

REGULAR MEETING
APRIL 28, 2008

IN CITY COUNCIL
ABSENT:

CONVENED:
ADJOURNED:

1. Minutes, City Council Meeting, April 7, 2008.
2. Communication from the Mayor re: budget transfer request on behalf of DPW in the amount of \$13,880.00 which would move funds from Motor Vehicle Repairman to Temporary Part-Time Help for continued coverage due to employee injury.
3. Communication from the Mayor re: budget transfer request in the amount of \$26,000.00 which would move funds from Solid Waste to Vehicle Maintenance and Water Plant to cover unanticipated/more costly repairs and to increase production at the Millham Water Treatment Plant respectively.
4. Communication from the Mayor re: DPW receiving a Municipal Sustainability grant in the amount of \$17,617.80 from the Massachusetts Department of Environmental Protection.
5. Communication from the Mayor re: DPW receiving a Municipal Sustainability Climate Protection grant in the amount of \$12,000.00 from the Massachusetts Department of Environmental Protection.
6. Communication from the Mayor re: City Auditor Diane Smith successfully passing the certification exam offered by the Massachusetts Municipal Auditor's and Accountant's Association.
7. Communication from the Mayor re: reappointments of Sheila Brecken, Paulina Lynch and Catherine Mockus to the Council on Aging for terms expiring on May 1, 2012.
8. Communication from the Mayor re: renewal of GIS Revolving Fund.
9. Communication from the Mayor re: renewal of Sligo Water Tank Revolving Fund.
10. Communication from the Mayor re: renewal of Fairmont Hill Revolving Fund.
11. Communication from the City Clerk re: 2008 Special Ward Five Election Call.
12. Communication from the City Solicitor re: RFP/Lease of Bigelow School.
13. Application of Richard Roach d/b/a Hudmar Ltd. for renewal of Junk Dealer's license.
14. Application for "Second" Special Permit from Boston Post Rd LLC for permission to construct and operate a car wash at 355 Boston Post Rd. West as it is also located in the Water Supply Protection District.
15. Application from Gary White, Trustee of 566 and 574 Lincoln St. Realty Trust to construct 19 new townhouse condominium units on Lincoln St., Map 80, parcels 47, 48 & 51.
16. Communication from Dept. Public Utilities re: NSTAR Gas Company Annual Report/Chapter 164, Section 84A.
17. Communication from the Commonwealth of Massachusetts, Executive Office of Environmental Affairs, re: Environmental Notification Form.
18. Communication from Commonwealth of Massachusetts, Executive Office of Transportation, Massachusetts Highway Department, re: I-495/I-290 Interchange Project.
19. Minutes, Planning Board, March 24, 2008.
20. CLAIMS:
 - A. Robert Manion, Jr., 275 Mechanic St., vehicle damage
 - B. Coleen Logomasini, 141 Raymond Rd., vehicle damage, personal injury, vehicle accident
 - C. Shirley Borella, 117 Bolton St., property damage
 - D. Kerrie Brasington, 24 Gregoire Dr., vehicle damage
 - E. David Winske, 271 Farm Rd., vehicle damage
 - F. Michael Kaczmarek, 40 Lakeshore Dr., Hudson, MA, vehicle damage
 - G. Rick Valdez, 1 Hobbleshush Rd., Shrewsbury, MA, vehicle damage
 - H. Nancy Cavallo, 566 Hosmer St., property damage
 - I. Sean Cudmore, 560 Hosmer St., property damage
 - J. Carole Ricciuti, 236 Framingham Rd., vehicle damage

REPORTS OF COMMITTEES:

21. ORDERED: That the City Clerk and Public Facilities Director be requested to study the feasibility of establishing an alternative to the Ward 4 polling place and report their findings to the City Council within ninety days.Submitted by Councilor Juaire
22. ORDERED: That the Mayor and DPW Commissioner be requested to develop a recycling plan to deal with the potential increase in disposal of analog-based televisions in early 2009.Submitted by Councilor Schafer

UNFINISHED BUSINESS:

From Personnel Committee

23. **Order No. 08-1001830 - Appointment of Ray Hale and Janice Merk to the Board of Library Trustees whose terms expire on the First Monday in February 2011 - Mr. Hale and Ms. Merk will be replacing Linda Ossing and Krtisten Macina whose terms expired on February 5, 2008. Recommendation of the Personnel Committee is to approve 3-0.**

From Legislative and Legal Affairs Committee

24. **Order No. 08-1001819 – Grant of Easement to City from George T. Voyiatzis. - Communication from the Commissioner of Public Works re: Grant of Easement to the City of Marlborough from Gorge T. Voyiatzis, Trustee of the Bolton Granger Realty Trust, to provide more efficient access and egress to and from South Bolton St. and Weed St. Ext. Recommendation of the Legislative and Legal Affairs Committee is to approve 3-0.**
25. **Order No. 08-1001831 – Temporary Easement to NSTAR for 215 Maple St. - Communication from the Mayor requesting that the City of Marlborough grant a temporary utility easement to NSTAR for equipment and appurtenances for 215 Maple St. Recommendation of the Legislative and Legal Affairs Committee is to approve 3-0.**
26. **Order No. 08-1001832 - Temporary Easement to Massachusetts Electric Co. across Assabet Rail Trail and beneath Crowley Dr. - Communication from the Mayor requesting that the City of Marlborough grant a temporary utility easement to Massachusetts Electric Co. for equipment and appurtenances across Assabet Rail Trail and beneath Crowley Dr. Recommendation of the Legislative and Legal Affairs Committee is to approve 3-0.**
27. **Order No. 08-100841 - Communication from State Lottery Commission re: Keno-to-go. - The Committee received an update that this was a matter regarding the issuance of a lottery license. The Licensing Board was the appropriate body to address the communication. The City Solicitor provided a copy of the communication to the Licensing Board prior to their March 26th meeting. Recommendation of the Legislative and Legal Affairs Committee is to accept and place on file 3-0.**

From Finance Committee

28. **Order No. 08-1001827 - Police and Fire Department Transfers to Cover Overtime for \$146,120.90** – The Finance Committee reviewed the Mayor’s letter dated March 19, 2008 requesting a budget transfer in the amount of \$146,120.96 to fund a deficit in the overtime line items for both the police and fire departments as a result of injuries. **Recommendation of the Finance Committee is to approve 5-0.**
29. **Order No. 08-1001829 - Transfer \$180,000 from Undesignated Funds to DPW Fuels Account** - The Finance Committee reviewed the Mayor’s letter dated March 19, 2008 requesting a transfer of \$180,000 from Undesignated Funds to DPW Fuels account to cover the increased cost of fuel. The Finance Committee reduced the requested amount by \$30,000 requesting that the departments implement fuel consumption reduction measures. **Recommendation of the Finance Committee is to reduce the requested transfer by \$30,000 and approve the transfer of \$150,000 by a vote of 4-1. Councilors Ossing, Ferro, Levy and Delano in favor and Councilor Landers opposed.**
30. **Order No. 08-1001794 - Mayor’s 2008 Capital Bond Request** - The Finance Committee reviewed the Mayor’s letter dated February 5, 2008 that contained 11 capital bonds totaling \$12,076,463.62. The Finance Committee met with the Mayor and Department Heads and discussed the following:
- Review the financial impact of the proposed bonds on future budgets
 - Review the status of existing bonds that have been approved to ensure appropriated funds are being expended
 - Review the proposed bonds before the council

The Mayor reported that there is \$1,648,687.97 remaining in existing bonds that is available for future bond requests. The Finance Committee agreed to meet again on Monday April 14, 2008 at 6 PM to continue discussion of the capital bonds. **Recommendation of the Finance Committee is to table 5 – 0.**



CITY OF MARLBOROUGH
OFFICE OF CITY CLERK
Lisa M. Thomas
140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752
(508)460-3775 FAX (508)624-6504
APRIL 7, 2008

Regular meeting of the City Council held on Monday APRIL 7, 2008 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors present: Levy, Ossing, Pope, Vigeant, Delano, Ferro, Schafer, Juaira, Clancy and Landers. Meeting adjourned at 9:00 p.m.

ORDERED: Minutes, City Council meeting, March 24, 2008, **FILE** as amended; adopted.

ORDERED: Now being the time set for the PUBLIC HEARING on the application of Boston Post 355 LLC requesting construction and operation of a car wash at 355 Boston Post Rd. West, all were heard who wish to be heard, hearing adjourned at 8:35 p.m., **IN URBAN AFFAIRS COMMITTEE**; adopted.

ORDERED: That the following final transfer request in the amount of \$826,950.00 relative to repayment of the loan previously made to the Healthcare Trust, **APPROVED**; adopted.

FROM:

Acct. # 870-59610 \$826,950.00
Health Insurance Trust

TO:

Acct. # 836000-11515 \$826,950.00
Stabilization

ORDERED: That the following budget transfer request in the amount of \$56,250.00 which would move funds from Undesignated Funds to Stabilization-Route 20 Pedestrian, Stabilization-Route 20 Beautification and Police Cruiser accounts, due to monies received as part of Special Permit 04-100565D/Condition 13-B and Special Permit 06-1001025B/condition 19-A & B, **APPROVED**; adopted.

FROM:

Acct. # 100-35900 \$56,250.00
Undesignated Funds

TO:

Acct. # 83600-32719 \$25,000.00
Stabilization-Route 20 Pedestrian

Acct. # 83600-32720 \$6,250.00
Stabilization-Route 20 Beautification

Acct. # 19300006-58508 \$25,000.00
Police Cruiser

ORDERED: That the following budget transfer requests in the amount of \$402,000.00 **AND/OR** \$50,000.00 which would move funds from Stabilization to Computer Hardware **AND/OR** DPW Projects, refer to **FINANCE COMMITTEE**; adopted.

FROM:

Acct. # 836000-11515	\$50,000.00
Stabilization	

AND/OR

FROM:

Acct. # 836000-11515	\$402,000.00
Stabilization	

TO:

Acct. # 19300006-58514	\$50,000.00
DPW Projects	

AND/OR

TO:

Acct. # 19300006-58618	\$402,000.00
Computer Hardware	

ORDERED: That the following budget transfer request in the amount of \$9,500.00 re: costs associated with inspections and supplies for "Leavitt" parcel which would move funds from Inspectional Stabilization to Professional Technical, Assistant Plumbing Inspector, and Office Supply accounts, refer to **FINANCE COMMITTEE**; adopted.

FROM:

Acct. # 836000-32717	\$9,500.00
Inspectional Stabilization	

TO:

Acct. # 1241004-53180	\$8,200.00
Professional & Technical	

Acct. # 1241001-50960	\$1,000.00
Assistant Plumbing Inspector	

Acct. # 1241004-55422	\$300.00
Office Supplies	

ORDERED: That the Marlborough Police Department was awarded a \$15,000.00 Traffic Enforcement and Equipment Grant for the purpose of Traffic Enforcement Patrols (\$10,000.00) and Lidar/Radar Equipment purchases (\$5,000.00) from the Commonwealth's Executive Office of Public Safety-Highway Safety Division, **APPROVED**; adopted.

ORDERED: That the appointment of Albert R. Desimone to the position of Plumbing Inspector whose term expires on February 11, 2011, refer to **PERSONNEL COMMITTEE**; adopted.

ORDERED: That the appointment of Sem Aykanian to the Zoning Board of Appeals, refer to **BACK TO THE MAYOR**; adopted.

ORDERED: That the appointment of Attorney Gregory Mitrakas to the License Commission whose term expires on May 31, 2012, refer to **PERSONNEL COMMITTEE**; adopted.

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- ORDERED: That the reappointments of Robert Lazaros and Karl Vigeant to positions on the Recreation Commission whose terms expire on May 6, 2013, refer to **PERSONNEL COMMITTEE**; adopted.
- ORDERED: That the reappointments of David Williams and John Skarin to the Conservation Commission whose terms expire on March 5, 2011, refer to **PERSONNEL COMMITTEE**; adopted.
- ORDERED: That the reappointment of Varoojian Aykanian as Voter Registrar whose term expires on April 1, 2011, refer to **PERSONNEL COMMITTEE**; adopted.
- ORDERED: That the reappointments of George Whapham and Diane Halper to the Arts Lottery Council whose terms expire on May 1, 2010 and appointments of Cheryl Desautels, Nena Bloomquist, Jackie DiBuono and Ruth Crowell to the Arts Lottery Council, refer to **PERSONNEL COMMITTEE**; adopted.
- ORDERED: That the alternate appointment of Richard Towle on the Council on Disabilities whose term is three years commencing upon confirmation, refer to **PERSONNEL COMMITTEE**; adopted.
- ORDERED: That there being no objection thereto set **MONDAY, MAY 12, 2008** as the date for a **PUBLIC HEARING** on the application for Special Permit from MetroPCS Massachusetts, LLC for proposed installation of a Telecommunication Facility onto existing building located at 450 Boston Post Rd., refer to **WIRELESS COMMUNICATIONS COMMITTEE AND ADVERTISE**; adopted.
- ORDERED: That there being no objection thereto set **MONDAY, MAY 12, 2008** as the date for a **PUBLIC HEARING** on the application for Special Permit from MetroPCS Massachusetts, LLC for proposed installation of a Telecommunication Facility onto the existing Telecommunications Tower located at 75 Donald Lynch Blvd., refer to **WIRELESS COMMUNICATIONS COMMITTEE AND ADVERTISE**; adopted.
- ORDERED: That the Minutes, Board of Assessors, March 28, 2008, **FILE**; adopted.
- ORDERED: That the Minutes, Planning Board, March 10, 2008, **FILE**; adopted.
- ORDERED: That the TransReport, March/April, 2008, **FILE**; adopted.
- ORDERED: That the following **CLAIMS**, refer to the **LEGAL DEPARTMENT**; adopted.
- A. Bill Delguzzo, 92 Bracken Dr., vehicle damage
 - B. Michael Jaworek, 36 Berlin Rd., property damage
 - C. Gene Egizi, 46 Berlin Rd., property damage
 - D. Lilien Realty, LLC, 342 Lincoln St., property damage

Reports of Committees:

Councilor Clancy reported the following out of the Personnel Committee:

Order No. 08-1001830 - Appointment of Ray Hale and Janice Merk to the Board of Library Trustees whose terms expire on the First Monday in February 2011 - Mr. Hale and Ms. Merk will be replacing Linda Ossing and Kristin Macina whose terms expired on February 5, 2008. Recommendation of the Personnel Committee is to approve 3-0.

