

1. Minutes of the City Council Meeting, November 8, 2010.
2. PUBLIC HEARING On the Petition from Massachusetts Electric Co. and Verizon New England Inc. to install new P.17-34 and remove pole on Church St., Order No. 10-1002733.
3. PUBLIC HEARING On the Application for Special Permit from Andy Candiello on behalf of MetroPCS Massachusetts, LLC, to install a Wireless Communications Facility onto the existing communications tower at 860 Boston Post Rd. East, Order No. 10-1002715.
4. Communication from the Mayor re: transfer request in the amount of \$1,125.10 from Holiday Pay to Sick Buy Back to fund benefits associated with an employee's resignation.
5. Communication from the Mayor re: Commonwealth of Massachusetts, State 911 Department Support and Incentive Program grant in the amount of \$93,328.00 awarded to the Marlborough Police Department to cover personnel costs in the 911 dispatch center as well as tying in the Fire Department's computer system.
6. Communication from the Mayor re: Emergency Management/FEMA Flood grants totaling \$20,242.99 awarded to the Department of Emergency Management which provide 75% reimbursement for allowable expenditures related to the March 2010 floods.
7. Communication from the Mayor re: State 911 Department Training grant in the amount of \$15,482.00 awarded to the Marlborough Police Department to be used for expenses associated with personnel attending training classes.
8. Communication from the Mayor re: Citizen Corps grant in the amount of \$4,000.00 awarded to the Department of Emergency Management as a reimbursement, by which a portion of the grant must be expended by December 31, 2010.
9. Communication from the Mayor re: appointment of Nelson Lambert to the Parks and Recreation Commission for a term to expire on May 6, 2013.
10. Communication from City Solicitor Rider re: Special Permit, Clear Wireless, LLC, 115 Onamog St., in proper legal form, Order No. 10-1002648B.
11. Communication from Assistant City Solicitor Panagore Griffin re: Acceptance of Peebles Way, Municipal Easements and Open Space in the Deerfield Village Subdivision, Order No. 10-1002714A.
12. Communication from the Executive Director of PERAC, Joseph Connarton, re: Appropriation for Fiscal Year 2012.
13. Communication from Gary White re: Acceptance of Easements of Fahey St., Order No. 10-1002596A.
14. Communication from Attorney Norris re: Easement Agreement of Blum Property on Shorter St.
15. Communication from Andy Candiello on behalf of MetroPCS to withdraw without prejudice the Application for Special Permit for proposed installation of a Telecommunications Facility onto the existing utility pole at Donald Lynch Blvd., adjacent to the existing power sub-station, Order No. 10-1002416D.
16. Communication from Attorney Valeriani on behalf of Verizon Wireless, re: request to extend time limitations to permit, construct, operate and maintain a Wireless Communication Facility consisting of a 130' antenna-monopole-tower at 800 Bolton St. to February 28, 2011 at 11:00 PM, Order No. 10-1002623B.
17. Communication from David Carroll, Area Manager for Tennessee Gas Pipeline Co. re: Emergency Personnel List.

18. Communication from Steven Clinton, MassDevelopment Senior Vice President re: Summary of a Revenue Bond Project to be financed on behalf of UMass Memorial Medical Center.
19. Minutes, Traffic Commission, August 31 & September 28, 2010.
20. Minutes, Planning Board, October 18, 2010.
21. CLAIMS:
 - A. Kimberly Lowell, 52 Broad St. Apt 2, pothole or other road defect
 - B. Paul Pazi, 178 Lincoln St., pothole or other road defect

REPORTS OF COMMITTEES:

22. **ORDERED:** In light of the recent certification of Free Cash, the City Council respectfully requests the Mayor to forthwith submit a transfer of funds from Free Cash to OPEB in the amount of \$1 million dollars.Submitted by: Councilor Delano

UNFINISHED BUSINESS:**From Public Services Committee**

23. **Order No. 10-1002714 - Communication from Attorney Golden requesting Acceptance of Peebles Way as a Public Way together with:
Approval letter from the City of Marlborough Planning Board;
Approved Plan of Acceptance Easements and Open Space of Peebles Way;
Proposed Quitclaim Deed.**
Asst. Solicitor Panagore-Griffin prepared the Order of Acceptance. She advised the committee that separate votes should be taken on the Order of Acceptance, the easements and the acceptance by the City of the open space as shown on the Plan of Acceptance prepared by Thomas Land Surveyors and Engineering Consultants, Inc., 265 Washington Street, Hudson, MA 01749. **Recommendation of the Public Services Committee is to approve Acceptance of Peebles Way as a Public Way , including the Order of Acceptance, the Plan of Acceptance, Easements and Open Space of Peebles Way and the Proposed Quitclaim Deed 3-0.**
24. **Order No. 10-1002708A - Petition from Mass Electric and Verizon New England to install new intermediate P. 31-50 which is east of present pole 31 on Essex Street and relocate pole 19 on Cook Lane.** The City Engineer forwarded an email to the City Council advising that the Engineering Division has reviewed the NGrid/Verizon Petitions and is without objection. The proponent should be required to: 1) Pull a road opening permit at the time of the work; 2) Assure that the sidewalk horizontal clearances (ADA purposes) are met or exceeded. **Recommendation of the Public Services Committee is to approve 3-0.**
25. **Order No. 10-1002672 - Petition from Mass Electric and Verizon New England to install intermediate pole on Cook Lane P. 19-50 for the purposes of feeding a new urd.** The City Engineer forwarded an email to the City Council advising that the Engineering Division has reviewed the NGrid/Verizon Petitions and is without objection. The proponent should be required to: 1) Pull a road opening permit at the time of the work; 2) Assure that the sidewalk horizontal clearances (ADA purposes) are met or exceeded. **Recommendation of the Public Services Committee is to approve 3-0.**

26. **Order No. 10-1002668 - Communication from Commissioner LaFreniere requesting consideration and approval of a Grant of Utility Easement to Mass Electric from the City of Marlborough to provide for upgrades to the overhead system and an underground electric distribution system for the Westerly Wastewater Treatment Plant.** The Plant upgrades are currently under construction and the Easement is necessary for MEC to install and maintain its equipment. Also enclosed for reference is the sketch entitled, "National Grid Work Location 303 Boundary Street, Work Order #814764" depicting the Easement at 303 Boundary Street. **Recommendation of the Public Services Committee is to approve 3-0.**

From Wireless Communications Committee

27. **Order No. 10-1002648B – Application of Clear Wireless, LLC to modify Wireless Communications Facility at 115/109 Onamog St.** Discussion was continued from the 10/18/2010 Wireless subcommittee meeting on the application for a Special Permit from Clear Wireless to install a telecommunications facility on to an existing Water Tank on Fairmont Hill, 115 Onamog Street. A review of the Applicant's folder was conducted and all the inclusions were found to be proper. No new testimony was heard and review of the "Decision" was begun covering the Evidence, Findings of Fact and the twelve (12) Conditions that would be applied. Minor changes were made to the wording for clarification. **Recommendation of the Wireless Communication Committee is to approve the Special Permit 2-0 contingent upon submission of the "Coverage Maps" so they may be included in the file. Further, a motion made by Councilor Landers to request a "Suspension of the Rules to refer the matter to the City Solicitor to be placed in Proper Form" for the November 22, 2010 City Council meeting was approved 2-0.**

From Operations and Oversight Committee

28. **Order No. 10-1002627 – X-10-1002588B - That the Public Facilities Director be and is hereby authorized to Issue a Notice of Award of a contract to the lowest eligible bidder in the amount of \$818,000.00 for the completion of the Sligo Hill Rehabilitation Project and that the Mayor be authorized to negotiate and sign said contract.** The Committee discussed options for the rehabilitation of the communications tower and the costs involved. Mr. Ghiloni stated that he was unsure of the breakdown between labor and materials. He also informed the Committee that the project will be going out to bid again which could possibly lower the cost. **Recommendation of the Operations and Oversight Committee is to approve 3-0.**

From Finance Committee

29. **Order No. 10-1002707 – Start Library Director at Step 1.** The Finance Committee reviewed the Chair of the Library Board of Director's letter dated September 23, 2010 requesting the new Library Director start at step 1. **Recommendation of the Finance Committee is to approve the starting salary at step 1, 5-0.**
30. **Order No.10-1002679 – Transfers to Cover Firefighter Overtime - \$3,089.71.** The Finance Committee reviewed the Mayor's letter dated September 8, 2010 requesting the following two transfers to cover firefighter overtime:
- \$2,447.82 from Firefighter salary to Firefighter Overtime
 - \$641.89 from Fire Captain salary to Firefighter Overtime
- Recommendation of the Finance Committee is to approve both transfers 5-0.**

31. **Order No. 10-1002712 – Transfers to Cover Firefighter Overtime - \$3,059.76.** The Finance Committee reviewed the Mayor's letter dated October 14, 2010 requesting the transfer of \$3,059.76 from Firefighter salary to Firefighter Overtime. **Recommendation of the Finance Committee is to approve both transfers 5-0.**



**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK**

**Lisa M. Thomas
140 Main St.**

**Marlborough, MA 01752
(508) 460-3775 FAX (508) 460-3723**

NOVEMBER 8, 2010

Regular meeting of the City Council held on Monday, NOVEMBER 8, 2010 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors present: Ossing, Vigeant, Pope, Levy, Delano, Ferro, Elder, Tunnera, Seymour, Clancy and Landers. Meeting adjourned at 10:34 p.m.

ORDERED: That the minutes of the City Council Meeting October 18, 2010, **FILE**; adopted.

ORDERED: That the Council President welcomed Margaret Cardello as new the Library Director and recognized Boy's Scout Troop 2, **FILE**; adopted.

ORDERED: It is moved, in conformance with the provisions of Chapter 30A of the General Laws of the Commonwealth, that the Marlborough City Council conduct an executive session for two purposes, first, to conduct a strategy session in preparation for negotiations with non-union personnel under § 21(2) of Chapter 30A as an open meeting may have a detrimental effect on the negotiating position of the City of Marlborough, and second, to discuss strategy with respect to collective bargaining under § 21(3) of Chapter 30A as an open meeting may have a detrimental effect on the collective bargaining position of the City of Marlborough. It is further moved and stated that the Marlborough City Council will reconvene in open session after the executive session, **APPROVED and returned to open meeting at 8:50 p.m.**, adopted.

Yea: 11 -Nay: 0

Yea: Delano, Ferro, Elder, Tunnera, Seymour, Clancy, Landers, Ossing, Pope, Vigeant & Levy

MOTION made by Councilor Ossing to refer back to Mayor –withdrawn

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

ORDERED: That the DPW transfer request in the amount of \$6,000.00 from Undesignated Fund to Overtime Regular for Preston St. roadway reconstruction, move to **REPORTS OF COMMITTEE**; adopted.

FROM:

Acct. # 10000-35900

\$6,000.00

Undesignated Fund

TO:

Acct. # 14001103-51310

\$6,000.00

OT Regular

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ORDERED: That the Fire Department transfer request in the amount of \$95,000.00 from Undesignated Fund to Additional Overtime to cover anticipated shortfalls in the FY11 overtime funding, refer to **FINANCE COMMITTEE**; adopted.

FROM:

Acct. # 10000-35900 \$95,000.00
Undesignated Fund

TO:

Acct. # 12200003-51300 \$95,000.00
Additional OT

ORDERED: That the Legal Services transfer request in the amount of \$50,000.00 from Undesignated Fund to Legal Services to fund outside labor services related to ongoing collective bargaining negotiations, refer to **FINANCE COMMITTEE**; adopted.

FROM:

Acct. # 10000-35900 \$50,000.00
Undesignated Fund

TO:

Acct. # 11510004-53110 \$50,000.00
Legal Services

ORDERED: That the Water Transfer request in the amount of \$20,000.00 from Undesignated Fund to Professional & Technical Services to meet the Department of Environmental Protection (DEP) compliance requirements, refer to **FINANCE COMMITTEE**; adopted.

FROM:

Acct. # 10000-35900 \$20,000.00
Undesignated Fund

TO:

Acct. # 61090004-53180 \$20,000.00
Professional & Technical Services

ORDERED: That the Communication from the Mayor re: Human Service Task Force recommendations, **FILE**; adopted.

ORDERED: That the Human Services transfer request in the amount of \$31,665.91 to move funds from Undesignated to Director and \$75.00 from Undesignated Funds to Office Supplies necessary to implement the department's reorganization plan, refer back to the **MAYOR TO PROVIDE A SALARY ORDINANCE, JOB DESCRIPTIONS, ORGANIZATIONAL CHART AND FUNDING REQUIREMENTS**.

FROM:

Acct. # 10000-35900 \$31,665.91
Undesignated Fund

Acct. # 10000-35900 \$75.00
Undesignated Fund

TO:

Acct. # 15270001-50595 \$31,665.91
Director

Acct. # 15270005-54220 \$75.00
Office Supplies

ORDERED: That the Certification of Free Cash in the amount of \$3,840,266.00, **FILE**; adopted.

ORDERED: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY DELETING IN THEIR ENTIRETY SECTIONS 557-1 (PERMIT REQUIRED), 557-2 (FENCES OR BARRIERS REQUIRED), 557-3 (INSPECTION REQUIRED), 557-4 (EXEMPTIONS), 557-5 (COMPLIANCE), AND 557-6 (VIOLATIONS AND PENALTIES) OF CHAPTER 557, AND ADDING THE FOLLOWING NEW PARAGRAPH TO THE SECTION OF CHAPTER 557 ENTITLED "GENERAL REFERENCES":

Commonwealth of Massachusetts State Building Code, as amended (See 780 CMR), refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**.

ORDERED: That the Communication from Superintendent Nawrocki re: request to meet with City Council or Finance Committee pertinent to the progress of the school building renovation project, refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the Communication from Attorney Bergeron re: conveyance of the land behind the Walker Estate in which a sewer trunk line is located to propose a so-called "open space" subdivision of the property, refer to **OPEN SPACE COMMITTEE**; adopted.

ORDERED: That there being no objection thereto set **NOVEMBER 22, 2010** as date for a **PUBLIC HEARING** on the Petition from Massachusetts Electric Co. and Verizon New England, Inc. to install stub P. 17-34 and remove pole on Church St., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Application from Daniel Deychman d/b/a D & P Limo for Livery license at 35 Hosmer St., Apt 11, refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Minutes, Planning Board, October 4, 2010, **FILE**; adopted.

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

- A. Julie Purcell, 197 Stow Rd., other property damage
- B. Ana Batista, 676 Farm Rd., other property damage
- C. Diane Welch, 145 Pleasant St., pothole or other road defect

Reports of Committees:

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

Order No. 10-1002714 - Communication from Attorney Golden requesting Acceptance of Peebles Way as a Public Way together with:

Approval letter from the City of Marlborough Planning Board;

Approved Plan of Acceptance Easements and Open Space of Peebles Way;

Proposed Quitclaim Deed.

Asst. Solicitor Panagore-Griffin prepared the Order of Acceptance. She advised the committee that separate votes should be taken on the Order of Acceptance, the easements and the acceptance by the City of the open space as shown on the Plan of Acceptance prepared by Thomas Land Surveyors and Engineering Consultants, Inc., 265 Washington Street, Hudson, MA 01749. **Recommendation of the Public Services Committee is to approve Acceptance of Peebles Way as a Public Way , including the Order of Acceptance, the Plan of Acceptance, Easements and Open Space of Peebles Way and the Proposed Quitclaim Deed 3-0.**

Order No. 10-1002708 - Petition from Mass Electric and Verizon New England to install new intermediate P. 31-50 which is east of present pole 31 on Essex Street and relocate pole 19 on Cook Lane. The City Engineer forwarded an email to the City Council advising that the Engineering Division has reviewed the NGrid/Verizon Petitions and is without objection. The proponent should be required to: 1) Pull a road opening permit at the time of the work; 2) Assure that the sidewalk horizontal clearances (ADA purposes) are met or exceeded. **Recommendation of the Public Services Committee is to approve 3-0.**

Order No. 10-1002672 - Petition from Mass Electric and Verizon New England to install intermediate pole on Cook Lane P. 19-50 for the purposes of feeding a new urd. The City Engineer forwarded an email to the City Council advising that the Engineering Division has reviewed the NGrid/Verizon Petitions and is without objection. The proponent should be required to: 1) Pull a road opening permit at the time of the work; 2) Assure that the sidewalk horizontal clearances (ADA purposes) are met or exceeded. **Recommendation of the Public Services Committee is to approve 3-0.**

Order No. 10-1002668 - Communication from Commissioner LaFreniere requesting consideration and approval of a Grant of Utility Easement to Mass Electric from the City of Marlborough to provide for upgrades to the overhead system and an underground electric distribution system for the Westerly Wastewater Treatment Plant. The Plant upgrades are currently under construction and the Easement is necessary for MEC to install and maintain its equipment. Also enclosed for reference is the sketch entitled, "National Grid Work Location 303 Boundary Street, Work Order #814764" depicting the Easement at 303 Boundary Street. **Recommendation of the Public Services Committee is to approve 3-0.**

Councilor Clancy reported the following out of the Wireless Communications Committee:

Order No. 10-1002648 - Application of Clear Wireless, LLC to modify Wireless Communications Facility at 115/109 Onamog St. Discussion was continued from the 10/18/2010 Wireless subcommittee meeting on the application for a Special Permit from Clear Wireless to install a telecommunications facility on to an existing Water Tank on Fairmont Hill, 115 Onamog Street. A review of the Applicant's folder was conducted and all the inclusions were found to be proper. No new testimony was heard and review of the "Decision" was begun covering the Evidence, Findings of Fact and the twelve (12) Conditions that would be applied. Minor changes were made to the wording for clarification. **Recommendation of the Wireless Communication Committee is to approve the Special Permit 2-0 contingent upon submission of the "Coverage Maps" so they may be included in the file. Further, a motion made by Councilor Landers to request a "Suspension of the Rules to refer the matter to the City Solicitor to be placed in Proper Form" for the November 22, 2010 City Council meeting was approved 2-0.**

Councilor Ferro reported the following out of the Operations and Oversight Committee:

Order No. 10-1002627 – X-10-1002588B - That the Public Facilities Director be and is hereby authorized to Issue a Notice of Award of a contract to the lowest eligible bidder in the amount of \$818,000.00 for the completion of the Sligo Hill Rehabilitation Project and that the Mayor be authorized to negotiate and sign said contract. The Committee discussed options for the rehabilitation of the communications tower and the costs involved. Mr. Ghiloni stated that he was unsure of the breakdown between labor and materials. He also informed the Committee that the project will be going out to bid again which could possibly lower the cost. **Recommendation of the Operations and Oversight Committee is to approve 3-0.**

Councilor Ossing reported the following out of the Finance Committee:

Order No. 10-1002707 – Start Library Director at Step 1. The Finance Committee reviewed the Chair of the Library Board of Director's letter dated September 23, 2010 requesting the new Library Director start at step 1. **Recommendation of the Finance Committee is to approve the starting salary at step 1, 5-0.**

Order No.10-1002679 – Transfers to Cover Firefighter Overtime - \$3,089.71. The Finance Committee reviewed the Mayor's letter dated September 8, 2010 requesting the following two transfers to cover firefighter overtime:

- \$2,447.82 from Firefighter salary to Firefighter Overtime
- \$641.89 from Fire Captain salary to Firefighter Overtime

Recommendation of the Finance Committee is to approve both transfers 5-0.

