

REGULAR MEETING
APRIL 25, 2011

IN CITY COUNCIL
ABSENT:

CONVENED:
ADJOURNED:

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2011 APR 21 P 4:54

1. Minutes of the City Council Meeting, April 11, 2011.
2. Communication from the Mayor re: two transfer requests totaling \$275,780.00 with breakdown as follows: \$159,730.00 from Stabilization-Affordable Housing to CDA-Affordable Housing and \$116,050.00 from Stabilization-Affordable Housing to CDA-Affordable Housing for the purpose of building and rehabilitation of three affordable housing units in the City.
3. Communication from the Mayor re: transfer request in the amount of \$45,251.98 from Undesignated into various accounts to fund the newly ratified agreement between City of Marlborough and the Marlborough Municipal Employee Association (MMEA) with transaction details attached for this item.
4. Communication from the Mayor re: transfer request in the amount of \$36,043.86 from Undesignated into various accounts to fund salary line item adjustments for non-affiliated positions with transaction details attached for this item.
5. Communication from the Mayor re: Proposed Order for the Reorganization of Various Departments into the Human Services Department.
6. Communication from the Mayor re: Easterly Wastewater Treatment Plant Bond Authorization.
7. Communication from the Mayor re: appointments of Richard Collins, Andrea Shordone and Lynn Anderson to the Council on Aging Board of Directors for terms expiring the first Monday in May 2015 (4/5/15).
8. Communication from the Attorney Valeriani re: additional documents pertinent to Special Permit application for Wireless Communication Facility at Kane Self Storage Facility, 800 Bolton St., Order No. 11-1002623E.
9. Application of Tony Bitar d/b/a Hannoush Jewelers, for renewal of Junk Dealer's license at 601 Donald Lynch Blvd.
10. Minutes, Planning Board Minutes, March 28, 2011.
11. CLAIMS:
 - A. William Wyskoczka, 1 Turner Ridge Rd., other property damage
 - B. Jonathan Barnes, 43 Blanchette Dr., residential mailbox 2(a)
 - C. David Tscherne, 100 Berlin Rd., other property damage
 - D. Donald Randolph 587 Elm St., residential mailbox
 - E. Josette Kaplan, 269 Stearns Rd., residential mailbox 2(a)
 - F. Scott Ferguson, 98 Wellington St., other property damage
 - G. Louis Normandin, 644 Farm Rd., pothole or other road defect

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From City Council

12. **Order No. 11-100-2806-1 & 11-100-2806-2 - Communication from City Council President Arthur Vigeant re: proposed amendment to the Zoning Ordinance.** Steve Reid explained the rationale for the proposed Zoning Ordinance amendment which is principally to eliminate confusion resulting from the floor layout restrictions requiring 66% of the living area in each unit in a retirement community to be located on the first floor. The change relaxes the mathematical calculation of how a property is oriented. According to Inspector Reid there is no effect on existing condos and no change to other Special Permit requirements. Councilors Vigeant and Delano expressed concerns regarding proper notification to the existing Retirement Communities and requested that the committee delay discussions until further feedback can be obtained from residents. Steve Reid provided verification that proper notice was sent. The Committee determined that the soonest the full Council could act on the order is April 25th due to advertising requirements. We are also waiting on an opinion from the Planning Board. This should allow adequate time to solicit further feedback from residents. **Recommendation of the City Council is to table both orders 5-0.**



**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK**

**Lisa M. Thomas
140 Main St.
Marlborough, MA 01752
(508) 460-3775 FAX (508) 460-3723
APRIL 11, 2011**

Regular meeting of the City Council held on Monday, APRIL 11, 2011 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors present: Ossing, Vigeant, Pope, Levy, Delano, Ferro, Elder, Tunnera, Seymour, and Landers. Absent: Clancy. Meeting adjourned at 9:30 PM.

ORDERED: That the minutes of the City Council Meeting MARCH 28, 2011, **FILE AS AMENDED**; adopted.

ORDERED: That the PUBLIC HEARING On the Application for Special Permit from Attorney Bergeron on behalf of Melanson Development Group, Inc. to expand the non-conforming use of the existing Walker house and barn located on 93 Framingham Rd, Order No. 11-1002853, all were heard who wish to be heard, hearing recessed at 9:15 p.m.

Councilors Present: Ossing, Vigeant, Pope, Levy, Delano, Ferro, Elder, Tunnera, Seymour, & Landers.

Councilor Absent: Councilor Clancy

At President Vigeant's request to recess at 9:15 PM and returned to open meeting at 9:17 PM, **APPROVED**; adopted.

ORDERED: That the following Police transfer requests for the purpose of funding the newly ratified agreement between the City of Marlborough and the New England Police Benevolent Association, Local 81, refer to **FINANCE COMMITTEE**; adopted.

TRANSFER REQUEST								
		FROM ACCOUNT			TO ACCOUNT			
AVAILABLE BALANCE	AMOUNT	ORG C	OBJECT	ACCOUNT DESCRIP	AMOUNT	ORG CODE	OBJECT	ACCOUNT DESCRIP AMOUNT AVAIL
		Undesignated Fund					Police	
\$ 1,408,278.00	\$ 54,927	10000	35900	Undesignated Fund	\$ 39,040	12100001	50420	Police Officer
					\$ 1,196	12100003	51342	Longevity
					\$ 781	12100003	51410	First Responder
					\$ 4,601	12100003	51440	Edu Incent
					\$ 1,164	12100003	51450	Night Shift
					\$ 2,632	12100003	51490	Holiday
					\$ 1,440	12100003	51920	Sick Leave
					\$ 489	12100003	50435	Specialist
					\$ 149	12100003	51370	OT Celebration
					\$ 199	12100003	51360	OT Training
					\$ 2,214	12100003	51310	OT Reg
					\$ 904	12100003	51320	OT Court
					\$ 117	12100003	51329	On Call
					\$ 54,927			

ORDERED: That the Personnel transfer in the amount of \$1,681.00 which moves funds from Medical Exams to Part-Time Senior Clerk to cover retroactive step increases as well as increased accruals in the department, refer to **FINANCE COMMITTEE**; adopted.

FROM:

Acct. #11520004-53010 \$1,681.00
Medical Exams

TO:

Acct. # 11520002-50401 \$1,681.00
Part Time Senior Clerk

ORDERED: That the Conservation Maintenance Funds transfer request in the amount of \$10,000.00 which moves funds from Undesignated to Conservation Trust fund as part of conditions of two special permits, refer to **FINANCE COMMITTEE**; adopted.

FROM:

Acct. #10000-35900 \$10,000.00
Undesignated Funds

TO:

Acct. # 84500-48300 \$10,000.00
Conservation Trust Fund

FROM:

Acct. #13100003-51730 \$23,274.16
Unemployment

TO:

Acct. # 12100003-51920 \$15,069.60
Sick Leave

Acct. # 12100002-50520 \$8,204.56
Principal Clerk

ORDERED: That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation and approval of the Mayor, does authorize an increase in expenditures in the Public Safety Revolving Fund from forty-five thousand dollars (\$45,000) to no more than seventy-five thousand dollars (\$75,000) during Fiscal Year 2011, **APPROVED**; adopted.

ORDERED: That the Acceptance of Gift to the Conservation Commission in the amount of \$1,400.00 from the Butler Family Foundation to be used to maintain the Felton Conservation Land on Elm St. for purposes as outlined in MGL, Chapter 44, Section 53 1/2, refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the Communication from Comptroller Tom Abel re: Electronic Real Estate Tax Bills, **FILE**; adopted.

ORDERED: That the Communication from Comptroller Tom Abel re: Disclosure Report for FY10 as required, **FILE**; adopted.

ORDERED: Communication from Planning Board Chair Barbara Fenby re: Proposed Zoning Ordinance Change, Retirement Community, **FILE**; adopted.

ORDERED: That the Application of Best Buy Stores, LP for renewal of Junk Dealer's license at 769 Donald Lynch Blvd., refer to **PUBLIC SERVICES**; adopted.

ORDERED: That the Application of Sergey Yeghiyan, d/b/a C.T.C. Gold & Diamond Refinery for Junk Dealer's license at 149 Main St., refer to **PUBLIC SERVICES**; adopted.

ORDERED: That the NStar Gas Co. Condensed Financial Return for yearend December 31, 2010, **FILE**; adopted.

ORDERED: That the Minutes, Planning Board, March 14, 2011, **FILE**; adopted.

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

- A. Linda DiBenedetto, 230 Hildreth St., other property damage
- B. Jeff Carchidi, 209 Simpson Rd., other property damage
- C. Claudette Mitchell, 3 Kelber Dr., other property damage
- D. Robert Seymour, 17 Kenney Lane, other property damage
- E. Jennifer Blair, 40 Memory Lane, pothole or other road defect
- F. New Horizons at Marlborough, 400 Hemenway St., residential mailbox claim 2(a)
- G. Sandra Dehart, 8 Turner Ridge Rd., other property damage
- H. Joseph Curley, 69 Sunshine Dr., other property damage
- I. Doris Maffioli, 118 Conrad Rd., other property damage
- J. Marcia Wilcox, 111 Conrad Rd., other property damage
- K. Seymour Sackler, 7 Barnard Rd., other property damage
- L. Susan Throckmoton, 20 Midland St., other property damage
- M. John Riley, 9 Turner Ridge Rd., other property damage
- N. Luiz Lott, 14 Calder St., residential mailbox claim 2(b)
- O. Thomas Czarkowski, 80 Conrad Rd., other property damage
- P. Ronald Demarco, 6 Libby Ave., other property damage
- Q. Charles & Barbara Doucette, 67 Pheasant Hill Rd., other property damage
- R. Peter & Robin Cohan, 2 Turner Ridge Rd., other property damage
- S. Silvino Paz, 76 Church St., other property damage
- T. Lisa McNally-Shahbazi, 3 Monroe Ave., residential mailbox claim 2(a) & other property damage
- U. Dean & Jennifer Vittum, 52 Fitzgerald Rd., other property damage
- V. Greg Barry, 120 Woodland Dr., residential mailbox claim 2(a)

Councilor Seymour abstained

Reports of Committees:

Councilor Ossing reported the following out of the Finance Committee:

Order No. 11-1002848 - Increase Expenditure in Public Safety Revolving Fund: The Finance Committee continued deliberation on the Mayor's letter dated March 10, 2011 requesting the increase in allowed annual expenditures from \$45,000 to \$75,000 in the FY11 Public Safety Revolving Training fund that was tabled at the March 21, 2011 Finance Committee meeting. The Finance Committee concluded that the existing language in the order was sufficient and that a letter from the Mayor authorizing the increase in funding was required for City Council approval. The Finance Committee voted 4 – 0 to request the Mayor submit a letter to the City Council on the April 14, 2011 meeting authorizing the increase in the annual expenditures in the Public Safety Revolving Fund from \$45,000 to \$75,000 in FY11. **Recommendation of the Finance Committee is to unanimously support approving the increase in authorized expenditures at the April 14, 2011 meeting.**

Councilor Elder requested to take the following petition off the table – APPROVED; adopted.

That a petition to the General Court, accompanied by a bill for a special law relating to the city of Marlborough to be filed with an attested copy of this order, be, and hereby is, approved under Clause (1) of Section 8 of Article 2, as amended, of the Amendments to the Constitution of the Commonwealth of Massachusetts, to the end that legislation be adopted precisely as follows, except for clerical or editorial changes of form only:-

**AN ACT RESTRICTING
RETIREMENT AND INSURANCE BENEFITS FOR
CERTAIN CITY COUNCILORS
IN THE CITY OF MARLBOROUGH**

Be it enacted by the Senate and House of Representatives in General Court assembled, and by the authority of the same, as follows:

SECTION 1. Notwithstanding clause (vi) of paragraph (2)(a) of section three of chapter thirty-two of the General Laws or any other general or special law to the contrary, a person who for the first time, at the municipal election scheduled for November 1, 2011 or at any election thereafter, is elected by popular vote to the position of city councilor in the city of Marlborough shall not be eligible for membership in the Marlborough Contributory Retirement System as a member in service as defined in clause (i) of paragraph (1) (a) of the said section three; provided, however, that if a person so elected is, prior to November 1, 2011, already a member of the Marlborough Contributory Retirement System, said election shall not affect such person's membership.

SECTION 2. Notwithstanding section 2 of chapter thirty-two B of the General Laws or any other general or special law to the contrary, a person who for the first time, at the municipal election scheduled for November 1, 2011 or at any election thereafter, is elected by popular vote to the position of city councilor in the city of Marlborough shall not be eligible to participate in a plan of group life insurance, group accidental death and dismemberment insurance, or group general or blanket hospital, surgical, medical, dental and other health insurance, as provided by and through the city of Marlborough; provided, however, that if a person so elected is, prior to November 1, 2011, already a participant in a plan of group life insurance, group accidental death and dismemberment insurance, or group general or blanket hospital, surgical, medical, dental and other health insurance, as provided by and through the city of Marlborough, said election shall not affect such person's participation.

SECTION 3. Nothing in or resulting from this act shall affect any person who, as of November 1, 2011, is already serving in the position of city councilor in the city of Marlborough and who is re-elected by popular vote to that position at the municipal election scheduled for November 1, 2011 or at any election thereafter.

SECTION 4. This act shall take effect upon its passage.

APPROVED; adopted.

Suspension of the Rules requested - granted

ORDERED: That the DPW transfer requests as follows with explanations noted on the spreadsheet:

- Transfer in the amount of \$5,600.00 from Sewer-Assistant Commissioner to Water-Temporary Part-Time.
- Transfer in the amount of \$10,000.00 from Water-Equipment Operators to Water-Maintenance Trenches.
- Transfer in the amount of \$10,000.00 from Streets-Equipment Operators to Streets-Highway Construction Materials.
- Transfer in the amount of \$15,000.00 from Repair Shop-Motor Equipment Repairmen to Repair Shop-Rep./Maint. Supplies-Veh.
- Transfer in the amount of \$1,600.00 from Repair Shop-Motor Equipment Repairmen to Repair Shop-Temporary Part-Time, **APPROVED**; adopted.

CITY OF MARLBOROUGH --BUDGET TRANSFERS--									
DEPT:		PUBLIC WORKS				FISCAL YEAR:		2011	
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$50,504	\$5,600	60080001	50630	Sewer-Assistant Commissioner	\$5,600	61090003	51240	Water-Temporary Part Time	\$30
		Reason: Money available due to retirement.				Projected cost to complete FY11. Includes temporary part time office coverage for billing office and summer help utilized to paint hydrants.			
\$193,420	\$10,000	61090001	50740	Water-Equipment Operators	\$10,000	61090006	54620	Water-Maintenance Trenches	\$14
		Money available due to temporary vacancy.				Funds needed to repair trench areas resulting from emergency water main breaks and sewer blockages.			
\$215,079	\$10,000	14001303	50740	Streets-Equipment Operators	\$10,000	14001305	55310	Streets-Highway Constr. Materials	\$12,318
		Money available due to Worker's Compensation.				Repair of roadway deficiencies throughout city.			
\$55,660	\$15,000	14001403	50745	Repair Shop-Motor Equipment Repairmen	\$15,000	14001406	54810	Repair Shop-Rep./Maint. Supplies-Veh.	\$187
		Money available due to temporary vacancy.				Anticipated funds needed to purchase supplies for vehicle repairs for remainder of fiscal year.			
\$55,660	\$1,600	14001403	50745	Repair Shop-Motor Equipment Repairmen	\$1,600	14001403	51240	Repair Shop-Temporary Part Time	\$1,400
		Money available due to temporary vacancy.				Funds needed to complete FY 11 Assabet Valley High School Co-Op Student & Summer Help Programs.			

Suspension of the Rules requested - granted

ORDERED: That the Police transfer request in the amount of \$15,069.60 which moves funds from Unemployment to Sick Leave and \$8,204.56 which moves funds from Unemployment to Principal Clerk necessary to pay unbudgeted benefits associated with an employee's retirement, **APPROVED**; adopted.

FROM:

Acct. #13100003-51730

\$23,274.16

Unemployment

TO:

Acct. # 12100003-51920

\$15,069.60

Sick Leave

Acct. # 12100002-50520

\$8,204.56

Principal Clerk

ORDERED: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING CHAPTER 650-21, ENTITLED "RETIREMENT COMMUNITY RESIDENCE DISTRICTS," AND CHAPTER 650-22, ENTITLED "RETIREMENT COMMUNITY RESIDENCE DISTRICTS OVERLAY DISTRICTS," AS FOLLOWS:

1. Section 650-21, entitled "Retirement Community Residence Districts," is hereby amended:
 - a. by amending subsection C(3) thereof, by deleting the second sentence thereof, which heretofore read "At least 66% of the living area in each unit shall be located on the first floor."
 - b. by amending subsection C(8) thereof, by amending the second sentence thereof, by adding after the word "provide" the following words:-- at least.
2. Section 650-22, entitled "Retirement Community Overlay Districts," is hereby amended:
 - a. by amending subsection C thereof, entitled "Permitted uses":
 - i. by amending the introduction thereof, by striking out in the sixth line thereof the following words:-- "and such additional multifamily housing units segregated onto a separate portion of the site, referred to herein as an 'ancillary residential community,' as the City Council deems appropriate,".
 - ii. by amending subsection (3) thereof, by deleting the second sentence thereof, which heretofore read "At least 66% of the living area in each unit shall be located on the first floor."
 - iii. by amending subsection (8) thereof, by amending the second sentence thereof, by adding after the word "provide" the following words:-- at least.
 - iv. by amending subsection (14) thereof, by striking out said subsection in its entirety, including sub-subsections (a) through (f), which heretofore read:

"(14) The following site development provisions shall apply to any ancillary residential community which is approved in conjunction with the granting of a special permit for the construction of a retirement community:

(a) Each building in an ancillary residential community shall face either upon an existing street or upon a public or private way constructed within said ancillary residential community and shall have a minimum front yard of no less than 10 feet from the edge of

the paved way to the closest point of the structure. Each building, whether principal or accessory, shall be at least 50 feet from any other building by air line distance between the nearest points of the building.