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

Order No. 08-1001819 – Grant of Easement to City from George T. Voyiatzis. - Communication from the Commissioner of Public Works re: Grant of Easement to the City of Marlborough from Gorge T. Voyiatzis, Trustee of the Bolton Granger Realty Trust, to provide more efficient access and egress to and from South Bolton St. and Weed St. Ext. **Recommendation of the Legislative and Legal Affairs Committee is to approve 3-0.**

Order No. 08-1001831 – Temporary Easement to NSTAR for 215 Maple St. - Communication from the Mayor requesting that the City of Marlborough grant a temporary utility easement to NSTAR for equipment and appurtenances for 215 Maple St. **Recommendation of the Legislative and Legal Affairs Committee is to approve 3-0.**

Order No. 08-1001832 - Temporary Easement to Massachusetts Electric Co. across Assabet Rail Trail and beneath Crowley Dr. - Communication from the Mayor requesting that the City of Marlborough grant a temporary utility easement to Massachusetts Electric Co. for equipment and appurtenances across Assabet Rail Trail and beneath Crowley Dr. **Recommendation of the Legislative and Legal Affairs Committee is to approve 3-0.**

Order No. 08-100841 - Communication from State Lottery Commission re: Keno-to-go. - The Committee received an update that this was a matter regarding the issuance of a lottery license. The Licensing Board was the appropriate body to address the communication. The City Solicitor provided a copy of the communication to the Licensing Board prior to their March 26th meeting. **Recommendation of the Legislative and Legal Affairs Committee is to accept and place on file 3-0.**

Councilor Ossing reported the following out of the Finance Committee:

Order No. 08-1001827 - Police and Fire Department Transfers to Cover Overtime for \$146,120.90 – The Finance Committee reviewed the Mayor’s letter dated March 19, 2008 requesting a budget transfer in the amount of \$146,120.96 to fund a deficit in the overtime line items for both the police and fire departments as a result of injuries. **Recommendation of the Finance Committee is to approve 5-0.**

Order No. 08-1001829 - Transfer \$180,000 from Undesignated Funds to DPW Fuels Account - The Finance Committee reviewed the Mayor’s letter dated March 19, 2008 requesting a transfer of \$180,000 from Undesignated Funds to DPW Fuels account to cover the increased cost of fuel. The Finance Committee reduced the requested amount by \$30,000 requesting that the departments implement fuel consumption reduction measures. **Recommendation of the Finance Committee is to reduce the requested transfer by \$30,000 and approve the transfer of \$150,000 by a vote of 4-1. Councilors Ossing, Ferro, Levy and Delano in favor and Councilor Landers opposed.**

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Order No. 08-1001794 - Mayor's 2008 Capital Bond Request - The Finance Committee reviewed the Mayor's letter dated February 5, 2008 that contained 11 capital bonds totaling \$12,076,463.62. The Finance Committee met with the Mayor and Department Heads and discussed the following:

- Review the financial impact of the proposed bonds on future budgets
- Review the status of existing bonds that have been approved to ensure appropriated funds are being expended
- Review the proposed bonds before the council

The Mayor reported that there is \$1,648,687.97 remaining in existing bonds that is available for future bond requests. The Finance Committee agreed to meet again on Monday April 14, 2008 at 6 PM to continue discussion of the capital bonds. **Recommendation of the Finance Committee is to table 5 – 0.**

ORDERED: That the following budget transfer in the amount of \$485,171.77 from Reserve for Salaries and Fringe Benefits accounts to fund year two employee contract obligations for the Police, Fire, Department of Public Works, Library, Auditor, City Clerk, Board of Health and Public Facilities, **APPROVED;** adopted.

**TRANSFER REQUEST
TO ACCOUNT**

FROM ACCOUNT		TRANSFER REQUEST TO ACCOUNT							
AVAILABLE AMOUNT	AMOUNT	ORG CODE	OBJECT	ACCOUNT DISCRIP	AMOUNT	ORG CODE	OBJECT	ACCOUNT DISCRIP	AMOUNT AVAIL
590,320.57	\$ 376,355.02	11990006	57820	Reserve Salaries	Police				
211,007.75	\$108,816.75	11990006	51500	Fringes	\$ 33,677.00	12100003	50420	Police Officers	\$618,404.48
					\$ 15,735.00	12100003	50500	Captains	\$ 32,985.83
	\$ 485,171.77				\$ 99,680.00	12100002	50820	Sergeants Pub. Safety	\$ 64,991.50
					\$ 20,813.00	12100003	51213	Dispa.	\$ 66,937.27
					\$ 8,677.00	12100003	51430	LONG	\$ 28,548.49
					\$ 497.00		50520	Princ Clk	\$ 17,698.45
					\$ 179,079.00				
					Fire				
					\$ 3,191.00	12200001	50130	Chief	\$ 25,258.02
					\$ 16,355.00		50335	Deputy Chief	\$ 72,922.48
					\$ 147,159.00		50450	Firefighter	\$769,641.98
					\$ 14,543.23		50800	Captain	\$ 64,458.37
					\$ 16,468.00		50810	Lieutenant First	\$127,038.69
					\$ 1,713.00	12200003	51226	Responder	\$ 7,198.42
					\$ 1,611.00		51450	Night Shift	\$ 10,565.56
					\$ 26,881.00		51490	Holiday	\$ 40,902.55
					\$ 28,953.08		51920	Sick Leave	\$ (28,953.08)
					\$ 256,874.31				

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DPW

\$ 4,100.00	14001003	51430	Longevity	\$ (3,940.06)
\$ 800.00	60080003	51430	Longevity	\$ (799.65)
\$ 750.00	14001103	51920	Sick Leave	\$ 2,134.12
\$ 5,286.00	14001303	51430	Longevity	\$ (5,286.00)
\$ 21,926.00	14001303	51920	Sick Leave	\$ (21,926.00)
\$ 903.00	14001403	51430	Longevity	\$ (902.62)
\$ 4,599.00	14001503	51430	Longevity	\$ (4,599.00)
\$ 38,364.00				

Library

\$ 887.00	16100001	50471	Yg Adlt Lib	\$ 11,495.41
\$ 851.00		50656	Head Circl	\$ 13,081.58
\$ 340.00	16100003	51920	Sick Leave	\$ (339.14)
\$ 2,078.00				

Auditor

\$ 380.41	11350001	50020	Auditor	\$ 19,819.27
\$ 380.41				

City Clerk

\$ 1,309.86	11610001	50050	City Clerk	\$ 18,209.32
\$ 1,309.86				

Board of Health

\$ 897.55	15120001	50611	Asst Sanitarian	\$ 12,621.33
\$ 17.64	15120003	51430	Sick Leave	\$ (17.64)
\$ 915.19				

Build Maintenance

\$ 6,649.00	11920001	50292	Craftsman	\$ 45,925.93
\$ 530.00		50385	Electrician	\$ 14,541.04
\$ 1,070.00	11920002	50520	Principal Clk	\$ 5,367.51
\$ 8,249.00				

Reason: To fund second year contractual obligations \$ 485,171.77

(Councilor Juairé abstained)

ORDERED: That the recommendation to appoint David McCabe to the Community Development Authority, **APPROVED**; adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:00 p.m.



City of Marlborough
Office of the Mayor

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

Nancy E. Stevens
MAYOR

Karen H. Kistly
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

April 15, 2008

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

Honorable President Vigeant and Councilors:

Attached please find a budget transfer request submitted for your approval on behalf of the Department of Public Works. This transfer would move funds from Account No. 14001403-50745 (Motor Equipment Repairman) to Account No. 14001403-51240 (Temporary Part-time Help) and is necessary for continued temporary coverage required due to employee injury.

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

Sincerely,

Nancy E. Stevens
Mayor

CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST

DEPT: Department of Public Works

DATE: 4/8/2008

FY: 08

FROM ACCOUNT:

TO ACCOUNT:

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
\$13,880.00	14001403	50745	Motor Equip. Repairman	14001403	51240	Temporary Part Time Help
Reason:	<u>Money available due to employee injury vacancies in this division.</u>					
	<u>Transfer needed to cover part-time help due to employee injury and part-time co-op help for remaining fiscal year.</u>					

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
Reason:						

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
Reason:						

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
Reason:						

Department Head Signature:

[Handwritten Signature]
OK'D TPT
4/8/08

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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 H. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

April 23, 2008

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

Honorable President Vigeant and Councilors:

Attached is a budget transfer request which will allow for the transfer of \$26,000 from Account No. 60086006-52935 (Solid Waste) - \$11,000 to Account No. 1090006-54180 (Vehicle Maintenance) to cover unanticipated/more costly repairs and \$15,000 to Account No. 61090006-52322 (Water Plant) to increase production at the Millham Water Treatment Plant.

As always, please call with any questions or concerns.

Sincerely,

Nancy E. Stevens
Mayor

TRANSFER REQUEST

DPW

Sewer	FROM ACCOUNT		TO ACCOUNT		Water	
AVAILABLE BALANCE	AMOUNT	ORG CODE	OBJECT ACCOUNT DISCRIP	AMOUNT	ORG CODE	OBJECT ACCOUNT DISCRIP
\$ 60,766.00	\$ 26,000.00	60086006	52935 Solid Waste	\$ 11,000.00	61090006	54810 Vehicles Repair
				\$ 15,000.00	61090006	52322 Water Plant
						\$ 283.00
						\$ -

\$ 26,000.00 Total \$ 26,000.00

Reason: See attachment from Department Head

CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST

DEPT: Department of Public Works

DATE: 4/22/2008

FY: 08

FROM ACCOUNT:

Amount Fund Object Account Description:

\$11,000.00 60086006 52935 Solid Waste

Reason: Sufficient funds to make it to the end of the year.

Amount Fund Object Account Description:

\$15,000.00 60086006 52935 Solid Waste

Sufficient funds to make it to the end of the year.

TO ACCOUNT:

Fund Object Account Description:

61090006 54180 Vehicle Maintenance

Higher cost of repairs plus \$6,000 needed to repair pump on sewer Jet/Vac to return it to usable condition.

Fund Object Account Description:

61090006 52322 Water-Plant

Needed to cover cost of excess water production at Millham WTP. Increased production at this facility will result in lower cost next year from the MWRA.

Amount Fund Object Account Description:

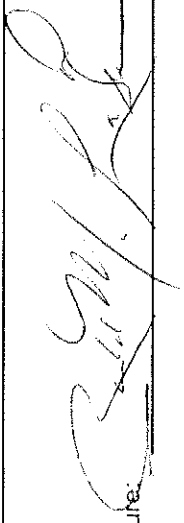
Fund Object Account Description:

Reason:

Fund Object Account Description:

Amount Fund Object Account Description:

Fund Object Account Description:

Department Head 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

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Nancy E. Stevens
MAYOR

Karen A. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

April 16, 2008

Council President Arthur G. Vigeant
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 received a Municipal Sustainability grant from the Massachusetts Department of Environmental Protection in the amount of \$17,617.80. This Municipal Waste Reduction Grant provides funds for the purchase of consumer educational materials, rain barrels, and technical assistance relative to climate protection.

