

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2013 JUL -3 P 4: 57

1. Minutes of the City Council Meeting, June 17, 2013.
2. PUBLIC HEARING On the Application for Special Permit from Attorney Mitrakas on behalf of 587 Bolton St., Inc. to serve food outdoors as the Bolton St. Tavern is located in an LI zone, 587 Bolton St., Order No. 13-1005456.
3. Communication from the Mayor re: Stanton Foundation Grant in the amount of \$25,000.00 awarded to the Police Department to launch City's first ever "K-9" Program.
4. Communication from the Mayor re: Inter-Municipal Agreement with the Town of Hudson regarding emergency connection to the Massachusetts Water Resources Authority (MWRA) water supply system for the purposes of supplementing Hudson's Water supply on a temporary basis.
5. Communication from the Mayor re: 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.
6. Proposal submitted by City Councilor Joseph F. Delano, Jr.: 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.
7. 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.
8. 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.
9. Minutes, Senior Center Advisory Committee, April 25, 2013.
10. Minutes, Traffic Commission, May 28, 2013.
11. CLAIMS:
 - A. Sergio Gonzalez, 56 Deven St. #2F, other property damage
 - B. Bartolo Frullo, 6 Jefferson St., other property damage

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:



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

JUNE 17, 2013

Regular meeting of the City Council held on Monday, JUNE 17, 2013 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors Present: Pope, Oram, Robey, Delano, Jenkins, Elder, Tunnera, Seymour, Clancy, and Landers. Absent: Ossing. Meeting adjourned at 9:08 PM.

ORDERED: That Council President Pope requested a moment of silence in honor of a true friend to the City of Marlborough, and our Commonwealth, former Governor Paul Cellucci, who passed away earlier this month after a courageous battle with ALS (Lou Gehrig's Disease), **FILE**; adopted.

ORDERED: That the Mayor and City Council President presented City Scholarships certificates to the following students, **FILE**; adopted.

Caroline Brassard
60 Applewood Drive
Marlborough High School

Andrew Clark
76 Porter Road
Assabet Valley

Alejandro Martinez Jr.
46 South Street
Assabet Valley

ORDERED: That the minutes of the City Council Meeting JUNE 3, 2013, **FILE**; adopted.

ORDERED: That the **PUBLIC HEARING** On 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., Order No. 13-1005426, all were heard who wish to be heard, hearing recessed at 8:18 p.m.; adopted.

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

Absent: Councilor Ossing

ORDERED: That the Appointments 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 City Council, refer to **PERSONNEL COMMITTEE**; adopted.

ORDERED: That the following notification from the City Clerk re: 2013 Special State Election Call, **FILE**; adopted.

That the City Clerk be and is herewith directed to have proper notices issued notifying the VOTERS of the City of Marlborough that the **SPECIAL STATE ELECTION** will be held in the polling locations as noted below on **JUNE 25, 2013** as follows: Senator in Congress.

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

POLLING LOCATIONS ARE AS FOLLOWS:

| | |
|---------------------------|---|
| WARD ONE: Prec. 1 and 2 | Francis J. Kane School, 520 Farm Rd. |
| WARD TWO: Prec. 1 and 2 | Francis J. Kane School, 520 Farm Rd. |
| WARD THREE: Prec. 1 | Masonic Hall, 8 Newton St. (corner of Main/Newton Sts.), rear |
| WARD THREE: Prec. 2 | Raymond J. Richer School, 80 Foley Rd., Cafetorium |
| WARD FOUR: Prec. 1 and 2 | Boys & Girls Club, 169 Pleasant St. |
| WARD FIVE: Prec. 1 | Senior Center, 250 Main St. |
| WARD FIVE: Prec. 2 | Masonic Hall, 8 Newton St. (corner of Main/Newton Sts.), rear |
| WARD SIX: Prec. 1 and 2 | ILT Charles W. Whitcomb School, 25 Union St., Library |
| WARD SEVEN: Prec. 1 and 2 | Hildreth School Gymnasium, 85 Sawin St. |

ORDERED: That the Communication from Planning Board re: Country Club Estates Subdivision (Stow Rd., Robert Rd., and Country Club Circle), Proposed Taking of Permanent Easements, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That the Communication from City Solicitor, Donald Rider, re: McDonalds USA, LLC Special Permit, 155 Boston Post Rd. West in proper legal form, Order No. 13-1005341B, **MOVED TO ITEM 22**; adopted.

ORDERED: That there being no objection thereto set **Monday, July 22, 2013** as date for a **PUBLIC HEARING** on the Petition from National Grid to install a Pull Box in the sidewalk at the intersection of Daniels Rd. and Graves Ln. and to install a 2-3" PVC duct tape in the sidewalk from existing Riser to Pull Box, refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Communication from USAT Certified Race Director, Mark Walter, re: 4th Annual Westborough Sprint Triathlon, **FILE AND REFER TO CHIEF LEONARD**; adopted.

ORDERED: That the Communication from Central Massachusetts Mosquito Control Project re: Investigating Resident's Complaints, **FILE AND REFER TO THE MAYOR'S OFFICE SO THAT PROPER NOTIFICATION CAN BE PUBLISHED ON CITY'S WEBSITE TO INFORM THE MEDIA**; adopted.

ORDERED: That the Minutes, Community Development Authority, February 28, March 28 and April 25, 2013, **FILE**; adopted.

ORDERED: That the Communication from Hanover Insurance Group on behalf of Kevin Lynch re: Property Damage, 96 Warren Ave., **FILE AND REFER TO LEGAL DEPARTMENT**; adopted.

ORDERED: That the Communication from Amica Insurance on behalf of Randeep Ghai re: Property Damage, 43 Violetwood Circle, **FILE AND REFER TO LEGAL DEPARTMENT**; adopted.

ORDERED: That the Communication from Wilber Insurance Service Enterprises, on behalf of Metlife and their insured Dawn and Lawrence Metcalf, Property Damage, 15 Brimsmead St., **FILE AND REFER TO LEGAL DEPARTMENT**; adopted.

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

- A. John Comeau, 48 Oakcrest Ave., residential mailbox claim 2(a)
- B. Dino's Trattoria, 277 Main St., other property damage

Suspension of the Rules requested – granted

ORDERED: That the Snow and Ice transfer request in the amount of \$1,580,000.00 which moves funds from Undesignated to Overtime-Snow & Ice, Snow Removal and Operating Expenses, **APPROVED**; adopted.

| DEPT: | DPW | | | FISCAL YEAR: | | | 2013 | |
|----------------|---|--------|----------------------|--------------|----------|--------|----------------------|-------------------|
| Amount | Org Code | Object | Account Description: | Amount | Org Code | Object | Account Description: | Available Balance |
| \$1,580,000.00 | 10000 | 35900 | Undesignated Fund | \$235,655.44 | 14001203 | 51390 | Overtime-Snow & Ice | -\$235,655.44 |
| Reason: | To fund the snow & ice deficit for FY13 | | | | | | | |
| | | | | \$603,556.13 | 14001206 | 52960 | Snow Removal | -\$603,556.13 |
| Reason: | | | | | | | | |
| | | | | \$740,788.43 | 14001206 | 57040 | Operating Expenses | -\$737,520.73 |

Suspension of the Rules requested - granted

ORDERED: That Various Year-End Intra-Department transfer requests in the amount of \$403,105.70 which moves funds from and to various accounts as noted on the attached spreadsheets to cover expenses and balance accounts for FY13, **APPROVED**; adopted.

| CITY OF MARLBOROUGH BUDGET TRANSFERS -- | | | | | | | | | |
|--|------------|----------|--------|----------------------------|--|----------|--------|-----------------------|-------------------|
| DEPT: | | | | | FISCAL YEAR: | | | | |
| FROM ACCOUNT: | | | | | TO ACCOUNT: | | | | |
| Available Balance | Amount | Org Code | Object | Account Description: | Amount | Org Code | Object | Account Description: | Available Balance |
| \$3,162.00 | \$2,000.00 | 14001503 | 51920 | Sick Leave Buy Back -F/P/C | \$2,000.00 | 14001503 | 51470 | Interim Foreman-F/P/C | \$2,586.00 |
| Reason: Entitled employee ineligible for payment | | | | | Funds needed for contractual coverage for remainder of FY 13 | | | | |
| \$52,990.00 | \$1,000.00 | 60081001 | 50850 | Sewer Tr. Plt. Operator | \$1,000.00 | 60081003 | 51310 | Overtime-Regular | \$1,371.00 |
| Reason: Due to vacancy | | | | | Higher than anticipated system repairs/storm event cost | | | | |
| \$16,053.00 | \$1,000.00 | 60085006 | 55980 | West Waste Water Tr. | \$1,000.00 | 60085003 | 51310 | Overtime-Regular | \$1,688.00 |
| Reason: Due to reduction in chemical use | | | | | Higher than anticipated system repairs/storm event cost | | | | |

| CITY OF MARLBOROUGH BUDGET TRANSFERS -- | | | | | | | | | |
|---|------------|----------|--------|----------------------|--|----------|--------|----------------------|-------------------|
| DEPT: Police | | | | | FISCAL YEAR: FY2013 | | | | |
| FROM ACCOUNT: | | | | | TO ACCOUNT: | | | | |
| Available Balance | Amount | Org Code | Object | Account Description: | Amount | Org Code | Object | Account Description: | Available Balance |
| \$23,881.00 | \$1,000.00 | 12100003 | 51920 | Sick Leave Buy Back | \$1,000.00 | 12100003 | 51490 | Holiday | \$26,981.00 |
| Reason: Surplus due to less buy back than anticipated | | | | | Anticipate needing funds based on remaining holiday avg. pay | | | | |
| \$23,881.00 | \$1,500.00 | 12100003 | 51920 | Sick Leave Buy Back | \$1,500.00 | 12100006 | 55882 | Meals for Prisoners | \$23.48 |
| Reason: Surplus due to less buy back than anticipated | | | | | More long term prisoners than anticipated | | | | |

| CITY OF MARLBOROUGH BUDGET TRANSFERS -- | | | | | | | | | |
|--|-------------|----------|--------|----------------------|---------------------|----------|--------|----------------------|-------------------|
| DEPT: Public Facilities | | | | | FISCAL YEAR: 2013 | | | | |
| FROM ACCOUNT: | | | | | TO ACCOUNT: | | | | |
| Available Balance | Amount | Org Code | Object | Account Description: | Amount | Org Code | Object | Account Description: | Available Balance |
| \$122,057.27 | \$80,000.00 | 11920006 | 52200 | Natural gas | \$80,000.00 | 11920006 | 52120 | Electricity | \$210,193.87 |
| Reason: Warm temperature/lower therm rate | | | | | insufficient budget | | | | |
| \$39,915.48 | \$8,000.00 | 11920001 | 50560 | Custodian | \$8,000.00 | 11920006 | 53420 | Telephone | \$36,783.07 |
| Reason: open position | | | | | | | | | |
| \$39,915.48 | \$1,116.55 | 11920001 | 50560 | custodian | \$1,116.55 | 11920002 | 50520 | Principal clerk | \$1,996.24 |
| Reason: open position | | | | | | | | | |
| \$39,915.48 | \$14,367.15 | 11920001 | 50560 | Custodian | \$14,367.15 | 11920001 | 50292 | Bldg Maint Craftsmen | \$14,621.25 |
| Reason: open position | | | | | | | | | |

| CITY OF MARLBOROUGH BUDGET TRANSFERS -- | | | | | | | | | |
|---|--------------|-----------|--------|----------------------|--|-----------|--------|----------------------|-------------------|
| DEPT: | | | | | FISCAL YEAR: | | | | |
| FROM ACCOUNT: | | | | | TO ACCOUNT: | | | | |
| Available Balance | Amount | Org Code | Object | Account Description: | Amount | Org Code | Object | Account Description: | Available Balance |
| \$454,218.00 | \$200,000.00 | *11990006 | 51500 | Fringe | \$200,000.00 | 11960006 | 51710 | Workers Comp | \$0.00 |
| Reason: Funds available due to fewer employees retiring | | | | | More injuries then projected | | | | |
| \$454,218.00 | \$10,000.00 | *11990006 | 51500 | Fringe | \$10,000.00 | *11330006 | 53460 | Postage | \$23,463.47 |
| Reason: Funds available due to fewer employees retiring | | | | | Required to mail FY 14 tax bills in June | | | | |
| \$454,218.00 | \$7,400.00 | *11990006 | 51500 | Fringe | \$7,400.00 | *13102006 | 53080 | Audit Services | \$0.00 |
| Reason: Funds available due to fewer employees retiring | | | | | Audit services exceeded budgeted amount | | | | |
| \$454,218.00 | \$29,722.00 | *11990006 | 51500 | Fringe | \$29,722.00 | *17110006 | 59964 | 2012 Multi Bond Pmt | \$474,833.00 |
| Reason: Funds available due to fewer employees retiring | | | | | Bond Payments exceeded forecasted amount on new bond | | | | |
| \$454,218.00 | \$46,000.00 | *11990006 | 51500 | Fringe | \$46,000.00 | *13100003 | 51753 | Medicare Pmts | \$54,491.00 |
| Reason: Funds available due to fewer employees retiring | | | | | More employees paying Medicare taxes | | | | |

