

REGULAR MEETING
MAY 11, 2009

IN CITY COUNCIL
ABSENT:

CONVENED:
ADJOURNED:

1. Minutes, City Council Meeting, April 27, 2009.
2. PUBLIC HEARING: On the Application for Special Permit from Attorney Valeriani, on behalf of Verizon Wireless, to permit, construct, operate and maintain a wireless communications facility at 30 Boundary St.
3. Communication from the Mayor re: proposed FY2010 budget.
4. Communication from the Mayor re: budget transfer request in the amount of \$1,538,617.00 from Undesignated Funds to fund items in the Police Department, Fire Department, DPW, Public Facilities, Information Technology, and Emergency Management.
5. Communication from the Mayor re: budget transfer request in the amount of \$1,506,917.81 from Undesignated Funds to DPW/Snow Removal to cover snow and ice deficits during FY09.
6. Communication from the Mayor re: year-end transfer requests from various departments to balance year-end FY09 accounts.
7. Communication from the Mayor re: year-end interdepartmental transfer requests in the amount of \$24,649.00 from Fringes account to balance various FY09 accounts.
8. Communication from the Mayor re: request to renew a revolving fund for the Public Works Department to utilize income from the sale of material and documents produced through the Geographical Information System (GIS) to be utilized for the maintenance and improvement of the GIS system.
9. Communication from the Mayor re: request to renew Fairmont Hill Revolving Fund for the Public Facilities and Public Works departments to utilize income from telecommunications companies to maintain and improve adjacent property and neighborhood parks.
10. Communication from the Mayor re: request to renew Sligo Water Tank Revolving Fund for the Public Facilities and Public Works departments to utilize income from telecommunications companies to maintain and improve adjacent neighborhood parks and property.
11. Communication from the Mayor re: a Water Conservation Grant in the amount of \$35,000.00 awarded to DPW from the Massachusetts Department of Environmental Protection (DEP) to provide funding for a third party vendor to conduct a city-wide leak detection service.
12. Communication from the City Solicitor re: Special Permit from MetroPCS Massachusetts LLC for 115 Onamog St. in proper form, Order No. 09-1002112B.
13. Application, renew Pool Table (2) licenses, Marlboro Cozy Café, 487A Lincoln St.
14. Application of Tekoa DaSilva, d/b/a Gold Party LLC, for Junk Dealer's license.
15. Central Massachusetts Mosquito Control Project, 2008 Annual Report.
16. Department of Public Utilities, Condensed Financial Return, for Year Ending December 31, 2008.
17. Minutes, Planning Board, March 23 & April 6, 2009.
18. Minutes, Community Development Authority, March 26, 2009
19. Minutes, Traffic Commission, April 28, 2009
20. Minutes, Marlborough High School Council, April 1, 2009
21. CLAIMS:
 - A. 1st Church of Marlborough, 37 High St., Other Property Damage
 - B. Patricia Gorman, 8 Fairview Dr., Southborough, Pothole or Other Road Defect

REPORTS OF COMMITTEES:

22. **ORDERED:** No person shall smoke, ingest, or otherwise use or consume marihuana or tetrahydrocannabinol (as defined in G.L. c. 94C, § 1, as amended) while in or upon any street, sidewalk, public way, footway, passageway, stairs, bridge, park, playground, beach, recreation area, boat landing, public building, schoolhouse, school grounds, cemetery, parking lot, or any area owned by or under the control of the City of Marlborough; or in or upon any bus or other passenger conveyance operated by a common carrier; or in any place accessible to the public. This ordinance may be enforced through any lawful means in law or in equity including, but not limited to, enforcement by criminal indictment or complaint pursuant to G.L. c. 40, § 21, or by noncriminal disposition pursuant to G.L. c. 40, § 21D, by any police officer. The fine for violation of this ordinance shall be three hundred dollars (\$300) for each offense. Any penalty imposed under this ordinance shall be in addition to any civil penalty imposed under G.L. c. 94C § 32L. Submitted by Councilors Ferro & Levy

UNFINISHED BUSINESS:

From Personnel Committee

23. **Order No. 09-1002149A – Communication from the Mayor with appointment of Nancy Savoie to the position of City Planner which expires two years from the date of confirmation.** The committee discussed the position with Nancy Savoie and members of the City Council. There was discussion regarding the temporary appointment of Ms. Savoie which is due to expire and it was discussed and agreed to continue the part-time position until June 30, 2009. There was discussion as to the full time appointment after June 30, 2009 to include a sunset clause that would expire in one year from the date of appointment. **Recommendation of the Personnel Committee is approve the full-time appointment of Nancy Savoie to the position of City Planner with a one year sunset clause 3-0 and to Suspend the Rules on April 27, 2009 to continue the temporary appointment of Nancy Savoie as part-time City Planner until June 30, 2009, 3-0.**

From Legislative and Legal Affairs Committee

24. **Order No. 09-1002124A – Communication from City Council President Vigeant presenting the recodified Marlborough City Code with request to refer the document to the Legislative & Legal Affairs Committee for review and consultation with the City Solicitor as to the process involved to adopt the recodified version.** The Asst. Solicitor detailed the process necessary to adopt the new code and presented an order for Council approval and Certification by the City Clerk. Notice of the ordinance must be advertised ten (10) days before final passage and again after final passage. The new Code book is available in the Clerk's Office for public review. **Recommendation of the Legislative and Legal Affairs Committee is to recommend approval 2-0 and to Suspend the Rules on April 27, 2009 to advertise the City Code Ordinance 2-0. This item will appear on the June 8, 2009 agenda as the advertisement cannot be published in time to comply with the ten day period prior to the May 11, 2009 agenda.**
25. **Order No. 08/09-1002080 – Communication from City Solicitor re: proposed acquisition of sewer pump station located on private property at 728 Donald Lynch Boulevard (Olive Garden Restaurant site) constructed, presently owned and controlled by the Upper River Road LLC.** The DPW Commissioner and City Solicitor explained that UPPER RIVER ROAD, LLC built and owns this sewer pump station which is only accessible across the Olive Garden site owned by Shops at the Pond, LLC. Upper River Road, LLC is transferring ownership of the pump station to the City and Shops at the

Pond, LLC is granting an easement to allow the City access to the site. The committee received final copies of the Bill of Sale and Grant of Easement which have been approved by Upper River Road, LLC and Shops at the Pond, LLC respectively and now require final approval by the City. **Recommendation of the Legislative and Legal Affairs Committee is to recommend approval of the Proposed Acquisition of Sewer Pump Station and Access Easement at 728 Donald Lynch Boulevard 2-0.**

From Finance Committee

26. **Order No. 09-1002158 - Transfer \$10,000.00 from Undesignated Funds to the Public Safety Stabilization Account:** The Finance Committee reviewed the Mayor's letter dated March 19, 2009 requesting the transfer of \$10,000.00 from the Undesignated Funds account to the Public Safety stabilization account. The Finance Committee requested the Chairman ask the Mayor why Genzyme issued the check for the special permit condition and report back to the full council. **Recommendation of the Finance Committee is to approve 5-0.**

27. **Order No. 09-1002170 - Transfer \$75,000.00 from Undesignated Funds account to the Water MR Plant account:** The Finance Committee reviewed the Mayor's letter dated April 1, 2009 requesting the transfer of \$75,000 from the Undesignated Funds account to the Water MR Plant account. The transfer will cover the cost of increasing the capacity of the Millham Water Treatment facility and reducing the city use of MWRA water. The city is able to increase water production due to Lake Williams and Millham Reservoir being at full capacity. **Recommendation of the Finance Committee is to approve 5-0.**

From Wireless Communication Committee:

28. **Order No. 09-1002112B - Application of MetroPCS for a Special Permit to install a telecommunications facility onto an existing water tank located at 115 Onamog St. Recommendation of the Wireless Communication Committee is to recommend approval 2-0 and to Suspend the Rules on April 27, 2009 to refer to City Solicitor to be put in proper form and place item on the May 11, 2009 agenda. Councilor Schafer was absent.**



**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK
Lisa M. Thomas
140 Main St.
Marlborough, MA 01752
(508) 460-3775 FAX (508) 460-3723
APRIL 27, 2009**

Regular meeting of the City Council held on Monday April 27, 2009 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors present: Levy, Ossing, Pope, Vigeant, Delano, Ferro, Schafer, Juairé, Seymour, Clancy and Landers. Meeting adjourned at 9:10 p.m.

ORDERED: Minutes, City Council Meeting, April 6, 2009, **FILE AS AMENDED**; adopted.

ORDERED: That President Vigeant recognized newly Patrol Officers Heather Manning and Soren Levenson, **FILE**; adopted.

ORDERED: That the budget transfer request in the amount of \$29,400.00 which moves funds from Fuel and Lubricants to Rubbish Collection as a result of increased solid waste disposal costs, **REFER TO FINANCE COMMITTEE**; adopted.

FROM:

Acct. # 140014006-54830 \$29,400.00
Fuel and Lubricants

TO:

Acct. # 60086006-52920 \$29,400.00
Rubbish Collection

Suspension of the Rules requested-granted to move item 18, which is a request by President Vigeant to convene an executive session.

ORDERED: At President Vigeant's request to convene an executive session with the Mayor, Solicitor, Labor Counsel, and Comptroller at the regular meeting of April 27, 2009 to discuss potential deficiencies in the Mayor's anticipated FY2010 Municipal Operating Budget as a result of labor negotiations, the City Council moved to **EXECUTIVE SESSION, APPROVED** and returned to open meeting at 8:35 p.m.; adopted.

Yea: 10 – Nay: 1

**Yea: Delano, Ferro, Juairé, Seymour, Clancy, Landers, Ossing, Pope, Vigeant & Levy
Nay: Schafer**

ORDERED: That the budget transfer request in the amount of \$175.00 to move funds from Principal Clerk to Full-time Library Clerk to meet a payroll deficit in the FY09 budget, **APPROVED**; adopted.

ORDERED: That the refund to the City in the amount of \$381,696.08 from the Assabet Valley Regional High School District following a ruling by MA DOR, **FILE**; adopted.

ORDERED: That the Art in Bloom 2009 exhibit at City Hall from 9:00 AM – 5:00 PM Tuesday, April 28th through 3:00 PM on Wednesday, April 29th, **FILE**; adopted.

ORDERED: That the consideration of Mr. David Brumby for the position of Director of Personnel, refer to **PERSONNEL COMMITTEE**; adopted.

Councilor Delano read a disclosure statement which is filed with the City Clerk's office.

ORDERED: That the appointment of William Dunbar to the position of Fort Meadow Commissioner for a term ending May 31, 2012 and Mr. Lee Thomson for reappointment to the Commission for term ending May 31, 2012, **REFER BACK TO THE MAYOR**; adopted.

ORDERED: That the reappointments of Mr. Michael Hogan and Ms. Camille Duridas to the Community Development Authority for three year terms ending April 15, 2012 and June 25, 2012 respectively, refer to **PERSONNEL COMMITTEE**; adopted.

ORDERED: That Agenda #9, Communication from the City Solicitor re: question as to Acting Mayor's Jurisdiction over DPW be moved to item #17, **APPROVED**; adopted.

ORDERED: That the Communication from Hancock Associates re: supplemental materials for Special Permit for Drive-Thru Teller and ATM at 81 Granger Blvd, refer to **URBAN AFFAIRS**; adopted.

Councilor Delano abstained

ORDERED: That the Communication from Department of Public Utilities re: NSTAR Gas Co.'s Condensed Financial Return for Year End December 31, 2008, **FILE**; adopted.

ORDERED: That there being no objection thereto set **MONDAY, JUNE 8, 2009** as date for a **PUBLIC HEARING** on the petition by Petition from National Grid to install 60' of primary ug across Forest St. from P.47 to a hand hole, refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the minutes, Board of Assessors, April 17, 2009, **FILE**; adopted.

ORDERED: That the minutes, Planning Board, March 9, 2009, **FILE**; adopted.

ORDERED: That the minutes, Community Development Authority, February 27, 2009, **FILE**; adopted.

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

- A. Linda B. Martin, 9 Sauta Farm Way, Sudbury, Pothole or Other Road Defect
- B. John Jewett, 65 Hamilton Cir., Residential Mailbox Claim
- C. Thomas Confort, 33 Austin Rd., Sudbury, Pothole or Other Road Defect
- D. DeLuca & Weizenbaum, Ltd, on behalf of Sonja Cobb, 182 West Main St., Wrongful Death
- E. Richard Leighs, 65 Woodland Dr., Pothole or Other Road Defect

Reports of Committees:

Councilor Clancy reported the following out of the Personnel Committee:

Order No. 09-1002149 – Communication from the Mayor with appointment of Nancy Savoie to the position of City Planner which expires two years from the date of confirmation. The committee discussed the position with Nancy Savoie and members of the City Council. There was discussion regarding the temporary appointment of Ms. Savoie which is due to expire and it was discussed and agreed to continue the part-time position until June 30,

2009. There was discussion as to the full time appointment after June 30, 2009 to include a sunset clause that would expire in one year from the date of appointment. **Recommendation of the Personnel Committee is approve the full-time appointment of Nancy Savoie to the full-time position of City Planner with a one year sunset clause 3-0 and to Suspend the Rules to continue the temporary appointment of Nancy Savoie as part-time planner until June 30, 2009, 3-0.**

Councilor Levy reported the following out of the Legislative and Legal Affairs Committee:

Order No. 09-1002124 – Communication from City Council President Vigeant presenting the recodified Marlborough City Code with request to refer the document to the Legislative & Legal Affairs Committee for review and consultation with the City Solicitor as to the process involved to adopt the re-codified version. The Asst. Solicitor detailed the process necessary to adopt the new code and presented an order for Council approval and Certification by the City Clerk. Notice of the ordinance must be advertised ten (10) days before final passage and again after final passage. The new Code book is available in the Clerk's Office for public review. **Recommendation of the Legislative and Legal Affairs Committee is to recommend approval 2-0 and to Suspend the Rules to advertise the City Code Ordinance 2-0. This item will appear on the June 8, 2009 agenda as the advertisement cannot be published in time to comply with the ten day period prior to the May 11, 2009 agenda.**

Order No. 08/09-1002080 – Communication from City Solicitor re: **proposed acquisition of sewer pump station located on private property at 728 Donald Lynch Boulevard (Olive Garden Restaurant site) constructed, presently owned and controlled by the Upper River Road LLC.** The DPW Commissioner and City Solicitor explained that UPPER RIVER ROAD, LLC built and owns this sewer pump station which is only accessible across the Olive Garden site owned by Shops at the Pond, LLC. Upper River Road, LLC is transferring ownership of the pump station to the City and Shops at the Pond, LLC is granting an easement to allow the City access to the site. The committee received final copies of the Bill of Sale and Grant of Easement which have been approved by Upper River Road, LLC and Shops at the Pond, LLC respectively and now require final approval by the City. **Recommendation of the Legislative and Legal Affairs Committee is to recommend approval of the Proposed Acquisition of Sewer Pump Station and Access Easement at 728 Donald Lynch Boulevard 2-0.**

Councilor Ossing reported the following out of the Finance Committee:

Order No. 09-1002158 - Transfer \$10,000.00 from Undesignated Funds to the Public Safety Stabilization Account: The Finance Committee reviewed the Mayor's letter dated March 19, 2009 requesting the transfer of \$10,000.00 from the Undesignated Funds account to the Public Safety stabilization account. The Finance Committee requested the Chairman ask the Mayor why Genzyme issued the check for the special permit condition and report back to the full Council. **Recommendation of the Finance Committee is to approve 5-0.**

Order No. 09-1002170 - Transfer \$75,000.00 from Undesignated Funds account to the Water MR Plant account: The Finance Committee reviewed the Mayor's letter dated April 1, 2009 requesting the transfer of \$75,000 from the Undesignated Funds account to the Water MR Plant account. The transfer will cover the cost of increasing the capacity of the Millham Water Treatment facility and reducing the city use of MWRA water. The city is able to increase water

production due to Lake Williams and Millham Reservoir being at full capacity.
Recommendation of the Finance Committee is to approve 5-0.

Councilor Delano reported the following out of the Wireless Communication Committee:

Order No. 09-1002112A - Application of MetroPCS for a Special Permit to install a telecommunications facility onto an existing water tank located at 115 Onamog St. Recommendation of the Wireless Communication Committee is to recommend approval 2-0 and to Suspend the Rules to refer to City Solicitor to be put in proper form and place item on the May 11, 2009 agenda. Councilor Schafer was absent.

Suspension of Rules requested-granted

ORDERED: That the recommendation to continue the temporary appointment of Nancy Savoie as part-time City Planner until June 30, 2009, **APPROVED**; adopted.

Suspension of the Rules requested – granted to advertise the City Code Ordinance before final passage.

ORDERED:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE 2008 CODE OF THE CITY OF MARLBOROUGH BE ADOPTED, ORDAINED AND ENACTED AS FOLLOWS:

**ARTICLE III
ADOPTION OF 2008 CODE**

1-25. Adoption of Code.

The ordinances and legislation of the City of Marlborough of a general and permanent nature, including the 1986 Code adopted by the City Council of the City of Marlborough on March 23, 1987, as supplemented and republished by General Code Publishers Corp. with chapter reassignments as set forth in the Derivation Table attached hereto and published in said Code, are hereby approved, adopted, ordained and enacted as the "Code of the City of Marlborough," hereinafter known and referred to as the "Code."

1-26. Nonsubstantive changes in previously adopted legislation.

In compiling and preparing the ordinances and 1986 Code for publication as the 2008 Code of the City of Marlborough, no changes in the meaning or intent of such ordinances have been made. Certain grammatical changes and other minor nonsubstantive changes were made in one or more of said pieces of legislation. It is the intention of the City Council that all such changes be adopted as part of the Code as if the ordinances had been previously formally amended to read as such.

1-27. Code supersedes prior ordinances.

This ordinance and the Code shall supersede all other general and permanent ordinances enacted prior to the enactment of this Code, except such ordinances as are hereinafter expressly saved from repeal or continued in force.

1-28. Incorporation of provisions into Code.

The provisions of this ordinance are hereby made Article III of Chapter 1, General Provisions, of the Code of the City of Marlborough, such ordinance to be entitled "Article III, Adoption of 2008 Code," and the sections of this ordinance shall be numbered §§ 1-25 to 1-39, inclusive.

1-29. When effective.

This ordinance shall take effect immediately upon passage and publication according to law.

1-30. Copy of Code on file.

A copy of the Code in loose-leaf form has been filed in the Office of the City Clerk and shall remain there for use and examination by the public until final action is taken on this ordinance; and, if this ordinance shall be adopted, such copy shall be certified to by the Clerk of the City of Marlborough by impressing thereon the seal of the City as provided by law, and such certified copy shall remain on file in the office of the City Clerk to be made available to persons desiring to examine the same during all times while the said Code is in effect.

1-31. Publication; filing.

The Clerk of the City of Marlborough, pursuant to law, shall cause to be published in the manner required, a copy of this adopting ordinance in a newspaper of general circulation in the City. Sufficient copies of the Code shall be maintained in the office of the Clerk for inspection by the public at all times during regular office hours. The enactment and publication of this adopting ordinance, coupled with the availability of copies of the Code for inspection by the public, shall be deemed, held and considered to be due and legal publication of all provisions of the Code for all purposes.

1-32. Amendments to Code.

Any and all additions, amendments or supplements to the Code, when passed and adopted in such form as to indicate the intent of the City Council to make them a part thereof, shall be deemed to be incorporated into such Code so that reference to the Code of the City of Marlborough shall be understood and intended to include such additions, amendments or supplements. Whenever such additions, amendments or supplements to the Code shall be adopted, they shall thereafter be printed and, as provided hereunder, inserted in the loose-leaf book containing the said Code as additions, amendments and supplements thereto.

1-33. Inclusion of new legislation prior to adoption of Code.

All ordinances of a general and permanent nature adopted subsequent to the date given in § 1-39.A and prior to the effective date of this ordinance given in § 1-29 are hereby deemed to be part of the Code and shall, upon being printed, be included therein. Attested copies of all such legislation shall be temporarily placed in the Code until printed supplements are included.

1-34. Code book to be kept up-to-date.

It shall be the duty of the Clerk, or someone authorized and directed by the Clerk, to keep up-to-date the certified copy of the book containing the Code required to be filed in the Clerk's office for the use of the public. All changes in said Code and all ordinances adopted subsequent to the effective date of this codification which shall be adopted specifically as part of the Code shall, when finally adopted, be included therein by reference until such changes or new ordinances are printed as supplements to said Code book, at which time such supplements shall be inserted therein.

1-35. Sale of Code book.

Copies of the Code book containing the Code may be purchased from the Clerk upon the payment of a fee to be set by City Council, which may also arrange for procedures for the periodic supplementation thereof.

1-36. Altering or tampering with Code; penalties for violation.

It shall be unlawful for anyone to improperly change or amend, by additions or deletions, any part or portion of the Code, or to alter or tamper with such Code in any manner whatsoever which will cause the law of the City of Marlborough to be misrepresented thereby. Anyone violating this section of this ordinance shall be subject, upon conviction, to a fine of not more than two hundred dollars (\$200.00).

1-37. Severability.

- A. **Severability of Code provisions.** Each section of the Code, and every part of each section, is an independent section or part of a section, and the holding of any section or a part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.
- B. **Severability of ordinance provisions.** Each section of this ordinance is an independent section, and the holding of any section or part thereof to be unconstitutional, void or ineffective for any cause shall not be deemed to affect the validity or constitutionality of any other sections or parts thereof.

1-38. Repeal of ordinances.

All ordinances or parts of ordinances of a general and permanent nature adopted and in force on the date of the adoption of this ordinance and not contained in the Code are hereby repealed as of the effective date of this adopting ordinance, except as hereinafter provided.

1-39. Ordinances saved from repeal.

The adoption of this Code and the repeal of ordinances provided for in § 1-38 of this ordinance shall not affect the following ordinances, rights, and obligations, which are hereby expressly saved from repeal:

- A. Any ordinance adopted subsequent to December 17, 2007.
- B. Any right or liability established, accrued or incurred under any legislative provision prior to the effective date of this ordinance, or any action or proceeding brought for the enforcement of such right or liability.
- C. Any offense or act committed or done before the effective date of this ordinance in violation of any legislative provision, or any penalty, punishment, or forfeiture which may result therefrom.
- D. Any prosecution, indictment, action, suit or other proceeding pending, or any judgment rendered, prior to the effective date of this ordinance, brought pursuant to any legislative provision.
- E. Any franchise, license, right, easement or privilege heretofore granted or conferred.
- F. Any ordinance providing for the laying out, opening, altering, widening, relocating, straightening, establishing grade, changing name, improvement, acceptance or vacation of any right-of-way, easement, street, road, highway, park or other public place, or any portion thereof.
- G. Any ordinance or resolution appropriating money or transferring funds, promising or guaranteeing the payment of money or authorizing the issuance and delivery of any bond or other instruments or evidence of the City's indebtedness.
- H. Ordinances authorizing the purchase, sale, lease or transfer of property, or any lawful contract or obligation.
- I. The levy or imposition of taxes, assignments or charges.
- J. The dedication of property or approval of preliminary or final subdivision plans.

- K. Any ordinance providing for salaries or compliments.
- L. Any ordinance relative to parking or traffic.

Suspension of the Rules requested - granted

ORDERED: That Council Order No. 07-1001543 **noted below**, which provides for an abbreviated budget authorization format as recommended by the Massachusetts Department of Revenue Financial Review and adopted for FY09 which is due to expire on June 30, 2009 per its "Sunset Clause" provision, be extended for one-year to provide for the continuation of Order No. 07-1001543 through FY10, **DOES NOT CARRY**; adopted.

That the City Council approve the Massachusetts Department of Revenue Financial Review Recommendation for adopting an abbreviated budget authorization format for all departments for the FY08 budget process.

Background: The Mass DOR report recommended that the city adopt the best financial practices by approving the FY08 budget as salary and expenditure line items for each department as opposed to the current practice of approving each line item. Department heads would be able to authorize transfers within their department for expenditure line items only. The Auditor will provide a summary of these transfers each month to the City Council. All salary transfers and transfers between departments would require City Council approval. This is for the FY08 budget only, with the provision of a "**Sunset Clause**" that the City Council will assess the results at the end of FY08 to determine if the practice will continue.