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
NOTICE OF GRANT AWARD

DEPARTMENT: MARLBOROUGH DPW DATE: 11-MARCH-08

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: MAYOR NANCY E. STEVENS

NAME OF GRANT: MUNICIPAL SUSTAINABILITY

GRANTOR: MASS DEP

GRANT AMOUNT: \$ 17,617.80

GRANT PERIOD: 30-JUNE-09

SCOPE OF GRANT/
ITEMS FUNDED CONSUMER EDUCATION MATERIALS
RAIN BARRELS
TECHNICAL ASSISTANCE - CLIMATE PROTECTION

IS A POSITION BEING
CREATED: No

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

ARE MATCHING CITY
FUNDS REQUIRED? No

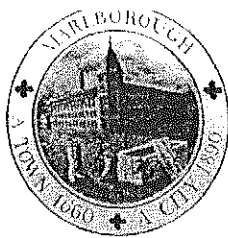
IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

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

ANY OTHER EXPOSURE TO CITY?
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: AT YOUR EARLIEST CONVENIENCE

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



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

LETTER OF TRANSMITTAL

To: MassDEP
 One Winter Street
 Boston, MA 02108

Attn: **Stefan Malner**
 Date: 3/11/08

Re: Grant Agreement between the Commonwealth Massachusetts Department of Environmental Protection and the City of Marlborough

WE ARE SENDING YOU: Attached Under separate cover via _____

- Plans Specifications Change Order
 Copy of Letter Shop Drawings Other _____

Copies	Date	Description
2	11-Mar-08	Municipal Sustainability - Grant Agreement

THESE ARE TRANSMITTED AS CHECKED BELOW:

- For review and comment For your records As requested
 For your use For your information Other _____

COMMENTS

Stefan,
 Attached please find your (2) executed Municipal Sustainability grants. I will be sending (under separate cover) the City of Marlborough Notice of Grant Award once voted and approved by City Council.
 Should you have any questions and/or comments regarding our review, please do not hesitate to contact me at (508) 624-6910 Ext. 7102

COPY TO: Ronald M. Lafreniere

FROM: Thomas P. Temple
 Assistant Commissioner of Operations

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**AGREEMENT BETWEEN THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND THE City of Marlborough

This Agreement is entered into this 11 day of March, 2008 between the Massachusetts Department of Environmental Protection (MassDEP), and the City of Marlborough ("Grantee").

Pursuant to the Department's authority under Chapter 584 of the Acts and Resolves of 1987, MassDEP has awarded City of Marlborough an FY08 Municipal Waste Reduction Grant. The specific equipment, materials or services (Grant Materials) awarded to the Grantee are outlined by quantity and value in Attachment A. The specific terms and conditions for the Grant Materials are detailed in the corresponding Attachment(s) as indicated in Table 1 and attached to this Agreement. The Grantee agrees to abide by these specific requirements contained in the Attachment(s).

TABLE 1 - GRANT AGREEMENT ATTACHMENTS:		
	Home Composting Bins	(see Attachment B)
X	Idling Reduction Toolkit — VOID	(see Attachment C)
	Kitchen Scrap Buckets	(see Attachment D)
	Mercury Collection Sheds	(see Attachment E)
	Pay-as-you-throw Assistance	(see Attachment F)
	Public Area Recycling Containers	(see Attachment G)
X	Rain Barrels	(see Attachment H)
	School Chemical Management Asst.	(see Attachment I)
	Waste Reduction Toolkit	(see Attachment J)
X	Water Conservation Kits — VOID	(see Attachment K)

RESPONSIBILITIES OF THE GRANTEE

1. Authority: The Chief Executive Officer and Signatory of this grant agreement is authorized by the governing body of the Grantee to enter into this grant agreement on behalf of the Grantee and accept and utilize this grant.
2. MCAD: The Grantee shall continue to meet any and all conditions set forth by the Massachusetts Commission Against Discrimination (MCAD), pursuant to Executive Office of Environmental Affairs Affirmative Action Regulations at 301 CMR 50.00, Sections 1 (a-e) and 50.01, within a reasonable performance time period as specified by MCAD.
3. Buying Recycled Products: The Grantee has established a written policy which promotes a preference for the purchase of recycled products in lieu of non-recycled products, whenever they are readily available at the same quality and price.
4. Indemnification: The Grantee shall indemnify and hold harmless MassDEP and the Commonwealth of Massachusetts, its officers, employees or agents, for any liability, actions or claims, in tort or in contract, or any costs incurred by the Grantee or its employees or agents in the use, operation and maintenance of the Grant Materials, but only to the extent to which the Grantee is permitted by law to do so.
5. Reporting: The Department reserves the right to require the Grantee to submit an annual report which describes the use and performance of any Grant Materials.
6. Failure to Comply: The Grantee understands and agrees that if, in the judgment of the Department, the Grantee fails to comply with any or all of its responsibilities identified in this Agreement, and following written notice to the Grantee of such noncompliance which the

4/5

FY 2008 Grant Agreement
Attachment A
Description of Recycling Grant for the
City of Marlborough

<u># of Units</u>	<u>Item</u>	<u>Value</u>
<u>Consumer Education Materials</u>		
200	Don't Trash Grass Brochures	\$18.00
200	Home Composting Brochures	\$13.00
250	Junk Mail Kits	\$110.00
600	Multi-family Recycling Door Hanger	\$90.00
17,056	Postcard	\$5,116.80
500	Waste Reduction Bookmarks	\$20.00
Idling Reduction: (See Attachment G)		
	Idling Reduction Campaign Toolkit	-\$750.00
<u>Rain Barrels: (See Attachment H)</u>		
25	New England Rain Barrels	\$250.00
<u>Technical Assistance</u>		
	Climate Protection Technical Assistance*	\$12,000.00
Water Conservation Kits: (See Attachment K)		
60	Water Conservation Kits-MWRA	-\$374.40
TOTAL VALUE		-\$18,742.20
		\$17,617.80

* A separate scope of work will be negotiated for the Climate Protection portion of your grant. MassDEP will contact your community to initiate this process.

4/6
Grantee shall gather feedback from rain barrel purchasers regarding usage and satisfaction and provide a summary of the feedback received to MassDEP. Surveys should be provided to residents when they pick up their barrels asking them to return the survey at the end of the season.

A summary of survey feedback shall be provided to MassDEP within one year from the rain barrel distribution date and no later than June 30, 2009.

This summary shall be sent to: MassDEP - Consumer Programs
One Winter Street
Boston, MA 02108
Attn: Ann McGovern
ann.mcGovern@state.ma.us

Sample questions to include in the survey:

1. How many barrels did you purchase?
2. Did you set up your barrel(s)?
3. Approximately how many times did you fill and empty the barrel(s) during the year?
4. Were you satisfied with the barrel(s)?
5. Water from the barrel(s) was used to water: ___ garden; ___ lawn; ___ other (describe)

If you have any questions about your new rain barrel, please contact [Insert the vendor contact information].
Please return this survey to [insert Grantee return address] by December 31, 2008. Failure to provide this report to MassDEP in time specified may jeopardize future grant awards.

PLEASE SIGN AND RETURN THIS FORM WITH AN EXECUTED GRANT AGREEMENT.

The above terms and conditions are part and parcel of the Agreement under which the Grantee accepts the Grant Materials.

Nancy E. Stevens
Mayor

Municipality/Regional Group


Signature of Grantee

3/11/08

Date



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 A. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

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April 23, 2008

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

Honorable President Vigeant and Councilors:

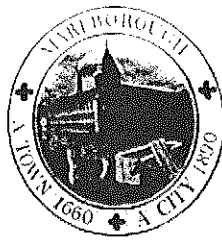
The Department of Public Works has been awarded an FY2008 Municipal Sustainability Climate Protection Grant from the Massachusetts Department of Environmental Protection in the amount of \$12,000. This money will be split between the DPW with \$9,130 used to replace traffic lights with energy-saving LED bulbs and Public Facilities with \$2,870 to be utilized for completion of energy audits for the City's municipal properties.

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

April 23, 2008

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

RE: Massachusetts D.E.P. FY2008 Municipal Sustainability Climate Protection Grant

Dear Mayor Stevens,

I am pleased to notify you that the Massachusetts Department of Environmental Protection has awarded to the City of Marlborough a FY2008 Municipal Sustainability Climate Protection Grant in the amount of \$12,000.00.

The Department of Public Works will be utilizing \$9,130.00 of this grant to replace 837 incandescent traffic light bulbs with energy saving L.E.D. bulbs. The \$2,870.00 remaining will be used by Public Facilities Director, John Ghiloni, to plan and conduct energy audits of the City of Marlborough's municipal buildings.

I have attached the NOTICE OF GRANT AWARD and a copy of the award letter and contract documents provided by the Massachusetts Department of Environmental Protection so that you may forward them to the Marlborough City Council for their acceptance of this grant award.

Thank you in advance for your time and effort in considering this matter.

Sincerely

Ronald M. LaFreniere, P.E.
Marlborough D.P.W. Commissioner

xc: Priscilla Ryder, Conservation Officer
Timothy F. Collins, Asst. Civil Engineer
John Ghiloni, Public Facilities Director

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: PUBLIC WORKS DATE: APRIL 23, 2008

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: TIMOTHY COLLINS

NAME OF GRANT: MUNICIPAL SUSTAINABILITY GRANT

GRANTOR: MASSACHUSETTS DEPARTMENT OF ENVIRONMENTAL PROTECTION

GRANT AMOUNT: \$ 12,000.00

GRANT PERIOD: _____

SCOPE OF GRANT/
ITEMS FUNDED \$9,130.00 FOR INSTALLATION (REPLACEMENT)
OF 837 L.E.D. LAMPS AT 24 SIGNALIZED
INTERSECTIONS
\$2,870.00 FOR CONSULTANT TO PLAN AND CONDUCT
ENERGY AUDITS OF MUNICIPAL BUILDINGS
TOTAL = \$12,000.00

IS A POSITION BEING
CREATED: No.

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

ARE MATCHING CITY
FUNDS REQUIRED? No.

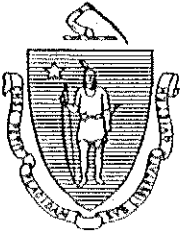
IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

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

ANY OTHER EXPOSURE TO CITY?
No.

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: CONFIRMATION OF GRANT
EXPENDITURE MUST BE PROVIDED TO DEP BY MAY 1, 2008

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



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COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY & ENVIRONMENTAL AFFAIRS
DEPARTMENT OF ENVIRONMENTAL PROTECTION
ONE WINTER STREET, BOSTON, MA 02108 617-292-5500

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

RECEIVED APR 15 2008

IAN A. BOWLES
Secretary

LAURIE BURT
Commissioner

April 11, 2008

Priscilla Ryder
Conservation Officer
City Hall
140 Main St.
Marlborough, MA 01752

Dear Ms. Ryder:

Congratulations! As you were notified in February, your municipality has been awarded a FY2008 Municipal Sustainability Climate Protection Grant for the Installation of LEDs on Traffic Lights project. Attached are your project's scope of work, budget and the requisite contracting paperwork for this grant.

Please sign and return the enclosed contracting paperwork as soon as possible to my attention at: MassDEP, 1 Winter Street, 6th Floor, Boston, MA 02108. The signer must be an individual with the authority to accept state grants. Once fully executed by MassDEP, one copy will be returned to you for your files.

- ♦ Standard Contract (2 copies; please complete items marked with arrows, sign and date both, on left bottom corner)
- ♦ Scope of Work (2 copies; please sign on last page)
- ♦ Signature Verification and Authorization Form

This is a reimbursement grant. This means that your community will cover the costs of equipment or services purchased and then submit the invoices to MassDEP for reimbursement of these approved expenses. All FY08 granted funds must be expended no later than June 30, 2008, unless otherwise specified in your scope of work.

If you have any questions about this paperwork or the grant, please do not hesitate to call me at (617) 292-5707.

Sincerely,

Regan Clover

cc. Brooke Nash, Massachusetts Department of Environmental Protection
Tim Collins, Assistant Civil Engineer, Department of Public Works, Marlborough
Karen Kisty, Executive Aid to Mayor, Marlborough

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 (ANF)*, 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*.

Contractor Legal Name (and d/b/a): Legal Address (from W-9): Payment Remittance Address (from W-9): Contract Manager: E-Mail Address: Phone: Fax: TTY:		Department MMARS Alpha Code and Name: EQE/MassDEP Business Mailing Address: One Winter Street, Boston, MA 02108 Billing Address (if different): Contract Manager: Winifred Prendergast E-Mail Address: Phone: (617) 292-5596 Fax: TTY:	
State of Incorporation (if a corporation) or "N/A": N/A		MMARS Doc ID(s):	
Vendor Code:		RFR/Procurement or Other ID Number (if applicable): EQEP02A	
MMARS Object Code: PP		Account(s) Funding Contract: Multiple DEP Accounts	

NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ _____
 Rate Contract (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):
 Commonwealth Terms And Conditions
 Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (Check one option only):
 Single Department Procurement/Single Department User Contract
 Single Department Procurement/Multiple Department User Contract
 Multiple Department Procurement/Limited Department User Contract
 Statewide Contract (OSD or an OSD-designated Department)
 Grant (as defined by 815 CMR 2.00)
 Emergency Contract (attach justification)
 Contract Employee (Complete *Employment Status Form*)
 Collective Purchase (attach OSD approval)
 Legislative/Legal Exemption (attach authorizing language)
 Other (Specify and attach documentation):

ANTICIPATED START DATE: 7/1/2007 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 6/30/2012

CONTRACT AMENDMENT/RENEWAL

ENTER **CURRENT CONTRACT START** and **END DATES** (prior to amendment)
 Current Start Date: _____ Current End Date: _____

COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)
 NO Compensation Change (Skip to "OTHER" section below and select change)
 Redistribute Budget Line Items (No Maximum Obligation Change)
 Maximum Obligation Change.
 a) **Current Total Contract Maximum Obligation:** \$ _____
 (Total Contract Maximum Obligation, including all prior amendments).
 b) **Amendment Amount ("+" or "-"):** \$ _____
 c) **NEW TOTAL CONTRACT MAXIMUM OBLIGATION:** \$ _____
 Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)
 Amend Duration Only (No Compensation or Performance Change)
 Amend Scope of Services/Performance Only (no budget impact)
 Interim Contract (Temporary Extension to complete new Procurement)
 Other: (Describe Details and Attach documentation):

ANTICIPATED START DATE: _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)
NEW CONTRACT END DATE: _____

PROMPT PAYMENT DISCOUNTS. Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See *Prompt Payment Discount Policy*.
 % Within 10 Days % Within 15 Days % Within 20 Days % Within 30 Days OR, Check off the following if:
 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)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (Reference to attachments is insufficient):
 Municipal Sustainability Grant Program; see attached scope of work.