(b) No dwelling unit shall contain less than 800 square feet of floor space exclusive of halls and stairs, and no room shall contain less than 120 square feet.

(c) No part of any building in any ancillary residential community shall be less than 30 feet from any lot line, less than 50 feet from any street, or less than 80 feet from the nearest structure in a retirement community.

(d) All site landscaping shall be designed so as to provide a clear sense of separation between the ancillary residential community and a retirement community. Landscape design preference shall be given to the maintenance of existing trees and ground cover. The development of large lawn areas shall be minimized.

(e) The City Council may, as a condition of any special permit which includes an ancillary residential community, require that the land area on which the ancillary residential community is located be permanently maintained as one undivided lot or, within a condominium, as one undivided condominium unit, or require such other legal mechanism as will, in the opinion of the City Council, assure that the said ancillary residential community will not be subdivided or its ownership further condominiumized, that said ancillary residential community will remain as rental housing, and that ownership of said ancillary residential community will remain consolidated.

(f) The total number of units in an ancillary residential facility shall not exceed 30% of the combined total of retirement community and ancillary apartment units.”

- v. by amending subsection (15) thereof, by amending the introduction thereof, by striking out in the first line thereof the following words:-- “and which does not include any ancillary residential community”.

3. The effective date of these amendments shall be the date on which they are voted upon by the city council, **TABLED UNTIL APRIL 25, 2011**; adopted.

[END: Order No. 11-1002806-1]

That, as a result of the City Council’s approval of Order No. 11-1002806-1, the following special permits previously approved by the City Council, in its capacity as special permit granting authority, shall each be modified in the following respects:

- 1) Special Permit issued to Brigham Development Corp., 38 Brigham Street, Marlborough, MA for development and operation of land at 388 Boston Post Road East into a "Retirement Village" of condominiums, Order No. 97-7158B, adopted September 8, 1997. The second sentence in condition number 7 thereof, which sentence had read "At least 66% (sixty six percent) of the living area in each unit shall be located on the first floor," shall be stricken and shall have no legal effect as of the effective date of Order No. 11-1002806;
- 2) Special Permit issued to Brigham Development Corp. and Williams Village, LLC, 38 Brigham Street, Marlborough, MA to construct a retirement community, Order No. 99-7967B, adopted April 5, 1999. The second sentence in condition number 7 thereof, which sentence had read "At least 66% (sixty six percent) of the living area in each unit shall be located on the first floor," shall be stricken and shall have no legal effect as of the effective date of Order No. 11-1002806; and
- 3) Special Permit issued to Metro Park Corp., 929 Boston Post Road East, Marlborough, MA to construct a retirement community, Order No. 03-10022, adopted September 8, 2003, as amended by a Revised Special Permit issued to Toll MA Land Partnership, 250 Gibraltar Road, Horsham, PA to construct 69 townhouse residential retirement community units, Order No. 09-1002151C, approved June 22, 2009. The second sentence in condition number 7 thereof, which sentence had read "At least 66% (sixty-six percent) of the living area in each unit shall be located on the first floor," shall be stricken and shall have no legal effect as of the effective date of Order No. 11-1002806, be and is herewith **TABLED UNTIL APRIL 25, 2011**; adopted.

[END: Order No. 11-1002806-2]

ORDERED: That the Retirement Benefits transfer request in the amount of \$9,000.00 which moves funds from Unemployment to Retirement to fund an employee's special military assessment benefits, **APPROVED**; adopted.

FROM:

Acct. #13100003-51730	\$9,000.00
Unemployment	

TO:

Acct. # 11940006-51770	\$9,000.00
Retirement	

ORDERED: That the Unemployment Benefits transfer request in the amount of \$35,000.00 which moves funds from Unemployment to Unemployment to fund unemployment benefits for employees not funded in the original budget, **APPROVED**; adopted.

FROM:

Acct. #13100003-51730	\$35,000.00
Unemployment	

TO:

Acct. # 11970006-51730	\$35,000.00
Unemployment	

ORDERED: That the Wireless Receipts transfer request in the amount of \$51,000.00 which moves funds from Undesignated to Open Space Stabilization to move the city's wireless antennae receipts for FY10 to open space account, **TABLED**; adopted.

FROM:

Acct. #10000-35900	\$51,000.00
Undesignated	

TO:

Acct. # 83600-32918	\$51,000.00
Stabilization-Open Space	

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 2011, amend paragraph (d) of Order No. 10-1002587B, which concerns a revolving fund to be utilized by the Mayor, as follows:

- (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) that expenditures from said fund shall be limited to public safety training; and
- (c) that the Mayor shall be the only officer authorized to approve expenditures from the same; and
- (d) no more than seventy-five thousand dollars shall be expended during Fiscal Year 2011, 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.

FILE; adopted.

ORDERED: That the DPW transfer request in the amount of \$200.00 which moves funds from Misc.Hand/Power tool to Rep./Maint. Equipment due to increases in repair costs with hand powered tools, **APPROVED**; adopted.

FROM:

Acct. #114001506-54420	\$200.00
Misc.Hand/Power	

TO:

Acct. # 14001506-52500	\$200.00
Rep./Maint. Equipment	

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
Executive Director of Human Services	7/1/11	\$59,120.00	\$61,484.80	\$63,944.19	\$66,501.96
Human Services Manager	7/1/11	\$44,803.00	\$46,595.12	\$48,458.92	\$50,397.28
Council on Aging Program Manager	7/1/11	N/A	N/A	N/A	\$19,000.00

APPROVED; adopted.

Previously passed all stages of legislation - objection to passage in one evening.

MOTION: Approve - carries

Councilor Ferro and Ossing requested to be recorded in opposition.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:30 p.m.



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

Nancy E. Stevens
MAYOR

Krista J. Holmi
EXECUTIVE AIDE

Katherine M. LaRose
EXECUTIVE SECRETARY

RECEIVED
CITY OF MARLBOROUGH
2011 APR 21 A 9:50

April 19, 2011

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

Re: Community Development Transfer Request

Honorable President Vigeant and Councilors:

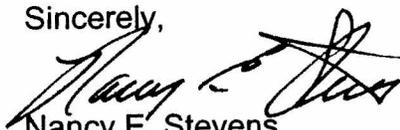
On behalf of the Community Development Authority, I am submitting for your approval two transfer requests in the total amount of \$275,780.00 for the building and rehabilitation of three affordable housing units in the City. Details of the transfers are as follows:

- 1.) Transfer in the amount of \$159,730.00 moving funds from account number 83600-32718 to account number 89000-24998. This transfer will fund the proposed collaborative project at 61 Emmett Street between the City of Marlborough and the Assabet Valley Technical School. Scope of this project includes the demolition of the existing uninhabitable structure and the building of a new single family home.
- 2.) Transfer in the amount of \$116,050.00 moving funds from account number 83600-32718 to account number 89000-24998. This transfer will enable the rehabilitation of the 16 Clinton Street property into a two-family rental unit.

The Community Development Authority will be happy to provide City Council with proposed plans for these projects.

As always, please feel free to call with any questions or concerns.

Sincerely,


Nancy E. Stevens
Mayor

Enclosures



Marlborough Community Development Authority
255 Main Street, Marlborough, MA 01752 ♦ V: 508.460.3715 ♦ F: 508.460.3700
♦TDD: 508.460.3610
www.marlborough-ma.gov

TO: City Council Members
FROM: Mayor Nancy Stevens
Date: April 19, 2011
RE: Request for Affordable Housing Trust Funds

The Marlborough Community Development Authority (MCDA) is requesting funding from the Affordable Housing Trust Fund to fund two affordable housing projects. They are as follows:

Funding in the amount of \$159,730 for the demolition and rebuilding of 61 Emmett Street with the Assabet Vocational School into a new single family affordable home.

Funding in the amount of \$116,050 to rehabilitate 16 Clinton Street into a two family affordable home.

The total amount requested is \$275,780.

The MCDA has already been awarded \$20,000 from the Attorney General's Office to be used for the renovation of an abandoned/foreclosed property, for which Clinton Street would be eligible. The MCDA is also looking into the possibility of using the proceeds from the sale of Neighborhood Stabilization properties to cover the cost of demolishing Emmett Street.

CDA - Emmett St - Marlborough House Project - Estimate for Construction 2011

16 Clinton Street Project

other funding sources

Foundation Repair				\$ 4,000.00	
Siding				\$ 4,000.00	
Roof				\$ 3,500.00	
Window Repair				\$ 1,000.00	
Basement Windows				\$ 1,600.00	
Exterior Doors				\$ 2,500.00	
Interior Door Repair				\$ 1,500.00	
Bathrooms	2			\$ 15,000.00	
Kitchens	2			\$ 15,000.00	
Finish Floor				\$ 4,400.00	
Board, plaster patch and				\$ 2,000.00	
Insulation					
Heat boilers and Base Board	1			\$ 15,000.00	
Hot Water Heaters				\$ 4,000.00	
Electric Service				\$ 1,200.00	
Electric Lighting				\$ 3,000.00	
Electric Repair				\$ 5,000.00	
Electric Smokes and CO's				\$ 5,000.00	
Interior Painting				\$ 7,000	
Front 1st to 2nd Stair Balistraid				\$ 4,000.00	
Deleading				\$ 10,000.00	
Demo Garage				\$ 4,000.00	
Asbestos Pipe Wrap removal				\$ 4,000.00	
Front Entry Porch				\$ 1,000.00	
			Sub Total	\$ 117,700.00	
General Administration					
Project Manager		CDA			\$ 5,600.00
Rehab Specialist					\$ 4,800.00
Permits					\$ 800.00
Legal (title and recording)					\$ 2,150.00
Insurance					\$ 2,000.00
Construction Support (Sanitation, etc.)					\$ 1,500.00
Marketing		CDA Staff			\$ 1,500.00
Other Funding Sources		Attorney General's Grant			\$ (20,000.00)
					\$ 117,700.00
Contingency 10%					\$ 11,770.00
Total			Total		\$ 116,050.00

CDA - Emmett St - Marlborough House Project - Estimate for Construction 2011

Emmett St

3/30/11 3:45pm

other funding sources

Frame, siding, roof	National		\$ 16,000.00	
Windows/Exterior doors	National		\$ 7,000.00	
Interior Trim	National		\$ 3,500.00	
Garage Doors	Door Systems		\$ 1,500.00	
Cabinets-and countertops/vanity	Assabet		\$ 5,000.00	
Front Pre-cast steps-railings	Wachusett Precast		\$ 800.00	
Plumbing-	Assabet		\$ 9,000.00	
Electrical-Code minimum	Assabet		\$ 7,000.00	
Lighting fixtures-allowance	Assabet		\$ 2,000.00	
Flooring	Lumber Liquidators			
Hardwood				
Tile-				
Sheet Vinyl and Carpeting	Guidos	All Flooring	\$ 7,000.00	
Painting	Assabet		\$ 4,000.00	
Insulation and installation	National		\$ 3,500.00	
Blueboard installation/plaster	SK plastering		\$ 7,000.00	
Driveway	Mercurio		\$ 1,000.00	
Demo/Site prep	F&D		\$ 16,000.00	nsp
Asbestos and lead removal			\$10,000	nsp
Foundation	Cutler		\$ 6,000.00	
Basement and Garage Floors- Concrete Slab	Ullstrom		\$ 2,000.00	
Electrical to lot				
Fuel-Heating	Assabet		\$ 4,000.00	
Landscaping				
Deck 12x12	Assabet		\$ 1,000.00	
On site secure storage	POD		\$ 1,000.00	
Transportation of students			\$ 1,000.00	
		Sub Total	\$ 115,300.00	\$ -
General Administration				
Project Manager	CDA			\$ 10,000.00
Water and Sewer Hook-up				\$ 5,000.00
Site plan/surveying				\$ 1,500.00
Plans for house				\$ 1,500.00
Gutters				\$ 1,400.00
Permits				\$ 1,350.00
Legal (title and recording)				\$ 2,150.00
Insurance				\$ 4,000.00
Construction Support (Sanitation, etc.)				\$ 3,000.00
Lottery Management and Marketing	CDA Staff			\$ 3,000.00
				\$ 148,200.00
Contingency 10%				\$ 11,530.00
		Total		\$ 159,730.00

TRANSFER REQUEST

FISCAL YEAR: 2011

		FROM ACCOUNT:				TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
<u>\$278,500</u>	<u>\$159,730.00</u>	<u>83600</u>	- <u>32718</u>	<u>Stabilization-Affordable Housing</u>	<u>\$159,730.00</u>	<u>89000</u>	- <u>24998</u>	<u>CDA-Affordable Housing</u>	<u>\$0</u>	
	Reason:	To transfer funding from the Stabilization-Affordable Housing fund for the demolition and rebuilding of 61 Emmett Street								

TRANSFER REQUEST

FISCAL YEAR: 2011

Available Balance	Amount	FROM ACCOUNT:			Amount	TO ACCOUNT:			Available Balance
		Org Code	Object	Account Description:		Org Code	Object	Account Description:	
<u>\$278,500</u>	<u>\$116,050.00</u>	<u>83600</u>	- <u>32718</u>	<u>Stabilization-Affordable Housing</u>	<u>\$116,050.00</u>	<u>89000</u>	- <u>24998</u>	<u>CDA-Affordable Housing</u>	<u>\$0</u>

Reason: To transfer funding from the Stabilization-Affordable Housing fund for the rehabilitation of 16 Clinton Street



RECEIVED
CITY CLERK'S OFFICE
2011 APR 21 A 9:57

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

Nancy E. Stevens
MAYOR

Krista J. Holmi
EXECUTIVE AIDE

Katherine M. LaRose
EXECUTIVE SECRETARY

April 12, 2011

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

RE: MMEA Transfer Request

Honorable President Vigeant and Councilors:

I am submitting for your approval a transfer in the amount of \$45,251.98 from account number 10000- 35900 (Undesignated) into various accounts. The transfer will fund the newly ratified agreement between the City of Marlborough and the Marlborough Municipal Employee Association (MMEA). Transfer account details can be found in the attached transfer sheet.

As always, please feel free to call with any questions or concerns.