Yea: 5– Nay: 6

Yea: Juaire, Seymour, Clancy, Landers, Ossing

Nay: Delano, Ferro, Schafer, Pope, Vigeant & Levy

Suspension of Rules requested - granted

ORDERED: That the application for Special Permit of MetroPCS for a Special Permit to install a telecommunications facility onto an existing water tank located at 115 Onamog St., refer to **CITY SOLICITOR TO BE PUT IN PROPER FORM FOR MAY 11, 2009 CITY COUNCIL MEETING**; adopted.

ORDERED: That the DPW Commissioner take the following steps in connection with budgetary issues previously discussed by the City Council and in keeping with other municipal departments in the City:

- Prepare the DPW 2010 Operating Budget, to include a three percent reduction from the FY2009 budget, similar to the request made of the School Department;
- Reduce the number of DPW employees by four (4) which is the number of vacant positions in the Commissioner's report, "DPW OPERATIONS REVIEW: FORESTRY, PARKS AND CEMETERIES," delivered to the City Council in October 2008 and discussed with the Operations & Oversight Committee in subsequent hearings;
- Take steps to privatize minimal lawn maintenance functions as discussed with the Operations & Oversight Committee, **RECONSIDERED TO**

PLACE ON APRIL 27, 2009 AGENDA IN ADDITION TO THE CITY SOLICITOR EXPLORE THE POSSIBILITY OF MAYOR STEVENS RELINQUISHING AUTHORITY OVER THE DPW DEPARTMENT TO COUNCIL PRESIDENT VIGEANT WHO WOULD SERVE AS ACTING MAYOR SPECIFIC TO THE DPW DEPARTMENT IN LIGHT OF THE MAYOR'S RECENT DISCLOSURES. FURTHER REQUEST THAT THE CITY SOLICITOR CLARIFY THE PROCEDURES BY WHICH THIS PROCESS WOULD TAKE PLACE.

MOTION TO TABLE UNTIL CITY COUNCIL RECEIVES AN OPINION FROM THE STATE ETHICS COMMISSION; adopted.

ORDERED: That the Public Safety Committee compile information for the review of the Mayor and City Council, utilizing the assistance of the City's Police and Fire Chiefs, to evaluate the necessity through the year 2020 of a public safety substation, to include police, fire, and civil defense services, in the west end of the City. Said report should consider build-out of the industrial park and residential and commercial development along Route 20 west and include cost figures on the construction and manning of a public safety sub-station to service the west end of the City, refer to **PUBLIC SAFETY COMMITTEE FOR EVALUATION.**

MOTION MADE AND ACCEPTED TO AMEND ABOVE ORDER TO FURTHER REQUEST THAT THE PUBLIC SAFETY COMMITTEE STUDY AND EVALUATE THE FUTURE PUBLIC SAFETY PRIORITIES OF THE CITY INCLUDING REVIEW OF POLICE, FIRE, AND CIVIL DEFENSE SERVICES IN TERMS OF PERSONNEL FACILITIES, EQUIPMENT, AND COST ASSOCIATED THEREWITH. SAID EVALUATION SHOULD FURTHER ASSESS CURRENT FACILITIES AND PERSONNEL LEVELS, SALARY AND OVERTIME BUDGETS, AND PLANNED CAPITAL OUTLAYS TO DETERMINE THE EFFECT THAT THESE CURRENT EXPENDITURES WILL HAVE ON FUNDING ANY IDENTIFIED PRIORITIES.

MOTION MADE AND ACCEPTED TO INSERT AFTER "ASSOCIATED THEREWITH" IN THE ABOVE TEXT "AND TO INCLUDE REGIONALIZATION".

ORDERED: That the application of Post Road Used Auto Parts for renewal of Junk Dealer's license, **APPROVED;** adopted.

ORDERED: That the application of Arch Stanton LLC, d/b/a US Gold Network, for Junk Dealer's license, **APPROVED;** adopted.

ORDERED: That the application for a Junk Dealer's License, Nobiano Coelo Rangel, d/b/a/ Silver Games, 259 Boston Post Rd East #10, **DENIED;** adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:10 p.m.



IN CITY COUNCIL

MARCH 23, 2009

Marlborough, Mass.,

ORDERED:

That there being no objection thereto set **MONDAY, May 11, 2009** as date for a **PUBLIC HEARING** on the Application for Special Permit from Attorney Valeriani, on behalf of Verizon Wireless, to permit, construct, operate and maintain a wireless communications facility at 303 Boundary St., be and is herewith refer to **WIRELESS COMMUNICATIONS COMMITTEE AND ADVERTISE.**

ADOPTED

ORDER NO. 09-1002161



Wancy E. Stevens
MAYOR

Karen L. Kirby
EXECUTIVE AIDE

Diane E. Hulper
EXECUTIVE SECRETARY

May 7, 2009

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

Honorable President Vigeant and Councilors:

As the City of Marlborough's Chief Executive Officer, enclosed find my Administration's proposed Fiscal Year 2010 (FY10) budget for your review and appropriation. This budget is representative of the difficult choices governments at every level – federal, state and municipal - must make in order to meet deepening fiscal constraints. In keeping with my Administration's past budgets, this budget balances the need to provide the necessary funding in order to ensure the appropriate delivery of services to our community while balancing the burden those costs impose on our businesses and families.

Because of past strong fiscal management and oversight, along with modest new growth in previous years, the City has fared better than many other cities and towns in the Commonwealth. Despite having grown since FY 07, the City's unused levy capacity may not be enough to offset the widening gap in state aid. Given the continued grim predictions of dwindling revenues for the foreseeable future, the FY 10 budget will prove to be a hurdle that can only be overcome with fiscal restraint, implementation of cost controlling measures and the ongoing cooperation of our employees.

Massachusetts is currently experiencing the greatest tax revenue decline in its history. State leaders, in an attempt to reconcile these dismal revenue receipts, have instituted mid-year reductions to municipal aid. The City's FY 09 State aid was slashed by more than \$600,000 to date and we can expect further cuts before the end of this fiscal year. More ominously, the initial budgets from the Governor and Legislature suggest that the State budget will be balanced on the backs of cities and towns throughout the Commonwealth. Marlborough will not be exempt.

In anticipation of the imminent reductions in local aid, my proposed FY10 budget reflects an overall **budget reduction of 1.63%**. The budget reduction, necessary to preserve the City's financial stability, will be achieved by restructuring departments, not filling job vacancies, performing layoffs and heightening budgetary restraint and awareness within all City Departments. Specifically, the City will not fill the following positions: two (2) police officers; two (2) DPW Laborers; one (1) parking clerk; and half (1/2) of a firefighter full-time equivalent. Additionally, after consultation with Council President Vigeant, the Clerk of Committees position will be eliminated in FY 10.

To balance the budget and to avoid additional layoffs, it is necessary for all components of the City's family – including our employees - to share in common sacrifice to meet the current fiscal crisis.

Accordingly, during upcoming negotiations, I will be asking the unions representing our employees to make sacrifices similar to those experienced by our City's residents in their workplaces.

The School District, as part of their FY 10 budget, slotted \$877,724 to fund salary step increases and salary lane adjustments for school employees. At a time when our citizens are losing their homes and jobs, the City cannot approve two-tiered wage increases. To do so would result in significant layoffs at the School District. Accordingly, pursuant to the authority vested in me by law as the City's Chief Executive Officer, I am eliminating \$877,724 from the School District's budget designated to cover its salary step and salary lane wage liabilities.

I sincerely appreciate the work performed by our teachers and administrators and the benefits our children derive from their efforts. But funding step and lane increases that will directly result in teacher layoffs and increased class sizes is neither fiscally sound nor educationally prudent.

In light of this reduction, I will ask the School Committee to notify the Teachers' Association immediately in order to commence bargaining over this reduction related to step and lane increases. Although there may be legal issues in connection with this budgetary reduction, I am hopeful that the Courts will respect the City's Charter and the executive powers of this office and recognize the fiscal emergency we face as a community. Furthermore, I hope the School District's employees and their bargaining representatives recognize the impact of our national recession, especially when inflation is nonexistent.

There are bright spots to report within the budget. Consistent with this Administration's commitment to its employees, I am extremely pleased to report that the FY10 budget includes a 0% increase in health insurance premiums for FY10. Our stabilized health insurance plan for the last two years, notwithstanding 10% industry increases in health insurance, represents savings for the City and its employees. More importantly, it is an example of the City and its employees working together to solve problems in a tangible and sustainable way.

Finally, we have enhanced efficiencies in our account management. For FY10, individual department's fleet repair and maintenance accounts have been merged under the Department of Public Works. Fleet vehicles requiring specialized maintenance, including police and fire, remain in specific department accounts. This approach is based on proven efficiencies derived through consolidation of fuel accounts in FY09, as well as the consolidation of city-wide utility accounts under the City's Facilities Director in FY08.

I would like to acknowledge the many members of the City staff who have worked long hours to prepare this year's budget. I wish to thank our department heads as well as our financial team including Comptroller, Tom Abel and City Auditor, Diane Smith for their diligence in preparation of the budget for your consideration. Their expertise, advice and counsel have been invaluable.

In addition, attached is a letter from City Solicitor Rider outlining the Massachusetts General Law c. 44, § 32 detailing the forty-five day timetable for Council action on the FY10 Budget, as well as an order authorizing deficit spending in snow and ice accounts for FY10.

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

Sincerely,



Nancy E. Stevens
Mayor



City of Marlborough
Legal Department

140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752
TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610
LEGAL@MARLBOROUGH-MA.GOV

DONALD V. RIDER, JR.
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFF
ASSISTANT CITY SOLICITOR

BEVERLY J. SLEEPER
CHIEF PROCUREMENT OFFICER

KATHERINE M. KIMBER
PARALEGAL

May 6, 2009

Mayor Nancy E. Stevens
City Hall, 4th Floor
Marlborough, MA 01752

RE: City Council's Receipt of Budget

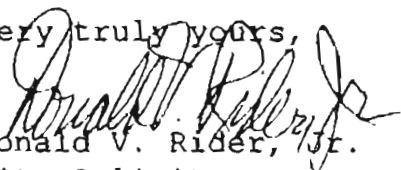
Dear Mayor Stevens:

You have inquired as to how Massachusetts law determines the date of a city council's receipt of a mayor's annual budget.

In pertinent part, Mass. Gen. Laws c. 44, § 32 provides that a city council must take action, whether by approval, reduction or rejection, with respect to any amount recommended in a mayor's annual budget "within forty-five days after the receipt of the budget." Section 32 does not itself define how "the receipt of the budget" is determined, nor has there been occasion for a court to supply that definition. However, a proper reading of § 32 is that a city council receives the annual budget on the date when the mayor submits it to the city clerk on behalf of the city council.

Therefore, if you submit your annual budget to the Marlborough City Clerk, in her capacity as Clerk of the Marlborough City Council, on Thursday, May 7, 2009, that date would be the date of receipt by the Council. In turn, the Council would be required by § 32 to take action within 45 days of May 7, 2009, i.e., on or before June 21, 2009. However, since that date will be a Sunday, Mass. Gen. Laws c. 4, § 9 dictates that the Council's 45-day deadline would be "on the next succeeding business day," i.e., Monday, June 22, 2009.

Very truly yours,


Donald V. Rider, Jr.
City Solicitor

3
1

ORDERED:

That pursuant to Chapter 44, section 31D of the General Laws of the Commonwealth of Massachusetts, which authorizes the City to incur liability and make expenditures for any fiscal year in excess of appropriation for snow and ice removal, the City Council of the City of Marlborough, upon the recommendation of the Mayor, approves expenditures in excess of available appropriation for snow and ice removal for fiscal year 2010.

ADOPTED
In City Council
Order No. 09-

Adopted

Approved by Mayor
Nancy E. Stevens
Date:

A TRUE COPY
ATTEST:



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

Karen H. Kist
EXECUTIVE AIDE

Diane E. Halper
EXECUTIVE SECRETARY

May 7, 2009

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

Honorable President Vigeant and Councilors:

I am submitting for your approval a limited capital appropriation reflective of the current financial climate. I am proposing that rather than include these expenditures in the FY2010 Operating Budget or fund through a bond authorization that we purchase these much need items from existing undesignated funds or "free cash". It is the fiscally prudent approach to purchase these outright rather than incur debt service when funds are available.

I understand the fiscal constraints that we as a City face together. I have developed a capital funding request which includes only those items needed to keep the City moving forward and provide the necessary services our residents need and expect. I am requesting a transfer from Account no. 100-35900 (Undesignated Funds) in the amount of \$1,538,617.00 to fund the following requests:

Police Department:	\$54,000.00
Fire:	\$36,500.00
Department of Public Works:	\$759,200.00
Public Facilities:	\$200,000.00
Information Technology:	\$350,000.00
Emergency Management:	<u>\$138,917.00</u>
TOTAL	\$1,538,617.00

These requests, which are detailed in the attached documents, include: fire turnout gear, police cruisers, DPW equipment, facilities upgrades, technology upgrades as well as an additional public safety frequency. I, as well as the respective Department Heads, will be available to the Finance Committee as well as the full Council during your deliberations to answer any and all questions that may arise.

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

Sincerely,

Nancy E. Stevens
Mayor

CAPITAL OUTLAY

DPW CAPITAL OUTLAY

Dept Request

Mayors Approval

Engineering

CAD Digitizer Mouse/cables	\$ 2,200.00	\$ 2,200.00
Inspection Camera Pole	\$ 8,000.00	\$ 8,000.00
1/2 Ton Pick Up	\$ 30,000.00	\$ 30,000.00
		\$ 40,200.00

Streets

Street Sign Replacement	\$ 64,000.00	\$ 64,000.00
Metal Pipe Locator	\$ 2,000.00	\$ 2,000.00
Portable Generator 2900 Watts	\$ 1,000.00	\$ 1,000.00
Traffic Reflec w/lights	\$ 3,900.00	\$ 3,900.00
28 inch Traffic Reflec Cones	\$ 1,800.00	\$ 1,800.00
35 lbs Break Hammer	\$ 1,300.00	\$ 1,300.00
Jumping Jack Compactor	\$ 2,500.00	\$ 2,500.00
Ford F-250	\$ 30,000.00	\$ 30,000.00
F450 Sander/plow	\$ 63,000.00	\$ 63,000.00
6 Wheeler Dump/sander/plow	\$ 155,000.00	\$ 155,000.00
6 Wheeler Dump/sander/plow	\$ 155,000.00	\$ 155,000.00
Mini Rubber track Excavator	\$ 60,000.00	\$ 60,000.00
		\$ 539,500.00

Fleet Maintenance

Truck 45 Bed Replacement	\$ 10,000.00	\$ 10,000.00
Body Repair Truck 64	\$ 3,000.00	\$ 3,000.00
		\$ 13,000.00

Forestry Parks and Cemetery

Clam Shell Bucket Front End Load	\$ 13,500.00	\$ 13,500.00
	\$ 606,200.00	\$ 606,200.00

Sewer Service Fund

Water

Electric Rodding Machine	\$ 3,000.00	\$ 3,000.00
F 800 Dump truck	\$ 130,000.00	\$ 130,000.00
Rodding Machine	\$ 20,000.00	\$ 20,000.00
		\$ 153,000.00

Total DPW **\$ 759,200.00**

FIRE CAPITAL OUTLAY

Protective Equipment (Turnout)	\$ 36,500.00	\$ 36,500.00
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Police

(2) Marked Cruisers	\$	54,000.00	\$	54,000.00
Facilities				
See Attachment	\$	200,000.00	\$	200,000.00
IS Deptmart See Attachment	\$	350,000.00	\$	350,000.00
Emergency Management Add Emergency Frequency	\$	138,917.00	\$	138,917.00
Total	\$	1,538,617.00	\$	1,538,617.00

4

DEPARTMENT EQUIPMENT

4.

<u>Equipment Number</u>	<u>Description</u>	<u>Replace/New</u>	<u>New Description</u>	<u>Cost</u>	<u>Mile</u>
STREETS					
13	1997 F-250 3/4 Ton Pickup	Replace	F-250 w/4-wheel drive and plow	\$ 30,000	141,
23	1995 F-350 (1-ton) dump w/4-wheel drive and plow	Replace	F-450 (1-ton) w/4-wheel drive, plow and sander	\$ 63,000	110,0
41	1991 Dump sander with plow	Replace	6-Wheeler Dump with sander, plow and wing-plow	\$ 155,000	101,3
42	1993 6-Wheeler Dump with sander, plow and wing-plow	Replace	6-Wheeler Dump with sander, plow and wing-plow	\$ 155,000	66,2
		New	Mini Rubber Track Excavator	\$ 60,000	N/A
			Subtotal	\$ 463,000	
WATER / WASTEWATER					
55	1992 F-800 Dump	Replace	6-Wheeler Dump with sander and plow	\$ 130,000	55,000
		New	Rodding Machine	\$ 20,000	N/A
			Subtotal	\$ 150,000	
ENGINEERING					
84	88 GMC pickup 1/2 ton	Replace	F-150 w/4-wheel drive & plow	\$ 30,000	140,000
			Subtotal	\$ 30,000	
			Total Department Equipment	\$ 643,000	

DEPARTMENT CAPITAL OUTLAY

4

ENGINEERING

CAD Digitizer with Mouse and Cables	\$ 2,200
<i>Updated equipment to produce or reproduce images using the department's computer aided design system</i>	
Inspection Camera Pole	\$ 8,000
<i>A device used to inspect underground utility pipes from above ground through manholes or catch basins</i>	
Subtotal	\$ 10,200

STREETS

Street Sign Replacement	\$ 64,000
<i>Materials includemetal blanks, reflective sheeting, posts, and hardware</i>	
Metal / Pipe Locator	\$ 2,000
<i>Device used to locate underground pipes</i>	
Portable Generator (2,900 Watt)	\$ 1,000
<i>Equipment to provide a portable source of power to run other equipment</i>	
Reflective Barrels w/Lights for Traffic and Safety Control	\$ 3,900
<i>Self-explanatory</i>	
28-inch Reflective Cones for Traffic and Safety Control	\$ 1,800
<i>Self-explanatory</i>	
35 Lbs. Break Hammer	\$ 1,300
<i>Compressor attachment to break through concrete and pavement</i>	
Jumping Jack Compactor	\$ 2,500
<i>Device used to compact surfaces during backfilling operations</i>	
Subtotal	\$ 76,500

FLEET MAINTENANCE

Truck No. 45 Bed Replacement	\$ 10,000
<i>Self explanatory</i>	
Truck No. 64 Body Repair	\$ 3,000
<i>Auto body work on vehicle</i>	
Subtotal	\$ 13,000

FORESTRY, PARKS AND CEMETERIES

Clam Shell Bucket Attachment for Front End Loader	\$ 13,500
<i>Loader attachment to grasp materials for loading or relocation</i>	
Subtotal	\$ 13,500

WATER / WASTEWATER

Electric Rodding Machine	\$ 3,000
<i>Maintenance device used to clear pipe blockages on sewer service connections</i>	
Subtotal	\$ 3,000

Total Department Capital Outlay \$ 116,200

4
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City of Marlborough
Public Facilities Department

John L. Ghiloni, Director
Andrew J. White,
Assistant Director
85 Sawin Street
Marlborough, MA 01752
Phone: 508.460.3521
Fax: 508.460.3565

To: Mayor Nancy E. Stevens
From: John L. Ghiloni *JL*
Date: May 3, 2009
Re: Capital request

I have compiled the following list of equipment needs for the schools:

Emergency Communications Equipment	\$40,000.00
Replacement of clock systems at Kane and Richer	20,000.00
Replacement of custodial equipment	30,000.00
Furniture and fixtures for ECC	30,000.00
Misc. classroom and office furniture	50,000.00
Sound system for Kane and Richer cafeterias	10,000.00
High School library upgrades	<u>20,000.00</u>
TOTAL	\$200,000.00

Please let me know if you need any additional information.



MARK F. LEONARD
Chief of Police

**City of Marlborough
POLICE DEPARTMENT**

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

4

Mayor Stevens,

May 6, 2009

I would like to request \$54,000 in FY2010 to replace two marked cruisers that have reached the end of their useful life for front line service. The cost of a new cruiser is approximately \$27,000, depending on what equipment can be transferred from the old vehicle to the new vehicle.

Should you have any questions regarding this request, please do not hesitate to call.

Sincerely,

Mark F. Leonard
Chief of Police



City of Marlborough
FIRE DEPARTMENT

FY10 CAPITAL EXPENDITURE REQUEST

Personal Protective Equipment (Turnout Gear) \$ 36,500.
(20% replacement of department inventory)

SUMMARY:

Personal Protective Equipment (Turnout Gear)

Personal Protective Equipment as the term implies, protect fire personnel subjected to the elements of heat, fire, hazardous materials, and the like. This protective clothing is the only barrier between the firefighter and the harsh and life-threatening elements they are exposed to while performing their duty.

Because of this repeated exposure, the equipment tends to deteriorate over time and in some instances, rendered unusable after a single incident involving extreme heat or corrosive chemicals. The Department routinely must repair and/or replace worn and defective equipment for the safety and protection of the individual.

Due to the overall cost of maintaining the Department's 77 sets of gear, an annual practice of replacing approximately 20% of the gear over a 5-year cycle has been ongoing to accomplish the task with minimal impact to the budget in any one year.

This process also helps to ensure that personnel are always outfitted with reliable gear meeting current safety standards.

Year 3 Capital Budget Numbers

SCHOOL CAPITAL TECHNOLOGY # Machines CAPITAL FUNDS OTHER

SCHOOL	CAPITAL TECHNOLOGY	# Machines	CAPITAL FUNDS	OTHER
City	Replace end user machines	25	25,000	
Districtwide	Network Upgrades		15,000	
	Replace Switches & Wireless Equipment cycle		10,000	
	Replace Servers	1	30,000	
Jaworek School	Replace end user machines - Classrooms	1		
	Lab Replacement	30	30,000	
Kane School	Replace end user machines - Classrooms			
Richer School	Replace end user machines - Classrooms			
Intermediate Elementary	Replace end user machines - Classrooms			
	SmartBoard Installation			
Middle School	Replace Teacher Machines	100	100,000	
	SmartBoard Installation			
High School	Replace 4 Labs	100	100,000	
	Install Technology Classrooms Projectors		20,000	
DEC	Replace end user machines - Administrative			
DEC	Replace end user machines - Administrative			
ALL Administration	Replace Laptops	10	20,000	
	TOTAL	269	350,000	

4/16

4,



City of Marlborough
Emergency Management

696 CONCORD ROAD
MARLBOROUGH, MASSACHUSETTS 01752-5617
TEL. (508) 481-1933 FACSIMILE (508) 460-3795 TDD (508) 460-3610
CELL (508) 726-1088 PAGER (978) 803-2061

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

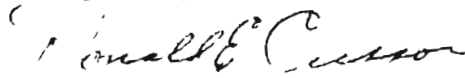
Nancy Stevens, Mayor
140 Main St. City Hall
Marlborough, MA 01752
May 6, 2009

Mayor Stevens and Tom, per our conversation about the New Radio frequency, we (fire and police) have been waiting for years for this additional frequency. We just received it from the FCC last week. We have a year to build the infrastructure from the date of issues. The building and upgrading would consist of the following:

- 1 A new transmitter/ receiver @ Sligo Hill with antenna.
- 2 A new receiver for all of our receiver locations (5):
 - a. Easterly Waste Water Treatment Plant
 - b. New Horizon
 - c. 3 Comm. building
 - d. The Mall Donald Lynch Blvd.
 - e. Marlborough Hospital
- 3. A redundant radio transmitter for Fire 1 and Police 1 @ Marlborough Hospital complete with antenna.
- 4. Re-programming of all Mobil units and all portables to accommodate the new frequency.
- 5. This would also include all up-dates to the three dispatch stations at the Police station.
- 6. The mall the BDA must be sent out to be re-configured.

The total cost for this project would be \$138,916.86 this is all state bid pricing through Motorola. Thank you very much and if there are any questions please feel free to call or email at any time.

Respectfully,


Donald E. Cusson



RECEIVED
MAY 7 2009

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

5
Nancy E. Stevens
MAYOR

Karen L. Kist
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

May 7, 2009

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

Honorable President Vigeant and Councilors:

I am submitting for your approval a transfer in the amount of \$1,506,917.81 from Account No. 100000-35900 (Undesignated Fund) to Account No. 14001206-52960 (DPW/Snow Removal).

This transfer is necessary to cover snow and ice deficits incurred during FY09. Attached herewith are the transfer and a memo from City Auditor, Diane Smith, detailing the current deficit as well as the forthcoming FEMA reimbursement for damages incurred during the December 2008 ice storm.

