

PRESENTATION OF 2008 CITY SCHOLARSHIPS

1. Minutes, City Council Meeting, May 12, 2008.
2. Minutes, Joint Convention, June 2, 2008.
3. CONTINUATION OF PUBLIC HEARING: On the application for Special Permit from MetroPCS Massachusetts, LLC for proposed installation of a Telecommunication Facility onto the existing Telecommunications Tower located at 75 Donald Lynch Blvd.
4. PUBLIC HEARING: On the **resubmission** of application for Special Permit from Arthur Bergeron, on behalf of Boston Post 355, LLC for permission to construct and operate a car wash at 355 Boston Post Rd. West.
5. PUBLIC HEARING: On the application for **second** Special Permit from Arthur Bergeron, on behalf of Boston Post 355, LLC for permission to construct and operate a car wash at 355 Boston Post Rd. West as it is also located in the Water Supply Protection District.
6. PUBLIC HEARING: On the communication from the Planning Board re: Proposed Amendments to Limited Development Subdivisions Ordinance, Chapter 200, Article VI, Section 200-30.
7. PUBLIC HEARING: On the application from Attorney Arthur B. Bergeron, on behalf of 890 Post Rd. LLC, re: consideration of adopting proposed New Car Dealership Overlay District for Maps 62, Parcels 1 & 24.
8. PUBLIC HEARING: FY09 Municipal Operating Budget.
9. Communication from the Mayor re: Capital Project Summaries and Timelines.
10. Communication from the Mayor re: budget transfer request in the amount of \$54,000.00 which will move funds from Undesignated to Open Space Stabilization from funds received for wireless antennae locations within the City for FY2007 and FY2008.
11. Communication from the Mayor re: budget transfer request in the amount of \$30,972.00 which moves funds from Fringes to Sick Leave to provide sick leave buy back relative to a retirement in the Fire Department.
12. Communication from the Mayor re: the appointment of Eric Jusseaume to a permanent full-time firefighter following completion of the Fire Academy's Recruit Program commencing in early July.
13. Communication from the Mayor re: Training Grant in the amount of \$11,900.00 from the Statewide Emergency Telecommunications Board.
14. Communication from the Mayor re: temporary suspension of the aggregation program's operation.
15. Communication from the Mayor re: Offset of an Appropriation by Estimated Fees Related to Site Plan Review.
16. Communication from Ronald LaFreniere, DPW Commissioner, re: Utility Pole Relocation at 519 Elm St., pole 63.
17. Communication from John Ghiloni, Public Facilities Director, re: RFP for lease at Bigelow School.
18. Communication from Patrick Hogan, Marlborough Police Department, re: permission to use the rail trail for the annual Sgt. William Kirby road race.
19. Communication from the Law Offices of Jeffrey Roelofs re: Notice of Project Change, Indian Hill Park.
20. Communication from the American Heart Association re: CPR training.
21. Communication from David Nyberg, CSM & Companies re: request to extend deadline mitigation Condition #21 of Special Permit adopted April 4, 2007 for 175 Maple St., (#06-1001377) to October 1, 2008.
22. Petition by National Grid to relocate pole # 63 on Elm St. in an easterly direction 15' ± from existing location due to a road job.
23. Application of Nobiano Coelho Rangel d/b/a Silver Games for Junk Dealer's license.
24. Notice from Mosquito Control Project re: investigate resident's complaints about mosquitoes on the following dates: June 4, 11, 18 & 25.

25. Minutes, Community Development Authority, April 9, 2008.
26. Minutes, Planning Board, April 28, 2008.
27. Minutes, MetroWest Regional Transit Authority Advisory Board, April 14, 2008.
28. CLAIMS:
 - A. Nathan Stiryer, 177 Elm St., vehicle damage
 - B. Bernadette Houldsworth., 247 West Hill Rd., property damage
 - C. Joanne Levy, 41 Whispering Brook Rd., property damage
 - D. Jeff Marques, 345 Oak Grove Ave., Fall River, vehicle damage
 - E. Ming Fang, 12 Robert Rd., property damage

REPORTS OF COMMITTEES:

29. ORDERED: That the Marlborough City Council meet with the Commissioner and Assistant Commissioner of Public Works for an update regarding mandatory recycling, pay-as-you-throw and other trash disposal programs.....Submitted by Councilors Pope, Delano and Clancy
30. ORDERED: The Commissioner of Public Works shall produce a report on the Forestry, Parks and Cemetery Division detailing, for each function performed by the division, both the all-in cost associated with the function and the projected cost of outsourcing the function. Both direct and indirect costs, including but not limited to salary, overtime, longevity, SLBB, clothing allowance, educational incentives, meal allowance, health and life insurance, retirement and pension, workers comp insurance, temp help, materials, supplies, equipment, equipment r&m, vehicle r&m, and fuel shall be used. The all-in cost analysis shall reconcile to FY08 actual costs and projected outsourcing costs shall be obtained through a request for information or another valid means. Said report shall be submitted to the full City Council no later than 90 days from the date this order is adopted.Submitted by Councilors Levy, Ferro, and Delano.

UNFINISHED BUSINESS:

From City Council

31. **Order No. W/08-1001794 – Communication from the Mayor re: Capital Bond Requests totaling \$940,378.00.** The capital bond requests were submitted on behalf of several City departments. As per these discussions, a request was made to move a total of \$940,378 to fund these various projects from Account No. 836000-11515 (Stabilization) into the appropriate capital outlay accounts.
MOTION: Councilor Ossing requested that this item be placed on the June 9, 2008 agenda.

From Personnel Committee

32. **Order No. 08-1001853 - Reappointments of David Williams and John Skarin to the Conservation Commission whose terms expire on March 5, 2011.** - The reappointments of David Williams and John Skarin would be for a period of three years. **Recommendation of the Personnel Committee is to approve 3-0.**

33. **Order No. 08-1001852 – Reappointments of Robert Lazaros and Karl Vigeant to the Recreation Commission whose terms expire on March 5, 2011.** – The reappointments of Robert Lazaros and Karl Vigeant would be for a period of five years. **Recommendation of the Personnel Committee is to approve the reappointment of Robert Lazaros 3-0 and to refer the reappointment of Karl Vigeant back to the Mayor as he will not be seeking reappointment.**
34. **Order No. 08-1001854 – Reappointment of Varoojan Aykanian as Voter Registrar whose term expires on April 1, 2011.** – The reappointment would be for a period of three years. **Recommendation of the Personnel Committee is to approve 3-0.**
35. **Order No. 08-1001856 – Appointment of Richard Towle as an alternate on the Commission on Disabilities for a period of three years.** – The appointment would commence upon confirmation. **Recommendation of the Personnel Committee is to approve 3-0.**

From Finance Committee

36. **Order No. 08-1001794 - Mayor's 2008 Capital Bond Request** - The Finance Committee continued the reviewed the Mayor's letter dated February 5, 2008 that contained 11 capital bonds totaling \$12,076,464 (\$13,286,000 total request). The Chairman read a letter from Councilor Schafer indicating he would not support any new drainage or street reconstruction projects until there is a full accounting of the status of all prior year projects. **Recommendation of the Finance Committee for each bond is as follows after the summary below:**
 - Approved bonds totaling \$8,506,958
 - Denied \$1,050,000 bond request
 - Approved the use of \$1,577,128 in existing unused bonds to offset the FY08 bond request
 - Referred a \$75,000 bond back to the Mayor
 - Approved Order 08-100-1846 that transferred \$452,000 from stabilization for computer hardware and vehicle GPS
 - Request the Mayor to submit a transfer from stabilization in the amount of \$940,378

Recommendation of the Finance Committee is to approve advertising of Bonds 1, 2, 3, 5 and 6.

1. **Order No. 08-1001794-1** - The sum of \$2,635,500.00 (two million six hundred thirty five thousand five hundred) dollars be appropriated for departmental equipment. **Recommendation of the Finance Committee is to approve \$2,302,848.00 (two million three hundred and two thousand eight hundred and forty eight) dollars 5-0.**
2. **Order No. 08-1001794-2** - The sum of \$4,355,000.00 (four million three hundred fifty-five thousand) dollars be appropriated for street construction. **Recommendation of the Finance Committee is to approve \$3,923,613.00 (three million nine hundred twenty three thousand six hundred thirteen) dollars 5-0.**
3. **Order No. 08-1001794-3** - The sum of \$327,000.00 (three hundred twenty seven thousand) dollars be appropriated for sidewalk construction. **Recommendation of the Finance Committee is to approve \$327,000.00 (three hundred twenty seven thousand) dollars 5-0.**

4. **Order No. 08-1001794-4** - The sum of \$728,000.00 (seven hundred twenty eight thousand) dollars be appropriated for sewer construction. **Recommendation of the Finance Committee is to deny the bond 5-0.**
 5. **Order No. 08-1001794-5** - The sum of \$810,464.00 (eight hundred ten thousand four hundred sixty four) dollars be appropriated for fire department equipment. **Recommendation of the Finance Committee is to approve \$810,464.00 (eight hundred ten thousand four hundred sixty four) dollars 5-0.**
 6. **Order No. 08-1001794-6** - The sum of \$1,356,000.00 (one million three hundred fifty six thousand) dollars be appropriated for building renovations. **Recommendation of the Finance Committee is to approve \$1,143,033.00 (one million one hundred forty three thousand thirty three) dollars 5-0.**
 7. **Order No. 08-1001794-7** - The sum of \$200,000.00 (two hundred thousand) dollars be appropriated for energy improvements to buildings. **Recommendation of the Finance Committee is to deny the bond 5-0.**
 8. **Order No. 08-1001794-8** - The sum of \$95,000.00 (ninety five thousand) dollars be appropriated for developing cemetery roads and paths. **Recommendation of the Finance Committee is to deny the bond 5-0.**
 9. **Order No. 08-1001794-9** - The sum of \$75,000.00 (seventy five thousand) dollars be appropriated for engineering and architectural design. **Recommendation of the Finance Committee is to refer the bond back to the Mayor 5-0 as there was not enough information on the scope of the project.**
 10. **Order No. 08-1001794-10** - The sum of \$1,092,500.00 (one million ninety two thousand five hundred) dollars be appropriated for park reconstruction. **Recommendation of the Finance Committee is to deny the bond 5-0.**
 11. **Order No. 08-1001794-11** - The sum of \$402,000.00 (four hundred two thousand) dollars be appropriated for computer hardware. **Recommendation of the Finance Committee is to deny the bond 5-0.**
37. **Order No. 08-1001846 - Transfer \$452,000 from Stabilization Account to Computer Hardware (\$402,000) and DPW Projects (\$50,000 for Vehicle GPS)** - The Finance Committee reviewed the Mayor's letter dated April 2, 2008 requesting a transfer of \$452,000 from the Stabilization Account to fund the purchase of Computer Hardware (\$402,000) and Vehicle GPS (\$50,000) identified in the Mayor's bond request dated February 5, 2008. The Finance Committee approved the transfer of \$402,000 to purchase the computer hardware on April 14, 2008 (subsequently approved by the City Council on April 28, 2008). **Recommendation of the Finance Committee is to approve the transfer of \$50,000 from the Stabilization Account to fund the purchase of the Vehicle GPS system 5-0.**



CITY OF MARLBOROUGH
OFFICE OF CITY CLERK
Lisa M. Thomas
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MARLBOROUGH, MASSACHUSETTS 01752
(508)460-3775 FAX (508)624-6504
MAY 12, 2008

Regular meeting of the City Council held on Monday MAY 12, 2008 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors present: Levy, Ossing, Pope, Vigeant, Delano, Ferro, Schafer, Juaire, Clancy and Landers. Meeting adjourned at 8:53 p.m.

