-784-7726 or angela.birch@us.ngrid.com

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Angela Birch; 280 Melrose Street; Providence, RI 02907

Very truly yours,



Chris Montalto, Engineering
Supervisor, Distribution Design

City Clerks office
Copy

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

Hopedale, MA 01747

February 20, 2013

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

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:

Forest Street

Install 1 Joint owned Pole 47-25 on Forest Street. Install 4-5" conduit from pole #47-25 to property Line of #555 Forest Street.

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. **15403806** Dated: **08/05/2013**

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: Chris Montalto *CM*
Manager of Distribution Design

VERIZON NEW ENGLAND, INC.

By: Paul Schroeder
Manager, R.O.W.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

Hopedale, MA 01747

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
6th day of August, 2013

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. **15403806** Dated: **08/05/2013** 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:--

Forest Street

Install 1 Joint owned Pole 47-25 on Forest Street. Install 4-5" conduit from pole #47-25 to property Line of #555 Forest Street.

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

We hereby certify that on _____ 2013 at _____ o'clock, _____ M.
at _____ a public hearing was held on the petition of the

MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Council of the City of

Marlborough, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the City Council of the City of Marlborough, Massachusetts, on the _____ day of

_____ 2013 recorded with the records of location orders of said City,

Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
City Clerk

SHIPLEY COMPANY
C/O TAX DEPT
2030 DOW CENTER
MIDLAND, MI 48674

FOREST ST.

SPECIAL OLYMPICS MASSACHUSETTS
512 FOREST SR
MARLBOROUGH, MA 01752

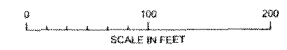
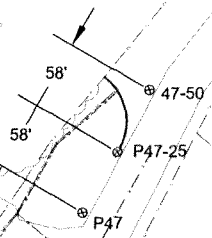
PARTNERS HEALTHCARE SYSTEMS INC
800 BOXSTON ST 11TH FLOOR
BOSTON, MA 02199

HINES GLOBAL REIT MARLB CAMPUS
C/O HINES INTRESTS LP
100 CAMPUS DR #1
MARLBOROUGH, MA 01752

HINES GLOBAL REIT MARLB CAMPUS
C/O HINES INTRESTS LP
100 CAMPUS DR #1
MARLBOROUGH, MA 01752

FOREST ST.

MARTINANGELO DR.



nationalgrid

SKETCH TO ACCOMPANY PETITION FOR INSTALLATION
OF 1- JOINT OWNED POLE #47-25 APPROXIMATELY 58'
FROM POLE #47 AND 4-5" CONDUITS ON FOREST DR IN
MARLBOROUGH, MA

WR#15403806	ENGINEER: ANDY HADDEN PHONE: 781-258-8796 DATE: 08/05/2013
-------------	--

LEGEND

- PL - LOT LINES
- ROAD
- w - WATER LINE
- s - SEWER LINE
- GAS - GAS LINE
- D - DRAINAGE LINE
- TREES
- NEW CONDUIT
- ⊗ EXISTING POLE
- ⊗ NEW JO POLE

nationalgrid

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2013 AUG 19 A 10:03

August 6, 2013

City of Marlborough
City Clerks Office
140 Main Street
Marlborough, MA 01752

To Whom It May Concern:

Enclosed please find a petition of NATIONAL GRID and VERIZON, covering joint NATIONAL GRID-VERIZON pole locations

If you have any questions regarding this permit please contact:

Evan Selahowski 508-935-1812

Please notify National Grid's Angela Birch of the hearing date / time at 401-784-7726 or angela.birch@us.ngrid.com

If this petition meets with your approval, please return an executed copy to each of the above named Companies.

National Grid Contact: Angela Birch; 280 Melrose Street; Providence, RI 02907

Very truly yours,

Handwritten signature of Chris Montalto in cursive, followed by the initials AB.

Chris Montalto, Engineering
Supervisor, Distribution Design

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

Hopedale, MA 01747

February 20, 2013

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

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:

Bartlett Street

Install 1 Joint owned pole 2-50 on Bartlett Street. Install 4-5 conduits and 2 pre cast manholes on Bartlett Street and Forest Street.

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. **14695644** Dated: **08/05/2013**

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: Chris Montalvo
Manager of Distribution Design

VERIZON NEW ENGLAND, INC.

By: Paul Saunders
Manager, R.O.W.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

Hopedale, MA 01747

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
6th day of August, 2013

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. **14695644** Dated: **08/05/2013** 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:--

Bartlett Street

Install 1 Joint owned pole 2-50 on Bartlett Street. Install 4-5 conduits and 2 pre cast manholes on Bartlett Street and Forest Street.

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

We hereby certify that on _____ 2013 at _____ o'clock, _____ M.
at _____ a public hearing was held on the petition of the

MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Council of the City of

Marlborough, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the City Council of the City of Marlborough, Massachusetts, on the _____ day of _____ 2013 recorded with the records of location orders of said City, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
City Clerk

Pole & UG Petition/Permit Request Form

City
Town of MARLBOROUGH WR # 14695644

Install 1 (quantity) JO (circle one) Poles on BARTLETT STREET (street name)

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

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

Beginning at a point approximately 350 feet South West of the centerline

of the intersection of BARTLETT + FOREST (street name)

and continuing approximately 1100 feet in a NORTH EAST direction.