Sincerely,

Nancy E. Stevens
Mayor

Enclosure

REQUEST TO FUND MARLBORO MUNICIPAL EMPLOYEE ASSOC CONTRACT

FROM : ACCOUNT 10000-35900 UNDESIGNATED FUND **\$45,251.98**
ACCOUNT BALANCE \$1,408,278

TO: THE FOLLOWING ACCOUNTS

COMPTROLLER		Total Transfer
11330002 -50062	FIN ASST	\$ 1,647.57
11330003 -51430	LONGEV	\$ 54.72
-51920	SICK BB	\$ 62.17
AUDITOR		
11350002 -50062	FIN ASST	\$ 823.78
-50550	HEAD CLK	\$ 751.26
-50770	SR CLK	\$ 286.07
11350003 -51430	LONGEV.	\$ 37.61
-51920	SICK BB	\$ 28.35
ASSESSORS		
11410002 -50520	PRIN CLK	\$ 667.68
11410001 -50170	SR ASSR	\$ 1,001.38
11410002 -50550	HEAD CL	\$ 751.26
11410003 -51430	LONGEV	\$ 60.71
-51920	SICK BB	\$ 91.33
COLLECTOR		
11440002 -50770	SR CLK	\$ 1,144.27
11440003 -51430	LONGEV	\$ 18.44
-51920	SICK BB	\$ 43.18

INFO SYSTEMS

11550001 -50210	SYS ANYL	\$	893.80
-50213	NET ENG	\$	1,147.64

CITY CLERK

11610002 -50770	SR. CLK	\$	572.12
11610003 -51430	LONGEV	\$	53.44
-51920	SICK BB	\$	52.18

ELECTION/REG

11620002 -50550	HEAD CL	\$	-
-50770	SR. CLK	\$	572.12
11620003 -51430	LONGEV	\$	37.61
-51920	SICK BB	\$	28.35

PROPERTY & BUILD

11920001 -50292	CRAFTMN	\$	2,803.65
-50385	ELECTRIC	\$	781.38
11920002 -50520	PRIN CLK	\$	667.68
11920003 -50560	CUSTOD	\$	2,106.76
11920003 -51430	LONGEV	\$	200.78
-51920	SICK BB	\$	192.29

POLICE

12100002 -50520	PRIN CLK	\$	712.53
12100003 -50540	CHF DISP	\$	706.88
-51213	PBL DISP	\$	4,941.88
-51214	PUB ASST	\$	795.92
-51430	LONGV	\$	110.98
-51920	SICK BB	\$	30.04
51342	Night SFT	\$	132.74

INSPECTION

12410001	-50260	AST BLD IN	\$	1,621.13
	-50370	PLUMB INS	\$	895.54
	-50380	ELEC INSP	\$	524.00
12410002	-50770	SR CLK	\$	2,026.98
12410003	-51430	LONGEV	\$	118.44
	-51920	SICK BB	\$	118.97

DPW ADMIN

14001002	-50550	HEAD CL	\$	751.27
	-50770	SR. CLK	\$	572.16
	-50520	PRIN CLK	\$	667.69
14001003	-51430	LONGEV	\$	49.27
	-51920	SICK BB	\$	53.56
61090002	-50520	PRIN CLK	\$	667.69
	-51430	LONGEV	\$	25.96
	-51920	SICK BB	\$	25.21

RECREATION

14920001	-50166	PRG MR	\$	767.78
14920002	-50770	SR. CLK	\$	572.13
14920003	-51430	LONGEV	\$	37.25
	-51920	SICK BB	\$	50.57

HEALTH & LICENSE

15120001	-50611	ASST SAN	\$	700.91
15120002	-50770	SR. CLK	\$	572.13
15120003	-51430	LONGEV	\$	69.99
	-51920	SICK BB	\$	55.24

COUNCIL ON AGING

15410001 -50312	OUTREACH	\$	613.78
15410002 -50520	PRIN CLK	\$	572.13
15410003 -51430	LONGEV	\$	6.77
-51920	SICK BB	\$	-

LIBRARY

16100001 -50470	CHILD LIB	\$	691.52
-50471	YNG ADULT	\$	246.61
-50480	CATALOG	\$	667.67
-50656	HD CIRCL	\$	751.26
16100002 -50520	PRIN CLK	\$	667.67
16100003 -50490	LIB STAFF	\$	1,144.26
-50860	FT LIB CLK	\$	384.52
51261	PT CLKS	\$	2,190.66
51262	PAGES	\$	415.54
51263	SUN STAFF	\$	29.68
-51430	LONGEV	\$	63.59
-51920	SICK BB	\$	-

FIRE

12200002 -51214	PUB AST	\$	-
12200003 -51430	LONGV	\$	795.92
51920	Sick BB	\$	25.96
		\$	30.04
		\$	-
		\$	-

TOTAL TRANSFER REQUEST = \$ 45,251.98



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

Nancy E. Stevens
MAYOR

Krista J. Holmi
EXECUTIVE AIDE

Katherine M. LaRose
EXECUTIVE SECRETARY

RECEIVED
CITY OF MARLBOROUGH
CITY OF MARLBOROUGH

2011 APR 21

April 12, 2011

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

RE: Non-Affiliated Employee Transfer Request

Honorable President Vigeant and Councilors:

I am submitting for your approval a transfer in the amount of \$36,043.86 from account number 10000- 35900 (Undesignated) into various accounts. The transfer will fund salary line item adjustments for non-affiliated positions. The adjusted pay rates are consistent with the City's recently executed contracts with its collective bargaining units. Transfer account details can be found in the attached transfer sheet.

As always, please feel free to call with any questions or concerns.

Sincerely,

Nancy E. Stevens
Mayor

Enclosure

AVAILABLE BALANCE	AMOUNT	FROM ACCOUNT		To Account			Total Transfer
		ORG COD	OBJECT	ACCOUNT DISCRIP	ORG CODE	OBJECT	
\$ 1,408,278.00	\$ 36,043.86	10000	35900	UNDESIGNATED FUND	11210001	50010 MAYOR	\$ 1,148.43
						50321 EX AIDE	\$ 834.76
					11210002	50590 EX SECY	\$ 665.44
					11210003	51430 LONG	\$ -
						51920 SICK LEAVE	\$ -
					11330001	50015 COMPTROLLER	\$ 1,368.15
					11350001	50020 AUDITOR	\$ 1,089.19
					11410001	50160 ASSESSOR	\$ 1,089.19
					11410003	50177 CERTIFICATION	\$ 109.02
					11440001	50042 COLLECTOR	\$ 1,089.20
					11110003	50070 CITY COUNCILORS	\$ 1,564.30
					11110002	50350 CITY COU SECY	\$ 834.76
					11110003	51430 LONG	\$ 40.95
						51920 SICK LEAVE	\$ 31.51
					11510001	50030 SOLICITOR	\$ 1,438.59
						50172 ASST SOLICITOR	\$ 1,164.46
						50174 PROCURE. OFF.	\$ 887.21
					11520001	50530 PERS DIRECTOR	\$ 1,051.32
						50532 PER ASST.	\$ 716.05
					11520002	50401 PT SR CLK	\$ 335.21
					11610001	50050 CITY CLK	\$ 1,089.18
					11610002	50290 ASST CITY CLK	\$ 810.56
					11610003	51430 LONG	\$ 24.62
						51920 SICK LEAVE	\$ 30.58
					11920001	50291 DIRECTOR	\$ 640.38
					11920003	51430 LONG	\$ 38.44
						51920 SICK LEAVE	\$ 48.33
					12100001	50140 POLICE CHIEF	\$ 1,475.01
					12100003	51432 LONG	\$ 92.20

	51920 SICK LEAVE	\$	119.77
	51440 EDUC	\$	368.76
	51410 FIRST RESP	\$	36.89
12200001	50130 FIRE CHIEF	\$	1,365.26
12200003	51480 EMT	\$	70.22
	51440 EDUC	\$	168.53
	51226 FIRST RESP	\$	28.10
12410001	50090 BLDG INSP	\$	1,198.06
	50109 ENVIR. OFFICER	\$	1,001.38
12410003	51430 LONG	\$	59.54
	51920 SICK LEAVE	\$	45.21
14001001	50600 DPW COMM	\$	1,611.30
	50630 ASST COMM	\$	1,334.20
14001003	51430 LONG	\$	144.51
	51920 SICK LEAVE	\$	111.17
14001101	50640 ENGINEER	\$	1,334.20
60080001	50630 ASST COMM	\$	-
6008003	51430 LONG	\$	-
	51920 SICK LEAVE	\$	-
14920001	50110 REC DIRECTOR	\$	925.39
15120001	50605 SAN/ADMIN	\$	947.58
15120001	50220 SEALER	\$	182.99
	50390 NURSE	\$	882.19
15120003	51430 LONG	\$	44.04
	51920 SICK LEAVE	\$	33.29
15270001	50595 HUM SER DIR	\$	953.15
15410001	50190 COA DIR	\$	645.66
15430001	50080 VET DIR	\$	696.38
16100001	50230 LIBRARY DIR	\$	719.41
	50657 REF LIB	\$	667.67
16100003	51259 PT REF LIB	\$	641.99
		\$	36,043.86



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

Nancy E. Stevens
MAYOR

Krista J. Holmi
EXECUTIVE AIDE

Katherine M. LaRose
EXECUTIVE SECRETARY

April 20, 2011

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

RE: Proposed Order For The Reorganization Of Various Departments Into The Human Services Department

Honorable President Vigeant and Councilors:

Enclosed is a proposed order concerning the reorganization of the existing, independent departments or offices of Veterans' Services, Human Services, and Council on Aging into a new Human Services Department.

As proposed, the new Human Services Department will be under the administration of an Executive Director of Human Services, and will be comprised of a Veterans' Services Office, a Human Services Office, and a Council On Aging Office. The proposed reorganization is consistent with the recommendations of the Human Services Committee.

As always, please feel free to call with any questions or concerns.

Sincerely,

Nancy E. Stevens
Mayor

Enclosure

ORDINANCE REORGANIZING VARIOUS DEPARTMENTS
OF THE CITY OF MARLBOROUGH INTO THE HUMAN SERVICES DEPARTMENT

ORDER:

That the City Council of the City of Marlborough, acting upon a recommendation of the Mayor, hereby abolishes the independent departments currently known as Veterans' Services, Human Services, and Council on Aging, and establishes a new Human Services Department which shall be comprised of a Veterans' Services Office, a Human Services Office, and a Council On Aging Office in accordance with the following amendments to the Code of the City of Marlborough (hereinafter, "the City Code"):

SECTION 1.

The City Code is hereby amended by inserting in Chapter 7 the following new Article:

Article XVII
HUMAN SERVICES DEPARTMENT

§7-86. Establishment.

- A. There shall be a Human Services Department which shall have all the powers and duties now or from time to time vested by the General Laws or Special Acts of the Legislature of the Commonwealth and the ordinances of the City.
- B. The departments or offices of Veterans' Services, Human Services, and Council on Aging shall be abolished as independent departments or offices, and shall transfer to the Human Services Department as interdependent subsidiary offices known as the Veterans' Services Office, Human Services Office, and Council on Aging Office.
- C. No contracts or liabilities in force shall be affected by such abolition, but the Human Services Department shall in all respects be the lawful successors of the departments or offices so abolished.
- D. To the extent that employees of the abolished department or offices, including those who were appointed immediately before the effective date of this order and who hold permanent appointment in positions classified under chapter 31 of the General Laws, or hold confidential positions, are transferred to the Human Services Department, such transfers shall be effected without interruption of service within the meaning of said section 33 of said chapter 31, without impairment of seniority, retirement or other rights of the employee, notwithstanding any change in title or duties resulting from such reorganization, and without loss of accrued rights to holidays, sick leave, vacation and benefits, and without change in union representation or certified collective bargaining unit as certified by the state division of labor relations or in local union representation or affiliation, if any. Any collective bargaining agreement in effect immediately before the transfer date shall continue in effect and the terms and conditions of employment therein shall continue as if the employees had not been

so transferred. The reorganization shall not impair the civil service status of any such reassigned employee who immediately before the effective date of this act either holds a permanent appointment in a position classified under chapter 31 of the General Laws. Notwithstanding any other general or special law to the contrary, all such employees shall continue to retain their right to collectively bargain pursuant to chapter 150E of the General Laws and shall be considered employees for the purposes of said chapter 150E. Nothing in this section shall be construed to confer upon any employee any right not held immediately before the date of said transfer, or to prohibit any reduction of salary grade, transfer, reassignment, suspension, discharge, layoff, or abolition of position not prohibited before such date. Employees of abolished departments or offices are hereby transferred to the new offices and departments within the Human Services Department without impairment of their civil service, retirement, personal leave or seniority rights and benefits.

§7-87. Appointment; term.

- A. The Mayor shall appoint, subject to confirmation of the City Council, an Executive Director of Human Services.
- B. The term for said position shall be three years.

§ 7-88 Duties.

- A. The Executive Director of Human Services shall be responsible for planning and administering all the operations of the Human Services Department.
- B. The Executive Director of Human Services shall direct strategic planning for the Human Services Department, prepare budgets with the assistance of the Veterans' Agent, the Human Services Manager, and the Council On Aging Program Manager, and ensure that programs and services are run in accordance with the policy of the City and applicable laws.
- C. The Executive Director of Human Services shall plan and supervise department operations and personnel, working independently and in combination with others, and shall provide employees of the offices of Veterans' Services, Human Services, and Council on Aging occasional guidance and special directives.
- D. The Executive Director of Human Services shall works under the policy direction of the Mayor, and shall assume responsibility for developing and achieving departmental goals and objectives.

SECTION 2. *Veterans Services*

Chapter 7 of the City Code is hereby amended as follows:

- a.) Article X, as appearing in the 2008 edition of the City Code, is hereby amended by striking from the title of the article the following words – “Director of Veteran’s Services” – and inserting in place thereof the following words – “Veterans’ Agent”.
- b.) Said Article X is hereby further amended by striking from § 7-60, as appearing in the 2008 edition of the City Code, the following words – “Director of Veterans Services” - and inserting in place thereof the following words - “Veterans’ Agent for the Veterans’ Services Office”.
- c.) Said Article X is hereby further amended by striking from § 7-60, as appearing in the 2008 edition of the City Code, the following words and punctuation – “, subject to confirmation by the City Council,”.
- d.) Said Article X is hereby further amended by striking from § 7-61, as appearing in the 2008 edition of the City Code, the following words - “Any appointee” - and inserting in place thereof the following words – “The Veterans’ Agent”, and by inserting at the end of the paragraph the following sentence - “Any appointee to this position shall also have a bachelors degree in business administration or social services and five years of experience in veterans administration, social welfare or related work, or any equivalent combination of education and experience.”
- e.) Said Article X is hereby further amended by inserting into § 7-62, as appearing in the 2008 edition of the City Code, the following letter - “A.” - at the beginning of the existing paragraph, by striking from the last sentence of the existing paragraph the following word -“Director” - and by inserting in place thereof the following words - “Veterans Agent” - and by adding to the end of the existing paragraph the following sentence – “The Veterans’ Agent shall also be responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her control.”
- f.) Said Article X is hereby further amended by inserting into § 7-62, as appearing in the 2008 edition of the City Code, the following paragraphs:
 - A. The Veterans’ Agent shall perform varied duties with a high level of independent judgment in the administration and execution of services, and the administration of benefits and other assistance services to veterans and their dependents. The Veterans’ Agent participates in planning for the Veterans’ Agent Office under the guidance of the Executive Director of Human Services, and refers specific problems to the Executive Director of Human Service only when clarification and interpretation of City policy is required.

- B. The Veterans' Agent shall perform his/her duties under the direction of the Executive Director of Human Services and in accordance with Massachusetts General Laws and the rules and regulations of the United States Veterans' Administration.

SECTION 3. *Human Services*

Chapter 7 of the City Code is hereby amended as follows:

- a.) Article XII, as appearing in the 2008 edition of the City Code, is hereby amended by striking from the title of the article the following words – “Human Services Director” – and inserting in place thereof the following – “Human Services Manager”.
- b.) Article XII, as appearing in the 2008 edition of the City Code, is hereby amended by inserting the following word at the beginning of the caption for § 7-65 – “Establishment;” - and by striking from the word “Appointment” the capital letter “A” and inserting in place thereof the lower case letter “a”.
- c.) Paragraph A. of § 7-65, as appearing in the 2008 edition of the City Code, is hereby amended by inserting the following sentence at the beginning of the paragraph – “There shall be a Human Services Office within the Human Services Department.”
- d.) Paragraph A. of § 7-65, as appearing in the 2008 edition of the City Code, is hereby further amended by striking the following words and punctuation – “, subject to confirmation by the City Council,”.
- e.) Paragraph A. of § 7-65, as appearing in the 2008 edition of the City Code, is hereby further amended by striking the following words – “a Human Services Director” – and inserting in their place the following words – “a Human Services Manager”.
- f.) Paragraph C. of § 7-65 of Article XII of the City Code is hereby repealed in its entirety.
- g.) Paragraph D. of § 7-65 of Article XII of the City Code is hereby repealed in its entirety.
- h.) Said Article XII is hereby further amended by striking from § 7-66, as appearing in the 2008 edition of the City Code, paragraph A. in its entirety and inserting in its place the following paragraph:
 - A. The Human Services Manager shall perform varied and highly responsible duties in managing the activities of the Human Services Office, and work independently to formulate decisions regarding policies, procedures, operations, and plans for services.
- i.) Said Article XII is hereby further amended by striking from § 7-66, as appearing in the 2008 edition of the City Code, paragraph B. in its entirety and inserting in place thereof the following paragraph:

- B. The Human Services Manager shall work under the direction of the Executive Director of Human Services, and shall share responsibility with the Executive Director of Human Services for developing and achieving the goals and objectives of the Human Services Office.
- j.) Said Article XII is hereby further amended by striking from § 7-66, as appearing in the 2008 edition of the City Code, paragraph C. in its entirety and inserting in place thereof the following paragraph:
- C. The Human Services Manager shall perform referral services for residents in need to appropriate human services agencies, interview residents, advocate on behalf of residents, participate in case conferences, perform follow-up, perform related record keeping, and maintain extensive human service directories.
- k.) Said Article XII is hereby further amended by striking from § 7-66, as appearing in the 2008 edition of the City Code, paragraph D. in its entirety and inserting in place thereof the following paragraph:
- D. The Human Services Manager shall establish new programs as needed, identify gaps in the human service system in the City, and work to fill them.
- l.) Said Article XII is hereby further amended by striking § 7-66, as appearing in the 2008 edition of the City Code, paragraph E. in its entirety and inserting in place thereof the following paragraph:
- E. The Human Services Manager shall promote community awareness and education on local, state, and federal levels, and attend meetings of local, state, and federal organizations, agencies, corporations, health fairs and conventions to promote issues relevant to the City.
- m.) Said Article XII is hereby further amended by striking from § 7-66, as appearing in the 2008 edition of the City Code, paragraph F. in its entirety and inserting in place thereof the following paragraph:
- F. The Human Services Manager shall perform crisis intervention, work with individuals and families during crisis, arrange for emergency assistance, and provide referral to appropriate agencies.
- n.) Said Article XII is hereby further amended by striking from § 7-66, as appearing in the 2008 edition of the City Code, paragraph G. in its entirety and inserting in place thereof the following paragraph:
- G. The Human Services Manager shall assist other City employees with the coordination and networking among human service agencies, City government, the public school system, and the public and private sectors to facilitate the utilization of existing

services, to broaden the base of human service delivery, to assess overlapping and gaps in the delivery of services, and to establish new programs.