Suspension of the Rules requested - granted

ORDERED: That the Public Facilities transfer request in the amount of \$100,000.00 which moves funds from Hurricane Sandy and Sewer-Loan Origination Fee to Electricity to cover increased utility costs for the remainder of the fiscal year, **APPROVED**; adopted.

| CITY OF MARLBOROUGH BUDGET TRANSFERS -- | | | | | | | | | |
|--|-------------|-----------|--------|----------------------------|---------------------|-----------|--------|----------------------|-------------------|
| DEPT: | | | | | FISCAL YEAR: | | | | |
| FROM ACCOUNT: | | | | | TO ACCOUNT: | | | | |
| Available Balance | Amount | Org Code | Object | Account Description: | Amount | Org Code | Object | Account Description: | Available Balance |
| \$35,093.17 | \$35,000.00 | *11990006 | 53023 | Hurricane Sandy | \$100,000.00 | *11920006 | 52120 | Electricity | \$210,193.87 |
| Reason: Excess funds | | | | | Insufficient budget | | | | |
| \$153,315.00 | \$65,000.00 | *60019906 | 58891 | Sewer-Loan Origination Fee | | | | | |
| Reason: Excess funds | | | | | | | | | |

Suspension of the Rules requested - granted

ORDERED: That the Building Department transfer request in the amount of \$17,500.00 which moves funds from Stabilization-Building Department and Stabilization-Inspectional Services to Inspections-Contract Services to allow the Building Commissioner to hire professional consultants to assist his office in completing several complex design reviews so that building permits may be issued in a timely manner, be and is herewith **NOT APPROVED DUE TO INSUFFICIENT VOTES**; adopted.

| CITY OF MARLBOROUGH BUDGET TRANSFERS -- | | | | | | | | | |
|--|-------------|----------|--------|-------------------------------------|--------------|-----------|--------|-------------------------------|-------------------|
| DEPT: | | | | | FISCAL YEAR: | | | | |
| FROM ACCOUNT: | | | | | TO ACCOUNT: | | | | |
| Available Balance | Amount | Org Code | Object | Account Description: | Amount | Org Code | Object | Account Description: | Available Balance |
| \$17,000.00 | \$17,000.00 | *83600 | 32703 | Stabilization-Building Dept | \$17,500.00 | *12410004 | 53140 | Inspections-Contract Services | \$0.00 |
| Reason: To fund additional inspections | | | | | | | | | |
| \$500.00 | \$500.00 | *83600 | 32717 | Stabilization-Inspectional Services | | | | | |
| Reason: To fund additional inspections | | | | | | | | | |

Suspension of the Rules requested - granted

ORDERED: That pursuant to Chapter 44, section 31D of the General Laws of the Commonwealth of Massachusetts, which authorizes the City to incur liability and make expenditures for any fiscal year in excess of appropriation for snow and ice removal, the City Council of the City of Marlborough, upon the recommendation of the Mayor, approves expenditures up to \$750,000 in excess of available appropriation for snow and ice removal for fiscal year 2014, **APPROVED**; adopted.

Suspension of the Rules requested - granted

ORDERED: That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does, to be effective during fiscal year 2014, re-authorize the revolving fund utilized by the Public Facilities Department. It is further ordered that:

- (a) departmental receipts credited to the fund shall be limited to lease payments and fees due the City from owners of antennae and related telecommunications equipment on property that is maintained by, or assigned or transferred to be maintained by, the Public Facilities Department, unless otherwise directed by the General Laws; and
- (b) expenditures from said fund shall be limited to the maintenance and related expenses for Sligo Hill and Stevens Park; and
- (c) the Director of Public Facilities shall be the only officer authorized to approve expenditures from the same; and
- (d) no more than three hundred thousand dollars shall be expended during Fiscal Year 2014, unless otherwise authorized by the City Council and Mayor; and
- (e) the Director of Public Facilities shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and
- (f) no provisions of this order shall be changed unless approved by the Mayor and City Council.

APPROVED; adopted.

Suspension of the Rules requested - granted

ORDERED: That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does hereby authorize a revolving fund during fiscal year 2014 for park and recreational facility maintenance and improvement purposes to be administered through the Department of Public Works. It is further ordered that:

- (a) departmental receipts credited to the fund, unless otherwise directed by the General Laws, shall be limited to: 1) payments, fees and/or rental income due the City from owners of antennae and related telecommunications equipment located or co-located at the wireless communications facility situated on property under the care, custody, management and control of the Department of Public Works at the Easterly Wastewater Treatment Plant at 860 Boston Post Road in Marlborough or any land adjacent thereto; and 2) lease payments and fees due the City from owners of antennae and related telecommunications equipment located on Fairmount Hill; and
- (b) that expenditures from said fund shall be limited to the maintenance and improvement of municipal parks and municipal recreational facilities; and
- (c) that the Commissioner of Public Works shall be the only officer authorized to approve expenditures from the fund; and
- (d) no more than \$50,000.00 shall be expended during fiscal year 2014, unless otherwise authorized by the City Council and Mayor; and
- (e) the Commissioner of Public Works shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and
- (f) no provisions of this order shall be changed unless approved by the Mayor and City Council.

APPROVED; adopted.

Suspension of the Rules requested - granted

ORDERED: That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does, to be effective during fiscal year 2014, re-authorize a revolving fund to be utilized by the Mayor. It is further ordered that:

- (a) receipts credited to the fund shall be limited to an emergency dispatch fee due the City pursuant to its contract with Patriot Ambulance, unless otherwise directed by the General Laws; and
- (b) expenditures from said fund shall be limited to public safety training; and
- (c) the Mayor shall be the only officer authorized to approve expenditures from the same; and
- (d) no more than forty-five thousand dollars shall be expended during Fiscal Year 2014, unless otherwise authorized by the City Council and Mayor; and
- (e) the Mayor shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and

(f) no provisions of this order shall be changed unless approved by the Mayor and City Council.

APPROVED; adopted.

Suspension of the Rules requested – granted to allow the Mayor to speak.

Suspension of the Rules requested – granted to allow following Communication to be read:

ORDERED: That Building Department transfer request in the amount of \$70,000.00 which moves fund from Undesignated to Inspections-contract Services to fund contract services for an outside building code and plan review of large scale building projects, **APPROVED**; adopted.

FROM:

| | |
|--------------------|-------------|
| Acct. 10000-35900 | \$70,000.00 |
| Undesignated Funds | |

TO:

| | |
|------------------------------|-------------|
| Acct. # 12410004-53140 | \$70,000.00 |
| Inspection-Contract Services | |

ORDERED: That the Application for Junk Dealer's License, Michael Komapovsky, d/b/a Aarus Art Gallery, 305 Lincoln St., **APPROVED**; adopted.

ORDERED: That the Application for Fuel Storage License, Partners HealthCare System, Inc., off of Forest Street, to store 60,000 gallons above ground diesel fuel, **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer's License, Tony Bitar, d/b/a Hannoush Jewelers, 601 Donald Lynch Blvd., **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer's License, Roman Kimyagarov, d/b/a Arthur & Sons Shoe Repair, 107 Main St., **APPROVED**; adopted.

ORDERED: That the Application of Best Buy Store #1966, 601 Donald Lynch Blvd. for Renewal of Junk Dealer's License, **APPROVED**; adopted.

ORDERED: That the Application of Best Buy Store #820, 769 Donald Lynch Blvd. for Renewal of Junk Dealer's License, **TABLED**; adopted.

ORDERED: That no formal application to modify the City Council's 1987 special permit concerning the Indian Hill development is required to be filed by the developer, Indian Development Corp., relative to the prospective change in the City's legal interest in a 20-acre open space parcel located at Indian Hill, from a conservation restriction to acquiring the fee interest in that 20-acre parcel, which fee acquisition would also include the City's acquisition of an approximately 10' wide pedestrian access easement appurtenant to the 20-acre parcel and connecting it to Callahan State Park; and

That the Mayor is authorized to execute an agreement with the developer for relocating the said pedestrian access easement, **APPROVED**; adopted.

Yea: 9 - Nay: 0 – Abstained: 1 – Absent: 1

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

Abstained: Jenkins

Absent: Ossing

DECISION ON A SPECIAL PERMIT**IN CITY COUNCIL**

Special Permit
McDonald's USA, LLC
Order No. 13-1005341C

**DECISION ON A SPECIAL PERMIT
CITY COUNCIL ORDER NO. 13-1005341C**

The City Council of the City of Marlborough hereby GRANTS the application for a Special Permit to McDonald's USA, LLC for a drive-through facility at the existing restaurant at 155 Boston Post Road West, Marlborough, MA, as provided in this Decision and subject to the following Procedural Findings and Findings of Facts and Conditions.

FINDINGS OF FACT AND RULING

1. McDonald's USA, LLC, One McDonald's Plaza, Oak Brook, IL 60523, has a Northeast Region office located at 690 Canton Street, Westwood, MA 02090, and is hereinafter referred to as the "Applicant."
2. The Applicant is a subsidiary of McDonald's Corporation, One McDonald's Plaza, Oak Brook, IL 60523 which owns the premises known and numbered as 155 Boston Post Road West, Marlborough, Massachusetts and further described on Marlborough Assessor's Maps as Map 78, Lot 15 (hereinafter, the "Site"). As the operator of the existing McDonald's restaurant and drive-through located at the Site, the Applicant proposes to remodel the restaurant and reconfigure the existing drive-through lane at the Site (hereinafter, the "Project").
3. Applicant has filed with City Clerk of the City of Marlborough an application for a Special Permit (hereinafter, the "Application"). Pursuant to Sections 650-14.B and 650-17 of the Zoning Ordinance of the City of Marlborough (2008 Code), Applicant is seeking permission for a drive-through facility, since they are proposing to rebuild the existing drive-through, and the original construction pre-dated the need to obtain a special permit.
4. The Site is located in the Business zoning district as determined by the Zoning Map of the City of Marlborough.
5. In connection with the Application, Applicant has submitted a certified list of abutters, filing fees, and a detailed site plan titled "Site Development Plans for Proposed McDonald's with Drive-Thru, Location of Site: 155 Boston Post Road West, City of Marlborough, Middlesex County, Massachusetts, Map 78, Lot 15", prepared for McDonald's, drawn by Bohler Engineering, 352 Turnpike Road, Southborough, MA, scale 1"=20', dated February 18, 2013 (hereinafter, the "Plans").

6. The Plans were certified by the Building Inspector of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, as having complied with Rule 4, items (a) through (m), of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.

7. Pursuant to the Rules and Regulations of the City Council for the City of Marlborough and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for public hearing on the Application and the City Clerk for the City of Marlborough caused notice of the same to be advertised and determined that notice of the same was provided to abutters entitled thereto in accordance with applicable regulations and law.

8. The Marlborough City Council, pursuant to Massachusetts General Laws, Chapter 40A, held a public hearing on the application on Monday, April 8th, 2013.

9. Applicant, through its civil engineering consultant, presented testimony at the public hearing detailing the application, describing its impact upon municipal services, the neighborhood, and traffic. No individual in attendance at the public hearing spoke in opposition to the project.

10. The Applicant intends the proposed drive-through reconfiguration to improve site circulation by eliminating the ability to cut into the drive-through for cars entering the site at Northborough Road. Under the proposed conditions, the Applicant intends that vehicles will need to circulate the building in order to enter the drive-through, in order to avoid the potential stacking issue.

**BASED ON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING
FINDINGS AND TAKES THE FOLLOWING ACTIONS**

A. Applicant has complied with all Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.

B. The City Council finds that the proposed use of the Site is an appropriate use and in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein. The City Council makes these findings subject to the completion and adherence by Applicant, its successors and/or assigns to the conditions more fully set forth herein.

C. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby GRANTS Applicant a Special Permit to reconstruct and operate the drive-through lane as shown on the Plans filed, **SUBJECT TO THE FOLLOWING CONDITIONS**, which conditions shall be binding on Applicant, its successors and/or assigns:

1. Construction of all structures on the Site is to be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts, and shall be built according to the Plans as may be amended during Site Plan Review.

2. The issuance of the Special Permit is further subject to detailed Site Plan Review in accordance with the City of Marlborough site plan review ordinance prior to the issuance of the building permit. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions attached to the building permit, and no occupancy permit shall be issued until Applicant has complied with all conditions. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Plans submitted, reviewed and approved by the City Council as the Special Permit Granting Authority. Any changes to the Plans which alter the traffic patterns or landscaping, or reduce the overall green space of the Project, will require subsequent approval by the City Council.