Install underground facilities:

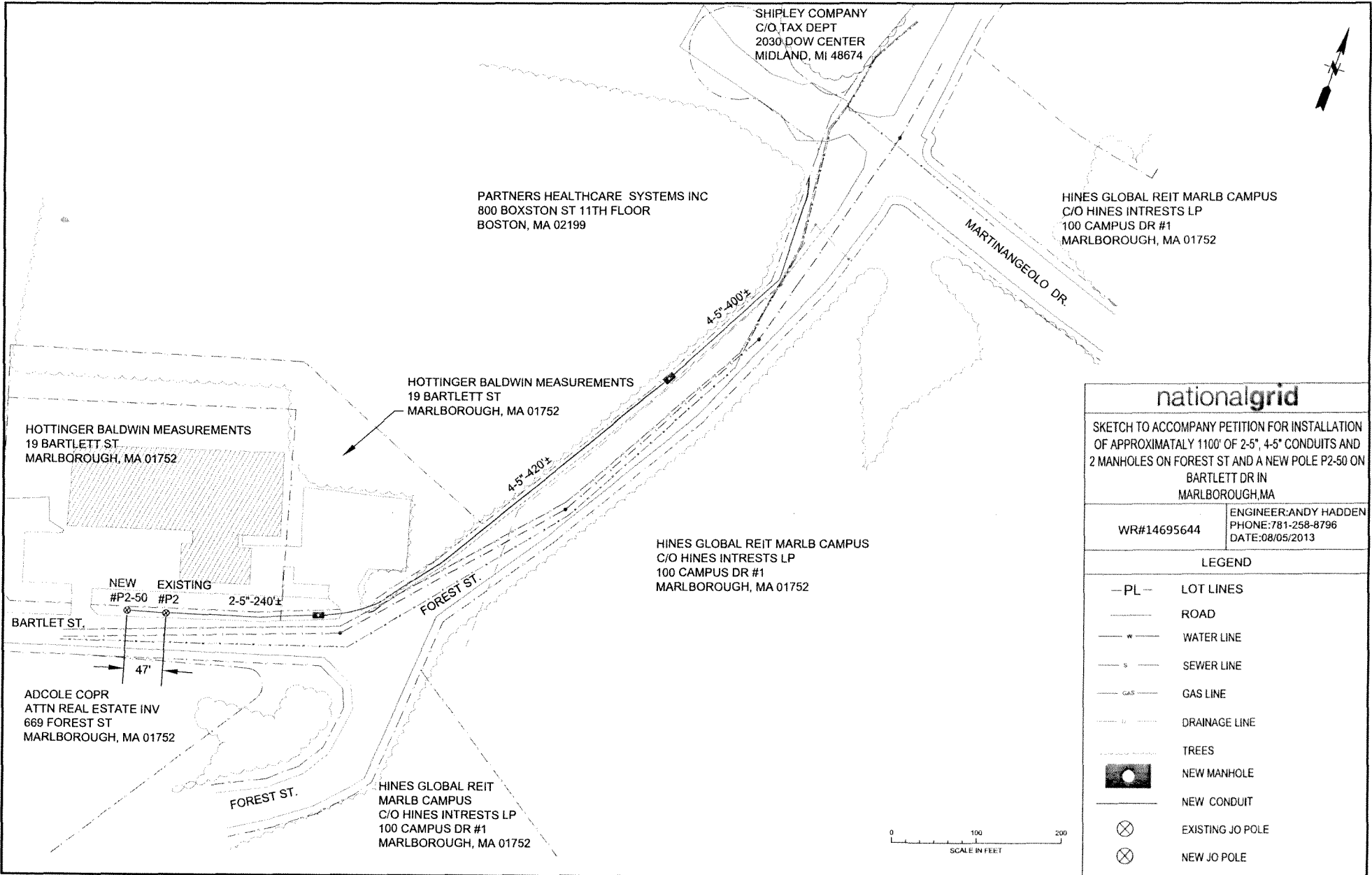
Street(s) BARTLETT STREET and FOREST STREET

Description of Work:

INSTALL 1- JOINT OWNED Pole # 2 .50 ON BARTLETT STREET
INSTALL 4- 5" CONDUITS and 2- PRECAST MANHOLES ON BARTLETT STREET and FOREST STREET

ENGINEER ANDREW HAROSH

DATE 8/05/2013







nationalgrid

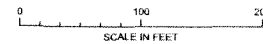
SKETCH TO ACCOMPANY PETITION FOR INSTALLATION
OF APPROXIMATELY 1100' OF 2-5", 4-5" CONDUITS AND
2 MANHOLES ON FOREST ST AND A NEW POLE P2-50 ON
BARTLETT DR IN
MARLBOROUGH, MA

WR#14695644

ENGINEER: ANDY HADDEN
PHONE: 781-258-8796
DATE: 08/05/2013

LEGEND

- PL — LOT LINES
- ROAD
- W — WATER LINE
- S — SEWER LINE
- GAS — GAS LINE
- D — DRAINAGE LINE
- TREES
-  NEW MANHOLE
-  NEW CONDUIT
-  EXISTING JO POLE
-  NEW JO POLE





RECEIVED
CITY CLERK'S OFFICE
CITY OF HAYDEN BROUGH
2013 JUL 29 P 1:16

Memorandum

To: Town Clerk
From: Camal O. Robinson, Associate Counsel
Date: July 25, 2013
Subject: Massachusetts Electric Company d/b/a National Grid Annual Return

Dear Sir/Madam:

In accordance with G.L. c. 164 § 84A enclosed is a copy of the condensed annual return to the Massachusetts Department of Public Utilities for Massachusetts Electric Company d/b/a National Grid to be kept on file and open to public inspection during office hours.