Order No. 10-1002712 – Transfers to Cover Firefighter Overtime - \$3,059.76. The Finance Committee reviewed the Mayor's letter dated October 14, 2010 requesting the transfer of \$3,059.76 from Firefighter salary to Firefighter Overtime. **Recommendation of the Finance Committee is to approve both transfers 5-0.**

Suspension of the Rules requested – granted

ORDERED: That the DPW transfer request in the amount of \$6,000.00 from Assistant Commissioner DPW to Overtime Regular for Preston St. roadway reconstruction, **APPROVED**; adopted.

FROM:

Acct. # 60080001-50630 \$6,000.00
Assistant Commissioner DPW

TO:

Acct. # 14001103-51310 \$6,000.00
OT Regular

Suspension of the Rules requested – granted

ORDERED: That the Retirement Benefits transfer request in the amount of \$22,082.00 which moves funds from Fringes to Sick Leave Buy Back and \$2,261.00 which moves funds from Fringes to Longevity to fund benefits associated with an employee's retirement, **APPROVED**; adopted.

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| | |
|------------------------|-------------|
| FROM: | |
| Acct. # 11990006-51500 | \$22,082.00 |
| Fringes | |
| Acct. # 11990006-51500 | \$2,261.00 |
| Fringes | |
| TO: | |
| Acct. # 61090003-51920 | \$22,082.00 |
| Sick Leave Buy Back | |
| Acct. # 61090003-51430 | \$2,261.00 |
| Longevity | |

Suspension of the Rules requested – granted

ORDERED: That the City of Marlborough hereby accepts the provisions of 780 CMR Appendix 120.AA, the Massachusetts Stretch Energy Code, with such acceptance to be effective on January 1, 2012, **APPROVED**; adopted.

Councilor Elder opposed

Suspension of the Rules requested – granted

ORDERED: That the Application of Clear Wireless, LLC to modify Wireless Communications Facility at 115/109 Onamog St., refer to **CITY SOLICITOR TO BE PUT IN PROPER FORM FOR THE NOVEMBER 22, 2010 CITY COUNCIL MEETING**; adopted.

ORDERED: That the Application for amended Special Permit from Attorney Gadbois, on behalf of Fore kicks II, Inc., seeking to amend Special Permit #07-1001465D to allow the applicant to serve alcoholic beverages on Site, **MOVED TO END OF AGENDA, AFTER ITEM 19.**

ORDERED: That the Communication from Christopher White re: Disclosure of Financial Interest by Special Municipal Employee and Approval, **APPROVED**; adopted.

ORDERED: That all municipal vehicles be marked with the official city seal and numbered on the back for identification purposes, **FILE**; adopted.

ORDERED: At President Vigeant's request to recess at 10:01 PM and returned to open meeting at 10:03 PM, **APPROVED**; adopted.

ORDERED: At President Vigeant's request to recess at 10:20 PM and returned to open meeting at 10:30 PM, **APPROVED**; adopted.

Suspension of the Rules requested - granted

SPECIAL PERMIT # 07-1001465D

The City Council of the City of Marlborough hereby Grants the Application for Amendment to Special Permit # 07-1001465D to Fore Kicks II, Inc. (Operating Company) and Fore Kicks II Limited Partnership (Owner) both having a place of business at 190 Rolling Meadow Drive, Holliston, MA 01746 as provided in the Decision and subject to the following Procedural Findings, Findings of Facts and Conditions:

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PROCEDURAL FINDINGS

1. Fore Kicks II, Inc. and Fore Kicks Limited Partnership each having a place of business at 190 Rolling Meadow Drive, Holliston, MA 01746 are hereinafter collectively referred to as the "Applicant."
2. Fore Kicks II, Limited Partnership, is the owner of property located at 219 Forest Street, Marlborough, MA 01752 (hereinafter referred to as the "Site"). Said property is further described as Assessor's Map 90 Parcel 2 in a deed recorded in the Middlesex South District Registry of Deeds in Book 50116 Page 059.
3. The Applicant, on or about July 23, 2010, filed with the City Clerk of the City of Marlborough an Application for Amendment to Special Permit # 07-1001465D, herein referred to as the "Application."
4. On May 21, 2007 the City Council granted the Applicant a Special Permit to construct a multi-sport and recreation facility consisting of a building of approximately 125,000 square feet, two outdoor multi sport turf fields and adjacent parking lots. Notice of Grant of Special Permit # 07-1001465D is recorded in the Middlesex South District Registry of Deeds in Book 50116 Page 030.
5. The Application is authorized under the provisions of Chapter 650 (Zoning) of the Code of the City of Marlborough, Article V Section 650-17 Table of Uses and Section 650-18 Conditions for Uses A (23) Recreation Centers. The reason for the Application is to amend the Special Permit to allow the serving and consumption of alcoholic beer and wine beverages as provided hereby.
6. The Application filed with the City Clerk on July 23, 2010 consisted of the following: (a) Application Fee in the amount of \$500.00; (b) three (3) original copies of the Application for Amendment to Special Permit # 07-1001465D; (c) Certification of Delivery of copies of application to City of Marlborough Departments and Office of the City Council; (d) Certification of Payment of Municipal Taxes; (e) Application outlining the project; (f) Special Permit Application Certification by Planning Department; (g) Certified copies of Abutters' Lists; (h) Special Permit-Summary Impact Statement; (collectively the "Documents"). Twelve sets of Documents were delivered to the City Council and one set each to the Police Chief, the Fire Chief, the City Planner, the Building Inspector, the City Engineer and the Conservation Officer, all in accordance with Chapter 650, Article VII Section 200-59 of the Zoning Code of the City of Marlborough. The documents are incorporated herein and become part of this Decision.
7. The Applicant filed with the Application a Certificate of Completeness of Application on a form signed on behalf of the City Planner for the City of Marlborough as having complied with the provisions of Chapter 650 (Zoning Code) Article VII Section 650-59, C. (7) (a), (b), and (c).

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8. In accordance with the Rules and Regulations of the City Council and Massachusetts General Laws Chapter 40A Sections 9 and 11, the City Council established September 13, 2010 at 8:00 PM as a date and time for a public hearing on the Application, caused a notice of said hearing and the date thereof to be advertised on August 23, 2010 and August 30, 2010 in the Metrowest Daily News and caused said notice to be mailed to those entitled thereto. Proof of advertisement and mailing were submitted to the City Clerk to be placed with the Application documents.
9. The Marlborough City Council held a public hearing on the Application on September 13, 2010 at 8:00 PM in accordance with the published notice, (the Public Hearing). The hearing was opened and closed on said date.
10. At the public hearing, the Applicant presented a slide presentation showing the area in the building known as the Kick Back Club. The slides showed the area where the service bar would be located and the area where the beer and wine would be consumed. Applicant gave testimony through its attorney that the ability to serve beer and wine would increase the applicant's competitiveness with other similar facilities in the area; that it would attract more men's leagues, company and corporate functions, private functions, such as adult birthday parties, bar Mitzvahs, and fundraising events to support youth and adult athletic leagues and other private fundraising functions; and that it would allow the Applicant to be more competitive in attracting local, regional and national events, resulting in the use by participants of the local hospitality facilities, such as hotels and restaurants. Members of the public had the opportunity to testify at the public hearing. Some members of the public spoke in favor of the granting of the Permit and others spoke against. There were letters and e-mails in support of the granting of the Permit and e-mails in opposition to Application.

**BASED UPON THE ABOVE THE CITY COUNCIL OF THE CITY OF
MARLBOROUGH MAKES THE FOLLOWING FINDINGS AND CONDITIONS:**

- A. The City Council finds that it may amend Special Permit # 07-1001465D (Special Permit) subject to terms and conditions as it deems necessary and reasonable to protect the citizens of the City of Marlborough.
- B. The City Council finds the Application for Amendment to Special Permit does not derogate from the intent or purpose of the Zoning Ordinance of the City of Marlborough or Massachusetts General Laws Chapter 40A, et. seq.
- C. The City Council finds that the proposed use of the Site for the limited sale of beer and wine is an appropriate use and is in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough.
- D. The Applicant has complied with all the procedural rules and regulations of the City Council of the City of Marlborough, Chapter 650 (Zoning Code) of the City of Marlborough and Massachusetts General Laws Chapter 40A Sections 9 and 11.

GRANT OF AMENDMENT TO SPECIAL PERMIT

- E. The City Council of the City of Marlborough pursuant to its authority under Chapter 650 (Zoning Code) of the Code of the City of Marlborough and Massachusetts General Laws Chapter 40A, GRANTS to the Applicant an Amendment to Special Permit # 07-1001465D to allow the serving and consumption of alcoholic beer and wine. as set forth in the Application and subject to the following conditions:
1. The Special Permit # 07-1001465D is hereby affirmed, is deemed to be in full force and effect and applies to the Project without change or modification, except as provided for herein.
 2. Unless modified by the provisions hereof, conditions 1 through 18 and conditions 20 through 54 outlined in the Special Permit shall apply to the Project. Where reference is made to the issuance of the Special Permit, it shall also refer to the issuance of the Amended Special Permit.
 3. Condition 19 of the Special Permit shall be deleted in its entirety and in place thereof the following shall be inserted:
 19. **Serving of Alcoholic Beverages.** A. (a) During the period of time from the granting of the Amendment to Special Permit # 07-1001465D to August 31, 2011, Applicant may serve beer and wine on no more than 25 days, all in accordance with the terms and conditions in B. (a) through (j) hereof. (b) Each day the Applicant intends to serve beer and wine during said period, Applicant shall notify the Zoning Code Enforcing Authority of the intent to serve on that particular day. Prior to September 1, 2011, the City Council reserves the right to review the amended special permit allowing the serving of alcoholic beverages. (c) So long as there is no violation of Massachusetts General Laws Chapter 138 ALCOHOLIC LIQUORS, the City of Marlborough Licensing Board Rules and Regulations or Section 19 of this Grant of Amendment to Special Permit, and the Chief of Police and the Zoning Code Enforcing Authority state in writing that there has been no violation prior to September 1, 2011, then, on and after September 1, 2011, Applicant may serve beer and wine on any day in the Kick Back Club in accordance with the terms and conditions of this Grant of Amendment to Special Permit. B. Alcoholic beverages consisting of beer and wine only may be served by the Applicant to be consumed on the Site and only in the area on the second floor of the building designated as Kick Back Club under the following terms and conditions: (a) Alcoholic beverages may only be served in the Kick Back Club; (b) There shall be no bar facilities for patron seating. All seating shall be at tables in the Kick Back Club area; (c) No alcoholic beverages are allowed to be taken out of the Kick Back Club; (d) No

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alcoholic beverages are allowed to be served outside of the Kick Back Club; (e) The serving of alcoholic beverages shall be limited to the hours of 4:00 PM to 11:30 PM Monday through Sunday; (f) For special events and catered functions Applicant may serve beer and wine between the hours of 12:00 noon and 11:30 PM. Special Events are private events, such as a birthday party, a bar mitzvah, a fund raiser or other social functions which are held in the Kick Back Club; (g) Food such as snacks, hot dogs, sandwiches and pizza shall be available for purchase in the Kick Back Club during the time that beer and wine is served; (h) Alcoholic beverages shall not be served one half hour before, during and one half hour after public school or private school games. (i) No alcoholic beverages may be consumed at any time in any area outside of the permitted area, including but not limited to the parking lots; (j) The Applicant has provided the City Council with its Alcohol Policy Handbook; and the Applicant shall implement the policy and performance of the policy as a condition of the Amended Permit.

4. In accordance with the provisions of Mass. Gen. Laws c. 40A, § 11, the Applicant at its expense shall record this Amendment to Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty day period for appealing this Special Permit has elapsed with no appeal having been filed. Upon said recording, Applicant shall forthwith provide a copy of the recorded Special Permit to the City Council's office and to the City Solicitor's office.
5. The issuance of the Amended Special Permit is further subject to the issuance of a Beer and Wine License by the City of Marlborough Licensing Board with the approval of the Commonwealth of Massachusetts Alcoholic Beverages Control Commission.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 10:34 p.m.; adopted.



IN CITY COUNCIL

2

NOVEMBER 8, 2010
Marlborough, Mass.,

ORDERED:

That there being no objection thereto set **November 22, 2010** as date for a **PUBLIC HEARING** on the Petition from Massachusetts Electric Co. and Verizon New England, Inc. to install stub P. 17-34 and remove pole on Church St., be and is herewith refer to **PUBLIC SERVICES COMMITTEE**.

ADOPTED

ORDER NO. 10-1002733



IN CITY COUNCIL

3

OCTOBER 18, 2010

Marlborough, Mass.,

ORDERED:

That there being no objection thereto set **NOVEMBER 22, 2010** as date for a **PUBLIC HEARING** on the Application for Special Permit from Andy Candiello on behalf of MetroPCS Massachusetts, LLC, to install a Wireless Communications Facility onto the existing communication tower at 860 Boston Post Rd. East, be and is herewith refer to **WIRELESS COMMUNICATIONS COMMITTEE.**

ADOPTED

ORDER NO. 10-1002715



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
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
EXECUTIVE AIDE
4
2010 NOV 18 P 2:50
Katherine LaRose
EXECUTIVE SECRETARY

November 18, 2010

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

RE: Transfer Request

Honorable President Vigeant and Councilors:

I am submitting for your approval the attached transfer request:

Transfer in the amount of \$1,125.10 moving funds from account number 12200003-51490 (Holiday Pay) to account number 12200003-51920 (Sick Buy Back).

The funds are necessary to fund benefits associated with an employee's resignation.

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

Sincerely,

Nancy E. Stevens
Mayor

Enclosure



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

RECEIVED
CITY CLERK'S OFFICE
OF MARLBOROUGH

Christa J. Holmi
EXECUTIVE AIDE

2010 NOV 18 P 2:49

Katherine M. LaRose
EXECUTIVE SECRETARY

November 18, 2010

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

Re: State 911 Department Support and Incentive Grant

Honorable President Vigeant and Councilors:

The Marlborough Police Department has received a Commonwealth of Massachusetts, State 911 Department Support and Incentive Program grant in the amount of \$93,328.00. As outlined in the attachments, the FY11 grant will be used to cover personnel costs in the 911 dispatch center as well as to tie in the Fire Department's computer system.

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

Enclosures



MARK F. LEONARD
Chief of Police

City of Marlborough POLICE DEPARTMENT

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

52

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

November 17, 2010

Dear Mayor Stevens:

The Marlborough Police Department has been awarded a grant in the amount of \$93,328 from the Commonwealth of Massachusetts, Executive Office of Public Safety and Security, FY2011 State 911 Department Support and Incentive Grant Program. The grant is a reimbursement grant, and \$86,248 will be used to cover personnel costs in the 911 Dispatch Center, and \$7,080 will be used to interface the new fire department alarm system to in house records management system.

Attached is a copy of the grant contract. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

Mark F. Leonard
Chief of Police

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**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Police Department DATE: 8-Nov-10

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: State 911 Department Support Grant

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$93,328.00

GRANT PERIOD: November 2010 through June 2011

SCOPE OF GRANT/ \$86,248.00 to be used to cover personnel costs in the 911 Dispatch Center
ITEMS FUNDED \$7,080.00 to be used to tie in the Fire Dept. computer system.

IS A POSITION BEING No
CREATED:

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

ARE MATCHING CITY No
FUNDS REQUIRED?

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: Nov. 2010

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



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
1380 Bay Street, Building C - Taunton, MA 02780-1088
Tel: 508-828-2911 - TTY: 508-828-4572 - Fax: 508-828-2585
www.mass.gov/e911

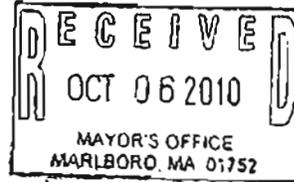


DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

MARY ELIZABETH HEFFERNAN
Secretary of Public Safety
and Security

FRANK POZNIAK
Executive Director



cc: Police

October 4, 2010

Mayor Nancy Stevens
City of Marlborough
140 Main Street
Marlborough, MA 01752

Dear Mayor Stevens:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2011 State 911 Department Support and Incentive Grant program.

For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is **October 4, 2010** and will run through June 30, 2011. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2011.

We have made the request for payment forms available on our website www.mass.gov/e911. For any questions related to this process, please contact Michelle Hallahan at 508-821-7216.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911DeptGrants@state.ma.us.

Sincerely,


Frank P. Pozniak
Executive Director

cc: FY 2011 Support and Incentive Grant File

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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>City of Marlborough</u> | | <u>Department MMARS Alpha Code and Name</u> : State 911 Department- EPS | |
| → <u>Legal Address</u> (from W-9): <u>140 Main St.</u> | | <u>Business Mailing Address</u> : 1380 Bay Street Bldg. C Taunton, MA 02780 | |
| → <u>Payment Remittance Address</u> (from W-9): <u>Marlborough MA</u> | | <u>Billing Address</u> (if different): | |
| → <u>Contract Manager</u> : <u>Chief Mark F. Leonard</u> | | <u>Contract Manager</u> : <u>Mariilyn Godfrey</u> | |
| → <u>E-Mail Address</u> : | → Phone: <u>508-624-6970</u> | <u>E-Mail Address</u> : <u>911DeptGrants@state.ma.us</u> | Phone: (508) 821-7299 |
| → Fax: <u>508-624-6938</u> | → TTY: | Fax: (508) 828-2585 | TTY: (508) 828-4572 |
| → <u>State of Incorporation</u> (if a corporation) or "N/A": <u>N/A</u> | | <u>MMARS Doc ID(s)</u> : <u>CT EPS SUPG</u> | |
| → <u>Vendor Code</u> : <u>VC600019211</u> | | <u>RFR/Procurement or Other ID Number</u> (if applicable): <u>S & I Grant</u> | |
| <u>MMARS Object Code</u> : <u>P01</u> | | <u>Account(s) Funding Contract</u> : <u>8000-0911</u> | |

X NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ 93,328⁰⁰
 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: 10-4-10 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 06/30/2011

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):
 For disbursement of funds under the State 911 Department PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.