3. Applicant, its successors and/or assigns agrees to comply with all municipal, state, and federal rules, regulations, and ordinances as they may apply to the construction, maintenance, and operation of Applicant's facility.

4. The locations and design of signage shall be reviewed and approved by the City of Marlborough during Site Plan Review in accordance with the sign ordinance of the City of Marlborough without variance therefrom. Notwithstanding the foregoing, in no event shall the signage contain a so-called electronic message board or LCD components. The existing internally illuminated readerboard can remain. It is a further condition that the location of the signage shall not be substantially different than that shown on the Plans submitted herewith, allowing, however, for minor changes in the field so as to avoid conflicts with existing City infrastructure.

5. The location and placement of pavement markings and traffic directional signage shall be reviewed and approved by the City of Marlborough during Site Plan Review in accordance with applicable rules and regulations of the City of Marlborough.

6. All illuminations of individual parking lot light fixtures shall not be modified from the existing condition without prior approval by the Site Plan Review Committee.

7. There shall be no overnight parking at the Site, except that parking which is incidental to the continued 24-hour site operations shall be allowed.

8. The existing stormwater system is proposed to remain and be unaltered. However, upon issuance of the Special Permit, the applicant, its successors and/or assigns shall monitor the existing catch basins on a semi-annual basis, and shall give reports to the City Engineer as requested. The catch basins are to be cleaned by Applicant, its successors and/or assigns annually, or at more frequent intervals as determined necessary by the City Engineer.

9. Applicant, its successors and/or assignees agrees to maintain the Project landscaping substantially in conformance with the Plans as submitted to the City Council and/or the City Council's Urban Affairs Committee as may be amended during Site Plan Review.

10. The drive-through shall employ a speaker system of a quality that seeks to minimize the noise emanating from the speaker system and with full compliance of the noise ordinance of the City of Marlborough. The drive-through audio speakers also shall not produce noise at the property line greater than that which would be allowed at the property line in a Residential zoning district, in accordance with the noise ordinance of the

11. The existing Site driveways will not be changed by this Project, and driveway permitting with the local or State highway departments is not required.

12. All plans, photo renderings, site evaluations, briefs and other documentation provided by Applicant as part of the Application, and as amended during the application/hearing process before the City Council and/or the City Council's Urban Affairs Committee, are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.

13. Notwithstanding condition #1 above, the Site Plan Review Committee may make engineering changes to the Plans, so long as said changes do not change the use of the Project as approved herein, or materially increase the impervious area of the Project, reduce the green area, alter traffic flow or increase the size of the building shown on the Plans.

14. Parking areas will be swept and maintained by Applicant, its successors and/or assigns as necessary. Applicant, its successors and/or assigns shall be responsible for providing, installing and maintaining all signage or markings required by the Marlborough Traffic Commission. Such signage or markings shall meet the standards of the Manual on Uniform Traffic Control Devices.

15. The hours of operation for the restaurant will continue to be 24 hours per day, 7 days per week.

16. The hours of operation for the drive-through facility will continue to be 24 hours per day, 7 days per week.

17. Any work performed within the public way on Boston Post Road West shall be done by Applicant, its successors and/or assigns during off-peak hours and, prior to commencement of such work, Applicant, its successors and/or assigns shall provide a traffic management plan relating to the same for approval by the Engineering Division of the City's Department of Public Works.

18. All trenching shall be in compliance with Massachusetts law and pursuant to permits issued by the Engineering Division of the City's Department of Public Works.

19. During construction, no vehicles shall be staged on public ways.

20. In accordance with the provisions of M.G.L. c. 40A, § 11, Applicant, its successors and/or assigns at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and before Applicant, its successors and/or assigns has applied to the Building Inspector for a building permit concerning the Project. Applicant, its successors and/or assigns shall also furnish proof of recording to the City Solicitor’s Office and the City Council immediately subsequent to recording.

Yea: 10- Nay: 0 – Absent: 1

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

Absent: Ossing

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 125, ENTITLED “PERSONNEL,” AS FOLLOWS:

| POSITION | EFFECTIVE DATE | MINIMUM 1 st 6 mos. | STEP 1 2 nd 6 mos. | STEP 2 Next 12 mos. | MAXIMUM |
|-----------------------|----------------|--------------------------------|-------------------------------|---------------------|------------|
| Comptroller/Treasurer | 7/1/13 | 101,695.70 | 105,763.28 | 109,994.07 | 114,393.83 |

Councilor Seymour abstained

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

ORDERED: That the Communication from the Planning Board regarding favorable recommendation of Medical Marijuana Dispensing Facilities – Zoning Moratorium **MOVED TO ITEM 25**; adopted.

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

1. Section 650-5, entitled “Definitions; Word Usage,” is hereby amended by adding to said Section the following definition:

MEDICAL MARIJUANA TREATMENT CENTER: A not-for-profit entity, as defined by Massachusetts law only, registered under Massachusetts law, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers, shall be deemed a “Medical Marijuana Treatment Center” and subject to the temporary moratorium under Section 650-32 of this ordinance.

2. A new Section 650-32, entitled “TEMPORARY MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS,” is hereby added, as follows:

650-32 TEMPORARY MORATORIUM ON MEDICAL MARIJUANA TREATMENT CENTERS

A. Purpose.

By vote at the State election on November 6, 2012, the voters of the Commonwealth approved a law regulating the acquisition, cultivation, possession, processing (including development of related products such as food, tinctures, aerosols, oils, or ointments), transference, transportation, sale, distribution, dispensing, and administering of marijuana, products containing marijuana, related supplies, or educational materials, for medical purposes. The law provided that it became effective on January 1, 2013 and that the Massachusetts Department of Public Health (“MDPH”) is required to issue regulations regarding the law’s implementation within 120 days of the law’s effective date. Currently under the City’s Zoning Ordinance, a medical marijuana treatment center is not a permitted use in the City, and any regulations to be promulgated by MDPH are expected to provide guidance to the City in regulating medical marijuana, including medical marijuana treatment centers.

The regulation of medical marijuana treatment centers raises novel and complex legal, planning, and public safety issues, and the City needs time to study and consider the regulation of such centers and those issues, as well as to address the potential impact of MDPH regulations on local zoning and to undertake a planning process to consider amending the Zoning Ordinance regarding the regulation of such centers and other uses related to such regulation. The City intends to adopt a temporary moratorium on the use of land and structures in the City for the purpose of medical marijuana treatment centers, so as to allow the City sufficient time to engage in a planning process to address the effects of such use, and to enact ordinances in a manner consistent with sound land use planning goals and objectives.

B. Temporary Moratorium.

For the reasons sets forth above, and notwithstanding any other provision of the Zoning Ordinance to the contrary, the City hereby adopts a temporary moratorium on the use of land or structures for a medical marijuana treatment center. In no case shall the acquisition, cultivation, possession, processing (including development of related products such as food, tinctures, aerosols, oils, or ointments), transference, transportation, sale, distribution, dispensing, and administering of marijuana, products containing marijuana, related supplies, or educational materials, for medical purposes be considered accessory to any use permitted in the City. The moratorium shall be in effect through June 30, 2014. During the moratorium period, the City shall undertake a planning process to address the potential impacts of medical marijuana in the City, shall consider MDPH regulations regarding such centers and related uses, and shall consider amending its Zoning Ordinance to address the impact and operation of such centers and related uses.

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

Councilor Robey requested that the Council President send a letter to the MAPC (Metropolitan Area Planning Council)asking for their help in conducting a study to ensure zoning compliancy.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:08 PM.



IN CITY COUNCIL

JUNE 3, 2013

Marlborough, Mass., _____

ORDERED:

That there being no objection thereto set **MONDAY, JULY 8, 2013**, as date for a **PUBLIC HEARING** for the Application for Special Permit from Attorney Mitrakas on behalf of 587 Bolton St., Inc. to serve food outdoors as the Bolton St. Tavern is located in an LI zone, 587 Bolton St., be and is herewith refer to **URBAN AFFAIRS COMMITTEE, AND ADVERTISE.**

Ninety days after public hearing is 10/6/13

ADOPTED

ORDER NO. 13-1005456



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2013 JUL -3 P 4: 24

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

July 3, 2013

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

Re: 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 \$25,000.00 by The Stanton Foundation that will be utilized to help launch our city's first ever "K-9" program.

As we discussed during the FY14 budget process, the K-9 program will be a valuable tool that will assist our Police Department in apprehensions, investigations and seizures. I want to thank Chief Leonard for his dogged pursuit of this grant as well as to The Stanton Foundation for funding this worthy request.

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



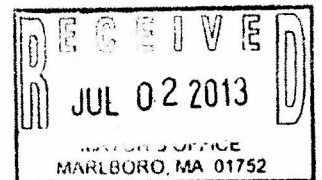
City of Marlborough POLICE DEPARTMENT

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

July 1, 2013



Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$25,000 from The Stanton Foundation. The grant will be utilized to assist in establishing a K-9 program, by allowing us to purchase the K-9, associated equipment, and fund some training costs. There are no matching funds required for this grant.

Attached is a copy of the Notice of Grant Award and grant approval letter from The Stanton Foundation. 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: 1-Jul-13

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: M. Leonard

NAME OF GRANT: K-9 Unit Grant

GRANTOR: Stanton Foundation

GRANT AMOUNT: \$25,000.00

GRANT PERIOD: 3 years

SCOPE OF GRANT/
ITEMS FUNDED K-9 program start up

K-9; Training; Equipment

IS A POSITION BEING
CREATED: Lateral assignment, no additional personnel

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: 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

June 24, 2013

Mark F. Leonard
Chief of Police, Marlborough Police Department
355 Bolton Street
Marlborough, MA 01752
508 485 1212

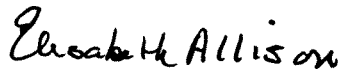
Dear Chief Leonard,

Following receipt of Marlborough's completed grant agreement; the Stanton Foundation is pleased to provide a grant of \$25,000 to support the creation of a K-9 unit at the Marlborough Police Department. A Stanton Foundation check in that amount is enclosed, along with a copy of the fully executed grant agreement. Please confirm receipt via email to Liz.Allison@thestantonfoundation.org.

It is our understanding that you have designated the K-9 handler and that the training will take place at the Boston Police Canine Academy.

As Steve Sallan may have told you, you are one of the first towns in Massachusetts to successfully complete the application process. We are delighted that you have done so and look forward to the benefits of Marlborough's Police Department having its own K-9 unit.

Sincerely,



Elisabeth Allison
Co-director

Enclosures (2)

Cc: Andrew Weiss, Co-director, Stanton Foundation
Steve Sallan, Project Coordinator, Stanton Foundation

One Penn Plaza, 30th floor
New York, New York 10119
T: 212.697.6900

One Broadway, 14th floor
Cambridge, Massachusetts 02142

THE STANTON FOUNDATION

GRANT AGREEMENT K-9 PROGRAM

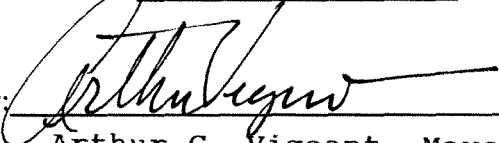
This Grant Agreement is entered into by and between The Stanton Foundation and the City of Marlborough pursuant to which The Stanton Foundation is awarding a \$25,000 K-9 Grant to the City of Marlborough. This Grant is provided to enable the City to establish a K-9 Program and is intended to cover the costs associated with such a program, all as set forth in the Model Budget attached hereto as Exhibit A.

This Grant is provided based on the following agreed terms:

1. The City will demonstrate that it has obtained the requisite legal authority authorizing it to enter into this Grant Agreement.
2. The City will accept the grant funds in trust to be used only for the purposes of the K-9 Program.
3. The City agrees to use the funds to cover the costs set forth on the attached Model Budget.
4. The City agrees to provide release time for the assigned Canine Officer to undergo the approximate fourteen (14) weeks of initial training as well as ongoing in-service education as appropriate.
5. The Canine Officer agrees to commit to serving in such role for an initial five year period.
6. Selection of the Canine Officer will be in the discretion of the City, but interviews of potential candidates will be conducted and will include experienced K-9 trainer/personnel provided by the Stanton Foundation.

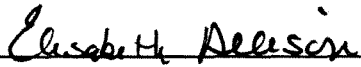
7. The City agrees to provide the following reports:
- a. Within forty-five (45) days of the close of each twelve month period following the grant, the City will provide a Statement of Expenditures detailing all expenses of the program for that year:
 - b. Following active implementation of the K-9 Program, the City will provide:
 - i. Quarterly reports on K-9 Unit use; and
 - ii. Timely reports (within 30 days of the incident) on any K-9 unit incidents, including complaints from the public or injuries sustained by the public, or the unit.
 - iii. Opportunity for a representative of the Stanton Foundation to arrange a meeting at a mutually convenient time with the K-9 team.
8. If a K-9 officer is not selected within 90 days of the receipt of grant monies by the City, the City will, at the Stanton Foundation's request, return the grant to the Foundation.