- o.) Said Article XII is hereby further amended by striking from § 7-66, as appearing in the 2008 edition of the City Code, paragraph H in its entirety and inserting in place thereof the following paragraph:

H. The Human Services Manager shall cultivate volunteers to assist with programs.

- p.) Said Article XII is hereby further amended by striking from § 7-66, as appearing in the 2008 edition of the City Code, paragraph G. in its entirety and inserting in place thereof the following paragraph:

I. The Human Services Manager shall perform similar or related work as required, directed or as the situation dictates.

- q.) Said Article XII is hereby further amended by striking from § 7-67, as appearing in the 2008 edition of the City Code, paragraph A. in its entirety and inserting in place thereof the following paragraph:

C. The Human Services Manager shall have at least a Bachelor's degree in a related field, and three to five years of experience in the human services field, of which some experience has been in a management capacity, or any equivalent combination of education and experience.

- r.) Said Article XII is hereby further amended by striking from § 7-67, as appearing in the 2008 edition of the City Code, paragraph B. in its entirety and inserting in place thereof the following paragraph:

D. The Human Services Manager must have considerable knowledge of the needs of the young, elderly, families, and the homeless people and the service programs available to meet their needs, and thorough knowledge of federal, state and local laws, ordinances, regulations, and policies relating to human services programs.

- s.) Paragraph C. of § 7-67 of said Article XII of the City Code is hereby repealed in its entirety.

SECTION 4. *Council On Aging*

Chapter 161 of the City Code is hereby amended as follows:

- a.) Article II. of Chapter 161, as appearing in the 2008 edition of the City Code, is hereby amended by striking the following words – “Executive Director” – from the title of Article II. and inserting in place thereof the following – “Program Manager”.

- b.) Article II. of Chapter 161 of the City Code is hereby amended by striking § 161-7, as appearing in the 2008 edition of the City Code, in its entirety and inserting in place thereof the following paragraph:

§ 161-7. Establishment.

The Mayor shall appoint a Program Manager to the Council On Aging Office within the Human Services Department.

- c.) Article II. of Chapter 161 of the City Code is hereby amended by striking § 161-8, as appearing in the 2008 edition of the City Code, in its entirety and inserting in place thereof the following paragraphs:

§ 161-8. Duties.

- A. Under the direction of the Executive Director of Human Services, the Program Manager shall be responsible for the planning, implementation and oversight of Council on Aging programs, and shall assist, as requested, with day to day operational issues and tasks required to run the senior center.
- B. The duties of the Program Manager shall include the following:
- Develop programs, activities, classes, workshops and trips to address identified client needs;
 - Oversee the daily operations of the senior center in the absence of the Executive Director;
 - Monitor program budgets;
 - Manage participant information for all activities;
 - Work with the Friends of Marlborough Seniors to facilitate, coordinate and supervise fund raising and solicitation events;
 - Work closely with the Volunteer Coordinator to assure adequate volunteers for all programs, activities and events;
 - Develop and maintain an annual satisfaction survey to determine what activities to offer which will best meet the social, recreational, fitness and health needs of seniors;
 - Manage program services through external vendors where required;
 - Participate in grant writing and monitor grant plans;
 - Participate in meetings with community partners;
 - Lead /participate in internal and external committee initiatives; and
 - Provide monthly feedback to the COA regarding the changing needs of seniors and develop suggestions for meeting those needs.

d.) Article II. of Chapter 161 of the City Code, as appearing in the 2008 edition of the City Code, is hereby amended by inserting, after § 161-8, § 161-9 as follows:

§ 161-9. Qualifications.

The Program Manager shall possess a Bachelor's Degree in a related field, two years of supervisory experience, at least five years of work experience in the area of services to senior citizens or equivalent combination of work experience and education, knowledge of federal and state laws, policies, and regulations pertaining to seniors; and knowledge of budgeting.



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

Nancy E. Stevens
MAYOR

Krista J. Holmi
EXECUTIVE AIDE

Katherine M. LaRose
EXECUTIVE SECRETARY

April 14, 2011

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

RE: Easterly Wastewater Treatment Plant Bond Authorization

Honorable President Vigeant and Councilors:

Submitted for your review and approval is a bond authorization in the amount of \$3,730,000 to complete the design on the East Wastewater Treatment Plant upgrades. As detailed in the attached communication from Department of Public Works Commissioner LaFreniere, this phase will advance the project through final design to the bidding phase of the project.

I have included Task Order NO. 7 Master Service Agreement between the City of Marlborough and Camp Dresser & McKee Inc. (CDM), as well as a proposal from Woodard & Curran, Inc. to provide services to the City as the Owner Project Manager (OPM).

Commissioner LaFreniere, Comptroller/Treasurer Tom Abel and I will be available to discuss this request at a future Finance Committee meeting.

As always, please feel free to contact me with any questions or concerns.

Sincerely,

Nancy E. Stevens
Mayor

Enclosures



CITY OF MARLBOROUGH

IN CITY COUNCIL

Marlborough, MA April 25, 2011

ORDERED:

That the sum of \$3,730,000 (three million seven hundred thirty thousand dollars) be and is hereby appropriated for sewer treatment plant construction.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$ 3,730,000.

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



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

April 1, 2011

Mayor Nancy E. Stevens
City Hall
140 Main Street
Marlborough, MA 01752

RE: MASTER SERVICE AGREEMENT BETWEEN CITY AND CDM, INC.;
TASK ORDER NO. 7

Dear Mayor Stevens:

As you know, we have completed the planning phase for the upgrades to the city's Easterly Wastewater Treatment Plant and must now begin the design phase of the project.

Included herewith is Task Order No. 7 of the Master Service Agreement between the city of Marlborough and CDM, Inc. This phase will advance the project through final design and to the bidding phase of the project. This phase of the project is anticipated to cost \$3,530,000. It is anticipated that the bidding phase, general services during construction and resident inspection will be funded separately for the project through Task Order No. 8 of the Master Service Agreement.

Also included herewith is a proposal from Woodard & Curran, Inc. to provide services to the city as the Owner Project Manager. These services are estimated to cost \$200,000.

In total, the cost to complete the design on the East Plant upgrades is estimated to be \$3,730,000. I hereby request this matter be forwarded to the council for its consideration at their meeting on Monday, April 25, 2011.

Sincerely,

Ronald M. LaFreniere, P.E.
Commissioner of Public Works

**TASK ORDER NO. 7 TO
MASTER SERVICES AGREEMENT
BETWEEN
OWNER AND ENGINEER**

This is Task Order No. 7 attached to and made part of the Agreement dated April 4, 2007, between Camp Dresser & McKee Inc. (ENGINEER) and the City of Marlborough, Massachusetts (OWNER).

This Task Order describes the Scope of Services, Time Schedule, Charges, and Payment Conditions for the Task Order known as:

Final Design of the Easterly Wastewater Treatment Plant Upgrade (the "Project").

1. Scope of Services

ENGINEER shall provide for OWNER the following specific Services:

Project Description

The project entails the final design of the recommended wastewater treatment facility improvements presented in the Marlborough Easterly Wastewater Treatment Facility Project Engineering Report dated January 2011. This report developed recommendations for a phosphorus removal system as well as baseline improvements for the City of Marlborough Easterly Wastewater Treatment Facility (EWWTF) to replace aging equipment and facilities, and bring the plant up to current code and standard practices.

The upgrades include a new headworks building, including new fine screens, vortex grit removal system and septage receiving, upgrades to the two primary settling tanks and associated pumps, modifications to the existing two stage aeration system including conversion from mechanical aeration to fine bubble diffused aeration, new sludge and scum collection equipment, and new sludge and scum pumping systems, incorporation of the BioMag process into the activated sludge system, including a new building to house magnetite feed and recovery systems and upgrade to all chemical storage and feed systems. Conversion from gaseous chlorine and sulfur dioxide to sodium hypochlorite and sodium bisulfite for disinfection and dechlorination, respectively. Installation of two new gravity thickeners and two new belt filter presses for sludge thickening and dewatering and associated sludge storage and pumping. Upgrades to the plant-wide electrical and SCADA systems are also included as well as the installation of a new generator for standby power. Improvements to the administration building will also be performed, increasing the usable space for office and administration facilities and providing a women's locker room.

A study of energy management and sustainable development alternatives was conducted in the Project Engineering Report. Recommendations related to energy management and sustainable design will be further investigated in final design and include green roofs and rain gardens at the new headworks and BioMag building, water source heat pumps, and solar hot water. Solar photovoltaic (PV) system on the adjacent capped landfill will be evaluated and designed by others.

The EWWTF improvements outlined are necessary to allow the City of Marlborough to meet the agreed upon National Pollutant Discharge Elimination System (NPDES) effluent limits and to upgrade the aging existing facilities to current codes and practices in accordance with the Consent Ordered schedule. The design of the EWWTF

Improvements will result in complete contractual documents and drawings suitable for bidding and construction. Bidding, general services during construction and resident inspection of the EWWTF Improvements are not included in this Task Order.

Task 1.1 Preparation of 30% Design Documents

Objective – The 30% design submittal will develop the recommendations presented in the January 2011 Project Engineering Report and will provide adequate information to enable comprehensive reviews as outlined in Task 1.4 and to update the opinion of probable construction cost. The 30% Design includes the following upgrades and improvements:

- Renovation of the existing operations building to provide electrical and HVAC upgrades as well as reprogramming office and administration space to include a women's locker room, a SCADA control room and improved meeting areas.
- Installation of a new headworks facility with new rotary arc fine screens with washer/compactor, two new vortex grit units and associated handling and disposal equipment. Facility will also include provisions for acceptance of septage, and the installation of a new 36-inch influent pipe.
- Replacement of existing sludge and scum collector mechanisms in one of the two existing primary and all secondary clarifiers, installation of weir covers on both primary tanks and replacement of associated pumps. Installation of algae removal systems and full radius scum collection troughs in secondary clarifiers.
- Conversion of the existing aeration system from mechanical to fine bubble diffused air.
- Installation of new blowers for the aeration system.
- Conversion of the existing aeration tanks to a plug flow design, to impart biological nutrient removal, with modification of the influent and effluent configurations and piping, mixing and the inclusion of internal recycle piping.
- Replacement of existing RAS/WAS pumps in both sludge pump stations.
- Incorporation of the BioMag tertiary phosphorus removal system by Cambridge Water Technologies, including a new building to house magnetite feed and recovery systems.
- Conversion from gaseous chlorine and sulfur dioxide to sodium hypochlorite and sodium bisulfite for disinfection and dechlorination
- Upgrade chemical feed systems associated with phosphorus removal and alkalinity control, and polymer systems for sludge thickening and dewatering.
- Construction of a new waste activated sludge holding tank, two new gravity thickeners, two new belt filter presses including the replacement of associated sludge pumping and sludge handling systems
- Installation of two odor control systems, one for the headworks and one for the sludge handling facilities
- Installation of a new plant water system
- Installation of a new main electrical service, transformer, switchgear and standby generator.
- Installation of a Supervisory Control and Data Acquisition (SCADA) system at the WWTF for plant-wide

communications, monitoring, and control.

- Repair specific areas of the site access roadway paving that are deteriorated, especially locations where heavy truck and vehicle traffic occurs.
- Redesign of the resident drop-off facility to provide better circulation, easier disposal and better use of existing topography.
- Review of sidestream flow from WeCare facility. Any modifications recommended to be performed by WeCare.
- Lead and asbestos survey on-site to determine if special precautions are required during demolition.

The 30 % Design submittal will include:

- Preliminary site plan(s) showing proposed grading, major yard piping, new and existing structures and buildings, landscaping considerations and site access/egress.
- Preliminary construction drawings for all buildings by function group consisting of representative floor plans, column line locations, building dimensions, elevations and cross sections, major equipment and piping locations, and dimensions for all tanks and basins. Drawings to include both new structures and modifications to existing buildings and structures.
- Draft P&ID's.
- Draft hydraulic profile.
- List of construction plans.
- Table of Contents for specifications.
- Geotechnical design recommendations.
- Updated opinion of probable construction cost.

Deliverables

Three copies of the 30% plans and specifications will be submitted to the OWNER, two copies to the OPM and two copies to the MassDEP for review. Review comments will be incorporated in the 90% submittal.

Task 1.2 Preparation of the 90% Design Submittal

Objective – The 90% design submittal will build upon the 30% design documents prepared under Task 1.1. All internal and external review comments from the 30% design submittal will be addressed. The 90% Submittal will include:

- Final draft of all construction drawings, (exclusive of final internal QA/QC and final OWNER, Owner's Project Manager (OPM) and regulatory comments)
- Final draft project manual including bidding documents, general requirements and technical specifications for all divisions,
- Design of pipe support systems for new large diameter piping in the existing pipe galleries.

- Final opinion of probable construction cost

Deliverables

Three copies of the 90% design documents will be submitted to the OWNER for review. Two copies of this submittal will also be transmitted to the OPM and MassDEP for review. Subsequent to this submittal CDM will perform internal cross checking of the documents between disciplines as a part of the QA/QC procedures. Final opinion of probable construction cost also will be submitted with the 90% submittal.

Task 1.3 Preparation of Bid Documents

Using the results of the 90% design review, prepare final design drawings and specifications for bidding. All external review comments from the 90% design submittal will be addressed and agreed to by the OWNER. Submittal shall include the final complete set of construction drawings and final project manual including bidding documents, general requirements and technical specifications for all divisions. Biddable construction documents will be stamped and signed by a Professional Engineer holding current registration in the Commonwealth of Massachusetts.

Deliverables

One set of full-size drawings, three sets of half-size drawings and four project manuals will be provided to the OWNER. Two half-size and two project manuals will be provided to the OPM. Two full size sets of drawings and two project manuals will be provided to MassDEP. Printing of documents for bidding is not included under this Task Order. An electronic version of final bid documents (plans and specifications) will be provided.

Task 1.4 Design Reviews

1.4.1 Value Engineering - Prepare for and attend one value engineering session following submittal of the 30% design submittal. Submit 6 sets of the 30% design submittal to the designated VE Coordinator. Prepare for and attend a 1/2-day session introducing the project to the VE team. During the VE process, the Engineer shall minimize any new work on areas potentially effected by the VE. Attend a 1/2-day session coordinated by the VE team summarizing the results of their findings. Meet with OWNER's staff to discuss response to VE comments. Estimate additional engineering costs associated with accepted recommendations. Design changes resulting from the VE recommendations (up to 80 hours) are included in this Task Order.

1.4.2 Technical Review – Subsequent to submittal of the 30 % design documents, a technical review committee meeting will be conducted with CDM technical experts to review specific design elements of the submittal. The technical experts will be made up of CDM staff with expertise in process, mechanical and construction who are not directly connected to the project. Meeting notes will be prepared and resolution of outstanding items will be documented. Agreed upon changes will be incorporated into the design.

1.4.3 Constructability Review – Between the 30% design and 90% design, a constructability review session will be conducted with members of the plant staff, OPM and CDM's construction services group. Meeting notes will be prepared and resolution of outstanding items will be documented. Agreed upon changes will be incorporated into the design.

1.4.4 Operations Review – Designated members of the plant staff will participate in design meetings and design reviews as the project progresses to ensure that operations considerations are incorporated into the design from preliminary design through final design. This may consist of attendance at design meetings, meetings with appropriate design staff as critical decisions are formulated, and review of progress documentation submitted to the OWNER. In addition, after the 30% design and prior to the 90% design submittal an operations review committee

meeting will be conducted consisting of plant operators, OPM and CDM's plant operations staff.

1.4.5 Energy Efficiency Reviews - Prior to the submittal of the 30% design documents meet with representatives from National Grid to review design and opportunities for grants associated with energy efficiency.

Deliverables

One copy of meeting notes of all design review sessions to all attendees.

Task 1.5 Permitting Requirements for Construction

1.5.1 Develop preliminary permitting memo, which establishes regulatory contacts and identifies data needs for permits, and establishes costs and schedule for each permit. For budgeting purposes it has been assumed that a Notice of Intent will be required for the Marlborough Conservation Commission and a NPDES Construction stormwater permit will be required.

1.5.2 Prepare permit applications for all permits identified. Track applications once they are submitted to ensure timely receipt of the required permits prior to bidding. No permitting for handling or disposal of hazardous materials (e.g. lead, oil, mercury, incinerator ash, asbestos and PCBs) are included in this Task Order. Permits that the Contractor is required to obtain will be included in the Division 1 Specifications.

1.5.3 Coordinate reviews and approvals with local fire department, building department, conservation commission and site plan review committee of the OWNER, as necessary.

1.5.4 Assistance with NPDES effluent permit negotiations is not included in the Task Order.

Deliverables

Draft and final permit applications as required.

Task 1.6 Geotechnical Program

Conduct geotechnical program to define subsurface conditions and foundation recommendations for design of the treatment facilities. Coordinate foundation recommendations for design of the treatment facilities.