DEPARTMENT OF PUBLIC UTILITIES

This statement is filed in accordance with Chapter 164, Section 84A

CONDENSED FINANCIAL RETURN FOR THE YEAR ENDED DECEMBER 31, 2012

FULL NAME OF COMPANY - MASSACHUSETTS ELECTRIC COMPANY

LOCATION OF PRINCIPAL BUSINESS OFFICE - 40 Sylvan Road, Waltham, MA 02451

STATEMENT OF INCOME FOR THE YEAR

See Copy of Income Statement Filed with the DPU Return Attached

Item	Current Year	Increase or (Decrease) from Preceding Year
OPERATING INCOME	\$	\$
Operating Revenues		
Operating Expenses:		
Operation Expense See Copy of Statement of Income Filed		
Maintenance Expense with the DPU Return, attached.		
Depreciation Expense		
Amortization of Utility Plant		
Amortization of Property Losses		
Amortization of Conversion Expenses		
Taxes Other Than Income Taxes		
Income Taxes		
Provisions for Deferred Federal Income Taxes		
Federal Income Taxes Deferred in Prior Years - Cr		
Total Operating Expenses		
Net Operating Revenues		
Income from Utility Plant Leased to Others		
Other Utility Operating Income		
Total Utility Operating Income		
OTHER INCOME		
Income from Mdse. Jobbing & Contract Work		
Income from Nonutility Operations		
Nonoperating Rental Income		
Interest and Dividend Income		
Miscellaneous Nonoperating Income		
Total Other Income		
Total Income		
MISCELLANEOUS INCOME DEDUCTIONS		
Miscellaneous Amortization		
Other Income Deductions		
Total Income Deductions		
Income Before Interest Charges		
INTEREST CHARGES		
Interest on Long-Term Debt		
Amortization of Debt Discount and Expense		
Amortization of Premium on Debt - Credit		
Interest on Debt to Associated Companies		
Other Interest Expense		
Interest Charged to Construction - Credit		
Total Interest Charges		
Net Income		

BALANCE SHEET			
See Copy of Balance Sheet Filed with the DPU Return Attached			
Title of Account	Balance End of Year	Title of Account	Balance End of Year
	\$		\$
UTILITY PLANT		PROPRIETARY CAPITAL	
Utility Plant		CAPITAL STOCK	
OTHER PROPERTY AND INVESTMENTS		Common Stock Issued.....	
Nonutility Property.....		Preferred Stock Issued.....	
Investment in Associated Companies.....		Capital Stock Subscribed.....	
Other Investments.....		Premium on Capital Stock.....	
Special Funds.....		Total.....	
Total Other Property and Investments		SURPLUS	
CURRENT AND ACCRUED ASSETS		Other Paid-In Capital.....	
Cash.....		Earned Surplus.....	
Special Deposits.....		Surplus Invested in Plant.....	
Working Funds.....		Total.....	
Temporary Cash Investments.....		Total Proprietary Capital.....	
Notes and Accounts Receivable.....		LONG-TERM DEBT	
Receivables from Associated Companies		Bonds.....	
Materials and Supplies.....		Advances from Associated Companies...	
Prepayments.....		Other Long-Term Debt.....	
Interest and Dividends Receivable.....		Total Long-Term Debt.....	
Rents Receivable.....		CURRENT AND ACCRUED LIABILITIES	
Accrued Utility Revenues.....		Notes Payable.....	
Misc. Current and Accrued Assets.....		Accounts Payable.....	
Total Current and Accrued Assets...		Payables to Associated Companies.....	
DEFERRED DEBITS		Customer Deposits.....	
Unamortized Debt Discount and Expense		Taxes Accrued.....	
Extraordinary Property Losses.....		Interest Accrued.....	
Preliminary Survey and Investigation		Dividends Declared.....	
Charges.....		Matured Long-Term Debt.....	
Clearing Accounts.....		Matured Interest.....	
Temporary Facilities.....		Tax Collections Payable.....	
Miscellaneous Deferred Debits.....		Misc. Current and Accrued Liabilities...	
Total Deferred Debits.....		Total Current and Accrued Liabilities.	
CAPITAL STOCK DISCOUNT AND EXPENSE		DEFERRED CREDITS	
Discount on Capital Stock.....		Unamortized Premium on Debt.....	
Capital Stock Expense.....		Customer Advances for Construction...	
Total Capital Stock Discount and Expense.....		Other Deferred Credits.....	
REACQUIRED SECURITIES		Total Deferred Credits.....	
Reacquired Capital Stock.....		RESERVES	
Reacquired Bonds.....		Reserves for Depreciation.....	
Total Reacquired Securities.....		Reserves for Amortization.....	
Total Assets and Other Debits.....		Reserve for Uncollectible Accounts.....	
		Operating Reserves.....	
		Reserve for Depreciation and Amort... of Nonutility Property.....	
		Reserves for Deferred Federal Income...	
		Taxes.....	
		Total Reserves.....	
		CONTRIBUTIONS IN AID OF CONSTRUCTION	
		Contributions in Aid of Construction.....	
		Total Liabilities and Other Credits.....	
NOTES:			

STATEMENT OF EARNED SURPLUS		
Unappropriated Earned Surplus (at beginning of period).....	\$	
Balance Transferred from Income.....		
Miscellaneous Credits to Surplus.....		
Miscellaneous Debits to Surplus.....		
Appropriations of Surplus.....		
Net Additions to Earned Surplus.....		
Dividends Declared -- Preferred Stock.....		
Dividends Declared -- Common Stock.....		
Unappropriated Earned Surplus (at end of period).....		