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 *Contractor Certifications*, 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 *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*, the terms of the attached *Instructions*, 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):**

- the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR
- any obligations incurred by the Contractor prior to the Effective Date 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.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

→ X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

→ Print Name: _____
 → Print Title: _____

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: _____
 Print Title: _____

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/osd under OSD 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

**Massachusetts Department of Environmental Protection
FY 2008 Municipal Sustainability Grant for Technical Assistance
for the City of Marlborough**

Scope of Work

The City of Marlborough (hereinafter "Grantee") has submitted a FY2008 Grant Application to the Massachusetts Department of Environmental Protection's (MassDEP) Municipal Sustainability Grant Program. MassDEP has awarded the Grantee a contract for up to \$ 12,000 for the Installation of LEDs on Traffic Lights project, as described in the Grantee's Application and set forth in the scope of work and deliverables below.

Expenditure of funds on this grant shall be completed by June 30, 2008.

PROJECT SUMMARY: The Installation of LEDs on Traffic Lights (hereinafter "Project") will support Marlborough's participation in the EPA's "Community Energy Challenge," an effort to promote energy efficiency and renewables in New England Cities and Towns. The focus of this Project consists of the installation of 837 lamps in the 24 intersections, including the pedestrian signals in the City of Marlborough. In addition, this Project will be supporting the hiring and partial salary of a part-time contractor to conduct energy audits of municipal buildings and conduct energy savings outreach to Marlborough businesses. The City will undertake actions to reduce GHG emissions by improving the energy efficiency of municipal buildings, installing renewable energy systems and purchasing green power, increasing the fuel economy of the City vehicle fleet, and introducing sustainable practices into the City. Having a contractor to conduct energy audits will enable Marlborough to move towards this goal.

City Program Coordinators

Timothy Collins, Asst. Civil Engineer D.P.W. will coordinate the purchasing and installation of the LED lights and Priscilla Ryder, Conservation Officer will coordinate the energy audits for municipal buildings. These two people will be Co-Project Coordinators.

II. SCOPE OF WORK AND DELIVERABLES

A. Task One: Hire the contractor and join the EPA Community Energy Challenge

The Project Coordinators (PC) will be responsible for hiring this contractor.

Subtasks include:

- 1. Establish job description for part time contractor and post job opening
- 2. Create interview panel and conduct interviews
- 3. Hire part time contractor and create work plan

(Question- as a part time contractor does this need to be posted, by DEP requirements or city??)

Estimated Completion Date:

May 1, 2008

Deliverables will include:

- Hiring of part time contractor
- Work plan for contractor

B. Task Two: Join the EPA Community Energy Challenge and Conduct Energy Audits of Municipal Buildings

A part time contractor will be responsible for reviewing existing inventory and moving forward with the EPA Community Energy Challenge.

Subtasks include:

1. Establish plan to conduct energy audits of municipal buildings
2. Conduct energy audits of municipal buildings

Estimated Completion Date: **June 30, 2008**

Deliverables will include:

- Report of progress to date regarding energy audits of municipal buildings

C. Task Three: LED Installation

The grantee will procure the Project's parts and services. The PC will ensure the safe and efficient installation of LED lighting into traffic signals and pedestrian lights. The City's Traffic Light Maintenance contractor will install lighting in original signal light fixtures.

Subtasks include:

1. Coordinate procurement of parts and services to be ordered with the City's Traffic Light Maintenance contractor
2. Organize appropriate staff to monitor and provide safe passage for vehicles while traffic signals are being replaced
3. Monitor performance of contractor to ensure all signals are installed
4. Check all signals to insure they are performing in good condition

Estimated Completion Date: **June 30, 2008**

Deliverables will include:

- LED bulbs will be purchased by Grantee
- Timeline for installment services will be established with vendor
- Installation of LEDs will take place

III. BUDGET

Grant funds will be expended on the Project as follows:

FY08 Budget:

1. Contract Labor/Consultants	<u>\$2,870</u>
2. LED installation	<u>\$ 9,130</u>

Grantee must notify MassDEP if they do not anticipate expending all monies awarded to them in this budget. Confirmation of total FY08 grant expenditures must be provided to MassDEP by May 1st, 2008. MassDEP reserves the right to reallocate funds not expended. Funds not spent in FY08 may not be carried over to next fiscal year, unless an FY09 budget is included herein.

IV. OTHER TERMS AND CONDITIONS

A. Outreach and Publicity

All public outreach and other printed materials that the Grantee designs for public distribution under the Project shall be approved by MassDEP prior to printing and dissemination and shall be printed double-sided on 30% post-consumer recycled paper. Grantee shall provide MassDEP with copies of all materials developed (in hard copy and electronically

All outreach materials and publicity tools (press releases, media advisories, etc) shall include the following language: "This project is funded in part by a grant from the Massachusetts Department of Environmental Protection".

MassDEP shall retain the right to utilize and disseminate all printed materials and artwork produced under this contract.

MassDEP reserves the right to take ownership of, or redistribute, any equipment or fixed assets purchased under this contract should the Grantee fail to meet the scope and terms of this contract.

B. Reporting

Grantee shall communicate on a regular basis with the MassDEP project manager to keep him/her apprised of the Project's status, including successes to date, deliverables completed, problems encountered, spending update, and projections on total Project spending for the fiscal year.

Grantee shall submit a final report (in hard copy and electronically) to MassDEP, no later than August 15, 2008, detailing the Project's results, successes, challenges, and lessons learned. This report shall be printed double-sided on 30% post-consumer recycled paper. MassDEP shall provide Grantee with a template for this report.

C. Invoicing

MassDEP will reimburse the Grantee for eligible Project expenses as specified in Section III following the receipt of Grantee's invoice(s) which shall include receipts for purchase of capital equipment and other direct costs as outlined in the budget.

Invoices shall be submitted to MassDEP not less than quarterly, and not more than monthly.

All work on the Project shall be completed by June 30, 2008, unless otherwise indicated in the budget section above. Grantee shall submit the final Project invoice to MassDEP no later than July 15, 2008.

D. Budget/Scope Changes

Grantee must obtain approval, in writing, from MassDEP for any Grantee-proposed changes in the Project Scope after the execution of this contract.

Grantee must obtain approval, in writing, from MassDEP for any reallocation of Project funds among existing categories or approved new budgeted tasks.

E. Disclaimer

Grantee understands that receipt of a grant from MassDEP does not in any way imply that the Grantee is in full compliance with all applicable environmental regulations.

IN WITNESS WHEREOF, the Grantee hereby accepts the above terms and conditions:

Name (please print)

Signature

Municipality/Regional Group Name

Date

FOR MassDEP:

Name (please print)

Signature

Date

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 (ANF), 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): → <u>Legal Address</u> (from W-9): → <u>Payment Remittance Address</u> (from W-9): → <u>Contract Manager</u> : → <u>E-Mail Address</u> : → <u>Phone</u> : → <u>Fax</u> : <u>TTY</u> :	<u>Department MMARS Alpha Code and Name</u> : EQE/MassDEP <u>Business Mailing Address</u> : One Winter Street, Boston, MA 02108 <u>Billing Address</u> (if different): <u>Contract Manager</u> : Winifred Prendergast <u>E-Mail Address</u> : <u>Phone</u> : (617) 292-5596 <u>Fax</u> : <u>TTY</u> :
→ <u>State of Incorporation</u> (if a corporation) or "N/A": <u>MA</u> <u>Vendor Code</u> : <u>MMARS Object Code</u> : PP	<u>MMARS Doc ID(s)</u> : <u>RFR/Procurement or Other ID Number</u> (if applicable): EQEP02A <u>Account(s) Funding Contract</u> : Multiple DEP Accounts
<p style="text-align: center;">NEW CONTRACT</p> <u>COMPENSATION</u> (Check only one): ___ <u>Total Maximum Obligation</u> of this Contract \$ _____ <input checked="" 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 checked="" type="checkbox"/> <u>Commonwealth Terms And Conditions</u> ___ <u>Commonwealth Terms And Conditions For Human And Social Services</u> <u>PROCUREMENT OR EXCEPTION TYPE</u> (Check one option only): ___ <u>Single Department Procurement/Single Department User Contract</u> ___ <u>Single Department Procurement/Multiple Department User Contract</u> ___ <u>Multiple Department Procurement/Limited Department User Contract</u> ___ <u>Statewide Contract (OSD or an OSD-designated Department)</u> <input checked="" type="checkbox"/> <u>Grant (as defined by 815 CMR 2.00)</u> ___ <u>Emergency Contract (attach justification)</u> ___ <u>Contract Employee (Complete <u>Employment Status Form</u>)</u> ___ <u>Collective Purchase (attach OSD approval)</u> ___ <u>Legislative/Legal Exemption (attach authorizing language)</u> ___ <u>Other (Specify and attach documentation)</u> : <u>ANTICIPATED START DATE</u> : <u>7/1/2007</u> (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.) <u>CONTRACT END DATE</u> : <u>6/30/2012</u>	<p style="text-align: center;">CONTRACT AMENDMENT/RENEWAL</p> ENTER <u>CURRENT CONTRACT START</u> and <u>END DATES</u> (prior to amendment) Current Start Date: _____ Current End Date: _____ <u>COMPENSATION</u> : (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.) ___ <u>NO Compensation Change (Skip to "OTHER" section below and select change)</u> ___ <u>Redistribute Budget Line Items (No Maximum Obligation Change)</u> ___ <u>Maximum Obligation Change</u> . a) <u>Current Total Contract Maximum Obligation</u> : \$ _____ (Total Contract Maximum Obligation, including all prior amendments). b) <u>Amendment Amount ("+" or "-")</u> : \$ _____ c) <u>NEW TOTAL CONTRACT MAXIMUM OBLIGATION</u> : \$ _____ ___ <u>Rate Changes to Rate Contract</u> <u>OTHER</u> : (Check option, explain under "Brief Description" below, and attach documentation.) ___ <u>Amend Duration Only (No Compensation or Performance Change)</u> ___ <u>Amend Scope of Services/Performance Only (no budget impact.)</u> ___ <u>Interim Contract (Temporary Extension to complete new Procurement)</u> ___ <u>Other (Describe Details and Attach documentation)</u> : <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> . ___ % Within 10 Days ___ % Within 15 Days ___ % Within 20 Days ___ % Within 30 Days OR, Check off the following if: <input checked="" 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): <u>Municipal Sustainability Grant Program; see attached scope of work.</u>	
<p>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):</p> 1. <input checked="" type="checkbox"/> the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR 2. ___ any obligations incurred by the Contractor prior to the Effective Date 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) → <u>Print Name</u> : _____ → <u>Print Title</u> : _____	<u>AUTHORIZING SIGNATURE FOR THE DEPARTMENT</u> : X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) <u>Print Name</u> : _____ <u>Print Title</u> : _____

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM

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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/osd under *OSD 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

**Massachusetts Department of Environmental Protection
FY 2008 Municipal Sustainability Grant for Technical Assistance
for the City of Marlborough**

Scope of Work

The City of Marlborough (hereinafter "Grantee") has submitted a FY2008 Grant Application to the Massachusetts Department of Environmental Protection's (MassDEP) Municipal Sustainability Grant Program. MassDEP has awarded the Grantee a contract for up to \$ 12,000 for the Installation of LEDs on Traffic Lights project, as described in the Grantee's Application and set forth in the scope of work and deliverables below.

Expenditure of funds on this grant shall be completed by June 30, 2008.

PROJECT SUMMARY: The Installation of LEDs on Traffic Lights (hereinafter "Project") will support Marlborough's participation in the EPA's "Community Energy Challenge," an effort to promote energy efficiency and renewables in New England Cities and Towns. The focus of this Project consists of the installation of 837 lamps in the 24 intersections, including the pedestrian signals in the City of Marlborough. In addition, this Project will be supporting the hiring and partial salary of a part-time contractor to conduct energy audits of municipal buildings and conduct energy savings outreach to Marlborough businesses. The City will undertake actions to reduce GHG emissions by improving the energy efficiency of municipal buildings, installing renewable energy systems and purchasing green power, increasing the fuel economy of the City vehicle fleet, and introducing sustainable practices into the City. Having a contractor to conduct energy audits will enable Marlborough to move towards this goal.