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: Nancy Stevens Date: 9/2/10
 (Signature and Date Must Be Handwritten At Time of Signature)
 → Print Name: Nancy Stevens
 → Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE DEPARTMENT

X: Frank Pozniak Date: 10/4/10
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Frank Pozniak
 Print Title: Executive Director



City of Marlborough
Emergency Management

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

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

November 8, 2010

To: Mayor Nancy Stevens
From: Donald E. Cusson
Re: Grants from FEMA/MEMA March Floods

Enclosed are copies of four grant contracts from MEMA, (Massachusetts Emergency Management Agency). These are 75% reimbursements from FEMA through MEMA. At a later date we will receive an additional 12.5% from MEMA.

Enclosed are Project Worksheets (PW) 269 for \$6332.93, PW 559 for \$3546.45, PW 574 for \$7,687.47, and PW 623 for \$2676.14, which total \$20,242.99.

There are still other projects to be completed by FEMA and will need contract fulfillment. If there are any questions please do not hesitate to call or email.

Respectfully,

Donald E. Cusson
Director

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**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Emergency Management DATE: 10/6/2010

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: CT-FEMA 1895 MARCH FLOODS

GRANTOR: MEMA from FEMA

GRANT AMOUNT: \$6,332.93

GRANT PERIOD: _____

3-29-2010 END 9-29-2011

SCOPE OF GRANT/ Repairs to floor at Walker building gym area.

ITEMS FUNDED _____

Reference PW 269.

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING CITY
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO CITY?

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: _____

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

269
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COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM
FEMA 1895 DR MARCH 2010 FLOODS

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): CITY OF MARLBOROUGH | | Department MMARS Alpha Code and Name: CDA Massachusetts Emergency Management Agency | |
| → Legal Address (from W-9): 140 Main Street Marlborough, MA 01752 | | Business Mailing Address: 400 Worcester Road, Frammingham, MA 01702 | |
| → Payment Remittance Address (from W-9): | | Billing Address (if different): | |
| → Contract Manager: Donald Cusson, Mr. | | Contract Manager: Judy Whitcher | |
| → E-Mail Address: dcusson@marlborough-ma.gov | → Phone: 508-481-1933 | E-Mail Address: judy.whitcher@state.ma.us | Phone: (508) 820-2057 |
| → Fax: 508-460-3795 | → TTY: n/a | Fax: (508) 820-1401 | TTY: n/a |
| → State of Incorporation (if a corporation) or "N/A": n/a | | MMARS Doc ID(s): CTFEMA1896MARLB00280 | |
| → Vendor Code: VC6000192111 | | RFR/Procurement or Other ID Number (if applicable): GRANT | |
| MMARS Object Code: P01 | | Account(s) Funding Contract: FEDERAL 8800-1895 | |

NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ \$6,332.93
 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: 03/28/2010 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 09/28/2011

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): PW-00280 To reimburse for FEMA 1895 DR March 2010 Floods—To return to pre-disaster condition and or configuration as approved by FEMA under the Public Assistance Program in accordance with Scope of Service in Attachment A.

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: [Signature] Date: 10/7/10
 (Signature and Date Must Be Handwritten At Time of Signature)

→ Print Name: **NANCY E. STEVENS**
 → Print Title: **MAYOR**

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

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

Print Name: Diane Nochevill
 Print Title: Chief Financial Officer

65

| | |
|----------------------|--------------------------|
| Report Generated on: | 09/14/2010 15:08 |
| Data Captured As Of: | 09/14/2010 15:03 |
| Disaster Number: | 1895 |
| Bundle: | PA-01-MA-1895-State-0060 |
| Applicant: | 017-38715-00 |

Capture Date: 09/14/2010 15:03

**Federal Emergency Management Agency
Project Application Grant Report (P.2)
Disaster: FEMA-1895-DR-MA**

Number of Records: 1

Bundle #: PA-01-MA-1895-State-0060(60)

Applicant ID: 017-38715-00

Applicant: MARLBOROUGH (RR NAME MARLBORO)

| PW # | Cat | Cost Share | Projected Completion Date | Approved PW Amount (\$) |
|---------------------------|-----|------------|---------------------------|-------------------------|
| PA-01-MA-1895-PW-00269(0) | E | N | 09-29-2011 | \$8,443.90 |

Facility Number: 1

Facility Name: Basement Floor Tile

Location: Walker Building, 225 Main Street

Work Completed:

Applicant had damaged vinyl tile tested for asbestos by HUB testing which came back positive for asbestos, therefore in accordance with FEMA guide 322 safety inspections are eligible if necessary to determine if an immediate threat to life, public health or safety exists.

WORK TO BE COMPLETED:

- 1) Contractor to remove and dispose of (38' x 87' = 3,306SF) vinyl asbestos tile. Contractor estimate used to establish cost at \$14,400.00.
- 2) Contractor to install (38' x 87' = 3,306SF) vinyl composite floor tile. Contractor estimate (low bid) used to establish cost at \$13,849.00.

The applicant, in consultation with FEMA, has not identified hazard mitigation measures that are feasible for the project.

Applicant to obtain all necessary permits and licenses for asbestos removal. Disposal will be by contractor at a licensed facility.

The applicant has been advised by FEMA PAC and/or the Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the applicant must comply with their local state and/or federal procurement laws, regulations and procedures. Applicant has also been advised of FEMA policy 9580.201 debris removal, and FEMA policy 9580.203 debris monitoring, that speaks to the applicants' roles and responsibilities in debris operations.

Federal funding is contingent upon applicant acquiring all necessary federal, state and local permits. Non-compliance with this requirement may jeopardize the receipt of federal funds.

For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds, PA Policy Digest pg 121.

FEMA does not perform final inspections on small projects; however, the state will certify compliance.

The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under/run). A final PW will be required in EMMIE to capture all the eligible costs for the small projects.

The subgrantee is requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR §13.22. These costs are treated consistently and uniformly as direct costs

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in all Federal awards and other subgrantee activities and are not included in any approved indirect cost rates."

Scope of Work:

In the case of a change in the scope of work and/or a cost overrun, the applicant should immediately notify the State Public Assistance Officer, Lorraine Eddy at: (617) 347-0001.

| 1 PW | PWs (\$) | Subgrantee Admin Exp. (\$) | Total (\$) |
|----------------------|------------|----------------------------|------------|
| Amount Eligible (\$) | \$8,443.90 | \$0.00 | \$8,443.90 |
| Federal Share (\$) | \$6,332.93 | \$0.00 | \$6,332.93 |

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**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Emergency Management DATE: 11/6/2010

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: CT-FEMA 1895 MARCH FLOODS

GRANTOR: MEMA from FEMA

GRANT AMOUNT: \$3,546.45

GRANT PERIOD: 3-29-2010 END 9-29-2011

SCOPE OF GRANT/
ITEMS FUNDED Brigham Street Stone culvet repairs
Reference PW 559

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING CITY
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO CITY?

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: _____

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

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COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM
FEMA 1895 DR MARCH 2010 FLOODS

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): CITY OF MARLBOROUGH → Legal Address (from W-9): 140 Main Street Marlborough, MA 01752 → Payment Remittance Address (from W-9): → Contract Manager : Donald Cusson, Mr. | | Department MMARS Alpha Code and Name : CDA Massachusetts Emergency Management Agency Business Mailing Address : 400 Worcester Road, Framingham, MA 01702 Billing Address (if different): Contract Manager : Judy Whitcher | |
| → E-Mail Address : dcusson@marlborough-ma.gov | → Phone: 508-481-1933 | E-Mail Address : judy.whitcher@state.ma.us | Phone: (508) 820-2057 |
| → Fax: 508-460-3795 | → TTY: n/a | Fax: (508) 820-1401 | TTY: n/a |
| → State of Incorporation (if a corporation) or "NA": n/a | | MMARS Doc ID(s) : CTFEMA1895MARLB00559 | |
| → Vendor Code : VC6000192111 | | RFR/Procurement or Other ID Number (if applicable): GRANT | |
| MMARS Object Code : P01 | | Account(s) Funding Contract : FEDERAL 8800-1895 | |

X NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ \$3,546.45
 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: 03/29/2010 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 09/29/2011

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): PW-00559 To reimburse for FEMA 1895 DR March 2010 Floods—To return to pre-disaster condition and or configuration as approved by FEMA under the Public Assistance Program in accordance with Scope of Service in Attachment A.

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: Nancy E. Stevens Date: 9/7/10
 (Signature and Date Must Be Handwritten At Time of Signature)
 → Print Name: Nancy E. Stevens
 → Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Diane Nocivelli
 Print Title: Chief Financial Officer

Coff TJ.

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U.S. DEPARTMENT OF HOMELAND SECURITY
FEDERAL EMERGENCY MANAGEMENT AGENCY

Expires October 31, 2008
O.M.B. No. 1660-0017

SUB GRANT APPLICATION /PROJECT WORKSHEET

Public reporting burden for this form is estimated to average 90 minutes. Burden means time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collection Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control number 1660-0017). You are not required to respond to this collection information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed questionnaire to this address.

| | | | | | |
|-----------------|------------|----------|--------------|----------|-----------|
| DECLARATION NO. | PW REF NO. | DATE | FIPS NO. | CATEGORY | NEMIS NO. |
| FEMA 1895 DR MA | GDWC16 | 07/13/10 | 017-38715-00 | C | |

| | |
|----------------------|---------------------------------|
| APPLICANT | WORK COMPLETED AS OF: |
| Marlborough, City of | DATE: 05/26/10 PERCENT: 100% |

| | |
|------------------|-----------|
| DAMAGED FACILITY | COUNTY |
| Pavement | Middlesex |

| | | |
|-----------|----------|-----------|
| LOCATION | LATITUDE | LONGITUDE |
| Bolton St | 42.36942 | -71.56225 |

Was this site previously damaged? Yes No Unsure

DAMAGE DESCRIPTION AND DIMENSIONS:

During the Incident Period of March 12, 2010 through April 26, 2010, severe storms and flooding occurred in the City of Marlborough, penetrating the road surface and causing a capstone of the stone culvert below to dislodge. Water flow then washed away the gravel (6' W x 6' L x 3.5' D)/27 = 4.7 CY = 6 TN under the southbound lane of Bolton St at the entrance to Assabet Valley Technical School causing the pavement to sink and become a safety hazard.

The above GPS coordinates are for the damaged site (42.36942, -71.56225)

SCOPE OF WORK:

WORK COMPLETED

The applicant removed the damaged capstone, placing and mortaring a section of granite curbing, placing and compacting the gravel base and patch/paving the road surface, utilizing:
 FA Labor - 11 employees for 20 hours regular time and 35.5 hours of overtime.
 FA Equipment - 8 units for 54.5 hours - 2 ea Pickup Trucks, 3 ea dump trucks, 1 ea backhoe loader, and 1ea vibratory compactor.
 Materials include 3.98 tons of hot asphalt and 4.41 tons of gravel.
 The pay policy has been reviewed to ensure correct application of overtime labor rates.
 Project Specialist has reviewed 100% of the time sheets, invoices, and ensured correct cost codes have been used.
 The applicant, in consultation with FEMA, has not identified hazard mitigation measures that are feasible for the project.
 SEE SCOPE OF WORK CONTINUATION

| | | |
|--|---------------------------|-------------------------------------|
| Does the Scope of Work change the pre-disaster conditions at the site? | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Special Considerations issues included? | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Is there insurance coverage on this facility? | <input type="radio"/> Yes | <input checked="" type="radio"/> No |
| Hazard Mitigation proposal included? | <input type="radio"/> Yes | <input checked="" type="radio"/> No |

PROJECT COST

| ITEM | CODE | NARRATIVE | QUANTITY | UNIT | UNIT PRICE | COST |
|--|------|--|----------|------|------------|-------------|
| WORK COMPLETED | | | | | | |
| 1 | 9007 | LABOR | 1 | LS | \$ - | \$ 2,175.70 |
| 2 | 9008 | EQUIPMENT | 1 | LS | \$ - | \$ 2,239.50 |
| 3 | 9009 | MATERIAL | 1 | LS | \$ - | \$ 313.40 |
| 4 | 9004 | RENTED EQUIPMENT | 1 | LS | \$ - | \$ - |
| 5 | 9001 | CONTRACT | 1 | LS | \$ - | \$ - |
| 6 | 9901 | DIRECT ADMINISTRATIVE COSTS (SUBGRANTEE) | 1 | LS | \$ - | \$ - |
| WORK TO BE COMPLETED | | | | | | |
| 7 | WTBC | WORK TO BE COMPLETD | 1 | LS | \$ - | \$ - |
| SUBTOTAL FROM COST CONTINUATION PAGE(S) | | | | | | \$ - |
| TOTAL PROJECT COST | | | | | | \$ 4,728.60 |

| | |
|---------------------------|--------------------------------|
| PREPARED BY: Greg Whitman | TITLE: Project Specialist |
| FEMA PAC: John Thomas | STATE PAC: Lorraine Eddy |
| APPLICANT: Don Cusson | DATE: PHONE: 508.328.3264 cell |

FEDERAL EMERGENCY MANAGEMENT AGENCY

COST SUMMARY RECORD

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| APPLICANT | | PROJECT NO. | CATEGORY | FIPS NO. | DISASTER | |
|-------------------------|-------------|--------------------------|----------|--------------|----------------|----------|
| Marlborough, City of | | GDWC16 | C | 017-38715-00 | MA | 1895 |
| | CLAIM COST | COMMENTS (FEMA USE ONLY) | | | ELIGIBLE COSTS | |
| FORCE ACCOUNT LABOR | \$ 2,175.70 | | | | \$ | 2,175.70 |
| FORCE ACCOUNT EQUIPMENT | \$ 2,239.50 | | | | \$ | 2,239.50 |
| MATERIALS | \$ 313.40 | | | | \$ | 313.40 |
| RENTAL EQUIPMENT | \$ - | | | | \$ | - |
| CONTRACTS | \$ - | | | | \$ | - |
| TOTAL | | | | | \$ | 4,728.60 |

I certify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other documents which are available for audit.

| | | |
|---------------|--------|-------|
| Certified by: | Title: | Date: |
| Don Cusson | EMD | |

Applicant's records have been reviewed and found correct with the exceptions as noted.

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**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Emergency Management DATE: 11/2/2010

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: CT-FEMA 1895 MARCH FLOODS

GRANTOR: MEMA from FEMA

GRANT AMOUNT: \$7,687.47

GRANT PERIOD: 3-29-2010 END 9-29-2011

SCOPE OF GRANT/
ITEMS FUNDED 811 Lower Pleasant Street
Funds needed for completion of Lower Pleasant St. damages from floods.
Reference: PW 574

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING CITY
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO CITY?

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: _____

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

2008

6/12

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM
FEMA 1895 DR MARCH 2010 FLOODS

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): CITY OF MARLBOROUGH → Legal Address (from W-9): 140 Main Street Marlborough, MA 01752 → Payment Remittance Address (from W-9): → Contract Manager : Donald Cusson, Mr. | | Department MMARS Alpha Code and Name : CDA Massachusetts Emergency Management Agency Business Mailing Address : 400 Worcester Road, Framingham, MA 01702 Billing Address (if different): Contract Manager : Judy Whitcher | |
| → E-Mail Address : dcusson@marlborough-ma.gov | → Phone: 508-481-1933 | E-Mail Address : judy.whitcher@state.ma.us | Phone: (508) 820-2057 |
| → Fax: 508-460-3795 | → TTY: n/a | Fax: (508) 820-1401 | TTY: n/a |
| → State of Incorporation (if a corporation) or "N/A": n/a | | MMARS Doc ID(s) : CTFEMA1895MARLB00574 | |
| → Vendor Code : VC6000192111 | | RFB/Procurement or Other ID Number (if applicable): GRANT | |
| MMARS Object Code : P01 | | Account(s) Funding Contract : FEDERAL 8800-1895 | |

x NEW CONTRACT

COMPENSATION (Check only one):
 Total **Maximum Obligation** of this Contract \$ \$7,687.47
 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: 03/29/2010 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 09/29/2011

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): PW-00574 To reimburse for FEMA 1895 DR March 2010 Floods—To return to pre-disaster condition and or configuration as approved by FEMA under the Public Assistance Program in accordance with Scope of Service in Attachment A.

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: Nancy E. Sterens Date: 9/7/10
 (Signature and Date Must Be Handwritten At Time of Signature)
 → Print Name: Nancy E. Sterens
 → Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Diane Nocivelli
 Print Title: Chief Financial Officer

FEDERAL EMERGENCY MANAGEMENT AGENCY

COST SUMMARY RECORD

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| APPLICANT | PROJECT NO. | CATEGORY | FIPS NO. | DISASTER | |
|-------------------------|-------------|--------------------------|--------------|----------------|-----------|
| Marlborough, City of | GDWC08 | C | 017-38715-00 | MA | 1895 |
| | CLAIM COST | COMMENTS (FEMA USE ONLY) | | ELIGIBLE COSTS | |
| FORCE ACCOUNT LABOR | \$ 5,137.58 | | | \$ | 5,137.58 |
| FORCE ACCOUNT EQUIPMENT | \$ 5,048.00 | | | \$ | 5,048.00 |
| MATERIALS | \$ 64.37 | | | \$ | 64.37 |
| RENTAL EQUIPMENT | \$ - | | | \$ | - |
| CONTRACTS | \$ - | | | \$ | - |
| TOTAL | | | | \$ | 10,249.95 |

I certify that the above information was transcribed from timesheets, payroll records, equipment log, invoices, stock records or other documents which are available for audit.

| | | |
|------------------------------------|-------------------------------|---------|
| Certified by: | Title: | Date: |
| Don Cusson <i>Donald E. Cusson</i> | Emergency Management Director | 7/23/10 |

Applicant's records have been reviewed and found correct with the exceptions as noted.