ORDERED: Minutes, City Council meeting, April 28, 2008, **FILE**; adopted.

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

ORDERED: That the Mayor presented a plaque to Councilor Clancy for his forty years of dedicated service as a member of the Conservation Commission, **FILE**; adopted.

ORDERED: Now being the time set for the PUBLIC HEARING On the application for Special Permit from MetroPCS Massachusetts, LLC for proposed installation of a Telecommunication Facility onto existing building located at 450 Boston Post Rd., all were heard who wish to be heard, hearing adjourned at 8:19 p.m., **IN WIRELESS COMMUNICATIONS COMMITTEE**; adopted.

ORDERED: Now being the time set for the PUBLIC HEARING On the application for Special Permit from MetroPCS Massachusetts, LLC for proposed installation of a Telecommunication Facility onto the existing Telecommunications Tower located at 75 Donald Lynch Blvd, **CONTINUED UNTIL JUNE 9, 2008, IN WIRELESS COMMUNICATIONS COMMITTEE**; adopted.

ORDERED: That the FY09 budget, refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the following budget transfer requests in the amount of \$940,378.00 which would move funds from Stabilization to DPW Projects, Public Facilities, Police Vehicle, Police Equipment, Recreation Equipment and City Hall Equipment to fund appropriate capital outlay accounts, **TABLED UNTIL JUNE 9, 2008**; adopted.

FROM:

Acct. # 836000-11515 \$940,378.00
Stabilization

TO:

Acct. # 19300006-58514 \$505,000.00
DPW Projects

Acct. # 19300006-58467 \$230,000.00
Public Facilities

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Acct. # 19300006-58508 \$89,000.00
 Police Vehicles
 Acct. # 19300006-58593 \$70,000.00
 Police Equipment
 Acct. # 19300006-58718 \$27,878.00
 Recreation Equipment
 Acct. # 19300006-58595 \$18,500.00
 City Hall Equipment

ORDERED: That the following interdepartmental salary transfer requests in the amount of **\$9,154.00** which moves funds from Council on Aging, Auditor and Inspectional Services to Plumbing Inspections, Electrical Inspector and In-State Travel for Inspectional Services and **90,243.55** which would move funds from Reserve for Salaries and Fringes to cover contractual salary increases for the Library, Public Facilities, Inspectional Services and Police Department, refer to **FINANCE COMMITTEE**; adopted.

BUDGET TRANSFERS --

FISCAL YEAR:2008

DEPT:

FROM ACCOUNT:

TO ACCOUNT:

Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:
\$6,650.00	11350004	53180	Auditor/professional & tech	\$3,363.00	12410001	50370	Inspect/plumbing inspec
Reason:	Finance assistant hired. Funds no longer needed				Unexpected retirement of Henry Pacific		
\$447.00	15410001	50392	COA/part-time nurse	\$4,882.00	12410001	50380	Inspecelec inspector
Reason:	Position never filled				Greater number of "per inspections" than anticipated		
\$425.00	12410001	50970	Inspece/asst wiring	\$909.00	12410006	57100	Inspece/instate travel
Reason:	excess funds				Travel costs at the updated per mile cost		
\$554.00	12410003-51430		Inspece/longevity				
Reason:	excess funds						
\$1,078.00	12410003-51180		Inspece/zoning board				
Reason:	less meetings held						
total				total			
\$9,154.00				\$9,154.00			

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CITY OF MARLBOROUGH
BUDGET TRANSFERS --

EPT:

FISCAL YEAR: 2008

FROM ACCOUNT:

TO ACCOUNT:

Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:
\$84,581.00	11990006	57820	Reserve for salaries	\$887.00	16100001	50471	Young adult librarian
							Contractual agreement
\$5,662.55	11990006	51500	Fringes	\$851.00	16100001	50656	Head of circulation
							Contractual agreement
				\$340.00	16100003	51920	Library/sick leave buy
							Contractual agreement
				\$71.00	11920001	51385	Facilities/Electrician
							Contractual agreement
				\$2,322.55	11920003	51920	Facilities/sick leave buy
							Contractual agreement
				\$3,000.00	12410003	51920	Inspections/sick leave
							Contractual agreement
				\$25,000.00	12100003	51490	Police/holiday
							Contractual agreement
				\$20,000.00	12100003	51310	Police/regular o.t.
							Contractual agreement
				\$35,000.00	12100003	51320	Police/court o.t.
							Contractual agreement
				\$2,772.00	12100003	51213	Police/public safety disp
							Contractual agreement
total				total			
\$90,243.55				\$90,243.55			

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ORDERED: That the following budget transfer requests on behalf of DPW in the amount of \$214, 916.71 which would move funds from currently available salary-related items (the result of Worker's Comp injuries or vacancies within positions) to other salary and operating expense lines, refer to **FINANCE COMMITTEE**; adopted.

CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST

DEPT:	<u>Department of Public Works</u>			DATE:	<u>5/7/2008</u>		FY:	<u>08</u>
	FROM ACCOUNT:			TO ACCOUNT:				
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:		
<u>\$11,230.00</u>	<u>61090001</u>	<u>50460</u>	<u>Meter reader</u>	<u>60081003</u>	<u>51310</u>	<u>Overtime-Regular</u>		
Reason:	<u>Available funds caused by W/C injury</u>			<u>\$11,230 needed to cover remaining holidays, weekends and emergencies. Additional money spent on necessary sludge dewatering and operational issues caused by snow storms and holiday time off.</u>				
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:		
<u>\$2,000.00</u>	<u>61090001</u>	<u>50740</u>	<u>Equip. Operator</u>	<u>61090003</u>	<u>51310</u>	<u>Overtime-Regular</u>		
Reason:	<u>Available funds caused by W/C injury</u>			<u>Anticipate needing \$45,000 to cover normal overtime needs, which are running exceptionally high. Numerous water main breaks and sewer main blockages have caused this situation.</u>				
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:		
<u>\$40,000.00</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for salaries</u>	<u>61090003</u>	<u>51310</u>	<u>Overtime-Regular</u>		
Reason:	<u>Remaining funds after all contractual agreements have been accounted for</u>			<u>Anticipate needing \$45,000 to cover normal overtime needs, which are running exceptionally high. Numerous water main breaks and sewer main blockages have caused this situation.</u>				
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:		
<u>\$3,000.00</u>	<u>61090001</u>	<u>50460</u>	<u>Meter reader</u>	<u>61090003</u>	<u>51310</u>	<u>Overtime-Regular</u>		
Reason:	<u>Available funds caused by W/C injury</u>			<u>Anticipate needing \$45,000 to cover normal overtime needs, which are running exceptionally high. Numerous water main breaks and sewer main blockages have caused this situation.</u>				

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DEPT: Department of Public Works DATE: 5/7/2008 F' 08

FROM ACCOUNT: TO ACCOUNT:

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
<u>\$2,500.00</u>	<u>61090001</u>	<u>50460</u>	<u>Meter reader</u>	<u>61090003</u>	<u>51380</u>	<u>Overtime Water/Sewer Police</u>
Reason:	<u>Available funds caused by W/C injury</u>			<u>Monies needed to cover police detail during water emergencies, which are running higher than normal</u>		

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
<u>\$4,220.00</u>	<u>14001103</u>	<u>51430</u>	<u>Longevity</u>	<u>61090003</u>	<u>51430</u>	<u>Longevity</u>
Reason:	<u>Sufficient funds in account</u>			<u>Contractual increase</u>		

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
<u>\$1,054.00</u>	<u>61090001</u>	<u>50460</u>	<u>Meter Reader</u>	<u>61090003</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>
Reason:	<u>Available funds caused by W/C injury</u>			<u>Contractual obligation has increased demand on this line item</u>		

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
<u>\$200.00</u>	<u>61090001</u>	<u>50460</u>	<u>Meter Reader</u>	<u>61090003</u>	<u>51990</u>	<u>Meal Allowance</u>
Reason:	<u>Available funds caused by W/C injury</u>			<u>Extra meal obligation due to numerous emergencies.</u>		

DEPT: Department of Public Works DATE: 5/7/2008 FY: 08

FROM ACCOUNT: TO ACCOUNT:

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
<u>\$10,600.00</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for salaries</u>	<u>61090001</u>	<u>50690</u>	<u>Foremen</u>
Reason:	<u>For contractual agreement</u>			<u>Contractual obligation has increased demand on this line item</u>		

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
<u>\$5,260.00</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for salaries</u>	<u>61090001</u>	<u>50780</u>	<u>Chief P.S. Operator</u>
Reason:	<u>For contractual agreement</u>			<u>Contractual obligation has increased demand on this line item</u>		

Amount	Fund	Object	Account Description:	Fund	Object	Account Description:
<u>\$2,733.00</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for salaries</u>	<u>60085001</u>	<u>50750</u>	<u>Equipment Operator</u>
Reason:	<u>For contractual agreement</u>			<u>Contractual obligation has increased demand on this line item</u>		

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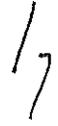
IN CITY COUNCIL