The requested transfer amount represents the current snow and ice deficit of \$1,770,126.49 minus the reimbursement amount of \$263,208.68.

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

Sincerely,

Nancy E. Stevens
Mayor



CITY OF MARLBOROUGH

Office of the City Auditor

140 Main St.

Marlborough, MA 01752

May 6, 2009

MEMORANDUM

TO: Mayor Nancy E. Stevens

FROM: Diane Smith, City Auditor

RE: December 2008 Ice Storm and Snow and Ice Removal Expenditures

The FEMA/MEMA Joint Field Office is working with the City and specifically Don Cusson and Tom Temple to identify storm-related recovery projects that are eligible for federal reimbursement by FEMA as a result of the Presidential Public Assistance Disaster Declaration resulting from the December 2008 ice storm.

FEMA will reimburse applicants for 75% of the cost of approved projects. Applicants will be required to certify the remaining 25% cost of approved projects. The City of Marlborough has charged many expenditures relating to the December 2008 ice storm to the Snow and Ice Budget.

When all documents and required forms are signed and returned, then MEMA will begin processing payments. The City will be required to certify that it already has or will have contributed a 25% non-federal share of the project costs. Also, in order to validate completion of approved projects, MEMA will retain 10% of the federal reimbursement for each project that is not completed at the time of contract execution. The retainage will be issued to the City upon certification of project completion.

MEMA will make every effort to reimburse the City in the current fiscal year, whenever possible. If at the end of the fiscal year, the City has not received the reimbursement; but has applied for the reimbursement. The reimbursement will be accrued and the expenditures from the Snow & Ice Budget transferred to a Special Revenue Fund as instructed from the Department of Revenue.

As of today, Don Cusson has signed off on ten project requests that total \$350,944.90. The City is responsible for 25% or \$87,736.22 and will be reimbursed 75% or \$263,208.68. This reimbursement will reduce the Snow and Ice Budget deficit balance from (\$1,770,126.49) to (\$1,506,917.81).

Please contact this office if you should have any further questions regarding this information.

CC: Thomas Abel, Comptroller/Treasurer



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

Karen L. Kisty
EXECUTIVE AIDE

Diane E. Halper
EXECUTIVE SECRETARY

May 6, 2009

Arthur G. Vigeant, President
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

Attached please find year-end transfer requests from various departments. These intra-department transfers are necessary to balance year-end FY09 accounts.

Transfer in the amount of \$8,000.00 from Account No. 11920003-50560 (Custodian) to Account No. 11920001-50385 (Electrician)

Transfer in the amount of \$700.00 from Account No. 12410004-53150 (Advertising) to Account No. 12410001-50380 (Electrical Inspector)

Transfer in the amount of \$3,200.00 from Account No. 1241006-57100 (In-state Travel) to Account No. 12410001-50380 (Electrical Inspector)

Transfer in the amount of \$4,018.00 from Account No. 12410004-53180 (Professional & Technical Services) to Account No. 12410002-50770 (Senior Clerk)

Transfer in the amount of \$2,150.00 from Account No. 14001503-50740 (Equipment Operator) to Account No. 14001002-50770 (Senior Clerk)

Transfer in the amount of \$200.00 from Account No. 14001301-50660 (Assistant City Engineer- Streets) to Account No. 14001505-54220 (Office Supply/Expense- FP & C)

Transfer in the amount of \$900.00 from Account No. 14001503-50740 (Equipment operators- FP & C) to Account No. 14001505-54610 (General Materials- FP & C)

Transfer in the amount of \$400.00 from Account No. 14001503-50740 (Equipment operators- FP & C) to Account No. 14001505-54680 (Cemetery Supplies- FP & C)

60
Transfer in the amount of \$7,200.00 from Account No. 14001503-50740 (Equipment operators- FP & C) to Account No. 14001505-54680 (Stump Removal- FP & C)

Transfer in the amount of \$9,900.00 from Account No. 14001301-50660 (Assistant City Engineer- Streets) to Account No. 14001403-51240 (Temp. Part-time- Repair)

Transfer in the amount of \$4,000.00 from Account No. 14001301-50660 (Assistant City Engineer- Streets) to Account No. 14001503-51241(Temp. Help- Downtown- FP &C)

Transfer in the amount of \$1,400.00 from Account No. 14001301-50660 (Assistant City Engineer- Streets) to Account No. 14001504-53810 (Insect & Pest Control- FP & C)

Transfer in the amount of \$6,600.00 from Account No. 14001503-50740 (Equipment Operators- FP &C) to Account No. 14001306-52600 (Traffic & Fld light- Streets)

Transfer in the amount of \$10,000.00 from Account No. 14001301-50660 (Assistant City Engineer- Streets) to Account No. 14001305-55440 (Drainage Maintenance- Streets)

Transfer in the amount of \$1,000.00 from Account No. 14001301-50660 (Assistant City Engineer- Streets) to Account No. 14001306-55500 (Stream Maintenance- Streets)

Transfer in the amount of \$240.00 from Account No. 14001301-50660 (Assistant City Engineer- Streets) to Account No. 14001303-51240 (Temp. Part-time- Streets)

Transfer in the amount of \$12,146.00 from Account No. 14001501-50690 (Foreman- FP & C) to Account No. 14001303-51310 (Overtime- Regular- Streets)

Transfer in the amount of \$10,000.00 from Account No. 14001301-50660 (Assistant City Engineer- Streets) to Account No. 14001305-55310 (Highway Constr. Materials- Streets)

Transfer in the amount of \$16,000.00 from Account No. 61090001-50460 (Meter Reader) to Account No. 61090006-52322 (Water Marlboro Plant)

Transfer in the amount of \$24,100.00 from Account No. 61090001-50740 (Equipment Operator) to Account No. 61090006-52322 (Water Marlboro Plant)

6

Transfer in the amount of \$7.86 moving funds from Account No. 14001003-51920 (Sick Leave Buy Back) to Account No. 14001003-51430 (Longevity)

Transfer in the amount of \$1,000.00 from Account No. 12100003-51920 (Sick Leave Buy Back) to Account No. 12100003-51195 (Detention Attendant)

Transfer details are attached for your review.

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

Sincerely,



Nancy E. Stevens
Mayor

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Public Facilities

FISCAL YEAR: 2009

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$24,948.87	\$8,000.00	11920003	50560	Custodian	\$8,000.00	11920001	50385	Electrician	\$912.55
	Reason: Employee out on workers comp							O.T. was charged to salary account	
	Reason:								
	Reason:								
	Reason:								
	Reason:								
	Reason:								

Dept Head signature: 

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Inspectional Services	FISCAL YEAR: 2009		TO ACCOUNT:	
FROM ACCOUNT:	Org Code	Object	Account Description:	Available Balance
Amount	12410004	53150	Advertising	\$700.00
Reason:	No additional advertising needed for balance of year			
\$3,200.00	12410006	57100	Instate Travel	\$3,200.00
Reason:	Excess instate travels funds			
\$4,018.00	12410004	53180	Professional & Tech Services	\$4,018.00
Reason:	Curtailed need for outside inspection help			
Reason:	_____			
Reason:	_____			
Reason:	_____			

TO ACCOUNT:	Org Code	Object	Account Description:	Available Balance
	12410001	50380	Electrical Inspector	\$2,299.00
	To fund projected "per inspection" cost			
	12410001	50380	Electrical Inspector	\$2,299.00
	To fund projected "per inspection" cost			
	12410002	50770	Senior Clerk	\$16,407.00
	Shortage due to 4% increase not calculated in FY09			

Dept Head signature: 

CITY OF MARLBOROUGH
-- BUDGET TRANSFERS --

DEPT: Public Works

FISCAL YEAR: 2009

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$193,723	\$2,150.00	14001503	50740	Equipment Operator	\$2,150.00	14001002	50770	Senior Clerk	\$3,598

Reason: Funds available due unfilled vacant positions.

Reason: Department requested insufficient funds for this account.

Reason:

Reason:

Reason:

Department Head signature:

Date: 5-May-09

**CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST**

DEPT: Public Works DATE: 3/26/2009 FY: 09

Available Balance	\$ 56,150.56	Amount	\$ 200.00	Reason:	Funding available due to vacancy between appointments.	FROM ACCOUNT:	TO ACCOUNT:	Available Balance
						Org Code	Object	Account Description:
						14001301	50660	Assistant City Engineer (Streets)
						14001505	54220	Office Supply/Expens. (FP & C)
								\$ 84.10

Available Balance	\$ 237,801.15	Amount	\$ 900.00	Reason:	Money available due to vacancies	FROM ACCOUNT:	TO ACCOUNT:	Available Balance
						Org Code	Object	Account Description:
						14001503	50740	Equipment Operators (FP & C)
						14001505	54610	General Materials (FP & C)
								\$ 1,145.90

Available Balance	\$ 237,801.15	Amount	\$ 400.00	Reason:	Money available due to vacancies	FROM ACCOUNT:	TO ACCOUNT:	Available Balance
						Org Code	Object	Account Description:
						14001503	50740	Equipment Operators (FP & C)
						14001505	54680	Cemetery Supplies (FP & C)
								\$ 366.25

Available Balance	\$ 237,801.15	Amount	\$ 7,200.00	Reason:	Money available due to vacancies	FROM ACCOUNT:	TO ACCOUNT:	Available Balance
						Org Code	Object	Account Description:
						14001503	50740	Equipment Operators (FP & C)
						14001505	54680	Stamp Removal (FP & C)
								\$ 31.89

Additional funding needed due to remove stumps remaining from ice storm 12/12/08 & 12/13/08

Department Head Signature: [Signature] 4/8/09

Mayor Signature: _____

16

**CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST**

DEPT: Public Works & Cemeteries DATE: 3/26/2009 FY: 09
 FROM ACCOUNT: TO ACCOUNT:

Available Balance	\$ 56,150.56	Amount	\$ 9,900.00
		Reason:	
		Org Code	14001301
		Object	50660
		Account Description:	Assistant City Engineer (Streets)
		Org Code	14001403
		Object	51240
		Account Description:	Temp. Part-time (Repair)
		Temp. Part-time	\$ 6,643.25
		Available Balance	\$ 6,643.25

Reason: Funding available due to vacancy between appointments.

Amount	\$ 4,000.00	Amount	\$ 0.00
Reason:		Org Code	14001503
Org Code	14001301	Object	51241
Object	50660	Account Description:	Temp Help-Downtown (FP & C)
Account Description:	Assistant City Engineer (Streets)	Temp Help-Downtown	\$ 0.00
Org Code	14001503	Account Description:	
Object	51241	Temp Help-Downtown	\$ 0.00
Account Description:	Assistant City Engineer (Streets)	Account Description:	
Temp. Part-time	\$ 6,643.25	Temp. Part-time	\$ 6,643.25

Reason: Funding available due to vacancy between appointments.
anticipate 2 summer help students at \$10/hr. x 40 hrs. x 5 weeks=\$4000

Amount	\$ 1,400.00	Amount	\$ 73.58
Reason:		Org Code	14001504
Org Code	14001301	Object	53810
Object	50660	Account Description:	Insect & Pest Control (FP & C)
Account Description:	Assistant City Engineer (Streets)	Account Description:	
Temp. Part-time	\$ 6,643.25	Temp. Part-time	\$ 6,643.25

Reason: Funding available due to vacancy between appointments.
Anticipated cost to complete necessary work remaining in FY 09

Department Head Signature: [Signature]
 Mayor Signature: _____

CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST

DEPT: Public Works DATE: 3/26/2009 FY: 09

Available Balance \$ 237,801.15

Amount \$ 6,600.00

FROM ACCOUNT:

Org Code	Object	Account Description:	Org Code	Object	Account Description:	Available Balance
14001503	50740	Equipment Operators (FP & C)	14001306	52600	Traffic & Fld light (Streets)	\$ 104.99
Funding available due to vacancies.						
Estimated additional funding needs based on accounting history.						

Amount \$ 10,000.00

Reason: Funding available due to vacancy between appointments.

Org Code	Object	Account Description:	Org Code	Object	Account Description:
14001301	50660	Assistant City Engineer (Streets)	14001305	55440	Drainage Maintenance (Streets)
Additional funds needed as a result of damage caused by significant rainfall events earlier in the year.					

Amount \$ 1,000.00

Reason: Funding available due to vacancy between appointments.

Org Code	Object	Account Description:	Org Code	Object	Account Description:
14001301	50660	Assistant City Engineer (Streets)	14001306	55500	Stream Maintenance (Streets)
Anticipated work needed off Concord Road (conservation land)					

Department Head Signature: [Signature]

Mayor Signature: _____

CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST

DEPT: Public Works DATE: 4/1/2009 FY: 09

Available Balance \$ 56,150.56

FROM ACCOUNT:

Amount	Org Code	Object	Account Description:	Org Code	Object	Account Description:	Available Balance
\$ 240.00	14001301	50660	Assistant City Engineer (Streets)	14001303	51240	Temp. Part-time (Streets)	\$ 1,760.00
Reason:	Funding available due to vacancy between appointments.						Anticipated one summer help student at \$10/hr. x 40 hrs/week x 5 weeks = \$ 2,000

Amount \$ 12,146.00

Reason:

Org Code	Object	Account Description:	Org Code	Object	Account Description:
14001501	50690	Foreman (FP & C)	14001303	51310	Overtime-Regular (Streets)
Funding available due to death of Forestry Foreman.					

Historically 231 hours of overtime is needed to respond to emergencies between April and the end of June for this item.

Amount \$ 10,000.00

Reason:

Org Code	Object	Account Description:	Org Code	Object	Account Description:
14001301	50660	Assistant City Engineer (Streets)	14001305	55310	Highway Constr. Mater. (Streets)
Funding available due to vacancy between appointments.					

Additional funds needed as a result of damage caused by significant rainfall events earlier in the year.

Department Head Signature: [Signature]

Mayor Signature: _____

CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST

DEPT: Public Works DATE: 4/8/2009 FY: 09

Available Balance	\$ 16,016.00	Amount	\$ 16,000.00
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TO ACCOUNT:

FROM ACCOUNT:

Org Code	61090006	Object	52322	Account Description:	Water Marlboro Plant	Available Balance	\$ 0.00
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Funds needed to produce excess water at Millham WTP and thereby reduce next year's MWRA water cost increase.

Available Balance	\$ 133,442.50	Amount	\$ 24,100.00
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Equipment Operator

61090001 50740

Funds needed to produce excess water at Millham WTP and thereby reduce next year's MWRA water cost increase.

Available Balance	\$ 72.46	Amount	\$ 7.86
-------------------	----------	--------	---------

Sick Leave Buy Back

14001003 51920

Funds needed to cover small shortfall.

Department Head Signature: [Signature] 4/16/09

Mayor Signature: _____

CITY OF MARLBOROUGH
BUDGET TRANSFERS --
4-May-09

FY: 2010

DATE:

Police

DEPT:

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$1,103	\$1,000.00	12100003	51920	Sick Leave Buy Back	\$1,000.00	12100003	51195	Detention Attendant	\$991
	Reason:	Will have surplus funds in sick leave buy-back account, due to estimated costs being slightly higher than actual costs; Will need extra funds in detention attendant's account due to high demand for matron's services this year.							
	Reason:								
	Reason:								
	Reason:								
	Reason:								
	Reason:								
	Reason:								

Dept Head signature:



Mayor signature:



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

71
Nancy E. Stevens
MAYOR

Karen L. Kisty
EXECUTIVE AIDE

Diane E. Halper
EXECUTIVE SECRETARY

May 6, 2009

Arthur G. Vigeant, President
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

Attached herewith are year-end inter-department transfer requests necessary to balance FY09 accounts. A total transfer in the amount of \$24,649.00 from Account No. 11990006-515 (Fringes) is divided into the following accounts:

- \$7,000.00 to Account No. 11520001-50530 (Director of Personnel)
- \$45.00 to Account No. 11550001-50210 (IT/Sr. System Analyst)
- \$5,000.00 to Account No. 15430006-57710 (Veterans Benefits)
- \$12,109.00 to Account No. 13001303-51920 (DPW/Street/SLBB)
- \$495.00 to Account No. 14001303-51430 (DPW/Street/Longevity)
- \$24,649.00 Total Transfers from Fringes

Transfer details are attached for your review.

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

Sincerely,

Nancy E. Stevens
Mayor

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Various

FISCAL YEAR: 2009

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$126,446.34	\$24,649.00	11990006	51500	Fringes	\$7,000.00	11520001	50530	Director of Personnel	\$2,713.23
	Reason:							Vacation buyout of resigned Director	
					\$45.00	11550001	50210	IT/Sr System Analyst	\$8,918.38
	Reason:							Original budget short \$45	
					\$5,000.00	15430006	57710	Veterans Benefits	\$4,975.00
	Reason:							Additional cases eligible for benefits	
					\$12,109.00	14001303	51920	DPW/Street/SLBB	-\$12,108.16
	Reason:							Employee retirement	
					\$495.00	14001303	51430	DPW/Street/Longevity	-\$494.67
	Reason:							Employee retirement	



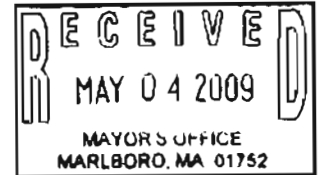
13

CITY OF MARLBOROUGH VETERANS' SERVICES DEPARTMENT

255 Main St. Room 107
Marlborough, MA 01752
Facsimile (508) 460-3733 Tel (508) 460-3782

Gary Brown
Director

TO: MAYOR NANCY STEVENS DATE: APRIL 30, 2009
FROM: GARY BROWN, VETERANS' AGENT
RE: BUDGET



Dear Ms. Stevens:

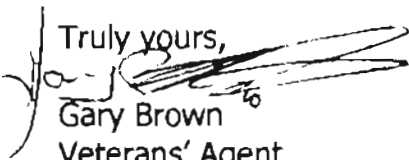
On the 20th of February I requested a supplemental appropriation of \$7,500 for the Veterans' Benefits line item. At that time I had average monthly benefits expenditures of about \$6,600.

Since that time I have had additional cases that are eligible for benefits. The \$7,500 proved insufficient to meet the need for the current demand.

The May expenditures (appropriated in April) are \$7,609. I expect June to be about the same. There is now \$4,975 in the benefits line item. This is \$2,634 less than needed even if all remains the same as this month.

Therefore, I request an additional \$5,000 appropriation for the Veterans' benefits line item. This will cover the projected shortfall and a small contingency amount as backup.

Truly yours,


Gary Brown
Veterans' Agent
City of Marlborough

cc: Tom Abel, Comptroller
Diane Smith, Auditor

MUNIS FINANCIAL MANAGEMENT SOLUTIONS
WELCOME TO THE NEIGHBORHOOD

04/29/2009 16:44
csmith

CITY OF MARLBOROUGH
BUDGET REPORT

AS OF APRIL 29, 2009

PG 1
glyctdbud

FOR 2009 99

ACCOUNTS FOR:
100 GENERAL FUND

	ORIGINAL APPROP	TRANSFRS/ADJUSTMS	REVISED BUDGET	YTD EXPENDED	ENC/RBQ	AVAILABLE BUDGET	PCT USED
5430 VETERANS' SERVICES							
0000							
15430001 50080 VETERANS DIRECTOR	45,397	.00	45,397.00	38,412.88	.00	6,984.12	84.6%
15430005 54220 OFFICE SUPPLY/EXPENS	75	.00	75.00	75.00	.00	.00	100.0%
15430006 52560 VEHICLE REPAIR & MAI	500	.00	500.00	.00	.00	500.00	.0%
15430006 52750 VETERANS SERVICES	10,000	.00	10,000.00	8,000.00	2,000.00	.00	100.0%
15430006 57100 INSTATE TRAVEL	500	.00	500.00	60.00	.00	440.00	12.0%
15430006 57340 DUES & SUBSCRIPTIONS	100	.00	100.00	83.00	.00	17.00	83.0%
15430006 57710 VETERANS' BENEFITS	75,000	7,609.00	82,609.00	77,633.23	.00	4,975.77	94.0%
15430006 57780 CARE SOLDIERS & SAIL	300	.00	300.00	150.00	.00	150.00	50.0%
TOTAL	131,872	7,609.00	139,481.00	124,414.11	2,000.00	13,066.89	90.6%
TOTAL VETERANS' SERVICES	131,872	7,609.00	139,481.00	124,414.11	2,000.00	13,066.89	90.6%
TOTAL GENERAL FUND	131,872	7,609.00	139,481.00	124,414.11	2,000.00	13,066.89	90.6%
TOTAL EXPENSES	131,872	7,609.00	139,481.00	124,414.11	2,000.00	13,066.89	90.6%

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City of Marlborough

Office of the Mayor

140 Main Street

Marlborough, Massachusetts 01752

City Clerk (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610

81
Nancy E. Stevens
MAYOR

Karen A. Kistly
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

May 7, 2009

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

RE: Renewal of the GIS Revolving Fund

Honorable President Vigeant and Councilors:

Last year your body re-authorized a revolving fund for the Public Works Department to utilize income from the sale of material and documents produced through the Geographical Information System (GIS) to be utilized for the maintenance and improvement of the GIS system.

Tonight I am asking you to renew that revolving fund. As you are aware, revolving funds contain more controls and safeguards than those imposed on regular accounts, including annual reauthorization, statutory caps and limits on annual expenditures.

To be effective in fiscal year 2010, state law generally requires approval before the new fiscal year begins. The enclosed order, if approved, will accomplish that goal and is submitted to you for your consideration.

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

Sincerely,

Nancy E. Stevens
Mayor

Enclosure

cc: Public Works Commissioner, GIS Administrator, Solicitor

82

ORDERED:

That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does hereby re-authorize a revolving fund during fiscal year 2010 for Geographical Information System (GIS) purposes to be administered by the Department of Public Works. It is further ordered that:

(a) departmental receipts credited to the fund shall be limited to payments and fees due the City from those who purchase data and related copy-written material that has been created by the City of Marlborough Geographical Information System, unless otherwise directed by the General Laws; and

(b) that expenditures from said fund shall be limited to the maintenance, improvement and related expenses for the maintenance and improvement of the City of Marlborough Geographical Information System; and

(c) that the Commissioner of Public Works shall be the only officer authorized to approve expenditures from the fund; and

(d) no more than \$10,000.00 shall be expended during fiscal year 2010, unless otherwise authorized by the City Council and Mayor; and

(e) the Commissioner of Public Works shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and

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

ADOPTED
In City Council
Order No.09-
Adopted

Approved by Mayor
Nancy E. Stevens
Date:

A TRUE COPY
ATTEST:

83

May 7, 2009

Memorandum

To: Mayor Nancy E. Stevens,

From: Ron LaFreniere,
Commissioner of Public Works

Re: Revolving Accounts; Fairmount Hill and GIS

Pursuant to the provisions of Council Order No. 02-9653 and Council Order No. 04-100541A, be advised that the revolving accounts established by these orders had income and expenditures to each as shown below.

Fairmount Hill

Balance as of July 1, 2008:	\$150,198.12
Funds received between July 1, 2008 and May 6, 2009:	\$41,102.79
Funds expended between July 1, 2008 and May 6, 2009:	(\$52,007.85)
Funds encumbered as of May 6, 2009	(\$69,192.15)
Balance as of May 6, 2009:	<u>\$70,100.91</u>

Geographic Information System (GIS)

Balance of July 1, 2008:	\$4,082.01
Funds received between July 1, 2008 and May 6, 2009:	\$575.00
Funds expended between July 1, 2008 and May 6, 2009:	\$0.00
Balance:	<u>\$4,657.01</u>

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Department of Public Works
Revolving Account Summary

May 7, 2009

Fairmount Hill

As noted on the first sheet of this report, funds in the amount of \$121,200.00 were spent/encumbered out of the Fairmount Hill revolving account to partially fund the installation of a new retaining wall within Ward Park where it abuts Liberty Street. This work, along with a new sidewalk and guardrail on a portion of Liberty Street, is nearing completion.

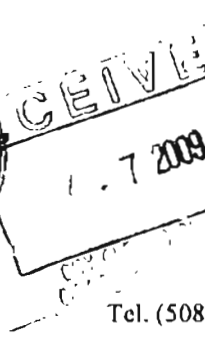
Receipts in the amount of \$41,102.79 came from the city's lease with Sprint to maintain telecommunication facilities on our water tank at Fairmount Hill.

GIS

Receipts in the amount of \$575.00 were credited to the GIS revolving account and to date, no expenditures during FY09 have been made against it.

Should you require further information regarding these funds please do not hesitate to contact me.