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SUB GRANT APPLICATION /PROJECT WORKSHEET

Public reporting burden for this form is estimated to average 90 minutes. Burden means time, effort and financial resources expended by persons to generate, maintain, disclose, or to provide information to us. You may send comments regarding the burden estimate or any aspect of the collection, including suggestions for reducing the burden to: Information Collection Management, U.S. Department of Homeland Security, Federal Emergency Management Agency, 500 C Street, SW, Washington, DC 20472, Paperwork Reduction Project (OMB Control number 1680-0017). You are not required to respond to this collection information unless a valid OMB number appears in the upper right corner of this form. NOTE: Do not send your completed questionnaire to this address.

| | | | | | |
|-----------------|------------|----------|--------------|----------|-----------|
| DECLARATION NO. | PW REF NO. | DATE | FIPS NO. | CATEGORY | NEMIS NO. |
| FEMA 1896 DR MA | GDWC08 | 06/23/10 | 017-38715-00 | C | |

| | | |
|----------------------|-----------------------|------------------|
| APPLICANT | WORK COMPLETED AS OF: | |
| Marlborough, City of | DATE: 03/19/10 | PERCENT: 100% |

| | |
|---------------------|-----------|
| DAMAGED FACILITY | COUNTY |
| Storm Water Culvert | Middlesex |

| | | |
|-----------------------|----------|-----------|
| LOCATION | LATITUDE | LONGITUDE |
| 811 Lower Pleasant St | 42.36778 | -71.57545 |

Was this site previously damaged? Yes No Unsure

DAMAGE DESCRIPTION AND DIMENSIONS:

During the incident Period of March 12, 2010 through April 26, 2010, severe flooding occurred in the City of Marlborough causing damage to the 12" CMP culvert located in front of 811 Lower Pleasant St:

1) Water dislodged and destroyed a 10' end section of the 12" culvert. Sand, stones and vegetative debris (22"W x 20'L x .25' D) were deposited over the street and ROW.

SCOPE OF WORK:

WORK COMPLETED:

The applicant utilized the following:

FA Labor - 6 employees for 116.0 regular time hours.

Project Specialist has reviewed 100% of the time sheets.

FA Equipment - 116 hours - 2 ea pickups, 2 ea dump trucks, 1 ea backhoe/loader, 1 ea jet/vac truck.

Project Specialist has reviewed backup documentation for equipment and ensured correct cost codes have been used.

Materials - \$84.37 for 12" ADS/HDPE culvert pipe. HPDE pipe use considered good construction practice.

Applicant uncovered and jettied the plugged culvert, replaced the broken end section (10') and restored the culvert and the site to its pre-disaster condition and capacity. A drop inlet w/frame and grate and the rip rap were added by the applicant. This hazard mitigation was completed prior FEMA involvement, therefore not eligible.

Does the Scope of Work change the pre-disaster conditions at the site? Yes No

Special Considerations issues included? Yes No

Is there insurance coverage on this facility? Yes No

Hazard Mitigation proposal included? Yes No

PROJECT COST

| ITEM | CODE | NARRATIVE | QUANTITY | UNIT | UNIT PRICE | COST |
|--|------|--|----------|------|------------|--------------------|
| WORK TO BE COMPLETED | | | | | | |
| 1 | 9007 | LABOR | 1 | LS | \$ - | \$ 5,137.58 |
| 2 | 9008 | EQUIPMENT | 1 | LS | \$ - | \$ 5,048.00 |
| 3 | 9009 | MATERIAL | 1 | LS | \$ - | \$ 84.37 |
| 4 | 9004 | RENTED EQUIPMENT | 1 | LS | \$ - | \$ - |
| 5 | 9001 | CONTRACT | 1 | LS | \$ - | \$ - |
| 6 | 9901 | DIRECT ADMINISTRATIVE COSTS (SUBGRANTEE) | 1 | LS | \$ - | \$ - |
| WORK TO BE COMPLETED | | | | | | |
| 7 | WTBC | WORK TO BE COMPLETED | 1 | LS | \$ - | \$ - |
| SUBTOTAL FROM COST CONTINUATION PAGE(S) | | | | | | \$ - |
| TOTAL PROJECT COST | | | | | | \$10,249.95 |

| | |
|--|---------------------------|
| PREPARED BY: Greg Whitman | TITLE: Project Specialist |
| FEMA PAC: John Thomas | STATE PAC: Lorraine Eddy |
| APPLICANT: Don Cusson <i>Donnell E. Cusson</i> | DATE: 7/23/10 |
| | PHONE: 508.726.1008 |

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| | | | | | | | | |
|---|------|------------|----|--------|---------------------------|--------------|-----------|-----------|
| Page 1 of 1 | | | | | | | | |
| FEDERAL EMERGENCY MANAGEMENT AGENCY | | | | | | | | |
| DAMAGE DESCRIPTION & SCOPE OF WORK | | | | | | | | |
| DECLARATION NO. | | PW REF NO. | | DATE | | FIPS NO. | CATEGORY | NEMIS NO. |
| FEMA | 1895 | DR | MA | GDWC08 | 07/02/10 | 017-68260-00 | C | |
| APPLICANT | | | | | | | COUNTY | |
| Marlborough, City of | | | | | | | Middlesex | |
| DAMAGE DESCRIPTION & SCOPE OF WORK (CONTINUED): | | | | | | | | |
| <p>The applicant, in consultation with FEMA, has not identified hazard mitigation measures that are feasible for the project.</p> <p>The applicant has been advised by FEMA PAC and/or the Project Specialist that in the seeking of proposals and letting of contracts for eligible work, the applicant must comply with their local state and/or federal procurement laws, regulations and procedures. Applicant has also been advised of FEMA policy 9580.201 debris removal, and FEMA policy 9580.203 debris monitoring, that speaks to the applicants' roles and responsibilities in debris operations.</p> <p>Federal funding is contingent upon applicant acquiring all necessary federal, state and local permits. Non-compliance with this requirement may jeopardize the receipt of federal funds.</p> <p>For small projects FEMA pays based on the actual or estimated cost in order to expedite the funds, PA Policy Digest pg 121.</p> <p>FEMA does not perform final inspections on small projects; however, the state will certify compliance.</p> <p>The applicant does have the ability to request a small project netting (appeal) if/when significant net small over-runs occur. This process will involve a review of all documentation for all small projects and an adjustment will be made for the total actual eligible dollars spent (over-run/under/run). A final PW will be required in EMMIE to capture all the eligible costs for the small projects.</p> <p><i>"The subgrantee is NOT requesting direct administrative costs that are directly chargeable to this specific project. Associated eligible work is related to administration of this PA project only and in accordance with 44 CFR §13.22. These costs are treated consistently and uniformly as direct costs in all Federal awards and other subgrantee activities and are not included in any approved indirect cost rates."</i></p> <p>In the case of a change in the scope of work and/or a cost overrun, the applicant should immediately notify the State Public Assistance Officer, Lorraine Eddy at: (617) 347-0001.</p> | | | | | | | | |
| PREPARED BY: Greg Whitman | | | | | TITLE: Project Specialist | | | |

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**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Emergency Management DATE: 11/6/2010

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: CT-FEMA 1895 MARCH FLOODS

GRANTOR: MEMA from FEMA

GRANT AMOUNT: \$2,676.14

GRANT PERIOD: _____

3-29-2010 END 9-29-2011

SCOPE OF GRANT/
ITEMS FUNDED _____

Hudson Street landfill emergency repairs

Reference: PW 623

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING CITY
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO CITY?

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: _____

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

COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM
FEMA 1895 DR MARCH 2010 FLOODS

617

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): CITY OF MARLBOROUGH → Legal Address (from W-9): 140 Main Street Marlborough, MA 01752 → Payment Remittance Address (from W-9): → Contract Manager : Donald Cusson, Mr. → E-Mail Address : dcusson@marlborough-ma.gov ▶ Phone 508-481-1933 → Fax: 508-460-3795 ▶ TTY: n/a → State of Incorporation (if a corporation) or "N/A": n/a → Vendor Code : VC6000192111 MMARS Object Code : P01 | Department MMARS Alpha Code and Name : CDA Massachusetts Emergency Management Agency Business Mailing Address : 400 Worcester Road, Framingham, MA 01702 Billing Address (if different): Contract Manager : Judy Whitcher E-Mail Address : judy.whitcher@state.ma.us Phone: (508) 820-2057 Fax: (508) 820-1401 TTY: n/a MMARS Doc ID(s) : CTFEMA1895MARLB00623 RFR/Procurement or Other ID Number (if applicable): GRANT Account(s) Funding Contract : FEDERAL 8800-1895 |
|--|--|

X NEW CONTRACT

COMPENSATION (Check only one):
 Total **Maximum Obligation** of this Contract \$ **\$2,676.14**
 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: 03/29/2010 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 09/29/2011

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): **PW-00623 To reimburse for FEMA 1895 DR March 2010 Floods—To return to pre-disaster condition and or configuration as approved by FEMA under the Public Assistance Program in accordance with Scope of Service in Attachment A.**

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: Nancy E. Sterens Date: 9/7/10
 (Signature and Date Must Be Handwritten At Time of Signature)
 → Print Name: Nancy E. Sterens
 → Print Title: MAYOR

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Diane Nocivelli
 Print Title: Chief Financial Officer



City of Marlborough
Office of the Mayor

Nancy E. Stevens
MAYOR

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Kristin J. Holmi
EXECUTIVE AIDE

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

2010 NOV 18 2:49 PM
Katharine M. LaRose
EXECUTIVE SECRETARY

November 18, 2010

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

Re: State 911 Department Training Grant

Honorable President Vigeant and Councilors:

The Marlborough Police Department has received a grant in the amount of \$15,482.00 from the Commonwealth of Massachusetts, Executive Office of Public Safety and Security. This FY2011 State 911 Department Training Grant is a reimbursement grant. As outlined in the attached communication, the grant will be used for expenses associated with personnel attending training classes.

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

Enclosures



MARK F. LEONARD
Chief of Police

City of Marlborough POLICE DEPARTMENT

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

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

November 17, 2010

Dear Mayor Stevens:

The Marlborough Police Department has been awarded a FY2011 State 911 Department training grant from the Commonwealth of Massachusetts, Executive Office of Public Safety. The grant amount, \$15,482 will be used for overtime expenses incurred while public safety telecommunications personnel attend training courses.

Attached is a "Notice of Grant Award" form, and a copy of the grant contract. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,


Mark F. Leonard
Chief of Police

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**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Police Department DATE: 8-Nov-10

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: State 911 Department Training Grant

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$15,482.00

GRANT PERIOD: November 2010 through June 2011

SCOPE OF GRANT/
ITEMS FUNDED \$7,741.00 to be used to cover Overtime Personnel Costs in the 911 Dispatch Center, for personell to attend training when off duty.
\$7,741.00 to be used to backfill on duty personell when they are in training.

IS A POSITION BEING
CREATED: No

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

ARE MATCHING CITY
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO CITY?
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: Nov. 2010

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



The Commonwealth of Massachusetts
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY
STATE 911 DEPARTMENT
1380 Bay Street, Building C ~ Taunton, MA 02780-1088
Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585
www.mass.gov/e911



DEVAL L. PATRICK
Governor

MARY ELIZABETH HEFFERNAN
Secretary of Public Safety
and Security

TIMOTHY P. MURRAY
Lieutenant Governor

FRANK POZNIAK
Executive Director

September 20, 2010

Chief Mark F. Leonard
City of Marlborough
140 Main Street
Marlborough, MA 01752

Dear Chief Leonard:

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY2011 State 911 Department Training Grant program.

For your files, please find attached a copy of the contract signed by both parties. Please note your contract start date is **September 20, 2010** and will run through June 30, 2011. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services MUST be received on or before June 30, 2011.

We have made the reimbursement request forms available on our website www.mass.gov/e911. For any questions related to the reimbursement process, please contact Michelle Hallahan at 508-821-7216.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to 911deptgrants@state.ma.us. Grantees are strongly encouraged to submit final, year-end budget modification requests on or before May 15, 2011

Sincerely,

Frank P. Pozniak
Executive Director

cc: State 911 Department FY 2011 Training Grant File



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): City of Marlborough | Department MMARS Alpha Code and Name: State 911 Department/EPS | |
| → Legal Address (from W-9): 140 Main Street | Business Mailing Address: 1380 Bay Street Bldg. C Taunton, MA 02780 | |
| → Payment Remittance Address (from W-9): Marlborough, MA | Billing Address (if different): | |
| → Contract Manager: Chief Mark F. Leonard 01752 | Contract Manager: Marilyn Godfrey | |
| → E-Mail Address: mleonard@marlborough-ma.gov | → Phone: 508-624-6970 | E-Mail Address: 911DeptGrants@state.ma.us |
| → Fax: 508-624-6938 | → TTY: | Phone: (508) 821-7299 |
| → State of Incorporation (if a corporation) or "N/A": N/A | MMARS Doc ID(s): CT EPS GRNT | |
| → Vendor Code: VC600019211 | RFR/Procurement or Other ID Number (if applicable): Training Grant | |
| MMARS Object Code: P01 | Account(s) Funding Contract: 8000-0911 | |

X NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ 15,482⁰⁰
 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: 9-20-10 : _____ Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 06/30/2011

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):
 For reimbursement, under the State 911 Department Training Grant Program, of training related costs associated with the 9-1-1 system per grant guidelines and response as submitted by Grantee. (Please see attached grant documents.)

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: Nancy Stevens Date: 9/2/10
 (Signature and Date Must Be Handwritten At Time of Signature)
 → Print Name: Nancy Stevens
 → Print Title: Mayor

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:
 X: Frank Pozniak Date: 9/2/10
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Frank Pozniak
 Print Title: Executive Director



City of Marlborough

Nancy E. Stevens
MAYOR

Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Krista J. Holmi
EXECUTIVE AIDE

140 Main Street

Marlborough, Massachusetts 01752

Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610

Katharine M. LaRose
EXECUTIVE SECRETARY

November 18, 2010

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

RE: Citizen Corps (Cert) Grant

Honorable President Vigeant and Councilors:

The Department of Emergency Management has been awarded a grant in the amount of \$4,000.00 through the Homeland Security Grant Program Citizen Corps. (CERT) This is a reimbursement grant.

As outlined in MGL, Chapter 44, Section 53A, I am recommending that the City Council approve the acceptance of these funds for the purposes outlined. As detailed in the attached letter from Emergency Management Director Donald Cusson, a portion of this grant must be expended by December 31, 2010. Therefore, I respectfully request your approval this evening.

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

Sincerely,

Nancy E. Stevens
Mayor

Attachments



City of Marlborough
Emergency Management

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

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

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

November 15, 2010

Mayor Stevens,

Enclosed is a copy of a CERT Grant for Council approval. As you can see, it is 2007, 2008 funds that have only recently become available to communities. A portion of the funds must be spent by the end of December, 2010 (\$1,840.00), and the balance of (\$2,160.00) by the end of June, 2011.

The first portion is specifically earmarked for training and keeping the volunteers active, and the second portion will be used for equipment purchases to support the program from an Authorized Equipment list provided by FEMA.

Due to the time critical nature of expending these funds, I request that you request City Council to approve these expenditures at the next Council meeting.

Thank you very much, and if there are any questions, please feel free to call or email at any time.

Respectfully,

Donald E. Cusson

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**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Emergency Management DATE: 11/12/2010

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: Citizen Corps FFY 2007 and FFY 2008 Grant

GRANTOR: MEMA FROM FEMA

GRANT AMOUNT: \$4,000.00

GRANT PERIOD: \$1,840.00 by December 31, 2010 \$2,160.00 by June 30, 2010

SCOPE OF GRANT/ First portion for training for Citizen Corps members

ITEMS FUNDED The second portion will be used for equipment purchases from FEMA authorized list

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING CITY
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO CITY?

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: Yes. Some of the funds must be expended
by December 31, 2010

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

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



This form, to be used for New Contracts and Contract Amendments/Renewals, is jointly issued and published by the *Executive Office for Administration and Finance (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): Marlborough, → Legal Address (from W-9): 140 Main St., Marlborough, MA 01752-3812 → Payment Remittance Address (from W-9): → Contract Manager : Donald E. Cusson → E-Mail Address : dcusson@marlborough-ma.gov Phone (508) 481-1933 → Fax (508) 480-3795 TTY: N/A | Department MMARS Alpha Code and Name : CDA Mass. Emergency Management Agency Business Mailing Address : 400 Worcester Road, Frammingham, MA 01702-5399 Billing Address (if different): Contract Manager : Elaine K.M. Denniston E-Mail Address : Elaine.Denniston@state.ma.us Phone: 508-820-1447 Fax: 508-820-2030 TTY: N/A |
| → State of Incorporation (if a corporation) or "N/A": N/A → Vendor Code : VC6000192111 MMARS Object Code : P01 or PP1 | MMARS Doc ID(s) : 11CCP0708MARLBORCERT RFP/Procurement or Other ID Number (if applicable): Grant Account(s) Funding Contract : 8000-4692 and 8000-4699 |

X NEW CONTRACT

COMPENSATION (Check only one):
 Total **Maximum Obligation** of this Contract: \$4,000.00
 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: 9/30/2010 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 6/30/2011

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: _____

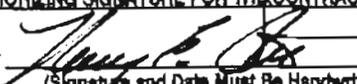
→ **PROMPT PAYMENT DISCOUNTS**. Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See *Prompt Payment Discount Policy*:
 ___ % Within 10 Days ___ % Within 15 Days ___ % Within 20 Days ___ % Within 30 Days OR, Check off the following if:
 Contractor either 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):
 To perform services in accordance with the Scope of Services set forth in Attachment A to this contract.

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: 11/18/10
 (Signature and Date Must Be Handwritten At Time of Signature)

→ Print Name: **NANCY E. STEVENS**
 → Print Title: **MAYOR**

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

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

Print Name: **Diane Nocivelli**
 Print Title: **Chief Fiscal Officer**



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

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

Website: www.mass.gov/mema

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Mary Elizabeth Heffernan
Secretary

Kurt N. Schwartz
Acting Director

November 2, 2010

Marlborough CERT
Donald E. Cusson
696 Concord Rd.
Marlborough, MA 01752-5617

RE: Citizen Corps FFY2007 and FFY2008 Grant Contract Documents

Dear Donald E. Cusson,

Congratulations on your recent award of Homeland Security Grant Program Citizen Corps funding in the amount of **\$4,000.00**. Attached, you will find the documentation necessary to process your award. This grant opportunity will be structured as a reimbursement grant. This means that you will be required to expend the funds, or at least issue a purchase order for the expenditure, and then seek reimbursement from MEMA. Grant recipients may be reimbursed for items/services purchased from the time the initial award letters were sent out (September 30) until the end of each grant period. The **FFY2007 Award (\$1,840.00) must be expended by December 31, 2010**, and the **FFY2008 funds (\$2,160.00) must be expended by June 30, 2011**. Our intention is to provide you with maximum discretion in the use of these grant funds. Accordingly, we will reimburse you upon receipt of appropriate documentation establishing that the funds were used for any expense deemed allowable under guidelines issued by FEMA for the Citizen Corps program. Lists of allowable expenses may be found by following the user resource link (URL):

https://www.rkb.us/FEMAGrants/LinkedToAELCats.cfm?content_id=227137&relationtype=12311&overridesubtype=893

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-328-1500 Fax: 978-851-8218

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-427-0400 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

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To receive these grant funds and be eligible for reimbursement of allowable expenses, please review Attachment A for the documents that must be executed and returned.