1.6.1 Conduct up to 7 days of drilling (8 to 10 borings) with the use of either a truck mounted drill rig or an ATV rig for off-street locations. The test borings are planned to range between 25 and 40 ft deep and will be drilled using standard drive-and-wash methods (with casing).

1.6.2 Collect samples (split spoon samples at 5-ft intervals) and submit to our geotechnical laboratory to confirm classification of the subsurface material and evaluate engineering properties. If rock is encountered, rock coring will be conducted. Environmental testing will also be conducted.

1.6.3 Collect samples and conduct environmental sampling for up to ten soil samples. Sampling parameters will include MassDEP Comm 97 parameters including VOCs, SVOCs, metals and PCBs.

1.6.4 Prepare geotechnical design memorandum to include the following: boring logs indicating soil and groundwater conditions; results of laboratory tests; recommended foundation type with foundation design criteria; requirements for foundation and floor drainage; trenching, bedding, and backfill recommendations for piping; and comments on aspects of construction related to soils and foundations including excavation and filling, protection of adjacent structures and utilities, excavation support, slope protection, dewatering, and special requirements for protecting strength of undisturbed soils at foundation elevation. Using geotechnical data obtained for the program

coordinate foundation recommendations for design of the treatment facilities.

1.6.5 Prepare technical specifications related to earthwork, granular fill materials, dewatering and drainage, support of excavation, and rock and boulder excavation and review design drawings with respect to these elements.

Task 1.7 Project Management

Objective - Provide ongoing project management on a daily basis through final design of the EWWTF Improvements including monitoring scope, schedule and budget.

Scope

1.7.1 Prepare monthly invoices and progress reports, maintain internal and external communication coordination with plant staff, OWNER's officials, OPM, regulatory agencies, project staff, and subconsultants.

1.7.2 SRF Loan Application for Construction – Gather and complete relevant documentation necessary as part of the SRF application for the Construction Phase of this project. File the application and maintain contact with the MassDEP and Trust to maximize City subsidy.

1.7.3 Meetings – Attend regular progress meetings with plant staff to review progress, information needs, design details, budget and schedule. Attend up to eight meetings with OWNER's officials and OPM. Attend up to three meetings with the regulatory agencies to review the project status. Prepare and submit meeting notes for all meetings attended. Design review meetings (Task 1.4) not included in this task.

1.7.4 Coordinate and participate with City officials and OPM to conduct contractor and subcontractor prequalification in accordance with the requirements of Chapter 193, Section 19 of the Acts of 2004.

1.7.5 Assist OWNER in obtaining grants, rebates and/or subsidies related to the energy management components proposed as a part of the treatment plant upgrade.

Deliverables

Monthly progress report and invoice.

Meeting notes for all meetings attended under this task.

SRF Loan Application for Construction.

2. Time Schedule

The time periods for the performance of ENGINEER's Services are as follows:

Complete 30% design submittal by April 22, 2011

Complete 30% cost estimate by April 22, 2011

VE Session April 25 -29, 2011

VE Resolution no later than May 23, 2011

Submit SRF Loan Application for Construction by October 15, 2011

Complete 90% design submittal by October 15, 2011

Complete 90% cost estimate by October 15, 2011

Complete bid ready documents by December 15, 2011.

3. Compensation and Invoicing

Compensation for Services of ENGINEER described in this Task Order will be on the following basis:

For the Basic Services performed under Section 1, the OWNER agrees to pay the ENGINEER a cost plus fee (CPF) amount not to exceed \$3,530,000 as detailed in Attachment 1. The CPF amount shall consist of all direct and indirect costs as described below incurred in or directly attributable to the performance of the services plus a fee.

1. Direct Costs

a. **Direct Labor Cost.** The ENGINEER shall be compensated for the services of its personnel on the basis of direct labor cost (chargeable salaries without fringe benefits) as incurred by the ENGINEER's personnel for the time such personnel are directly utilized on the work. The salaries of any personnel assigned are subject to modification (typically annually) by the ENGINEER throughout the term of this Task Order as part of scheduled company-wide personnel evaluation. Current salary schedule for key personnel is presented in Attachment 2.

b. **Travel Expenses and Subsistence.** With written approval of OWNER, the ENGINEER shall be paid actual costs of travel expenses including air fare, automobile rental, if required, mileage charges, parking, tolls, and taxi, lodging, and subsistence where such expenses are directly related to the performance of the work.

c. **Other Incidental Direct Costs.** The cost of other services as may be required hereunder, but which are not normally included as part of the overhead of the ENGINEER, shall be reimbursed to the ENGINEER. Such other services as required to complete this Task Order may include but are not limited to the following: printing costs, reproduction costs, telephone and fax costs, laboratory analysis charges, field equipment rental charges, mailing, shipping costs and special equipment procurement.

d. For work done by subcontractor or consultants, at the actual cost to the ENGINEER of such services.

2. Indirect Costs

Overhead and Fringe Benefits. In addition to the payments as hereinbefore provided, the OWNER agrees to pay to the ENGINEER for overhead and fringe benefits (expressed as a factor times direct labor costs) incurred by the ENGINEER during the life of this Task Order. The provisional indirect cost rate factor shall be one hundred and seventy-seven and eighty-six hundredth percent (177.86%) of all direct labor costs of employees of the ENGINEER.

3. Fee

The OWNER agrees to pay the ENGINEER a fee based on twelve percent (12%) of the sum of the Direct Labor and Indirect costs and to make monthly partial payments in proportion to the cost of services rendered.

4. Terms and Conditions

The terms and conditions of the Agreement referred to above shall apply to this Task Order except to the extent expressly modified herein. In the event of any such modification, the modification shall be set forth below and the Article of the Agreement to be modified shall be specifically referenced. Modifications included in this Task Order are:

No modifications.

5. Terms or Provisions in Conflict

If the provisions set forth in the Agreement are in conflict with the provisions set forth in this Task Order, the provisions of this Task Order shall govern.

Acceptance of the terms of this Task Order is acknowledged by the following authorized signatures of the parties to the Agreement:

OWNER

By: Nancy E. Stevens

Title: Mayor

Address for giving notices:

City Hall

140 Main Street

Marlborough, MA 01752

ENGINEER

By: Jane E. Madden, P.E.

Title: Vice President

Address for giving notices:

CDM

50 Hampshire Street

Cambridge, MA 02139

Department Head / Owner's Representative

_____ Date: _____

Ronald M. LaFreniere, P.E., Commissioner of Public Works

_____ Date: _____

Beverly J. Sleeper, Chief Procurement Officer

_____ Date: _____

Diane Smith, City Auditor

APPROVED AS TO FORM

_____ Date: _____

Donald V. Rider, City Solicitor OR Cynthia M. Panagore Griffin, Assistance City Solicitor

Task Order No. 7 to
Master Services Agreement
Between Owner and Engineer

Design of Improvements to the Easterly Wastewater Treatment Facility

Attachment 1
Cost Breakdown by Task

Task	Description	Hours	Raw Labor Dollars	Indirect Labor	Direct Costs	Outside Professionals (1)	Fee	Total Price
1.1	Preparation of 30% Design	5,733	\$229,306	\$407,844	\$500	\$57,400	\$76,458	\$771,508
1.2	Preparation of 90% Design	13,155	\$531,542	\$945,401	\$500	\$151,750	\$177,233	\$1,806,426
1.3	Preparation of Bid Documents	3,440	\$137,584	\$244,706	\$500	\$0	\$45,875	\$428,665
1.4	Design Reviews	575	\$33,082	\$58,839	\$500	\$0	\$11,031	\$103,452
1.5	Permitting	198	\$7,904	\$14,058	\$1,500	\$0	\$2,635	\$26,098
1.6	Geotechnical Program	289	\$12,246	\$21,780	\$2,900	\$28,000	\$4,083	\$69,008
1.7	Project Management	1,558	\$86,751	\$154,296	\$54,871	\$0	\$28,926	\$324,843
	Project Totals	24,947	\$1,038,414	\$1,846,924	\$61,271	\$237,150	\$346,241	\$3,530,000

(1) Outside Professionals

CDM Constructors, Inc. (cost estimating)	\$75,000
SMC (survey)	\$12,400
New Hampshire Borings (soil borings)	\$21,000
CDM Internal Companies (instrumentation and structural)	\$45,750
Hygienetics (Lead & Asbestos)	\$20,000
Sigma Engineering (Pipe Supports)	\$50,000
Lab Design Subconsultant	\$6,000
Alpha Analytical (lab analysis)	\$7,000
	<u>\$237,150</u>

**Task Order No. 7 to
Master Services Agreement
Between Owner and Engineer**

Design of Improvements to the Easterly Wastewater Treatment Facility

**Attachment 2
Key Project Personnel**

<u>Title</u>	<u>Name</u>	<u>Hourly Rate</u>
Officer-in-Charge	Jane E. Madden, P.E., BCEE	\$ 81.31
Project Manager	William Dana Green, P.E.	\$ 53.25
Lead Design Engineer	Michael Kostur, P.E.	\$ 73.82
Project Engineer	Maureen Neville, P.E.	\$ 44.87
Project Engineer	Elena Proakis-Ellis, P.E.	\$ 45.68
Project Engineer	Eric Spargimino	\$ 31.78

**COMMITMENT & INTEGRITY
DRIVE RESULTS**

35 New England Business Ctr.
Suite 180
Andover, Massachusetts 01810
www.woodardcurran.com

T 866.702.6371
T 978.557.8150
F 978.557.7948



April 12, 2011

Mr. Ronald M. LaFreniere, P.E.
Commissioner of Public Works
City of Marlborough
135 Neil Street
Marlborough, MA 01752

Re: Easterly WWTF Upgrade Project – OPM Engineering Services Agreement

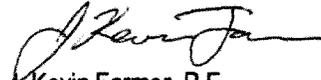
Dear Ron:

Enclosed please find Woodard & Curran's Owner's Project Management (OPM) Engineering Services Agreement governing services during design of the Easterly WWTF Upgrade.

Please feel free to contact me to discuss.

Sincerely,

WOODARD & CURRAN INC.



J. Kevin Farmer, P.E.
Senior Project Manager

JKF/eej
223215.00
Enclosure

Cc: Honorable Nancy E. Stevens, Mayor, City of Marlborough
James J. Rivard, P.E., Senior Vice President, Woodard & Curran

**ENGINEERING SERVICES AGREEMENT
BETWEEN WOODARD & CURRAN AND THE CITY OF MARLBOROUGH, MASSACHUSETTS
TO PROVIDE OWNER'S PROJECT MANAGEMENT SERVICES
EASTERLY WWTF UPGRADE**

This Engineering Services Agreement is made this ___ day of _____, 2011 by and between Woodard & Curran (W&C) and the City of Marlborough, Massachusetts (Client) to provide Owner's Project Manager services during evaluation, design, bidding and construction of the Easterly WWTF Upgrade (the "Project") which will be completed in accordance with the Scope of Services, Project Schedule, Compensation, and Terms and Conditions as defined herein.

Scope of Services

Woodard & Curran will provide the following basic services under this Agreement with the Client.

1. W&C will provide advice and consultation services to facilitate, coordinate and manage the project scope, schedule and budget, and to monitor procurement procedures, design and other related activities for conformance with the Massachusetts General Laws, SRF guidelines, industry standards, and the Client's established schedule and budget.
2. W&C will serve as an advisor and representative of the Client for the Project, prepare agendas for and attend meetings with MassDEP and other regulatory representatives and the Client's administration, and attend meetings of governmental bodies and/or neighborhood meetings relating to the Project. W&C will prepare and distribute minutes of these meetings.
3. W&C will monitor and coordinate the technical accuracy, efficiency, and cost-effectiveness of designs, reports, estimates and other work furnished by the Designer.
4. W&C will review applications for payments, requisitions, and invoices related to the Project as submitted by the Designer and make recommendations to the Client relative to amounts due.
5. W&C will review, document and make recommendations to the Client relative to claims for additional compensation by the Designer, Contractor, suppliers and vendors.
6. W&C will compare the Designer's estimate at each Designer phase submission with the detailed Construction Budget.
7. In the event the cost as estimated by the Designer exceeds the Construction Budget, W&C will consult with the Designer and recommend to the Client appropriate revisions to the scope of work or the Construction Budget.
8. W&C will assess the actual progress of the Project relative to the baseline Project Schedule on a monthly basis and update the baseline Project Schedule.
9. In the event actual progress of the Project varies from the baseline Project Schedule, W&C will consult with the Designer and make appropriate recommendations to the Client relative to actions that should be taken by the Designer to achieve the baseline Project Schedule forecasts or revisions that should be made to the Project Schedule.

10. W&C will monitor the performance of the Designer, General Contractor and any other consultant working for the Client on the projects with respect to timely performance in accordance with the Project Schedule and monitor in general the quality of services and workmanship and will recommend courses of action to the Client when respective contractual requirements are not being fulfilled.
11. W&C will review written progress reports prepared by the Designer addressing the following information: the progress of the entire Project in comparison to the Project schedule showing percentages of completion of design and construction, a financial report showing an updated project budget and actual expenses incurred to date, Change Orders, potential Change Orders, and any other issues that may result in additional time and/or additional cost to the Project.

In addition to the services set forth above, W&C will provide the following specific services during the evaluation or pre-design (Wastewater Engineering Report) phase and design (Contract Documents) phase:

Pre-Design Phase

The Designer submitted a draft scope, schedule and budget. W&C reviewed the Designer's proposed work and offered comments, resulting in revisions to the scope and cost. The pre-design phase was performed over a nine-month schedule. During the pre-design investigation, the Designer assessed existing flow and loads (Task 1) and facilities (Task 2), established process evaluation criteria (Task 3), evaluated nutrient removal processes (Task 4) and other potential improvements (Task 5), performed a plant-wide energy sustainability evaluation (Task 6), and prepared an overall plan for recommended improvements (Task 7). Each major pre-design task was documented via technical memoranda and the overall pre-design investigation was documented in an Engineering Report (Task 8). Public participation was executed via a public meeting.

W&C provided the following services during the Pre-Design Phase:

1. Deliverables Reviews: W&C reviewed the draft and final Engineering Report. Comments were provided in suitable formats, including reviews using Word's track changes function and reviews documented by technical memoranda.
2. Public Meeting: W&C participated in the public meeting.

Design Phase

3. Review of Designer's Task Order 7: W&C reviewed the Designer's proposed task order governing engineering design services and offered comments resulting in changes to scope and cost.
4. Value Engineering: W&C will arrange and staff a three-day value engineering workshop to be performed upon the Designer's submittal of the 30%-level design documents. The session will be led by a VE Facilitator from subcontractor Underwood Engineers. The VE session will be staffed by engineering, construction, and operations specialists.

The value engineering review at the 30% design phase will assess existing conditions and operational capabilities, existing design documents, estimated cost data, and other information furnished as the basis of the design. The study will potentially develop alternative designs to achieve the required mission(s) or function(s) in the following categories:

- Operational modifications of existing structures and equipment to maximize the capacity (flow and loading) of the existing WWTF.
- Proposed structures and siting, site development, building modifications/additions.
- Proposed equipment, materials, electrical and materials or methods.
- Proposed operations methodologies to maintain compliance during construction phase.
- Proposed operations methodologies to achieve and maintain compliance following project completion.

The value engineering review will include an examination of "complete costs" including life cycle cost, anticipated temporary costs during construction, and future conservation of energy and fuel opportunities. Design details and analysis will be considered and alternatives developed as appropriate. The team will consider recent technology in development of alternatives to achieve maximum results for life cycle costs, energy conservation, functional use, and first cost (construction) savings.

5. Design Review Meetings: W&C will participate in the Designer's technical, constructability, operability, and energy efficiency review meetings by providing specialists in wastewater treatment system process, construction, and operations. Comments will be provided to the Designer during the meetings. Presently, anticipated design review meetings are: one technical review meeting (exclusive of the VE session), two constructability review meetings, one operations review meeting, and one energy efficiency review meeting. It is anticipated that two W&C specialists will participate in each design review meeting.
6. Detailed Design - During Detailed Design, W&C will continue to oversee the activities and responsibilities of the Designer in the further development of the scope, schedule and budget including a general review of the Designer's contract documents 90% and 100% completion levels. W&C will:
 - Provide advice, consultation and guidance to the Client relative to technology, equipment, and process selections, energy consumption, finishes and the intended operational methodology during construction and after project completion.
 - Work with the Client and Designer to update the construction budget and project schedule.
 - Attend and facilitate monthly progress meetings with the Client and Designer.
 - W&C will monitor the schedule of the Designer, provide review and comment of Designer's work product and make recommendation to the Client when, in the opinion of W&C, the requirements of the Designer's contract with the Client are not being fulfilled.
7. Procurement/Bidding - During the Procurement/Bidding Phase of the Project, W&C will monitor the activities and responsibilities of the Designer in the advertisement, distribution of bidding documents and solicitation of public bids in accordance with MGL Chapter 149, sections 44A through 44J and other public construction-related statutes. W&C will:
 - Attend pre-bid conferences and meetings.