City Program Coordinators

Timothy Collins, Asst. Civil Engineer D.P.W. will coordinate the purchasing and installation of the LED lights and Priscilla Ryder, Conservation Officer will coordinate the energy audits for municipal buildings. These two people will be Co-Project Coordinators.

II. SCOPE OF WORK AND DELIVERABLES

A. Task One: Hire the contractor and join the EPA Community Energy Challenge

The Project Coordinators (PC) will be responsible for hiring this contractor.

Subtasks include:

- 1. Establish job description for part time contractor and post job opening
- 2. Create interview panel and conduct interviews
- 3. Hire part time contractor and create work plan

(Question- as a part time contractor does this need to be posted, by DEP requirements or city??)

Estimated Completion Date:

May 1, 2008

Deliverables will include:

- Hiring of part time contractor
- Work plan for contractor

B. Task Two: Join the EPA Community Energy Challenge and Conduct Energy Audits of Municipal Buildings

A part time contractor will be responsible for reviewing existing inventory and moving forward with the EPA Community Energy Challenge.

Subtasks include:

1. Establish plan to conduct energy audits of municipal buildings
2. Conduct energy audits of municipal buildings

Estimated Completion Date:

June 30, 2008

Deliverables will include:

- Report of progress to date regarding energy audits of municipal buildings

C. Task Three: LED Installation

The grantee will procure the Project's parts and services. The PC will ensure the safe and efficient installation of LED lighting into traffic signals and pedestrian lights. The City's Traffic Light Maintenance contractor will install lighting in original signal light fixtures.

Subtasks include:

1. Coordinate procurement of parts and services to be ordered with the City's Traffic Light Maintenance contractor
2. Organize appropriate staff to monitor and provide safe passage for vehicles while traffic signals are being replaced
3. Monitor performance of contractor to ensure all signals are installed
4. Check all signals to insure they are performing in good condition

Estimated Completion Date:

June 30, 2008

Deliverables will include:

- LED bulbs will be purchased by Grantee
- Timeline for installment services will be established with vendor
- Installation of LEDs will take place

III. BUDGET

Grant funds will be expended on the Project as follows:

FY08 Budget:

1. Contract Labor/Consultants	<u>\$2,870</u>
2. LED installation	<u>\$ 9,130</u>

Grantee must notify MassDEP if they do not anticipate expending all monies awarded to them in this budget. Confirmation of total FY08 grant expenditures must be provided to MassDEP by May 1st, 2008. MassDEP reserves the right to reallocate funds not expended. Funds not spent in FY08 may not be carried over to next fiscal year, unless an FY09 budget is included herein.

IV. OTHER TERMS AND CONDITIONS

A. Outreach and Publicity

All public outreach and other printed materials that the Grantee designs for public distribution under the Project shall be approved by MassDEP prior to printing and dissemination and shall be printed double-sided on 30% post-consumer recycled paper. Grantee shall provide MassDEP with copies of all materials developed (in hard copy and electronically

All outreach materials and publicity tools (press releases, media advisories, etc) shall include the following language: "This project is funded in part by a grant from the Massachusetts Department of Environmental Protection".

MassDEP shall retain the right to utilize and disseminate all printed materials and artwork produced under this contract.

MassDEP reserves the right to take ownership of, or redistribute, any equipment or fixed assets purchased under this contract should the Grantee fail to meet the scope and terms of this contract.

B. Reporting

Grantee shall communicate on a regular basis with the MassDEP project manager to keep him/her apprised of the Project's status, including successes to date, deliverables completed, problems encountered, spending update, and projections on total Project spending for the fiscal year.

Grantee shall submit a final report (in hard copy and electronically) to MassDEP, no later than August 15, 2008, detailing the Project's results, successes, challenges, and lessons learned. This report shall be printed double-sided on 30% post-consumer recycled paper. MassDEP shall provide Grantee with a template for this report.

C. Invoicing

MassDEP will reimburse the Grantee for eligible Project expenses as specified in Section III following the receipt of Grantee's invoice(s) which shall include receipts for purchase of capital equipment and other direct costs as outlined in the budget.

Invoices shall be submitted to MassDEP not less than quarterly, and not more than monthly.

All work on the Project shall be completed by June 30, 2008, unless otherwise indicated in the budget section above. Grantee shall submit the final Project invoice to MassDEP no later than July 15, 2008.

D. Budget/Scope Changes

Grantee must obtain approval, in writing, from MassDEP for any Grantee-proposed changes in the Project Scope after the execution of this contract.

Grantee must obtain approval, in writing, from MassDEP for any reallocation of Project funds among existing categories or approved new budgeted tasks.

E. Disclaimer

Grantee understands that receipt of a grant from MassDEP does not in any way imply that the Grantee is in full compliance with all applicable environmental regulations.

IN WITNESS WHEREOF, the Grantee hereby accepts the above terms and conditions:

Name (please print)

Signature

Municipality/Regional Group Name

Date

FOR MassDEP:

Name (please print)

Signature

Date

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004

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CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE

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

Signature

Date:

Title: Telephone:

Fax: Email:

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004

5/18



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type):

Title:

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

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

I, _____ (NOTARY) as a notary public certify that I witnessed
the signature of the aforementioned signatory above and I verified the individual's identity on this date:
_____, 20 ____.

My commission expires on:

AFFIX NOTARY SEAL

I, _____ (CORPORATE CLERK) certify that I witnessed the
signature of the aforementioned signatory above, that I verified the individual's identity and confirm the individual's
authority as an authorized signatory for the Contractor on this date:
_____, 20 ____.

AFFIX CORPORATE SEAL



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 H. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

April 22, 2008

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

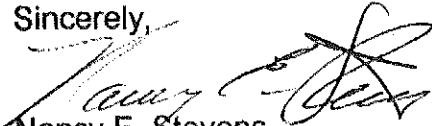
Honorable President Vigeant and Councilors:

I am delighted to inform all of you that Auditor Diane Smith has successfully passed both the legal and practical sections of the certification exam offered by the Massachusetts Municipal Auditors' and Accountants' Association. Successful completion of this course of study and test, in addition her workplace experience, has qualified Ms. Smith to become a certified Massachusetts Municipal Auditor.

I know you will join me in congratulating Ms. Smith on her achievement.

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

Sincerely,


Nancy E. Stevens
Mayor



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 H. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

April 15, 2008

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

Honorable President Vigeant and Councilors:

As requested by the Council on Aging Board, I am submitting for reappointment to said Board the following individuals: Sheila Brecken, Paulina Lynch, and Catherine Mockus. The reappointment of all three would be for a period of four years expiring May 1, 2012.

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

Sincerely,

Nancy E. Stevens
Mayor



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City of Marlborough

Council on Aging and Senior Center

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

April 10, 2008

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

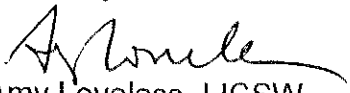
Dear Mayor Stevens;

By request of the Council on Aging Board, I am submitting three members for reappointment with terms expiring May 1, 2008. They are:

Sheila Brecken	116 Stevens Street	485-5580
Paulina Lynch	69 Tremont Street	485-3741
Catherine Mockus	52 Clearview Drive	485-8873

Thank you for your approval of these individuals to continue as members of the Council on Aging Board. Please contact me if you have any questions.

Sincerely,


Amy Loveless, LICSW
Executive Director
Marlborough Council on Aging



City of Marlborough
Office of the Mayor

140 MAIN STREET, 4TH FLOOR
MARLBOROUGH, MASSACHUSETTS 01752
TEL. (508) 460-3770 ■ FACSIMILE (508) 460-3698 ■ TDD (508) 460-3610

Nancy E. Stevens
MAYOR

Karen A. Kistly
EXECUTIVE AIDE

Diana C. Halper
EXECUTIVE SECRETARY

April 23, 2008

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

RE: Renewal of the GIS Revolving Fund

Dear President and Members:

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 2009, 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, if you have any questions or concerns about this issue, please feel free to contact me anytime.

Sincerely yours,

Nancy E. Stevens
Mayor

Enclosure

cc: Public Works Commissioner, GIS Administrator, 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 hereby re-authorize a revolving fund during fiscal year 2009 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 2009, 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.
Adopted

Approved by Mayor
Nancy E. Stevens
Date:

A TRUE COPY
ATTEST:



City of Marlborough
Office of the Mayor

140 MAIN STREET, 4TH FLOOR
MARLBOROUGH, MASSACHUSETTS 01752
TEL. (508) 460-3770 ■ FACSIMILE (508) 460-3698 ■ TDD (508) 460-3610

Nancy E. Stevens
MAYOR

Karen H. Kirby
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

April 23, 2008

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

RE: Renewal of Sligo Water Tank Revolving Fund

Dear President and Members:

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.

One of the most effective revolving funds has been the Sligo site off Arnold Street. I support its renewal. 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 2009, 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, if you have any questions or concerns about this issue, please feel free to contact me anytime.

Sincerely yours,

Nancy E. Stevens
Mayor

Enclosure

cc: Public Facilities Director, 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, to be effective during fiscal year 2009, 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 2009, 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.
Adopted

Approved by Mayor
Nancy E. Stevens
Date:

A TRUE COPY
ATTEST:



City of Marlborough
Office of the Mayor

140 MAIN STREET, 4TH FLOOR
MARLBOROUGH, MASSACHUSETTS 01752
TEL. (508) 460-3770 ■ FACSIMILE (508) 460-3698 ■ TDD (508) 460-3610

Nancy E. Stevens
MAYOR

Karen A. Kistly
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

April 23, 2008

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

Re: Renewal of Fairmount Hill Revolving Fund

Dear President and Members:

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 2009, 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, if you have any questions or concerns about this issue, please feel free to contact me anytime.

Sincerely yours,

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 2009 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 2009, 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 2009, 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.

Adopted

Approved by Mayor
Nancy E. Stevens
Date:

A TRUE COPY
ATTEST:

//

2008 VOTING INFORMATION

✓ **THE WARD FIVE SPECIAL ELECTION WILL BE HELD ON
TUESDAY, MAY 6, 2008 FROM 7:00 A.M. TO 8:00 P.M.**

POLLING LOCATIONS ARE AS FOLLOWS:

WARD FIVE: Prec. 1 - Senior Center, 250 Main St.

WARD FIVE: Prec. 2 – Masonic Hall, 8 Newton St., (corner Main/Newton Sts.)



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 GRIFFIN
ASSISTANT CITY SOLICITOR

BEVERLY J. SLEEPER
CHIEF PROCUREMENT OFFICER

KATHERINE M. KIMBER
PARALEGAL

121

April 24, 2008

Arthur Vigeant
President
Marlborough City Council

RE: RFP/Lease of Bigelow School

Dear President Vigeant and Members:

At its April 15, 2008 meeting, the Operations & Oversight Committee voted to refer to the Legal Department a proposed order regarding the Bigelow School. However, in reviewing the history of this matter, I first note the following:

- By enclosed order dated April 22, 2002, the Council purported to take a vote under MGL c. 40, § 15A and MGL c. 40, § 3. It is unclear from this order whether the Council followed the required two-step process, namely:
 - o 1) a two-thirds vote under § 15A to transfer the municipal purpose of the Bigelow School from public education to disposition by lease or rental (with the care, custody, maintenance and control of the School remaining with the School Department); and
 - o 2) if but only if the two-thirds vote passes, a simple majority vote under § 3 to dispose of the School by lease or rent.

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The enclosed order makes clear this two-step process, the first step of which is confirmatory in nature.

- Moreover, the 2002 order had recited Map 69, parcel 109A, which does not appear to correlate with any known property. The enclosed order recites the correct map and parcel for the Bigelow School, Map 81, Parcel 190A; see enclosed assessor's map.

As for O&O's proposed order,

- I have placed the use restrictions 2 and 5 in brackets because it appears that the School Committee has not voted on either restriction yet. However, I am informed that the School Committee can bring up these two restrictions at the Committee's special meeting on Tuesday, April 29, 2008. I suggest that the Council make its vote contingent on the Committee's approval, if any, of the two restrictions, since MGL c. 40, § 3 dictates that the terms of a rental of a school building "be as approved by the school committee."
- It is unclear whether O&O's language as to "[t]he highest responsive and responsible bid" means the highest price from a responsive and responsible bidder or, instead, the most advantageous proposal from a responsive and responsible proposer (which is a combination of price and non-price evaluation factors). I assume the latter, and recommend the following changes, which are tracked below:

THAT the City of Marlborough declares the municipal property known as Bigelow School available for disposition by lease or rent for a period of one year from July 1, 2008 to June 30, 2009, and that said lease or rental agreement be subject to the re-use restrictions below as set forth by the Marlborough School Committee subject to the approval of the City Solicitor and the Mayor:

Deleted: offer

Deleted: on the following terms and conditions

123

1) One-year lease with four (4) one-year options to renew at City's sole discretion and subject to annual review by the City Council and School Committee

Deleted:

[2) Educational organizations only]

3) Lease all or a minimum of 6,500 square feet of the unused school

4) Lease at a minimum cost of \$10.00 per square foot

[5) 90-days Notice of Intent to not renew required from either party]

Restrictions 2 and 5 are contingent on the School Committee's approval, if any, of these restrictions; if either or both are not approved by the Committee, the restriction(s) so not approved shall not be in effect.