ELECTRIC OPERATING REVENUES

Account	Operating Revenues	
	Amount for Year	Increase or (Decrease) from Preceding Year
SALES OF ELECTRICITY		
Residential Sales.....	\$ 552,392,231	\$ -51,301,770
Commercial and Industrial Sales.....		
Small (or Commercial).....	170,440,050	-38,530,127
Large (or Industrial).....	20,958,441	-6,319,715
Public Street and Highway Lighting.....	890,318	89,332
Other Sales to Public Authorities.....		
Sales to Railroad and Railways.....		
Interdepartmental Sales.....		
Miscellaneous Electric Sales.....		
Provision for Rate Refunds.....	25,029,305	23,037,681
Total Sales to Ultimate Consumers.....	769,710,345	-73,024,598
Sales for Resale.....	347,246	-60,172
Total Sales of Electricity.....	770,057,591	-73,084,770
OTHER OPERATING REVENUES		
Forfeited Discounts.....	2,067,809	-338,003
Miscellaneous Service Revenues.....	261,324,948	54,637,166
Sales of Water and Water Power.....	0	0
Rent from Electric Property.....	10,023,455	-1,113,885
Interdepartmental Rents.....	0	0
Other Electric Revenues.....	978,168,146	31,090,929
Total Other Operating Revenues.....	1,251,584,358	84,276,208
Total Electric Operating Revenues.....	2,021,641,949	11,191,438

SUMMARY OF ELECTRIC OPERATION AND MAINTENANCE EXPENSES

Functional Classification	Operation	Maintenance	Total
Power Production Expenses	\$	\$	\$
Electric Generation:			
Steam Power.....			0
Nuclear Power.....			
Hydraulic Power.....			
Other Power.....			0
Other Power Supply Expenses.....	788,824,080		788,824,080
Total Power Production Expenses.....	788,824,080	0	788,824,080
Transmission Expenses.....	347,085,422	1,632,487	348,717,908
Distribution Expenses.....	69,446,585	60,881,011	130,327,596
Customer Accounts Expenses.....	216,532,303		216,532,303
Sales Expenses.....	1,276,429		1,276,429
Administrative and General Expenses.....	223,422,721	1,268,471	224,691,192
Total Electric Oper. and Maint. Expenses	1,646,587,539	63,781,969	1,710,369,508

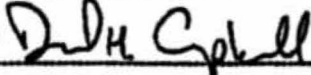
MASSACHUSETTS ELECTRIC COMPANY FOR THE YEAR ENDED DECEMBER 31, 2013

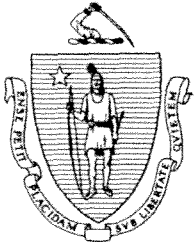
GAS OPERATING REVENUES (Not Applicable)		
Account	Operating Revenues	
	Amount for Year	Increase of (Decrease) from Preceding Year
SALES OF GAS		
Residential Sales.....	\$	\$
Commercial and Industrial Sales.....		
Small (or Commercial).....		
Large (or Industrial).....		
Other Sales to Public Authorities.....		
Interdepartmental Sales.....		
Miscellaneous Gas Sales.....		
Total Sales to Ultimate Consumers.....		
Sales for Resale.....		
Total Sales of Gas.....		
OTHER OPERATING REVENUES		
Forfeited Discounts.....		
Miscellaneous Service Revenues.....		
Revenues from Transportation of Gas of Others.....		
Sales of Products Extracted from Natural Gas.....		
Revenues from Natural Gas Processed by Others.....		
Rent from Gas Property.....		
Interdepartmental Rents.....		
Other Gas Revenues.....		
Total Other Operating Revenues.....		
Total Gas Operating Revenues.....		

SUMMARY OF GAS OPERATION AND MAINTENANCE EXPENSES (Not Applicable)			
Functional Classification	Operation	Maintenance	Total
Steam Production.....	\$	\$	\$
Manufactured Gas Production.....			
Other Gas Supply Expenses.....			
Total Production Expenses.....			
Local Storage Expenses.....			
Transmission and Distribution Expenses.....			
Customer Accounts Expenses.....			
Sales Expenses.....			
Administrative and General Expenses.....			
Total Gas Operation and Maintenance Exp.....			

July 17th 2013, I hereby certify that the foregoing statements are full, just and true to the best of my knowledge and belief. This statement is signed under the penalties of perjury.

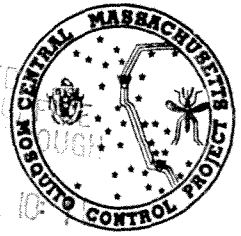
Bradley B. White 
 Vice President and Controller

David H. Campbell 
 Vice President and Chief Financial Officer



The Commonwealth of Massachusetts
 STATE RECLAMATION & MOSQUITO CONTROL BOARD
**CENTRAL MASSACHUSETTS
 MOSQUITO CONTROL PROJECT**

111 Otis Street, Northborough, MA 01532-2114
 Telephone (508) 393-3055 • Fax (508) 393-8492
 www.cmmcp.org



COMMISSION CHAIRMAN
 RICHARD J. DAY

EXECUTIVE DIRECTOR
 TIMOTHY D. DESCHAMPS

July 22, 2013

City of Marlboro
 Health Department
 Marlboro, MA 01752

Central Massachusetts Mosquito Control Project personnel will be in your community to investigate resident's complaints about mosquitoes on the following dates in August 2013:

July 31, August 7, 14, 21 & 28, 2013

The above dates are subject to change due to weather conditions, mosquito populations, mosquito virus activity and/or special event spraying. This program will shut down when cool night time temperature becomes predominant in this area. A detailed notice about our spray schedule is posted on the CMMCP phone system after 3:30 p.m. each day, and it is also listed on our website.