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MAY 12, 2008

DEPT:	<u>Department of Public Works</u>			DATE:	<u>5/7/2008</u>	FY:	<u>08</u>
	FROM ACCOUNT:			TO ACCOUNT:			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$900.00</u>	<u>14001001</u>	<u>50630</u>	<u>Assis. Comm.-Admin.</u>	<u>14001003</u>	<u>51920</u>	<u>Sick Leave Buyback - Admin.</u>	
Reason:	<u>Position was vacant during a period</u>			<u>Employee receives this benefit</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$2,800.00</u>	<u>14001103</u>	<u>51920</u>	<u>Sick Leave Buyback</u>	<u>14001003</u>	<u>51920</u>	<u>Sick Leave Buyback - Admin.</u>	
Reason:	<u>Surplus funds in account</u>			<u>Employee receives this benefit</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$67.00</u>	<u>14001103</u>	<u>51430</u>	<u>Longevity</u>	<u>14001003</u>	<u>51430</u>	<u>Longevity</u>	
	<u>Surplus funds in account</u>			<u>Needed to cover retirement</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$711.00</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for salaries</u>	<u>14001002</u>	<u>50520</u>	<u>Principle Clerk</u>	
	<u>Contractual agreement</u>			<u>Insufficient funds to meet demand</u>			

DEPT:	<u>Department of Public Works</u>			DATE:	<u>5/7/2008</u>	F	<u>08</u>
	FROM ACCOUNT:			TO ACCOUNT:			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$1,000.00</u>	<u>14001101</u>	<u>50660</u>	<u>Assistant City Engineer</u>	<u>14001103</u>	<u>51310</u>	<u>Overtime-Regular - Engineering</u>	
Reason:	<u>Position has been vacant for a period</u>			<u>Multiple roadway and water replacement contracts are active during Spring 2008 - \$1,000 equates to 24 working hours</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$160.00</u>	<u>14001101</u>	<u>50660</u>	<u>Assistant City Engineer</u>	<u>14001104</u>	<u>53150</u>	<u>Advertising - Engineering</u>	
Reason:	<u>Position has been vacant for a period</u>			<u>Remaining Budget = \$57. Advertising is approximately \$70 per which will equate to three advertisements.</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$2,500.00</u>	<u>14001101</u>	<u>50660</u>	<u>Assistant City Engineer</u>	<u>14001106</u>	<u>52560</u>	<u>Vehicle Repair & Maint. - Engin.</u>	
	<u>Position has been vacant for a period</u>			<u>Budget amount expended. One vehicle currently off the road.</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$2,000.00</u>	<u>14001101</u>	<u>50660</u>	<u>Assistant City Engineer</u>	<u>14001106</u>	<u>59570</u>	<u>Chapter 90 Construction - Engin.</u>	
	<u>Position has been vacant for a period</u>			<u>Based on current burn rate and Spring 2008 contracts.</u>			



CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST

DEPT:	<u>Department of Public Works</u>			DATE:	<u>5/7/2008</u>	FY	<u>08</u>
	FROM ACCOUNT:			TO ACCOUNT:			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$4,200.00</u>	<u>14001403</u>	<u>50745</u>	<u>Motor Equipment Repairman</u>	<u>14001403</u>	<u>50760</u>	<u>Working Foreman</u>	
Reason:	<u>Funds available due to injury</u>			<u>Funds anticipated to complete FY 2008</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$10,100.00</u>	<u>14001403</u>	<u>50745</u>	<u>Motor Equipment Repairman</u>	<u>14001403</u>	<u>51240</u>	<u>Temporary Part-Time</u>	
Reason:	<u>Funds available due to injury</u>			<u>Funds anticipated to complete FY 2008</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$14,000.00</u>	<u>14001101</u>	<u>50660</u>	<u>Assistant City Engineer</u>	<u>14001406</u>	<u>54810</u>	<u>Rep./Maint Supplies</u>	
Reason:	<u>Position has been vacant for a period</u>			<u>Funds anticipated to complete FY 2008</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$3,238.00</u>	<u>14001301</u>	<u>50690</u>	<u>Foremen Street</u>	<u>14001403</u>	<u>50760</u>	<u>Working Foreman</u>	
	<u>Surplus funds in account</u>			<u>Contractual obligation has increased demand on this line item</u>			

CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST

DEPT:	<u>Department of Public Works</u>			DATE:	<u>5/7/2008</u>	FY	<u>08</u>
	FROM ACCOUNT:			TO ACCOUNT:			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$64,207.71</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for salaries</u>	<u>14001303</u>	<u>50740</u>	<u>Equipment Operators</u>	
Reason:	<u>Contractual agreement</u>			<u>Contractual Increases</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$8,100.00</u>	<u>14001303</u>	<u>50790</u>	<u>Dispatcher</u>	<u>14001305</u>	<u>55310</u>	<u>Highway Construction Material</u>	
Reason:	<u>Funds available due to vacancy</u>			<u>Funds anticipated to complete FY 2008</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$3,000.00</u>	<u>14001303</u>	<u>50790</u>	<u>Dispatcher</u>	<u>14001305</u>	<u>5532</u>	<u>Sign Materials</u>	
Reason:	<u>Funds available due to vacancy</u>			<u>Funds anticipated to complete FY 2008</u>			

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CITY OF MARLBOROUGH
BUDGET TRANSFER REQUEST

DEPT:	<u>Department of Public Works</u>			DATE:	<u>5/7/2008</u>	FY	<u>08</u>
	FROM ACCOUNT:			TO ACCOUNT:			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$11,000.00</u>	<u>14001101</u>	<u>50660</u>	<u>Assistant City Engineer</u>	<u>14001503</u>	<u>51310</u>	<u>Overtime-Regular</u>	
Reason:	<u>Position has been vacant for a period</u>			<u>Funds anticipated to complete FY 2008</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$1,000.00</u>	<u>14001503</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>14001503</u>	<u>51470</u>	<u>Interim Foreman</u>	
Reason:	<u>Funds available due to vacancies in division</u>			<u>Funds anticipated to complete FY 2008</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$2,000.00</u>	<u>14001503</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>14001504</u>	<u>53150</u>	<u>Advertising</u>	
Reason:	<u>Funds available due to vacancies in division</u>			<u>Funds anticipated to complete FY 2008</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$120.00</u>	<u>14001503</u>	<u>50740</u>	<u>Equipment Operators</u>	<u>14001506</u>	<u>54240</u>	<u>License & Inspection</u>	
	<u>Funds available due to vacancies in division</u>			<u>Funds anticipated to complete FY 2008</u>			
Amount	Fund	Object	Account Description:	Fund	Object	Account Description:	
<u>\$1,016.00</u>	<u>14001103</u>	<u>51430</u>	<u>Longevity</u>	<u>14001503</u>	<u>51430</u>	<u>Longevity</u>	
Reason:	<u>Sufficient funds in account</u>			<u>Contractual increase</u>			

ORDERED: That the following intra-departmental transfer requests in the amount of **\$112.93** for the City Clerk's Office which would move funds from Senior Clerk to Printing to cover additional charges relative to the programming of the two AutoMark voting machines for the Ward Five election, **4,000.00** for Public Facilities which would move funds from custodial to Gross Overtime to provide for overtime required to cover for employee out on Worker's Compensation, and **\$20,252.00** for Police which would move between various salary accounts for contract increases, retirements and training., refer to **FINANCE COMMITTEE**; adopted.

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CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: CLERK					FISCAL YEAR: 2008		
FROM ACCOUNT:					TO ACCOUNT:		
Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:
<u>112.93</u>	<u>11620002</u>	<u>50770</u>	<u>SENIOR CLERK</u>	<u>\$112.93</u>	<u>11620004</u>	<u>53930</u>	<u>PRINTING</u>
Reason:	<u>EXCESS FUNDS DUE TO A RETIREMENT AND A NEW HIRE STARTING AT A LOWER STEP</u>				<u>ADDITIONAL FUNDS NEEDED FOR WARD FIVE PRELIMINARY ELECTION</u>		

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: PUBLIC FACILITIES					FISCAL YEAR: 2008		
FROM ACCOUNT:					TO ACCOUNT:		
Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:
<u>\$4,000.00</u>	<u>11920003</u>	<u>50560</u>	<u>Custodial</u>	<u>\$4,000.00</u>	<u>11920003</u>	<u>51300</u>	<u>Gross Overtime</u>
Reason:	<u>Employee has been out on workers comp since July</u>				<u>Additional funds required to cover overtime</u>		

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DATE: May 5, 2008 FY: 2008

FROM ACCOUNT:					TO ACCOUNT:		
Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:
<u>\$7,352.00</u>	<u>12100001</u>	<u>50510</u>	<u>Police Lieutenants</u>	<u>\$7,352.00</u>	<u>12100001</u>	<u>50420</u>	<u>Police Officers</u>
Reason:	<u>Surplus in account</u>				<u>New contract, increases not budgeted for, and retirement</u>		
<u>\$4,927.00</u>	<u>12100003</u>	<u>51395</u>	<u>In-Service Training</u>	<u>\$4,927</u>	<u>12100001</u>	<u>50420</u>	<u>Police Officers</u>
Reason:	<u>Funds needed elsewhere</u>				<u>Same as above</u>		
<u>\$5,100.00</u>	<u>12100003</u>	<u>51450</u>	<u>Night Shift Differential</u>	<u>\$5,100</u>	<u>12100001</u>	<u>50420</u>	<u>Police Officers</u>
Reason:	<u>Unable to fill positions timely</u>				<u>Same as above</u>		
<u>\$200.00</u>	<u>12100001</u>	<u>50435</u>	<u>Police Specialists</u>	<u>\$200.00</u>	<u>12100001</u>	<u>50420</u>	<u>Police Officers</u>
Reason:	<u>Unable to fill specialist position</u>				<u>Same as above</u>		
<u>\$600.00</u>	<u>12100001</u>	<u>50435</u>	<u>Police Specialists</u>	<u>\$600</u>	<u>12100001</u>	<u>50420</u>	<u>Police Officers</u>
Reason:	<u>Unable to fill specialist position</u>				<u>Same as above</u>		
<u>\$2,073.00</u>	<u>12100003</u>	<u>51395</u>	<u>In-Service Training</u>	<u>\$2,073</u>	<u>12100003</u>	<u>51360</u>	<u>Overtime - Training</u>
Reason:	<u>Funds needed elsewhere</u>				<u>High FTO costs</u>		

ORDERED: That Council Order No. 07-1001543 **noted below**, which provides for an abbreviated budget authorization format as recommended by the Massachusetts Department of Revenue Financial Review and adopted for FY08 which is due to expire on June 30, 2008 per its "Sunset Clause" provision, be extended for one-year to provide for the continuation of Order No. 07-1001543 through FY09, **APPROVED**; adopted.