- Attend filed sub-bid and general bid openings.
- Review the Designers Review evaluation of filed sub-bids and general bids for responsiveness, bidder eligibility, completeness, accuracy and price and the Designers recommendations to the Client relative to their acceptance and determination of bidder responsibility.
- Review alternates and make written recommendation as to their acceptance.
- If the bid of the lowest eligible and responsible general bidder exceeds the construction budget, W&C will consult with the Designer and make recommendations to the Client relative to bringing the Project within budget.
- Make recommendations to the Client relative to the negotiation and award of a construction contract.

Project Schedule

W&C performed Pre-Design Phase OPM services from October 2010 to January 2011. Design phase services will be performed from January 2011 to February 2012.

Compensation

Woodard & Curran will complete these Pre-Design and Design Phase OPM services for an estimated fee of \$200,000. This amount will not be exceeded without prior written authorization from the Client. Compensation will be based on the attached Rate Schedule.

The estimated fees for the Pre-Design and Design phases are:

• Pre-Design	\$ 20,000
• Design	<u>\$180,000</u>
• Total Fee	\$ 200,000

Standard Terms and Conditions

The attached Standard Terms and Conditions are made part of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement to be effective as of the date below written.

Woodard & Curran

James J. Rivard, P.E.
Senior Vice President

OWNER:

By: Nancy E. Stevens
Title: Mayor, City of Marlborough

Date: _____

By: Ronald M. LaFreniere, P.E.
Title: Commissioner of Public Works

Date: _____

By: Diane Smith
Title: City Auditor

Date: _____

By: Beverly J. Sleeper
Title: Procurement Officer

Date: _____

As to Form:

By: Donald V. Rider, Jr.
Title: City Solicitor

Date: _____

~~WOODARD & CURRAN~~ TERMS & CONDITIONS

STANDARD TERMS & CONDITIONS

The following Standard Terms and Conditions, together with the attached Scope of Services ("Scope of Services"), constitute the terms of this agreement ("Agreement") between Woodard & Curran Inc. ("Engineer"), with an address of 980 Washington Street, Suite 325, Dedham, MA 02026-6732 and City of Marlborough, MA ("City"), with an address of 135 Neil Street, Marlborough, MA 01752 with respect to the performance of the Scope of Services (the "Project") and any additional services.

WHEREAS, it is the desire of the City to contract the services described in the Scope of Services; and Engineer desires to perform the services described in the Scope of Services.

NOW THEREFORE, the parties hereto agree as follows:

1. Scope of Services

Engineer, as representative of the City, shall perform the services described in the attached Scope of Services.

- 1.1 Assumptions. The Engineer's Scope of Services and the compensation are conditioned upon, and are subject to, the assumptions set forth in the Scope of Services.
- 1.2 Change in Scope of Services. City may, at any time, by written order, request changes to the Scope of Services or work to be performed. If the Scope of Services is changed in a manner that will increase or decrease Engineer's costs or the time required to perform the services under this Agreement, there will be an equitable adjustment to this Agreement that must be signed by both parties.

2. Engineer's Responsibilities

Engineer shall be responsible for the following:

- 2.1 Engineer will perform all work in accordance with the attached Scope of Services.
- 2.2 Engineer will perform all work in a professional manner that is consistent with other professionals performing similar work in the geographic area at the time services are rendered.
- 2.3 Engineer shall comply with all laws and regulations applicable to Engineer's performance of the Scope of Services.
- 2.4 Engineer shall assign a project manager to act as Engineer's representative with respect to services to be rendered under this Agreement.
- 2.5 Engineer shall have all licenses and permits required by the Scope of Services.

3. City's Responsibilities

City shall do the following in a timely manner so as not to delay the services of Engineer:

- 3.1 Designate in writing a person to act as City's representative with respect to the services to be rendered under this Agreement. Such person shall have complete authority to transmit instructions, receive information, interpret and define City's policies and decisions with respect to Engineer's services described in the Scope of Services. Such person shall have complete authority to bind City financially with respect to the payment of services to be rendered under this Agreement.
- 3.2 Provide all criteria and full information as to City's requirements for the Project, including design objectives and constraints, performance requirements, and any budgetary limitations; and furnish copies of all design and construction standards which City will require to be included in any drawings and specifications.
- 3.3 Provide Engineer with all available information pertinent to the Project including previous reports and any other documents and data relative to design or construction of the Project, all of which Engineer shall be entitled to use and rely upon with respect to the accuracy and completeness thereof, in performing the services under this Agreement.
- 3.4 Examine all studies, reports, sketches, drawings, specifications, proposals and other documents presented by Engineer; and provide written comments within a reasonable time so as not to delay the services of Engineer.
- 3.5 Give prompt written notice to Engineer whenever City observes or otherwise becomes aware of any development that may affect the Scope of Services or timing of Engineer's services.
- 3.6 Ensure Engineer, its agents and representatives have safe access to the Project site, buildings thereon, and other locations as required to perform the Scope of Services.

4. Subcontracts

- 4.1 If requested by City, the Engineer will recommend the City's engaging the services of laboratories, testing services, subconsultants, or third parties to perform suitable aspects of the Services. Invoices for such third-parties will be reviewed by the Engineer, and the Engineer will make recommendations to the City regarding payment. Payment to these third-parties will be made directly by the City. The Engineer will recommend the use of such third parties with reasonable

WOODARD & CURRAN

TERMS & CONDITIONS

care, but does not guarantee their services and will not be liable for their errors or omissions.

- 4.2 In the alternative, Engineer may subcontract any portion of the Scope of Services to a subcontractor approved by City, and the Engineer will add a 10% surcharge on invoices paid directly by the Engineer for laboratories, testing services, subconsultants, or other third-parties, and that surcharge will be reflected on Engineer's monthly invoices submitted to City.

5. Billing and Payment

- 5.1 City shall pay Engineer in accordance with the payment methods, rates, and charges set forth in the Scope of Services or otherwise agreed upon. Engineer will submit monthly invoices for services rendered and expenses incurred during the previous period.

- 5.2 Payment will be due upon receipt of Engineer's invoice. Payments due Engineer and unpaid under the terms of this Agreement shall bear interest from thirty (30) days after the date payment is due at the rate of one and one half (1.5) percent per month (18 percent per annum) until paid in full. In the event that Engineer is compelled to take action to collect past due payments, the City will reimburse Engineer for all costs and expenses of collection including, without limitation, all court costs and reasonable attorney's fees and costs.

- 5.3 Reimbursable Expenses include actual expenditures made by Engineer, including, but not limited to:

5.3.1 Deleted;

5.3.2 overnight or priority postage and costs for special handling of documents;

5.3.3 renderings and models requested by the City;

5.3.4 Deleted;

5.3.5 expense of any additional insurance coverage or limits, including professional liability insurance, requested by the City in excess of that normally carried by Engineer and Engineer's consultants;

5.3.6 Deleted;

5.3.7 use of company field vehicle will be charged according to Engineer's current rates;

5.3.8 charges for materials and equipment provided directly by Engineer will be billed according to Engineer's current rates;

5.3.9 purchase or rental of specialized equipment and other supplies necessary to conduct the work;

5.3.10 Deleted.

- 5.4 Miscellaneous Direct Expenses will be billed to your project(s) each month at 2% (or as otherwise set forth in the Scope of Services) of the current month's labor fee (including project contract labor fee). This will cover expenditures for miscellaneous telephone, fax, photocopying, postage, digital camera, and computer expenses incurred on your project(s).

- 5.5 If the Project is suspended or abandoned in whole or part, Engineer shall be compensated for all services performed prior to receipt of written notice from the City of such suspension or abandonment, together with Reimbursable Expenses and Miscellaneous Direct Expenses then due plus Project closeout costs actually incurred. If the Project is resumed after being suspended for more than three (3) months, Engineer's compensation shall be equitably adjusted between the City and Engineer.

- 5.6 No deductions shall be made from Engineer's compensation on account or sums withheld from payments to contractors, nor shall payment to Engineer be contingent upon financing arrangements or receipt of payment from any third party.

- 5.7 If the City fails to make payment when due Engineer for services, Reimbursable Expenses, or Miscellaneous Direct Expenses, Engineer may, upon seven days' written notice to City, suspend performance of services under this Agreement. Unless payment in full is received by Engineer within seven days of the date of the notice, the suspension shall take effect without further notice. In the event of a suspension of services, Engineer shall have no liability to City for delay or damage caused City or others because of such suspension of services.

- 5.8 If City objects to all or part of any invoice, City shall notify Engineer in writing within two weeks of the date of the invoice, and shall pay that portion of the invoice not in dispute within 30 days after the date of receipt of the invoice. Provided that an objection is made in good faith, the parties shall immediately make every effort to settle the disputed portion of the invoice. If the dispute is resolved in favor of Engineer, interest shall accrue on the unpaid portion of the invoice in accordance with Section 5.2 of this Agreement.

6. Ownership and Use of Documents

- 6.1 All documents including drawings and specifications prepared or furnished by Engineer (and Engineer's independent professional associates, subcontractors and consultants) pursuant to this Agreement are instruments of service in respect of the Project and Engineer shall retain an ownership and property interest therein whether or not the Project is completed. City may take and retain copies for information and reference in connection with the use and occupancy of the Project by City and others.

WOODARD & CURRAN

TERMS & CONDITIONS

However, such documents are not intended or represented to be suitable for reuse by City or others on extensions of the Project or on any other project. Any reuse without written verification or adaptation by Engineer for the specific purpose intended will be at City's sole risk and without liability or legal exposure to Engineer or to Engineer's independent professional associates, subcontractors and consultants from all claims, damages, losses and expenses including attorney's fees arising out of or resulting therefrom. Any such verification or adaptation will entitle Engineer to further compensation rates to be agreed upon by City and Engineer.

- 6.2 Submission or distribution to meet official regulatory requirements or for other purposes in connection with the Project is not to be construed as publication in derogation of Engineer's rights under this section.

7. Limitation of Liability

- 7.1 The total liability, in the aggregate, of Engineer and Engineer's officers, directors, employees, agents, and independent professional associates and consultants, and any of them, to City and any one claiming by, through or under City, for any and all injuries, claims, losses, expenses, or damages whatsoever arising out of or in any way related to Engineer's services, the Project or this Agreement, from any cause or causes whatsoever, including, but not limited to, the negligence, errors, omissions, strict liability, breach of contract, breach of warranty of Engineer or Engineer's officers, directors, employees, agents or independent professional associates or consultants, or any of them, shall not exceed the total covered amount available under Engineer's insurance policies as provided in Section 8 below.
- 7.2 Neither party shall be responsible or held liable to the other for special, indirect, or consequential damages, including, but not limited to, loss of profit, loss of investment, loss of product, business interruption, or liability for loss of use of facilities or City's existing property, however the same may be caused.

8. Insurance

- 8.1 Engineer is protected by Worker's Compensation Insurance in accordance with statutory requirements, Employer's Professional Liability Insurance with a minimum limit of \$1,000,000 C.S.I.), Broad Form General Liability Insurance coverage naming the City of Marlborough as an additional insured and written on a "per occurrence" basis, in an amount of at least \$1,000,000, with an aggregate cap in an amount no less than \$3,000,000, Automobile Liability Insurance coverage naming the City of Marlborough as an additional insured, including coverage for owned, hired or borrowed autos in an amount not less than \$1,000,000 Combined Single Limit (C.S.L.). "Automobile" in this paragraph shall include any vehicle or equipment used in

the work that is not covered by the General Liability above, Umbrella Coverage/Excess Coverage in the amount of at least \$1,000,000 (C.S.L.), and Valuable Papers insurance in the amount sufficient to assure restoration of any plans, drawings, computations, field notes, or other similar data relating to the work covered by this Agreement in the event of loss or destruction while in the custody of the Engineer until the final fee payment is made or all data is turned over the City, and this coverage shall include coverage for relevant electronic media. Engineer's insurance policies shall be primary, and the City's insurer shall be non-contributing. Engineer will furnish City a certificate of insurance, as required by contract, evidencing such coverage and limits.

9. Indemnification Hold Harmless

- 9.1 Engineer agrees to indemnify and hold City, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of Engineer's negligent acts or negligent omissions.
- 9.2 City agrees to indemnify and hold Engineer, its directors, shareholders, employees, and assigns harmless from and against all claims, damages, causes of actions, and fines to the extent such claims, damages, causes of action and fines are based on or arise out of City's acts or omissions of gross negligence.

10. Delays/Force Majeure

- 10.1 Except as specifically set forth in this Agreement, neither party shall hold the other responsible or liable for damages or delays in performance caused by acts of God, interruptions in the availability of labor, or other events beyond the control of the other party, or that could not have been reasonably foreseen or prevented. For this purpose, such acts or events shall include unusually severe weather affecting performance of services, floods, epidemics, war, riots, strikes, lockouts, or other industrial disturbances, protest demonstrations, unanticipated Project site conditions, and inability, with reasonable diligence, to supply personnel, equipment, or material to the Project. Should such acts or events occur, both parties shall use their best efforts to overcome the difficulties arising and to resume as soon as reasonably possible the normal pursuit of the Scope of Services. Delays within the scope of this provision which cumulatively exceed thirty (30) days in any six (6) month period shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

11. Notice

- 11.1 All notices authorized or required between the parties, or required by any of the provisions herein, shall be given in writing and shall be sent by certified mail, return receipt requested, and deposited with an accepted postal

WOODARD & CURRAN **TERMS & CONDITIONS**

service, postage prepaid, and addressed to the intended party at the address set forth in the first paragraph of these Terms and Conditions. Notices sent in this manner shall be deemed given seven business days after mailed. Notices may also be given by personal delivery, sent via a regionally recognized overnight carrier (i.e. FedEx, UPS), or sent by facsimile, and shall be deemed given when delivered (if by personal delivery or overnight courier) or when faxed.

12. Dispute Resolution

12.1 Step Negotiations. The parties shall attempt in good faith to resolve all disputes ("Controversy") promptly by negotiation, as follows. Any party may give the other party written notice of any Controversy not resolved in the normal course of business. Managers of both parties at levels at least one level above the project personnel involved in the Controversy shall meet at a mutually acceptable time and place within five days after delivery of such notice, and thereafter as often as they reasonably deem necessary, to exchange relevant information and to attempt to resolve the Controversy. If the matter has not been resolved within thirty days from the referral of the Controversy to the managers, or if no meeting has taken place within ten days after such referral, either party may initiate mediation as provided hereinafter. All negotiations pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations purposes of the Federal Rules of Evidence and state Rules of Evidence.

12.2 Mediation. In the event that any Controversy arising out of or relating to this Agreement is not resolved in accordance with the procedures provided herein, such Controversy shall be submitted to mediation with a mutually agreed upon mediator. The mediation shall be filed at the regional office of the agreed upon mediator closest to the Project site. The mediation shall take place at an Engineer's office unless otherwise agreed to by the parties. If the mediation process has not resolved the Controversy within thirty days of the submission of the matter to mediation, or such longer period as the parties may agree to, the mediation process shall cease. All mediation documents and discussions pursuant to this clause are confidential and shall be treated as compromise and settlement negotiations for purposes of the Federal Rules of Evidence and state Rules of Evidence. Nothing herein shall limit the rights and remedies that the parties may have under this Agreement or under other legal and equitable proceedings.

13. Termination

13.1 Either party shall have the right to terminate this Agreement with respect to the Project for convenience, at its option, by sending a written Notice of Termination to the other party. The Notice of Termination shall specify when and which services will be discontinued and when termination shall be effective, provided that no

termination shall be effective less than ten (10) calendar days after receipt of the Notice of Termination. No later than thirty (30) calendar days after termination, City shall pay Engineer for all Services performed and charges incurred prior to termination, including, without limitation, costs and expenses related to putting Project documents and analyses in order and rescheduling personnel and equipment.

13.2 Either party shall have the right to terminate this Agreement with respect to the Project for cause if the other party commits a material breach of this Agreement and fails to cure such breach within ten (10) days. A Notice of Default, containing specific reasons for termination, shall be sent to the defaulting party, and both parties shall cooperate in good faith to cure the default or defaults stated in the Notice of Default. Termination shall not be effective if the breach has been remedied within ten (10) days after the defaulting party's receipt of the Notice of Default or the later date specified in the Notice of Default, or, if the defaulting party has begun to cure such default within such period and such default cannot reasonably be cured within such period, if such defaulting party diligently prosecutes curing such default to completion (provided that such provision shall not apply to City's failure to timely pay an invoice). In the event of termination for cause, Consultant shall be paid the same as in the case of termination for convenience and the parties shall have their remedies at law as to any other rights and obligations between them, subject to the other terms and conditions of this Agreement.

14. Construction Contract Responsibilities

14.1 When Engineer's services include the performance of any services during the construction phase of the Project, it is understood that the purpose of any such services (including any visits to the Project site) will be to enable Engineer to better perform the duties and responsibilities assigned to and undertaken by it as an experienced and qualified design professional, and to provide the City with a greater degree of confidence that the completed work of City's construction contractor(s) ("Contractor") will conform generally to the contract documents and has been implemented and preserved by Contractor(s). Engineer shall not, during such visits or as a result of any observations of construction, supervise, direct or have control over Contractor's(s') work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences or procedures of construction selected by the Contractor(s) or safety precautions and programs incident to the work of Contractor(s) or for any failure of Contractor(s) to comply with laws, rules, regulations, ordinances, codes or orders applicable to Contractor(s) furnishing and performing its (their) work. Engineer does not guarantee the performance of the construction contract by the Contractor(s), and does not assume responsibility for

WOODARD & CURRAN **TERMS & CONDITIONS**

Contractor's(s') failure to furnish and perform its (their) work in accordance with the contract documents.