THE CITY OF Marlborough

By: 

 Arthur G. Vigeant, Mayor

THE STANTON FOUNDATION

By: 

 Elisabeth Allison, Co-Director
 Stanton Foundation
 One Broadway, 14th floor
 Cambridge, MA 02142

By: _____
 Andrew Weiss, Co-Director
 Stanton Foundation
 One Penn Plaza, 30th floor
 New York, NY 10119

THE STANTON FOUNDATION

Information Sheet: K-9 Grant Program

| | |
|------------------------|---|
| Purpose | The Stanton Foundation recognizes the importance of both the bond between humans and dogs, and positive impact the existence of K-9 units provides to the local police department and, by extension, to local communities. The grant program is intended to remove the financial obstacle of creating these units in municipalities. |
| Amount | <p>\$25,000 initial grant</p> <ul style="list-style-type: none"> • A "Green Dog" bred in Europe and trained for the purpose of work/police work. The dog should come with a 1-year health guarantee, along with a guarantee to be able to successfully complete a K-9 training course. The current cost of such a Green Dog is approximately \$6,500 • Initial training, 14 ~ \$1,400 • In-Service Training BPD K-9 Handler Course (or comparable facility)~ \$500 • Equipment Cost to convert cruiser for sole K-9 team use~ \$4,500 • Costs associated with building outdoor 6'x12' kennel and doghouse at handler's home~ \$2,000 • Miscellaneous training and handling equipment such as collars, leashes, bite sleeves and exercise balls~ \$1,500 • K-9 Bulletproof vest~ \$700 • Annual Cost of Dog Food~ \$600 • Total Costs: \$17,700 |
| Expenses to be covered | Purchase of dog, training of dog, retrofitting of cruiser for canine use, construction of kennel at residence of canine officer, vest and other K-9 equipment, food, veterinary care. See model budget |
| Requirements | <p>Statement of acceptance from town manager or governing board</p> <p>Town to provide release time for canine officer to attend initial training (typically 14 weeks) plus continuing in service education</p> <p>Canine officer to commit for initial 3-5 year period</p> <p>Interviews of potential candidates to include experienced K-9 trainer (Stanton Foundation will provide)</p> |
| Restrictions | All monies to be used solely for K-9 program |
| Reporting requirements | <p>Statement of expenditures for 12 month period following grant (to be provided within 45 days after close of 12 month period)</p> <p>Statistics on K-9 unit use</p> <p>Information on any K-9 unit incidents</p> |

THE STANTON FOUNDATION

| | |
|------------------------|---|
| | |
| Additional information | For additional information, contact Project Coordinator Stephen Sallan at (617) 577-3976 or by email steve.sallan@thestantonfoundation.org |



City of Marlborough

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Office of the Mayor

2013 JUL -3 P 4:21

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

July 3, 2013

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

Re: Inter-Municipal Agreement

Honorable President Pope and Councilors:

The Town of Hudson is experiencing water quality issues with two of their public water supply wells and has reached out to our city to discuss an emergency connection to the MWRA (Massachusetts Water Resources Authority) water supply system for the purposes of supplementing Hudson's water supply on a temporary basis.

As a neighboring community who is best positioned to assist the Town of Hudson during this time, I authorized the drafting of an inter-municipal agreement that would allow us to supply Hudson up to an average of 500,000 gallons per day for distribution. Enclosed for your approval are the proposed agreement and a related order to authorize me to sign the agreement.

The MWRA has asked that this IMA be executed no later than July 15, 2013, as their Board of Directors made their approval contingent on both Marlborough and Hudson entering into an IMA. On July 1, 2013 the Board of Selectmen in the Town of Hudson voted their approval. Given the extremely tight deadlines relating to this matter, I respectfully seek your approval this evening.

Please do not hesitate to contact me with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

ENCLOSURES

Cc: Ron LaFreniere, DPW Commissioner
Michele Higgins, Assistant Commissioner, DPW/Utilities

INTER-MUNICIPAL AGREEMENT

WHEREAS, the City of Marlborough (“Marlborough”)’s municipal water supply is supplied in part by the Massachusetts Water Resources Authority (“MWRA”)’s water supply system; and

WHEREAS, the Town of Hudson (“Hudson”) has an emergency interconnection through Marlborough to the MWRA’s water supply system; and

WHEREAS, Hudson has been experiencing water quality issues with two of its public water supply wells; and

WHEREAS, on June 3, 2013, Marlborough, through its Commissioner of Public Works, authorized Hudson to activate the emergency interconnection through Marlborough to the MWRA water supply system for the purposes of supplementing Hudson’s water supply on a temporary basis in order to meet Hudson’s demand;

WHEREAS, on June 14, 2013, the Massachusetts Department of Environmental Protection (“DEP”) issued to Hudson an Administrative Consent Order (DEP File No.: ACO-CE-13-5D005) (enclosed herewith as “Attachment A”), to remain in effect until December 31, 2014 while Hudson takes corrective action concerning the two wells that have water quality issues; and

WHEREAS, on June 19, 2013, Hudson notified the MWRA that Hudson’s available water sources were not sufficient to meet demand, and requested continued emergency water withdrawal through its emergency interconnection with Marlborough; and

WHEREAS, on July 1, 2013, Hudson, by a duly authorized vote of its Board of Selectmen, voted to consent to DEP’s Administrative Consent Order (see “Attachment A”);

WHEREAS, on July 1, 2013, Hudson, by a duly authorized vote of its Board of Selectmen, voted to enter into an Emergency Water Supply Agreement with the MWRA (enclosed herewith as “Attachment B”), whereby the MWRA has agreed, upon certain terms and conditions, to permit Hudson to continue its emergency interconnection through Marlborough to the MWRA water supply system for a period ending on January 2, 2014 at an average rate of 500,000 gallons per day (0.5 mgd); and

WHEREAS, Marlborough currently possesses sufficient existing water capacity to address the emergency requirements of Hudson; and

WHEREAS, M.G.L. c. 40, § 4A, as amended, authorizes the chief executive officer of a city or town to enter into agreements with one or more municipalities and other governmental units to jointly perform services and share costs which any one of them is authorized to perform; and

WHEREAS, on July 1, 2013, Hudson, by a duly authorized vote of its Board of Selectmen, voted to authorize entering into an inter-municipal agreement with Marlborough to address the emergency requirements of Hudson, upon the terms and conditions recited hereinafter; and

WHEREAS, on July 8, 2013, Marlborough, by a duly authorized vote of its City Council (attached hereto as "Attachment C"), voted to authorize entering into an inter-municipal agreement with Hudson to address the emergency requirements of Hudson, upon the terms and conditions recited hereinafter;

NOW, THEREFORE, the parties mutually agree to enter into this Inter-Municipal Agreement ("IMA"), upon the following terms and conditions.

PARTIES

The City of Marlborough ("Marlborough") is a municipal corporation established under the laws of, and situated within, the Commonwealth of Massachusetts, with a business address of City Hall, 140 Main Street, Marlborough, MA 01752.

The Town of Hudson ("Hudson") is a municipal corporation established under the laws of, and situated within, the Commonwealth of Massachusetts, with a business address of Town Hall, 78 Main Street, Hudson, MA 01749.

TERMS AND CONDITIONS

1. Consistent with the Emergency Water Supply Agreement between Hudson and the MWRA, this IMA between the parties shall be binding for the period starting on July 3, 2013 and ending on January 2, 2014 and may be renewed with the express written consent of both parties and an affirmative vote of the MWRA's Board of Directors. Such renewal approval from the MWRA shall be obtained by Hudson and evidence thereof shall be provided to Marlborough prior to any Marlborough City Council vote to renew this IMA.

2. Marlborough, through its existing infrastructure, agrees to provide on average five hundred thousand (500,000) gallons of potable water per day to provide sufficient water volume and water pressure to augment the Hudson water distribution infrastructure; provided, however, that if the MWRA and Hudson revise their Emergency Water Supply Agreement so as to increase the above gallonage, Marlborough through its Mayor and City Council shall consider amending the IMA so as to likewise increase the gallonage. The ability of Marlborough to provide the water volume and water pressure is necessarily dependent on the current existing supply and pressure. In the event Marlborough encounters pressure and/or supply problems, Marlborough reserves the right in its sole discretion and in the public interest of its inhabitants to terminate the supply of potable water as provided for herein with seven (7) days' notice to Hudson. In the event of an emergency as determined by Marlborough's Commissioner of Public Works, Marlborough shall have the right to immediately terminate the supply of water as provided pursuant to this IMA until such time as said Commissioner determines that the emergency has been abated.

3. Hudson shall obtain water from Marlborough through the emergency interconnection located at Robin Hill Street in Marlborough. There shall be a meter located in Marlborough to record all usage which will form the basis by which Marlborough charges Hudson for the emergency water service provided hereunder.

4. Marlborough shall work within Marlborough's existing distribution system to optimize existing operations of the MWRA's water supply source to accommodate Hudson's withdrawal to the extent that the existing system is capable.

5. Hudson shall be billed by Marlborough at the prevailing MWRA water rate in effect on the date of this IMA and as amended at any time during the term of this IMA or any extension or renewal thereof, plus any additional costs and surcharges incurred by Marlborough in providing emergency water service to Hudson in accordance with the terms of this IMA, including without limitation Marlborough's electricity costs at the Cedar Hill Pump Station and an administrative fee to cover costs incurred by Marlborough's Public Works and Legal Departments. Hudson shall be billed monthly for water so provided by Marlborough, and shall make payment to Marlborough for said invoices within thirty days of Hudson's receipt of the invoices. Marlborough shall pay for water obtained from the MWRA for Hudson at the then-prevailing MWRA rate. Hudson shall directly pay to the MWRA a 10% surcharge or other applicable surcharge in accordance with MWRA regulations for water obtained from the MWRA through Marlborough.

6. Given that, on June 3, 2013, Hudson activated the emergency interconnection through Marlborough to the MWRA water supply system, Hudson shall be billed by Marlborough at the MWRA water rate prevailing until June 30, 2013, as well as the MWRA water rate prevailing on July 1 and 2, 2013, together with any additional costs and surcharges incurred by Marlborough as described in paragraph 5 above.

7. This IMA expressly incorporates all terms and conditions set forth in the Emergency Water Supply Agreement between Hudson and the MWRA.

8. Hudson agrees to cooperate fully with Marlborough to the extent deemed necessary by Marlborough to resolve any billing disputes with or concerns of the MWRA relative to the provision of emergency water under this IMA.

9. Except as otherwise provided herein, the parties further agree that any dispute arising out of this IMA shall be resolved between Marlborough's Commissioner of Public Works and Hudson's Director of Public Works.

10. The parties hereby agree that this IMA is made in, governed by, to be performed in, and shall be construed in accordance with, the laws of the Commonwealth of Massachusetts.

CITY OF MARLBOROUGH
BY ITS MAYOR
Hereunto Duly Authorized,

TOWN OF HUDSON
BY ITS BOARD OF SELECTMEN
Hereunto Duly Authorized,

Arthur G. Vigeant

Joseph J. Durant, Chairman

Date

Fred Lucy, Vice Chairman

James D. Quinn, Secretary

James Dalton Vereault, Selectman

Christopher Yates, Selectman

Date

Approved as to form:

Approved as to form:

Donald V. Rider, Jr., Esquire
City Solicitor
City of Marlborough

Aldo A. Cipriano, Esquire
Town Counsel
Town of Hudson

Date

Date

ATTACHMENT A

**COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

In the matter of: _____)
)
)
Town of Hudson _____)
)

File No.: ACO-CE-13-5D005

ADMINISTRATIVE CONSENT ORDER

I. THE PARTIES

1. The Department of Environmental Protection ("Department" or "MassDEP") is a duly constituted agency of the Commonwealth of Massachusetts established pursuant to M.G.L. c. 21A, § 7. MassDEP maintains its principal office at One Winter Street, Boston, Massachusetts 02108, and its Central Regional Office at 627 Main Street, Worcester, Massachusetts 01608.
2. Town of Hudson ("Respondent") is a Massachusetts municipal corporation with its principal offices located at 78 Main Street, Hudson, Massachusetts 01749. Respondent's mailing address for purposes of this Consent Order is 1 Municipal Drive, Hudson, Massachusetts 01749.