Cc: Karen Boule
Krista Holmi
Doran Crouse
Tom Cullen
Tom Temple
Nat Bowen



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

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Nancy E. Stevens
MAYOR

Karen A. Kist
EXECUTIVE AIDE

Diane E. Halper
EXECUTIVE SECRETARY

May 7, 2009

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

RE: Renewal of Fairmount Hill Revolving Fund

Honorable President Vigeant and Councilors:

Since 1996, your body has re-authorized revolving funds for the Public Facilities and Public Works departments to utilize income from telecommunications companies to maintain and improve adjacent property and neighborhood parks.

One of those funds relates to the income from Sprint PCS for its equipment on the water tank atop Fairmount Hill. The fund helps maintain and improve neighboring parks, especially Ward Park. All revolving funds contain more controls and safeguards than those imposed on regular accounts, including annual reauthorization, statutory caps and limits on annual expenditures.

To be effective in fiscal year 2010, state law generally requires approval before the new fiscal year begins. The enclosed order, if approved, will accomplish that goal and is submitted to you for your consideration.

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

Sincerely,

Nancy E. Stevens
Mayor

Enclosure

cc: Public Works Commissioner, Solicitor

ORDERED:

That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does hereby re-authorize a revolving fund during fiscal year 2010 for parks and playground improvement purposes to be administered through the Department of Public Works. It is further ordered that:

(a) departmental receipts credited to the fund shall be limited to lease payments and fees due the City from owners of antennae and related telecommunications equipment located on Fairmount Hill; and

(b) that expenditures from said fund shall be limited to the maintenance and improvement of neighborhood parks and playgrounds, and that priority for such expenditures shall, through fiscal year 2010, be utilized for the maintenance and improvement of Artemus Ward Park; and

(c) that the Commissioner of Public Works shall be the only officer authorized to approve expenditures from the fund; and

(d) no more than \$100,000.00 shall be expended during fiscal year 2010, unless otherwise authorized by the City Council and Mayor; and

(e) the Commissioner of Public Works shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and

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

ADOPTED
In City Council
Order No.09-

Adopted

Approved by Mayor
Nancy E. Stevens
Date:

A TRUE COPY
ATTEST:

93

May 7, 2009

Memorandum

To: Mayor Nancy E. Stevens,

From: Ron LaFreniere,
Commissioner of Public Works

Re: Revolving Accounts; Fairmount Hill and GIS

Pursuant to the provisions of Council Order No. 02-9653 and Council Order No. 04-100541A, be advised that the revolving accounts established by these orders had income and expenditures to each as shown below.

Fairmount Hill

Balance as of July 1, 2008:	\$150,198.12
Funds received between July 1, 2008 and May 6, 2009:	\$41,102.79
Funds expended between July 1, 2008 and May 6, 2009:	(\$52,007.85)
Funds encumbered as of May 6, 2009	(\$69,192.15)
Balance as of May 6, 2009:	<u>\$70,100.91</u>

Geographic Information System (GIS)

Balance of July 1, 2008:	\$4,082.01
Funds received between July 1, 2008 and May 6, 2009:	\$575.00
Funds expended between July 1, 2008 and May 6, 2009:	\$0.00
Balance:	<u>\$4,657.01</u>

94

Department of Public Works
Revolving Account Summary

May 7, 2009

Fairmount Hill

As noted on the first sheet of this report, funds in the amount of \$121,200.00 were spent/encumbered out of the Fairmount Hill revolving account to partially fund the installation of a new retaining wall within Ward Park where it abuts Liberty Street. This work, along with a new sidewalk and guardrail on a portion of Liberty Street, is nearing completion.

Receipts in the amount of \$41,102.79 came from the city's lease with Sprint to maintain telecommunication facilities on our water tank at Fairmount Hill.

GIS

Receipts in the amount of \$575.00 were credited to the GIS revolving account and to date, no expenditures during FY09 have been made against it.

Should you require further information regarding these funds please do not hesitate to contact me.

Cc: Karen Boule
Krista Holmi
Doran Crouse
Tom Cullen
Tom Temple
Nat Bowen



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

10
Nancy E. Stevens
MAYOR

Karen L. Kist
EXECUTIVE AIDE

Diane E. Halper
EXECUTIVE SECRETARY

May 7, 2009

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

RE: Renewal of the Sligo Water Tank Revolving Fund

Honorable President Vigeant and Councilors:

Since 1996, your body has authorized revolving funds for the Public Facilities and Public Works departments to utilize income from telecommunications companies to maintain and improve adjacent neighborhood parks and property.

At the request of Ward Councilor Juaire, I am submitting for your approval the renewal of the revolving fund for the Sligo site off Arnold Street. Revolving funds contain more controls and safeguards than those imposed on regular accounts, including annual reauthorization, statutory caps and limits on annual expenditures.

To be effective in Fiscal Year 2010, state law generally requires approval before the new fiscal year begins. The enclosed order, if approved, will accomplish that goal and is submitted to you for your consideration.

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

Sincerely,

Nancy E. Stevens
Mayor

Enclosure

cc: Public Facilities Director, Solicitor

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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 2010, re-authorize the revolving fund utilized by the Public Facilities Department. It is further ordered that:

(a) departmental receipts credited to the fund shall be limited to lease payments and fees due the City from owners of antennae and related telecommunications equipment on property that is maintained by, or assigned or transferred to be maintained by, the Public Facilities Department, unless otherwise directed by the General Laws; and

(b) that expenditures from said fund shall be limited to the maintenance and related expenses for Sligo Hill and Stevens Park; and

(c) that the Director of Public Facilities shall be the only officer authorized to approve expenditures from the same; and

(d) no more than three hundred thousand dollars shall be expended during Fiscal Year 2010, unless otherwise authorized by the City Council and Mayor; and

(e) the Director of Public Facilities shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and

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

ADOPTED
In City Council
Order No.09-
Adopted

Approved by Mayor
Nancy E. Stevens
Date:

A TRUE COPY
ATTEST:

103



City of Marlborough
Public Facilities Department

John L. Ghiloni, Director
Andrew J. White,
Assistant Director
85 Sawin Street
Marlborough, MA 01752
Phone: (508) 460-3521
Fax: (508) 460-3565

To: Mayor Nancy E. Stevens

From: John L. Ghiloni *JL*

Date: May 5, 2009

Re: Sligo Revolving Account

The income and expenditures of the Sligo account are as follows:

Balance as of 7/1/2008:	\$531,664.00	
Revenue	<u>41,149.65</u>	\$572,813.65
Funds expended between 7/1/2008 And 5/5/2009		<u>59,105.22</u>
Balance 5/5/2009		\$513,708.43



City of Marlborough
Office of the Mayor

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

Nancy E. Stevens
MAYOR

Karen H. Kist
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

May 6, 2009

Arthur G. Vigeant, President
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

The Department of Public Works has been awarded a Water Conservation Grant from the Massachusetts Department of Environmental Protection (DEP) in the amount of \$35,000. This DEP grant provides funding for a third-party vendor to conduct a city-wide leak detection service utilizing specialized equipment capable of detecting minor water leaks. The Department of Public Works will provide in-kind services up to \$12,250 to repair identified leaks.

The grant also includes provisions to conduct a Water Audit allowing the City to reconcile the difference between the volume of drinking water produced with the volume billed, which is in accordance with DEP Program Guideline Standards.

As outlined in MGL, Chapter 44, Section 53A, I am recommending that the City Council approve the expenditure of these funds for the purposes outlined. I respectfully request your approval this evening.

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

Sincerely,

Nancy E. Stevens
Mayor

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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

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

May 6, 2009

Re: Water Conservation Grant

Mayor,

The City has been awarded a Water Conservation Grant from the Massachusetts DEP in the amount of \$35,000. The grant will provide funding for a third-party vendor, Woodard & Curran, to conduct a city-wide leak detection service using a sophisticated electronic device (correlator) capable of detecting minor water leaks. The grant also includes provisions to conduct a Water Audit that will balance the volume of drinking water produced with the volume billed and to account for the difference (lost water) in accordance with DEP Program Guideline Standards. The Department of Public Works will provide in-kind services up to the value of \$12,250 to repair the leaks identified through the leak detection process.

I request that this grant be submitted to the City Council for approval so we can move forward with final execution and start the project.

Please feel free to contact me if you have any questions on this submittal.

Respectfully submitted,

Ronald M. LaFreniere
Commissioner
Public Works

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**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Public Works DATE: May 5, 2009

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Assistant DPW Commissioner, Doran Crouse

NAME OF GRANT: Water Conservation Grant

GRANTOR: Massachusetts Department of Environmental Protection

GRANT AMOUNT: \$35,000.00

GRANT PERIOD: From grant authorization to 6/30/2011

SCOPE OF GRANT/
ITEMS FUNDED The grant consists of the performance of a City-Wide Leak Detection program and Water Audit. The leak detection portion consists of a city-wide system monitoring for leaks using a correlator, which is a sophisticated electronic device capable of detecting minor water leaks, and repairing. The second part of the grant consists of a water audit that will balance the volume of drinking water produced with the volume billed and account for the remaining water (lost water) in accordance with DEP Program Guidance Standards.

IS A POSITION BEING
CREATED: No

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

ARE MATCHING CITY
FUNDS REQUIRED? Yes

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:
In-kind services of \$12,250 for labor to repair identified leaks.

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

ANY OTHER EXPOSURE TO CITY?
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: Yes, although there is no deadline for approval,
the DEP is anxious to award in order to preserve funds.

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

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the Executive Office for Administration and Finance (ANE), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For instructions and hyperlinks (italics), please view this form at: www.mass.gov/osc under Guidance For Vendors - Forms or at www.mass.gov/osd under OSD Forms.

→ <u>Contractor Legal Name</u> (and d/b/a): City of Marlborough → <u>Legal Address</u> (from W-9): 140 Main Street, Marlborough, MA 01752 → <u>Payment Remittance Address</u> (from W-9): → <u>Contract Manager</u> : Nancy E. Stevens	<u>Department MMARS Alpha Code and Name</u> : EQE DEPARTMENT OF ENVIRONMENTAL PROTECTION <u>Business Mailing Address</u> : 627 MAIN STREET, 2 ND FLOOR, WORCESTER, MA 01608 <u>Billing Address</u> (if different): <u>Contract Manager</u> : EDITH BLACKNEY
→ <u>E-Mail Address</u> : → Phone: 508-624-6910	→ <u>E-Mail Address</u> : EDITH.BLACKNEY@state.ma.us Phone: 508 - 767-2860
→ Fax: 508-624-7699 → TTY:	Fax: 508-791-4131 TTY:
→ <u>State of Incorporation</u> (if a corporation) or "NA": → <u>Vendor Code</u> : VC6000192111	<u>MMARS Doc ID(s)</u> : CT EQE <u>RFR/Procurement or Other ID Number</u> (if applicable): Water Conservation BRP 2007-04
<u>MMARS Object Code</u> :	<u>Account(s) Funding Contract</u> :
<u>X</u> NEW CONTRACT	<u> </u> CONTRACT AMENDMENT/RENEWAL
<u>COMPENSATION</u> (Check only one): <input checked="" type="checkbox"/> <u>Total Maximum Obligation</u> of this Contract \$35,000 <input type="checkbox"/> <u>Rate Contract</u> (Attach details of rate(s) units and any calculations): The following COMMONWEALTH TERMS AND CONDITIONS for this Contract has been executed and filed with CTR (Check only one): <input type="checkbox"/> Commonwealth Terms And Conditions <input type="checkbox"/> Commonwealth Terms And Conditions For Human And Social Services <u>PROCUREMENT OR EXCEPTION TYPE</u> (Check one option only): <input type="checkbox"/> Single Department Procurement/Single Department User Contract <input type="checkbox"/> Single Department Procurement/Multiple Department User Contract <input type="checkbox"/> Multiple Department Procurement/Limited Department User Contract <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Grant (as defined by <u>815 CMR 2.00</u>) <input type="checkbox"/> Emergency Contract (attach justification) <input type="checkbox"/> Contract Employee (Complete <u>Employment Status Form</u>) <input type="checkbox"/> Collective Purchase (attach OSD approval) <input type="checkbox"/> Legislative/Legal Exemption (attach authorizing language) <input type="checkbox"/> Other (Specify and attach documentation): <u>ANTICIPATED START DATE</u> : <u>March 31, 2009</u> , (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.) <u>CONTRACT END DATE</u> : <u>June 30, 2011</u>	ENTER <u>CURRENT CONTRACT START and END DATES</u> (prior to amendment) Current Start Date, <u> </u> Current End <u>COMPENSATION</u> : (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.) <input type="checkbox"/> NO Compensation Change (Skip to "OTHER" section below and select change) <input type="checkbox"/> Redistribute Budget Line Items (No Maximum Obligation Change) <input type="checkbox"/> Maximum Obligation Change. a) <u>Current Total Contract Maximum Obligation</u> : (Total Contract Maximum Obligation, including all prior amendments). b) <u>Amendment Amount</u> ("+" or "-"): c) NEW TOTAL CONTRACT MAXIMUM OBLIGATION : <input type="checkbox"/> Rate Changes to Rate Contract <u>OTHER</u> : (Check option, explain under "Brief Description" below, and attach documentation.) <input type="checkbox"/> Amend Duration Only (No Compensation or Performance Change) <input type="checkbox"/> Amend Scope of Services/Performance Only (no budget impact.) <input type="checkbox"/> Interim Contract (Temporary Extension to complete new Procurement) <input type="checkbox"/> Other: (Describe Details and Attach documentation): <u>ANTICIPATED START DATE</u> : _____, (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.) <u>NEW CONTRACT END DATE</u> : _____
→ <u>PROMPT PAYMENT DISCOUNTS</u> : Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See <u>Prompt Payment Discount Policy</u> : <input type="checkbox"/> % Within 10 Days <input type="checkbox"/> % Within 15 Days <input type="checkbox"/> % Within 20 Days <input type="checkbox"/> % Within 30 Days OR, Check off the following if: <input type="checkbox"/> Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)	
<u>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT</u> (Reference to attachments is insufficient): The City of Marlborough will conduct a comprehensive program to identify and reduce unaccounted for water loss from their drinking water system. Project # 2008-15/WCG.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached <u>Contractor Certifications</u> , and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osc under <u>Guidance For Vendors - Forms</u> or at www.mass.gov/osd under <u>OSD Forms</u> , the terms of the attached <u>Instructions</u> , the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only): 1. <input checked="" type="checkbox"/> the Contractor has NOT incurred any obligations triggering a payment obligation for dates <u>prior</u> to the <u>Effective Date</u> of this Contract or Amendment; OR 2. <input type="checkbox"/> any obligations incurred by the Contractor <u>prior</u> to the <u>Effective Date</u> of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.	
<u>AUTHORIZING SIGNATURE FOR THE CONTRACTOR</u> : → X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) → Print Name: Nancy E. Stevens → Print Title: Mayor	<u>AUTHORIZING SIGNATURE FOR THE DEPARTMENT</u> : X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: BAWA WAVEZWA Print Title: ASSISTANT DEPUTY COMMISSIONER

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



INSTRUCTIONS

The following instructions to the *Standard Contract Form* are provided to assist both Contractors and Commonwealth Departments with the interpretation and completion of the *Standard Contract Form*. These instructions, including policies, procedures and legal references, are incorporated by reference into the *Standard Contract Form*. The *Standard Contract Form* is the boilerplate contract used by the Commonwealth for commodity and service Contracts, Grants and any other agreements for which another standard boilerplate is not already prescribed by statute, regulation or policy.

The *Standard Contract Form* is not a stand alone contract document but is used as the key document that incorporates the various documents that make up a Commonwealth Contract, which include in the hierarchy of precedence: (1) the applicable *Commonwealth Terms and Conditions* or the *Commonwealth Terms and Conditions for Human and Social Services* (T&C) (2) this Standard Contract Form, (3) a Request for Response (RFR), other procurement solicitation document, or procurement exception supporting documentation, (4) the Contractor's response to the RFR or other solicitation, or scope of performance and budget for procurement exceptions, and (5) any other non-conflicting negotiated terms and conditions and attachments. Departments may not sign Vendor Contracts but may attach copies of the Contracts, with appropriate redaction of conflicting terms. A Contractor may not condition execution of the Standard Contract Form or the applicable T&C on the Department's signing the Contractor's contract or other contractual form, invoice, or other documents with additional or conflicting contractual terms. Any of these attached terms or documents shall be superseded by the documents in the order of precedence listed above.

Note: Any changes to the official printed language of this form shall be void. This form is designed to have data electronically added, rather than manually completed and table boxes will expand to accommodate text that is required to be added. Departments and Contractors may not alter the format or add fields to the form. The Department and a Contractor may negotiate by attachment, any additional language which clarifies their understanding of, but does not change, the language of the applicable *Commonwealth Terms and Conditions* and this *Standard Contract Form*. Clarifications may fill in the gaps and "spell-out" the understanding of the Department and the Contractor regarding their respective contract responsibilities. Clarifications may not be used to have the effect of negating, modifying, or replacing language in the applicable *Commonwealth Terms and Conditions* or this *Standard Contract Form*. For example, the following are acceptable additional terms: prior written notice periods, types of reports and timing of submission, details of delivery or acceptance of performance, records storage requirements, identifying what items are considered "deliverables" and what items are "contractor materials" that are already copyrighted or owned prior to the Contract, and are being used to complete performance. Ownership can not be conveyed after performance if the Commonwealth has paid for development of a deliverable with just compensation.

Contract Should be Sent and Reviewed Electronically. The *Standard Contract Form* is designed to be used electronically and should be reviewed by Contractors online to ensure access to hyperlinked references. Departments completing the *Standard Contract Form* for execution should enter the information electronically and send the form electronically to the Contractor to ensure timely completion and execution.

Links to policies, procedures and legal references. Text that appears italicized and underlined in the *Standard Contract Form* indicates a "hyperlink" that will link you to an Internet or bookmarked site for the particular reference being cited. Pressing the "Alt" and "F9" keys while in the Microsoft® Word version of this document will display the full text of hyperlinks which can be copied and pasted or typed into your Internet browser address field if you can not connect directly to the Internet by clicking on a hyperlink. Hyperlinks to legal requirements such as statutes and regulations are links to unofficial versions of these documents. While reasonable efforts have been made to assure the accuracy of the data provided, Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited in this document. Instructions and hyperlinks may be added or changed without notice, so please periodically check this document at: www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osc under *QSD Forms* for updates.

A Department is **NOT** responsible for providing a paper copy of the *Standard Contract Form* instructions to Bidders or Contractors. The *Standard Contract Form* instructions are incorporated by reference into the *Standard Contract Form* and do not have to be filed with the completed Contract documents. Departments and Contractors are responsible for reviewing the *Standard Contract Form* electronically online including the instructions and hyperlinks.

Contractor Name (and d/b/a): Enter the full legal name of the Contractor's business as it appears on the Contractor's W-9 Form and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, both the legal name and the "d/b/a" name must appear in this section. Changes to the Contractor's Legal Name without a *major structural change* (such as a merger or consolidation) will require an updated W-9 and Commonwealth Terms and Conditions signed by an Authorized Signatory of the Contractor and filed with CTR. The Department should update the Contract and attachments either at the time of the name change, or when the Contract is next amended. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Contractor's Vendor Code.

Contractor Legal Address: Enter the Legal Address of the Contractor which matches the W-9 filed for this Contractor where all tax reporting forms will be sent. This address must match the legal address the Contractor has on file with the Internal Revenue Service (IRS) and the Department of Revenue (DOR) and must match the 1099 information for the Vendor Code listed for this Contract. Updates to the Legal Address without a *major structural change* to the Contractor (such as a buyout, merger, or other change) requires an updated W-9 from an Authorized Signatory of the Contractor, but does not require other contract document changes. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Master and Legal Addresses for the Contractor's Vendor Code.

Contractor Payment Remittance Address: Also enter the "Remittance Address" if payments are to be mailed to a separate mailing address, which must match the remittance address on the W-9 submitted by the Contractor. Unless otherwise specified in the Contract, legal notice sent or received by the Contractor's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract. Updates to the Remittance Addresses require an updated W-9 from an Authorized Signatory of the

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



Contractor, but do not require other contract document changes. The Department is required to make the necessary changes using a VCM for the VCUST table to update the Master and Legal Addresses for the Contractor's Vendor Code.

- **Contractor Major Structural Change.** The Contractor is required to provide the Department with a minimum of 45 days written advance notice of any planned or potential structural change (merger, buyout, acquisition, consolidation). Contract performance may not be automatically assigned to the new entity (since the underlying procurement may be affected) and the Contractor may be required to negotiate continued performance and execute a Contractor Change in Identity Form in lieu of a **Standard Contract Form**. See the Amendments, Suspensions, and Termination Policy for additional information.

Contractor Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior approval of the Department. Notice of a change of Contract Manager may be sent in writing by letter, e-mail, or fax to the Department Contract Manager and does not require a formal Amendment. If the Contract is listed on Comm-PASS, the Contract Manager should be listed in the Vendor Section.

Contractor Phone/Fax/TTY/E-Mail Address: Identify the phone, fax and TTY/TTD number(s) and electronic mail (e-mail) address of the Contract Manager. The Contractor is required to ensure that this information is kept current to ensure that the Department can contact the Contractor and provide any notice under the Contract. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract. Notice of a Change of this information may be sent in writing, by e-mail or fax to the Department Contract Manager and does not require a formal Amendment. If the Contract is listed on Comm-PASS, the Contract Manager Information should be listed in the Vendor Section.

State of Incorporation: If Contractor is a corporation, enter the state in which the Contractor is incorporated. If the Contractor is not a corporation enter "N/A".

Contractor Vendor Code: Enter the state accounting system Vendor Code (also known as the Vendor Customer Number) assigned by the Commonwealth. If a Vendor Code has not been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department must ensure that the Contractor's Vendor Code matches the Vendor Code created on the state accounting system MMARS VCUST table. If the Contractor has a Vendor Code with multiple payment remittance addresses (see the MMARS VEND file), the Department must verify the correct Vendor Code with the Contractor to ensure timely and properly directed payments. See Vendor/Customer Policy. The Contractor's failure to verify the correct Vendor Code will waive the Department's liability for late payment interest for payments sent to the incorrect remittance address. A change in Vendor Code is usually considered a significant Contract Amendment (unless the change involves no major structural change and the underlying procurement is not affected). Changes in Vendor Codes which result in change of Contractors are restricted (see major structural change).

MMARS Object Code: MMARS is the Massachusetts Management and Accounting Reporting System. This field is entered by the Department and should identify the MMARS Object Code(s) from the Expenditure Classification Handbook that represent the type of expenditures for this Contract, and is used to match with the MMARS encumbrance transaction. The object code may be changed by the Department without a formal amendment.

Department MMARS Alpha Code and Name: Enter the MMARS Department Alpha code assigned to this Department and the full legal Department name, which must be a Department recognized in the MMARS state accounting system with a three (3) letter MMARS Code. A Division within a recognized MMARS Department may not sign contracts or make other obligations, but must have contracts and other obligations signed under the Department recognized in MMARS.

Department Contract Manager: Identify the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an authorized signatory or, at a minimum, an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing contract issues. Notice of a proposed change of a Contract Manager may be sent in writing by letter, e-mail or fax to the Contractor's Contract Manager (with confirmation of actual receipt) and does not require a formal Amendment.

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

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

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

MMARS Document ID: Enter the state accounting system (MMARS) encumbrance transaction number associated with this Contract. The same **MMARS Document ID** should be used as a reference number on all transactions, documentation or other correspondence related to the Contract for audit, Quality Assurance and Records Management purposes. This information can be entered after the Contract is executed. If more than one ID has been used for this Contract or Amendment, identify all that apply. **This information must be completed for all contracts and amendments.** For Statewide Contracts, OSD may enter the Comm-PASS ID in addition to the MMARS doc id.

Request for Response (RFR)/Procurement Reference number or other Contract Identifier. Enter the reference number of the RFR or other Procurement Number for this Contract or Amendment (even if you are using an RFR that was issued by another Department). If the RFR was posted on Comm-PASS, use RFR Reference Number as posted. If an RFR was not used, enter Contract No. or other reference number. If none, indicate "N/A". This information is necessary for Audit, Quality Assurance and Records Management purposes.