Complaints about mosquitoes may be registered by calling the CMMCP office at 508-393-3055 between 7:00 AM - 3:30 PM, Monday through Friday. The results of an investigation may warrant the use of a mosquito insecticide to defined, site-specific areas of the town. Such an application may be accomplished by using hand or truck mounted equipment, depending on the extent of the application.

Per 333CMR13.04: "No intentional application of pesticides shall be made to private property which has been designated for exclusion from such application by a person living on or legally in control of said property." Notices were sent to all City and Town Clerks in February to alert them of the pesticide exclusion process; CMMCP will continue to accept exemptions during the spray season. Residents should contact their Town or City clerk for more information on the exclusion process, or may contact the CMMCP office during business hours or apply for an exclusion through our website.

Please list this information in the local newspapers and on the local cable access station. Additional information on CMMCP may be found on the Internet at: <http://www.cmmcp.org>

Sincerely,

Timothy D. Deschamps

Executive Director

cc: City/Town Clerk
 Police Department

Marlborough Council on Aging Board

Minutes: Tuesday, June 11, 2013 Meeting

Location: Mayor's Conference Room, City Hall, Marlborough, MA

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CITY OF MARLBOROUGH

Attendees: Lynn Anderson, Jennifer Claro, Richard Collins, Jim Confrey, Brenda Costa, Marie Elwood, Jeanne McGeough, Barbara McGuire (Friends Board)

Excused: Sheila Brecken, Rita Connors

I. Board meeting was called to order at 8:45 am.

II. The May minutes were reviewed by the board. A correction was made to the May minutes - Rita Connor was excused. The minutes were then approved.

III. Director's report: The board's transportation committee (Sheila, Jeanne, Brenda & Jennifer) had met after the May board meeting. Jeanne McGeough drafted a survey to find out what seniors wanted for transportation. The board reviewed the survey for comment. Suggested changes were discussed and survey was revised accordingly.

Jennifer passed around a flyer for the multicultural group fundraiser for the Marlborough Council on Aging.

A plaque was done for Ceil Sharon for her years of service with the Senior Center's exercise classes.

Summer intern is Kayleigh Faye, a UConn student (nutrition major), will be working part time throughout the summer at the center, 8:30 - 3:00, 4 days a week.

A new board member application is being submitted to the Mayor for consideration. Lynn Anderson will be leaving the board to relocate to Maine.

The Newsletter is getting to people late because the mail is getting batched and sent elsewhere to process.

IV. BayPath – The medication dispenser provided through BayPath was explained to the Board. A flyer regarding the BayPath fundraiser at Whole Foods was explained. Jennifer will put the information in the Newsletter.

V. Old Business

1. Problem with coats system. Jennifer has requested new monitor from the City's IT Department.
2. Party Comm - Tuesday, Nov. 12, 2013, is set for the Thanksgiving party
3. Bylaws - email was sent to legal department for direction on signature process
4. Building Comm - layout of new senior center was presented by Jim Confrey. The final meeting will be with the building committee, the Mayor and the city council.
5. Jim Confrey has been appointed by the Mayor as chairperson of the board.

The next board meeting will be 7/9/2013 at 8:45 am in Mayor's conference room, City Hall.

Meeting adjourned at 9:55 am.

Respectfully submitted,
Brenda Costa
Marlborough Council on Aging Board Secretary

**MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

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CITY OF MARLBOROUGH

2013 JUL 23 AM 9:28
July 15, 2013

Call to Order

The Site Visit Meeting of the Marlborough Planning Board was called to order at 6:15pm, outside the property of 637 Sudbury Street, Marlborough, MA. Members present included Barbara Fenby, Sean Fay, Colleen Hughes, Philip Hodge, Edward Coveney, and Shawn McCarthy.

Also in attendance were Board Secretary Melissa Irish, City Engineer Thomas Cullen, Ward 1 City Councilor Joseph Delano, Mr. Joseph Peznola Engineer of Record for the project and Mr. Richard Nardo Property Owner.

1. Discussion-Discovery of Sight Line Distances, Safety Concerns Regarding the Proposed Ravenswood Subdivision

City Engineer Tomas Cullen paced off the 200' required site distance from the proposed center line of the new roadway. Mr. Cullen was still visible at the 200' mark.

Mr. Peznola noted that according to the regulations the site distance is measured from a height of 3.5 ft. from grade. In his line of site at the grade there were 2 impediments to visually seeing Mr. Cullen, neither of which was to be considered as detrimental to the measurement at hand. One impediment was the mailbox for the adjacent house at number 621 Sudbury St, and the other was a tree that currently stands within the road layout. The tree may be removed at the time of the intended widening of Sudbury St a project the City is projecting to start in calendar 2015. This information is per Mr. Cullen.

It was also noted that the speed of traffic on Sudbury St travels along much faster than the posted limits.

City Engineer Cullen noted that sidewalks are intended to be constructed during the reconstruction phase. The profile of the roadway as well will be considered for change.

Mr. Fay noted that due to the rise/crest of the road just prior to the proposed new roadway the safety of drivers, pedestrians, cyclists, etc. would be in jeopardy. It takes approximately 4 seconds from the time a vehicle crests the rise to being on top of the new proposed roadway entry.