14.2 If Engineer's contract with the City so requires, Engineer shall review (or take other appropriate action in respect of) shop drawings, samples and other data which Contractor(s) is (are) required to submit, but only for conformance with the design concept of the Project and compliance with the information given in the contract documents. Such review or other actions shall not extend to means, methods, techniques, sequences or procedures of manufacture (including the design of manufactured products) or construction, or to safety precautions and programs incident thereto. Engineer's review or other actions, as described above, shall not constitute approval of an assembly or product of which an item is a component, nor shall it relieve the Contractor(s) of (a) its (their) obligations regarding review and approval of any such submittals; and (b) its (their) exclusive responsibility for the means, methods, sequences, techniques and procedures of construction, including safety of construction.

15. Health and Safety

15.1 Engineer and its employees shall follow health and safety precautions which meet federal, state and local regulations. If asked to conduct any activities which do not conform to said regulations, or which Engineer determines in its sole discretion to be unsafe or unhealthy, Engineer shall have the option to stop work immediately and inform City of unacceptable health and safety conditions, and both parties shall enter into good-faith negotiations to remedy the unacceptable conditions. If no remedy can be agreed upon, Engineer and City may terminate this Agreement with respect to Scope of Services in accordance with the terms stated herein.

15.2 Engineer will not implement or be responsible for health or safety procedures other than for its own employees. Engineer shall not share any responsibility for the acts or omissions of other parties on the Project or have control or charge of, or be responsible for safety precautions and programs of City or other contractors. Unless otherwise agreed in the Scope of Services, Engineer's observation and testing of portions of the work of other parties on a project site shall not relieve such other parties from their responsibilities for performing their work in accordance with applicable plans, specifications and health and safety requirements. City agrees to notify such contractors or other parties accordingly.

16. Pre-Existing Conditions and Subsurface Risks

16.1 Where the Scope of Services includes or requires on-site work, visits, investigations, or explorations, Engineer and City agree to the following:

16.1.1 Hazardous Substances. City acknowledges that Engineer has neither created nor contributed to the creation of any hazardous waste, hazardous substance, radioactive material, toxic pollutant, asbestos, or otherwise dangerous substance (collectively referred to as "hazardous substance"), or dangerous condition at the Project site. Consequently, City agrees to, indemnify and hold Engineer harmless from and against any and all claims, damages, losses, fines, suits or causes of action (collectively referred to as "claims") relating to personal injury; property damage; non-compliance or liability arising under environmental laws including, but not limited to, RCRA, CERCLA or similar federal or state laws, to the extent the claims are based on or arise from the existence or release of any hazardous substances. The term "property" as used herein means all real and personal property, including, without limitation, tangible and intangible rights and interests, economic or other losses, or other rights with respect thereto.

16.1.2 City's Duty to Notify Engineer of Hazards. City shall provide Engineer with all information known to City with respect to the existence or suspected existence of any hazardous substances at, on, or in close proximity to the Project site. City will advise Engineer immediately of any information which comes into City's possession regarding the existence of any such potentially hazardous substances, or any condition known to City to exist in, on, under or in the vicinity of the Project site which might present a potential danger to human health or the environment.

16.1.3 Engineer shall take reasonable precautions for the health and safety of its employees while at the Project site with consideration for the available information regarding existing hazards.

16.1.4 Control of Project Site. City acknowledges that it is now and shall remain in control of the Project site at all times. Engineer shall have no responsibility or liability for any aspect or condition of the Project site, now existing or hereafter arising or discovered. Engineer does not, by entry into an agreement with City or its performance of services under any such agreements, assume any responsibility or liability with respect to the Project site; nor shall any liability or responsibilities be implied or inferred by reason of Engineer's performance of any work at the Project site.

16.1.5 Right of Entry. Unless otherwise agreed, City will furnish right-of-entry on the land for Engineer to make the planned borings, explorations, or field tests. Engineer will take reasonable precautions to minimize damage to the land from use of equipment, but has not included in its fee the costs for restoration of damage that may result from Engineer's operations, or the operations of any person or entity engaged by Engineer in the performance of services under this agreement. If

WOODARD & CURRAN **TERMS & CONDITIONS**

Engineer is required to restore the land to its former condition, such work will be accomplished and the costs, plus fifteen percent (15%), will be added to Engineer's fee.

16.1.6 Subsurface Risks. City recognizes that special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program, implemented with appropriate equipment and experience by personnel under the direction of a trained professional who functions in accordance with a professional standard of practice may fail to detect certain hidden conditions. For similar reasons, actual environmental, geological, and geotechnical conditions that the Engineer properly inferred to exist between sampling points may differ significantly from those that actually exists. The City acknowledges these risks.

16.1.7 Engineer will exercise reasonable and professional care in seeking to locate subterranean structures in the vicinity of proposed subsurface explorations at the Project site. Engineer will contact public utilities and review plans and information, if any, provided by public utilities, public agencies and City. So long as Engineer observes such standard of care, Engineer will not be responsible for any unavoidable damage, injury of interference with any subterranean structures, pipe, tank, cable or any other element or condition if not called to Engineer's attention prior to commencement of services or which is not shown, or accurately located, on plans furnished to Engineer by City or by any other party, or which could not have been reasonably identified by Engineer.

17. Samples – DELETED IN ITS ENTIRETY

18. Miscellaneous

18.1 This Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

18.2 The prevailing party in any lawsuit, appeal, bankruptcy or other legal proceeding relating to this Agreement or its appendices shall be entitled to recover from the non-prevailing party all reasonable attorneys' fees, costs and expenses incurred by the prevailing party, and in all efforts to collect any recovery by the prevailing party. Any action to enforce or interpret this Agreement shall be commenced or maintained only in the judicial or administrative tribunal in the jurisdiction of the Commonwealth of Massachusetts, and each party waives any venue, convenient forum, removal, jurisdiction, or other rights to the contrary.

18.3 Section headings in this Agreement are included herein for convenience of reference only, and shall not constitute a part of the Agreement or for any other purpose.

18.4 The City and Engineer respectively, bind themselves, their partners, successors, assigns and legal representatives to the other party to this Agreement and to the partners, successors, assigns and legal representatives of such party with respect to all covenants of this Agreement. Neither the City nor Engineer shall assign, sublet or transfer any interest in this Agreement without the written consent of the other.

18.5 This Agreement represents the entire and integrated Agreement between the City and Engineer, and supersedes all prior negotiations, representations or agreements, either written or oral, and may be amended only by written instruments signed by both City and Engineer.

18.6 If any provision of this Agreement is held invalid or unenforceable by any court of final jurisdiction, it is the intent of the parties that all other provisions of this Agreement be construed to remain fully valid, enforceable and binding on the parties.

18.7 Any estimates or opinions of Project or construction costs are provided by Engineer on the basis of Engineer's experience and qualifications as an engineer and represents its best judgment as an experienced and qualified engineer familiar with the construction industry. Since Engineer has no control over the cost of labor, materials, equipment or services furnished by others or over competitive bidding or market conditions, it cannot guarantee that proposals, bids or actual Project costs or construction costs will not vary from any estimates or opinions of costs prepared by Engineer. Similarly, since Engineer has no control over building operation and/or maintenance costs, Engineer cannot and does not guarantee that the actual building system operating or maintenance costs will not vary from any estimates given by Engineer. No fixed limit of construction costs is established as a part of this Agreement.

Woodard & Curran Rate Schedule

2011¹



LABOR CATEGORY

	<u>Hourly Rate (\$)</u>
Principal	\$209
Vice President	\$190
Senior Project Manager	\$182
Senior Engineer	\$171
Project Manager	\$161
Senior Project Engineer	\$150
Project Engineer 2	\$145
Project Engineer	\$137
Engineer 3	\$112
Engineer 2	\$102
Resident Engineer /GIS Developer	\$95
Operations Specialist /Scientist /Senior Designer /Technical Service Specialist 1	\$91
Engineer 1	\$87
Designer	\$83
Project Assistant	\$81
Drafter	\$76
Administrative /Clerical	\$59

EXPENSE CATEGORY

Travel ²	.51/mile
Out of Pocket (consumable field supplies, etc.)	At Cost
Records from Outside Sources	At Cost
Subcontracts (lab tests, drilling, etc.)	At Cost Plus 10%
Equipment Rental	At Cost Plus 10%

¹Hourly rates will increase each March 1st by an average of 5%.

²Mileage rate will change as the federal allowable rate is modified.



City of Marlborough

RECEIVED
CITY OF
CITY OF

Office of the Mayor

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

Nancy E. Stevens
MAYOR

Krista J. Holmi
EXECUTIVE AIDE

Katherine M. LaRose
EXECUTIVE SECRETARY

April 12, 2011

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

RE: Appointments – Council on Aging Board of Directors

Honorable President Vigeant and Councilors:

I am submitting for your approval the names of Richard Collins, Andrea Shordone and Lynn Anderson for appointment to the Council on Aging Board of Directors.

If confirmed, all members will serve four-year terms expiring the first Monday in May, 2015 (May 4, 2015).

As always, please feel free to call with any questions or concerns.

Sincerely,

Nancy E. Stevens
Mayor

Enclosures

cc: Jennifer Claro, COA

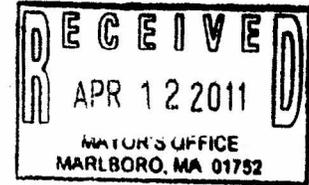


City of Marlborough

Council on Aging and Senior Center

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

Date: April 12, 2011



Memorandum

To: Mayor Nancy E. Stevens

From: Jennifer C. Claro, Council on Aging, Director

Mayor Stevens I would like to submit the following names for your consideration for the Council on Aging Board.

Appointments:

Richard D. Collins

Andrea Shordone

Lynn Anderson

CANDIDATE FOR COUNCIL ON AGING (Nominating/Board Development Committee)

Name: Richard D. Collins (Email) _____

Address: _____ (Cell#) _____

(Work) _____ (Tel.) _____

(Home) _____ (Tel.) _____

How did/do you hear about the COA? Community Involvement

Have you given your time previously as a volunteer? Y N

If Y, in what capacity/ies? We have sponsored a program in the past and make monetary donations to help fund others

Why do you want to become a board member/volunteer? What would you like to get out of this experience?
To help the Senior Community grow. I have many ideas that I would love to share.

What interests, activities or hobbies do you enjoy? Golf, Charitable fund raising & raising my two sons.

Previous/current Occupation/s, Position: Funeral Director

Education/Training, Hobbies or Other Skills: College Grad. / a ^{carpenter} handyman

Other organizations to which s/he belongs: AHEA, National Funeral Directors Assoc. Massachusetts Funeral Directors Assoc.

How long do you think you'd like to be involved with the COA? As long as COA can benefit from my involvement

Are you prepared to attend a training/information session/board meeting? Yes

Are you willing to undergo a CORI background check? Y N

What are his/her current interests (in the COA)? Sponsoring Events

Comments: With an aging mother in Marlborough, I would like to try and have some input into events/programs for the Senior Community.

Sponsor: J. Clave Date: April 2, 2011 CORI: _____

CANDIDATE FOR COUNCIL ON AGING

(Nominating Board Development Committee)

Name: Andrea Shordone (E-mail) ashordone@msn.com

Address: (Work) 400 Commercial Street, Suite 200, Boston, MA 02110

(Home) 1000 Beacon Street, Boston, MA 02116

Previous or Current Occupations & Position: Director of Programming

(If retired, note date of retirement)

Education/Training or Other Skills: Certified Rec. Therapist - North Shore Community College
Certified train the trainer - Alzheimers

certificate of Floral Design

Other organizations to which he/she belongs: Satellite Group that meets monthly to discuss new ideas and programs for seniors.
masscap

Activities in which he/she has been actively engaged: I currently oversee

the programs for the Residents of Bolton Manor. I'm a facility of 149 it's my job to see that all residents have a form of activity that meets their needs.

What are his/her current interests in the COA? My interests are in helping

seniors of the community maintain an independent and fulfilling life by offering a variety of services that will educate and get them involved in programs that are fun. I work with seniors and find it rewarding.

What other activities are of particular interest to him/her? I am extremely interested in many types of activities and always open to learning something new. I sew, dance, exercise, paint, read and care for my 3 dogs.

Comments: _____

Sponsor: Jennifer B. Davis Date: April 12, 2011 CORE: _____

CANDIDATE FOR COUNCIL ON AGING

(Nominating/Board Development Committee)

Name: LYNN ANDERSON (E-mail) [redacted]

Address: (Work) [redacted] (Tel.) [redacted]

(Home) [redacted] (Tel.) [redacted]

Previous or Current Occupation/s & Position: medical records coordinator
Parmenter VNA / Wayside Hospice
Wayland MA
school teacher
(If retired, note date of retirement) 5/2009

Education/Training or Other Skills: elementary school teacher

Other organizations to which he/she belongs: one of the directors of new FISH program

Activities in which he/she has been actively engaged: organized a Boston food/soup kitchen for 15 yr; hospital volunteers; school volunteers
organized a food coop

What are his/her current interests in the COA? Interested in helping expand the outreach of the COA to more of the community, increasing the services of the FISH programs

What other activities are of particular interest to him/her? gardening, cooking, reading

Comments: _____

Sponsor: Jennifer Co. O'Neil Date: April 12, 2011 CORE: _____

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
April 20, 2011
2011 APR 20 P 2:12

The Honorable Edward J. Clancy, Chairman
Wireless Communications Committee
Marlborough City Council
Marlborough City Hall
140 Main Street
Marlborough, MA 01753

RE: Verizon Wireless, Special Permit Application to City Council (10-1002623);
Wireless Communications Facility (WCF), Kane Self Storage Facility, 800
Bolton Street, Assessor Map 16, Lot 6; Limited Industrial Zone; Upcoming
Wireless Committee Meeting on April 26, 2011.

VIA: Hand Delivery on 4/20/11

ATTN: Lisa M. Thomas, City Clerk
Karen Boule, City Council Secretary

Dear Chairman Clancy:

I'm writing to follow-up on a number of items raised at the last City Council Wireless Committee Hearing on the above-referenced special permit application and also to submit a number of items in preparation for the upcoming Wireless Communications Committee meeting. In this effort, I have enclosed multiple copies of the following items for review and discussion at the next meeting.

Written permission issued by School Committee and Superintendent of the Assabet Valley Regional School Committee for the Verizon Wireless monopole facility and appurtenances to be located adjacent to the property line separating the Assabet School and the Kane Self-Storage Property, as shown on the SFC Engineering plans with a most recent revision date of April 11, 2001 (plans enclosed).

A written opinion provided by Jeffrey Benway, Professional Engineer at SFC Engineering, that the proposed relocation to the rear of the Kane Property will not significantly increase the pole's visibility from the Assabet School and will reduce the visual impact from Bolton Street and from the adjoining property to the north. (It should also be noted that Verizon Wireless has previously agreed to reduce the height of the monopole from 130 feet to 120 feet.)

Overhead satellite maps obtained from Mass GIS and U.S. Fish and Wildlife databases showing the new location of the monopole and its long distance from

any wetlands or brooks/streams, so no conservation commission review is necessary for the new location.

Two photographs showing the rear area of the Kane Property, with the white panel truck located in the rear location where the pole would be located.

A photograph of a monopole facility located adjacent to a wooded area near a commercial office building in Westwood, Mass., off Route 128, showing how the painting of the pole a brown color allows the pole to blend-in with the wooded area. Verizon Wireless has agreed to paint its proposed monopole from the base up to a height of ninety (90) feet on the pole, which is approximately ten feet above the highest trees in the area.

A photograph of a 135 foot monopole with flush-mounted antennas located in the center of Dover, Mass., near a stand of trees, showing the upper twenty feet or so of the monopole, and similar visibility is expected for the proposed monopole at the rear of the Kane Property.

A memorandum (dated March 30, 2011) prepared by Modeling Specialties comparing the diesel engine for the Verizon Wireless 60KW stand-by generator with the engines of large pick-up trucks and concluding that the stand-by generator engine is substantially smaller than common diesel engine sizes in large pickup trucks.

An Environmental Noise Impact Evaluation (dated April 4, 2011) and updated for the new monopole/WCF location in the rear of the Kane Property, concluding that the sound levels generated from the facility will not be noticed at the neighboring properties. It is important to note that the stand-by generator is only cycled once per week during the late morning for approximately twenty minutes for maintenance purposes and then would only operate after the 6 to 8 hour stand-by batteries inside the facility were to run down during a prolonged power outage to the area. The HVAC units are similar in size and capacity to those utilized for residential central air conditioning systems and cycle on-and-off during periods of hot weather.