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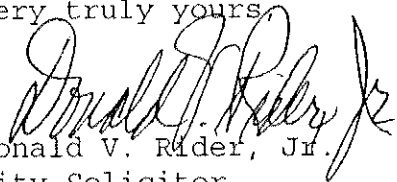
Deleted: highest responsive and responsible bid

IT IS FURTHER ORDERED that the Chief Procurement Officer is hereby authorized to ensure compliance with Chapter 30B of the General Laws by issuing a Request For Proposals. The most advantageous proposal from a responsive and responsible proposer shall be subject to final approval by the Marlborough City Council and the Marlborough School Committee.

IT IS FURTHER ORDERED that pursuant to §3 of Chapter 40 of the General Laws, income from any lease or rental agreement shall be deposited in the School Department's revolving maintenance fund and shall be used for the maintenance of the property. Nothing herein shall prevent the Marlborough School Committee from assigning daily management of the property to the Public Facilities Department.

Thank you for your attention to this matter.

Very truly yours,



Donald V. Rider, Jr.
City Solicitor

Enclosures



IN CITY COUNCIL

APRIL 22, 2002

Marlborough, Mass.,

ORDERED: That the Marlborough City Council, pursuant to Section 15A of Chapter 40 of the General Laws, and at the request of the Marlborough School Committee, hereby declares the municipal property, known as Bigelow School and identified as Map 69, Parcel 109A, to be available for disposition effective on the date municipal educational activities cease; and,

IT IS FURTHER ORDERED: that the care, custody, management and control of said property, being municipal property now utilized for the municipal educational purposes, is hereby transferred to the Marlborough School Committee to be offered for lease or rent, for a period of one year only to July, 2003, and that said lease or rental agreement shall be on such terms and under such conditions as set forth by said Marlborough School Committee which shall be in compliance with Section 3 of Chapter 40 of the General Laws subject to the approval of the City Solicitor and Mayor; and,

IT IS FURTHER ORDERED: that the minimum price for the lease of any space within the building shall be seven dollars and fifty cents per square foot of space so leased or rented, and the Chief Procurement Officer is hereby authorized to insure compliance with Chapter 30B of the General Laws by issuing a request for proposals; and,

IT IS FURTHER ORDERED: that pursuant to said Section 3 of Chapter 40, income from any lease or rental agreement shall be deposited in the School Department's revolving maintenance fund, and shall be used for the maintenance of the property.

Nothing herein shall prevent the Marlborough School Committee from assigning the daily management of said property to the Public Facilities Department.

APPROVE with amendment and further: that the highest, best bid be forwarded to the Operations and Oversight Committee, for final City Council approval.

ADOPTED

In City Council

Order No. 02-9199B

Adopted April 22, 2002

Approved by Mayor

William J. Mauro, Jr.

Date: April 25, 2002

A TRUE COPY

Attest:

City Clerk

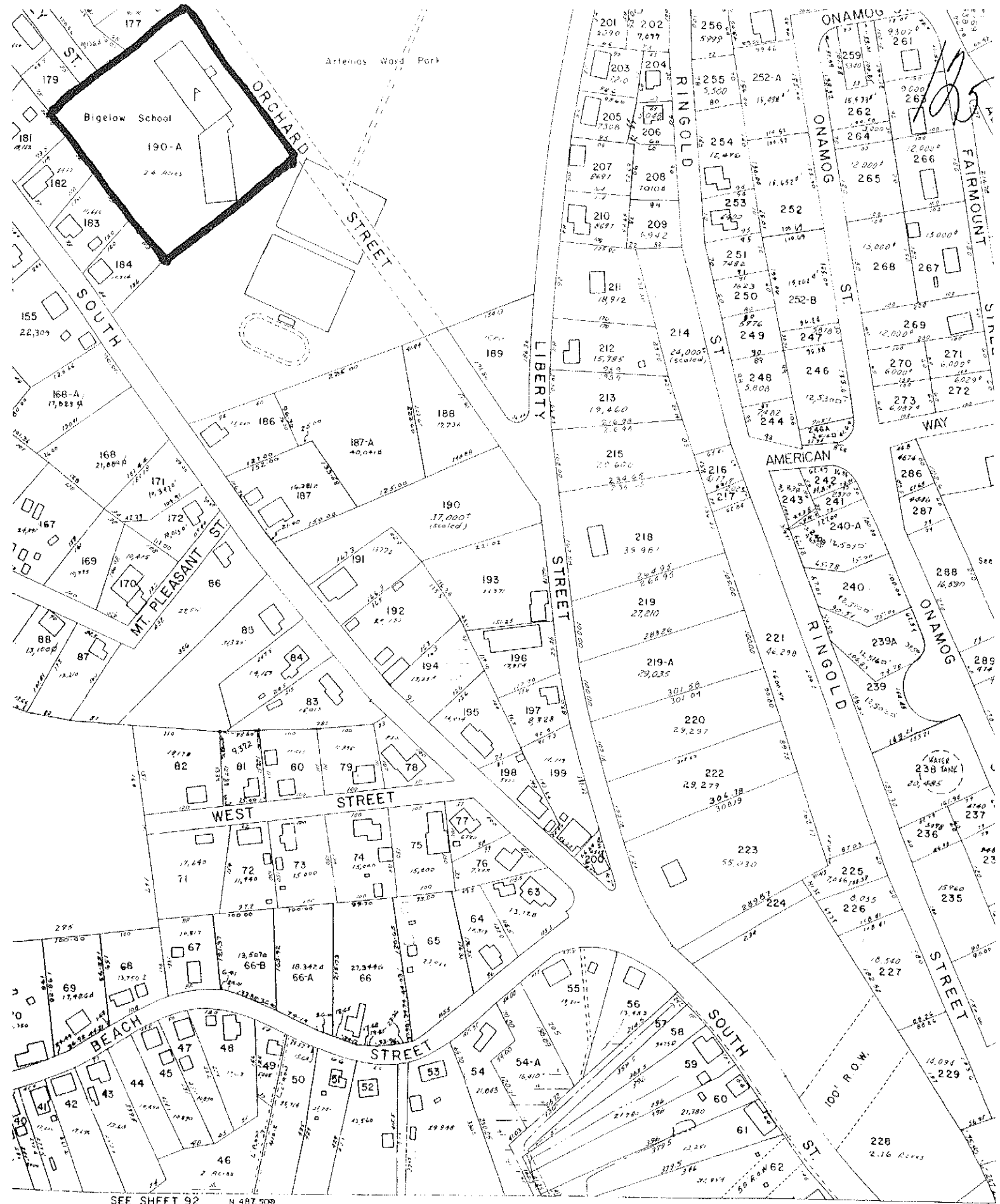
Marlborough, MA 01752

A TRUE COPY

ATTEST:

City Clerk

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SEE SHEET 92 N 487,509

SCALE 1:1,200



MARLBOROUGH, MASSACH
ASSESSORS MAP

CONTRACT NO 1506 SHEET 81 OF

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[Two-Thirds Vote:]

ORDERED:

That the Marlborough City Council, pursuant to Section 15A of Chapter 40 of the General Laws, and at the request of the Marlborough School Committee, hereby declares the municipal property, known as Bigelow School and identified as Map 81, parcel 190A, to be available for disposition effective on the date municipal activities cease.

[If Two-Thirds Vote on Above, Simple Majority Vote:]

ORDERED:

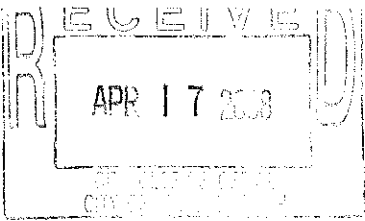
THAT, pursuant to Mass. Gen. Laws c. 40, § 3, the City of Marlborough declares the municipal property known as Bigelow School available for disposition by lease or rent for a period of one year from July 1, 2008 to June 30, 2009, and that said lease or rental agreement be subject to the re-use restrictions below as set forth by the Marlborough School Committee subject to the approval of the City Solicitor and the Mayor:

- 1) One-year lease with four (4) one-year options to renew at City's sole discretion and subject to annual review by the City Council and School Committee
- 2) Educational organizations only
- 3) Lease all or a minimum of 6,500 square feet of the unused school
- 4) Lease at a minimum cost of \$10.00 per square foot
- 5) 90-days Notice of Intent to not renew required from either party

Restrictions 2 and 5 are contingent on the School Committee's approval, if any, of these restrictions; if either or both are not approved by the Committee, the restriction(s) so not approved shall not be in effect.

IT IS FURTHER ORDERED that the Chief Procurement Officer is hereby authorized to ensure compliance with Chapter 30B of the General Laws by issuing a Request For Proposals. The most advantageous proposal from a responsive and responsible proposer shall be subject to final approval by the Marlborough City Council and the Marlborough School Committee.

IT IS FURTHER ORDERED that pursuant to § 3 of Chapter 40 of the General Laws, income from any lease or rental agreement shall be deposited in the School Department's revolving maintenance fund and shall be used for the maintenance of the property. Nothing herein shall prevent the Marlborough School Committee from assigning daily management of the property to the Public Facilities Department.



35,000 paid - 13,

MARLBOROUGH, MASS. 4-17 - 2008

TO THE CITY COUNCIL:

The undersigned Richard Roach / HUDMAR LTD
respectfully requests that he be granted a Renewal of Junk Dealer
license

P. O. Address 270 MAIN ST. Richard A. Roach
781-1274 (485-5474)

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

14

ARTHUR P. BERGERON

Attorney-at-Law

27 PROSPECT STREET

MARLBORO, MASSACHUSETTS 01752

PHONE (508) 481-0103

FAX (508) 485-8506

April 24, 2008

Councilor Arthur Vigeant, President
Marlborough City Council
City Hall
Marlborough, MA 01752

Re: additional application for special permit, 355 Boston Post Rd. West

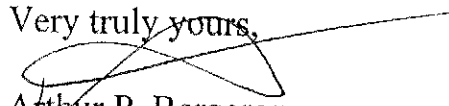
Dear Councilor Vigeant:

My client, Boston Post 355 LLC, hereby submits the enclosed application for a second special permit regarding its proposed carwash at 355 Boston Post Rd. West. The carwash, which requires a special permit as a use matter because it is located in a Business zone, requires an additional special permit because it is also located in the Water Supply Protection District. I have discussed this matter with the City Solicitor, and we agree that this process is appropriate. As I agreed to do when I appeared before the Urban Affairs Committee regarding the Business District special permit, I am hereby asking that the deadline for action on that Business District special permit be extended to the date which will be the deadline for action on the Water Supply Overlay District special permit. That date will be 90 days following the date of the Water Supply Overlay District public hearing.

I am submitting herewith two copies of the information that Priscilla Ryder, the Conservation Officer, requested regarding the impact of the carwash on the Water Supply Overlay District. I have not submitted additional plan copies, since the plans are exactly the same plans that were filed with the Business District special permit. Any plan changes made during the course of the permitting will apply to both permits.

My client requests that this matter be scheduled for a public hearing at the City Council's June 9 meeting.

Very truly yours,


Arthur P. Bergeron

15

ARTHUR P. BERGERON

Attorney-at-Law

27 PROSPECT STREET

MARLBORO, MASSACHUSETTS 01752

PHONE (508) 481-0103

FAX (508) 485-8506

April 24, 2008

Councilor Arthur Vigeant, President
Marlborough City Council
City Hall
Marlborough, MA 01752

Re: application for special permit, Gary White, Trustee

Dear Councilor Vigeant:

Enclosed please find the application of Gary White, as Trustee of 566 Lincoln Street Realty Trust and 574 Lincoln Street Realty Trust, for a special permit to construct 19 new townhouse condominium units on a parcel of land on the southerly side of Lincoln Street. As you will see from the plans, the units will be set back a substantial distance from Lincoln Street. The project will also involve the demolition of two existing older multifamily rental structures, which currently contain total of seven units, so the net increase in units on the site will be 12.

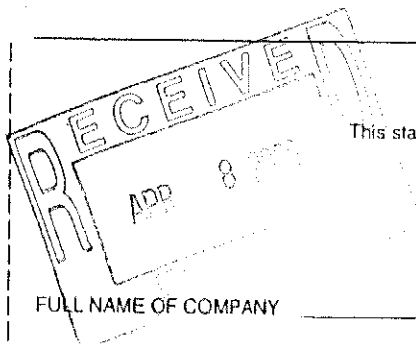
My client anticipates that the units, which each contain two bedrooms, will be owner-occupied, thus continuing the trend to more owner-occupancy in that neighborhood. My client requests that you schedule the public hearing regarding this matter for the City Council's June 9 meeting.