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

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

ORDERED: That the appointments of Soren Levenson and Heather Manning as permanent police officers which would be effective late September 2008 subject to confirmation, contingent upon success completion of training and evaluations, **FILE**; adopted.

ORDERED: That City Assessor, Tony Trodella has recently completed the necessary course of study to be named a Massachusetts assessor by the Association of Massachusetts Assessors and is entitled to receive additional compensation equal to 10% of his regular compensation via adoption of MGL chapter 59, Section 21A ½, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That **\$33,700,000** (thirty three million seven hundred thousand) dollars is appropriated for the purpose of financing the construction and upgrade to the Westerly Wastewater Treatment Plant including without limitation all cost thereof as defined in Section I of Chapter 29C of the General Laws, as most recently amended by ST. 1998, c.78; limit to meet this appropriation the Treasurer with the approval of the Mayor and the Auditor is authorized to borrow **\$33,700,000** dollars, and issue bonds or notes therefore under Chapter 44 Section 8 (15) and/or Chapter 29 of the General Laws, as most recently amended by ST. 1998, c.78; that such bonds or note shall be general obligations of the City unless the Treasurer with the approval of the Mayor and the Auditor determines that they should be issued as limited obligations and may be secured by local system revenues as defined in Section I of Chapter 29C, as most recently amended by ST. 1998, e.78; that the Treasurer with the approval of the Mayor and the Auditor is authorized to borrow all or a portion of such amount from the Massachusetts Water Pollution Abatement Trust established pursuant to Chapter 29C, as most recently amended by St. 1998, e.78; and in connection therewith to enter into a loan agreement and/or a security agreement with the Trust and otherwise to contract with the Trust and Department of Environmental Protection with respect to such loan and for any federal or state aid available for the project or for the financing thereof; that the Mayor is authorized to enter into a project regulatory agreement with the Department of Environmental Protection, to expend all funds available for the project and to take any action necessary to carry out the project, refer to **FINANCE COMMITTEE** and **ADVERTISE**; adopted.

ORDERED: That the Agreement to Extend Time Limitations on the application for Special Permit from Ming Wang for conversion of former State Armory building into 12 residential condominium units in a Business B/Residence C zoned lot at 358-364 Lincoln St., until 5:00 PM on July 21, 2008, **APPROVED**; adopted.

ORDERED: That the Agreement to Extend Time Limitations on the application for Special Permit from Bell Atlantic Mobil of Massachusetts Corp., Ltd. for co-location of antennas and equipment on an existing wireless communications facility at 75 Donald Lynch Blvd. until 5:00 Pm on June 30, 2008, **APPROVED**; adopted.

ORDERED: That the application for a Fuel Storage License, Ayoub Engineering on behalf of ExxonMobile corp., 260 West Main St., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the application of Marlboro Cozy Café for renewal of their Pool Table (2) licenses, refer to the **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Minutes, MetroWest Regional Transit Authority Board, March 17, 2008, **FILE**; adopted.

ORDERED: That the Minutes, Planning Board, April 7, 2008, **FILE**; adopted.

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

- A. Theresa Grieco, 17 Royal Crest Dr., Apt 4, vehicle damage
- B. Mark Leavitt, 74 Woodland Dr., vehicle damage
- C. Paul Ramsay, 48 Foley Rd., property damage

Suspension of the Rules requested – granted

ORDERED: *Marlborough City Council, Resolution*

Opposition to the elimination of the sales tax exemption on aircraft and airplane parts

Be it Resolved:

Whereas: Outside Section 17 of Governor Patrick's proposed FY09 Budget would eliminate an aircraft and aircraft parts sales tax exemption created in 2001; and,

Whereas: There are 38 public and private use airports in the Commonwealth that have benefitted from the exemption, resulting in the creation of high paying, skilled jobs to the Commonwealth which could be lost with the proposed aviation tax re-instatement; and,

Whereas: The Massachusetts Aeronautics Commission files annual reports with the Joint Committees on Ways and Means documenting the resulting positive impact of the exemption on revenue to the Commonwealth including revenue from income and property taxes paid by employees working at aviation-related businesses, property taxes paid by the businesses and fuel taxes paid by the pilots; and,

Whereas: The repeal of this exemption will have a devastating impact on small airports, more specifically the Marlboro Airport, a privately owned local airport that has operated in the City of Marlborough since 1922; and,

Whereas: Although it is estimated that the repeal of the tax exemption will create additional revenue at the outset, it is expected that pilots and airplane owners will move out of Massachusetts to neighboring states that continue to offer the sales tax exemption including Connecticut, New Hampshire, Rhode Island, Vermont, Maine, New York and Delaware; and,

Therefore, the Marlborough City Council goes on record in opposition to the proposed aviation tax re-instatement and respectfully forwards this Resolution in Opposition to the Honorable Governor Deval Patrick; State Senator Pamela Resor and requests that a copy be forwarded to the Senate House Conference Committee and the Aviation Caucus, **APPROVE**; adopted.

Councilor Clancy reported the following out of the Personnel Committee:

Order No. 08-1001853 - Reappointments of David Williams and John Skarin to the Conservation Commission whose terms expire on March 5, 2011. - The reappointments of David Williams and John Skarin would be for a period of three years. **Recommendation of the Personnel Committee is to approve 3-0.**

Order No. 08-1001852 – Reappointments of Robert Lazaros and Karl Vigeant to the Recreation Commission whose terms expire on March 5, 2011. – The reappointments of Robert Lazaros and Karl Vigeant would be for a period of five years. **Recommendation of the Personnel Committee is to approve the reappointment of Robert Lazaros 3-0 and to refer the reappointment of Karl Vigeant back to the Mayor as he will not be seeking reappointment.**

Order No. 08-1001854 – Reappointment of Varoojan Ayakanian as Voter Registrar whose term expires on April 1, 2011. – The reappointment would be for a period of three years. **Recommendation of the Personnel Committee is to approve 3-0.**

Order No. 08-1001856 – Appointment of Richard Towle as an alternate on the Commission on Disabilities for a period of three years. – The appointment would commence upon confirmation. **Recommendation of the Personnel Committee is to approve 3-0.**

Councilor Ossing reported the following out of the Finance Committee:

Order No. 08-1001794 - Mayor's 2008 Capital Bond Request - The Finance Committee continued the reviewed the Mayor's letter dated February 5, 2008 that contained 11 capital bonds totaling \$12,076,464 (\$13,286,000 total request). The Chairman read a letter from Councilor Schafer indicating he would not support any new drainage or street reconstruction projects until there is a full accounting of the status of all prior year projects. The Finance Committee's recommendations for each bond are as follows after the summary below:

- Approved bonds totaling \$8,506,958
- Denied \$1,050,000 bond request
- Approved the use of \$1,577,128 in existing unused bonds to offset the FY08 bond request
- Referred a \$75,000 bond back to the Mayor
- Approved Order 08-100-1846 that transferred \$452,000 from stabilization for computer hardware and vehicle GPS
- Request the Mayor to submit a transfer from stabilization in the amount of \$940,378

Recommendation of the Finance Committee is to approve advertising of Bonds 1, 2, 3, 5 and 6.

1. The sum of \$2,635,500.00 (two million six hundred thirty five thousand five hundred) dollars be appropriated for departmental equipment. **Recommendation of the Finance Committee is to approve \$2,302,848.00 (two million three hundred and two thousand eight hundred and forty eight) dollars 5-0.**

2. The sum of \$4,355,000.00 (four million three hundred fifty-five thousand) dollars be appropriated for street construction. **Recommendation of the Finance Committee is to approve \$3,923,613.00 (three million nine hundred twenty three thousand six hundred thirteen) dollars 5-0.**
3. The sum of \$327,000.00 (three hundred twenty seven thousand) dollars be appropriated for sidewalk construction. **Recommendation of the Finance Committee is to approve \$327,000.00 (three hundred twenty seven thousand) dollars 5-0.**
4. The sum of \$728,000.00 (seven hundred twenty eight thousand) dollars be appropriated for sewer construction. **Recommendation of the Finance Committee is to deny the bond 5-0.**
5. The sum of \$810,464.00 (eight hundred ten thousand four hundred sixty four) dollars be appropriated for fire department equipment. **Recommendation of the Finance Committee is to approve \$810,464.00 (eight hundred ten thousand four hundred sixty four) dollars 5-0.**
6. The sum of \$1,356,000.00 (one million three hundred fifty six thousand) dollars be appropriated for building renovations. **Recommendation of the Finance Committee is to approve \$1,143,033.00 (one million one hundred forty three thousand thirty three) dollars 5-0.**
7. The sum of \$200,000.00 (two hundred thousand) dollars be appropriated for energy improvements to buildings. **Recommendation of the Finance Committee is to deny the bond 5-0.**
8. The sum of \$95,000.00 (ninety five thousand) dollars be appropriated for developing cemetery roads and paths. **Recommendation of the Finance Committee is to deny the bond 5-0.**
9. The sum of \$75,000.00 (seventy five thousand) dollars be appropriated for engineering and architectural design. **Recommendation of the Finance Committee is to refer the bond back to the Mayor 5-0 as there was not enough information on the scope of the project.**
10. The sum of \$1,092,500.00 (one million ninety two thousand five hundred) dollars be appropriated for park reconstruction. **Recommendation of the Finance Committee is to deny the bond 5-0.**
11. The sum of \$402,000.00 (four hundred two thousand) dollars be appropriated for computer hardware. **Recommendation of the Finance Committee is to deny the bond 5-0.**

Order No. 08-1001846 - Transfer \$452,000 from Stabilization Account to Computer Hardware (\$402,000) and DPW Projects (\$50,000 for Vehicle GPS) - The Finance Committee reviewed the Mayor's letter dated April 2, 2008 requesting a transfer of \$452,000 from the Stabilization Account to fund the purchase of Computer Hardware (\$402,000) and Vehicle GPS (\$50,000) identified in the Mayor's bond request dated February 5, 2008. The Finance Committee approved the transfer of \$402,000 to purchase the computer hardware on April 14, 2008 (subsequently approved by the City Council on April 28, 2008). **Recommendation of the Finance Committee is to approve the transfer of \$50,000 from the Stabilization Account to fund the purchase of the Vehicle GPS system 5-0.**

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Suspension of Rules requested – granted

ORDERED: That the appointment of George Mitrakas to the License Commission whose term expires on May 31, 2012, **APPROVED** adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 8:53 pm.