Again City Engineer Cullen noted that the profile of the roadway with the possibility of leveling the rise would be looked at during the design phase for reconstruction of Sudbury St. City Engineer Cullen also noted that the reconstruction will create two 12ft wide travel lanes after the installation of water and sewer lines.

Adjournment: On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to adjourn at 6:30pm.

Respectfully submitted,

Colleen Hughes

**MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

RECEIVED
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CITY OF MARLBOROUGH

2013 JUL 23 A 9:28
July 15, 2013

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 Barbara Fenby, Sean Fay, Colleen Hughes, Philip Hodge, Edward Coveney, Clyde Johnson and Shawn McCarthy.

Also in attendance were Board Secretary Melissa Irish and City Engineer Thomas Cullen.

1. Meeting Minutes:

A. June 17, 2013

On a motion made by Ms. Hughes, seconded by Mr. McCarthy, it was voted to accept the minutes of the June 17, 2013 meeting. Motion carried with Mr. Hodge abstaining.

B. June 3, 2013

On a motion made by Mr. Coveney, seconded by Mr. Hodge, it was voted to accept the minutes of the June 3, 2013 meeting. Motion carried with Ms. Hughes and Mr. Fay abstaining.

2. Chair's Business:

A. Conflict of Interest Municipal Training Requirements

Information from the State regarding the required training has been sent to all members. Each member is to complete the required online training and return to the Secretary the completion certificate.

B. Correspondence from City Council Proposed Amendment to Zoning Code 650-17

Ms. Hughes read City Council Order #13-1005481 into record.

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

On a motion made by Ms. Hughes, seconded by Mr. Coveney a Public Hearing was set for September 9th and will be advertised. Motion carried

C. Site Visit Sudbury St, Proposed Ravenswood Subdivision

A Site Visit took place earlier in the day with all members present. (Separate minutes to be presented.)

Discussion continues to revolve around site line distances and roadway access-safety. The proposed new roadway will intersect with Sudbury St approximately 4 seconds after a vehicle travelling along Sudbury St Crests a rise in the road. Mr. Cullen did note that the profile study of Sudbury St has not been completed yet, in regards to the reconstruction project that is slated to start. The beginning phases are to commence later this month.

It is the opinion of the Board that the grade on the road has to change. There is no precedent set in which the Board has required the proponent of any subdivision in the City to make such adjustments to existing accepted City ways.

3. Approval Not Required:

A.1000 Nickerson Rd, Lots 1&2

Ms. Hughes read the request into record along with the City Engineers finding.

On a motion by Ms. Hughes, seconded by Mr. Hodge it was duly voted to accept and endorse the plan of land believed to be Approval Not Required, Lots 1 & 2 Nickerson Rd, Marlborough, MA 01752 owned by DBK Realty LLC, 583 Berlin Rd, Marlborough, MA 01752..

Name of Engineer Mr. Bruce Saluk & Associates, Inc. Civil Engineers and Land Surveyors, 576 Boston Post Rd East, Marlborough, MA 01752.

Date of submission July 9, 2013. Motion carried

4. Public Hearings: None

5. Pending Sub Division Plans: Updates and Discussion:

A. Preliminary Plan – Walker Brook Estates (July 16, 2013)

On a motion made by Ms. Hughes, seconded by Mr. Coveney the reading of the findings from the City Engineer and the associated responses from the proponent dated June 28, 2013 was waived. Motion carried

Ms. Hughes read item 9a of the Engineering comments and response into record:

9) Two Issues were raised at the public meeting for the Planning Board’s consideration:

a) Granting a waiver of the Rules and Regulations to reduce the required layout from 50’ to a 40’ layout. This waiver request will result in a one foot area behind the sidewalk on either side of the roadway based on a 26’ roadway width and two 6’ wide sidewalks. Engineering has no opposition to this potential waiver request.

On a motion made by Ms. Hughes, seconded by Mr. Hodge it was voted to Approve, this waiver request. Motion carried

Ms. Hughes read item 9b of the Engineering comments and response into record.

b) Granting a waiver of the Rules and Regulations to eliminate a portion of the westerly sidewalk between the proposed Lot numbers 7 & 8. Because there is a pedestrian connection of sidewalk from Lot number 7 to the southerly sidewalk of proposed “Road A” and because there is a pedestrian connection of the sidewalk from lot 8 to the northerly sidewalk of proposed “Road A”. Engineering has no opposition to this potential waiver request

On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to Deny, this waiver request. Motion carried with Mr. McCarthy in opposition.

A request was made of the Board to allow for 2 minor waivers:

a) Allow a 24foot wide paved width to replace the required 26 foot width.

On a motion made by Ms. Hughes, seconded by Mr. Hodge it was voted to Deny, this waiver request. Motion carried

b) Allow a 5 foot wide sidewalk width to replace the required 6' width.
On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to Deny, this waiver request. Motion carried with Mr. McCarthy in opposition.

On am motion made by Mr. Fay, seconded by Mr. Coveney it was voted to approve the Preliminary Subdivision plan as approved by the Engineering Department and as amended by the Planning Board. Motion carried

B. Engineers Report

Mr. Cullen reported that there is a meeting set up including Assistant City Engineer Timothy Collins and the Developer of the Mauro Farms Subdivision. Also in attendance will be the homeowner of 150 Cook Lane. The meeting will address the drainage issues as well as the disturbance created when machinery was moved along an Open Space area that was water logged.