Very truly yours,



Arthur P. Bergeron

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DEPARTMENT OF Public Utilities

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

CONDENSED FINANCIAL RETURN
FOR YEAR ENDED DECEMBER 31, 2007

FULL NAME OF COMPANY NSTAR GAS COMPANY
LOCATION OF PRINCIPAL BUSINESS OFFICE 800 BOYLSTON STREET
BOSTON, MA 02199

STATEMENT OF INCOME FOR THE YEAR

Item	Current Year	Increase or (Decrease) from Preceding Year
OPERATING INCOME		
Operating Revenues	556,877,337	\$44,344,210
Operating Expenses		
Operation Expense	461,469,109	32,832,683
Maintenance Expense	10,191,899	2,487,407
Depreciation Expense	18,402,165	1,284,215
Amortization of Utility Plant	2,410,873	728,228
Amortization of Regulatoru Debits	5,175,684	-
Amortization of Investment Tax Credit	(186,736)	0
Taxes other than Income Taxes	11,515,839	558,584
Income Taxes	9,170,261	(345,529)
Provisions for Deferred Federal Income Taxes	1,926,999	2,467,098
Federal Income Taxes Deferred In Prior Years..(Credit)	(665,892)	(22,660)
Total Operating Expenses	519,410,201	39,990,026
Net Operating Revenues	37,467,136	4,354,184
Income from Utility Plant Leased to Others	-	-
Other Utility Operating Income	-	-
Total Utility Operating Income	37,467,136	4,354,184
OTHER INCOME		
Income from Mds. Jobbing & Contract Work	(120,604)	(593,543)
Income from Nonutility Operations	91,475	1,474
Nonoperating Rental Income	1,217,597	789,088
Interest and Dividend Income	193,774	82,638
Miscellaneous Nonoperating Income	23,300	(6,100)
Total Other Income	1,405,542	273,557
Total Income	38,872,678	4,627,741
MISCELLANEOUS INCOME DEDUCTIONS		
Miscellaneous Amortization	-	-
Other Income Deductions	283,149	32,558
Total Income Deductions	283,149	32,558
Income Before Interest Charges	38,589,530	4,595,184
INTEREST CHARGES		
Interest on Long-Term Debt	6,806,072	(93,428)
Amortization of Debt Discount and Expense	46,527	(4,015)
Amortization of Premium on Debt-Credit	-	-
Interest on Debt to Associated Companies	1,412,523	(2,665,848)
Other Interest Expense	7,353,507	2,768,147
Interest Charged to Construction-Credit	(257,195)	108,807
Total Interest Charges	15,361,434	113,663
Net Income	\$23,228,095	4,481,521

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BALANCE SHEET

Title of Account	Balance End of Year	Title of Account	Balance End of Year
UTILITY PLANT		PROPRIETARY CAPITAL	
Utility Plant.....	648,617,097	CAPITAL STOCK	
OTHER PROPERTY AND INVESTMENTS		Common Stock Issued.....	71,425,000
Nonutility Property.....	4,243,352	Preferred Stock Issued.....	-
Investment in Associated Companies.....	-	Capital Stock Subscribed.....	-
Other Investments.....	9,000	Premium on Capital Stock.....	118,569,287
Special Funds.....	-	Total.....	189,994,287
Total Other Property and Investments	4,252,352	SURPLUS	
CURRENT AND ACCRUED ASSETS		Other Paid-In Capital.....	-
Cash.....	3,345,984	Earned Surplus.....	134,064,861
Special Deposits.....	-	Surplus Invested in Plant.....	-
Working Funds.....	-	Total.....	134,064,861
Temporary Cash Investments.....	-	Total Propriety Capital.....	324,059,148
Notes and Accounts Receivable.....	66,473,341	LONG-TERM DEBT	
Receivables from Associated Companies.....	43,966,736	Bonds.....	85,000,000
Materials and Supplies.....	78,257,498	Advances from Associated Companies.....	-
Prepayments.....	5,675,739	Other Long-Term Debt.....	-
Interest and Dividends Receivable.....	-	Total Long-Term Debt.....	85,000,000
Rents Receivable.....	-	CURRENT AND ACCRUED LIABILITIES	
Accrued Utility Revenues.....	15,250,729	Notes Payable.....	142,400,000
Misc. Current and Accrued Assets.....	-	Accounts Payable.....	42,345,685
Total Current and Accrued Assets.....	212,970,027	Payables to Associated Companies.....	16,397,073
DEFERRED DEBITS		Customer Deposits.....	1,660,284
Unamortized Debt Discount and Expense.....	479,276	Taxes Accrued.....	3,329,406
Extraordinary Property Losses.....	-	Interest Accrued.....	808,239
Preliminary Survey and Investigation Charges.....	2,361	Dividends Declared.....	-
Clearing Accounts.....	-	Matured Long-Term Debt.....	-
Temporary Facilities.....	-	Matured Interest.....	-
Miscellaneous Deferred Debits.....	144,719,500	Tax Collections Payable.....	516,961
Total Deferred Debits.....	145,201,137	Misc. Current and Accrued Liabilities.....	7,279,197
CAPITAL STOCK DISCOUNT AND EXPENSE		Total Current and Accrued Liabilities.....	214,736,845
Discount on Capital Stock.....	-	DEFERRED CREDITS	
Capital Stock Expense.....	-	Unamortized Premium on Debt.....	-
Total Capital Stock Discount and Expense.....	-	Customer Advances for Construction.....	3,198,675
REACQUIRED SECURITIES		Other Deferred Credits.....	80,193,107
Reacquired Capital Stock.....	-	Total Deferred Credits.....	83,391,782
Reacquired Bonds.....	-	RESERVES	
Total Reacquired Securities.....	-	Reserves for Depreciation.....	218,526,771
Total Assets and Other Debits.....	\$ 1,011,040,613	Reserves for Amortization.....	12,097,206
		Reserves for Uncollectible Accounts.....	7,335,707
		Operating Reserves.....	9,886,617
		Reserve for Depreciation and Amortization of Nonutility Property.....	(3,197)
		Reserves for Deferred Income Taxes.....	56,009,735
		Total Reserves.....	303,852,838
		CONTRIBUTIONS IN AID OF CONSTRUCTION	
		Contributions in Aid of Construction.....	-
		Total Liabilities and Other Credits.....	\$ 1,011,040,613

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STATEMENT OF EARNED SURPLUS

Account	Amount for Year	Inc/(Dec) from Preceding Year
Unappropriated Earned Surplus (at beginning of period)	122,836,765	14,746,574
Balance Transferred from Income	23,228,095	4,481,521
Miscellaneous Credits to Surplus	-	-
Miscellaneous Debits to Surplus	-	-
Appropriations of Surplus	-	-
Net Additions to Earned Surplus	23,228,095	4,481,521
Dividends Declared-Preferred Stock	-	-
Dividends Declared-Common Stock	12,000,000	8,000,000
Unappropriated Earned Surplus (at end of period)	134,064,860	11,228,095

ELECTRIC OPERATING REVENUES

Account	Operating Revenues	
	Amount for Year	Inc/(Dec) from Preceding Year
SALES OF ELECTRICITY		
Residential Sales	\$	
Commercial and Industrial Sales		
Small (or Commercial)		
Large (or Industrial)		
Public Street and Highway Lighting		
Other Sales to Public Authorities		
Sales to Railroad and Railways		
Interdepartmental Sales		
Miscellaneous Electric Sales		
Total Sales to Ultimate Consumers		
Sales for Resale		
Less: Provision for Rate Refunds		
Total Sales of Electricity		
OTHER OPERATING REVENUES		
Forfeited Discounts		
Miscellaneous Service Revenues		
Sales of Water and Water Power		
Rent from Electric Property		
Interdepartmental Rents		
Other Electric Revenues		
Total Other Operating Revenues		
Total Electric Operating Revenues	None	None

SUMMARY OF ELECTRIC OPERATION AND MAINTENANCE EXPENSES

Functional Classification	Operation	Maintenance	Total
Power Production Expenses		\$	\$
Electric Generation			
Steam Power			
Nuclear Power			
Hydraulic Power			
Other Power			
Other Power Supply Expenses			
Total Power Production Expenses			
Transmission Expenses			
Distribution Expenses			
Customer Accounts Expenses			
Sales Expenses			
Administrative and General Expenses			
Total Electric Operation and Maintenance Expenses	None	None	None

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GAS OPERATING REVENUES		
Account	Operating Revenues	
	Amount for Year	Increase or (Decrease) from Preceding Year
SALES OF GAS		
Residential Sales.....	\$ 337,997,780	\$ 5,224,000
Commercial and Industrial Sales		
Small (or Commercial).....	148,158,361	(2,190,989)
Large (or Industrial).....	11,729,639	(644,480)
Other Sales to Public Authorities.....	12,637,567	(3,781,912)
Interdepartmental Sales.....	-	-
Miscellaneous Gas Sales.....	564,966	28,541,911
Total Sales to Ultimate Consumers.....	511,088,312	27,148,530
Sales for Resale.....	19,019,977	14,462,693
Total Sales of Gas.....	530,108,289	41,611,224
OTHER OPERATING REVENUES		
Forfeited Discounts-Late Payment Charges.....	538,368	(68,404)
Miscellaneous Service Revenues.....	1,252,457	(125,798)
Revenues from Transportation of Gas to Others.....	26,157,794	5,034,518
Sales of Products Extracted from Natural Gas.....	-	-
Revenues from Natural Gas Processed by Others.....	-	-
Rent from Gas Property.....	51,266	(573,135)
Interdepartmental Rents.....	-	-
Other Gas Revenues.....	(1,230,836)	(1,534,196)
Total Other Operating Revenues.....	26,769,046	2,732,984
Total Gas Operating Revenues.....	556,877,335	44,344,208

SUMMARY OF GAS OPERATION AND MAINTENANCE EXPENSES			
Functional Classification	Operation	Maintenance	Total
Steam Production.....	-	-	-
Manufactured Gas Production.....	-	-	-
Other Gas Supply Expenses.....	391,978,169	-	391,978,169
Total Production Expenses.....	391,978,169	-	391,978,169
Local Storage Expenses.....	930,029	129,069	1,059,097
Transmission and Distribution Expense.....	15,723,724	10,062,830	25,786,554
Customer Accounts Expense.....	19,025,895	-	19,025,895
Sales Expense.....	2,688,536	-	2,688,536
Administrative and General Expenses.....	31,122,756	-	31,122,756
Total Gas Operation and Maintenance Expenses....	461,469,109	10,191,899	471,661,008

March 31, 2008, I hereby certify that the foregoing statements are full, just and true to the best of my knowledge and belief. This statement is signed under the penalties of perjury.

Robert J. Weiser, Jr.
Vice President, Controller and Chief Accounting Officer

Commonwealth of Massachusetts
Executive Office of Environmental Affairs ■ MEPA Office

For Office Use Only
Executive Office of Environmental Affairs
EOEA No.:
MEPA Analyst:
Phone: 617-626-

ENF Environmental Notification Form

The information requested on this form must be completed to begin MEPA review in accordance with the provisions of the Massachusetts Environmental Policy Act, 301 CMR 11.00.

Project Name: 175 Maple Street		
Street: Maple Street		
Municipality: Marlborough	Watershed: Sudbury Reservoir	
Universal Transverse Mercator Coordinates: Zone: 19 Easting: 290494 Northing: 4690938	Latitude: 042°20'33"N Longitude: 071°32'36"W	
Estimated commencement date: 4/08	Estimated completion date: 8/08	
Approximate cost: 10,000	Status of project design: 100	%complete
Proponent: 175 Maple Street Land Owner, L.L.C.		
Street: 900 Chapel Street, Suite 701		
Municipality: New Haven	State: CT	Zip Code: 06510
Name of Contact Person From Whom Copies of this ENF May Be Obtained: Daniel Campbell, PE		
Firm/Agency: Level Design Group, L.L.C.	Street: 60 Man Mar Drive, Suite 12	
Municipality: Plainville	State: MA	Zip Code: 02762
Phone: 508.695.2221	Fax: 508.695.2219	E-mail: dcampbell@leveldg.com

Does this project meet or exceed a mandatory EIR threshold (see 301 CMR 11.03)?
 Yes No

Has this project been filed with MEPA before?
 Yes (EOEA No. _____) No

Has any project on this site been filed with MEPA before?
 Yes (EOEA No. _____) No

Is this an Expanded ENF (see 301 CMR 11.05(7)) requesting:

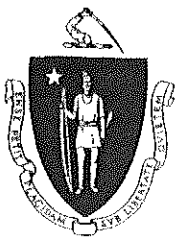
a Single EIR? (see 301 CMR 11.06(8))	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a Special Review Procedure? (see 301 CMR 11.09)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a Waiver of mandatory EIR? (see 301 CMR 11.11)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No
a Phase I Waiver? (see 301 CMR 11.11)	<input type="checkbox"/> Yes	<input checked="" type="checkbox"/> No

Identify any financial assistance or land transfer from an agency of the Commonwealth, including the agency name and the amount of funding or land area (in acres): None

Are you requesting coordinated review with any other federal, state, regional, or local agency?
 Yes (Specify _____) No

List Local or Federal Permits and Approvals: No permits are specifically required for the disposition of land.