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CITY OF MARLBOROUGH
OFFICE OF CITY CLERK
Lisa M. Thomas
140 Main St.
Marlborough, MA 01752
(508) 460-3775 FAX (508) 460-3723
JUNE 2, 2008

JOINT CONVENTION
MARLBOROUGH CITY COUNCIL AND SCHOOL COMMITTEE

Joint Convention of the City Council and School Committee was held Monday, June 2, 2008 at 8:05 PM in City Hall, Council Chambers, 140 Main St., Marlborough, MA

Mayor Nancy E. Stevens presided over the meeting.

Councilors present: Ossing, Pope, Vigeant, Levy, Delano, Ferro, Schafer, Juairé, Seymour, Clancy and Landers.

School Committee members present: Bodin-Hettinger, Dwyer, Hediger, Hennessy and Robey.

ORDERED: That the Mayor opened the meeting and called for the nomination of a Clerk to act as Clerk of the Convention.

Councilor Ferro placed the name of Lisa M. Thomas in nomination. There being no other name placed in nomination; nomination was closed.

Motion – **MOVED** - Hand called; unanimously voted, Lisa M. Thomas nominated as clerk for the Joint Convention.

Clerk called roll call for attendance in alphabetical ascending order by last name. In attendance and stated present were Bodin-Hettinger, Clancy, Delano, Dwyer, Ferro, Hediger, Hennessey, Juairé, Landers, Levy, Ossing, Pope, Robey, Schafer, Seymour, Stevens and Vigeant.

ORDERED: That Councilor Schafer read a disclosure statement pertinent to serving on the Finance Committee of the Citizens Scholarship Foundation with Brian Murphy who has expressed his interest in filling the position on the School Committee. Councilor Schafer stated that this relationship will not have an undue influence on him in selecting a replacement to fill the current vacancy on the School Committee, **FILE**; adopted.

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ORDERED: That the Mayor entertained a motion to accept the Rules presented to the City Council and School Committee, be amended as follows:

MOTION made by Councilor Delano to alternate alphabetically in ascending and descending order roll call process AND

MOTION made by School Committee member Robey to change requirement of Election Vote from 9 (nine) to simple majority. Councilor Levy seconded the motion, **APPROVED**; adopted.

Yea 17 Nay 0

Yea: Vigeant, Stevens, Seymour, Schafer, Robey, Pope, Ossing, Levy, Landers, Juaire, Hennessey, Hediger, Ferro, Dwyer, Delano, Clancy, & Bodin-Hettinger.

Nay: None

ORDERED: That the City Clerk read the Notice of Meeting in Joint Convention in accordance with provisions of the City Charter, Division 1, Section 36, **FILE**; adopted.

ORDERED: That the City Clerk read the letter from the Secretary of the Marlborough School Committee, informing the Mayor that a vacancy exists on the School Committee, **FILE**; adopted.

ORDERED: That the Mayor opened nominations for the Election of a School Committee:

Councilor Ferro nominated Monica Burnett.

Councilor Clancy nominated Brian E. Murphy.

Councilor Seymour nominated Jennifer Hardy. School Committee member Dwyer seconded the nomination for Jennifer Hardy and read a statement in her support of the nominee.

And that there being no further nominations, nominations are declared closed. City Clerk read the nomination names in alphabetical order.

ORDERED: Mayor requested *first ballot* be called, Brian E. Murphy received 7 votes, Jennifer L. Hardy received 6 votes and Monica M. Burnett received 4 votes. Not having simple majority, Mayor requested *second ballot* be called, Brian E. Murphy received 8 votes; Jennifer L. Hardy received 7 votes and Monica M. Burnett received 2 votes. Did not have simple majority. Councilor Ferro made the motion to withdraw the name of Monica M. Burnett. Motion made and seconded to withdraw the name of Monica M. Burnett. Names remaining in nomination are Brian E. Murphy and Jennifer L. Hardy. Mayor requested *third ballot* be called, Brian E. Murphy received 11 votes; Jennifer L. Hardy received 6 votes. Brian E. Murphy is herewith declared to have majority votes in Joint Convention as newly elected Member of the School Committee. The Mayor made a MOTION for Unanimous Consent Vote seconded by Councilor Ferro. Mayor requested *fourth ballot* be called for Unanimous Consent Vote; Brian E. Murphy received 17 votes. In compliance with provisions of the City Charter, Division 1, Section 36 – Charter and Related Laws – The General Code of Marlborough, and in accordance with MGL, Chapter 43, Section 36, **BRIAN E. MURPHY HAVING RECEIVED 17 VOTES IS HEREBY DECLARED TO HAVE BEEN UNANIMOUSLY ELECTED AS A MEMBER OF THE SCHOOL COMMITTEE, APPROVED**; adopted.

ORDERED: That the meeting in Joint Convention is herewith adjourned at 8:22 PM.



IN CITY COUNCIL

Marlborough, Mass., May 12, 2008

ORDERED:

Now being the time set for the PUBLIC HEARING On the application for Special Permit from MetroPCS Massachusetts, LLC for proposed installation of a Telecommunication Facility onto the existing Telecommunications Tower located at 75 Donald Lynch Blvd, be and is herewith **CONTINUED UNTIL JUNE 9, 2008.**

(IN WIRELESS COMMUNICATION COMMITTEE)

ADOPTED

ORDER NO. 08-1001858



IN CITY COUNCIL

Marlborough, Mass., _____ APRIL 28, 2008

ORDERED:

Suspension of the Rules requested – granted

That there being no objection thereto set **JUNE 9, 2008** as date for a **PUBLIC HEARING** for **resubmitting** the application of the Special Permit by Arthur Bergeron, on behalf of Boston Post 355, LLC for permission to construct and operate a car wash at 355 Boston Post Rd. West., be and is herewith refer to **URBAN AFFAIRS COMMITTEE AND ADVERTISE.**

(Councilor Juaire submitted a disclosure statement)

ADOPTED

ORDER NO. 08-1001806-1

08-1001876



IN CITY COUNCIL

Marlborough, Mass., APRIL 28, 2008

ORDERED:

That there being no objection thereto set **MONDAY, JUNE 9, 2008** as the date for a **PUBLIC HEARING** on the application for "**SECOND**" Special Permit Boston Post Rd LLC for permission to construct and operate a car wash at 355 Boston Post Rd. West as it is also located in the Water Supply Protection District, be and is herewith refer to **URBAN AFFARIS COMMITTEE AND ADVERTISE.**

(Councilor Juaire submitted a disclosure statement)

ADOPTED

ORDER NO. 08-1001876

X08-1001806-1



IN CITY COUNCIL

Marlborough, Mass., _____ APRIL 28, 2008

ORDERED:

Suspension of the Rules requested – granted

That there being no objection thereto set **MONDAY, JUNE 9, 2008** as the date for a **PUBLIC HEARING** pursuant to § 5 of Chapter 40A of the General Laws, the City Council of the City of Marlborough, having received a submission from the Planning Board of the City of Marlborough to amend the zoning ordinance of the city of Marlborough, as amended, by further amending Chapter 200, Article VI, Section 200-30, entitled "Limited Development Subdivisions," now ordains that the Zoning Ordinance of the City of Marlborough, as amended, be further amended by adding thereto, as follows:

1. The introductory preamble to § 200-30 is hereby deleted in its entirety and replaced with the following:

A parcel located in a residence district with frontage on a public way may be subdivided, subject to a special permit from the Planning Board, into Limited Development Subdivision lots for the use only as single-family dwellings under the alternative lot area, frontage and dimensional criteria set forth below; provided, however, that the special permit applicant must clearly demonstrate to the Board that the parcel which is the subject of the special permit application could be subdivided by right under conventional subdivision requirements, as set forth in the applicable ordinances of the City of Marlborough, the Subdivision Control Law and the Board's Rules and Regulations, into at least two and one-half times as many building lots as the number of building lots proposed in the special permit application.

2. The caption of Section 200-30A is hereby amended by deleting the word, "Dimensional."
3. Section 200-30A(8) is hereby deleted in its entirety and replaced with the following:

(8) The applicant for a special permit hereunder shall file with the Planning Board a preliminary plan that must clearly demonstrate to the Board that the parcel which is the subject of the special permit application is capable, as of right, of conventional subdivision, pursuant to the applicable ordinances of the City of Marlborough, the Subdivision Control Law and the Board's Rules and Regulations, into at least two and one-half building lots for each building lot proposed under the Limited Development Subdivision criteria, be and is herewith refer to **PLANNING BOARD, URBAN AFFAIRS COMMITTEE AND ADVERTISE.**

ADOPTED

ORDER NO. 08-1001835-A



IN CITY COUNCIL

Marlborough, Mass., APRIL 28, 2008

ORDERED:

Suspension of the Rules requested – granted

That there being no objection thereto set **MONDAY, JUNE 9, 2008** as the date for a **PUBLIC HEARING** on the application of 890 Boston Rd. LLC for adopting a proposed New Car Dealership Overlay District for Maps 62 parcels 1 and 24, be and is herewith refer to **PLANNING BOARD, URBAN AFFAIRS COMMITTEE AND ADVERTISE.**

ADOPTED

ORDER NO. 08-1001833 *A*

8

LEGAL NOTICE
CITY OF MARLBOROUGH
OFFICE OF THE CITY COUNCIL

Notice is hereby given that the Marlborough City Council will hold a PUBLIC HEARING on Monday, June 9, 2008 at 8:00 PM in the City Council Chambers, 2nd floor, City Hall, 140 Main Street, Marlborough, MA on the FY2009 Municipal Operating Budget submitted by Mayor Nancy Stevens.

All interested persons shall be given an opportunity to be heard for or against the expenditures or any item thereof.



City of Marlborough
Office of the Mayor

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

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Nancy E. Stevens
MAYOR

Karen A. Kistly
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

May 28, 2008

Councilor Michael Ossing
Finance Committee Chair
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, MA 01752

Dear Councilor:

Per your request, attached please find all capital project summaries and timelines.

Please feel free to contact me with any questions.