Account(s) Funding Contract: Enter the account(s) funding the Contract. This information can be entered after the Contract is executed. If more than one ID has been used for this Contract or Amendment, identify all that apply. **This information must be completed for all contracts and amendments.**



COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

Funding accounts may change during the life of Contract. Please note that accounts with earmark language that provide a procurement exception may not be replaced in whole or in part with a different funding account (that does not have earmarked or procurement exception language) unless a procurement process or exception is supported under the new funding account. Earmark or procurement exception authorization in one account is not transferable to another funding source.

CONTRACT TYPE: The Department must select one of two options to indicate whether this is a **'NEW CONTRACT'** or a **'CONTRACT AMENDMENT/RENEWAL'** and complete the "Left" side only for New Contracts, and the "Right" side only for Contract Amendments/Renewals.

FOR NEW CONTRACTS (left side):

COMPENSATION: Identify if the Contract has a **Maximum Obligation** or is a **Rate Contract**:

- **Maximum Obligation.** A maximum obligation is used for either unit-based or project-based compensation when performance (commodity, service, grant, etc.) is predictable and measurable and a maximum amount of funds will be set aside for the Contract.
 - The amount entered in this space must be fully encumbered by the Department for the duration of the Contract (including "out years" for multi-year contracts) according to the **Effective Date**, and any settled obligations that are included.
 - Any fiscal year in which Contract Terms will still be effective, but no compensation will be paid, must also be reflected in MMARS to ensure that the total duration of the Contract is included.
 - The attached budget or cost information must match the Contract Maximum Obligation (or as amended) and the MMARS transaction.
- **Rate Contract.** A Rate Contract is used when the rate per unit of performance (e.g., commodity or service) is known but the number of units that will be needed during the Contract period is unknown or may vary based upon need or usage. Rate Contracts are also used when there are multiple Contractors available to provide performance and it is unknown which Contractors will be selected at any given time to provide performance. If the Rate Contract is signed solely with one Contractor, the Department must encumber sufficient funds on behalf the Contractor to support the anticipated use of the Contract. If the Rate Contract is signed with multiple Contractors that may or may not provide performance during the Contract period, the Department must encumber sufficient funds to support the anticipated use of the Contract. The encumbrances may be "vendor specific" with one encumbrance per Contractor, or may be done through a Departmental Master Agreement (MA) or a *CT with Event Type 51* ("open order") if not tied to a Departmental MA (where funds are not encumbered on behalf of any single Contractor). Attach rates and types of unit (per hour, day, week, item, etc.) including any supporting documentation for rates. If rates are to be negotiated, attach a description of the process, index or schedule that will be used to negotiate the rates. Rate Contracts with negotiated rates should identify a range of rates or a cap in rates and may not be used for open-ended arrangements but are appropriate for lists of pre-qualified contractors and certain Statewide Contracts for which rates are negotiated on a per project, program, task or work order basis depending upon the performance required.

Commonwealth Terms and Conditions That Apply To This Contract: Check either "Commonwealth Terms and Conditions" or "Commonwealth Terms and Conditions for Human and Social Services", whichever is applicable to the Contract performance. (See *Expenditure Classification Handbook* for assistance in determining applicable Commonwealth Terms and Conditions). The applicable "T&C" is signed only once by the Contractor and filed by the initial contracting Department with the *Office of the Comptroller (CTR)* and is recorded on the VCUST table on the "Business Type" screen. The signed and filed Commonwealth Terms and Conditions will be incorporated by reference and apply to any contract, Grant or other agreement entered into by the Contractor and any Commonwealth Department. Therefore, Contractors do not have to re-sign the applicable T&C for subsequent procurements or contracts, unless the Contractor has a legal name change, or a *major structural change*.

Departments are required to verify that the T&C is executed by an *Authorized Signatory* of the Contractor. The applicable T&C must be on file at CTR PRIOR to submitting this Contract for encumbrance processing at either CTR or OSD, or if the Department has transaction delegation, prior to processing the encumbrance in MMARS. A Department must check the MMARS VCUST under the "Business Type" tab to determine if the Contractor has already signed the applicable Commonwealth Terms and Conditions and should not request additional copies if already filed. Contractors may submit photocopies of a previously signed T&C if so requested. Additional original T&Cs should not be retained by a Department, but must be sent to the Office of the Comptroller Payee Unit to be maintained on file to ensure that CTR and the VCUST table reflect the most recent documents.

If the Contractor does not have the applicable Commonwealth Terms and Conditions on file and recorded on the MMARS VCUST table, the Department must complete a VCM on MMARS and then mail the completed Commonwealth Terms and Conditions to CTR's Payee Unit. Changes to the Contractor's identity during the period of the Contract require an updated W-9 and execution of another Commonwealth Terms and Conditions reflecting the new information. See Guidelines for Material Changes in Contractor Identity under *Amendments, Suspensions, and Termination Policy*. For more information on Vendor Code requirements see *Vendor File* Policy.

Procurement or Exception Type: Check the appropriate type of procurement or exception for this Contract. Only one option can be selected.

- **Commodity or Service Contracts.** If the Contract is for the procurement of commodities or services, the Department must indicate if the Contract was procured as a "Single Department Procurement/Single Department User Contract"; "Single Department Procurement/Multiple Department User Contract"; "Multiple Department Procurement/Limited Department User Contract"; or a "Statewide Contract (Only for use by OSD or an OSD-designated Department)". See *Commodities and Services Policy* and *Use of a Procurement by a Single or Multiple Departments* for more information and documentation requirements for these options.
- **Grants.** If the Contract is being used for the award of a Grant, the Department must check "Grant". Grants are governed by *815 CMR 2.00* and *State Grants and Federal Subgrants Policy*. See *"Required Standard Contract Form Contents"* below for additional information.
- **Competitive Procurement Exception.** If the Contract did not result from a competitive procurement, the Department must check off the appropriate exception: "Emergency Contract"; "Contract Employee"; "Collective Purchase approved by OSD"; a "Legislative/Legal Exemption" or "Other" (and specify procurement exception). Documentation proving the exception and a justification memorandum identifying how the Contractor was selected and why the selection represents best value, must also be attached. See *"Required Standard Contract Form Contents"* below for additional

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



information. Please note that the "Interim Contract" competitive procurement exception is only available for Contract Amendments/Renewals (right side of form; see below).

Anticipated Start and End Dates: See *Effective Date, Anticipated Start Date and End Date* below.

FOR CONTRACT AMENDMENT/RENEWAL (right side):

There are no automatic Contract Renewals and both parties must execute an Amendment for a Contract Renewal. Any "material" change in the Contract terms must also be memorialized in an Amendment even if the Maximum Obligation or a corresponding MMARS transaction is not needed to support the change. "Material" changes are any significant change to the performance obligations of a Contractor or the performance expectations of the Department (such as any change in duration or maximum obligation). Minor adjustments to the scope and budget that do not materially impact the maximum obligation or performance responsibilities of the Contractor, or do not materially change the performance expectations of the Department do not require a formal Amendment, but it is presumed that the terms of performance (scope) and costs (budget) will be updated as part of the Contract file, unless already identified under the Contract. See *Amendments, Suspensions, and Termination Policy* for further guidelines on Amendments and Options to Renew.

The parties may negotiate a change in any element of contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response. Provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response, it is negotiable.

CURRENT CONTRACT START AND END DATES: Enter the "Current Start Date" and the Current End Date" for the Contract prior to the Amendment. This information is necessary to validate the MMARS transaction that is being changed and to ensure that the dates of performance are accurate for the entire duration of the Contract. This information can be obtained from the original contract form, or if previously amended from the Amendment Form.

COMPENSATION: Check either "No Compensation Change"; "Redistribute Budget Line Items"; "Maximum Obligation" or "Rate change".

- **No Compensation Change**, should only be selected if there is no change to the compensation under the Contract, including Maximum Obligation, Line-item redistribution or Rates. Then Skip to "Other" and identify the type of Amendment being made and attach documentation for change.
- **Budget Line Items Redistribution (No Maximum Obligation Change)**. Identify any changes in budget line items that move funding around within current Maximum Obligation and procurement parameters. Attach amended performance and budget terms to support redistribution.
- **Maximum Obligation Change**. (Check off this section and complete if Maximum Obligation is increasing or decreasing.)
 - a) Enter Current Total Contract Maximum Obligation (prior to Amendment/Renewal reflecting all prior amendments).
 - b) Enter the Amendment/Renewal Amount (indicate whether increase or decrease by including "+" or "-" respectively before the amount). (MMARS transaction must match this amount.)
 - c) Enter **New** Total Contract Maximum Obligation, which must equal the Current Total Contract Maximum Obligation plus ("+") or minus ("-") the Amendment/Renewal amount. (MMARS transaction must match this amount.)
 - d) **Note: Carry over funds**. Multi-year contracts in which encumbered amounts in any fiscal year that remain unexpended at the close of the fiscal year are NOT automatically available for compensation for Contractor performance in subsequent fiscal years unless so authorized by the Department. For operating accounts, unexpended balances revert at the close of the fiscal year and are not available for subsequent fiscal year obligations. Unexpended, encumbered amounts in continuing accounts (federal, trust, capital) will balance forward obligation ceilings for these amounts in MMARS. The Department is responsible for reconciling performance and expenditures in each fiscal year and authorizing use of carry over amounts for performance in the subsequent fiscal year(s) either as part of amendments to the scope and budget of the Contract, and underlying MMARS transactions, or as part of the original Contract performance terms and budget.
- **Rate Changes to Rate Contract**. (Check off this section if Rates are being changed. Attach rate changes.)

OTHER (Check off Change and attach all supporting documentation):

- **Amend Duration Only (No Compensation Change)**: Check off this section only if duration is being changed with no changes to compensation or performance. This option is commonly used to extend the date for completion of performance with no additional compensation.
- **Amend Scope of Services/Performance Only** (no budget impact): Attach detailed description of changes to Scope or performance.
- **Interim Contract**: Check off this section for a temporary extension (Interim Contract) of a current Contract in order to accommodate the completion of a new procurement.
- **Other**: (Describe Details of the other type of amendment and attach documentation)

Payments and Prompt Pay Discounts. Payments under this Contract or Amendment are made in accordance with the applicable Commonwealth Terms and Conditions and the Commonwealth *Bill Paying Policy*.

- **Electronic Funds Transfer (EFT)**. If the Contractor does not yet receive payments electronically, the Contractor should complete the *Authorization for EFT Payments Form*. In addition to sending the remittance information to the Contractor's financial institution with the payment, CTR's *MassFinance/Vendor Web site* allows Contractors access to their remittance information, payment history and pending payments under their Vendor Code (listed above).
- **Legal Payment Date**. An invoice/obligation is considered legally paid based upon the Payment Issue date recorded in the state accounting system (MMARS) which will be when the payment is issued by the Commonwealth via EFT (Electronic Funds Transfer) when issuance file is transmitted to the bank or, for checks, when the check is sent to the U.S. Post Office by the State Treasurer's Office. The issuance date is the relevant date for Prompt Payment Discounts. (See *Prompt Pay Discount Policy*.) Under the applicable Commonwealth Terms and Conditions, pursuant to *G.L. c. 29, s. 26, s. 27 and s. 29*, obligations may not be incurred unless there are sufficient appropriated or non-appropriated funds available and allotted to support the obligations.
- **Intercept**. All payments due to the Contractor shall be subject to intercept pursuant to *G.L. c. 7A, s. 3* and *815 CMR 9.00*. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Offset shall include

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intercept of other funds paid to the Contractor from other state Departments. The Contractor may not penalize any state Department or assess late fees, or cancel a Contract or other services if funds are intercepted due to outstanding taxes, child support, or other overdue debts of the Contractor.

- **Prompt Payment Discounts:** This section of the Contract/Amendment is used to identify prompt payment discounts that the Contractor has agreed to provide if the Contractor is issued payment in less than the standard payment cycle of 30 days via EFT. (See Commonwealth Bill Paying Policy and Prompt Pay Discount Policy). Prompt Payment Discounts are of greatest benefit to both the Commonwealth and the Contractor if the Contractor accepts payments through EFT. If the Contractor does not yet receive payments electronically, the Contractor should complete the Authorization for EFT Payments Form. Prompt Payment Discounts should be negotiated for commodity and service contracts. If an Amendment is being executed, the current Prompt Payment Discounts should be re-entered and verified as current or new Prompt Payment Discounts should be entered if more beneficial to the Commonwealth. Check off the box if the Contractor has demonstrated a hardship from providing PPD or the Contract is for a grant, other financial assistance or other non-commodity or service that would not normally identify PPDs.
- **Invoices:** Invoices must be submitted in accordance with the terms of the Contract and the Bill Paying Policy. Final invoices in any fiscal year must be submitted no later than August 15th for performance made and received (goods delivered, services completed) prior to June 30th, in order to make payment for that performance prior to the close of the fiscal year and reversion of appropriated funds. By signing this Contract or Amendment the Contractor agrees that if the Contractor fails to provide timely final invoices for final payments by August 15th, the Department may make payment based upon the terms and prices of the Contract for the goods or services that are accepted by the Department, and the Contractor's acceptance of payment shall release the Commonwealth from further claims for payment. If the Contractor disputes the final payment and refuses payment, available funds may revert and may be delayed significantly until funds are available to make payment once the dispute is resolved, and the Department will not be subject to late payment interest for this delay.
- **Pandemic, Disaster or Emergency Performance:** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Contractor agrees the Department may request performance changes related to the Contract, or may negotiate additional performance from the Contractor to address the emergency needs of the Commonwealth (subject to appropriation), even if not contemplated under the original Contract. Departments will receive guidance on allowable or mandated emergency actions in the event of an emergency.

Brief Description of Contract Performance: Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract or the reason for the Contract or Amendment. The description is used to specifically identify the Contract performance, match the Contract with attachments, and determine if the appropriate expenditure code (as listed in the Expenditure Classification Handbook) has been selected. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient. The Department may include any additional information in this section to identify unique or important information related to this Contract or the Contractor.

Effective Date, Anticipated Start Date And End Date

- The "Effective Date" of the Contract or Amendment is determined by the execution dates of the Contract and any required approvals as outlined in Section 1 of the applicable Commonwealth Terms and Conditions. For contracts exceeding the MMARS transaction delegation threshold that are routed through workflow to CTR and OSD may have the dates corrected in the state accounting system (MMARS) to reflect the legal Contract Effective Date, as appropriate.
 - For Contracts using the Commonwealth Terms and Conditions, "the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later."
 - For Human and Social Service Contracts using the Commonwealth Terms and Conditions for Human and Social Services, "the effective start date of a Contract shall be the later of: the date the Contract was executed by an authorized signatory of the Contractor; the date the Contract was executed by an authorized signatory of the Department; the date specified in the Contract; or the date of Secretariat authorization pursuant to G.L.c. 29, s. 29B."

The Contractor and the Department are required to certify that the "Effective Date" of the Contract or Amendment being executed is the latest date the Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Start Date specified, or the date of any required approvals. If the Effective Date of the Contract or Amendment is later than the Start Date listed, the Contractor and Department agree that by signing the Contract or Amendment they have identified if any obligations have been incurred prior to the Effective Date for which a payment obligation has been triggered prior to that date, which shall be included as final settlement of these obligations as part of the Contract/Amendment and payment of these obligations shall release the Commonwealth from any claims related to these obligations.

- **Anticipated Contract/Amendment Start Date:** The Department must enter the "anticipated" start date of "obligations" under the Contract that will trigger a payment obligation. Departments must consider when a payment obligation is "incurred" (creates an obligation to make payment). For most goods, payments obligations are incurred when goods are delivered and accepted. For services, the Contract should specify if obligations are incurred based upon performance (such as performance charged at an hourly rate as services are provided; services for clients in residence, services upon request) or the date the services are made available (such as the start date of maintenance or customer service hours are available for use), or whether the performance obligation occurs at a later date, such as when a periodic, final report, program or system component is delivered and accepted, or other Contract milestone has been achieved (delivered and accepted). Most grants provide financial assistance for a public purpose, rather than a fee for service or good (or other performance) for the Department, and will have installment payments with obligations being incurred based upon the schedule of payments, grant milestones or reporting requirements in the Contract, not the actual date grant performance is started.
- **End Date of this Contract/Amendment:** The Department must enter the date the Contract will terminate. A Contract must be signed for at least the initial duration listed in the RFR, or other solicitation document (if applicable). Amendments to extend the termination date, such as exercising an option to renew, must be made using this Form and must be signed prior to any new obligations being incurred by the Contractor. Please see Amendments, Suspensions, and Termination Policy for additional guidelines.

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CERTIFICATIONS AND EXECUTION: As part of Contract/Amendment execution, the Department and Contractor must identify whether any obligations were performed prior to the 'Effective Date' of the Contract or Amendment (as outlined above). Contractors are not authorized to deliver performance for which compensation is sought under a contract or amendment (even if requested by the Department or any other Commonwealth representative) prior to the Contract effective start date of that contract or after the termination date of that contract. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding and a Department may not back-date a contract or amendment in order to cover the delivery of performance prior to the Contract effective date. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by the Contractor outside the scope of a Contract. In the event obligations have been incurred by the Contractor that were intended to be included as part of the Contract/Amendment prior to the Effective Date, the parties have two options to resolve the settlement of these obligations:

1. Execute a separate Settlement and Release document for the performance and attach to the original contract; OR
2. Include the performance as part of the Contract/Amendment, as follows: The Department would enter the actual date the performance obligations began under 'Anticipated Start Date' for either the new Contract or Contract Amendment on the Standard Contract Form and check off box "2," indicating that the performance prior to the Effective Date is included under a Settlement. By completing the Contract/Amendment to include the performance prior to the Effective Date, the Department is able to enter the MMARS encumbrance to include the performance under the properly executed Contract/Amendment.

Please note that if no performance occurred or was anticipated to occur until on or after the Effective Date of the Contract/Amendment, the parties would check off box "1", thereby indicating that no obligations were incurred prior to the Effective Date.

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must, in their own handwriting and in ink, sign AND enter the date the Contract is signed. See section above under 'Anticipated Contract Start Date'. Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization may be required by the Department if not already on file. See 'Required Standard Contract Form Contents' section below. See also CTR Department Head Signature Authorization Policy for the policy requiring live signatures and signature dates and Contractor signature authorization verification. See Contractor Authorized Signatory Listing.

Contractor Name /Title: The Contractor Authorized Signatory's name and title must appear legibly.

Authorizing Signature For Department/Date: The Authorized Department Signatory must, in their own handwriting and in ink, sign AND enter the date the Contract is signed. See section above under 'Anticipated Contract Effective Start Date'. Rubber stamps, typed or other images are not accepted. See also CTR Department Head Signature Authorization Policy.

Department Name /Title: The Department Authorized Signatory's name and title must appear legibly. For Contracts requiring secretariat signoff, if the Department Signatory is not an authorized signatory of the Secretary, evidence of Secretariat signoff must be included in the Contract file.

EXPEDITED EXECUTION. The Contract/Amendment may be sent electronically to the Contractor, completed, executed by the Contractor and faxed back to the Department for start date purposes. The Department does not have to wait to receive a hard copy of the executed Contract/Amendment and may sign the fax copy for start date purposes. When the hardcopy of the Contractor's executed Contract/Amendment is submitted, the Department has the option of re-signing the hardcopy with the date from the earlier signed fax or may just attach the fax copy to the hardcopy of the Contract. In the alternative, the Department and the Contractor may each sign a separate Contract/Amendment and the two separately signed documents may be attached representing one executed Contract/Amendment, provided there are no conflicts in the information contained on each signed document.

PLEASE NOTE: Any corrections to information on the Standard Contract Form after execution must be initialed and dated by the parties. Faxed copies of initialed changes are sufficient for records management purposes, although hardcopies are preferred.

REQUIRED STANDARD CONTRACT FORM CONTENTS CHECKLIST

Originals or true attest copies of contracts. Massachusetts G.L.c. 7A, s. 5 requires that either the original or a certified copy of all Contracts be filed as directed by the Comptroller. The "record copy" contents of a Contract (as listed below) must be filed either at CTR, OSD (commodity contracts) or at the Department if so delegated. Pursuant to the Delegation of MMARS Transaction Policy and 815 MCR 10.00, Departments retain the record copy of all contract documents. If a Contract exceeds the published delegation threshold, the Department must submit a copy of Contract package to CTR or OSD (Commodity contracts) for secondary review using the appropriate Transmittal Form (if applicable). CTR or OSD secondary review is not legal approval of a Contract, but an expedited quality assurance review to ensure Contract documents support minimum procurement and contracting requirements. All contracts are subject to additional post audit and quality assurance reviews. The Standard Contract Form Instructions are incorporated by reference and are not required to be filed as part of the original or true attest copy of the Standard Contract Form. A Department official who has seen the original of a document can attest that a copy submitted is a "true attest" or "true copy" of the original. This certification can be done on the top page of the copy or by attachment. See also Department Head Signature Authorization Policy. For additional guidance for contents and submission requirements see Contracts Quick Reference and State Finance Law and General Requirements Policy. In addition to this Standard Contract Form, the following Contract content checklists apply to each respective contract type:

CONTENT CHECKLIST FOR NEW CONTRACTS

- 1] **Applicable Commonwealth Terms and Conditions:** Department must verify if Contractor is already on VCUST table on MMARS. New Contractors must have T&C filed with CTR along with appropriate VCC/VCM to update table. T&C must be on file with VCUST before encumbrance can be entered for this Contract. For an existing Contractor's Standard Contract Form, Contractor information must match VCUST table for the Vendor Code, Division and Remittance address. (AD001, AD002...)
- 1] **Evidence of Procurement (if procurement done):** A copy of the RFR, or a Comm-PASS close-out Contract Summary screen print (provided the RFR has been properly closed out and the close-out Summary posted on Comm-PASS verifies the location of the RFR and RFR Reference Number on



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Comm-PASS), or copy of other solicitation, grant application, etc. (if applicable). The "Board Award Field" on MMARS Encumbrance must contain this reference number ID or exception ID (See Evidence of Exception below).

- Evidence of Exception (If competitive procurement was not done):** Attach documentation for the exception: Justification Memorandum for Emergency; copies of legislative language or other legal exemption for Contracts with legislative earmark or legal exemption from procurement; copy of approval from OSD for Collective Purchase Contract with federal or other public entity; or copy of posting/hiring documentation and resume for Contract Employees. Attach copy of public posting or notice of intent to contract with Contractor, if done. Also include documentation of how the Contractor was selected and why this selection supports best value; See also 801 CMR 21.05 and "Competitive Procurement Exceptions" of the QSD Procurement Information Center (PIC). For grants, see by 815 CMR 2.00 and State Grants and Federal Subgrants Policy.
- Please note that if Emergency performance or other contract performance has been fully completed prior to signing this Standard Contract Form, and no additional performance is intended to be made after signing this Standard Contract Form, Departments may use the Settlement and Release Form in lieu of the Standard Contract Form to document completed performance to enable final payment.
- Contractor's Response:** an original or true attest copy of the Contractor's Response (bid) to the RFR or Response to another procurement or grant application, or a copy of the Responses if the RFR/procurement was conducted by another procuring Department. Attach any additional negotiated terms that either modify or are in addition to the RFR or Response. If an RFR or other procurement was not done, attach a detailed description of the scope of performance, work or task order, and a detailed budget or schedule of fees or compensation for this Contract. Performance terms may not modify terms of applicable Commonwealth Terms and Conditions or Standard Contract Form.
- Human and Social Services Contracts:** attach required Human and Social Services Attachments 1-6. See Instructions for Attachments.
- Individual Contractors:** Departments hiring "individual contractors" as either "contract employees" or "independent contractors" are required to comply with the policy Individual Contractors - Independent Contractors vs. Contract Employees and attach the Employment Status Form.
- Consultant Contracts (HH, N01-N14, U05 object codes per the Expenditure Classification Handbook):**
 - o **Contractor Disclosures.** Contractors must disclose Individuals with Financial Interest (if applicable); Other income (if applicable); and Key Personnel. Please note that key personnel may be deemed to be state or special state employees pursuant to G.L. c. 268A. Contractors may make required disclosures as part of the RFR Response, by attachment or may use the Consultant Contractor Mandatory Submission Form.
 - o **Secretariat Signoff.** Departments must obtain secretariat signoff for all contracts under G.L. s. 29, s. 29A and s. 29B PRIOR to performance beginning. Secretariat signoff does not have to be on the Standard Contract Form, but must be included as part of the Contract File.
 - o **TELP (Tax Exempt Lease Purchase).** TELP attachments: ANF TELP Authorization Form, TELP Lease Purchase Quote, Acceptance Certificate, Essential Use Letter) must be included. Certificate of Appropriation and Payment Schedule. Payment schedules must use current MMARS standard recurring payment schedule: See RPSCHD (TELP-quarterly; TEMO-monthly; TESA-semi-annual, TEAN-annual). TELPs paid with state funds must use the Commonwealth TELP (ITD) or the Statewide TELP (OSD). Please note that TELP payments take the highest priority for payment, even above payroll. Contact CTR immediately if Department faces any uncertainty of making TELPs payments on time. Please coordinate with ANF to ensure sufficient allotments to make timely payments.
 - o **Legal Services Contracts (H09, N03).** All Commonwealth Departments are required to obtain:
 - o **GOV Approval.** Attorneys hired by Executive Departments are required to competitively procure all legal services (See 801 CMR 21.01(2)(b)) and obtain prior approval of the Governor's Chief Legal Counsel PRIOR to posting or hire (See G.L. c. 30, s. 65.)
 - o **AGO Review.** PRIOR to the start of performance, prior review of planned services by the Office of the Attorney General (AGO) for legal representation of the Department under a contract, and appointment as a Special Assistant Attorney General "SAAG" for litigation services. The Attorney General Review Form for Attorneys Providing Legal Services form must be completed and mailed (with required attachments) to the AGO for any new legal services contract, and for any significant amendment to the scope of services under an existing contract, PRIOR to the start of performance or a material change in performance. See: Attorney General Policy for Prior Review of Attorneys.
 - o **MMARS Encumbrance - Rates and Purpose** in Comments Field. For Executive Departments, the MMARS encumbrance "Comments field" must contain the Units and "Rates" or "Range of Rates" for the services and a brief description of the type of services under the engagement to enable completion of annual reporting requirements under G.L. c. 30, s. 65. Departments that fail to include this information as part of the original encumbrance will be required to modify the encumbrance to add this information in order to complete reporting requirements.