The site in whole is being developed in accordance with current easements and development rights on the parcel to be disposed of by the Commonwealth. This site has required and obtained permits from the City of Marlborough for: Site Plan Review, City Council Special Permit, and Conservation Order of Conditions. A NPDES ORW permit was issued by the MassDEP with consultation from DCR for work on MassGIS



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF TRANSPORTATION
MASSACHUSETTS HIGHWAY DEPARTMENT

18
EOT

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

BERNARD COHEN
SECRETARY

LUISA PAIEWONSKY
COMMISSIONER

April 18, 2008

Re: I-495/I-290 Interchange Improvement Project, Marlborough/ Hudson
Environmental Notification Form (EEA #14210)

To: Distribution List

The Environmental Notification Form for the I-495/I-290 Interchange Improvement Project in Marlborough and Hudson was filed with the Executive Office of Energy and Energy Affairs on March 18, 2008.

A MEPA Consultation Meeting was held on April 8, 2008 at the Hudson Town Hall to present project information to agency representatives and to the public, and to provide a forum to answer project-related questions. As a result of questions that arose at this meeting, we have attached the following supplemental information:

- *I-495/I-290 Interchange Improvement Noise Evaluation*
- *Route 85 Connector Transportation Study (Executive Summary)*
- Revised Calculations for Impervious Area (a detailed depiction of ramps to be removed and new ramps to be constructed)
- More Detailed Stormwater System Plan
- Future Developments in the Project Area
- Potential Park & Ride Lot Information

To allow complete review and comment of this additional information, the comment period for the ENF has been extended by two weeks.
Comments on the ENF are now due April 29, 2008.

We appreciate your participation in the MEPA Review process.

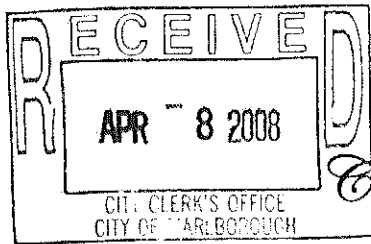
Sincerely,

Kevin M. Walsh
Director of Environmental Services

TEN PARK PLAZA, BOSTON, MA 02116-3969

TELEPHONE: (617) 973-7800 • TELEFAX: (617) 973-8040 • TDD: (617) 973-7306 • WWW.MHD.STATE.MA.US





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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 24, 2008
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 24, 2008 in Memorial Hall, 3rd floor, City Hall, Marlborough, MA 01752. Members present: Barbara Fenby, Chairperson, Steve Kerrigan, Clerk, Phil Hodge, Clyde Johnson, Edward Coveney, Robert Hanson and Sean Fay. Also present: City Engineer Thomas Cullen.

MINUTES

Meeting Minutes March 10, 2008

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

To accept and file the meeting minutes.

CHAIR'S BUSINESS

Street Listing Correspondence

The street listing for public and private ways was reported to the Planning Board. At this present time there is 191 unaccepted ways in the City. Mr. Cullen stated that the majority of the private ways that is currently plowed by the City is a matter of public safety.

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

To accept and file correspondence.

*The Commonwealth of Massachusetts
Marlborough/Hudson I-495/I-290/Route 85 Interchange Report*

The State is asking for a review, as required by 301 CMR 11.16 of the Massachusetts Environmental Policy Act Regulations, of the Environmental Notification Form for the state highway interchange project. Mr. Cullen stated that the City Engineering Department also received a copy of report as well.

APPROVAL NOT REQUIRED PLAN

181 Mill Street South

The City Engineer has reviewed the ANR for 181 Mill Street South and recommended that the Board approve the ANR Plan.

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

To accept and endorse a plan of land believed to be Approval Not Required of FJW, LLC of 259 Turnpike Road, Southborough, MA 01772. Name of Engineer: The Jillson Company, P.O. Box 2135, Framingham, MA 01703. Deed of property recorded in South Middlesex Registry of Deeds book 47490, page 167, book 45351 page, 508 and book 15274; page 567. Location and description of property: located at 181 Mill Street South property shown on Assessors map 104, parcel 30.

Boston Post Road East/Dicenzo Blvd

Don Seaburg presented to the Planning Board the Approval Not Required Plan for 639 and 661 Boston Post Road East explaining the change in lots for property.

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

To accept and refer the proposed plan to the City Engineer for his review and recommendation at the next meeting on Monday, April 7, 2008.

PUBLIC HEARING

SUBDIVISION PROGRESS REPORTS

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

To move up agenda item 5-C (Forest Trail).

Forest Trail (Mosher Lane)

Subdivision Update from the City Engineer

Mr. Cullen did a full review of the subdivision and several issues that still need to be addressed in the following areas:

- Emergency Access Drive
- Drainage Easement
- Sewer Extension
- Plan of Acceptance for Mosher Lane
- Legal Descriptions
- Grading, final pavings and debris removal needs to be completed

Donald Rider, City Solicitor

Mr. Rider stated that the issue was the legal effect of paragraph 11 in the covenant between the board and the developer. Paragraph 11 states that "construction of all ways and the installation of all municipal services shall be completed in accordance with the applicable Rules and Regulation of the Planning Board within a period of two (2) years from the date of approval of the "Plan". Failure to so complete or to obtain an extension shall automatically rescind the approval of the "Plan" as to lots not yet released from this Covenant and full re-application for approval of

such lots will be required." Mr. Rider stated that the Board could consider that the covenant required the developer to have completed the subdivision road and infrastructure work by August or September 2004, so that under paragraph 11 all lots released prior to the two-year deadline would not be affected by the automatic recession of the subdivision approval. He stated that, according to Board records, the developer had not completed that work by that deadline. Mr. Rider stated that the factual issue thus became which lots, if any, were not yet released prior to August or September 2004.

Mr. Rider presented to the board several options on how it could proceed to address that factual issue. One option was for the Board to require that Avidia Bank take lots 11 through 16 through a new approval process. Another option was to re-examine the Board's lot release in November 2002. He stated that the only documentary evidence indicated that the Board had released lots 1 through 10 inclusive, as shown on the original lot release in November 2002. The question thus arose whether or not the remaining lots 11 through 16 including parcels 15A and 16A were released prior to August or September 2004.

To help the Board address that question, Pamela Wilderman, the Planning Board's previous secretary, spoke. Ms. Wilderman stated that the Board intended to release all lots in 2002. She stated that, at the November 2002 meeting, the developer was looking for an immediate release of the lots at that meeting and when she then and there asked the Asst. City Engineer, Thomas Temple, he stated there were only 10 lots. She stated that the Planning Board intended to release all lots inclusively. She stated that the 1-10 inclusive was strictly a scrivener's error, as the lot release should have been for 1-16 inclusive. She also stated that the Planning Board has not released a single lot in several years due to past problems of releasing single lots.

Mr. Rider advised the Board that it was free to accept or reject Ms. Wilderman's statements in whole or in part, and that the Board should determine whether what she stated was or was not consistent, not only with the Board's custom and practice back in November 2002, but also with each member's recollection, if any, of the November 2002 meeting.

Daniel Burger, attorney for Avidia Bank, stated that the bank was willing to accept an affidavit from Ms. Wilderman on the scrivener's error if the Board chose to go that route. He also asserted that the automatic rescission was invalid for having failed to comply with MGL c. 41, § 81W. Mr. Rider replied that § 81W deals only with a vote to rescind, not with an automatic rescission.

Mr. Fay asked Ms. Wilderman if the Board did not do single release lots, then why did they do one for Lot 14? Ms. Wilderman did not have a direct answer, nor did Ms. Lizotte. Ms. Wilderman did state that the Board did confirmatory releases when the mortgagees requested one for their real estate closings.

Mr. Fay also asked Mr. Burger whether in his opinion if he thought that the solution being proposed was legally sufficient. He also asked the attorney if the purchaser would be able to obtain title insurance for the individual lots based upon the Scrivener's affidavit. Mr. Burger stated that he thought the solution was legally sufficient and that purchasers would be able to obtain title insurance with a scrivener's affidavit.

Ms. Fenby did question the members to ask them what they thought was the better solution. Mr. Johnson stated he wanted to do what was best for the current homeowners. Mr. Kerrigan stated that he understood what the clear process would be. Mr. Hodge stated there was no consistency in the lots and would vote for the clearest way without changing anything.

Mr. Fay asked Attorney Burger if he regarded the scrivener's affidavit as a legally sufficient method of establishing that the Board had released all the lots/parcels in the Forest Trail subdivision in November 2002. Attorney Burger stated that the scrivener's affidavit would, in his opinion, be legally sufficient, and he reiterated his support for the affidavit which he had proposed to the Board earlier in the meeting.

Mr. Rider also reminded the Board about the proposed agreement between the Board and Avidia, which was in the nature of a "mini covenant," and advised that the Board might wish to require Avidia to post a bond to protect the City in case of default by Avidia Bank.

On a motion by Mr. Johnson, seconded by Mr. Coveney, with Mr. Fay and Mr. Hanson abstaining, it was duly voted:

That, effective November 18, 2002, the Planning Board hereby certifies, now for then, that the requirements called for by the Covenant dated September 23, 2002, and recorded in the Middlesex South Registry of Deeds on September 26, 2002 in Book 36520, Page 575, have been secured through bond or sureties to the satisfaction of the Planning Board, as to Lots 11 through 16, including Parcels 15A and 16A, as shown on Plan 1026 of 2002, as endorsed by the Board on September 23, 2002 and recorded in the Middlesex South Registry of Deeds on September 26, 2002 in Book 36520, Page 570, and said Lots 11 through 16, including Parcels 15A and 16A, were released from the Covenant's restrictions as to sale and building thereon; and, further, the Board requests a scrivener's affidavit from Pamela Wilderman relative to said release.

On a motion by Mr. Johnson, seconded by Mr. Coveney, with Mr. Fay and Mr. Hanson abstaining, it was duly voted:

That, effective November 18, 2002, the Planning Board hereby confirms that the requirements called for by the Covenant dated September 23, 2002, and recorded in the Middlesex South Registry of Deeds on September 26, 2002 in Book 36520, Page 575, have been secured through bond or sureties to the satisfaction of the Planning Board, as to Lots 1 through 16, including Parcels 15A and 16A, as shown on Plan 1026 of 2002, as endorsed by the Board on September 23, 2002 and recorded in the Middlesex South Registry of Deeds on September 26, 2002 in Book 36520, Page 570, and said Lots 1 through 16, including Parcels 15A and 16A, were released from the Covenant's restrictions as to sale and building thereon.

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

To ask the City Engineer to prepare a bond amount and to place Forest Trail on the next meeting agenda.

Update from City Engineer

Mr. Cullen provided to the Board a new subdivision status report. He stated that Water's Edge resubmitted new as-builts, O'Leary's Landing has resubmitted their as-builts for review and he his preparing a final "punchlist" for Sterling Woods.

***Davis Estates
Bond Reduction***

Mr. Cullen has reviewed the status of the subdivision and can recommend that the current bond amount of \$810,000.00 to \$357,000.00.

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

To accept and file the correspondence from City Engineer Thomas Cullen, and to authorize the reduction of the bond securing the subdivision from \$810,000.00 to \$357,000.00

***The Residences of Oak Crest
Subdivision Extension***

The developer is asking for a two year extension to complete all roadways and installation of all municipal services. The definitive approval date was February 27, 2006 and the date to extend the subdivision before the two year date according to paragraph 11 in the Covenant would have been February 27, 2008. All lots were released from the Covenant on December 3, 2007.

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

To ask the developer to resubmit a clean version of his request, to request the City Engineer for a status report and to alert the City Solicitor of the request.

PENDING SUBDIVISION PLANS: Updates and Discussion

PRELIMINARY/ OPEN SPACE SUBDIVISION SUBMITTALS

DEFINITIVE SUBDIVISION SUBMISSIONS

SCENIC ROADS

Tree Warden
Correspondence

In a letter written by Chris White, the Tree Warden for the City, explained to Mayor Stevens that a joint public hearing was held with the Planning Board regarding several trees throughout the City. Since there was opposition from a resident on several trees the Mayor would have to give her written consent for the removal.

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

To accept and file correspondence.

City Solicitor Donald Rider
Correspondence

The City Solicitor sent correspondence informing the Board the public hearing that was held with the Tree Warden on March 10, 2007 was illegally insufficient to invoke joint public hearing. As he mentioned, the only time a public hearing is warranted is when "any tree cutting removal...becomes meaningful for scenic road purposes only of proposed in connection with 'repair, maintenance, reconstruction, or paving work' being done to scenic road." This would be the same conclusion for stone walls.

Mr. Rider, under the direction of the Mayor, has prepared a checklist for the Board and the Tree Warden determine if a joint public hearing would be necessary or if the jurisdiction would be under the Tree Warden. Mr. Rider would also like to add the following language to the Scenic Road Application:

The Scenic Roads Act and the City of Marlborough's Scenic Roads Ordinance provide that any repair, maintenance, reconstruction or paving work done with respect to any road designated as a scenic road shall not involve or include the cutting or removal of trees or tearing down or destruction of stone walls, or portions thereof, except with prior written consent of the Planning Board after a public hearing.

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

To accept and file correspondence; and add the language to the permit.

SIGNS

INFORMAL DISCUSSION

Abutters Literature

At this time there is not further information.

COMMUNICATIONS/CORRESPONDENCE

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


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

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

To adjourn at 8:40 p.m.

A TRUE COPY

ATTEST:



Steven Kerrigan, Clerk