II. STATEMENT OF FACTS AND LAW

3. MassDEP has primary enforcement responsibility for the requirements of the Federal Safe Drinking Water Act, 42 U.S.C. §300f et seq. and the regulations promulgated there under. MassDEP implements and enforces statutes and regulations of the Commonwealth of Massachusetts for the protection of the public drinking water supply, including, without limitation, M.G.L. c. 111, §5G and §160, and the Drinking Water Regulations at 310 CMR 22.00; the Cross Connections, Distribution System Protection Regulations at 310 CMR 22.22; and the Underground Injection Control Regulations at 310 CMR 27.00. MassDEP, pursuant to M.G.L. c. 111, §160, may issue such orders as it deems necessary to ensure the delivery of fit and pure drinking water by public water systems to all consumers. MassDEP, pursuant to M.G.L. c. 111, §5G, may require by order the provision and operation of such treatment facilities as it deems necessary to ensure the delivery of a safe water supply to all consumers. MassDEP has authority under M.G.L. c. 21A, § 16 and the Administrative Penalty Regulations at 310 CMR 5.00 to assess civil administrative penalties to persons in noncompliance with the laws and regulations set forth above.
4. MassDEP's Drinking Water Regulations at 310 CMR 22.02 define a public water system as a system for the provision to the public of water for human consumption, through pipes or

other constructed conveyances, if such system has at least 15 service connections or regularly serves an average of at least 25 individuals daily at least 60 days of the year. 310 CMR 22.02 also defines a supplier of water as "any person who owns or operates a public water system."

5. Respondent owns and operates a Public Water System, Hudson Water Division, ("HWD") located in the Town of Hudson, Massachusetts, and serves a drinking water population of approximately 18,790 persons per day. The HWD is registered with MassDEP as a Community Public Water System, PWSID 2141000, pursuant to 310 CMR 22.00 et seq.

6. The following facts and allegations have led MassDEP to issue this Consent Order:

- A. Respondent currently obtains its water from five wells (Chestnut Street Wells #1, #2, and #3, Kane Well, and Cranberry Bog Well), and one surface water source, Gates Pond.
- B. Respondent has a Water Management Act withdrawal permit, #9P21414102 ("Permit") that allows HWD to withdraw up to 0.95 million gallons per day (MGD) from Chestnut Street Wells #2 and #3.
- C. Respondent has a Water Management Act withdrawal registration, #21414102 ("Registration") that allows HWD to withdraw up to 2.0 MGD from Chestnut Street Well #1, Kane Well, Cranberry Bog Well, and Gates Pond.
- D. On February 28, 2008, the Hudson Board of Health requested assistance from MassDEP with resolving discolored water complaints from HWD customers from the Sconset Village residential neighborhood.
- E. On April 4, 2008, MassDEP received a letter from Respondent attributing the cause of the discolored water to a high concentration of iron in the water from the Cranberry Bog Well and a high concentration of manganese in the water from the Kane Well. Respondent outlined corrective actions it would take in the fall of 2008 to resolve the discolored water issue which included taking the wells off-line, having them cleaned and redeveloped, flushing the water system, and monitoring iron and manganese levels while flushing.
- F. The secondary maximum contaminant level "SMCL" for iron is of 0.3 mg/L and 0.05 mg/L for manganese in accordance with 310 CMR 22.07D(1). Respondent reported to MassDEP iron concentrations from sampling conducted from the Cranberry Bog Well on January 8, 2008 of 1.3 mg/L and manganese levels of 0.12 mg/L. For the Kane Well, Respondent reported to MassDEP iron concentrations from sampling conducted on July 10, 2007 of 1.5 mg/L and manganese concentrations of 0.81 mg/L. Reporting sampling data from Respondent of both these wells for iron and manganese have shown concentrations in excess of the SMCL's.

- G. On May 27, 2008, MassDEP issued a letter to Respondent acknowledging its commitment per Respondent's April 2, 2008 letter to cleaning and redeveloping both Cranberry Bog Well and the Kane Well in the fall of 2008, and stated that MassDEP may require treatment for the removal of iron and manganese if the well rehabilitation was not successful.
- H. Respondent redeveloped both wells in 2009. The well redevelopment temporarily reduced the concentration of iron in the Cranberry Bog Well, but had no effect on the manganese concentration in the Kane Well.
- I. On January 29, 2010, MassDEP issued a sanitary survey report of the HWD that required Respondent to submit a long-term corrective action plan to resolve the water quality issues arising from the continued high concentration of iron in the Cranberry Bog Well and high concentration of manganese in the Kane Well by March 31, 2010. Respondent failed to submit the plan by the deadline.
- J. On April 1, 2011, MassDEP sent an email to Respondent requesting distribution system monitoring for manganese to be conducted at its Total Coliform routine sites and report the results to MassDEP; provide an operational plan describing the use of sources with levels of manganese entering the distribution system above 0.3 mg/L; and provide a corrective action plan indicating how the system plans to reduce manganese levels to below the SMCL (0.05 mg/L) in the system.
- K. On October 31, 2011, Respondent submitted to MassDEP an operational plan/interim corrective action plan for the water system to reduce the concentration of iron and manganese in the distribution system. The plan indicated that usage of the Kane Well and Cranberry Bog Well would be minimized.
- L. In August 2012, MassDEP received complaints of discolored water from HWD customers in the Sauta Farms neighborhood.
- M. On November 8, 2012, MassDEP issued a sanitary survey report of the September 2012 inspection of the HWD. In the report, MassDEP again required Respondent to submit the long-term corrective action plan to resolve the water quality issues arising from high concentration of iron in the Cranberry Bog Well and high concentration of manganese in the Kane Well that was required by MassDEP's 2010 sanitary survey report.
- N. Water quality results for the Cranberry Bog Well obtained in 2013 showed the concentration of iron to be 1.31 mg/L and the concentration of manganese to be 0.119 mg/L, which exceed the SMCL of 0.3 mg/L for iron and 0.05 mg/L, for manganese, respectively.

- O. Water quality results for the Kane Well obtained in 2012 showed the concentration of iron to be 0.33mg/L and the concentration of manganese to be 0.92 mg/L, which also exceed the SMCL of 0.3 mg/L for iron and 0.05 mg/L for manganese, respectively. In addition, the concentration of manganese in the Kane Well exceeds the United States Environmental Protection Agency's Health Advisory Value of 0.3 mg/L.
- P. On December 14, 2012, MassDEP met with Respondent to discuss its failure to take permanent actions to correct the discolored water issue.
- Q. On December 20, 2012, Respondent submitted a long term corrective action plan for the reduction of iron and manganese concentrations in the drinking water in which Respondent proposed to construct a transmission line to pump Kane Well to the Chestnut Street Greensand Filtration Plant. Respondent also proposed bi-annual cleaning of Cranberry Bog Well, to be increased to annual cleaning dependent on water quality results for iron and manganese.
- R. On January 18, 2013, Respondent informed MassDEP that the long-term corrective action plan had changed and that a transmission main for each well to the Chestnut Street Greensand Filtration Plant would be constructed.
- S. MassDEP accepted Respondent's long term corrective action plan as a reasonable means to resolve the water quality issues.
- T. On May 6, 2013 Respondent placed two warrant articles for financing the construction cost for the transmission mains and treatment facility upgrades on annual town meeting warrant. These articles were passed at the town meeting.
- U. On June 3, 2013, Respondent activated the emergency interconnection with Marlborough Water Department for the purposes of supplementing their supply on a temporary basis to meet demand while Kane and Cranberry Bog Wells are offline. Marlborough purchases a portion of its water from MWRA and has agreed to sell Hudson water.

III. DISPOSITION AND ORDER

For the reasons set forth above, MassDEP hereby issues, and Respondent hereby consents to, this Order:

7. The parties have agreed to enter into this Consent Order because they agree that it is in their own interests, and in the public interest, to proceed promptly with the actions called for herein rather than to expend additional time and resources litigating the matters set forth above. Respondent enters into this Consent Order without admitting or denying the facts or allegations set forth herein. However, Respondent agrees not to contest such facts and allegations for purposes of the issuance or enforcement of this Consent Order.

8. MassDEP's authority to issue this Consent Order is conferred by the statutes and regulations cited in Part II of this Consent Order.
9. Respondent shall perform the following actions:
 - A. Effective immediately, Respondent shall cease using the Kane Well until the transmission main and treatment facility upgrades have been constructed and approved for operation by MassDEP.
 - B. Effective July 1, 2013, Respondent shall submit to MassDEP monthly monitoring results of iron and manganese in both the raw and finished water from Cranberry Bog Well for the duration of this Consent Order. If the SMCL for iron and/or manganese is exceeded in the finish water, Respondent shall take the Cranberry Bog well offline and evaluate the need for additional cleaning and obtain MassDEP approval prior to putting the well back on line.
 - C. By December 15, 2013, Respondent shall submit to MassDEP the design, plans, and specifications for the construction of the transmission mains for both the Kane Well and the Cranberry Bog Well and instrumentation and process modifications to the existing Chestnut Street Filtration Plant with transmittal permit application BRP WS25 (Water Treatment Facility Modification) for review and approval.
 - D. By January 31, 2014, Respondent shall submit to MassDEP a copy of the posted bidding advertisements for the water system improvements in accordance with the permit approval.
 - E. By March 15, 2014, Respondent shall submit to MassDEP confirmation that the contract for system improvements has been awarded.
 - F. By December 15, 2014, Respondent shall complete the construction of the transmission mains for the Kane and Cranberry Bog Wells, and instrumentation and process modifications at the Chestnut Street Treatment Plant in accordance with the conditions and requirements of the BRP WS 25 permit approval.
 - G. By December 31, 2014, Respondent shall have obtained all necessary federal, state and local permits and approvals to place the upgraded facilities into service, shall have commenced full operation of the Chestnut Street Filtration Plant, and shall notify MassDEP for a final inspection for approval to place the upgraded treatment facilities at the Chestnut Street and the Kane and Cranberry Bog Wells into service.
10. MassDEP acknowledges that the loss one or two water sources for several months, and during periods of high demand, will stress the remaining sources of water. After Respondent has met all of the water conservation requirements of its Water Management Act ("WMA") permit, referenced in paragraph 6B above, MassDEP grants permission to the Respondent to temporarily exceed the maximum daily withdrawal limit of Chestnut Street Well #2 (1.0 MGD) and Chestnut

Street Well #3 (0.7MGD) as stated in Respondent's WMA permit and purchase water from Marlborough as an emergency source to meet Hudson's demand. The volume of water pumped Hudson's own sources and the supplemental water purchased from Marlborough shall not exceed Respondent's total WMA permitted volume. The temporary approval to exceed the maximum withdrawal limits and purchase from Marlborough as an emergency source shall expire no later than December 31, 2014. Hudson is subject to the Interbasin Transfer Act (IBTA) for the purchase of water from Marlborough, because a portion of Marlborough's water supply is purchased from the MWRA. For the duration of this Order, Hudson is provided temporary relief from the requirements of the IBTA.

11. Except as otherwise provided, all notices, submittals and other communications required by this Consent Order shall be directed to:

Marielle Stone, Drinking Water Section Chief
Department of Environmental Protection
627 Main Street
Worcester, Massachusetts 01608.

Such notices, submittals and other communications shall be considered delivered by Respondent upon receipt by MassDEP.

12. Actions required by this Consent Order shall be taken in accordance with all applicable federal, state, and local laws, regulations and approvals. This Consent Order shall not be construed as, nor operate as, relieving Respondent or any other person of the necessity of complying with all applicable federal, state, and local laws, regulations and approvals.

13. All engineering work performed pursuant to this Consent Order shall be under the general direction and supervision of a qualified professional engineer registered in Massachusetts experienced in Drinking Water Treatment Design. Any contractual relationship between Respondent and the engineer for work required hereunder shall require the engineer, as a condition of the contract, to implement work consistent with the provisions of this Consent Order.

14. Respondent understands, and hereby waives, its right to an adjudicatory hearing before MassDEP on, and judicial review of, the issuance and terms of this Consent Order and to notice of any such rights of review. This waiver does not extend to any other order issued by the MassDEP.

15. This Consent Order may be modified only by written agreement of the parties hereto.

16. MassDEP hereby determines, and Respondent hereby agrees, that any deadlines set forth in this Consent Order constitute reasonable periods of time for Respondent to take the actions described.

17. Force Majeure

A. MassDEP agrees to extend the time for performance of any requirement of this Consent Order if MassDEP determines that such failure to perform is caused by a Force Majeure event. The failure to perform a requirement of this Consent Order shall be considered to have been caused by a Force Majeure event if the following criteria are met: (1) an event delays performance of a requirement of this Consent Order beyond the deadline established herein; (2) such event is beyond the control and without the fault of Respondent and Respondent's employees, agents, consultants, and contractors; and (3) such delay could not have been prevented, avoided or minimized by the exercise of due care by Respondent or Respondent's employees, agents, consultants, and contractors.

B. Financial inability and unanticipated or increased costs and expenses associated with the performance of any requirement of this Consent Order shall not be considered a Force Majeure Event.