Only those allowable costs incurred after the contract award date (September 30, 2010) and before the award end date December 31, 2010 for FFY2007, and June 30, 2011 for FFY2008 will be reimbursed. If you fail to complete all reporting requirements, you may jeopardize this and future funding opportunities. Please see Attachment A for detailed information on this process.

You are also required to submit a closeout report of activities undertaken and funds expended pursuant to the CCP performance and budget requirements. Please review Attachment A for details on this requirement.

Please return completed contract documents to:

Elaine K.M. Denniston
Massachusetts Emergency Management Agency
400 Worcester Road
Framingham, MA 01702-5399

If you have any questions about any of the documents, please contact Elaine at Elaine.Denniston@state.ma.us or 508-820-1447.

Sincerely,



Elaine K.M. Denniston, Coordinator
Project Management Office
Massachusetts Emergency Management Office

Enclosures



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
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
EXECUTIVE AIDE

2010 NOV 18 P 2:40
Katherine M. LaRose
EXECUTIVE SECRETARY

November 16, 2010

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

RE: Parks and Recreation Commission Appointments

Honorable President Vigeant and Councilors:

I am submitting for your approval the appointment of Nelson Lambert to the Parks and Recreation Commission. Upon confirmation, Mr. Lambert will serve out the remaining term of Robert Lazaros. Mr. Lambert's term will expire on May 6, 2013.

I am additionally submitting the name of Craig Hunt for reappointment to the Parks and Recreation Commission. Upon approval, Mr. Hunt will serve a term of three years.

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

Sincerely,

Nancy E. Stevens
Mayor

cc: Bob Kays
David Grasso



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

101
DONALD V. RIDER, JR.
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR

BEVERLY J. SLEEPER
CHIEF PROCUREMENT OFFICER

DENISE M. LINDBERG
PARALEGAL

November 18, 2010

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

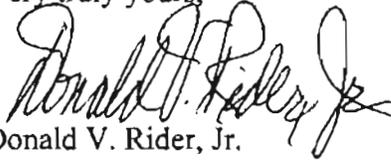
RE: Order No. 10-1002648B
Special Permit Application
Clear Wireless, LLC
115 Onamog Street

Dear President Vigeant and Members:

Pursuant to Chapter 650-59C(13) of the Marlborough Zoning Ordinance, I provide this letter as to the legal form of the City Council's proposed findings on the special permit application submitted by Clear Wireless, LLC for 115 Onamog Street. The application is for permission to install three (3) panel antennas, six (6) "back-haul" dish antennas, and an array of three (3) Remote Radio Heads, all on two mounting bands at the approximate height of 87 feet on the existing municipal water tank, as well as the placement of one (1) associated radio equipment cabinet within a proposed extension of the existing chain link fenced area, one (1) GPS antenna, and associated coax cables and cable trays.

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

Very truly yours,


Donald V. Rider, Jr.
City Solicitor

Enclosure

cc: James Hoyt, Esquire

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**DECISION ON A SPECIAL PERMIT
CLEAR WIRELESS, LLC
CITY COUNCIL ORDER NO. 10-1002648B**

Re: 115 Onamog Street, Marlborough, MA

The City Council of the City of Marlborough hereby GRANTS the application for a Special Permit to CLEAR WIRELESS, LLC, a Nevada Limited Liability Company having a usual place of business at 4400 Carillon Point, Kirkland, WA 98033, as provided in the Decision and subject to the following Findings of Fact and Conditions.

FINDINGS OF FACT

1. The Applicant is CLEAR WIRELESS, LLC, a Nevada Limited Liability Company which has a business address of 4400 Carillon Point, Kirkland, WA 98033, and is an affiliate of Sprint Wireless Broadband Company, LLC and Nextel Communications of the Mid-Atlantic, Inc. (hereinafter "Applicant").
2. Through its Application for a Special Permit (hereinafter "Application"), the Applicant seeks permission to install three (3) panel antennas, six (6) "back-haul" dish antennas, and an array of three (3) Remote Radio Heads, all on two mounting bands at the approximate height of 87 feet on the existing municipal water tank, as well as the placement of one (1) associated radio equipment cabinet within a proposed extension of the existing chain link fenced area, one (1) GPS antenna, and associated coax cables and cable trays (hereinafter "Proposed WCD Project"), substantially as depicted on a set of plans entitled "Fairmont Hill Water Tank MA-BOS5415-A" by Bay State Design and dated 04/05/10 provided as part of the Application (hereinafter "Plans").
3. The location of the Proposed WCD Project is 115 Onamog Street, Marlborough, MA. The site is more particularly identified on the Assessor's Map of the City of Marlborough as Map 81, Block 238 (hereinafter "the Site"). The owner of record for the Site is the City of Marlborough.
4. The Applicant is a lessee of the owner for purposes of this Application.
5. The Site is zoned A-3 (Residence). Wireless communication devices are allowed by grant of Special Permit in A-3 (Residence) Zoning Districts.
6. The Special Permit is being sought pursuant to Article VI, Section 650-25 and Article VIII, Section 650-59 of the Zoning Code of the City of Marlborough.
7. Pursuant to the Rules and Regulations of Application for Special Permit (hereinafter "Rules and Regulations"), the Building Inspector on behalf of the City Planner certified that the Special Permit application materials are complete

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and conform to said Rules and Regulations and that the Plans conform in all respects to the City Code.

- 8. The Applicant has complied with all of the applicable Rules and Regulations.
- 9. The City of Marlborough City Council held a public hearing on the Proposed WCD Project on September 27, 2010, for which proper notice had been published and for which proper notice had been given to all parties entitled to notice under the law.
- 10. The Applicant presented oral testimony and demonstrative evidence at the public hearing demonstrating that the Proposed WCD Project meets all the applicable Special Permit criteria of Article VI, Section 650-25 and Article VIII, Section 650-59.
- 11. The Applicant provided further oral testimony and demonstrative evidence to the City Council's Wireless Communications Committee regarding the Proposed WCD Project's compliance with the applicable Special Permit criteria.
- 12. The Council, in reviewing the Applicant's Application, considered the Review Standards and Development Requirements, as enumerated in Article VI, Section 650-25 and Article VIII, Section 650-59 of the City of Marlborough Zoning Ordinance, applicable to the proposed Wireless Communications Device.

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

- A) The Applicant has complied with all the Rules and Regulations promulgated by the Marlborough City Council pertaining to the said Application.
- B) The Site is an appropriate location for the Proposed WCD Project and the Proposed WCD Project is in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions of this Approval.
- C) The Applicant has complied with the applicable Review Standards and Development Requirements pertaining to Wireless Communications Devices, enumerated in Article VI, Section 650-25 and Article VIII, Section 650-59 of the City of Marlborough Zoning Ordinance, by siting, designing and screening its proposed WCD Project to minimize adverse impact on the abutting neighborhood and on nearby residential properties.
- D) The Council, pursuant to its authority under Mass. Gen. Laws Chapter 40A and the City of Marlborough Zoning Ordinance, **GRANTS** the Applicant a Special Permit, **SUBJECT TO THE FOLLOWING CONDITIONS NUMBERED 1 THROUGH 12:**

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- 1) The Proposed WCD Project shall be constructed, maintained and operated according to the specifications, terms and conditions of the Applicant's Application, as amended during the application/hearing/Wireless Communications Committee process, and in compliance with the Conditions of the Grant of Special Permit as well as with the conditions set forth in Chapter 650-25F of the Marlborough Zoning Ordinance.
- 2) All plans, site evaluations, briefs and other documentation provided by the Applicant as part of this Application are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.
- 3) The Applicant shall comply with all rules, regulations, ordinances and statutes of the City of Marlborough, the Commonwealth of Massachusetts and the Federal Government as they may apply to the construction, maintenance and operation of the Proposed WCD Project.
- 4) All terms, conditions, requirements, approvals, plans and drawings required hereunder are hereby made a part of and incorporated herein as a condition to the issuance of this Special Permit.
- 5) Applicant shall minimize the visual impacts of the Proposed WCD Project by screening and/or color coordination as may be depicted on the Plans and other demonstrative evidence submitted as part of the Application.
- 6) Applicant shall pay to the City of Marlborough Open Space Account #100-2410-44515, as mitigation for the alleged impacts caused by the subject of this Permit, the annual sum of One Thousand Five Hundred (\$1,500.00) dollars, the first payment due and payable at the time of the issuance of the building permit hereunder, or within one year of the approval of Special Permit, whichever is earlier, and the subsequent payments to be due and payable on January 2, or the first business day thereafter, of each calendar year in which the Proposed WCD Project referenced in this Permit is still in operation. Failure to make the payment in a timely manner shall constitute a violation of the Special Permit, and the Applicant shall pay an additional sum of \$500 per quarter or portion thereof after the payment due date that the Applicant has failed to make payment.
- 7) Applicant shall not utilize a permanent electrical generator, of any type, in connection with the operation of the Proposed WCD Project. Applicant shall be permitted to use a temporary electrical generator in connection with the operation of the Proposed WCD Project only in cases of power outages to the Proposed WCD Project and for purposes of routine testing and maintenance. The temporary generator shall be utilized in a safe manner and the noise produced by the temporary generator shall conform

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to the City's noise ordinance set forth in Chapter 431 of the City Code.

- 8) No operation of the Proposed WCD Project shall commence until the Applicant has received written approval from the Building Inspector that all the above conditions have been satisfied.
- 9) The issuance of the Special Permit is further subject to detailed Site Plan Review, if applicable, in accordance with the City of Marlborough ordinance, prior to the issuance of the actual Building Permit. Any additional changes, alterations, modifications or amendments as required by Site Plan Review shall be further conditions attached to the building permit and no certificate of use and occupancy shall be issued until all conditions are complied with by Applicant. Further, any additional changes, alterations, modifications or amendments as required by Site Plan Review shall be further conditions attached to this Special Permit, and any non-compliance with said changes, alterations, modifications or amendments shall constitute a violation of this Special Permit.
- 10) In accordance with the provisions of Mass. Gen. Laws c. 40A, § 11, the Applicant at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and said recording shall be made before a building permit is issued. Applicant shall forthwith provide a copy of the recorded Special Permit to the City Council's office and to the City Solicitor's office.
- 11) As soon as practicable but in any event within one (1) month after the date when a certificate of use and occupancy has been issued to the Applicant by the City of Marlborough's Building Commissioner for the Proposed WCD Project, Applicant shall submit a written report to the City Council; provided, however, that if the Proposed WCD Project has not yet become operational within the one-month period after said issuance date, then the Applicant must immediately provide the City Council with written notification as to the date when the Proposed WCD Project does become operational and, further, must submit said written report within one (1) month after said operational date. The written report to the City Council i) shall provide measurements as to the actual output of radio frequency energy emitted by the Proposed WCD Project; ii) shall include a professional opinion by a third party certifying that the Proposed WCD Project fully complies with all applicable health and safety standards; and iii) shall provide measurements of the actual output of the total radio frequency energy being emitted by all Wireless Communications Facilities (as defined in Section 650-25 of the Marlborough Zoning Ordinance) then located at the Site. The Applicant agrees to operate its Proposed WCD Project in compliance with all applicable health and safety standards. In the event that there are any changes in or upgrades to the Proposed WCD

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

- 12) Subject to final agreement between the City of Marlborough and the Applicant, the Applicant shall execute a lease agreement with the City of Marlborough to be drafted by the City Solicitor, approved by the Chief Procurement Officer and executed by the Mayor, and the Applicant shall provide the necessary insurance and indemnification provisions as required by said lease.



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

111
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
DONALD V. SLEEPER, JR.
CITY SOLICITOR
CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR
2010 NOV 12 A 9
BEVERLY J. SLEEPER
CHIEF PROCUREMENT OFFICER
DENISE M. LINDBERG
PARALEGAL

November 8, 2010

Marlborough City Council
City Hall
140 Main Street
Marlborough, MA 01752

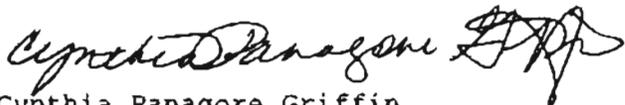
Re: Order of Acceptance
Deerfield Village Subdivision/Peebles Way - Street, Easements,
And Open Space

Dear President and Members,

Please find a proposed order of acceptance for the above-referenced street, municipal easements, and open space in the Deerfield Village Subdivision. A copy of the deed is attached. The original deed will be recorded with the mylar acceptance plan and a record of your approval.

Said order is in proper form for consideration by the Public Services Committee under Order No. 10-1002714. The City Engineer has reviewed the submittals and approved same.

Very truly yours,


Cynthia Panagore Griffin
Assistant City Solicitor

Enclosures

cc: Nancy E. Stevens, Mayor
Planning Board
Tom Cullen, City Engineer

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QUITCLAIM DEED

We, KENNETH J. GIARDINA and KAREN A. GIARDINA, husband and wife, as tenants by the entirety.

of 650 Berlin Road, Marlborough, Middlesex County, Massachusetts

In consideration of less than one hundred (\$100.00) dollars

Grants to the City of Marlborough, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts and having its usual business at 140 Main Street, Marlborough

WITH QUITCLAIM COVENANTS

All right, title and interest in and to the fee in that certain subdivision roadway, known as Peebles Way, together with appurtenant drainage easements, an appurtenant municipal flowage rights easement and appurtenant access easement to open space, including all water and drainpipes, manholes, conduits, and appurtenant structures thereto, all as described in the legal description attached hereto as "Exhibit A", as all shown on plan entitled "Plan of Acceptance, Easements and Open Space of Peebles Way, in Marlborough, Massachusetts, dated November 23, 2009, Scale 1" = 30', by Thomas Land Surveyors & Engineering Consultants, Inc., 265 Washington Street, Hudson, MA," to be recorded in the Middlesex South District Registry of Deeds as Plan Number _____ of 20____.

Said appurtenant municipal drainage easement shall include the perpetual right to install, maintain, repair, reconstruct municipal utilities, including the right to do all acts incidental thereto under, through, and over said land, in the areas denoted "Drain Easement" as shown on the above-referenced plan.

Said appurtenant municipal flowage easement shall include the perpetual right to install, maintain, repair and reconstruct municipal utilities, including the right to do all acts incidental thereto under, through, and over said land, in the area denoted as "Municipal Flowage Rights" as shown on the above-referenced plan.

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Said appurtenant access easement to open space shall include the perpetual right pass and repass, including the right to do all acts incidental through and over said land, in the area denoted as "Access Easement to Open Space" as shown on the above referenced plan.

For Grantor's title see deed dated May 29, 1997 and recorded in the Middlesex South District Registry of Deeds in Book 27335, Page 058.

Executed as a sealed instrument this _____ day of _____.

KENNETH J. GIARDINA

KAREN A. GIARDINA

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, before me, the undersigned notary public, personally appeared the above named, KENNETH J. GIARDINA proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person personally known to me, whose name is signed on the proceeding document and acknowledged to me that he signed it voluntarily and for its stated purpose.

_____, Notary Public
My Commission Expires:

THE COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this _____ day of _____, before me, the undersigned notary public, personally appeared, KAREN A. GIARDINA Proved to me through satisfactory evidence of identification, which was photographic identification with signature issued by a federal or state governmental agency, oath or affirmation of a credible witness, personal knowledge of the undersigned, to be the person personally known to me, whose name is signed on the proceeding document and acknowledged to me that she signed it voluntarily and for its stated purpose.

_____, Notary Public
My Commission Expires:

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EXHIBIT A

PEEBLES WAY

Legal Description

Beginning at the northeasterly corner of Peebles Way at a stone bound with a drill hole on the southwesterly sideline of Berlin Road and at land of Prakrisewsar & Papia Santikary and at a point of curvature,

Thence running by land of Santikary and a curve to the left having a radius of 20.00 feet and a length of 24.22 feet to a stone bound with a drill hole,

Thence running by land of Santikary S45-59-15W 121.28 feet to a stone bound with a drill hole and at a point of curvature,

Thence running by land of Santikary and a curve to the left having a radius of 20.00 feet and a length of 28.56 feet to a stone bound with a drill hole at a point of curvature at land of Dennis H. & Dianne R. Pollard,

Thence running by land of Pollard, and land of Timothy & Karen Morse and a curve to the right having a radius of 50.00 feet and a length of 228.45 feet to a stone bound with a drill hole at land of Scott M. & Tina N. Petty,

Thence running by land of Petty N45-59-15E 160.00 feet to a stone bound with a drill hole at a point of curvature,

Thence running by land of Petty and a curve to the left having a radius of 21.55 feet and a length of 39.42 feet to a stone bound with a drill hole at a point on the southwesterly sideline of Berlin Road,

Thence running by the southwesterly sideline of Berlin Road S63-25-55E 74.00 feet to the point and place of beginning.

Said area of Peebles Way contains .34± acres of land, as shown on plan entitled "Plan of Acceptance, Easements and Open Space of Peebles Way in Marlborough, Massachusetts, dated November 23, 2009, Scale 1" = 30', by Thomas Land Surveyors & Engineering Consultants, Inc., 265 Washington Street, Hudson, MA."

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DRAINAGE EASEMENT

Legal Description

Beginning at the southwesterly corner of the easement at a drill hole in the wall on the northeasterly sideline of Berlin Road,

Thence running N07-29-38E 21.28 feet to a stone bound with a drill hole,

Thence running S62-30-22E 31.93 feet to a stone bound with a drill hole,

Thence running S07-29-28W 21.38 feet to a drill hole in the wall on the northeasterly sideline of Berlin Road,

Thence running N62-30-22W 31.93 feet by the northeasterly sideline of Berlin Road to the point and place of beginning.

DRAINAGE EASEMENT

Legal Description

Beginning at the northwesterly corner of the easement at a stone bound with a drill hole at the southerly sideline of Interstate 290,

Thence running S40-22-58E 30.00 feet by the southerly limits of Interstate 290 to a stone bound with a drill hole,

Thence running S49-37-02W 45.00 feet to a stone bound with a drill hole,

Thence running N40-22-58W 30.00 feet to a stone bound with a drill hole,

Thence running N49-37-02E 45.00 feet to the point and place of beginning.