Sincerely,


Nancy E. Stevens
Mayor



MARK E. LEONARD
Chief of Police

9/2
**City of Marlborough
POLICE DEPARTMENT**

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

Police Department Capital Equipment/Projects Expenditure Timeline FY2008-FY2009

Project/Equipment	Cost	Expected Purchase/Completion Date
Two Unmarked Police Vehicles	\$54,000	Purchase July/August 2008
Investigative Equipment	\$30,000	Purchase September/October 2008
Mobile Data Terminals	\$40,000	Ongoing, July 2008 thru January 2009
4 Wheel Drive Vehicle	\$35,000	Purchase July/August 2008
Total	\$159,000	



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City of Marlborough FIRE DEPARTMENT

CAPITAL REQUEST

OVERVIEW

The fire department is seeking to replace a 1982 aerial truck and a 1987 rescue-pumper with comparable new equipment.

Each of these apparatus provides uniquely different functions during fireground operations and each is integral to the way firefighting and rescue operations are performed.

Aerial trucks are equipped with rescue tools, salvage equipment, and ground ladders. Mainly the aerial is used for its ability to provide reach and height for high angle rescue operations and safe movement of firefighters to perform ventilation of upper floors and roofs of burning structures. When pre-piped for flowing large volumes of water, it can provide precise direction of master streams to extinguish fire from angles that could not be otherwise reached.

Aerial apparatus are used at almost every structure fire above one story in height providing firefighters with safety of movement for conducting operations above ground level and in some instances have been utilized at ground level for rescue operations and structure fires of single story ranch style homes.

The rescue/pumper is the workhorse of the fire service responding to all types of emergencies. It provides 750 gallons of on-board tank water for initial fire attack and enough hose to pump water from hydrants at sufficient pressure and volume needed to extinguish a fire. Along with its firefighting capability, pumpers are equipped with a wide variety of equipment to handle incidents such as medical calls, vehicle and confined space extrication, cold water/ice rescue operations and much more.

PROCUREMENT TIMEFRAME

Upon approval to purchase this equipment, the Department would immediately formulate necessary equipment specifications for the bid process. It is anticipated that this will take about three months to accomplish. The manufacturing process would take approximately seven months for delivery of a rescue pumper and nine months for an aerial truck. Payment would be due upon delivery of equipment.

EQUIPMENT DESCRIPTION	EQUIPMENT REPLACEMENT	SPECIFICATION AND BID PROCESS	BUILD TIME TO DELIVERY
1987 Rescue Pumper (1,000gpm)	Rescue Pumper (1,500gpm)	3 months	7 Months
1982 Aerial Truck (100' reach)	Aerial Truck (100' reach)	3 months	9 months

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City of Marlborough



Stephen F. Reid,
Commissioner
Inspectional Services
140 Main Street
Marlborough, MA 01752
Phone: (508) 460-3725
Fax: (508) 460-3736
sreid@marlborough-ma.gov

May 27, 2008

To: Mayor Nancy Stevens

From: Stephen F. Reid, Inspectional Services

With regard to the Capital Budget appropriation, be advised that Inspections (dept 2410) has a "single" capital request for a new four wheel drive pickup truck to replace a 1992 obsolete rolling unit #111. We determined the expected cost of the unit based on the MHQ fixed bid, however in view of the current economy, there may be alternate suppliers of a new Ford Ranger 4wd at a comparable or better cost than \$18,500. I will solicit prices in accordance with our procurement procedures...

Upon authorization, the procurement and delivery of the vehicle can be accomplished with 30 days.



Information Technology Department

CITY OF MARLBOROUGH &
MARLBOROUGH PUBLIC SCHOOLS



MARK GIBBS – IT DIRECTOR
140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752
TEL. (508) 460-3763 ■ FACSIMILE (508) 481-6058
mgibbs@marlborough-ma.gov

Capital Requests Timeline

Listed below is the timeline of capital request purchases that the Information Technology department intends to make.

The Police and Fire computer hardware have been purchased as of May 2008. Technicians are currently deploying these new machines to these departments. The SmartBoards for Police and DPW will also be purchased as of May 2008. Installation is included in the purchase and would be installed by June 2008.

The City-Wide Network purchases of network blades, the e-mail archiving system, and security servers will be purchased by January 2009. The e-mail archiving system would need to go to bid. I estimate the bid process to begin in mid-November 2008, with a final decision made by mid-December 2008.

Memory upgrades for the school system computers will be purchased by the end of May 2008. This will then be installed by technicians into the computers throughout June 2008.

Laptops for the District Education Center administration will be purchased in October 2008 and deployed by technicians in November 2008.

The High School SmartBoard, computer and technology lab hardware will be purchased in December 2008. These will be deployed by technicians in January 2009. The SmartBoard installation is included in the purchase and would also occur in January 2009.

The Middle School SmartBoard, replacement laptops, and technology lab purchases will be made in October 2008. These will be deployed by technicians in November 2008. The SmartBoard installation is included in the purchase and would also occur in November 2008.

Intermediate Elementary's SmartBoard and classroom computers will be purchased in July 2008. These will be deployed by technicians in August 2008. The SmartBoard installation is included in the purchase and would also occur in August 2008.

Kane's SmartBoard, teacher computers and computer lab will be purchased in June 2008. These will be deployed by technicians in July 2008. The SmartBoard installation is included in the purchase and would also occur in July 2008.

Richer's SmartBoard, teacher computers and computer lab will be purchased by the end of May 2008. These will be deployed by technicians in June 2008. The SmartBoard installation is included in the purchase and would also occur in June 2008.

Jaworek's SmartBoard will be purchased by the end of August 2008. The SmartBoard installation is included in the purchase and would occur in September 2008.

FY 2008 - Technology Capital Plan

19300006-58618 Capital \$\$\$ City	Products	# Computers	Cost	Total	Spent	Available
	Police and Fire SmartBoards	50	1,000	50,000	0.00	50,000.00
	Police and DPW		5,000	10,000	0.00	10,000.00
	Blades/servers Storage Array/Server E-mail Archiving Servers for Security		60,000 52,000 38,000	60,000 52,000 38,000	0.00 0 0	60,000.00 52,000.00 38,000.00
	Schools		2,000	2,000	0	2,000.00
	DEC					
	Laptops Admin	5	2,000	10,000	0	10,000.00
	High School Grades 8-12					
	Computers for labs SmartBoard Technology Lab	10 10	1,000 5,000 1,000	10,000 5,000 10,000	0 0 0	10,000.00 5,000.00 10,000.00
	Grades 6-7					
	SmartBoard Replacement laptops Technology Lab	20 10	5,000 2,000 1,000	5,000 40,000 10,000	0 0 0	5,000.00 40,000.00 10,000.00
	Grades 4-5					
	SmartBoard		5,000	5,000	0	5,000.00

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	Classroom Computers	10	1,000	10,000	0	10,000.00
Kane						
Grades K-3						
SmartBoard			5,000	5,000	0	5,000.00
Teacher Computers	35	1,000	35,000		0	35,000.00
Computer Lab	25	Upgraded	Machines			
Richer						
Grades K-3						
SmartBoard			5,000	5,000	0	5,000.00
Teacher Computers	35	1,000	35,000		0	35,000.00
Computer Lab	25	Upgraded	Machines			
Jaworek						
Grades K-3						
SmartBoard			5,000	5,000	0	5,000.00
ECC						
TOTAL						

185	402,000	\$0.00	\$342,000.00
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Includes upgraded machines

Includes upgradt Includes upgraded machir

FISCAL YEAR 2005 CAPITAL AND OTHER PROJECTS - DPW

CONSTRUCTION PROJECTS	Funds Appropriated	Status	Estimated Schedule
Robin Hill Street Water Main Replacement & Installation	\$ 400,000	Open - Under Construction	Completion June 2008
Woodland / Vega Sewer Construction (FY05)	\$ 2,000,000	Open - Under Construction	Completion September 2008
Liberty Street Retaining Wall / Sidewalk	\$ 50,000	Open - Design	Bid Fall 2008
Drain Construction - FY05 (Glenbrook Neighborhood Inlet Structure)	\$ 40,000	Open - Design	Bid Summer 2009 ⁽¹⁾
Ward Park - FY05 (New Street)	\$ 76,000	Closed - Completed	Completion July 2008

⁽¹⁾ The proposed headwall, outlet control structure, and brook modification project has an estimated construction cost of \$155,000 (9/2007 estimate). Permits for this project may involve State and Federal agencies in addition to our local ConCom. Summer construction is most appropriate for this type of work.

DESIGNS BY CONSULTANTS / OTHERS

Dam Inspection at Millham Reservoir Dam	\$ 3,200	Open - Inspection underway	Completion July 2008
Bridge Reconstructions - Boundary Street & Robin Hill Street over Assabet River	N / A	Open - Design	100% Submission being reviewed by MHD 5/2008
Route 85 (Maple Street) Roadway Reconstruction	N / A	Open - Design	25% Submission to MHD Summer 2008
Farm Road Roadway Reconstruction	N / A	Open - Design	25% Submission to MHD 2/2008
East Main Street Roadway Reconstruction	N / A	Open - Design	25% Submission to MHD 12/2007
Boundary Street Roadway Realignment	N / A	Open	N / A

LEGEND

- Construction Completed
- Construction Underway
- Construction Not Yet Started

FISCAL YEAR 2007 CAPITAL PROJECTS - DPW

ROADWAY RECONSTRUCTION PROJECTS

	Funds Appropriated	Status	Estimated Schedule
Ames Street (entire length)	\$ 600,000	Open - Design	Bid Summer 2008
Bartlett Street (entire length)	\$ 400,000	Open - Design	Bid Fall 2008
Broadmeadow Street (Farm to Parmenter)	\$ 435,000	Closed - Completed	Completed - Summer 2007
Dow Place (entire length)	\$ 39,000	Closed - Completed	Completed - Summer 2007
Elim Street (Locke to Dudley)	\$ 500,000	Open - Under Construction	Completion July 2008
Forest Street (Rt. 495 to Bartlett)	\$ 800,000	Open - Design	Bid Fall 2008
Leonard Drive (entire length)	\$ 80,000	Closed - Completed	Completed - Summer 2007
Locke Drive (entire length)	\$ 600,000	Open - Under Construction	Completion July 2008
Paquin Drive (entire length)	\$ 240,000	Closed - Completed	Completed - Summer 2007
Stevens Street (Oakcrest to Lodi)	\$ 480,000	Open - Design	Bid Summer 2008
Union Street (Bolton to Hudson St.)	\$ 340,000	Open - Design	Bid Summer 2008
Weed Street (entire length)	\$ 130,000	Closed - Completed	Completed - Summer 2007

Chapter 90 Funds - Will be used to augment capital bonds \$ 1,509,600

CRACK SEALING

Crack Sealing - Various Streets	\$ 70,000	Closed - Completed	Completed - Spring 2007
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PUBLIC FACILITIES

Paving High School / Fire Station 2 / Fire Station 3	\$ 700,000	Closed - Completed	Completed - Summer 2007
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RECREATION

Hidreth School Parking Lot and Roadway Resurfacing	\$ 100,000	Closed - Completed	Completed - Summer 2007
Sidewalk Repair	\$ 50,000	Open - Under Construction	Completion - Summer 2008

Sidewalk Construction / Replacement			
Edinboro Street Sidewalk	\$ 20,000	Open - Design / Additional Funds Needed	Bid Summer 2008 ⁽¹⁾
Hemenway Street (Wilson to St. Mathais)	\$ 80,000	Open - Under Construction	Completion Summer 2007

⁽¹⁾ Assuming additional funding appropriated in FY 08 Capital Program.