C. If any event occurs that delays or may delay the performance of any requirement of this Consent Order, Respondent shall immediately, but in no event later than 5 days after obtaining knowledge of such event, notify MassDEP in writing of such event. The notice shall describe in detail: (i) the reason for and the anticipated length of the delay or potential delay; (ii) the measures taken and to be taken to prevent, avoid, or minimize the delay or potential delay; and (iii) the timetable for taking such measures. If Respondent intends to attribute such delay or potential delay to a Force Majeure event, such notice shall also include the rationale for attributing such delay or potential delay to a Force Majeure event and shall include all available documentation supporting a claim of Force Majeure for the event. Failure to comply with the notice requirements set forth herein shall constitute a waiver of Respondent's right to request an extension based on the event.

D. If MassDEP determines that Respondent's failure to perform a requirement of this Consent Order is caused by a Force Majeure event, and Respondent otherwise complies with the notice provisions set forth in paragraph C above, MassDEP agrees to extend in writing the time for performance of such requirement. The duration of this extension shall be equal to the period of time the failure to perform is caused by the Force Majeure event. No extension shall be provided for any period of time that Respondent's failure to perform could have been prevented, avoided or minimized by the exercise of due care. No penalties shall become due for Respondent's failure to perform a requirement of this Consent Order during the extension of the time for performance resulting from a Force Majeure event.

E. A delay in the performance of a requirement of this Consent Order caused by a Force Majeure event shall not, of itself, extend the time for performance of any other requirement of this Consent Order.

18. Respondent is a Permittee, as that term is defined in 310 CMR 4.02, for the purpose of assessing and collecting annual compliance assurance fees pursuant to M.G.L. c. 21A, §18 and M.G.L. c. 21E, §3B.

19. The provisions of this Consent Order are severable, and if any provision of this Consent Order or the application thereof is held invalid, such invalidity shall not affect the validity of other provisions of this Consent Order, or the application of such other provisions, which can be given effect without the invalid provision or application, provided however, that MassDEP shall have the discretion to void this Consent Order in the event of any such invalidity.

20. Nothing in this Consent Order shall be construed or operate as barring, diminishing, adjudicating or in any way affecting (i) any legal or equitable right of MassDEP to issue any additional order or to seek any other relief with respect to the subject matter covered by this Consent Order, or (ii) any legal or equitable right of MassDEP to pursue any other claim, action, suit, cause of action, or demand which MassDEP may have with respect to the subject matter covered by this Consent Order, including, without limitation, any action to enforce this Consent Order in an administrative or judicial proceeding.

21. This Consent Order shall not be construed or operate as barring, diminishing, adjudicating, or in any way affecting, any legal or equitable right of MassDEP or Respondent with respect to any subject matter not covered by this Consent Order.

22. This Consent Order shall be binding upon Respondent and upon Respondent's successors and assigns. Respondent shall not violate this Consent Order and shall not allow or suffer Respondent's employees, agents, contractors or consultants to violate this Consent Order. Until Respondent has fully complied with this Consent Order, Respondent shall provide a copy of this Consent Order to each successor or assignee at such time that any succession or assignment occurs.

23. Respondent shall pay stipulated civil administrative penalties to the Commonwealth in accordance with the following schedule if Respondent violates any provision of this Consent Order:

For each day, or portion thereof, of each violation, Respondent shall pay stipulated civil administrative penalties in the following amounts:

| <u>Period of Violation</u> | <u>Penalty per day</u> |
|--|------------------------|
| 1 st through 15 th days | \$ 250.00 per day |
| 16 th through 30 th days | \$ 500.00 per day |
| 31 st day and thereafter | \$ 1,000.00 per day |

Stipulated civil administrative penalties shall begin to accrue on the day a violation occurs and shall continue to accrue until the day Respondent corrects the violation or completes performance, whichever is applicable. Stipulated civil administrative penalties shall accrue regardless of whether MassDEP has notified Respondent of a violation or act of noncompliance. All stipulated civil administrative penalties accruing under this Consent Order shall be paid within thirty (30) days of the date MassDEP issues Respondent a written demand for payment. If simultaneous violations occur, separate penalties shall accrue for separate violations of this

Consent Order. The payment of stipulated civil administrative penalties shall not alter in any way Respondent's obligation to complete performance as required by this Consent Order. MassDEP reserves its right to elect to pursue alternative remedies and alternative civil and criminal penalties which may be available by reason of Respondent's failure to comply with the requirements of this Consent Order. In the event MassDEP collects alternative civil administrative penalties, Respondent shall not be required to pay stipulated civil administrative penalties pursuant to this Consent Order for the same violations.

Respondent reserves whatever rights it may have to contest MassDEP's determination that Respondent failed to comply with the Consent Order and/or to contest the accuracy of MassDEP's calculation of the amount of the stipulated civil administrative penalty. Upon exhaustion of such rights, if any, Respondent agrees to assent to the entry of a court judgment if such court judgment is necessary to execute a claim for stipulated penalties under this Consent Order.

24. Failure on the part of MassDEP to complain of any action or inaction on the part of Respondent shall not constitute a waiver by MassDEP of any of its rights under this Consent Order. Further, no waiver by MassDEP of any provision of this Consent Order shall be construed as a waiver of any other provision of this Consent Order.

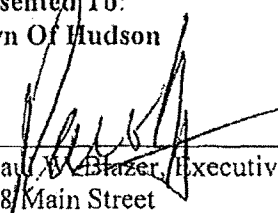
25. Respondent agrees to provide MassDEP, and MassDEP's employees, representatives and contractors, access at all reasonable times to the public water system for purposes of conducting any activity related to its oversight of this Consent Order. Notwithstanding any provision of this Consent Order, MassDEP retains all of its access authorities and rights under applicable state and federal law.

[No Further Text Appears On This Page]

26. The undersigned certify that they are full authorized to enter into the terms and conditions of this Consent Order and to legally bind the party on whose behalf they are signing this Consent Order.

27. This Consent Order shall become effective on the date that it is executed by MassDEP.

Consented To:
Town Of Hudson

By: 
Paul W. Brazer, Executive Assistant
78 Main Street
Hudson, MA 01749

Date: 7/1/13

Federal Employer Identification No.: _____

Issued By:
DEPARTMENT OF ENVIRONMENTAL PROTECTION

By: _____
Lee Dillard Adams, Regional Director
Central Regional Office
627 Main Street
Worcester, Massachusetts 01608
Telephone (508) 792-7650

Date: _____

ATTACHMENT B

EMERGENCY WATER SUPPLY AGREEMENT
BETWEEN
THE MASSACHUSETTS WATER RESOURCES AUTHORITY
AND
THE TOWN OF HUDSON

Parties.

This Emergency Water Supply Agreement ("Agreement") is by and between the Massachusetts Water Resources Authority ("MWRA"), and the Town of Hudson ("Hudson") hereinafter jointly referred to as the "Parties," and documents the agreement and understanding of the Parties regarding the arrangement whereby MWRA will supply water to Hudson through an interconnection that Hudson has with Marlborough, a MWRA served water community and whereby will purchase a portion of its water supply from the MWRA through Marlborough on an as-needed, emergency basis for a period not exceeding six months ending on January 2, 2014.

Recitals.

- R.1. The MWRA was created by the Massachusetts legislature in December, 1984 to operate, regulate, finance, and modernize the waterworks and sewerage systems servicing the greater metropolitan Boston area. Operating pursuant to the terms of Section 8(d) of its Enabling Act, chapter 372 of the Acts of 1984 (the "Act"), and pursuant to the Policies and Procedures for Emergency Water Supply Connections of its Board of Directors, the MWRA may enter into arrangements to provide emergency supplies of water to any local body of the Commonwealth, provided certain conditions are met.
- R.2. Hudson is a duly constituted municipal corporation of the Commonwealth of Massachusetts ("Commonwealth").
- R.3. Marlborough is supplied by the MWRA and Hudson has an emergency interconnection through Marlborough to the MWRA water supply system.
- R.4. Hudson's water sources include five wells (Chestnut Street Wells #1, #2, and #3, Kane Well and Cranberry Bog Well) and one surface water source, Gates Pond. Kane Well has been off-line since October 2012 due to water quality concerns associated with iron and manganese levels. Water quality results for Cranberry Bog Well have also at times indicated iron and manganese levels in excess of the Secondary Maximum Contaminant Level ("SMCL"). Hudson submitted a long term corrective action plan to DEP for the reduction of iron and manganese concentration in drinking water in which Hudson proposed to construct transmission mains from each well to the Hudson Chestnut Street Filtration Plant.

- R.5. On June 14, the Massachusetts Department of Environmental Protection (MassDEP) issued an Administrative Consent Order ("ACO") to Hudson to remain in effect until December 31, 2014. The ACO directs that effective immediately, Hudson shall cease using the Kane Well until the transmission main and treatment facility upgrades have been constructed and approved for operation by MassDBP. The ACO directs Hudson to submit monthly water quality monitoring results of iron and manganese from the Cranberry Bog well for the duration of the ACO: if the SMCL for iron and/or manganese is exceeded in the finished water, Hudson shall take the Cranberry Bog Well offline and evaluate the need for additional cleaning and obtain MassDEP approval prior to putting the well back on line. The ACO is included as Attachment A to this Agreement.
- R.6 In the ACO, MassDEP acknowledges that the loss of one or two water sources for several months, and during periods of high demand, will stress the remaining sources of water and states that after Hudson has met all of the water conservation requirements of its Water Management Act permit, it grants permission to Hudson, among other things, to purchase water from Marlborough as an emergency source to meet Hudson's demand. It also states that Hudson is subject to the Interbasin Transfer Act for the purchase of water from Marlborough, because a portion of Marlborough's water supply is purchased from MWRA, and that for the duration of the ACO, Hudson is provided temporary relief from the requirements of the Interbasin Transfer Act.
- R.7 On June 19, 2013, the Town of Hudson notified MWRA that its available sources of water were not sufficient to meet demand and requested emergency water supply withdrawal and activate its emergency connection with Marlborough.
- R.8. On October 11, 2006, the MWRA's Board of Directors adopted a revised Policy for Emergency Water Supply Withdrawals, OP.05 (the Policy) which includes criteria and a process for approving requests for emergency withdrawals.
- R.9. Hudson has applied to the MWRA to use emergency interconnections to the MWRA system through Marlborough to supplement Hudson's available sources on an as-needed basis.
- R.10. The MWRA has determined that it can supply Hudson with an emergency water supply for a period not exceeding six months under this Agreement without jeopardizing its ability to supply its member communities and without exceeding the safe yield of its water supply system.
- R.11. Hudson must comply with all applicable legal and regulatory requirements.
- R.12. Pursuant to MWRA Policy, this agreement is considered an Emergency Supply Agreement Period One.

Agreement.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, the MWRA and Hudson agree as follows:

1. Hudson will activate its emergency interconnection with Marlborough for a period up to six months ending on January 2, 2014 in accordance with the terms of this Agreement, subject to termination in accordance with numbered paragraph 11 below.
2. Hudson may take water from the emergency interconnection at an average rate of 0.5 million gallons per day. Any increase beyond the stated limits on water use will require a revision to the Emergency Water Supply Agreement.
3. The transfer of water from the MWRA through Marlborough to Hudson shall not extend beyond a period of six months, unless Hudson submits an application for an additional emergency water supply withdrawal and the MWRA's Board of Directors and Advisory Board approve the additional emergency water supply withdrawal. In considering withdrawals beyond six months, the MWRA will consider Hudson's efforts to implement its long range corrective action plan and comply with DEP Administrative Consent Order, and to implement water conservation program.
4. During the six month term of this Agreement, Hudson shall institute and continue all practicable conservation measures including, but not limited to, a water conservation public education program; 100% metering; leak detection surveys and rehabilitation programs; conservation pricing for water services; and a local by-law governing outdoor water use with appropriate enforcement measures such as fines and water shutoff for non-compliance. Hudson shall actively administer and enforce such local by-law.
5. Hudson shall submit to MWRA a monthly report on water use, water conservation program results, and the status of the emergency for the preceding quarter.
6. Hudson shall comply with all the conditions of any DEP Administrative Consent Order.
7. During the term of this Agreement the MWRA shall bill Marlborough for both the total volume of water used by Hudson, as metered by Marlborough, and will bill Hudson directly for the 10% surcharge on prevailing rate mandated by the Policy. Marlborough shall bill Hudson for water used in accordance with the terms of the inter-municipal agreement between the parties. Hudson shall remit its payments to Marlborough for the total volume of water used in accordance with the terms of the inter-municipal agreement between the parties. Hudson will remit its payments for the 10% surcharge to MWRA directly.
8. The parties agree that the emergency withdrawal authorized under this Agreement is not appropriate for or intended to provide a permanent water supply to Hudson. Any request by Hudson for a permanent partial water supply from MWRA shall require full consideration of all alternatives, including effective water conservation and leak detection, and shall be subject to all approvals required under Section 8 (d) of Chapter 372 of the Acts of 1984, MWRA policies, and under applicable state law and regulations.