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MUNICIPAL FLOWAGE RIGHTS EASEMENT

Legal Description

Beginning at the southwesterly corner of the easement at a drill hole in the wall on the northeasterly sideline of Berlin Road and at other land of Lawrence E. & Merlyn I. Meade,

Thence running N33-43-15E 153.25 feet by other land of Meade to a stone bound with a drill hole at the southerly sideline of Interstate 290,

Thence running S40-22-58E 177.77 feet by the southerly sideline of Interstate 290 to a stone bound with a drill hole at other land of Lawrence E. & Merlyn I. Meade,

Thence running S27-29-38W 83.98 feet by other land of Meade to a drill hole in the wall on the northeasterly sideline of Berlin Road,

Thence running N63-30-22W 110.00 feet by the wall and the northeasterly sideline of Berlin Road to a drill hole in the wall,

Thence running N68-37-51W 71.32 feet by the wall and the northeasterly sideline of Berlin Road to the point and place of beginning.

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ACCESS EASEMENT TO OPEN SPACE

Legal Description

Beginning at the northeast corner of the easement at a point on the southwesterly sideline of Peebles Way and at land of Timothy & Karen Morse,

Thence running S48-54-42W 181.08 feet to a point,

Thence running S56-41-13W 42.00 feet by land of Morse and land of Scott M. & Tina N. Petty to a point,

Thence running S10-24-42E 152.22 feet by land of Petty to a point at land of The City of Marlborough,

Thence running S63-17-00W 52.10 feet by land of the City of Marlborough to a point at land of n/f Angelo J. Jr. & Patricia M. Morelli,

Thence running N10-24-42W 200.00 feet by land of n/f Morelli to a drill hole in the wall at land of n/f Renzo A & Antonia Paternoster,

Thence running N56-41-13E 71.76 feet by land of Paternoster and land of n/f Roger N. & Claire C. Tessier and the wall to a "x" mark with a drill hole at the end of the wall,

Thence running N48-54-42E 92.30 feet by land of n/f Tessier to a point at other land of Scott M. & T,

Thence running N55-00-51E 131.60 feet by other land of Petty to a stone bound with a drill hole at appoint of curvature on the southwesterly sideline of Peebles Way,

Thence running by the southwesterly sideline of Peebles Way and by a curve to the left having a radius of 50.00 feet and a length of 61.88 feet to a point and place of beginning.

Said aforementioned metes and bounds are as shown on a plan entitled "Definitive Plan of Deerfield Village, Subdivision of Land in Marlborough, Mass., last revised August 25, 1999, Scale 1" = 40', by Highland Land Surveyors, Inc., 69 Maple Street, Marlboro, Mass." recorded at the Middlesex South District Registry of Deeds as Plan 422 of 2000.

PERAC

RECEIVED
CITY CLERK'S OFFICE

121

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

DOMENIC J. F. RUSSO, *Chairman* | A. JOSEPH DeNUCCIO, *Chairman* | 2010 NOV 5 A 11: 34
PAUL V. DOANE | JAMES M. MACHADO | DONALD R. MARQUIS | ROBERT B. McCARTHY | GREGORY R. MENNIS

JOSEPH E. CONNARTON, *Executive Director*

MEMORANDUM

TO: Marlborough Retirement Board
FROM: *Joseph E. Connarton*
Joseph E. Connarton, Executive Director
RE: Appropriation for Fiscal Year 2012
DATE: November 3, 2010

Required Fiscal Year 2012 Appropriation: **\$7,134,388**

This Commission is hereby furnishing you with the amount to be appropriated for your retirement system for Fiscal Year 2012 which commences July 1, 2011.

Attached please find summary information based on the present funding schedule for your system and the portion of the Fiscal Year 2012 appropriation to be paid by each of the governmental units within your system.

If your System has a valuation currently in progress, you may submit a revised funding schedule to PERAC upon its completion. The current schedule is/was due to be updated by Fiscal Year 2013.

If you have any questions, please contact PERAC's Actuary, Jim Lamenzo, at (617) 666-4446 Extension 921.

JEC/jrl
Attachments

cc: Office of the Mayor
City Council
c/o City Clerk

p:\actuarial\approp\approp12\fy12 approp letters for website\marlboroughapprop12.doc



Marlborough Retirement Board

Projected Appropriations

Fiscal Year 2012 - July 1, 2011 to June 30, 2012

Aggregate amount of appropriation: **\$7,134,388**

| Fiscal Year | Estimated Cost of Benefits | Funding Schedule (Excluding ERJ) | ERJ | Total Appropriation | Pension Fund Allocation | Pension Reserve Fund Allocation | Transfer From PRF to PF |
|-------------|----------------------------|----------------------------------|-----|---------------------|-------------------------|---------------------------------|-------------------------|
| FY 2012 | \$7,226,600 | \$7,134,388 | \$0 | \$7,134,388 | \$7,134,388 | \$0 | \$92,212 |
| FY 2013 | \$7,465,692 | \$7,327,740 | \$0 | \$7,327,740 | \$7,327,740 | \$0 | \$137,952 |
| FY 2014 | \$7,712,534 | \$7,525,303 | \$0 | \$7,525,303 | \$7,525,303 | \$0 | \$187,231 |
| FY 2015 | \$7,967,377 | \$7,727,102 | \$0 | \$7,727,102 | \$7,727,102 | \$0 | \$240,275 |
| FY 2016 | \$8,230,480 | \$7,933,157 | \$0 | \$7,933,157 | \$7,933,157 | \$0 | \$297,323 |

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.

For illustration, we have shown the amount to be transferred from the Pension Reserve Fund to the Pension Fund to meet the estimated Cost of Benefits for each year. If there are sufficient assets in the Pension Fund to meet the Cost of Benefits, this transfer is optional.

122

Marlborough Retirement Board
 Appropriation by Governmental Unit

Fiscal Year 2012 - July 1, 2011 to June 30, 2012

Aggregate amount of appropriation: **\$7,134,388**

| UNIT | Percent of Aggregate Amount | Funding Schedule (excluding ERI) | ERI | Total Appropriation |
|---------------------------------------|-----------------------------|----------------------------------|-------------|---------------------|
| City of Marlborough School Department | 70.48% | \$5,028,317 | \$0 | \$5,028,317 |
| Housing & Community Devel. Authority | 28.21% | \$2,012,611 | \$0 | \$2,012,611 |
| | 1.31% | \$93,460 | \$0 | \$93,460 |
| UNIT TOTAL | 100% | \$7,134,388 | \$ 0 | \$7,134,388 |

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.

123

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2010 NOV 16 A 11: 38



131

Gary J. White

November 16, 2010

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

Re: Acceptance of Easements of Fahey St.

Dear Madam Clerk:

Would you please place this request for the Acceptance of Easements of Fahey St. in the City of Marlborough on the next City Council Agenda.

I am enclosing the following documents:

1. Approval Letter from the City of Marlborough Planning Board;
2. Approval Plan of Acceptance of Easements.
3. Proposed Easement Deed.

(I would request that the City Council refer the same to the City Solicitor.)

Respectfully,

Gary J. White
White Real Estate
Enclosures
CC: City Solicitor

132

City of Marlborough
Commonwealth of Massachusetts



PLANNING BOARD

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

Carrie Lizotte, Board Secretary

Phone: (508) 460-3769

Fax: (508) 460-3736

Email: CLizotte@marlborough-ma.gov

May 3, 2010

Gary White
White Real Estate
116 Broad Street
Marlborough, MA 01752

Re: Fahey Street
Subdivision Completion

Dear Mr. White:

At the regular meeting on April 26, 2010, the Planning Board took the following action:

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

To accept and file the letter from City Engineer Thomas Cullen, and endorse his recommendation that the subdivision known as "Fahey Street", As-built plot plan and profile dated March 25, 2004 drawn by: Thomas Land Surveyors and Engineering Consultants, Inc. of Hudson, MA and has remained in satisfactory condition for the year long maintenance period. The remaining bond will stay in place until certification of the recordings.

It will be your responsibility to contact the City Council to have the street acceptance.

Sincerely,

Barbara L. Fenby

Barbara L. Fenby
Chairperson

/cal

Cc: City Engineer
City Clerk
file

Easement Deed

I, **Gary J. White, Trustee of Fahey Street Realty Trust** u/d/t dated December 29, 2000 and recorded at the Middlesex County (Southern District) Registry of Deeds in Book 32199, Page 336, of Marlborough, Middlesex County, Massachusetts,

for consideration paid and in full consideration of ONE DOLLAR (\$1.00) and 00/100, hereby grant, sell, transfer and deliver unto the **City of Marlborough**, a municipal corporation having a principal address of City Hall, 140 Main Street, Marlborough, Massachusetts, without covenants express or implied, the perpetual right and easement, to use in common with the Grantor and others from time to time entitled to use same, the following easements:

- A. The perpetual right and easement, to use in common with others from time to time entitled to use the same, that portion of land located in Marlborough, Middlesex County, Massachusetts, lying within the area labeled "SIDEWALK EASEMENT" on a plan of land entitled, "Acceptance Plan of Fahey Street Easements in Marlborough, MA; Prepared for White Real Estate, 536 Lincoln Street, Marlborough, MA; Prepared by Thomas Land Surveyors & Engineering Consultants, Inc., 265 Washington Street, Hudson, MA; Scale 1" = 20'; March 30, 2010," recorded herewith in the Middlesex County (Southern District) Registry of Deeds as Plan No. _____ of 2010, ("Acceptance Plan"), for all purposes for which sidewalks are now or may hereafter be used in the City of Marlborough, including without limitation, access on foot, bicycle and by vehicle and installing, maintaining, replacing, removing and using underground utility lines, including without limitation sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines therein and thereunder, all of which underground sewers, drains, water mains, gas pipes, electric light, power and telephone wires and cable television lines shall remain the property of the persons installing the same, and for necessary or desirable maintenance and repair work.

- B. The perpetual right and easement, to use in common with others from time to time entitled to use the same, that portion of land located in Marlborough,

Middlesex County, Massachusetts, lying within the area labeled, "UTILITY EASEMENT" on the Acceptance Plan for the purposes of installing, maintaining, replacing, removing and using underground utility lines, including without limitation sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines therein and thereunder, all of which underground sewers, drains, water mains, gas pipes, electric light, power and telephone wires and cable television lines shall remain the property of the persons installing the same.

- C. The perpetual right and easement, to use in common with others from time to time entitled to use the same, that portion of land located in Marlborough, Middlesex County, Massachusetts, lying within the area labeled, "EASEMENT FOR HIGHWAY PURPOSES" on the Acceptance Plan, for all purposes for which streets and ways are now or may hereafter be used in the City of Marlborough, including without limitation, access on foot and in motor vehicles and installing, constructing, reconstructing, maintaining, removing, replacing the roadway and underground utility lines, including without limitation sewers, drains, water mains, gas pipes, electric lines, telephone lines and cable television lines therein and thereunder, all of which roadway materials, underground sewers, drains, water mains, gas pipes, electric light, power and telephone wires and cable television lines shall remain the property of the persons installing the same.

In connection with this grant of Easement, the City of Marlborough, by the acceptance and recording hereof, hereby for itself and its successors and assigns hereby agrees that, if in connection with these easements, the City of Marlborough shall make any excavations, it will as soon as possible restore said portion and the service thereof to their prior condition.

For title of Grantor see deed recorded with the Middlesex South Registry of Deeds in Book 32199, Page 353 and Sidewalk Easement recorded with the Middlesex County (Southern District) Registry of Deeds in Book 55347, Page 563, and Sewer Easement recorded in Middlesex County (Southern District) Registry of Deeds in Book 36518, Page 260.

The undersigned hereby certifies as follows:

- 1. That said Declaration of Trust and Schedule of Beneficial Interest remains in full force and effect and has not been modified or amended;
- 2. That I am the duly named and appointed Trustee of said Trust;
- 3. None of the Beneficiaries of the Trust are minors;
- 4. That the Trustee has been directed and authorized by the Beneficiaries to execute and deliver this Deed.

WITNESS my hand and seal this 10th day of November, 2010.

FAHEY STREET REALTY TRUST

By: [Signature]
Gary J. White, Trustee

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this 10th day of November, 2010, before me, the undersigned notary public, personally appeared Gary J. White, as Trustee of Fahey Street Realty Trust, proved to me through satisfactory evidence of identification, being a driver's license, to be the person whose name is signed on the preceding or attached documents, and acknowledged to me that he signed it voluntarily for its stated purpose as Trustee of the Fahey Street Realty Trust.

[Signature]

Notary Public:
My Commission Expires:

 **DANIEL J. BURGER**
Notary Public
Commonwealth of Massachusetts
My Commission Expires
November 22, 2013

Law Office of
MICHAEL J. NORRIS
171 LOCKE DRIVE, SUITE 101
MARLBOROUGH, MA 01752
PHONE (508) 624-7733
FAX (508) 229-2600

14
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2010 NOV 18 P 1:40

Michael J. Norris
mnorris@mjnattorney.com

November 11, 2010

Marlborough City Council
City Hall
140 Main Street
Marlborough, MA 01752
Attn: Karen Boule, Council Secretary

RE: Easement Agreement of Blum for Property on Shorter Street, Marlborough, MA

Dear Karen:

I would appreciate it if you would place the acceptance of this Easement Agreement on the agenda for the November 22, 2010 City Council meeting.

The City of Marlborough Planning Board approved a Plan and Covenant for property owned, at that time, by Ronald and Adelle Blum, the property being Shorter Street. One of the conditions of the Covenant was that the Plan show a turn around to the City of Marlborough. The Covenant also required that the Easement Agreement be granted to the City. At that time that the Plan was approved and the Easement was drawn, signed by the Blums, and recorded with the South Middlesex Registry of Deeds. However, at the time this was done, the Easement Agreement was not submitted to the City Council for acceptance.

I am enclosing a copy of the Easement Agreement recorded at the Middlesex County Registry of Deeds at Book 41282 Page 162, as well as a copy of the Subdivision Plan which shows the Easement on Parcel B. The Plan is recorded with the Middlesex County Registry of Deeds as Plan No. 1099 of 2003.

I am also enclosing a proposed Vote for the City Council to approve the acceptance of the Easement.

Please do not hesitate to contact me should you have any questions. I would also appreciate it if you would notify me as to the date and time that this matter will be presented to the City Council.

Very truly yours,



Michael J. Norris

MJN/sn
Enclosures

cc: Donald V. Rider, Jr. (w/encl.)
Thomas E. Cullen, Jr. (w/encl.)



Bk: 41282 Pg: 162

Recorded: 10/27/2003

Document: 00000595 Page: 1 of 2

EASEMENT AGREEMENT

Handwritten initials and number 142

This Easement Agreement is made and given as of this 16th day of October, 2003, by Ronald L. Blum and Adelle R. Blum ("Covenantors") to the City of Marlborough, Massachusetts (the "City").

Whereas:

A. The Covenantors submitted to the Marlborough Planning Board a definitive plan of Subdivision entitled "Key Plan of Land in Marlborough, Mass." Owned by: Ronald and Adelle Blum Dated October 30, 2002 and revised August 27, 2003, prepared by Central Mass. Engineering and Survey, Inc., 277 Main Street, Marlboro, MA 01752, Scale: 1"=100" (the "Plan");

B. The Plan was approved by the said Planning Board on September 8, 2003, subject to the Covenantors entering into a Covenant affecting the Plan and subject further to the Covenantors granting the City this Easement;

C. The Covenantors are the owners of Parcel A and Parcel B as shown on the Plan (the "Land"). (For the title of Covenantors to the Land see deed of Therese Labelle dated May 2, 1984 recorded in the Middlesex Registry of Deeds in Book 15553, Page 232.); and

D. The Plan, the Covenant and this Easement are to be recorded together.

Now, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and shall be conclusively presumed, the Covenantors agree as follows:

1. The Covenantors hereby grant sell and convey to the City, its successors and assigns, subject to the reservations hereinafter made, a non-exclusive permanent easement and right of way (the "Easement") for the purpose of facilitating access of all police, fire, public safety and municipal maintenance vehicles on and over that portion of Parcel B as indicated on the Plan as the "Proposed Turnaround Easement to the City of Marlborough (the "Easement Parcel").

2. The Easement is subject to the condition that the Covenantors reserves for themselves and their successors and assigns all rights in and to the Easement Parcel that are not inconsistent with the Easement.

3. Covenants Running with Land. The Easement hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns, including, but without limitation, all subsequent owners of the Parcel A and Parcel B and all persons claiming under them.

END OF PAGE

#1099
SEE PLAN IN RECORDING OFFICE PAGE

75.00
595

REC 10/27/03 11:15:52

In witness whereof the parties have executed this agreement as a sealed instrument this 16th day of October, 2003.

143

Ronald L. Blum
Ronald L. Blum

Adelle R. Blum
Adelle R. Blum

Commonwealth of Massachusetts

Middlesex, ss.

October 16, 2003

Then personally appeared the above named Ronald L. Blum and Adelle R. Blum and acknowledged the foregoing instrument to be their free act and deed, before me.

Lynne M. Garrity
Notary Public
My Commission Expires: 3/8/07

388626

145

SHORTER STREET

TURN AROUND EASEMENT

To see if the City Council will vote to accept the Turnaround Easement shown on a Plan entitled "Definitive Subdivision Plan" recorded with the Middlesex County Registry of Deeds as Plan No. 1099 of 2003. Said Turnaround Easement is described in the attached Easement Agreement which was recorded with the Middlesex South Registry of Deeds in Book 41282 Page 162.



Bk: 41282 Pg: 162

Recorded: 10/27/2003

Document: 00000595 Page: 1 of 2

EASEMENT AGREEMENT

Handwritten signature and number 141

This Easement Agreement is made and given as of this 16th day of October, 2003, by Ronald L. Blum and Adelle R. Blum ("Covenantors") to the City of Marlborough, Massachusetts (the "City").

Whereas:

A. The Covenantors submitted to the Marlborough Planning Board a definitive plan of Subdivision entitled "Key Plan of Land in Marlborough, Mass." Owned by: Ronald and Adelle Blum Dated October 30, 2002 and revised August 27, 2003, prepared by Central Mass. Engineering and Survey, Inc., 277 Main Street, Marlboro, MA 01752, Scale: 1"=100" (the "Plan");

B. The Plan was approved by the said Planning Board on September 8, 2003, subject to the Covenantors entering into a Covenant affecting the Plan and subject further to the Covenantors granting the City this Easement;

C. The Covenantors are the owners of Parcel A and Parcel B as shown on the Plan (the "Land"). (For the title of Covenantors to the Land see deed of Therese Labelle dated May 2, 1984 recorded in the Middlesex Registry of Deeds in Book 15553, Page 232.); and

D. The Plan, the Covenant and this Easement are to be recorded together.

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2. The Easement is subject to the condition that the Covenantors reserves for themselves and their successors and assigns all rights in and to the Easement Parcel that are not inconsistent with the Easement.