NEW SEWER MAINS

Sudbury Street (Design)	\$ 200,000	Open - Received Design Proposal	See ⁽²⁾
Bellview Ave.	\$ 70,000	Open - Design complete - Taking Pending	See ⁽³⁾

⁽²⁾ There is an FY 08 Capital request for \$556,000 to fund the design and land takings for this project.
⁽³⁾ Schedule dependent on resolution of adjacent subdivision issues and land taking.

REPLACEMENT OF WATER MAINS

Bolton Street (Lincoln to Union)	\$ 220,000	Open -	Bid Summer 2009
Maple Street (Walker to S'boro line)	\$ 250,000	Open - Design by consultant	Bid Summer 2008
Meadow Street / Spring Lane (entire length)	\$ 37,000	Closed-Completed; Resurfacing pending FY08 Capital request	Completed Summer 2007

DESIGNS

Route 20 at Concord Road - Proposed Signalization	\$ 80,000	Open - Design by consultant underway	25% Design to MHD by 2008
Hudson Street Landfill - master plan / geotechnical	\$ 75,000	Open - Concept design and geotechnical work complete	TBD

LEGEND

- Construction Completed
- Construction Underway
- Construction Not Yet Started

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PROPOSED FISCAL YEAR 2008 CAPITAL PROJECTS - DPW

5/23/2008

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ROADWAY RECONSTRUCTION PROJECTS

	Funds Not Yet Appropriated	Status	Estimated Schedule
WARD 1			
Goodale (Cameron to Hutchison) (stabilize to binder)	\$ 535,000	Open	Fall 2008
Vega Road (east half)		Open	Fall 2008
Woodland Drive (entire length)		Open	Fall 2008
Juniper Road (entire length)		Open	Fall 2008
	\$ 965,000		
Vega Road (west half)		Open	Spring 2009
Butler Circle (entire length)		Open	Spring 2009
McNeil Circle (Vega Road to end of cul-de-sac)		Open	Spring 2009
WARD 2			
Exeter Street	\$ 120,000	Open	Spring 2010
Havard Street	\$ 200,000	Open	Fall 2009
Madison Street	\$ 95,000	Open	Spring 2010
WARD 3			
D'Angelo Drive	\$ 180,000	Open	Fall 2009
Washington Street (portion)	\$ 380,000	Open	Fall 2009
WARD 4			
Fay Court	\$ 74,000	Open	Fall 2010
Maurice Drive	\$ 230,000	Open	Fall 2010
Elm Heights Terrace	\$ 175,000	Open	Fall 2010
WARD 5			
Highland Street (entire length)	\$ 400,000	Open	Spring 2010
Bellview Avenue (entire length)	\$ 240,000	Open	Summer 2010
Windsor Street (entire length)	\$ 50,000	Open	Summer 2009
WARD 6			
Meadow Street	\$ 120,000	Open	Summer 2009
Spring Lane	\$ 80,000	Open	Summer 2009
Oakcrest Avenue	\$ 290,000	Open	Summer 2009
WARD 7			
Simpson Road (portion)	\$ 600,000	Open	Fall 2009

PROPOSED FISCAL YEAR 2008 CAPITAL PROJECTS - DPW

5/23/2008

9/13

STREET OVERLAYS	Funds Not Yet Appropriated	Status	Estimated Schedule
Rawlins Avenue (entire length)	\$ 25,000	Open	Spring 2009
River Street (entire length)	\$ 20,000	Open	Spring 2009
<u>RICHER SCHOOL</u>			
Guardrail	\$ 20,000	Open	Summer 2008
<u>CRACK SEALING</u>			
Crack Sealing - Various Locations	\$ 75,000	Open	Fall 2008
<u>PAVING PROJECTS</u>			
Library Parking Lot	\$ 35,000	Open	Summer 2009
<u>OTHER STREET CONSTRUCTION</u>			
Stow Road Subdrainage near Concord Road	\$ 30,000	Open	Summer 2009
Signalization (Design and Construction - Pleasant & Chestnut)	\$ 250,000	Open	Fall 2009
Sidewalk Repair	\$ 50,000	Open	Bid Summer 2009
<u>Sidewalk Construction / Replacement</u>			
Walker Street	\$ 80,000	Open	Summer 2010
Williams Street (Couthouse to Lizotte Drive)	\$ 85,000	Open	Summer 2010
Prospect / Union Streets	\$ 40,000	Open - Design	Bid Summer 2008
Edinboro Street (Maple St. to Church St. Supplemental)	\$ 72,000	Open - Design	Bid Summer 2008
<u>SEWER MAINS</u>			
Sudbury Street (Design & Takings)	\$ 556,000	Open	Bid Fall 2010
Evergreen Cemetery Sewer	\$ 30,000	Open	Bid Summer 2010

LEGEND

- Construction Completed
- Construction Underway
- Construction Not Yet Started



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

101
Nancy E. Stevens
MAYOR

Karen H. Kilty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

June 4, 2008

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

Honorable President Vigeant and Councilors:

Attached herewith please find a budget transfer request in the amount of \$54,000 which will move monies from Account No. 10000-35900 (Undesignated Funds) to Account No. 83600-32918 (Open Space Stabilization). This transfer relates to funds received for wireless antennae locations within the City for fiscal years 2007 (\$31,500) and 2008 (\$22,500) which prior to FY2007 has been deposited directly into the Open Space Stabilization account.

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

Sincerely,

Nancy E. Stevens
Mayor

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

FISCAL YEAR: 2008

DEPT:

Available Balance	FROM ACCOUNT:	Account Description:	Amount	TO ACCOUNT:	Account Description:	Available Balance
	Org Code	Object		Org Code	Object	
\$1,145,761.87	10000	-	35900	83600	-	\$885,252.77
			<u>\$54,000.00</u>			
		Undesignated Funds			Open Space Stabilization	

Reason: To transfer annual wireless antennae payments received by the City for fiscal years 2007 and 2008 to Open Space Stabilization



City of Marlborough
Office of the Mayor

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Marlborough, Massachusetts 01752
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111
Nancy E. Stevens
MAYOR

Karen H. Kist
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

June 5, 2008

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

Honorable President Vigeant and Councilors:

I am forwarding the attached transfer request in the amount of \$30,972 which is required to provide for sick leave buy back relative to a retirement in the Marlborough Fire Department. The funds will be moved from Account No. 11990006-51500 (Fringes) to Account No. 12200003-51920 (Sick Leave).

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

Sincerely,

Nancy E. Stevens
Mayor



City of Marlborough
Office of the Mayor

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

101
Nancy E. Stevens
MAYOR

Karen A. Kirby
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

May 30, 2008

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

Honorable President Vigeant and Councilors:

This letter serves to inform you that I have appointed Eric Jusseaume a permanent full-time firefighter. Mr. Jusseaume will be assuming an entry-level position made available through retirement of a senior firefighter.

Following successful completion of the Fire Academy's Recruit Program commencing early in July, it is anticipated that Mr. Jusseaume will graduate and be prepared for regularly duty by the end of September.

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

Sincerely,

Nancy E. Stevens
Mayor



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City of Marlborough

FIRE DEPARTMENT

215 Maple Street, Marlborough, Massachusetts 01752
Business (508) 485-2323 Facsimile (508) 460-3795

May 30, 2008

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

RE: Appointment of Entry Level Firefighter

Eric Jusseaume is a candidate for an entry-level firefighter position and has successfully completed all necessary interviews, including the CORI background check, psychological screening, physical examination, and PAT (physical agility test).

I am recommending this individual be appointed as a Permanent Full Time Firefighter to fill an entry-level position created as a result of a retirement earlier this year.

Mr. Jusseaume would be available to start orientation with the Department in mid June 2008 and enter the Fire Academy Recruit Program in early July 2008. The Fire Academy recruit program provides training in all aspects of firefighting skills over a twelve-week period with an anticipated graduation date of September 26, 2008. His continued employment would be contingent upon successful completion of the academy program and 12 month probationary period with the Department.

I respectfully urge your consideration for employment and subsequent notification to City Council.

Sincerely,

David Adams
Fire Chief

cc: E. Susan Ellis, Personnel Director



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

121
Nancy E. Stevens
MAYOR

Karen A. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

June 4, 2008

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

Honorable President Vigeant and Councilors:

The Marlborough Police Department has recently been awarded \$11,900 in a training grant from the Statewide Emergency Telecommunications Board. This reimbursement grant will be used for emergency telecommunications training as well as personnel overtime and mileage reimbursement associated with personnel attendance.

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

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

Sincerely,

Nancy E. Stevens
Mayor

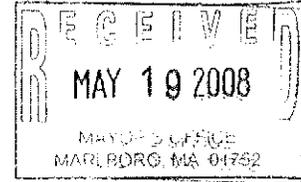
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City of Marlborough POLICE DEPARTMENT

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

MARK F. LEONARD
Chief of Police



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

May 16, 2008

Dear Mayor Stevens:

The Marlborough Police Department has been awarded a Statewide Emergency Telecommunications Board training grant from the Commonwealth of Massachusetts, Executive Office of Public Safety. The grant 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: 1-May-08

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: SETB January through June 2008 Training Grant

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$11,900.00

GRANT PERIOD: Open pending available courses

SCOPE OF GRANT/
ITEMS FUNDED Emergency Telecommunications Training
Overtime expenses incurred while public safety telecommunication personell
attend training courses. Mileage reimbursement per grant allowance.