10. Any dispute arising between the MWRA and Hudson under the terms of this Agreement shall be resolved in accordance with the dispute resolution process set forth at 360 C.M.R. 1.00.
11. This Agreement covers the period from July 3, 2013 to January 2, 2014 provided, however, that the MWRA reserves the right to terminate this Agreement at any time due to unforeseen circumstances such as inadequate supply, insufficient hydraulic capacity and other conditions related to the safe supply of existing users and operational requirements of the MWRA's waterworks system.

IN WITNESS WHEREOF, the Parties have caused this Agreement to be executed on this _____ day of _____, 2013 by their duly authorized representatives.

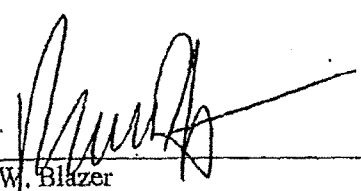
MASSACHUSETTS WATER
RESOURCES AUTHORITY

By:

Frederick A. Laskey
Executive Director

TOWN OF HUDSON

By:



Paul W. Blazer
Executive Assistant

ATTACHMENT C

ORDERED:

That, in order to help meet the emergency temporary water needs of the Town of Hudson, the City Council hereby authorizes the Mayor, pursuant to M.G.L. c. 40, § 4A, to enter into an Inter-Municipal Agreement with said Town, pursuant to the terms and conditions set forth therein (see attached IMA and its attachments).

ADOPTED

In City Council
Order No. 13-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2013 JUL -3 P 4 21

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

July 3, 2013

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

Re: Library Board of Trustees Appointments

Honorable President Pope and Councilors:

I am pleased to submit for your approval the reappointments of William Brewin, Nena Bloomquist and Rustin Kyle as members of the Marlborough Public Library Board of Trustees.

Each member will serve a term of two years which will expire from their date of approval by the City Council.

I look forward to the valuable contributions and vast experience these individuals will return to the Board of Trustees once they are confirmed.

Please do not hesitate to contact me with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

ORDERED:

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

Section 650-17, entitled "Table of Uses," is hereby amended 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, as follows:

| | RR | A1 | A2 | A3 | RB | RC | RCR | B | CA | LI | I |
|-----------------|----|----|----|----|----|----|-----|---|----|----|---|
| Power laundries | N | N | N | N | N | N | N | N | N | N | Y |
| Dry cleaning | N | N | N | N | N | N | N | Y | Y | N | Y |

ADOPTED
 In City Council
 Order No 13-
 Adopted

Approved by Mayor
 Arthur G. Vigeant
 Date:

A TRUE COPY
 ATTEST:

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 2013 JUL -3 A 9:51

CITY OF MARLBOROUGH
OFFICE OF THE CITY CLERK

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

2013 JUN 27 P 2:47

1. Name and address of Petitioner or Applicant:

Jump In With Us, INC.

2. Specific Location of property including Assessor's Plate and Parcel Number.

3. Name and address of owner of land if other than Petitioner or Applicant:

Foothills Corporation - 929 Boston Post Rd - Marlborough, MA
01752

4. Legal interest of Petitioner or Applicant (owner, lessee, prospective owner, etc.)

5. Specific Zoning Ordinance under which the Special Permit is sought:

Article 650 Section 17 Paragraph _____ Sub-paragraph _____

6. Zoning District in which property in question is located:

Industrial

7. Specific reason(s) for seeking Special Permit

SPECIAL PERMIT for AN inflatable playground
and birthday parties for kids and families.
We have Open Play from Tuesday to
Friday and Saturdays and Sundays
most Birthday Party. 10:00 AM to 7:00 PM

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HEREWITH AND MADE PART OF SAID PETITION.

[Signature]
Signature of Petitioner or Applicant

Address: 19 Brigham St # 6
Marlborough, MA 01752

Telephone No. 508-485-5867

Date: _____

LIST OF NAMES AND ADDRESS OF ABUTTERS
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

JUMP IN WITH US, INC
(Name of Petitioner)

Luiza Demoura.

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH UNDER CHAPTER 650, ZONING, OF THE CODE OF THE CITY OF MARLBOROUGH.

(Abutters as defined in §650-59, Section 4H, **Powers and Procedure of Special-Permit Granting Authorities**)

SPECIAL PERMIT-SUMMARY IMPACT STATEMENT

Applicant's Name: Jump In With Us, Inc. Address: 19 Brigham, St # 6

Project Name: Jump In With Us, Inc. Address: 19 Brigham, St # 6

1. PROPOSED USE: (describe) Inflatable playground for kids and families

2. EXPANSION OR NEW: existing.

3. SIZE: floor area sq. ft. 6,000 1st floor 6,000 all floors 6,000
buildings 1 unit # stories 1 lot area (s.f.) _____

4. LOT COVERAGE: _____ % Landscaped area: _____ %

5. POPULATION ON SITE: Number of people expected on site at anytime:
Normal: 15 Peak period: 80

6. TRAFFIC:

(A) Number of vehicles parked on site:

During regular hours: 6 Peak period: 25

(B) How many service vehicles will service the development and on what schedule?

1 Dumpster removal biweekly.

7. LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property? existing light

8. NOISE:

(A) Compare the noise levels of the proposed development to those that exist in the area now.

SAME

(B) Describe any major sources of noise generation in the proposed development and include their usual times of operation. inflatable blowers. 10AM to 7PM

from Tues thru Sunday.

9. AIR: What sources of potential air pollution will exist at the development? NONE

10. WATER AND SEWER: Describe any unusual generation of waste. N/A.

11. HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed? N/A.

***Attach additional sheets if necessary**



**CITY OF MARLBOROUGH
MARLBOROUGH, MASSACHUSETTS 01752**

City Hall

140 Main St.

Marlborough, Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: _____

**SPECIAL PERMIT APPLICATION
CERTIFICATION BY PLANNING DEPARTMENT**

Project Name: Jump In With Us, Inc.

Project Use Summary: Inflatable Playground

Project Street Address: 19 Brigham St #6

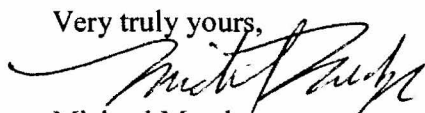
Plate: _____ Parcel: _____

Applicant/Developer Name: _____

Plan Date: _____ Revision Date: _____

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,

Michael Mendoza
Building Commissioner

**Application Fee to submit to
City Clerk's office**

250.00



Jeffrey Schaffer
business attorney

July 2, 2013

Dear Sir/Madam:

On behalf of Irene Kantor, a conditional purchaser of the land and building in an industrial district at 38 Brigham Street in Marlborough, please find her application for Special Permit to operate a Martial Arts studio within the premises. Such use is permitted as a recreational use by special permit, and you are receiving this communication as a part of the application requirements.

Please contact the undersigned if you have any questions or concerns regarding this application. Thank you.

Sincerely,

Jeffrey K. Schaffer

CITY OF MARLBOROUGH
OFFICE OF THE CITY CLERK

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CITY OF MARLBOROUGH

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

JUL 15 9 A 10:30

1. Name and address of Petitioner or Applicant:
Irene Kantor
28 Angelica Drive, Framingham, MA 01701-3644

2. Specific Location of property including Assessor's Plate and Parcel Number.
Map 104 - 27 38 Brigham Street, Marlborough, MA 01752

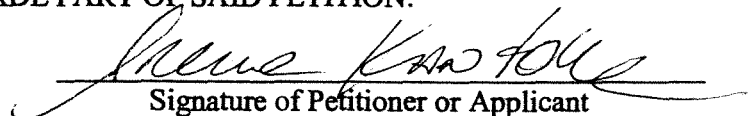
3. Name and address of owner of land if other than Petitioner or Applicant:
Pam Realty, Inc., a Massachusetts corporation,
c/o David G. Massad, P.O. Box 788, Westborough, MA 01581

4. Legal interest of Petitioner or Applicant (owner, lessee, prospective owner, etc.)
5. Specific Zoning Ordinance under which the Special Permit is sought:
Article C Section 650 Paragraph 17 Sub-paragraph _____
6. Zoning District in which property in question is located:
Industrial

7. Specific reason(s) for seeking Special Permit
Applicant seeks a special permit to allow a martial arts studio within an
Industrial District where private indoor or outdoor recreation may only be
allowed with such a permit. If the permit is approved, Applicant intends to
lease the facility to KI NEMA LLC, which she and founder, Kerson Cooper
Pereira will operate. (See Continuation Sheet attached hereto).

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HEREWITH AND MADE PART OF SAID PETITION.


Signature of Petitioner or Applicant

Address: 28 Angelica Dr.
Framingham MA 01701

Telephone No. 617-653-2793

Date: _____
City Clerk's Office

Application Continuation Sheet:

7. Specific Reasons for seeking Special Permit (continued)

KI NEMA LLC, formerly Kerson Cooper's Martial Arts is an established five year old martial arts business that seeks a stand alone facility with street frontage for its business. In general, martial arts are codified systems and traditions of combat, which are practiced for a variety of reasons: self-defense, competition, physical health and fitness, entertainment as well as mental, physical and spiritual development. There are literally thousands of martial arts facilities throughout the United States and the popularity of the activity has never been greater than at the present when the many positive effects on persons of both sexes and all ages are now universally recognized.

The chart attached as EXHIBIT A describes the types of physical activity that would occur in the studio along with the established daily schedule. All activities would occur entirely within the four walls of the building and involve many of the kinds of recreational physical activity one would find at Crossfit whose sign says, "Elite Fitness for All". Crossfit is located within 3 Brigham Street – just a half block east of the subject property in a Commercial Automotive district. Gold's Gym which advertises the positive aspects of cardio, free weights, group exercises, personal training, spinning, along with zumba and yoga also lies within the Commercial Automotive district at the southeast corner of Route 85 and Brigham St. Directly across Brigham Street from the Applicant's facility and located in the same Industrial District lies another recreational facility called, "Jump In With Us" with a sign that also reads, "Your inflatable Playground". In addition, about ½ mile south of the subject property, lies another recreational facility - the Fay School Athletic Campus. In all, Marlborough has approximately 19 privately run recreational martial arts, health clubs and physical fitness facilities located throughout the city. See map attached as EXHIBIT B showing the recreational facilities in the immediate vicinity of the subject premises.

Attached as EXHIBIT C is a site plan showing the land and the building which was constructed in 1986. The broker's listing sheet informs that the lot size is 28,951 sq. ft. and contains 28 parking spaces. According to Inspectional Services Commissioner, Michael Mendoza, the property as improved is grandfathered in relation to current zoning requirements. EXHIBITS D-1 and D-2, depict the exterior of the building on the premises and EXHIBIT D-3 depicts the interior space where the martial arts activities will take place. The building also contains upstairs offices and separate men's and lady's bathrooms. Except for some minor repairs, the building is virtually in "turn key" condition for the needs of KI NEMA LLC's martial arts studio.

Martial arts facilities are true assets in the communities they serve. First, they enhance a participant's physical and mental strength through various organized activity challenges. Successfully completing such enhances individual self-esteem, confidence, and discipline. Participants are encouraged to sign up for races and participation in obstacle courses; also, local and regional competition championships. As a final result of the experiences in martial arts, they learn the secrets of self-defense and how to face challenges with courage and freedom from fear. More importantly, they learn the values of self-control, citizenship and honor.

LIST OF NAMES AND ADDRESS OF ABUTTERS
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

Irene Kantor

(Name of Petitioner)

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH UNDER CHAPTER 650, ZONING, OF THE CODE OF THE CITY OF MARLBOROUGH.

(Abutters as defined in §650-59, Section 4H, Powers and Procedure of Special-Permit Granting Authorities)

SPECIAL PERMIT-SUMMARY IMPACT STATEMENT

Applicant's Name: Irene Kantor Address: 28 Angelica Drive Framingham, MA 01701-3644
Special use for
Project Name: recreational purposes Address: 38 Brigham Street Marlborough, MA 01752

1. PROPOSED USE: (describe) Martial Arts studio (indoors) Note: Applicant is an instructor in the Martial Arts business and proposes to lease the building to KI NEMA Martial Arts which business is run by Kerson Cooper Pereira.

2. EXPANSION OR NEW: N/A (Proposed use for private recreational purposes per special permit under Article V, Section 650-17)

3. SIZE: floor area sq. ft. 1st floor 4,800 all floors 6,561
buildings 1 # stories 2 lot area (s.f.) 28,951

4. LOT COVERAGE: 17% %Landscaped area: including parking 83% %

5. POPULATION ON SITE: Number of people expected on site at anytime:
Normal: 30-35 people
Normal: per training session including instructors Peak period: There might be 5 or 10 more people

6. TRAFFIC:

(A) Number of vehicles parked on site:

During regular hours: Approx. 15-17 vehicles Peak period: _____

(B) How many service vehicles will service the development and on what schedule?