CONTENT CHECKLIST FOR AMENDMENTS

- Attach a detailed description of the changes that are being made to the scope of performance (if any), and any corresponding changes to the detailed budget or schedule of fees. For renewals funded by continuing accounts, verify if any carry over funds from prior fiscal years need to be re-authorized for the current or a future fiscal year.
- For Interim Contracts (or for grants), attach justification memorandum for reasons for Interim Contract (or for grant).
- If Contractor is undergoing a major structural change which impacts the underlying procurement, the Contractor may be required to negotiate continued performance and execute a Contractor Change in Identity Form INSTEAD of this Standard Contract Form. See the Amendments, Suspensions, and Termination Policy for additional information. Performance terms may not modify terms of applicable Commonwealth Terms and Condition or Standard Contract Form.

CONTENT CHECKLIST FOR ALL CONTRACTS AND AMENDMENTS

- Form W-9** if Contractor is not already on VCUST table (new Contracts). If new W-9, file with CTR with T&C and VCC. For Existing Vendors, verify that VCUST matches any new W-9 and the Standard Contract Form, and if there is new information on W-9 or Standard Contract Form, update VCUST with updated W-9 and VCM. For Amendments, no updates are necessary unless the Contractor's information on the Standard Contract Form is changing which may require an updated W-9 and T&C. If Contractor is undergoing a major structural change which impacts the underlying

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procurement, the Contractor may be required to negotiate continued performance and execute a Contractor Change in Identity Form INSTEAD of this Standard Contract Form. See the Amendments, Suspensions, and Termination Policy for additional information. Vendors must be careful when submitting W-9s that information is accurate, since the VCUST table will be updated for all business with the Commonwealth. Departments should verify with the Contractor when information is updated to ensure that the update is accurate since changes will impact all business with the Commonwealth.

- Contractor Signature Verification For All Contracts, Grants or Other Agreements.** The Contractor Authorized Signature Listing, or any other alternate format, may be used for this purpose. Pursuant to the Contractor Authorized Signatory Policy, Departments are responsible for verifying that the **Standard Contract Form**, T&C, W-9 and other documents related to the Contract (regardless of amount) is signed by an authorized signatory for the Contractor. Verification includes authentication of identify and authority to sign of the person signing the documents.
- MMARS must match total Contract, including settlements.**
 - o Current state finance law policy requires the information input in MMARS to match the underlying contract or supporting documents, including extensions, renewals and amendments. What appears in the MMARS system will be considered the "official record" or "record copy" of fiscal activities and will supersede paper or other formats of the same information. Therefore, the MMARS encumbrance must match the terms of the Contract including Vendor Code, start and end dates and compensation. If a settlement is part of the Contract or Amendment, include all settlement amounts on the same MMARS encumbrance as the Contract/Amendment, unless otherwise directed by CTR.
 - o MMARS encumbrances must be entered as soon as possible after Contract/Amendment execution to ensure funds are timely encumbered.
 - o At least one commodity line with appropriate corresponding accounting line is required for each budget fiscal year of the Contract.
 - o All supporting documentation must be included in the Contract File. Departments must remember that MMARS is an accounting system, which is used to accurately record and report on fiscal activities. Compliance responsibility remains at all times with the Department employees who process documents to "Final" status. Since MMARS will track the UAID of the Department employee who approves documents, quality assurance reviews will identify not only the documents that will be reviewed, but also the security identification (UAID) of the employee who approved the MMARS transactions. Departments must be especially careful when modifying MMARS transactions (such as encumbrances) to support contract extensions and amendments, specifically effective dates. It is improper for Departments to enter a modification to a MMARS transaction to reflect start and end dates that are not supported by the underlying Contract documentation.
 - o MMARS changes/adjustments with no underlying Contract changes do not require a Contract amendment. For fiscal changes with no underlying Contract change that exceed the Department's MMARS transaction processing limit, submit a **CTR Transmittal Form** referencing the Doc Id of the MMARS document and indicating the change required (Non-Commodity contracts). For example, enter the Doc Id and "**Rate Contract Increase/Decrease**" for Rate Contract increases and decreases in total obligations. For appropriation account changes (switching, adding or deleting accounts) with no underlying contract change, enter Doc Id and "**Appropriation Account Change**".
- Records Management – Procurement and Contract Files.** In accordance with 815 CMR 10.00, the Department is the record keeper of the official record copy of the Contract documents and the Contract/Procurement file. MMARS is the official record of the encumbrance and payment documents and will supersede any paper copies of the same information. The Contract/Procurement file must contain, or refer to the location of, all documentation related to the Procurement and resulting Contract(s). A Department is responsible for retaining and archiving Contract records in accordance with the Statewide Records Retention Schedule issued by the Secretary of State Records Conservation Board.
- Public Information and Privacy Concerns.** It is important to provide Contractors with remittance information that will facilitate proper payment application to their receivables. When negotiating a Contract, Departments should establish a mutually agreeable data structure to communicate goods delivered or services rendered. Since these fields are a matter of public record, MMARS Doc IDs (encumbrances, payments, etc.), vendor invoice numbers, contract numbers, check descriptions, and any comment fields MUST NOT contain personal information (such as individual's names, SSN numbers, bank account numbers, date of birth, addresses etc.) or other information that could jeopardize privacy or facilitate identity theft. MMARS Doc IDs and key comment fields may be printed on checks, sent electronically as part of remittance advice, and will appear on VendorWeb (and may be viewed related to public records requests), therefore care must be taken that individual personal information is not used.

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

By executing this Contract, the Contractor under the pains and penalties of perjury, makes all certifications required under the certifications listed below, and has provided all required documentation and disclosures (identified below with an "→"), or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached to this Contract or incorporated by reference herein, including in the following order of precedence: the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osq under Guidance For Vendors - Forms or at www.mass.gov/osq under QSD Forms, the terms of the Standard Contract Form and attached Instructions, the Request for Response (RFR) or solicitation (if applicable), the Contractor's response to the RFR or solicitation (if applicable), and any additional non-conflicting negotiated provisions:

- The Contractor is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards, including obtaining requisite licenses, registrations, permits and resources for performance; and that the Contractor shall provide access to records to state officials under Executive Order 195 and G.L. c. 11, s. 12; and the Contractor certifies that the Contractor and any of its subcontractors are not currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F and G.L. c. 152, s. 25C;
- The Contractor shall comply with the terms of the Request for Response (RFR) or solicitation for this Contract, if applicable; and any additional negotiated provisions for this Contract. Including the RFR – Required Specifications if an RFR was done for this Contract, which are incorporated by reference herein if not already included as part of the Request for Response under 801 CMR 21.00; or for any other procurement;

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- The Contractor shall comply with all applicable state laws and regulations including Massachusetts General Laws; Official Code of Massachusetts Regulations; Partial CMR Listing; 801 CMR 21.00 (Procurement of Commodity and Service Procurements, Including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.
- The Contractor agrees to the terms for "Effective Date" and "Payments" and any terms under the Instructions of this Contract or Amendment. The Contractor certifies that there is no authorization to deliver performance for which compensation is sought under this Contract or Amendment (even if requested by the Department or any other Commonwealth representative) prior to the effective date and that any oral or written representations, commitments or assurances made by the Department or any other Commonwealth representative are not binding and a Department may not back-date this Contract or Amendment in order to cover the delivery of performance prior to the Effective date. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by the Contractor outside the scope of a Contract or Amendment.
- The Contractor certifies Tax Compliance with Federal tax laws; State tax laws including G.L. c. 62C, G.L. c. 62C, s. 49A (the Contractor has complied with all laws of the commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting of child support and is in good standing with respect to all returns due and taxes payable to the commissioner of revenue); reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12;
- The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment.
- The Contractor shall affirmatively disclose the details of any pertinent judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules. Contractors must affirmatively disclose any potential structural change in its organization at least 45 days prior to the change.
- **Corporations.** If incorporated, the Contractor certifies that it has identified the Contractor's state of incorporation, and the Contractor certifies compliance with all filing requirements of both the incorporating state and the Massachusetts Secretary of State. If the Contractor is a foreign corporation, the Contractor certifies compliance with all requirements for certification, reporting, filing of documents and service of process.
- **Filing of required certificates and reports.** The Contractor certifies compliance with filing requirements for the Secretary of the Commonwealth and Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth;
- **Employer requirements.** If an employer, the Contractor certifies compliance with applicable state and federal employment laws or regulations, including but not limited to minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 (Federal Family and Medical Leave Act; AGO Consumers and Civil Rights;
- **Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Americans with Disabilities Act.; 42 U.S.C. Sec. 12,101, et seq., Disability Law Resources; the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and G.L. c. 272, s. 98A; the Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order 478 or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources;
- **Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.
- **Executive Orders.** For covered Executive state Departments, the Contractor certifies compliance with applicable Massachusetts Executive Orders (for most recent, see Governor's Executive Orders) including but not limited to:
 - **Executive Order 481.** Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established the Contractor certifies under the pains and penalties of perjury they shall not knowingly use undocumented workers in connection with the performance of Contracts; that, pursuant to federal requirements, they shall verify the immigration status of all workers assigned to Contract without engaging in unlawful discrimination; and that they shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker. The Contractor understands and agrees that breach of any of these terms during the period of a Contract may be regarded as a material breach, subjecting Contractor to sanctions, including but not limited to monetary penalties, withholding of payments, contract suspension or termination.
 - **Executive Order 478.** Non-discrimination. Diversity. Equal Opportunity, and Affirmative Action. And Executive Order 390. Establishing an Affirmative Market Program in Public Contracting. The Contractor and any subcontractors may not engage in discriminatory employment practices;

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



and the Contractor certifies that they are in compliance with all applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and committing to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, the Operational Services Division, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of Contract that may subject Contractor to appropriate sanctions.

- **Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151 E, Massachusetts General Laws. If there shall be a breach in the warranty, representation, and agreement contained in this paragraph, then without limiting such other rights as it may have the Commonwealth shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.
- **Executive Order 348. Hiring of State Employees By State Contractors.** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.
- **Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment within the Executive Branch under the Governor must disclose in writing, upon such application, the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed. (This section applies to Contract Employees.)
- **Consultant Contractor Certifications.** (For Consultant Contracts "HH" and "N01-N14" and "U05" object codes). Contractors may make required disclosures as part of the RFR Response, by attachment or may use the Consultant Contractor Mandatory Submission Form:
 - **→ Disclosure of Additional Income.** Pursuant to the provisions of M.G.L. c. 29, s. 29A, the Contractor shall affirmatively disclose any contracts, grants or other income due from entities other than Commonwealth state Departments (including any political subdivision or public authority) during the period of a Contract. For state departments, the Department can identify all obligations and payments made through MMARS through a query or through Vendor Web using the Contractor's listed Vendor Code.
 - **→ Disclosure of Persons with Financial Interest (other than the Contractor).** Pursuant to the provisions of M.G.L. c. 29, s. 29A and c. 7A, s. 6, the Contractor shall affirmatively disclose all individuals (other than the Contractor) who have a financial interest of more than one percent (1%) interest in the capital stock of the Contractor. If no disclosure is made, Contractor is certifying that this section is not applicable.
 - **→ Key Personnel.** The Contractor shall identify all key personnel assigned to the performance of this Contract, in addition to the Contract Manager. Key personnel may not be changed without prior written approval of the Department.
- **Anti-Lobbying Requirements.** The Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements when receiving federal funds; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act.

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**Attachment A
Scope of Services**

**Marlborough Water Conservation Grant Project
Project Number 08-15WCG**

I. Purpose

The goals of this project are to promote water conservation and identify and reduce unaccounted for water loss from the City of Marlborough ("the Grantee") drinking water works and distribution system. The Grantee proposes to reduce UAW from 19% to 10% or less as required by their MWA permit through a water audit, and a leak detection survey and repair. The Grantee's source of supply is located within the SuAsCo Watershed.

Under this project, the Grantee commits to the repair of identified leaks in accordance with the terms of the Grantee's current Water Management Act Permit (permit number 9P21417001) requirements and any additional WMA requirements issued during the course of the Contract period by MassDEP. Completed leak repair documents will be submitted to the MassDEP to enable the release of final contract retainage. As outlined within the MassDEP's guidance document, the Grantee will quantify the water savings from all project related activities in gallons per year and approximate dollar value.

The Grantee must also certify that the skill level of the appropriate employee(s) and/or subcontractors is adequate to perform the contracted tasks to high industry standards, and that the work conducted is done so in accordance with such standards (i.e., the AWWA standards).

II. Scope of Services

The scope of services for this contract shall consist of the following tasks and deliverables as outlined below, consistent with the Grantee's technical proposal received on July 11, 2008 and as outlined in the RFR of May 23, 2008. In order for a deliverable to be considered complete under the contract, the deliverable must be completed in accordance with the contract specifications and contract schedule, must be approved by MassDEP, and must otherwise satisfy the contract provision, as determined by the MassDEP.

Task 1: Water Audit

Conduct a water audit to balance the volume of drinking water produced with the volume billed and account for the remaining water (loss). Use the MassDEP guidance available through the Water Management Act Program – *Water Management Act Program Guidance Document for a Water Audit and Leak Detection Survey* - found in Attachment E and within the MassDEP's website <http://www.mass.gov/dep/water/approvals/guidance.pdf>

Tasks to be completed for the water audit will include, but not be limited to the following:

- Review of data pertinent to the existing water system including general system information and data on source meters and metered connections.
- Review of production and sales records in order to determine the quantity of water pumped from each source and the quantity of water sold over the past three years. Estimate quantity of unmetered sold water.
- Review of operation and maintenance records to estimate costs for pumping and treating the water for the past three years.
- Review of billing and accounting procedures, including meter reading, printing of billing statements, and calculation of total water use for sources of error. Adjust water sales records to reflect any error found in billing and accounting procedures.

- Review of the latest master meter calibration test results and adjustment of the source quantities to reflect inaccuracies.
- Review of the Grantee's past meter testing results.
- Review of the most recent leak detection survey. Utilize acquired information to determine the amount of unaccounted-for water in the system or the quantity of water that is potential leakage and estimate the cost per year due to the water losses.
- Complete water audit worksheet with calculated water losses.
- Provide recommendations for improvements to the system including billing and accounting procedures, maintenance programs, and water usage.

Deliverables 1:

- Completed water audit survey and reporting forms as per Department guidance including items listed above.
- Technical memo summarizing the method or methods by which data was collected, schedule by which master meters are calibrated, and recommendations needed to improve recording of water flows for sources of supply and distribution system measurement systems.

Task 2: Leak Detection Survey

Submit a thorough documentation of the methodology to be employed in the survey. Once the methods and Standard Operating Procedures (SOPs) have been approved in writing by the MassDEP, the Grantee will conduct a leak detection survey of the water mains and appurtenances of the water distribution system network that may include source of supply transmission lines. The Grantee will thoroughly document the leak detection survey; use the MassDEP guidance in Attachment D to document the leak detection survey. Grantee personnel engaged in leak detection work must be proficient in leak detection methods *and* the equipment used, or if a subcontractor is to be utilized, each individual subcontracted must possess a minimum of one year of experience in conducting leak detection surveys. All subcontractors are subject to approval by the MassDEP.

This task will consist of a comprehensive leak detection survey of 139 miles of main, hydrants, gate valves, and service connections. As part of the leak detection survey, the Grantee or its subcontractor will use a correlator to detect, record, analyze, and pinpoint the sound created by underground water leakage. Upon the identification of a leak, a flow rate can be estimated. Upon completion of the survey, the Grantee shall provide a report summarizing the locations of the identified leaks, the type of leak (i.e., main, hydrant, service connection, etc.), estimated flow rates for all leaks, etc., and a written schedule by which leaks shall be repaired. Any GIS work or GIS-related costs are not eligible for grant reimbursement and are eligible a match.

Deliverables 2:

- MassDEP approved leak detection survey methodology.
- Completed leak detection survey as per Department guidance.
- Technical memo summarizing the method or methods by which data was collected.
- Leak repair plan

After leaks are repaired, the Grantee will re-survey the repair sites to confirm that no other leaks remain. As part of the submitted leak detection report and quarterly progress, as applicable, the Grantee shall provide the Department dates leaks were found and repaired, and estimated water savings realized. The Grantee will also certify that the work was conducted in accordance with industry standards.

Task 3: Leak Repair

Establish a priority system to implement leak repairs. Identified leaks will be repaired in accordance with the terms of the Grantee's current Water Management Act Permit (permit number 9P21417001) requirements and any additional WMA requirements issued during the course of the Contract period

by MassDEP. Repairs will be performed in conformance with industry standards and will be documented with leak repair reports including estimates of leakage rates based on visual observation once infrastructure is exposed. This task is presented as part of the Grantee's match.

Deliverables 3:

- Priority system of leak repair
- Completed leak repair forms
- Summary table of leaks detected, leaks repaired, total cost, and estimates of leakage removed based on visual observation of exposed leaking infrastructure
- Technical memo summarizing the method or methods by which data was collected, and repairs were made.

Task 4: Reporting

The Grantee will submit the following Deliverables to the Department in accordance with the Milestone schedule.

Deliverables 4:

- The Grantee shall provide quarterly progress reports to the Department no later than January 15th, April 15th, July 15th, and October 15th for the October 1 to December 31, January 1 to March 30, April 1 to June 30, and July 1 to September 30 reporting periods, respectively. These reports shall be submitted via email (Word 6.0 or other suitable software as determined by the Department) on a standard form provided by the Department and shall contain a summary and percentage of all work completed by task during the reporting period and planned activities for the next quarter. Progress reports shall be provided to the Department's Project Coordinator identified in the Notice to Proceed letter.
- The Grantee shall provide fiscal spending reports on the same schedule as the progress reports. The fiscal reports should list the spending for the quarter, itemized by the expense categories listed in Attachment B-Budget. All fiscal spending reports, including required M/WBE reporting on the Department's Payment Voucher Attachment Form, shall be provided to the Department's Contract Manager identified in the Notice to Proceed letter.

Task 5: Submit a Draft and a Final Project Report.

Deliverables 5:

- Two paper copies of a draft final report shall be provided to the Department's Project Coordinator for review and comment at least two months prior to the milestone schedule end date. The report will include a summary of the entire project, including methods, results and conclusions as well as recommendations on actions that should be taken to further reduce water losses and comment on the effectiveness of the project.
- The Final Report must calculate the environmental results of the project and quantify the water savings in both gallons of water and dollar value per year.
- Upon receipt of comments on the draft report from the Department, the Grantee will address these comments in the final report. The draft final report and final report will contain all project deliverables.
- One camera ready copy (unbound) and three printed copies of the final report, and two CDs with electronic versions of the final report which are compatible with the Department's systems (Word or a searchable Adobe .pdf format) must be submitted to the Department's Project Coordinator by the project end date.

The report should be authored in Word as an accessible document (refer to Microsoft's Web site on creating accessible Office documents at <http://www.microsoft.com/office/system/accessibility.msp>) and also provided both in a accessible/tagged PDF (refer to the www.mass.gov/ site on creating accessible PDF files at

<http://mass.gov/Aitd/docs/presentations/adobe/Acrobat%207.0%20Accessibility%20Tutorial/Acrobat%207%20Tutorial/HTML%20Files/AdobeAccessCover.html>) and finally output to RTF.

The Americans with Disabilities Act requires that alternate formats of public documents be made available upon request. The Grantee will be required to make provisions to supply reports and other materials in alternative formats (including Braille or tape), upon request.

III. Method of Compensation under the Contract

- The method of compensation under the contract will be cost reimbursement based on the Grantee's completion of the deliverables listed in the Scope of Services (Section II), as approved by the Department and in accordance with the Contract, up to \$35,000. Advanced payments shall not be made. Reimbursement reports/payment vouchers can be submitted to the Department's Contract Manager on a quarterly basis. Payment vouchers during any one fiscal year (July 1 through June 30) *must* be submitted no later than July 30 of the next fiscal year or sooner, or as determined by the Department. Reimbursement is generally made within 30 days subsequent to a Grantee submitting a correctly executed invoice with appropriate backup.
- No payment shall be made for Massachusetts' sales tax.
- The Department shall retain ten percent (10%) of the total maximum obligation for the Contract or the final invoice submitted by the Grantee, whichever is greater, until all contract provisions are satisfied and final products are delivered and accepted by the Department. This 10% retainage (\$3,500) shall be reflected on each invoice submitted by the Grantee and will be cumulative.

IV. Additional Conditions

- The award of this Grant by the Department does not constitute a permit or any other approval that may be required for the implementation of the project funded by the Grant. The Grantee shall timely obtain, and comply with, all federal, state, and local permits and approvals required for the project.
- An Acknowledgement of Support must be made in connection with the publishing of any material based on or developed under this Contract. The acknowledgement will be in the form of a statement substantially as follows: "This project has been financed with Federal Funds from the Environmental Protection Agency (EPA) to the Massachusetts Department of Environmental Protection (the Department) under a Safe Drinking Water Act State Revolving Loan Fund Set-aside Grant. The contents do not necessarily reflect the views and policies of the EPA or the Department, nor does the mention of trade names or commercial products constitute endorsement or recommendation for use."
- Prior written approval from the Department is required before project materials are printed and distributed.
- Changes in the Scope of Work require prior review and written approval by the Department, and may require an amendment to the contract. Changes in Scope must be requested in writing and include justification for the change.
- Statements to the press are authorized as long as proper acknowledgement is given to the Department and EPA.
- All materials, software, maps, reports, and other products produced through this contract shall be considered in the public domain and thus available at the cost of production.
- The Department reserves the right to approve all subcontractors.
- Grantees must immediately notify the Department if the loss or reassignment of any key employee or subcontractor identified in the proposal, and the Department requires that a replacement employee or subcontractor be assigned within 60 days. The Department reserves the right to

terminate the contract if the Grantee fails to replace a key employee or subcontractor within this time frame or substitute appropriately qualified key employee.

- The overall duration of the project is twelve months.

**Attachment B
Budget**

**Marlborough Water Conservation Grant Project
Project Number 08-15WCG**

Expense Items	Grant Amount	Cost Share	Cost Share (In-house)	Total Project Amount
Salaries Equipment Operator @ 34.38/hr Forman @ \$44.16/hr			\$12,250	\$12,250
Subcontractual Water Audit Leak Detection Survey Reporting	\$33,000			\$33,000
Supplies Printing and mailing	\$2,000			\$2,000
Equipment				
Other Leak Repair				
Total Amounts	\$35,000		\$12,250	\$47,250

The Department will retain 10% (\$3,500) of the total maximum obligation of the SRF set-aside grant funds or the final invoice submitted by the Grantee, whichever is greater, until all contract provisions are satisfied and final reports and other products are delivered and accepted. This 10% retainage shall be reflected on each invoice submitted by the Grantee and will be cumulative in the amount, 10% of the total grant amount. Leaks found and repaired during the contract period can also be counted toward the match.