3. Covenants Running with Land. The Easement hereby granted, the restrictions hereby imposed, and the agreements herein contained shall be easements, restrictions, and covenants running with the land and shall inure to the benefit of, and be binding upon, the parties hereto and their respective heirs, successors, and assigns, including, but without limitation, all subsequent owners of the Parcel A and Parcel B and all persons claiming under them.

END OF PAGE

#1099
SEE PLAN IN RECORDING BOOK PAGE

75.00
535

REC 10/27/03 11:15:52

147

In witness whereof the parties have executed this agreement as a sealed instrument this 16th day of October, 2003.

Ronald L. Blum
Ronald L. Blum

Adelle R. Blum
Adelle R. Blum

Commonwealth of Massachusetts

Middlesex, ss.

October 16, 2003

Then personally appeared the above named Ronald L. Blum and Adelle R. Blum and acknowledged the foregoing instrument to be their free act and deed, before me.

Lynne M. Garrity
Notary Public
My Commission Expires: 3/8/07

388626



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

15

TO: City of Marlborough, City Council
FROM: Andy Candiello, Agent for MetroPCS
DATE: 2010-11-17
SITE ADDRESS: 257 Donald Lynch Blvd, Marlborough, MA
CITY COUNCIL ORDER #: 10-1002416D

To Whom it May Concern:

MetroPCS, Massachusetts, LLC (the "applicant") respectfully requests that the special permit application for 257 Donald Lynch Boulevard be withdrawn without prejudice from the Marlborough City Council.

Please don't hesitate to contact me if additional information is required.

Sincerely,

Andy Candiello
Authorized Agent for MetroPCS
30 Lyman St, Suite 12
Westborough, MA 01581
Cell: 978-855-3644
Email: acandiello@trmcom.com

16

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2010 NOV 17 P 12:41
**AGREEMENT TO EXTEND
TIME LIMITATIONS**

10- ORDER #1002623

Application for Special Permit from City Council for Verizon Wireless for Wireless
Communications Facility at 800 Bolton Street, Marlborough.

-REFER TO

PUBLIC HEARING: August 23, 2010

The decision of the special permit granting authority shall be made within ninety days following the date of such public hearing. The required time limits for a public hearing and said action may be extended by written agreement between the petitioner and the special permit granting authority. A copy of such agreement shall be filed in the office of the City Clerk.

Pursuant to Mass. General Laws, c.40A, s.9, as amended, the required time limits for action by the Marlborough City Council, as it is the special permit granting authority in the above referenced matter, is hereby extended, by agreement, until 11:00 p.m. on February 28, 2011.

By: _____
Arthur G. Vigeant, City Council President,
acting on behalf of, and at the direction of,
the special permit granting authority:
Marlborough City Council

By: James A. Valeriani
James A. Valeriani, Attorney for Petitioner
Acting on behalf of, and at the direction of,
Petitioner:
Verizon Wireless



171

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBORO

2010 NOV 18 P 1:40

November 16, 2010

Marlboro City Council President
140 MAIN STREET
MARLBORO, MA 01752

Dear Marlboro City Council President:

Enclosed please find an updated Tennessee Gas Pipeline Company Emergency Personnel List indicating whom to notify in case of an emergency.

The list includes a twenty-four (24) hour a day emergency phone number, local Tennessee Gas Pipeline representatives from our Hopkinton, MA facility that handle emergency response and our Northern Division office personnel located in Enfield, CT.

I would appreciate receiving a copy of your company's/communities emergency response list which should include 24 hour emergency response personnel and their local telephone numbers. Please mail it to my attention at 54 Wilson Street, Hopkinton, MA 01748 or fax to (508) 435-2524.

If you need any additional information please feel free to call me.

Very Truly Yours,

David J. Carroll
Hopkinton Area Manager

/tlc
Enclosure

17
2**TENNESSEE GAS PIPELINE COMPANY**

HOPKINTON AREA
 54 Wilson Street
 Hopkinton, MA 01748
 Phone: (508) 435-6812
 Phone: (800) 244-6812
 Fax: (508) 435-2524

IN CASE OF EMERGENCY

Please contact the Dispatching Office in Houston, Texas at the numbers listed below.

The dispatcher is on duty Twenty-Four (24) hours a day.

Dispatching Office: (800) 231-2800 or (936) 372-2893

HOPKINTON AREA PERSONNEL - (508) 435-6812

| | | <u>Ext.</u> | <u>Home Phone</u> | <u>Cell Phone</u> | <u>Pager</u> |
|--------------|---------------------------|-------------|-------------------|-------------------|--------------|
| D.J. Carroll | Area Manager | 8922 | 508-488-6629 | 508-889-6851 | N/A |
| S.P. Rogers | Operations Supervisor | 8923 | 508-529-4437 | 508-889-6845 | 508-327-6701 |
| C.B. Wilber | Property Rights Principal | 8929 | 207-748-1747 | 207-451-3940 | N/A |

HOPKINTON AREA PERSONNEL - METER STATIONS

| | | <u>Ext.</u> | <u>Home Phone</u> | <u>Cell Phone</u> | <u>Pager</u> |
|--------------|---------------------------|-------------|-------------------|-------------------|--------------|
| B.W. Julian | Sr. Operations Technician | 8927 | 603-893-6067 | 508-889-6844 | 508-327-6732 |
| S.P. Hoffman | Sr. Operations Technician | 8939 | 508-435-4074 | 508-889-6852 | 508-327-6825 |

Station 266A - Unmanned

54 Thayer Road
 Mendon, MA 01756
 Phone: (508) 478-5504
 Fax: (508) 478-5505

Station 265E - Unmanned

1575 Sherman Farm Road
 Harrisville, RI 02830
 Phone: (401) 568-3632
 Fax: (401) 568-3672

Station 270B1 - Unmanned

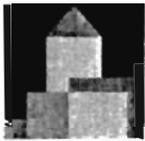
39 Tennessee Drive
 Pelham, NH 03076
 Phone: (603) 594-2747
 Fax: (603) 594-7588

NORTHERN DIVISION OFFICE

8 Anngina Drive
 Enfield, CT 06082
 Phone: (860) 763-4081
 Fax: (860) 763-6041

NORTHERN DIVISION PERSONNEL

| | | <u>Ext.</u> | <u>Home Phone</u> | <u>Cell Phone</u> | <u>Pager</u> |
|------------------|--------------------|-------------|-------------------|-------------------|--------------|
| J. Sinclair | Director | 6028 | 802-257-4269 | 802-999-1993 | N/A |
| N. DeCesare | Pipeline Engineer | 6015 | 413-789-1093 | 413-530-5692 | N/A |
| T. Hollingsworth | Operations Manager | 6036 | 413-563-1078 | 413-530-5526 | N/A |



MASSDEVELOPMENT

181

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2010 NOV 18 P 1:40

160 Federal Street
Boston, Massachusetts
02110

Tel: 617-330-2000
800-445-8030

Fax: 617-330-2001

November 9, 2010

City Council
City of Marlborough
140 Main Street
City of Marlborough, MA 01752

Dear Members of the Council:

www.massdevelopment.com

The Massachusetts Development Finance Agency will be considering final approval to a revenue bond project to be financed on behalf of Umass Memorial Medical Center, Inc. located in Clinton, Leominster, Marlborough, Palmer, Uxbridge and Worcester to be issued pursuant to Chapter 23G and 40D of the General Laws. A summary of the project is attached for your information.

The Agency's policy is to advise the appropriate local and regional planning agencies to ascertain the relationship of a proposed project to any existing state, local or regional comprehensive plan.

The purpose of this letter is to notify you of the project and to request that you advise in the event that the proposed project conflicts with an existing local or regional comprehensive plan. If you would like further information on the project, or if you would like the Agency to consider any comments you may have, please give me a call.

DEVAL PATRICK
Governor

Sincerely,

TIMOTHY P. McBRAY
Lieutenant Governor

Steven J. Chilton
Senior Vice President

GREGORY P. BIAZZI
Chairman

Enclosure: Summary

ROBERT L. CULVER
President/CEO

cc: Edwards Angell Palmer & Dodge, LLP
111 Huntington Avenue
Boston, MA 02199
Attn: John Thomas, Esq.

SJC/nb

182

Meeting Date: November 10, 2010

UMass Memorial Medical Center, Inc.

REQUEST: To assist the applicant in financing a non-profit project, approval of the proposed project for a MassDevelopment 501(c)(3) Tax-Exempt Lease issue is requested.

BORROWER:

| | |
|---|--|
| <p><u>Borrower:</u> UMass Memorial Health Care, Inc. UMass Memorial Medical Center, Inc. 365 Plantation Street Worcester, MA 01605</p> | <p><u>User(s):</u> UMass Memorial Medical Center's three Worcester campuses: Hahnemann, Memorial, and University; as well as at affiliates including Clinton Hospital, HealthAlliance Hospital, Marlborough Hospital, Wing Memorial Hospital, and Tri-River Family Health Center</p> |
|---|--|

UMass Memorial Health Care, Inc. is the parent organization.

PROJECT LOCATIONS:

| | |
|--|--|
| 281 Lincoln St., Worcester, MA 109 Belmont St., Worcester, MA 274 Nichols Rd., Leominster, MA 157 Union St., Marlborough, MA 281 E Hartford Ave., Uxbridge, MA MA | 55 Lake Ave. No., Worcester, MA 201 Highland St., Clinton, MA 60 Hospital Rd., Leominster, MA 40 Wright St., Palmer, MA |
|--|--|

PROJECT: Proposed is the financing of a variety of equipment acquisitions, including medical and patient care equipment and furnishings for the new Advanced Center for Clinical Care, Education and Sciences building, located at the University campus, as well as medical and patient care equipment for other campuses.

GUIDELINE ISSUES: None

SOURCES & USES:

| | |
|---|----------------------------|
| <p><u>Sources:</u> Total</p> | <p>\$20,000,000</p> |
| <p><u>Uses:</u> Total</p> | <p>\$20,000,000</p> |

LEASE AMOUNT: \$20,000,000

EMPLOYMENT:

| | |
|--|-----------------------|
| Current employment at project site: Total employment in state: Projected new employment at project site: | 10,500 10,500 0 |
|--|-----------------------|

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INSTITUTION: UMass Memorial Health Care, Inc. is the clinical partner of the University of Massachusetts Medical School and the largest health care system in central and western Massachusetts. This nonprofit system encompasses a complete health care continuum, with a multi-campus academic medical center, member and affiliated community hospitals, community-based physician practices, ambulatory clinics, home health agencies, hospice programs, and rehabilitation and behavioral health services. In addition to UMass Memorial Medical Center, the other hospital members of the System are Clinton Hospital, Marlborough Hospital, HealthAlliance Hospital (with campuses in Fitchburg and Leominster), and Wing Memorial Hospital, located in Palmer.

PUBLIC PURPOSE BENEFIT: The proceeds of the lease will permit UMass Memorial Health Care, Inc. provide state-of-the-art care and reduce healthcare costs.

PRINCIPAL: John O'Brien, President & CEO

BOARD ACTION: Make the statutory findings and approve the resolution authorizing Official Action and Final Approval for a MassDevelopment 501(c)(3) Tax-Exempt Lease.

August 31, 2010

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CITY OF MARLBOROUGH

2010 NOV 12 A 9 52

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

Traffic Commission

The Regular Meeting of the Traffic Commission was held on Tuesday, August 31st, 2010 at 10:05 a.m. in City Council Committee Room, City Hall. Members present: Chairman Police Chief Mark Leonard, Vice Chairman – DPW Commissioner Ronald LaFreniere and City Clerk Lisa Thomas. Also present: City Engineer Thomas Cullen, Asst. Civil Engineer Tim Collins, City Councilor Rob Tunnera, City Councilor Trisha Pope and Code Enforcement Officer Pam Wilderman. Minutes taken by: Karen Lambert, MPD Records Clerk.

1- Minutes

The minutes of the Traffic Commission meeting of Tuesday, July 27th, 2010.

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

2-New Business

2a. Communication from Theora Cole, re: Hildreth St. and Curtis Ave. speeding concerns.

Ms. Cole, a local resident, sent an e-mail expressing her concerns with speeding, accidents and traffic at this location. Chief Leonard was not aware of "a lot of accidents" at this intersection since the bushes have been cut back to alleviate sight concerns. He is aware, however, that this area is used as a "cut through" street. Ron LaFreniere mentioned the timing on the lights at the intersection of East Main and Curtis Ave. They intentionally used a minimal timing sequence here to deter drivers from using this area as a cut through. Chief Leonard advised that he would try to get the speed board out to this location.

MOTION was made, seconded, duly VOTED to refer to the POLICE DERPARTMENT for enforcement and to ENGINEERING to review the signalization at this intersection.

2b. Communication from Rep. Gregoire, re: Request for crosswalk on Hosmer St. at Grace Circle.

Tim Collins presented an areal photo of this location with the existing crosswalks highlighted in yellow. He advised that it would be repetitious to put another crosswalk at Grace Circle when there is already one in front of Jaworek School and at Stacey Road. There is a sidewalk on Hosmer and someone can easily walk down Hosmer and cross at one of the existing crosswalks. Ron LaFreniere advised that Jaworek School has received a grant for new sidewalks internal to the sight. The MADOT is in the preliminary development stage and is looking at potential sidewalk and crosswalk improvements in this area. Chief Leonard noted that in spite of any changes around the school there is no need for an additional crosswalk at Grace Circle.

MOTION was made, seconded, duly VOTED to refer to Chief Leonard to contact Representative Gregoire.

2c) Communication from Renato Alpizar, re: Signage on Stow Road.

Chief Leonard noted that there are no special speed regulations on Stow Road. It is considered a "thickly settled area" so we cannot erect standard signs that state 30 mph. The most we could do would be "thickly settled signage". The Commission does not typically approve signage involving children, i.e. "children ahead". He feels that the bulk of this is an enforcement issue, however, we can have engineering can look into "thickly settled" signage.

MOTION was made, seconded, duly VOTED to refer to the POLICE DEPARTMENT for enforcement and to ENGINEERING for possible signage.

2d) Pleasant Street parking restrictions between Chestnut St. and Elm St.

Chief Leonard received a phone call and an e-mail from a local resident regarding confusing signage near 117 Pleasant St. There is currently a sign which appears to indicate both a 30 minute parking restriction and "No Parking" at the same time. Ron LaFreniere looked into the history behind this and it appears that the 30 minute parking restriction went into place in 1953, well before there were any parking restrictions on the East side of the street. In 1966, another ordinance went into place establishing "No Parking" on the east side of Pleasant Street between West Main and Elm, without acknowledging the 30 minute restriction already in existence. The new ordinance effectively wiped out the prior restriction. The Commission went on to discuss if 30 minute parking was necessary. The Tedeschi store at this location has its own parking lot (though very limited). Pam Wilderman commented that a lot of the Tedeschi traffic is foot traffic from the local neighborhoods. Chief Leonard advised that it seems to make more sense to keep the area consistent and officially get rid of the old ordinance. Tim noted the old ordinance is still "on the books". Chief Leonard advised that he would put together the wording to officially repeal the 1953 ordinance. Tim asked if engineering should wait to swap the signs. Ron advised that it is Ok to go ahead and correct the signage because the ordinance is already in place.

MOTION was made, seconded, duly VOTED to refer to CHIEF LEONARD to prepare the appropriate wording to repeal the old ordinance and to ENGINEERING to correct the signage.

2e. Communication from Pam Wilderman, re: Chestnut Street traffic.

Pam Wilderman explained that they recently had a meeting with the property owners on Chestnut Street from Mechanic to Pleasant. One of the issues discussed was the fact that Chestnut Street becomes a “cut through” during high traffic times. She suggested the possibility of making that section of Chestnut “one way” during certain times of the day. Chief Leonard advised that he did not see this happening. Pam commented that some issues in the area have already been addressed and she has seen a noticeable improvement in the last 3 weeks, i.e. trash being picked up etc. An additional street light is already all set to go and police officers have been out there more frequently “tagging cars” for illegal parking. The problem is with cars “zipping through at high rates of speed” when there are a lot of youngsters playing here. Pam brought up the intersection of Lincoln and Lakeside Ave. where there is “no left turn between 4-6pm.” and asked if something like this was possible for Chestnut Street (with a restricted left off Pleasant to Chestnut). Chief Leonard noted that this type of situation is very difficult to enforce. There was further discussion about traffic flow and busiest times of day. Chief Leonard commented that he would prefer to do “concentrated enforcement” before any other changes are considered. He said that we need to get speeds under control first and mentioned putting the speed board out to let residents know that the police department is trying to address the speed issue. Engineering also mentioned that they do have some vehicle counts for this area as a result of studies done for other purposes. Pam asked if she could have this information forwarded to her.

MOTION was made, seconded, duly VOTED to refer to the POLICE DEAPRTMENT for enforcement and to ENGINEERING to forward vehicle counts to Pam Wilderman.

3-Old Business**3c. Stop signs on Bigelow Street.**

Chief Leonard presented a brief overview of this situation to the new Ward 4 Councilor, Rob Tunnera. He’s received many informal complaints/comments about the stop signs here over the years; however, the Commission recently received a formal written request to revisit the issue. Engineering has since conducted formal traffic counts on Bigelow Street. The end result, as expected, was that the traffic volume does not even come close to meeting the warrants for stop signs. Now that we have specific information that tells us that the stop signs should not be there, the question is how to proceed. The Commission has held off on doing anything with this information until the new Ward 4 Councilor came on board. Chief Leonard commented that the Commission has tried to be very consistent with regard to requests for stop signs. They have found that, more often than not, stop sign requests do not meet the necessary warrants. He mentioned that stop signs were installed at Elm Street and Ferrecchia Drive, due to accident data and sight line issues, and that the stop signs at Sudbury Street were removed. He said that stop signs are not the answer to speeding issues. This should be an enforcement issue. There are currently 7 stop signs on Bigelow Street and none seem to meet the warrants. Councilor Juaira, the prior Ward 4 Councilor, felt that the issue was split right down the middle. Councilor Pope disagreed; she felt that the issue was not split. She said that “you would be hard pressed to find anyone on that street who wants them down.” She

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would not support taking them down without a public hearing. Chief Leonard commented that he understands this is a “hot issue”. Councilor Tunnera said that when he was out campaigning he did find a 50 – 50 split on this issue. Some people who actually live at the stop sign locations mentioned concerns about noise with the constant stopping and starting in front of their homes. He commented that he would want to see notices sent out to residents and a public hearing held in the evening.