A Site Specific Cellular Telecommunications Analysis prepared by William J. Pastuszek, Jr., a licensed appraiser and Member of the Appraisal Institute, with Shepherd Associates, dated November 9, 2010, providing a detailed analysis of the subject site and other similar wireless facilities and providing a professional opinion that the construction and operation of the project will not have any adverse effect upon the property values of residential real estate located near the subject site.

A set of plans prepared by SFC Engineering, with a most recent revision date of April 11, 2011, showing the new location for the monopole facility in the rear of the Kane property. It is notable that the new location for the monopole facility

has received the written permission of the abutter to the west and south (the Assabet Valley School) and the new location increases the distance of the pole from the office/apartment building on the Kane Property from 159 feet to 303 feet. Additionally, the now pole location increases the distance from the adjoining property to the north from 134 feet to 237 feet and the new pole location increases the distance from the residential structure on the adjoining property from 275 feet to 378 feet.

In addition to the foregoing, the following items have previously been submitted to, and are now on file with, the Wireless Committee and the City Clerk's Office, but additional copies can be provided if requested by the City.

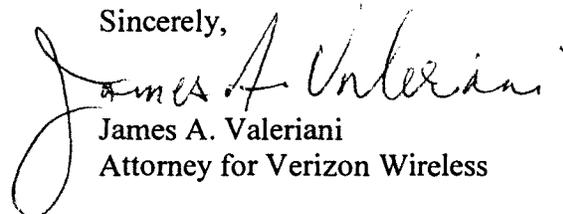
Copies of the RF Emissions Compliance report, dated July 23, 2010, and prepared by Donald L. Haes, Jr., Ph.D., CHP, Radiation Safety Specialist, concluding that the facility would comply with all regulatory guidelines for RF emissions.

Copies of the determination by the Massachusetts Historical Commission that the project is unlikely to affect significant historic or archaeological resources.

Copies of the Radio Frequency Engineering plots presented at the hearing by Jason Flanagan, an RF Engineer with Verizon Wireless.

On behalf of Verizon Wireless, I look forward to meeting with the Wireless Committee later this month. In the meantime, members of the Council's Wireless Committee and the full City Council, or representatives of the City Clerk's office, should feel free to contact me via telephone or email with any questions or comments.

Sincerely,



James A. Valeriani
Attorney for Verizon Wireless

Copies to: Andrew Pearsall, Vital Site Services and Verizon Wireless
Donald J. Rider, Esq., Solicitor, City of Marlborough

Date: April 14, 2011

The Honorable Arthur G. Vigeant, President
Marlborough City Council
140 Main Street
Marlborough, MA 01476

David R. Heverling
Area Vice President Network
Bell Atlantic Mobile of Massachusetts Corporation, Ltd.
d/b/a Verizon Wireless
400 Friberg Parkway
Westborough, MA 01581

RE: Verizon Wireless, proposed wireless communications facility at Kane Self Storage property, 800 Bolton Street, Marlborough; Pending Special Permit Application with Marlborough City Council; Written permission from Assabet Valley Regional Technical School to allow proposed facility to be located adjacent to a portion of the eastern property line of the Assabet Valley School property.

ATTN: Councilor Edward J. Clancy, Chairman, Wireless Communications Committee

At a duly called meeting of the School Committee of the Assabet Valley Regional Technical School (the Assabet Valley School), held on April 5, 2011, a necessary quorum being present, the School Committee, acting pursuant to and in compliance with Chapter 513 of the Acts of 1966 and all other applicable rules and regulations, voted to grant this written permission to Verizon Wireless for the placement of a Verizon Wireless monopole communications facility in the rear of the Kane Self Storage facility, 800 Bolton Street, Marlborough (the "Kane Property"), adjacent to a portion of the eastern property line of the Assabet Valley School property, in connection with and pursuant to the provisions of the City of Marlborough Zoning Ordinance, Section 650-25, Part E on Development Requirements, Subpart 8, subject to the following provisions.

The Verizon wireless monopole facility is located substantially as shown on the plans prepared by SFC Engineering, entitled "Proposed 120 Monopole with Cable Tray and 12 x 30 Equipment Shelter, Marlboro Fort Meadow, 800 Bolton Street, Marlboro, Mass." dated May 15, 2009, with most recent plan revision dates of January 7, 2011 and April 11, 2011; plan project number 2002013434.

The monopole structure and the ground-based equipment shall not be located closer than six (6) feet to the boundary line that separates the eastern portion of the Assabet Valley School from the western portion of the Kane Property.

Verizon Wireless shall indemnify, defend and save harmless the Assabet Valley School, its officers, agents, volunteers, students and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, judgments, awards, costs and expenses (including reasonable attorneys' fees), or liability to any person arising from injury or death of any person or damage to the Assabet Valley School's real and personal property to the extent the same may arise out of or in connection with the location of Verizon Wireless's monopole wireless facility at the Kane Property.

Verizon Wireless shall install and operate the monopole facility in compliance with all applicable federal, state and local laws and regulations, including, but not limited to, the City of Marlborough Wireless Facility Zoning Ordinance and the applicable City Council Special Permit to be issued for the wireless facility.

Verizon Wireless shall notify the Superintendent's office by telephone one week prior to commencement of the project.

The Superintendent of the Assabet Valley School, in consultation with the Assabet Valley School's legal counsel, is authorized to review and approve changes to the project plans so long as such changes are not substantial.

This written permission is being granted pursuant to the City of Marlborough's Wireless Communications Facility Ordinance, Section 650-25, Part E on Development Requirements, Subpart 8, stating in part: "Every tower must be set back from the property line of the lot on which it is located or from a point beyond said line but extending only over land for which written permission has been received for a distance at least equal to the height of the tower".

Sincerely,


Mary Jo Nawrocki
Superintendent



**ASSABET VALLEY REGIONAL VOCATIONAL DISTRICT
SCHOOL COMMITTEE**
Chairman: Lynn G. Ryan

MEETING AGENDA
Tuesday, April 5, 2011 at 7:00 PM

Meeting will be held in the School Committee Conference Room at the Assabet Valley Regional Technical High School, 215 Fitchburg Street, Marlborough, MA.

ESTIMATED TIME	AGENDA ITEM
	PLEDGE OF ALLEGIANCE
	AUDIENCE
7:00-7:20 PM	~ Attorney Valeriani and Edward Clancy will be present to discuss Verizon cell tower.
7:20-7:35 PM	~ Russ Mangsen will be present to discuss school building project.
7:35-7:40 PM	~ To hear from any individual recognized by the Chairman who wishes to express an opinion on matters currently before the Committee
7:40-7:45 PM	BILLS AND PAYROLL ~Warrant(s) on table for Committee signatures
7:45-7:50 PM	APPROVAL OF MINUTES ~ VOTE: To approve the minutes of the previous meeting. Bring enclosed.
7:50-7:55 PM	STUDENT REPRESENTATIVE REPORT ~To hear report from student representative(s)
7:55-8:10 PM	PRINCIPAL'S POST ~To hear report from Mr. Hollick. Bring enclosed.
8:10-8:25 PM	REPORT from ASSISTANT SUPERINTENDENT ~To hear report from Mr. Collins. Bring enclosed. ~ VOTE: To vote on dental insurance plan for FY12. ~ E & D Certification
8:25-8:30 PM	COMMUNICATIONS ~Reading and distribution of communications received by the Committee and Superintendent.
8:30-8:50 PM	SUPERINTENDENT-DIRECTOR'S REPORT ~ To hear updates from the Superintendent-Director.
8:50-8:55 PM	NEW BUSINESS ~ To set the last day of school. Bring enclosed.
8:55-9:15 PM	POLICY DEVELOPMENT ~ VOTE: 2 nd Reading and vote of Animals in School policy. Bring enclosed. ~ Discussion of Visitors to School policy. Bring enclosed. ~ Discussion of Observations of Special Education Programs policy. Bring enclosed. ~ Discussion of Nondiscrimination Policy. Bring enclosed.
9:15-9:20 PM	PROGRAM ADVISORY COMMITTEE ~ To receive updated PAC roster
9:20-9:30 PM	For the good of the school, to hear from any School Committee member recognized by the Chair.

Agenda prepared by Mary Jo Nawrocki, Superintendent-Director

Secretary, Assabet Valley Regional Vocational District School Committee

April 11, 2011

Mr. James Valeriani
Attorney at Law
10 Arthur Road
Wakefield, MA 01880

RE: **Verizon Wireless Facility at Kane Self Storage**

Dear Mr. Valeriani,

Verizon Wireless is proposing to move the location of the proposed tower at the Kane Self Storage site from the interior of the site approximately 165 feet west-southwest to the edge of the property. This move will increase the base elevation of the tower by about two feet.

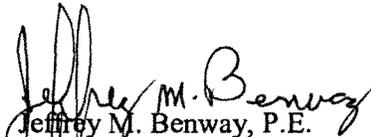
As requested, we have studied what effect moving the proposed tower would have on the visibility of the tower. Our study concentrated on the visibility from the Assabet Valley Regional Vocational High School, from Bolton Street and from the abutting property to the north. This study was based on our topographic survey of the site, several previous visits to the site, photos of the site and surrounding area, and aerial photos of the site.

It is our opinion that the new location of the tower will not significantly increase its' visibility from the Assabet School because of the minor change in base elevation, a larger stand of trees and the lateral direction of the tower movement in reference to the school.

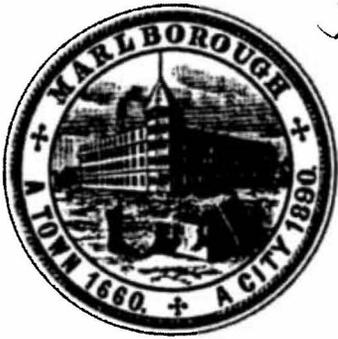
It is also our opinion that the proposed tower move will reduce the visual impact from Bolton Street and the property to the north of the site. This effect is due to moving the tower behind the trees along the north side of the property and to the approximately 50% increase in the distance to the tower from the street and neighboring house.

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

SFC ENGINEERING PARTNERSHIP, INC.


Jeffrey M. Benway, P.E.
Project Engineer

M:\W\VERIZON\472201 Marlboro Ft. Meadow\Docs\VisualImpact.doc



\$ 2500 pd

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2011 APR 15 PM 1:43

**Lisa M. Thomas
City Clerk**

MARLBOROUGH, MA

DATE: 4-15-11

To the City Council:

Owner Name: Tony Bitar

Residential Address: 5 Rollin's Ridge Lane, Paxton, MA 01617

Telephone Number: (508) 981-5080

Business Name: HANDSOME JEWELERS

Business Address: 601 DONALD LYNCH BLVD. MARLBOROUGH, MA 01752

Business Telephone Number: (508) 303-6595

Owner Signature: [Signature]

The above-signed Tony BITAR respectfully requests that he/she be granted a Junk Dealer's License license.

In City Council

City of Marlborough
Commonwealth of Massachusetts

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2011 APR 12 A 2:49



PLANNING BOARD

Barbara L. Fenby, Chair
Colleen M. Hughes, Clerk
Philip J. Hodge
Edward F. Coveney
Clyde L. Johnson
Sean N. Fay

Carrie Lizotte, Board Secretary
Phone: (508) 460-3769
Fax: (508) 460-3736
Email: CLizotte@marlborough-ma.gov

March 28, 2011
7:00 PM

The Planning Board for the City of Marlborough met on Monday, March 28, 2011 in Memorial Hall, 3rd floor, City Hall, Marlborough, MA 01752. Members present: Barbara Fenby, Colleen Hughes, Clerk, Philip Hodge, Clyde Johnson and Sean Fay. Also present: City Engineer Thomas Cullen.

MINUTES

March 14, 2011

On a motion by Ms. Hughes, seconded by Mr. Fay, it was duly voted:

To accept and file the meeting minutes with amendments.

CHAIRS BUSINESS

Proposed change to Zoning Ordinance

At the last meeting the Board heard the reasoning behind the proposed changes to the Zoning Ordinance. A motion to approve the zoning changes was made by Mr. Hodge, seconded by Mr. Johnson, with Ms. Fenby, Ms. Hughes and Mr. Fay opposing. This motion did not carry.

Mr. Fay stated that he had two concerns with the proposed changes. The first was that an amendment that potentially decreases the percentage of the living space that has to be allocated to the first floor could result in designs that would make the units less livable for people with physical disabilities, and would limit the ability of unit owners who wished to occupy the units as their last home to age in place if they developed physical limitations later in life. Mr. Fay stated that is second concern was that there was a less drastic alternative to meeting one of the stated reasons for the requested change by simply not counting finished space in basements as part of the calculations under the ordinance. This would permit owners of current units to utilize this extra space without the potential for taking away first floor living space.

Ms. Hughes stated that she lives in an active adult community where most of the residents are older. Ms. Hughes agreed with Mr. Fay's concern about the ability to age in place.

Mr. Hodge disagreed, stating that the Planning Board or any other entity should not be denying anyone the ability to purchase a private home with the design that they wanted.

Mr. Fay stated that there is a basis for doing so. Developers of this type of subdivision are given certain concessions in density and infrastructure in part in exchange for meeting certain design specifications. Mr. Fay stated this as the basis for requiring a developers to allocate a certain percentage of square footage to the first floor so that those with physical limitations are not eliminated as potential buyers of these units so that a developer can use a particular set plan.

Mrs. Lizotte wisely suggested taking a singular vote on each item. The Planning Board agreed that this was the best way to vote on the amendments.

- Parking Spaces: 650-21; amending subsection C(8) thereof, by amending the second sentence thereof, by adding "at least" after provide.

On a motion by Ms. Hughes, seconded by Mr. Fay it was duly voted:

To send the City Council a recommendation to approve the change in the Zoning Ordinance 650-21C(8), which will now read " Each unit shall be required to provide at least one parking space inside a garage and an additional space in front of a garage".

- Removing "Ancillary": 650-22: amending subsection 14 to strike out said subsection in its entirety; including sub-sections (a) through (f).

On a motion by Mr. Fay, seconded by Mr. Johnson it was duly voted:

To send the City Council a recommendation to approve the removal of subsection 650-22 (14) in its entirety.

- Living Area: 650-21; amend subsection C(3) thereof, by deleting the second sentence thereof, which now reads "At least 66% of the living area in each unit shall be located on the first floor"

On a motion by Mr. Fay, seconded by Ms. Hughes, it was duly voted, with Mr. Hodge and Mr. Johnson opposing:

To send the City Council a negative recommendation to the City Council.

The Board members stated that they were concerned that the proposed amendments would limit the ability of owners of the future units to age in place, would limit the ability of potential buyers with physical limitations to live in new units, and that eliminating square footage in finished basements from the square footage calculations would be a less drastic alternative to address one the stated objectives of the proposed amendment.

APPROVAL NOT REQUIRED PLAN

417 South Street Submittal

ATC reality Sixteen, Inc has retained Bruce Saluk to subdivide 413-417 South Street. At the present time the land has 14.55 acres of land being divided into two lots, Lot 2 with 9.27 Acres and Lot 2A with 5.28 Acres. Mr. Saluk explained that the lots are being subdivided at the request of the future purchaser owner of the building at 413 South Street, with no interested in building on the empty lot. The current owner will retain the rights for the lot 2A .

On a motion by Mr. Fay, seconded by Ms. Hughes, it was duly voted:

To accept and refer the proposed plan to the City Engineer for his review and recommendation at the next meeting on Monday, April 11, 2011.

PUBLIC HEARING

SUBDIVISION PROGRESS REPORTS

City Engineer Update

Mr. Cullen provided a formal update to the Planning Board. He stated the following:

- Indian Hill Subdivision: met with Priscilla Ryder regarding the walking trail and dealing with the use of the exclusive use area,
- Shaughnessy Estates: meeting with Avidia Bank to discuss completion of the subdivision.

Shorter Street

At the meeting held on February 14, 2011 the Planning Board voted to send notification to the City Council to not accept the turn around easement and to keep the bond monies. Attorney Norris is asking for the Board to release the remaining bond monies.

In discussions, the Board discussed asking the City Solicitor on ways to approach the City Council to remove "table" action off the table, the proper procedure to amend the subdivision plan and then amending all deeds associated with the subdivision.

On a motion by Ms. Hughes, seconded by Mr. Fay it was duly voted:

To seek the City Solicitor's opinion in asking the City Council Public Services Committee to remove the item off the table and ask what the procedures would be to amend the subdivision as-builds and all associated deeds.

PENDING SUBDIVISION PLANS: Updates and Discussion

PRELIMINARY/ OPEN SPACE SUBDIVISION SUBMITTALS

DEFINITIVE SUBDIVISION SUBMISSIONS

SCENIC ROADS

SIGNS

INFORMAL DISCUSSION

COMMUNICATIONS/CORRESPONDENCE

On a motion by Ms. Hughes, seconded by Mr. Hodge, it was duly voted:

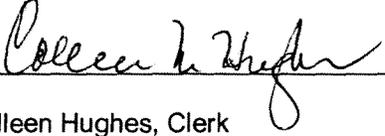
To accept all of the items listed under communications and/or correspondence.

On a motion by Mr. Johnson, seconded by Ms. Hughes, it was duly voted:

To adjourn at 7:55 p.m.

A TRUE COPY

ATTEST:



Colleen Hughes, Clerk