The Grantee must certify that they will follow all municipal procurement regulations as per Chapter 30B of the Massachusetts General Laws, the Uniform Procurement Act.

The "Fair Share" utilization goals for this proposal will incorporate 'Services' rates of 4.65% of the total amount subcontracted for MBE and 16.03% for WBE. **To comply with M/WBE participation goals it is anticipated that at the very minimum \$1,628 for MBE and \$5,611 for WBE will be adhered to.**



City of Marlborough
Legal Department

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BEVERLY J. SLEEPER
CHIEF PROCUREMENT OFFICER

KATHERINE M. KIMBER
PARALEGAL

May 4, 2009

Arthur Vigeant
President
Marlborough City Council

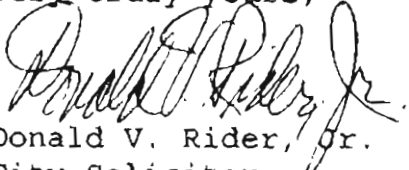
RE: Order 09-1002112B
Special Permit Application
MetroPCS Massachusetts, LLC
115 Onamog Street

Dear President Vigeant and Members:

Pursuant to Chapter 200-59C(13) of the Marlborough Zoning Ordinance, I provide this letter as to the legal form of the City Council's proposed findings on the special permit application submitted by MetroPCS Massachusetts, LLC for co-location at 115 Onamog Street. The application is for co-location of six (6) wireless communications panel antennas on an existing telecommunications tower, and one (1) GPS antenna mounted on a proposed ice bridge, as well as placement of the associated equipment within an existing compound on the ground.

I have enclosed a copy of the proposed decision. I certify that that decision is in proper legal form.

Very truly yours,


Donald V. Rider, Jr.
City Solicitor

Enclosure

cc: Francis D. Parisi, Esquire

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**DECISION ON A SPECIAL PERMIT
METROPCS MASSACHUSETTS, LLC
CITY COUNCIL ORDER NO. 09-1002112B**

Re: 115 Onamog Street, Marlborough, MA

The City Council of the City of Marlborough hereby GRANTS the application for a Special Permit to METROPCS MASSACHUSETTS, LLC, having a usual place of business at 285 Billerica Road, Third Floor, Chelmsford, MA 01824, as provided in the Decision and subject to the following Findings of Fact and Conditions.

EVIDENCE

1. The Applicant is METROPCS MASSACHUSETTS, LLC, having a usual place of business at 285 Billerica Road, Third Floor, Chelmsford, MA 01824 (hereinafter "Applicant").
2. Through its Application to City Council for Issuance of Special Permit (hereinafter "Special Permit Application"), the Applicant seeks permission to allow co-location of six (6) wireless communications panel antennas on an existing water tank, and one (1) GPS antenna mounted on a proposed ice bridge, and supporting equipment on the ground within an existing compound (hereinafter "Proposed Wireless Communications Device Project" or "Proposed WCD Project"), substantially as depicted on a set of plans entitled "BOS0483B ONAMOG WATER TANK MARLBOROUGH," by Dewberry-Goodkind, Inc, dated 1/7/09, as submitted with the Special Permit Application, and also to include the structural details dated 10/9/08 and revised on 10/17/08, as well as an October 20, 2008 structural report by Dewberry-Goodkind, Inc.'s Structural Engineer Dennis W. Reip, P.E. and its enclosures (hereinafter "Plans").
3. The location of the Proposed WCD Project is 115 Onamog Street., Marlborough, MA and is more particularly identified on the Assessor's Map of the City of Marlborough as Map 81, Lot 238 (hereinafter "the Site"). The owner of record for the Site is the CITY OF MARLBOROUGH.
4. The Applicant is a prospective lessee of the City of Marlborough, which owns the existing water tank at the Site as well as the underlying compound area.
5. The Site is zoned A-3 (Residence). Wireless Communication Devices are allowed by grant of Special Permit in A-3 (Residence) Zoning Districts.

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6. The Special Permit is being sought pursuant to Article VI, Section 200-25 and Article VIII, Section 200-59 of the Zoning Ordinance set forth in the City Code of the City of Marlborough (hereinafter "Marlborough Zoning Ordinance").
7. Pursuant to the Rules and Regulations of Application for Special Permit (hereinafter "Rules and Regulations"), the Building Commissioner on behalf of the City Planner certified that the Special Permit application materials are complete and conform to said Rules and Regulations and that the Plans conform in all respects to the City Code.
8. The Applicant has complied with all of the applicable rules of the Rules and Regulations.
9. The City of Marlborough City Council held a public hearing on the Proposed WCD Project on March 9, 2009, for which proper notice had been published and for which proper notice had been given to all parties entitled to notice under the law.
10. The Applicant presented oral testimony and demonstrative evidence at the public hearing demonstrating that the Proposed WCD Project meets all the applicable Special Permit criteria of Article VI, Section 200-25 and Article VIII, Section 200-59 of the Marlborough Zoning Ordinance.
11. The Applicant provided further oral testimony and demonstrative evidence to the City Council's Wireless Communications Committee regarding the Proposed WCD Project's compliance with the applicable Special Permit criteria.
12. The Council, in reviewing the Applicant's Special Permit Application, considered the Review Standards and Development Requirements, as enumerated in Article VI, Section 200-25 and Article VIII, Section 200-59 of the Marlborough Zoning Ordinance, applicable to the Proposed WCD Project.

**BASED UPON THE ABOVE, THE MARLBOROUGH CITY
COUNCIL MAKES THE FOLLOWING FINDINGS OF FACT
AND TAKES THE FOLLOWING ACTIONS**

- A) The Applicant has complied with all the Rules and Regulations promulgated by the Marlborough City Council pertaining to the said Special Permit Application.
- B) The Site is an appropriate location for the Proposed WCD Project and the Proposed WCD Project is in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions of this decision.
- C) The Applicant has complied with the applicable Review Standards and Development Requirements pertaining to Wireless Communications Facilities,

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including Wireless Communication Devices, enumerated in Article VI, Section 200-25 and Article VIII, Section 200-59 of the City of Marlborough Zoning Ordinance, by siting, designing and screening its Proposed WCD Project to minimize adverse impact on the abutting neighborhood and on nearby residential properties.

D) The Council, pursuant to its authority under M.G.L. Chapter 40A and the Marlborough Zoning Ordinance, **GRANTS** the Applicant a Special Permit, **SUBJECT TO THE FOLLOWING CONDITIONS NUMBERED 1 THROUGH 12:**

- 1) The Proposed WCD Project shall be constructed, maintained and operated according to the specifications, terms and conditions of the Applicant's Special Permit Application, as amended during the application/hearing process, and in compliance with the Conditions of the Grant of Special Permit as well as with the conditions set forth in Chapter 200-25F of the Marlborough Zoning Ordinance.
- 2) All plans, site evaluations, briefs and other documentation provided by the Applicant as part of its Special Permit Application are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.
- 3) The Applicant shall comply with all rules, regulations, ordinances and statutes of the City of Marlborough, the Commonwealth of Massachusetts and the Federal Government as they may apply to the construction, maintenance and operation of the Proposed WCD Project.
- 4) All terms, conditions, requirements, approvals, plans and drawings required hereunder are hereby made a part of and incorporated herein as a condition to the issuance of this Special Permit.
- 5) Applicant shall minimize the visual impacts of the Proposed WCD Project by screening and/or color coordination as may be depicted on the Plans and other demonstrative evidence submitted as part of the Special Permit Application.
- 6) Applicant shall pay to City of Marlborough Account #10093-43600, as mitigation for the alleged impacts upon open space caused by the subject of this Special Permit, the annual sum of One Thousand Five Hundred (\$1,500.00) dollars, the first payment due and payable to the City's Building Department at the time of the issuance of the building permit hereunder, or within one year of the approval of Special Permit, whichever is earlier, and the subsequent payments to be due and payable to the City's Public Facilities Department on January 2, or the first business day thereafter, of each calendar year in which the WCD referenced in this

Special Permit is still in operation. Failure to make the payment in a timely manner shall constitute a violation of the Special Permit, and the Applicant shall pay an additional sum of \$500 per quarter or portion thereof after the payment due date that the Applicant has failed to make payment.

- 7) Applicant shall not utilize a permanent electrical generator, of any type, in connection with the operation of the Proposed WCD Project. Applicant shall be permitted to use a temporary electrical generator in connection with the operation of the Proposed WCD Project only in cases of power outages to the Proposed WCD Project and for purposes of routine testing and maintenance. No fuel shall be stored at the Site. The noise produced by the temporary generator shall conform to the City's noise ordinance set forth in Chapter 134 of the City Code of the City of Marlborough.
- 8) The Applicant shall provide any and all plans, specifications, calculations, etc as may be required by the Commissioner of Public Works to complete his review of the Proposed WCD Project. The Applicant shall not proceed with any work associated with this Special Permit unless and until the Commissioner of Public Works has issued to the Applicant a Notice to Proceed in writing. Similarly, no operation of this Proposed WCD Project shall commence until the Applicant has received written approval from the Building Inspector that all the conditions herein have been satisfied.
- 9) Applicant shall be subject to site plan review if applicable.
- 10) Applicant shall securely attach cables to the outside of the tank in such a manner as to prevent noise and/or other disturbance that would be obtrusive to the neighborhood.
- 11) In accordance with the provisions of Mass. Gen. Laws c. 40A, § 11, the Applicant at its expense shall record this Special Permit in the Middlesex South District Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed.
- 12) As soon as practicable but in any event within one (1) month after the date when a certificate of use and occupancy has been issued to the Applicant by the City of Marlborough's Building Commissioner for the Proposed WCD Project, Applicant shall submit a written report to the City Council; provided, however, that if the Proposed WCD Project has not yet become operational within the one-month period after said issuance date, then the Applicant must immediately provide the City Council with written notification as to the date when the Proposed WCD Project does become operational and, further, must submit said written report within one (1) month after said operational date. The written report to the City Council i)

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shall provide measurements as to the actual output of radio frequency energy emitted by the Proposed WCD Project; ii) shall include a professional opinion by a third party certifying that the Proposed WCD Project fully complies with all applicable health and safety standards; and iii) shall provide measurements of the actual output of the total radio frequency energy being emitted by all Wireless Communications Facilities (as defined in Section 200-25 of the Marlborough Zoning Ordinance) then located at the Site. The Applicant agrees to operate its Proposed WCD Project in compliance with all applicable health and safety standards. In the event that there are any changes in or upgrades to the Proposed WCD Project that may increase the actual output of radio frequency energy emitted by the Proposed WCD Project, the Applicant shall submit a letter to the City Council as soon as practicable but in any event within one (1) month after the date of completion of those changes or upgrades. The letter i) shall state what the changes or upgrades are; ii) shall provide measurements specifying how the actual output of radio frequency energy emitted by the Proposed WCD Project has been increased; iii) shall provide measurements of the actual output of all radio frequency energy being emitted by all hereinbefore-defined Wireless Communications Facilities then located at the Site; and iv) shall include a professional opinion by a third party certifying that the Applicant's changes or upgrades have not caused the total radio frequency energy being emitted by all hereinbefore-defined Wireless Communications Facilities then located at the Site to exceed any applicable health and safety standards.

pd \$150.-
5/5/09

13

RECEIVED
MAY 5 2009
MARLBOROUGH, MASS.

MAY 5, 2009

TO THE CITY COUNCIL:

The undersigned Peter J. Coulombe as Marlboro Cozy Cafe
respectfully requests that he be granted a pool table license
for 2 pool tables

P. O. Address Peter J. Coulombe 621 Stevens St 508 460-0095

IN CITY COUNCIL

19

Referred to Committee on Public Safety.

Clerk.

REPORT ON THE ABOVE PETITION

IN CITY COUNCIL

19

The Committee on Public Safety, to whom the above petition was referred, having considered the same, report in favor of granting the same.

.....
.....
.....

Committee

IN CITY COUNCIL

19

Accepted and report of committee adopted.

Attest: Clerk.

Issued



#2500 pd. 14

MARLBOROUGH, MASS. 19

TO THE CITY COUNCIL:

The undersigned Tekoa Dasilva on behalf of GoldParty LLC respectfully requests that he be granted a Jeweler's Junk Dealer's license — IF approved, we will lease space at the Solomon Pond Mall. Tekoa Dasilva, 42 River St. Framingham, MA. 01702 P. O. Address P.O. 587, Marlborough, MA. 01752

617-458-1392

IN CITY COUNCIL

19

Referred to Committee on Public Safety.

Clerk.

REPORT ON THE ABOVE PETITION

IN CITY COUNCIL

19

The Committee on Public Safety, to whom the above petition was referred, having considered the same, report in favor of granting the same.

[Dotted lines for committee members] } Committee

IN CITY COUNCIL

19

pted.

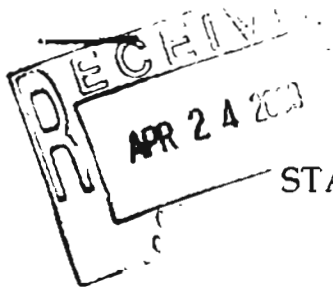
Attest: Clerk.



join the party!

- Easy as 1, 2, 3... Sell Your Gold Host a Party Become a Rep.

Tekoa Da Silva



THE COMMONWEALTH OF MASSACHUSETTS
STATE RECLAMATION & MOSQUITO CONTROL BOARD

CENTRAL MASSACHUSETTS MOSQUITO CONTROL PROJECT

111 Otis Street, Northborough, MA 01532-2414
Telephone (508) 393-3055 • Fax (508) 393-8492
www.cmmcp.org



ANNUAL REPORT 2008



RECEIVED
 MAY - 6 2009

DEPARTMENT OF PUBLIC UTILITIES

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

**CONDENSED FINANCIAL RETURN
 FOR THE YEAR ENDED DECEMBER 31, 2008**

FULL NAME OF COMPANY - MASSACHUSETTS ELECTRIC COMPANY

LOCATION OF PRINCIPAL BUSINESS OFFICE - 25 Research Drive, Westborough, MA 01582

STATEMENT OF INCOME FOR THE YEAR

See Copy of Income Statement Filed with the DPU Return Attached

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

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BALANCE SHEET

See Copy of Balance Sheet Filed with the DPU Return Attached

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

NOTES:

163

STATEMENT OF EARNED SURPLUS			
Unappropriated Earned Surplus (at beginning of period).....	\$		
Balance Transferred from Income.....			
Miscellaneous Credits to Surplus.....			
Miscellaneous Debits to Surplus.....			
Appropriations of Surplus.....			
Net Additions to Earned Surplus.....			
Dividends Declared -- Preferred Stock.....			
Dividends Declared -- Common Stock.....			
Unappropriated Earned Surplus (at end of period).....			
ELECTRIC OPERATING REVENUES			
Account	Operating Revenues		
	Amount for Year	Increase or (Decrease) from Preceding Year	
	\$	\$	
SALES OF ELECTRICITY			
Residential Sales.....	930,180,750	47,463,953	
Commercial and Industrial Sales.....			
Small (or Commercial).....	406,675,765	10,854,492	
Large (or Industrial).....	66,502,645	11,585,977	
Public Street and Highway Lighting.....	2,533,457	49,992	
Other Sales to Public Authorities.....			
Sales to Railroad and Railways.....			
Interdepartmental Sales.....			
Miscellaneous Electric Sales.....			
Provision for Rate Refunds.....	-13,166,541	-24,207,679	
Total Sales to Ultimate Consumers.....	1,392,726,076	45,746,735	
Sales for Resale.....	1,206,164	139,999	
Total Sales of Electricity.....	1,393,932,240	45,886,734	
OTHER OPERATING REVENUES			
Forfeited Discounts.....	4,292,168	453,727	
Miscellaneous Service Revenues.....	154,413,729	-19,952,834	
Sales of Water and Water Power.....	0	0	
Rent from Electric Property.....	7,568,404	-366,736	
Interdepartmental Rents.....	0	0	
Other Electric Revenues.....	831,833,540	89,840,931	
Total Other Operating Revenues.....	998,107,841	69,975,088	
Total Electric Operating Revenues.....	2,392,040,081	115,861,822	
SUMMARY OF ELECTRIC OPERATION AND MAINTENANCE EXPENSES			
Functional Classification	Operation	Maintenance	Total
Power Production Expenses	\$	\$	\$
Electric Generation:			
Steam Power.....			0
Nuclear Power.....			
Hydraulic Power.....			
Other Power.....		0	0
Other Power Supply Expenses.....	1,446,738,387		1,446,738,387
Total Power Production Expenses.....	1,446,738,387		1,446,738,387
Transmission Expenses.....	1,051,361	650,919	1,702,280
Distribution Expenses.....	78,861,435	61,563,582	140,425,017
Customer Accounts Expenses.....	141,111,178		141,111,178
Sales Expenses.....	1,558		1,558
Administrative and General Expenses.....	135,312,973	708,760	136,021,733
Total Electric Oper. and Maint. Expenses	1,803,076,892	62,923,261	1,866,000,153

RECEIVED
 MAY - 6 2009

DEPARTMENT OF PUBLIC UTILITIES

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

**CONDENSED FINANCIAL RETURN
 FOR THE YEAR ENDED DECEMBER 31, 2008**

FULL NAME OF COMPANY - MASSACHUSETTS ELECTRIC COMPANY

LOCATION OF PRINCIPAL BUSINESS OFFICE - 25 Research Drive, Westborough, MA 01582

STATEMENT OF INCOME FOR THE YEAR

See Copy of Income Statement Filed with the DPU Return Attached

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

165

BALANCE SHEET

See Copy of Balance Sheet Filed with the DPU Return Attached

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

NOTES:

164

STATEMENT OF EARNED SURPLUS			
Unappropriated Earned Surplus (at beginning of period).....	\$		
Balance Transferred from Income.....			
Miscellaneous Credits to Surplus.....			
Miscellaneous Debits to Surplus.....			
Appropriations of Surplus.....			
Net Additions to Earned Surplus.....			
Dividends Declared -- Preferred Stock.....			
Dividends Declared -- Common Stock.....			
Unappropriated Earned Surplus (at end of period).....			
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Account	Operating Revenues		
	Amount for Year	Increase or (Decrease) from Preceding Year	
	\$	\$	
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Total Electric Oper. and Maint. Expenses	1,803,076,892	62,923,261	1,866,000,153

171

RECEIVED
APR 29 2009

City of Marlborough
Commonwealth of Massachusetts



PLANNING BOARD

- Barbara L. Fenby, Chair
- Steve Kerrigan, Clerk
- Philip J. Hodge
- Edward F. Coveney
- Clyde L. Johnson
- Robert Hanson
- Sean N. Fay

PLANNING BOARD MINUTES
March 23, 2009
7:00 PM

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

The Planning Board for the City of Marlborough met on Monday, March 23, 2009 in Memorial Hall, 3rd floor, City Hall, Marlborough, MA 01752. Members present: Barbara Fenby, Chairperson, Philip Hodge, Robert Hanson, Clyde Johnson and Sean Fay. Also present: Assistant City Engineer Richard Baldelli.

MINUTES

Meeting Minutes March 9, 2009

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

To table the minutes of March 9, 2009 until the next meeting.

CHAIRS BUSINESS

APPROVAL NOT REQUIRED PLAN

PUBLIC HEARING

SUBDIVISION PROGRESS REPORTS

Update from City Engineer

Mr. Baldelli stated that spring is close and they are planning to complete several projects soon.

Commonwealth Heights (Atkinson Drive)
Amend Covenant

At the last meeting on March 9, 2009 the Planning Board referred the first amendment of the covenant to the City Solicitor for his review. The City Solicitor has reviewed the first amendment covenant which will allow construction of all ways and installation of all municipal services within two years of signing date and the anti-blight language. The City Solicitor recommended endorsing the covenant. The Planning Board also noted that the amended covenant is not in long form. They stated that in the future, all amended covenants need to be in "long" form.

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

To accept and file correspondence from the City Solicitor.

On a motion made by Mr. Hodge, seconded by Mr. Hanson it was duly voted:

To accept and endorse the First Amendment to the Covenant for Commonwealth Heights.

Davis Estates (Bouvin Drive)
Covenant & Legal Correspondence

The Planning Board has received an amended covenant from the developer's attorney. The City Solicitor has reviewed the covenant and has recommended a few changes before the Planning Board can endorse the covenant.

On a motion made by Mr. Hodge, seconded by Mr. Hanson it was duly voted:

To accept and file correspondence, return the covenant to Mr. Cipriano and incorporate the appropriate changes as requested by the City Solicitor.

Forest Trail (Mosher Lane)
Extend Agreement

Daniel Burger, Attorney for Avidia Bank, is requesting an extension for the Agreement between the Planning Board and his client. With this submission, the Planning Board must gather information making sure the site is blight free, all taxes are paid, engineering checklist and the Legal Department needs to review the Agreement before the Planning Board can endorse. Mr. Burger also asked about the possibility of starting the subdivision on it's year maintenance period. Mr. Baldelli stated he would look into it and report back to the Board.

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

To accept and file correspondence.

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

To ask the Code Enforcement office if the subdivision is free of blight; to ask the City Engineers office the status of the subdivision, ask the Tax Collectors office is all taxes are paid to date and send the new agreement to the City Solicitor for his review.

PENDING SUBDIVISION PLANS: Updates and Discussion

PRELIMINARY/ OPEN SPACE SUBDIVISION SUBMITTALS

DEFINITIVE SUBDIVISION SUBMISSIONS

Marlborough Elms
Submittal of Definitive Plans
135 days: August 4, 2009

The developer Marlborough Elms is submitting a definitive plan for 289 & 401 Elm Street.

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

To refer the plans to the Engineering Department and to set a public hearing date of April 27, 2009 at 7:30 pm.

SCENIC ROADS

SIGNS

Price Chopper

At the last meeting the Planning Board asked Tom Wheller of AJ Signs, Price Choppers' representative, to have a representative from Price Chopper at tonight's meeting. Mr. Trieste Savona, Director of Design for Price Chopper, spoke on behalf of his company and was deeply apologetic. Mr. Savona stated that getting a permit and seeing if the additional signage was overlooked by him and his staff. If he had known a permit was needed that he would have applied for a permit before having the signs installed. Price Chopper already has a variance for 187 square feet of flat wall signs and is seeking an additional 200 square feet for the non-permitted signs.

Mr. Fay stated that there has to be some other justification for a variance than the applicant's desire to erect a sign in keeping with their corporate branding. In the past, The Planning Board has asked the applicant to establish some hardship other than the purchase of a non-permitted or non-compliant sign, or some hardship related to the unique character of the property. At the end, Mr. Fay thought, that in his opinion, the proponent did not establish a justification for the variance. The Planning Board did not establish enough facts that warrant a variance.

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

To **DENY** the additional flat wall signage and allow a grace period of 7 business days to remove the additional non-permitted signage.

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

To send correspondence to Price Chopper to thank them for being great neighbors to the City of Marlborough and their employees passion about their company.

INFORMAL DISCUSSION

COMMUNICATIONS/CORRESPONDENCE

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

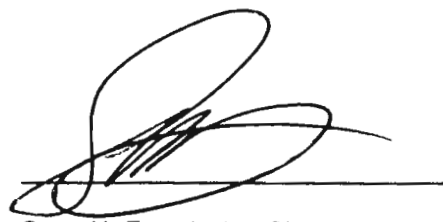
To accept all of the items listed under communications and/or correspondence.

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

To adjourn at 8:02 p.m.

A TRUE COPY

ATTEST:



Sean N. Fay, Acting Clerk

174

City of Marlborough
Commonwealth of Massachusetts



PLANNING BOARD

Barbara L. Fenby, Chair
Steve Kerrigan, Clerk
Philip J. Hodge
Edward F. Coveney
Clyde L. Johnson
Robert Hanson
Sean N. Fay

PLANNING BOARD MINUTES
April 6, 2009
7:00 PM

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

The Planning Board for the City of Marlborough met on Monday, April 6, 2009 in Memorial Hall, 3rd floor, City Hall, Marlborough, MA 01752. Members present: Barbara Fenby, Chairperson, Steven Kerrigan, Phillip Hodge, Robert Hanson, Edward Coveney and Sean Fay. Also present: Assistant City Engineer Richard Baldelli.

MINUTES

Meeting Minutes March 9, 2009

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

To accept and file the Meeting Minutes of March 9, 2009.

Meeting Minutes March 23, 2009

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

To accept and file the Meeting Minutes of March 23, 2009 with the minor changes.