Mr. Cullen also updated the Board on the trenching and utility issues that are currently hampering the Blackhorse Farms Estate progress. The trenching for the street lights has been started in the wrong location conflicting with the approved site plans. Currently City Engineer Cullen is in discussion with the developer to correct the issues.

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

7. Definitive Subdivision Submission: None

8. Signs: None

9. Unfinished Business:

A. Berlin Farms

Mr. Fay will reach out to Mr. Freeman, there is still no movement on completion of this subdivision.

It was noted to keep this item for reporting purposes on the next Planning Board agenda as well.

B. Blackhorse Farms Estate

Information was part of the Engineers Report (Item 5B.)

It was noted to keep this item for reporting purposes on the next Planning Board agenda as well.

C. Ravenswood Road

Mr. Joseph Peznola, Engineer for the project spoke with the Board. The proponent is working closely with the Engineering Department and has reconciled all but 1 comment as of this date.

The accepting roadway (Sudbury St) does not meet the Subdivision Rules and Requirements being only 22 feet wide. There is a possibility of mitigation requested.

The opinion of the proponent is that the site distance requirements have been met and the safety concerns portrayed by the Board relate to Sudbury Street as a whole.

When the roadway entrance was shifted to allow for an even greater sight distance the

reconfiguring of lot 1 resulted in the building envelope being compromised. There is a current land swap in process between the property at 661 Sudbury which is currently controlled by the developer and lot 1 of the intended subdivision. Upon the advice of legal counsel: Sem Akyanian Mr. Peznola presented the Board with a request to withdraw the current Ravenswood subdivision without prejudice.

On a motion made by Ms. Hughes, seconded by Mr. Coveney it was voted to approve the withdrawal without prejudice . Motion carried

10. Informal Discussions: None

11. Correspondence:

A. EENF from VHB regarding Forest Park Proposed Mixed Use Development

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

12. Public Notices of other Cities and Towns:

A. City of Marlborough, City Council, Public Hearing July 8, 2013

B. Town of Hudson, Zoning Board of Appeals, Notice of Decision June 13, 2013

C. Town of Sudbury, Zoning Board of Appeals, Public Hearing July 15, 2013

D. Town of Framingham, Planning Board, Notice of Decision June 13, 2013

E. Town of Framingham, Planning Board, Public Hearing July 11, 2013

F. Town of Framingham, Planning Board, Public Hearing July 11, 2013

G. Town of Hudson, Zoning Board of Appeals, Comprehensive Permit Decision June 13, 2013

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

Adjournment: On a motion made by Mr. Johnson, seconded by Mr. Coveney it was voted to adjourn at 8:24pm.

Respectfully submitted,

Colleen Hughes

/mai



CITY OF MARLBOROUGH RECREATION DEPARTMENT

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

2013 MAY 21 P 3: 51

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

DIRECTOR
David T. Grasso

PROGRAM MANAGER
Charles Thebado

May 8, 2013

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

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

Also attending: Recreation Director David Grasso, Recreation Program Manager, Chuck Thebado and General Foreman of the Forestry, Parks and Cemetery Division Chris White.

Approval of minutes 04-17-2013:

On a motion made by Commissioner Long and seconded by Commissioner Calder, it was unanimously:
VOTED: To approve the 04-17-13 minutes.

Parks Report:

Report received from Chris White on updated status on various fields and recreation facilities.

There was a brief discussion regarding the proposal placing scoreboards up at Farrell Fields at the Hildreth School for the Girls Softball League. A detailed plan of the project was given to all Commission members for their view.

On a motion made by Commissioner Long and seconded by Commissioner Calder, it was unanimously:

VOTED: To approve the Girls Softball League proposal and installation of the scoreboard at Hildreth, in conjunction with coordinating with General Foreman Chris White.

A meeting is schedule with everyone involved to finalized details for the Needham Soccer Tournament. Fields will be remarked for MYSA after the Memorial Day tournament.

The Commission thanked Mr. White for his report.

Recreation Report:

Recreation Director David Grasso and Program Manager Chuck Thebado gave the following updated report: Summer Programs Schedule was handed out, a brief discussion about new programs, summer staffing and sign ups are going well.

Mr. Grasso informed the Commission, we are in the process to finalize all details for the Memorial Day tournament. He also stated that Marlborough Youth Soccer will allow and give permission Needham Soccoer Tournament to use their nets. Hudson Recreation will also allow them to use three of their nets.

Marlborough High School Booster Club was invited to work a concession stand to benefit their club.

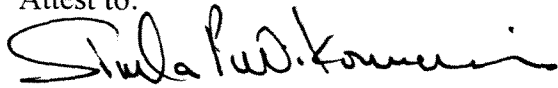
The Commission thanked Mr. Grasso and Mr. Thebado for their updated report.

Old/New Business:

Commissioner Long announced his resignation. He is moving out of Marlborough next month. The Commission and The Recreation Department saddened by his resignation and grateful for the twenty plus years of his dedication and service to the City Of Marlborough residents and Parks and Recreation Commission.

Meeting adjourned at 4:28pm

Attest to:

A handwritten signature in black ink, appearing to read "Simela Perdikomatis". The signature is fluid and cursive, with a large initial "S" and a long, sweeping underline.

Simela Perdikomatis
Senior Clerk/Comm. Secretary

Marlborough Community Development Authority

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CITY OF MARLBOROUGH

MINUTES

2013 AUG 21 P 4: 51

**Thursday, July 25, 2013, 8:30 a.m.
140 Main St., Mayor's 4th FL Conference Room**

Members Present: Mayor Vigeant, Lynn Faust, Eric Asman, Sally Swartz, Diane Smith, Joyce Torelli

Also Present: Doug Bushman, Anne Marie Blake

Absent: Tom Able, Steve LeDuc and Steve Vigeant

Meeting opened at 8:32 by Mayor Vigeant.
Minutes of last meeting accepted.
Housing and CDA bills payable approved.