Chief Leonard brought up the possibility of taking down a few of the stop signs. Trucks currently stay away from this area because of the constant downshifting with the frequent stops. He can envision a problem with the removal of the stop sign at the corner of Evelina and Bigelow. There are a lot of trees and brush that block the traffic coming down the hill when making a left turn onto Bigelow. The traffic is currently used to stopping there. Councilor Pope commented that this is an issue where “no one is going to win.” Ron LaFreniere said that he tends to be “black and white” on these issues. “If warrants are met...they go in...if not...they come down.” However, he is in a “quandary” on this issue. He mentioned that at one time there was a Right Turn Only condition and the end of Bigelow to discourage traffic from taking that route to the Mall. Over time, the restriction disappeared. He said that the single biggest issue is with GPS. The hotels and rink etc. give directions from the highway but now people just put the address into their GPS and are sent down Bigelow Street. Some of the stop signs are also dangerous for motorists not familiar with the area. He also commented that the warrant analysis was done with the stop signs in place. We could end up with an accident situation if the signs are taken down because the stop signs have changed the scenario.

Lisa Thomas said that maybe we should table the issue for now and wait until the next meeting when the Fire Chief is also here and then decide on a time and date for a public hearing. She felt that we need to have some type of proposal in place before the public hearing and try to define a “best scenario”. Tom Collins asked if it would be helpful to conduct a resident survey. Ron commented that if we were holding a “legal public hearing” we would need to present a formal proposal but he felt that maybe this should be more of an information session for residents. Chief Leonard agreed that he is uncomfortable with calling this meeting a “public hearing”. We are trying to take the wishes of the neighbors into account and would like their input. Chief Leonard is guessing that the neighbors will agree with the compromise of taking down some of the stop signs. Ron mentioned that the reverse 911 system could be used to notify residents of the meeting.

MOTION was made, seconded, duly VOTED to refer to ENGINEERING to put together a few different scenarios which will be discussed further at the September meeting.

3a. Municipal off street parking regulation.

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

3b. High School parking regulations.

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

3d) Traffic Commission rules and regulations update.

MOTION was made, seconded, duly VOTED:

To TABLE until the Commission can determine how to handle this project.

3e) Communication from Kevin Flynn, re: Grant of Authority to enforce traffic regulations at CDA (Community Development Authority) senior housing locations.

MOTION was made, seconded, duly VOTED:

To TABLE

3f. Request for protected left turn signal for eastbound traffic on Lincoln St. @ Bolton St.

Tim Collins presented a revised timing sequence for the traffic lights at this location. The new sequence would allow for a protected left turn with a 7 second advance green arrow. It is believed that this would help to clear the line of traffic. At least the first few vehicles would be able to take the protected left turn if necessary. There would still be 28 seconds for both directions to have a "green ball".

MOTION was made, seconded, duly VOTED to APPROVE the new timing sequence as described in the diagram.

3g. Review of nighttime commercial exclusion on Stevens Street.

Tim Collins presented a detailed map/diagram indicating a "preferred" truck route. The intent is to provide additional signage that will more clearly define the truck route and hopefully divert the traffic from Stevens Street. There is currently a sign by Clinton Street encouraging commercial vehicles to "Keep Left". He is suggesting that another sign be placed down near Monnicks so that commercial vehicles would be alerted sooner that they should be merging left. Chief Leonard agreed that this would be helpful but asked if stronger language could be used on the sign, i.e. "All Commercial Vehicles Keep Left". Tim said that we really can't say "all trucks" because that is the regulation for a truck exclusion and trucks are not excluded from Lincoln Street. We are just trying to find the best way to strongly suggest the "preferred route". Tim also noted that there is currently a huge tree blocking another sign on the route. The sign needs to be moved so that it is clearly visible.

MOTION was made, seconded, duly VOTED to refer back to ENGINEERING as Ron would like to discuss "advisory signs" in more detail and will report back at the next meeting.

That there being no further business of the Traffic Commission held on this date, meeting adjourned at 11:20 a.m.

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

List of documents and other exhibits used at the meeting:
- Meeting Agenda for Tuesday, August 31, 2010

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-Includes the following attachments:

- *New City of Marlborough Meeting Posting Notice
- *E-mail chain from Krista Holmi and Theora Cole, re: Traffic Commission Meeting.
- *E-mail from Karen Kisty to Chief Leonard re: Crosswalk Request.
- *E-mail chain from Paul Valianti and Renato Alpizar, re: 135 Stow Road – lack of speed limit signage and pole locations.
- *E-mail chain from Ron LaFreniere, Tim Collins and Chief Leonard, re: No parking signs on Pleasant Street.
- *E-mail from Pam Wilderman to Chief Leonard, re: Chestnut Street owners meeting.
- *Diagram of Traffic Signal Timing for Bolton Street – Lincoln Street, dated 7/26/10.

- Additional Handouts:

- *Areal photo of area around Jaworek School indicating existing crosswalks on Hosmer Street.
- *Areal photo/map of East Main Street area with “preferred truck route” indicated.

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2010 NOV 12 A 9 52

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

Traffic Commission

The Regular Meeting of the Traffic Commission was held on Tuesday, September 28, 2010 at 10:05 a.m. in City Council Committee Room, City Hall. Members present: Chairman Police Chief Mark Leonard, Vice Chairman – DPW Commissioner Ronald LaFreniere and Fire Chief Ricky Plummer. Also present: City Engineer Thomas Cullen, Asst. Civil Engineer Tim Collins and City Councilor Rob Tunnera. Minutes taken by: Karen Lambert, MPD Records Clerk.

1- Minutes

The minutes of the Traffic Commission meeting of Tuesday, August 31st, 2010.

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

2-New Business

2a. Communication from Patricia Pazzaneze, re: speed limit on Donald Lynch Blvd.

Ms. Pazzaneze is concerned about the new posted speed limit of 40 mph near the New England Sports Center. She is especially concerned about the day care center and hotel in the area and the heavily traveled crosswalk in front of the NESC. She has suggested that a speed limit of 30 mph would be much more appropriate. Chief Leonard advised that we had looked into this issue before and had made a request to the MHD to reduce the speed limit here. The only reduction they agreed to was in an area up by the Mall. He suggested possible advisory signage.

Ron LaFreniere went on to explain (mainly for the benefit of Councilor Tunnera) that when you see a white sign for a posted regulated speed zone it requires a vote of the traffic commission based on engineering criteria. It relates to the speed that 85% of vehicles travel, this or greater. After the speed zone is established there may be circumstances within the zone that change the situation, i.e. curvature of the roadway. This is where advisory signage could be placed. This type of sign is yellow and could state a different speed than the established speed zone. The problem is that this appears to (and does) conflict with the speed in the designated speed zone. Chief Leonard also commented that the reduced speed is difficult to enforce. We've gone down this road

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before and even if another study is done, the DOT has to approve it. He mentioned that the Speed Board has been out there several times.

Ron commented that he does not like advisory signage but it may be needed here due to the concern with pedestrians in the area. He called it "an accident waiting to happen." Chief Leonard asked what speed Ron would suggest. He feels that 30 mph would be reasonable.

MOTION was made, seconded, duly VOTED to refer to ENGINEERING:

- 1) To review advisory signage and determine if additional warning signs are necessary.
- 2) Locate the prior speed study for review.

Findings to be discussed at next meeting.

2b. Monument Ave./Water St. intersection parking concerns.

Chief Leonard received an e-mail from one of his Lieutenants with regard to this issue. The school bus driver for this location has difficulty making the turn here because vehicles are parked too close to the intersection. The problem mainly appears to involve one specific vehicle. Chief Leonard said that he has not specifically looked into this situation yet but it appears to involve 1) enforcement and 2) possible signage, i.e. "no parking here to corner". The issue with the one particular vehicle may have already been addressed by an officer.

MOTION was made, seconded, duly VOTED to refer to the POLICE STATION for enforcement.

3-Old Business

3g) Pleasant Street parking restrictions between Chestnut St. and Elm St.

Chief Leonard presented the revised regulation that would DELETE the 30 minute parking restriction on the West Side of Pleasant Street from Chestnut St. northerly to the property line at 118 Elm St.

MOTION was made, seconded, duly VOTED to APPROVE the amended regulation.

3a. Municipal off street parking regulation.

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

3b. High School parking regulations.

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

3d. Traffic Commission rules and regulations update.

MOTION was made, seconded, duly VOTED:

To TABLE until the Commission can determine how to handle this project.

3e. Communication from Kevin Flynn, re: Grant of Authority to enforce traffic regulations at CDA (Community Development Authority) senior housing locations.

MOTION was made, seconded, duly VOTED:

To TABLE

3g. Review of nighttime commercial exclusion on Stevens Street.

MOTION was made, seconded, duly VOTED:

To TABLE

NOTE - DPW Commissioner Ron LaFreniere left the meeting at this time. He will review the following agenda item with Engineering prior to the next meeting.

3c. Stop signs on Bigelow Street.

Engineering put together 3 potential alternatives for this location and they were presented, in brief, by Tim Collins. It was further discussed that there would be an informational meeting in the evening, at a later date, to provide the opportunity for public input. Tim explained that Engineering cannot recommend keeping the stop signs since we now know that they do not meet the required warrants.

Alternative 1 - The only possible warrant that could be brought into question is the one dealing with pedestrian traffic. In order to meet the requirements for this warrant, sidewalks would need to be installed along the full length of Bigelow. The road is wide enough for sidewalks (on one side); however, the pavement would need to be altered to make room. The estimated cost would be \$500,000.

Alternative 2 - The adding of signalization at the intersection of Bigelow and Donald Lynch with a limited green arrow (short time period) for turning onto Bigelow. This would be similar to the intersection of East Main and Curtis. This would potentially cause traffic to backup and would encourage drivers to seek alternative routes. The estimated cost would be \$100,000.

Alternative 3 - Make Bigelow Street one way, (however, this would create a "hardship" for residents) or a portion of it one way. The attempt would be to stop traffic from using Bigelow as a way to leave the Mall area. It would involve creating a cul-de-sac where drivers could turn around and go the other way and advance warning signs, i.e. Road ends use turn around.

Chief Leonard said that he had a hard time "embracing any of these alternatives". Tim commented that any time you create a calming pattern it will disrupt traffic elsewhere. The Chief noted that the initial goal of the stop signs was to deter traffic from traveling down Bigelow St. when traveling to the Mall and NES. The stop signs are no longer working as a deterrent because of GPS. Traffic is now continually sent down Bigelow. Prior to the mall and other development, there was hardly any traffic on Bigelow. It was

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basically a residential street. "Overnight", this road saw a huge increase in traffic. It is the Chief's sense that over the years, the residents of Bigelow St. have accepted the stop signs. The only reason we have now revisited this issue is because the Traffic Commission received a formal request to do so.

Tim commented that when he was out doing the traffic study, the opinion of residents seemed to be "half and half", i.e. half wanted the stop signs down and half did not. Chief Leonard said that he would like to know **why** people either want or don't want them. Are we talking about a speed issue or a traffic volume issue? If we are trying to make the roadway safer, should we take the signs down but install speed bumps, for example, to slow traffic. Engineering made the comment that speed bumps are not good for young drivers or motorcycles. Are there other alternatives? They commented that on Beach Street, the roadway was narrowed to force traffic to slow.

Chief Leonard said that he was hoping to see an alternative that included taking some of the stop signs down. He is hoping to find a "happy medium". Of all the alternatives presented, the most appealing is creating sidewalks, which would include crosswalks where pedestrians could safely cross, at the stop signs, from one subdivision to another. However, only installing crosswalks on a portion of the street, i.e. Shea to Evalina, would allow for some of the stop signs to be maintained while also providing a benefit to residents. The big question here is money. It would require a long range plan. In the meantime, some signs could be taken down. Another study could be done in two years to see if there has been a change in the traffic flow. We could then compare and see if the stop signs actually did deter traffic. Chief Leonard did also note that he would like to see the intersection of Donald Lynch and Bigelow signalized.

It was further discussed that Engineering would "tweek" the sidewalk plan with the idea of taking a few signs down for the next meeting. This appears to be a decent compromise: A) Take some down. B) Do another study at a later date. C) Work on funding.

MOTION was made, seconded, duly VOTED: To refer to ENGINEERING to work on the plan as outlined above and continue the discussion at the next meeting in October.

That there being no further business of the Traffic Commission held on this date, meeting adjourned at 11:10 a.m.

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

List of documents and other exhibits used at the meeting:

- Meeting Agenda for Tuesday, September 28, 2010

-Includes the following attachments:

- *New City of Marlborough Meeting Posting Notice
- *Correspondence from Patricia Pazzanese to Chief Leonard and the Traffic Commission Members re:, posted speed limit on Donald Lynch Blvd.
- *E-mail from Lt. Boland to Chief Leonard re:, Parking complaint – Poss. issue for Traffic Com/DPW.
- *Regulation to amend the Rules and Regulations of the Traffic Commission regarding parking restriction on Pleasant Street.

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*Draft of Traffic Commission Minutes from Meeting of 8/31/10 for approval.

City of Marlborough

Commonwealth of Massachusetts

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CITY OF MARLBOROUGH



2010 NOV -9 A 11: 53

PLANNING BOARD

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

Carrie Lizotte, Board Secretary

Phone: (508) 460-3769

Fax: (508) 460-3736

Email: CLizotte@marlborough-ma.gov

PLANNING BOARD MINUTES
October 18, 2010
7:00 PM

The Planning Board for the City of Marlborough met on Monday, October 18, 2010 in Memorial Hall, 3rd floor, City Hall, Marlborough, MA 01752. Members present: Barbara Fenby, Colleen Hughes, Clerk, Philip Hodge, Clyde Johnson and Sean Fay. Also present: Assistant City Engineer Richard Bakdelli.

MINUTES

Meeting Minutes October 4, 2010

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

To accept and file the minutes of October 4, 2010.

CHAIRS BUSINESS

Blackhorse Farms/Carisbrooke II

Mr. Fay stated that the Planning Board has been very patient and accommodating to the developers of Blackhorse Farms/Carisbrooke II. However, since August 23, 2010, no response has been received by the Planning Board regarding the City Engineer's report concerning conditions related to the streets and ways of the subdivision requiring attention prior to recommending an extension of the subdivision approval. Mr. Fay suggested that the Planning Board invite the Developers to the next meeting with notice that the Board intends to take action on the extension request and absent further progress, he will make a motion that the request be denied. This will put the development in an uncertain position where the Board will be unable to act on any future request for bond reductions.

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

To send a certified letter to the Fafard Development asking them to appear at the next Planning Board to discuss the status of Blackhorse Farms/Carisbrooke II and their progress on the work required by the City Engineer.

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Member Nomination

Mrs. Lizotte stated that the Mayors Office is asking for a formal letter for another Member nomination. She will prepare the nomination and refer the nomination to the Mayors Office.

APPROVAL NOT REQUIRED PLAN

424 South Street

Submittal

Attorney Michael Norris presented the ANR plan to the Planning Board. Mr. Norris explained that his clients have had pervious issues regarding easements on the back portion of the property with their abutting neighbors. With these changes, easements will be in place so that both properties are in agreement to the mobility of the vehicles that use that portion of land.

- Easement B is 9,204.03 S.F.
- Lot #5 is 1,495.40 S.F.

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

To accept and refer the proposed plan to the City Engineer for his review prior to the next meeting on Monday, November 8, 2010.

PUBLIC HEARING

SUBDIVISION PROGRESS REPORTS

Update from City Engineer

Mr. Baldelli stated that there were no new updates.

Country Club Estates

Amended Covenant

Mrs. Lizotte received late conformation from the City Solicitor that the new amended covenant is not prepared at this time. He expects to have it for the next meeting.

Davis Estates

Bond Reduction Request

City Engineer Correspondence

Mr. Baldelli has reviewed the request of reducing the current subdivision bond. The bond is currently at \$176,000 and the Engineering Division stated that the Planning Board should consider reducing the amount to \$149,000 and that the Engineering Division is in a position to make a favorable recommendation to the Board. Also noted in the correspondence is the remaining work to be completed: placement of fencing and miscellaneous cleanup. Upon the completion of those items, Engineering will be contacting the developer concerning the City taking ownership of the decorative lamp posts.

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

To accept and file correspondence; to reduce the current bond from \$176,000.00 to \$149,000.00.

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Elm Farm Valley Estates
Bond reduction request

Mr. Cullen has reviewed the request of the current subdivision bond and has recommended the bond that is currently \$35,000.00 be reduced to \$11,000.00. As discussed at the October 4, 2010 meeting, the remaining bond amount will cover the cost if the eminent domain takings would be necessary for the two lots on Millham Street and costs associated with securing the easements.

As indicated in previous correspondence, Mr. Cullen recommends that the bond remains in place until in such time as the acceptance plan and municipal easements have been recorded at the Middlesex Registry of Deeds, South District.

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

To accept and file correspondence.

Correspondence from Elm Farm Realty Trust

Ms. Linda Fossile stated in her correspondence that the subdivision has been completed for some time. She stated that the acceptance plan was drawn to the approved Definitive Subdivision Plan, which was accepted by the Planning Board on May 6, 2002.

Her correspondence also states that individual As-built plans with the easements were approved and accepted by the Engineering Division labeled as approved. She stated that the easement issues were not an issue or they would not have been able to be issued Certificate of Occupancies for the lots containing the miss-labeled easement.

Although they appreciate the bond reduction to \$11,000.00, they are further requesting the bond be reduced to \$1,000.00.

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

To accept and file the correspondence; to refer to the City Engineer for his comments.

Bond Reduction

Mr. Fay stated that it would not be inconsistent if the Board took action on the bond reduction request of the City Engineer.

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

To reduce the current bond from \$35,000.00 to \$11,000.00.

PENDING SUBDIVISION PLANS: Updates and Discussion

PRELIMINARY/ OPEN SPACE SUBDIVISION SUBMITTALS

DEFINITIVE SUBDIVISION SUBMISSIONS

SCENIC ROADS

INFORMAL DISCUSSION

COMMUNICATIONS/CORRESPONDENCE

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

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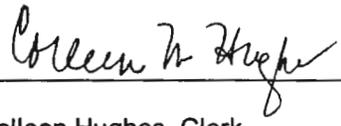
To accept all of the items listed under communications and/or correspondence.

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

To adjourn at 7:38 p.m.

A TRUE COPY

ATTEST:

A handwritten signature in cursive script, reading "Colleen M. Hughes", is written over a horizontal line.

Colleen Hughes, Clerk