CHAIRS BUSINESS

Mr. Kerrigan asked if the legal representation for the Residences of Oak Crest has sent a copy of the recording for the Certificate of Performance that was signed at the March 9, 2009 meeting. Mrs. Lizotte confirmed that there was no recording information sent to the Planning Board.

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

To send correspondence requesting proof of recording for the Certificate of Performance.

APPROVAL NOT REQUIRED PLAN

***Pleasant Street/Fitchburg Street
Submittal***

Mr. Steven Steen presented the new ANR plan. This new plan shows the old road layout for "Old Fitchburg Street" has a 50' foot road opening then the previous proposed of 30'. Mr. Steen stated that this plan complies with the current standard for zoning.

On a motion by Mr. Kerrigan, seconded by Mr. Coveney it was duly voted:

To accept and file correspondence; to refer the plan to the Engineering Department for their review and to report back to the Planning Board at their next meeting.

PUBLIC HEARING

SUBDIVISION PROGRESS REPORTS

Update from City Engineer

Mr. Baldelli is hoping to have a new status update at the next meeting.

***Correspondence from Code Enforcement
Commonwealth Heights & Forest Trail***

Ms. Wilderman sent an update on blight correspondence for the Commonwealth Heights and Forest Trail subdivisions. Ms. Wilderman stated that there is old truck parked on the site the Commonwealth Heights subdivision and contacted the developer's attorney for prompt removal. Mr. Kerrigan confirmed that the truck has been removed.

Ms. Wilderman also stated the Forest Trail Subdivision has minor issues regarding general clean-up for the open space and storm debris. She also discussed with Priscilla Ryder, The Conservation Commissioner, elimination of the fence at the top of the cliff on the northerly side of the cul de sac.

On a motion by Mr. Kerrigan, seconded by Mr. Coveney it was duly voted:

To accept and file correspondence.

***Davis Estates (Bouvin Drive)
Amended Covenant & Legal Correspondence***

The Developer's Attorney, Aldo A. Cipriano, made the appropriate changes to the Amended Covenant as asked by the City's Solicitor. While reviewing the changes in the covenant, the City Solicitor found in paragraph 23, a reference to the Tri-Partite Agreement with the book and page number of the first covenant. The City Solicitor recommended to add the following language to the covenant paragraph 23 "And recorded in the Middlesex District Registry of Deed Book 51441, Page 164 on July 15, 2008". He has also recommended with the addition to endorsing the amended covenant and a recommend endorsing that the TPA may need to be revised.

On a motion made by Mr. Kerrigan, seconded by Mr. Coveney it was duly voted:

To accept and file the correspondence from the City Solicitor.

On a motion made by Kerrigan, seconded by Mr. Hanson it was duly voted:

To add the following language "And recorded in the Middlesex District Registry of Deed Book 51441, Page 164 on July 15, 2008" to paragraph 23 of the Amended Covenant and endorse the document.

Eager Court (Eager Court)
Return of Bond

The Assistant City Solicitor, Cynthia Panagore-Griffin, sent correspondence to the Planning Board confirming that the Eager Court Subdivision has been accepted by the City and all documents including the Deed, Plan and Order of Acceptance have been recorded with the Registry of Deeds.

On a motion by Mr. Kerrigan, seconded by Mr. Coveney it was duly voted:

To accept and file the correspondence.

Correspondence from Richard Dipersio

Mr. Dipersio is requesting the return of the Bond. He has attached a recording costs receipt as well as the City Council order of acceptance, the deed and the title examiner's fees.

On a motion by Mr. Kerrigan, seconded by Mr. Coveney it was duly voted:

To accept and file the correspondence.

On a motion made by Mr. Kerrigan, seconded by Mr. Coveney it was duly voted:

To reduce the bond from \$11,000.00 to \$0.00 and to change the subdivision status to completed.

Forest Trail (Mosher Lane)
Legal Correspondence

The City Solicitor has reviewed the Amended and Restated Agreement and with one minor change, Mr. Rider approved the Amended and Restated Agreement.

The City Solicitor also mentioned to the Board of the unpaid taxes for the Open Space Parcels. It was also suggested by both attorney's to have Mrs. Lizotte hold onto the signed agreement until the next meeting when there should be proof of payment of all taxes for the development.

On a motion by Mr. Kerrigan, seconded by Mr. Hanson it was duly voted:

To accept and file correspondence, to endorse the amended agreement and to have the Planning Board Secretary hold the agreement until the next meeting when proof of tax payments has been provided.

Subdivision Checklist

Mr. Steve Poole of Zanca Land Surveying advised the Planning Board that he has reviewed the roadway and in his opinion the Contractor's work has been complete, with the exception of the following items:

- Paving of Emergency Access Roadways.
- Curbing at the end of the Cul-de-sac was installed with a curb cut for the access roadway; they will be seeking a waiver since it was not in the original design.

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- Approved plans show a four (4) foot high concrete retaining wall with a chain-link fence along roadway. Needs Affirmation from the Planning Board and Engineering that the wall was not necessary.
 - They are preparing the final as-builts and legal descriptions.

On a motion by Mr. Kerrigan, seconded by Mr. Coveney it was duly voted:

To accept and file the correspondence and to refer the subdivision checklist to the City Engineer for his review.

PENDING SUBDIVISION PLANS: Updates and Discussion

PRELIMINARY/ OPEN SPACE SUBDIVISION SUBMITTALS

DEFINITIVE SUBDIVISION SUBMISSIONS

SCENIC ROADS

SIGNS

Solomon Pond Mall

KayGee Signs

Mr. Mike Hannigan of KayGee Signs came to speak with the Planning Board on an informal inquiry regarding the possible change of the freestanding sign located at River Road and Donald J. Lynch Blvd. The original sign with the electronic message board was permitted by the Planning Board with a variance and any change would require permission with the Planning Board.

Mr. Hannigan showed the desired layout of the new sign which would have "tiles" that would be sold to the retailers at the mall and the retailers along Donald J. Lynch Blvd. He stated the Mall was not inclined to repair or replace the current message board that has been covered. The Mall would be able to generate a revenue from the advertising on the proposed change of sign.

The Planning Board discussed the new layout. They had some concerns regarding the advertising of the stores. The general propose of the off premise sign is to direct the citizens to the mall, not to advertise the retailers.

Dr. Fenby asked the members to take a look at the sign at the current state to be able to discuss at the next meeting.

INFORMAL DISCUSSION

COMMUNICATIONS/CORRESPONDENCE

On a motion by Mr. Kerrigan, seconded by Mr. Hanson, it was duly voted:

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

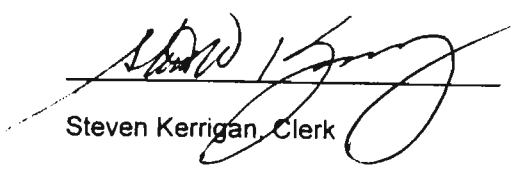
On a motion by Mr. Hanson, seconded by Mr. Kerrigan, it was duly voted:

To adjourn at 8:01 p.m.

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A TRUE COPY

ATTEST:



Steven Kerrigan, Clerk

RECEIVED
MAY 7 2009

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CITY OF MARLBOROUGH
Department of Community Development
255 Main Street
Marlborough, Massachusetts 01752
Voice (508) 460-3715 TDD (508) 460-3610 Facsimile (508) 460-3700

COMMUNITY DEVELOPMENT AUTHORITY MEETING
Thursday, March 26, 2009 8:30 AM
City Hall, 4th Floor Conference Room

MINUTES

CONVENED: Mayor Nancy Stevens called the meeting to order at 8:33 AM.

MEMBERS PRESENT: Mayor Nancy Stevens, Lynn Faust, Dr. Muir, Camille Duridas, Steven Vigeant

MEMBERS ABSENT: Michael Hogan, David McCabe

OTHERS PRESENT: Kevin Flynn, Jackie Malloy, Betsy Roszko, Diane Smith, Tom Abel, and newspaper reporter Joan Simoneau.

APPROVAL OF MINUTES: Motion by Dr. Muir, seconded by Faust, to accept and file the minutes of the regular Meeting of February 27, 2009, as amended. Passed unanimously.

APPROVAL OF WARRANT: Vigeant requests not paying Ciccolo bill for CDBG work until next month. Want to hold payment until entire project complete. Motion made by Vigeant, seconded by Dr. Muir to pay all other bills. Passed 4 to 1 with Mayor in opposition.

EXECUTIVE DIRECTOR'S REPORT: Mr. Flynn submitted a monthly update to all members. Flynn discussed that staff continues to track foreclosure information on a weekly basis. Flynn informs members that CHAPA and the Warren Group jointly established a database of foreclosures in Massachusetts which is available to CHAPA members. Using the database will be more efficient than staff compiling a separate inventory. Vigeant would like to see a comparison of what staff is finding to be sure that CHAPA is as accurate. Duridas mentions that

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staff has access to MLS which could be more accurate. Motion made by Faust, seconded by Muir to go forward with CHAPA information for comparison. Passed unanimously.

Flynn informed the Members that he will be holding bi-weekly staff meetings with the CDA and Housing Staff. He meets every other week with the Mayor, Tom Wellen of Marlborough 2010 and Nancy Savoie, City Planner, to discuss current development issues.

Vigeant would like to see the CDA purchase a property, fix it up and sell it within the next month. Flynn reminded the board that the CDA already owns Emmett Street and needs to decide what to do with that property. He will have a rehab inspector go through the property to determine potential rehab costs. Motion by Dr. Muir, seconded by Vigeant, to accept and place Flynn's report on file. Passed unanimously.

HOUSING DIRECTOR'S REPORT:

Bills Payable. Members reviewed the payables. Motion by Faust, seconded by Muir, to approve bills payable; also transfers; pet deposit refund check dated March 11, 2009; and landlord payments (HAP) for Section 8 and AHVP for March 11, 2009. Passed unanimously.

Window Replacement / Workplan 1004. All apartment windows have been completed. The third, fourth and fifth floor units have been checked for the punch list. Project remains on schedule. Common area windows are being replaced. DHCD approved Change Order #1 for \$62,533.00 for additional work on the exterior (broken bricks, stress cracks, and recaulking A/C sleeve units.

Elevator Upgrade. DHCD approved Syska Hennessey Group's second submittal of plans and specifications but has not yet given permission to solicit bids. DHCD is re-prioritizing many projects that were ready to proceed. Stimulus funds have been provided to DHCD for state public housing. Ali Makke, Project Manager, has told us we should be able to go out to bid next fiscal year.

Executive Office of Labor and Workforce. EOLW issued new wage rates for maintenance workers effective April 1, 2009. One position classified as maintenance laborer/groundskeeper/custodian will remain at last year's hourly rate; the other 2 positions are scheduled to increase by 6.5%.

Other. Energy audits will be scheduled for the housing division buildings.

Motion by Muir, seconded by Vigeant, to accept the report. Passed unanimously.

SUBORDINATION REQUEST: Motion made by Vigeant, seconded by Faust to table and address at the next meeting.

Flynn explains to the Members that it may be necessary to meet early next month. The Members agree to meet on Thursday, April 16, 2009 at 8:30 AM.

Motion by Mayor Stevens to adjourn at 9:19 AM, by unanimous consent.

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CITY OF MARLBOROUGH
Department of Community Development
255 Main Street
Marlborough, Massachusetts 01752
Voice (508) 460-3715 TDD (508) 460-3610 Facsimile (508) 460-3700

COMMUNITY DEVELOPMENT AUTHORITY MEETING
Thursday, April 16, 2009 8:30 AM
City Hall, 4th Floor Conference Room

MINUTES

CONVENED: Mayor Nancy Stevens called the meeting to order at 8:30 AM.

MEMBERS PRESENT: Mayor Nancy Stevens, Michael Hogan, Dr. Muir, Camille Duridas, Steven Vigeant and David McCabe

MEMBERS ABSENT: Lynn Faust

OTHERS PRESENT: Jackie Malloy and Betsy Roszko

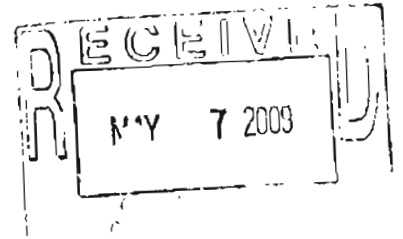
SUBORDINATION: Motion made by Dr. Muir, seconded by Duridas to approve the Subordination agreement with the stipulation that the homeowners begin paying their monthly payments starting on May 1, 2009. Passed unanimously

APPROVAL OF CDA WARRANT: Discussion. Motion made by Dr. Muir, seconded by Duridas to approve the CDA bills payable. 5 to 1 vote, Vigeant opposed. Passed

HOUSING BILLS PAYABLE: Reviewed payables. Motion made by Dr. Muir, seconded by Duridas to approve the bills payable dated April 16, 2009, the transfers to the Revolving Account, and the Housing Assistance Payments to landlords dated April 1, 2009. Pass unanimously

Members asked to receive a monthly foreclosure list from staff.

Motion made by Mayor Nancy Stevens to adjourn at 8:44 A.M., by unanimous consent.



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

Traffic Commission

The Regular Meeting of the Traffic Commission was held on Tuesday, April 28, 2009 at 10:05 a.m. in City Council Committee Room, City Hall. Members present: Chairman Police Chief Mark Leonard, Vice Chairman - DPW Commissioner Ronald LaFreniere, Fire Chief David Adams, City Clerk Lisa M. Thomas and City Planner Nancy Savoie. Also present: Timothy Collins, Engineering Division, City Councilor Ed Clancy, City Councilor Don Landers and Deborah Fairbanks from Renaissance Lofts. Minutes taken by: Karen Lambert, MPD Records Clerk.

1- Minutes

That the minutes of the Traffic Commission meeting of Tuesday, March 31, 2009. MOTION was made, seconded, duly VOTED:
To APPROVE.

2-New Business

2a. Communication from Councilors Vigeant and Seymour, re: signage diverting truck traffic onto Granger Boulevard.

Councilors Vigeant and Seymour have indicated that the signage on Rte. 20 diverting traffic onto Granger Blvd. may be taking passerby traffic away from the downtown area. They asked if there was a way to only divert truck traffic away from downtown and therefore encourage all other traffic to proceed downtown. Ron LaFreniere stated that the current signage is consistent with the routes we have, i.e. most traffic for Route 85 South will use Granger Blvd. The parking garages are also accessed by Granger Blvd. Route 20 was diverted intentionally. The by-pass to Granger was intended to be what it is – a by-pass. He stated that 20,000 to 25,000 vehicles per day travel on Route 20. This traffic is not intended for Main Street.

Lisa Thomas suggested a possible sign at the top of Main Street listing some of the business/store names.

MOTION was made, seconded, duly VOTED to look at the signage there now and see if any changes can be made and refer back at the next meeting.
To APPROVE.

2b. Communication from Gretta Holland, re: Request for crosswalk and associated signage on Chestnut St. @ Pleasant St.

Concern is for the elderly at Christopher Heights crossing Chestnut Street to go to Tedeschi's Market. Ron LaFreniere stated that there is a faded crosswalk there and that it is slated for painting by the DPW. Tim Collins advised that there are advance warning signs for crosswalks but that there are no signs in that area now.

MOTION was made, seconded, duly VOTED to refer to the DPW to look into advance warning signs that would be appropriate.

To APPROVE.

3-Old Business

3h. Crosswalk on Lincoln Street near Winthrop St. – Artist Lofts

Tim Collins has looked into this issue and prepared a memo to the Traffic Commission with his findings. In brief, his department does not look favorably on the new location requested for the crosswalk. It was requested that the crosswalk be located at a driveway apron already in existence. He did not feel that this was safe for pedestrians. Also, this area is too steep for a person in a wheelchair to maneuver safely. He indicated that the crosswalk should be located where originally outlined in the Approved Site Plan. His department researched midblock crosswalks and found guidelines from the State of Minnesota which could be helpful in determining the actual need for a crosswalk. The need is based on 1) # of vehicles - i.e. Average Daily Traffic count (ADT) and 2) # of pedestrians crossing in peak hours. Ron LaFreniere asked if there was any criteria listed in MUTCD (Manual on Uniform Traffic Control Devices). Tim could not find anything.

Deborah Fairbanks showed a picture of a school bus dropping off children at this location and then having to cross the street. Deborah gets complaints and requests from residents all the time about the need for a crosswalk in this area. She did not understand why this needed to be turned into an expensive traffic study now. They have already paid for a traffic study. At the time of construction there was a depression in the curb and they could have accommodated the sidewalk requirements. The sidewalk has since been rebuilt and now appears that it would have to be reconstructed again.

Deborah stated that neither of the sidewalks on Lincoln Street currently meet ADA requirements. Ron LaFreniere said that we need to differentiate between existing sidewalks and creating new ones. Any new sidewalks would need to meet current regulations. We are talking about putting a sidewalk in the middle of a busy street where one does not currently exist. We don't want to set a precedent. Ron stated that a study, using the Minnesota guidelines, would probably show that a crosswalk was needed.

There was some discussion as to whether the crosswalk was a requirement of the Special Permit for the site. Deborah stated that she wants one regardless of whether it was initially required in the permit. (Lisa Thomas passed out copies of the special permit. The sidewalk is not a requirement). Deborah asked about the procedure for "calming traffic". She talked about possibly bringing out the curb for a tree and putting in side

street parking. She felt that widening the sidewalk in a few specific locations would solve many problems. This would also help with sight concerns coming out of Winthrop Street. Chief Leonard questioned the funding for this type of a project. He said that the Traffic Commission does not have any approval on funding. This would be a fairly significant cost that would possibly be a part of a capital funding request. Ron stated that all capital requests need to be approved by the City Council and would be measured against all other requests. He mentioned that a better option may be a request for Community Development Funding. Deborah asked if it would help that the Lofts are located in an "economic target area". She wanted to know the procedure for making this type of request. She initially came to the Traffic Commission at the direction of Pam Wilderman.

Ron LaFreniere said that the best idea is to talk to her City Councilor, Rob Seymour, and have him make a request, on her behalf, to the Community Development Authority. He felt that it would probably be well received. He said to have Councilor Seymour contact the Engineering Department with regard to the scope of the project. They can give basic estimates on cost etc. which can be given to the Community Development Authority for consideration.

Chief Leonard advised that in the meantime, the police will try to take enforcement action, possibly using the Radar Speed Board. We need to get the message out to the public to slow down in this area.

MOTION was made, seconded, duly VOTED to recommend that Deborah Fairbanks contact Councilor Seymour and proceed from there as directed.

To APPROVE.

3a. Long term oversized vehicle ordinance.

MOTION was made, seconded, duly VOTED:

To TABLE.

3b. Municipal off street parking regulation.

MOTION was made, seconded, duly VOTED:

To TABLE.

3c. High School parking regulations.

MOTION was made, seconded, duly VOTED:

To TABLE

3d. Communication from Barbara McGann, re: Request for school zone on Forest St. near AMSA Charter School.

Chief Leonard stated that he has received another letter from Barbara McGann, dated 4/16/09. Ron indicated that a reconstruction project for Forrest Street is currently under design; however, there are a number of problems in this area. The biggest issue is the increased enrollment at AMSA. The numbers are larger than what was expected when the school was created. Chief Leonard indicated that the onus is on them for a speed study

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to be conducted. Parents are parking at HP and crossing the street to pick up children and then re-crossing. There are a lot of issues going on. There is both business traffic and school traffic in the area. Ron LaFreniere said that the current problems are not part of the original site plan approval. That existing plan is now being compromised. The usage has changed from what was originally approved in the site plan. The Site Plan may need to be revisited. Chief Leonard agreed that there are numerous safety issues that need to be addressed.

MOTION was made, seconded, duly VOTED:

To TABLE, but Chief Leonard will talk to Barbara McGann with regard to the safety issues.

3e. Communication from Joe Camar, re: Traffic concerns on Donald Lynch Blvd. near Sports Authority store.

Tim Collins has looked into this issue and prepared a memo to the Traffic Commission with his findings. In brief, the options are 1) Signalization of the intersection of Donald Lynch Blvd. and the entrance to Sports Authority/Old Navy. This would require an extensive traffic study. 2) Restrict Left Turn out of the parking lot. He presented three U-turn options for traffic, i.e. for both passenger vehicles and commercial vehicles and suggested that this information be forwarded to the property owner to assist them in making a decision on how to handle the traffic at their location.

It is the recommendation of the Traffic Commission to use the No Left Turn option and let the property owner review the findings and determine the best option for truck traffic and to obtain any necessary approvals.

MOTION was made, seconded, duly VOTED to refer the issue back to Joe Camar with the findings of the Engineering Department.

To APPROVE.

3f. Communication from Jeff Niedzwecki, re: Speeding concerns on Stevens St. near Rte. 20.

Ron LaFreniere said that signage will be posted, probably today, at the Cemetery. The speed limit is 20mph in this area. It is currently posted at another location on the road.

MOTION was made, seconded, duly VOTED:

To TABLE

3g. Communication from First Student, re: Grant of Authority for on-site traffic and parking rules/regulations at their Hayes Memorial Site.

Tim Collins has reviewed the permit and found that nothing needs to be regulated at this site. No action is necessary at this time.

MOTION was made, seconded, duly VOTED:

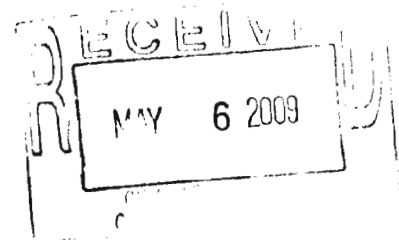
To REMOVE.

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

Respectfully submitted,
Karen L. Lambert - Records Clerk, MPD

Marlborough High School
School Council Minutes
Meeting held April 1, 2009



20,

Attendees:

Diane Dougherty, Carol Harris, Heidi Matthews Darren McLaughlin, Sherry Norton, Linda Ossing, Marlene Manell, Claude Tsai, George Whapham, Julie Baker, Jennifer Lofberg, William Rigney, Derek Maxwell, Deb Roy

Agenda Items:

1) School News

a) AP Potential Night

i) The event was attended by approximately 77 parents/students.

b) Worcester Regional Science Fair

i) There were 12 projects/15 students that were presented in the fair. We had the following winners:

(1) Sarah Dougherty – First Place Award

(2) Anisha Gundewar and Rebecca Baur – First Place Award

(3) Melisa Diaz – Third Place Award

(4) Karl Chung and Ryan Saliga – Fourth Place Award

Anisha and Rebecca will be attending the International Science Fair in Reno, NV May 9th -16th.

2) Budget Information

Budget Presentations were made by the following departments:

a) Health & Wellness – Mary Kelleher

Budget includes requests for replacement equipment (which includes supporting the Alternative school ~ \$5,500 - \$7,000

Instructional materials expense is approximately \$2,000.

Requesting a new rowing machine.

TV's and DVD players are in need of replacement as well.

Total budget request is for \$17,600

b) Math – Elyssa Miller

Request includes new textbooks for both Pre-Calc and Calculus.

Total Budget request is for \$26,000

c) English – Paul Ciavola

Replenish textbooks and novels

Adding books to the library

LCD Monitors and plagiarism detection software

Oxford Dictionary on-line access

Total budget request is for \$29,000

d) History & Social Science – Bruce Kurth

Need some technological updates including projectors and/or Smartboards.

Also need for Timeliner software

2

Department has grown from 13 to 17 FTE's and 1,100 to 1,600 students in the time that Bruce has been the department head. It has also been level-funded throughout that time.

Total budget request is for \$55,452

- e) Alternative School – Phoenix Program - Wayne Labbe

Total budget request is for \$13,000

- f) Jonathan Rosenthal – Music

Instructional Materials - \$6,900

Equipment - \$7,000

Maintenance & Repair - \$5,000

Transportation - \$6,900

Student Activities - \$3,550

Music Groups - \$2,600

Areas of concern lie within technology advancements

Total budget request is for \$31,950

- g) Christine Randall – Business/Information & Technology/VHS

Requests include Office 2007, workbooks for Accounting, On-Line Typing Software, WebCams and Flip Video cameras

Also the need for the Adobe suite of software

Total budget request is for \$16,000

- 3) NEASC Update

- a) Curriculum was approved on March 18th.

- b) Instruction will be presented April 15th.

- 4) Other

- a) Derek Maxwell discussed the use of i-pods and cell phones during school hours. There was a brief discussion concerning putting together a policy regarding their use during the school day.

- 5) Next meeting – Wednesday, May 6th to review the SIP