Housing Director's Report:

Doug discussed the HUD Shortfall Funds to cover funding reductions for Landlord payments. A meeting was held on July 17 with Power Options and Sun-Edison with John Ghiloni to look at proposals for net metering for Housing. John is going to engage a consultant. The Mayor said the City is also included in this proposal. The final HLAPP submission has been sent to DHCD. The Board approved the Maintenance Wage Increases of 2%. Doug reported on the completed Capital Improvement projects. The Pleasant St. boiler project is underway. Andrew Skoog, the Intern working in Housing has been working on obtaining permission to destroy records older than 10 years from the Records Conservation Board. Doug's report was approved.

Financial Manger's Report:

Anne Marie discussed the Breezeway Farm report. She discussed the full housing rehab case and the add'l work needed. She also discussed the add'l work needed in the Hudson case with regard to the mold issue and the causes and remediation of same. She asked for the use of additional program income of up to \$15,000 – approved. A lengthy discussion on Clinton St followed. The Board approved \$900 to hire a designed to produce a floor plan suitable for bidding. The Board decided to move forward with the bidding of the modular home and believes we can get a bid within our current budget. A discussion on prevailing wages ensued and how to reduce the expense. The Board again discussed the possibility of using an existing non-profit agency. The Mayor said he will talk to our State Rep about the possibility of obtaining an exemption to build an affordable home. The Board approved a subordination request. The Board tabled the Comcast request as it was no longer applicable. The Board approved a 2% cost of living increase for the financial manager effective 7/1/13 to coincide with the city. The Board said Anne Marie's raise should always be attached to the city without yearly votes. Linda Overing will continue for the month of August and be paid from the CDA. The Financial Manager and Breezeway reports were approved.

Meeting adjourned at 9:20. Respectfully submitted, Anne Marie Blake



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Providence, RI 02940-9690

Toll Free: 1-888-70-AMICA
(1-888-702-6422)
Fax: 1-508-366-0114

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CITY OF MARLBOROUGH

2013 JUL 24 A 10: 54

July 23, 2013

Marlborough City Hall
140 Main Street
Marlborough MA 01752

File Number: 60001579536
Date of Loss: 06/23/2013
Owner/ Insured: Philip Lioio
Street: 19 Preston Street
Town: Marlborough
Type of Loss: Sewer back up

To Whom This May Concern:

Please be advised that we insure the above named individual(s). A claim has been made for Damage to Real Property and as the insurer; we are presently in the process of adjusting the loss.

We are mandated to comply with Massachusetts General Laws, Chapter 139 and as such, if there are any present liens on the above property, please notify us within 10 days of receipt of this letter. If we do not hear from you, we will be under no obligation to pay you any portion of this claim.

Sincerely,

Jodi A. Vasquez

Jodi A. Vasquez AIC
Claims Department
888-702-6422 x21110
JVASQUEZ@AMICA.COM





Claims Processing - Amica Scan Center
PO Box 9690
Providence, RI 02940-9690

Toll Free: 1-800-59-AMICA
(1-800-592-6422)
Fax: 1-888-818-9104

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2013 AUG 19 A 9:59

August 16, 2013

City of Marlborough Clerk
140 Main St.
Marlborough, MA 01752

File Number: 60001598576
Date of Loss: 08/15/2013
Owner/ Insured: Joseph A. Bisol
Street: 212 Hudson St.
Town: Marlboro
Type of Loss: Water

To Whom This May Concern:

Please be advised that we insure the above named individual(s). A claim has been made for Damage to Real Property and as the insurer; we are presently in the process of adjusting the loss.

We are mandated to comply with Massachusetts General Laws, Chapter 139 and as such, if there are any present liens on the above property, please notify us within 10 days of receipt of this letter. If we do not hear from you, we will be under no obligation to pay you any portion of this claim.

Sincerely,

Bryce A. Wahl

Bryce A. Wahl
Claims Department
800-592-6422 x21831
BWAHL@AMICA.COM



cc: Legal



The Hanover Insurance Company
Citizens Insurance Company of America

Property Unit
PO Box 15147
Worcester MA 01615-0147
Telephone: 800-628-0250 Ext: 5544
Fax Number: 508-926-5660

August 07, 2013

CITY CLERK'S OFFICE
140 MAIN ST
MARLBOROUGH MA 01752

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2013 AUG 14 A 10:03

Re: Our Insured: Kevin Lynch
Policy Number: HPN 7043557
Claim Number: 15-00147597 001
Date of Loss: 07/28/2013
Property Address: 96 WARREN AVENUE MARLBOROUGH MA

To whom it may concern :

Claim has been made involving loss, damage or destruction of the above captioned property, which may either exceed \$1,000.00 or cause Mass. General Laws, Ch. 143, Sec. 6 to be applicable. If any notice under Mass. General Laws, Ch. 139, Sec. 3B is appropriate, please direct it to the attention of the undersigned and include a reference to the captioned insured, location, policy number, date of loss, and claim number.

On this date, I caused copies of this notice to be sent to the persons named above at the addresses indicated above by first class mail.

Sincerely,
Kristin Hipp

Kristin Hipp
Inside Property Adjuster
Citizens Insurance Company of America
508-855-5544

*cc: Legal
Das*