Virtually none at any time

7. LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property? There is no need to change the currently available lighting. The business operations cease by 9:00 p.m. and all exterior lighting will be extinguished at that time.

8. NOISE:

(A) Compare the noise levels of the proposed development to those that exist in the area now. All sessions will occur entirely within the existing building and no noise will emanate to the exterior of the building and off the property lines.

(B) Described any major sources of noise generation in the proposed development and include their usual times of operation. See answer to 8 (A)

9. AIR: What sources of potential air pollution will exist at the development? None

10. WATER AND SEWER: Describe any unusual generation of waste. There are existing separate men's and lady's bathrooms. Due to the nature of the business, there will be no unusual generation of any waste.

11. HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed? There will be no hazardous materials introduced to the site whatsoever.

***Attach additional sheets if necessary**

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CITY OF MARLBOROUGH

2013 JUL -3 A 10:30



CITY OF MARLBOROUGH
MARLBOROUGH, MASSACHUSETTS 01752

City Hall

140 Main St.

Marlborough, Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: JULY 2, 2013

SPECIAL PERMIT APPLICATION
CERTIFICATION BY PLANNING DEPARTMENT

Project Name: N/A

Project Use Summary: MARTIAL ARTS STUDIO

Project Street Address: 38 BRIGHAM ST. MARLBOROUGH, MA

Plate: MAP 104 Parcel: 027

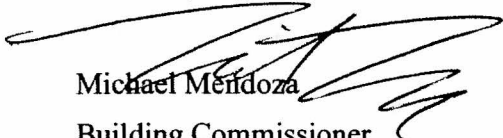
Applicant/Developer Name: MRS. IRENE KANTOR, CONDITIONAL PURCHASER

Plan Date: N/A Revision Date: N/A

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,


Michael Mendoza
Building Commissioner

**Application Fee to submit to
City Clerk's office**

\$250.00

**New Marlborough Senior Center
Senior Center Advisory Committee**

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CITY OF MARLBOROUGH

2013 JUN 25 P 2:59



Meeting No. # 03

Date : April 25, 2013
Location: City Hall- First Floor Conference Room

Attended (√) Name, Affiliation

Marlborough Senior Center Advisory Committee

- ✓ Jennifer Claro, Senior Center Director
- ✓ John Ghiloni, Director of Public Facilities
- ✓

Collaborative Partners (CP):

- ✓ Kerry Logue, Project Manager

Courtstreet Architects/Dietz & Co.

- ✓ Joe Rizza, Principal- Courtstreet
Daniel Garte, Project Architect- Dietz & Co.
-

Meeting to order at 9:10am

Approval of Minutes

- The committee voted to approve the minutes from the last Advisory Committee meeting with a revision to note that the request for a separate office for the "Friends" group is for confidentiality purposes.

Impressions from Senior Center Tours

- The committee reviewed the current program and observations from the tours of other senior centers.
- As requested by the advisory committee, Courtstreet included the addition of a Shine office and a Friends office.
- The current program does not include an adult daycare, but the advisory committee requested that this space is included as a potential addition to the program. Inclusion of this space in the program for the new senior center will be at the discretion of the building committee.
- Courtstreet indicated that the current preliminary plans are showing a square footage of over 17,000, which does not include the adult daycare.
- It was noted that there have been some changes and additions to the initial program and that the building committee will make the final decision as to what spaces are able to be included in the new senior center.

Floor Plan Review

- Courtstreet provided a review of the preliminary floor plans.
- The majority of the program is included on the first floor of the building with some exercise space on the second floor.
- The committee asked if the lower level could be expanded so that all spaces are on the first floor. Courtstreet indicated that they have included some of the program space on the second floor so that

the atrium space in the stairway would not lead up to a completely empty space. Courtstreet noted that if there is program space on the second floor, it does not necessarily have to be the exercise space.

- The committee suggested that the Shine and Social Services offices are moved upstairs, which would provide less traffic to the second floor, as well as satisfy confidentiality requirements.
- It was noted that the daycare would take up a significant amount of space if included.
- The committee noted that the second floor might be an appropriate space for the game room.
- Courtstreet explained that the plans will reflect dormers and windows on the second floor as the design progresses.
- Parking at the Bigelow School is an option for overflow parking in the event of special events, but the need for additional parking is not expected on a day-to-day basis.
- The committee inquired about the size and use of the multipurpose space. It was noted that this space would be available for activities such as yoga, guest speakers and other special events. The senior center is also looking to expand the meal program. In the event that there are more than one activity going on in the multipurpose space, there will be a divider included in the design.

General Discussion

- Courtstreet is currently performing investigations on a second site option at Liberty Street. Once the site analysis is complete, the building committee will choose the preferred site option and Courtstreet will continue developing the design at the preferred site.
- Once the schematic design is in place, a public presentation will be held to educate the community on the project, as well as provide an opportunity to answer questions about the project.
- The next meeting of the advisory committee to be held prior to the public presentation.

Future Meetings:

| Date | Time | Group | Location |
|-------------|-------------|------------------------|-----------------|
| TBD | TBD | MSC Advisory Committee | TBD |

These notes will become part of the project record as written, unless corrections or additions are received in writing within 6 days of distribution.

May 28, 2013
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2013 JUN 27 A 11:09



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

Traffic Commission Minutes

The Regular Meeting of the Traffic Commission was held on May 28, 2013 at 10:00 a.m. in the City Council Committee Room, City Hall. Members present: Chairman - Police Chief Mark Leonard, Vice Chairman – DPW Commissioner Ronald LaFreniere (Present for first half of meeting), Fire Chief James Fortin and City Clerk Lisa Thomas (present for second half of meeting). Also present: City Engineer Thomas Cullen, Asst. City Engineer Tim Collins and City Solicitor Don Rider. Minutes taken by: Karen Lambert, MPD Records Clerk.

1- Minutes

The minutes of the Traffic Commission meeting of Tuesday, April 30, 2013.

MOTION was made, seconded, duly VOTED:
TO APPROVE – Accept and place on file.

2-New Business

2a) Parking issues near 103 West Main Street.

Chief Leonard received an e-mail from the resident of this location with regard to parking issues that have developed over the past few years. She said that she has difficulty getting out of her driveway when cars are parked on both sides of the driveway opening. She also noted the congestion that develops during rush hour when cars are parked here (especially with the snow banks in the winter). She has also had problems with trash pickup. She is unable to put the trash and recycle bins in front of her house or on the sides of her driveway because the trucks are unable to access them. She is requesting that parking be restricted in front of her home.

Chief Leonard said that parking is currently allowed up to #113 and then restricted from “here to corner”. He noted that this is really a city wide issue. Tim Collins said that he looked at this location and that the resident should be able to back out of her driveway

with the barrels at the end of her driveway, with one on each side. Chief Leonard advised that he would speak with the homeowner.

MOTION was made, seconded, duly VOTED to REFER to CHIEF LEONARD to contact the homeowner.

2b) Request for crosswalk signage on Hosmer St. at Jaworek School.

This request came from a resident of Grace Circle. She indicated that she and others have difficulty getting cars to stop for them when trying to cross here. Tim Collins passed out a diagram of this location. He said that there is actually an easy fix to this and it is really not an issue for the Traffic Commission but rather the DPW. There is currently a school zone here with a crosswalk. The crosswalk itself is signed but advance warning signage is missing and can easily be added. His diagram included "reduce speed ahead" signage for the school zone and advance warning signs for the crosswalk.

MOTION was made, seconded, duly VOTED to REFER to the DPW to install the proper advance warning and reduce speed ahead signs.

3-Old Business

3e) Request for crosswalk on Hager St.

Tim Collins passed out a diagram and photo of this location. The photo shows that there is plenty of room for a sidewalk, however, there is a culvert that would need to be addressed and an existing fence that would need to be moved back. Tim Collins said that a midblock crosswalk could be placed here with a sidewalk installed on the opposite side. Commissioner LaFreniere said that it is safer for them to cross right in front of their house as that is where the visibility is better. The Commissioner also noted, however, that the amount of work that would need to be done to install the crosswalk is not "insignificant" and making such an accommodation for one resident is not something that is normally done.

Chief Leonard asked if it was "realistic" to put a crosswalk here. Commissioner LaFreniere said that it would have to be designed, with the numbers run, and put together in the form of a capital improvement project. Chief Leonard advised that he would speak to the homeowner and let them know that the issue was discussed and that the DPW is looking into the cost of the sidewalk. It was determined that the sidewalk should be extended down to the last driveway on the East Side so that the last house on the West side would have access to it.

MOTION was made, seconded, duly VOTED to REFER to CHIEF LEONARD to speak with the homeowner and to ENGINEERING to look into the design and cost.

(Follow-up to Item missing from Agenda - Old Business from last month's meeting)

Parking restrictions in vicinity of 620 Farm Rd.

Tim Collins passed out a diagram of 620 Farm Road with the proposed second driveway indicated. He noted that he looked at moving the hydrant across the street and that he talked to the design people about moving the lights "a bit". He has not talked to the homeowner yet. Chief Leonard said that something definitely needs to be done for this homeowner. Commissioner LaFreniere again noted that a variance would be required for the second curb cut. This is a legitimate hardship that requires a variance. Tim Collins advised that he will get in touch with the homeowner to discuss in more detail.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING (Tim Collins) to contact the homeowner for further discussion.

NOTE: Fire Chief Fortin requested a suspension of rules to discuss an additional item not on the Agenda – All in Favor.

Traffic Issue that came up in Site Plan Meeting last night regarding proposed Cumberland Farms site (corner of Walker Street and Route 85).

Fire Chief Fortin wanted the Traffic Commission to be aware that Cumberland Farms was again requesting the left turn into their lot from Route 85. (It appears that this has already been approved.) Commissioner LaFreniere said that this was not their decision and it was definitely not something he would recommend. He noted that at the last Urban Affairs meeting the message was loud and clear that the left in on Route 85 was not an alternative. Don Ryder, City Solicitor, noted that the second set of plans submitted does show the left turn in from Rte. 85. He said that the appeal period has run out. (Neither Commission LaFreniere nor Chief Leonard were aware of this.) The only other thing to do is attempt to put conditions in other areas. For example, the Fuel Storage Permit needs to be approved by the City Council. Can a logical connection be made with regard to flammability and constructability of the entrance on Rte. 85? Can there be some language added where the site can be reviewed after a year for accidents, bottlenecks at the intersections, complaints etc.?

Commissioner LaFreniere asked what the chances are of tying these conditions to the Fuel Storage Permit. Upon further discussion there doesn't appear to be much chance as the fuel storage tanks that would need to be filled will all be underground. Don Ryder said that it makes sense to try to put a one year review somewhere. Tim Collins noted that if there was any way to tie it to the Fuel Storage License it would be better because the license needs to be reviewed every year. Fire Chief Flynn said that at last night's meeting Cumberland Farms did acknowledge that the intersection at Walker Street is a concern. Commissioner LaFreniere noted that cars would be stopped near the intersection and have to cross 2 lanes of traffic to enter Cumberland Farms.

NOTE: Commissioner LaFreniere left the meeting at this point and City Clerk Lisa Thomas arrived and quorum was maintained.

3d) Traffic Commission rules and regulations update.

The Commission reviewed another group of streets from the alphabetical listing on the "conflict list" at the direction of Tim Collins. The streets discussed were **Madison**

Street, Main Street, Maple Street, Maple Terrace, McEnelly Street, Monument Avenue, Mount Pleasant Street, Newton Street, Orchard Street, Phelps Street and Pleasant Street. The purpose of this review is to be sure that the specific regulations in the manual match what is truly in existence at the street location. Final regulations for each street will be able to be viewed in the rules and regulations manual upon completion.

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

3a) Municipal off street parking regulation.

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

3b) High School parking regulations.

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

3c) Stop signs on Bigelow Street.

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

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 11:15 am.

Respectfully submitted,

Karen L. Lambert
Records Clerk
Marlborough Police Department

List of documents and other exhibits used at the meeting:

- Meeting Agenda for Tuesday, May 28, 2013 (Including City of Marlborough Meeting Posting)
- E-mail from Sheila Casto to Chief Leonard, dated 5/15/13, re: Parking issues at 103 West Main Street.
- E-mail from Paul Murphy to all Traffic Commission Members, dated 5/9/13, re: Crosswalk at Jaworek School.

Additional Handouts

- Diagram of existing and proposed signage for School Zone area Jaworek School.
- Diagram and photo of Hager Street area relative to request for crosswalk.
- Diagram of proposed second driveway for 620 Farm Road.