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: May-08

**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): City of Marlborough – Police Department		Department MMARS Alpha Code and Name: EOPS/Statewide Emergency Telecommunications Board	
→ Legal Address (from W-9): 140 Main Street Marlborough, MA 01752		Business Mailing Address: 1380 Bay Street Bldg. C Taunton, MA 02780	
→ Payment Remittance Address (from W-9):		Billing Address (if different):	
→ Contract Manager: Chief Mark F. Leonard		Contract Manager: Monna Wallace	
→ E-Mail Address: mleonard@marlborough-ma.gov	→ Phone: (508) 624-6970	E-Mail Address: monna.wallace@state.ma.us	Phone: (508) 828-2911
→ Fax: (508) 624-6938	→ TTY:	Fax: (508) 828-2585	TTY: (508) 828-4572
→ State of Incorporation (if a corporation) or "N/A": N/A		MMARS Doc ID(s):	
→ Vendor Code: VC6000192111		RFR/Procurement or Other ID Number (if applicable):	
MMARS Object Code: P01		Account(s) Funding Contract: 80006616/80000052	

X NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ **11,900.00**
 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: 01/07/2008 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: 06/30/2008

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 SETB Training Grant Program, of training-related costs associated with the 9-1-1 system. (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:

→ Mark F. Leonard Date: 1/30/2008
 (Signature and Date Must Be Handwritten At Time of Signature)

→ **Print Name:** Mark F. Leonard
 → **Print Title:** Chief of Police

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

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

Print Name: _____
Print Title: _____

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



INSTRUCTIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

FOR NEW CONTRACTS (left side):

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

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

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

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

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

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

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

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

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

FOR CONTRACT AMENDMENT/RENEWAL (right side):

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

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

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

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

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

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

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

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

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

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

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

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

Effective Date, Anticipated Start Date And End Date

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

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

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

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

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

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

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

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

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

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

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

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

REQUIRED STANDARD CONTRACT FORM CONTENTS CHECKLIST

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

CONTENT CHECKLIST FOR NEW CONTRACTS

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

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

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

CONTENT CHECKLIST FOR AMENDMENTS

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

CONTENT CHECKLIST FOR ALL CONTRACTS AND AMENDMENTS

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

COMMONWEALTH OF MASSACHUSETTS - STANDARD CONTRACT FORM



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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

- **Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott, as defined in Section 999(b) (3) and (4) of the Internal Revenue Code of 1954, as amended, or engages in conduct declared to be unlawful by Section 2 of Chapter 151 E, Massachusetts General Laws. If there shall be a breach in the warranty, representation, and agreement contained in this paragraph, then without limiting such other rights as it may have the Commonwealth shall be entitled to rescind this contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.
 - **Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.
 - **Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment within the Executive Branch under the Governor must disclose in writing, upon such application, the names of all immediate family as well as persons related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed. (This section applies to Contract Employees.)
- **Consultant Contractor Certifications.** (For Consultant Contracts "HH" and "N01-N14" and "U05" object codes). Contractors may make required disclosures as part of the RFR Response, by attachment or may use the Consultant Contractor Mandatory Submission Form:
- → **Disclosure of Additional Income.** Pursuant to the provisions of M.G.L. c. 29, s. 29A, the Contractor shall affirmatively disclose any contracts, grants or other income due from entities other than Commonwealth state Departments (including any political subdivision or public authority) during the period of a Contract. For state departments, the Department can identify all obligations and payments made through MMARS through a query or through Vendor Web using the Contractor's listed Vendor Code.
 - → **Disclosure of Persons with Financial Interest (other than the Contractor).** Pursuant to the provisions of M.G.L. c. 29, s. 29A and c. 7A, s. 6, the Contractor shall affirmatively disclose all individuals (other than the Contractor) who have a financial interest of more than one percent (1%) interest in the capital stock of the Contractor. If no disclosure is made, Contractor is certifying that this section is not applicable.
 - → **Key Personnel.** The Contractor shall identify all key personnel assigned to the performance of this Contract, in addition to the Contract Manager. Key personnel may not be changed without prior written approval of the Department.
- **Anti-Lobbying Requirements.** The Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements when receiving federal funds; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act.



City of Marlborough
Office of the Mayor

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Nancy E. Stevens
MAYOR

Karen H. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

June 5, 2008

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

Honorable President Vigeant and Councilors:

The original purpose of the City's municipal aggregation program was to provide both residents and small business owners with the same opportunity available to municipalities to save money through the bulk purchase of power from competitive suppliers. It was made clear at the outset that the program would continue only if the savings presented were more than offered within the pricing structure from National Grid.

A volatile utility market has been in play over the course of the last several months, and the numerous attempts to solicit competitive bids have proven unsuccessful in securing a rate better than that offered by National Grid. We will, therefore, temporarily suspend the aggregation program's operation. Should rates prove more advantageous in the fall, we will consider reinstating same.

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

Sincerely,

Nancy E. Stevens
Mayor



News Release

For Immediate Release

June 5, 2008

For More Information, Contact:

Brian Murphy, Colonial Power Group, (508) 485-5858 (brian@colonialpowergroup.com)

CITY OF MARLBOROUGH SUSPENDS ELECTRICITY PROGRAM

Marlborough, Massachusetts -

The City of Marlborough today announced that it would temporarily suspend the City's municipal aggregation program. Skyrocketing energy prices have forced the City to return participating consumers to basic service offered by National Grid.

For the past year, under a program sponsored by the City, most consumers in the City received electricity supply from ConEdison Solutions,. The program saved consumers approximately \$700,000.

"Temporarily halting the program is the best course of action for right now," said Marlborough Mayor Nancy Stevens. "We continue to seek the best possible rates for our residents and businesses. We will monitor rates closely over the course of the summer and beginning of the fall when new savings opportunities may arise."

It is important to note that no action will be required by individual customers, Stevens said. Customers will be receiving a mailed notification describing the suspension. Customers with questions about the program should call Colonial Power Group at 508-485-5858. Colonial Power Group administers this program on behalf of the City.

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National Grid's residential rate is 11.79 cents per kilowatt-hour. National Grid's commercial rate is 11.57 cents per kilowatt-hour.

In 1997, the Massachusetts legislature approved structural changes that promoted energy supply competition and provided local municipalities with the option of introducing supply-related competition and customer choice within their jurisdictions. Marlborough's Community Choice Power Supply program was approved by the City

National Grid's residential rate is 11.79 cents per kilowatt-hour. National Grid's commercial rate is 11.57 cents per kilowatt-hour.

In 1997, the Massachusetts legislature approved structural changes that promoted energy supply competition and provided local municipalities with the option of introducing supply-related competition and customer choice within their jurisdictions. Marlborough's Community Choice Power Supply program was approved by the City Council in June 2006.

Marlborough is only the second locale in Massachusetts to enact a community opt-out aggregation program for residential and small business customers.

Under the State program, services provided to local ratepayers by National Grid are now divided into two parts. The first part, which remains regulated by the state, involves the physical delivery of power supplies over the wires to consumers. National Grid, which directly charges ratepayers for this service, continues to maintain these wires and continues to read meters. National Grid remains responsible for maintaining the day-to-day reliability and quality of delivery provided to ratepayers.

The second part of electric service involves supplying the actual power running through these wires. This is the component which is now a competitive service. Under the Community Choice Power Supply program, these supplies now come from ConEdison *Solutions*, which is categorized as a "competitive power supplier". Charges for the supply component of electric service are incorporated into normal bills that consumers receive from National Grid, which indicates supply-related charges and other standard billing information.

#



City of Marlborough
Office of the Mayor

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

Nancy E. Stevens
MAYOR

Karen J. Kosty
EXECUTIVE AIDE

Diana C. Halper
EXECUTIVE SECRETARY

June 4, 2008

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

Re: Offset of an Appropriation by Estimated Fees Related to Site Plan Review

Dear President Vigeant and Members:

On November 7, 2005, you approved Council Order № 05-100881B, thereby accepting the provisions of Mass. Gen. Laws c. 44, § 53E, and approved a request to fund the services of the City Planner for six months through a supplementary budget of \$6,173.00 that was offset by the fees established for the Site Plan Review process.

I am requesting that you approve a budget item to fund the salary of the City Planner for all of FY 2009 in the amount of \$12,716.08, with the estimated receipts from the Site Plan Review process being used to offset the salary for the one day a week he works in that position.

Using § 53E of Chapter 44, a full copy of which is enclosed, is similar to establishing a revolving fund, except the money must first be appropriated, and any balance at the end of the fiscal year is automatically deposited into the general fund.

Thank you for your consideration of this matter.

Sincerely yours,

Nancy E. Stevens
Nancy E. Stevens
Mayor

Enclosures

cc: City Auditor, Comptroller, City Solicitor, City Planner

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CITY OF MARLBOROUGH

IN CITY COUNCIL

FISCAL YEAR 2009 BUDGET

REASON FOR PROPOSED EXPENDITURE

TO FUND CITY PLANNER FY09 BUDGETARY LINE ITEM

ORDERED:

That the sum of Twelve Thousand Seven Hundred Sixteen Dollars and Eight Cents (\$12,716.08), designated as City appropriations, is hereby appropriated in the City of Marlborough,

This sum is to be placed into the budgetary line item as defined below, and it is further specified, pursuant to § 53E of Chapter 44 of the General Laws, that said amount shall be offset by the estimated receipts from the fees charged to users of the Site Plan Review process pursuant to § 63-15.F. of Chapter 63 of the City Code of the City of Marlborough.

<u>Account Number</u>	<u>Description</u>	<u>Amount</u>
26117401-50032	Twelve months of compensation for the City Planner.	\$12,716.08

ADOPTED

In City Council
Order No.
Adopted

Approved by Mayor

Nancy E. Stevens
Mayor

DATE:

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Chapter 44, Section 53E Agencies, boards, etc; annual operating costs; offset by estimated receipt of user fees.

Section 53E: Notwithstanding the provisions of section fifty-three, a city or town which accepts the provisions of this section may specify when making an appropriation for the annual ordinary operating costs of any agency, board, department or office of said city or town that such costs may be offset, in part or in the aggregate, by the estimated receipts from the fees charged to users of the services provided by such agency, board, department or office.

The use of such fees shall be limited to an amount not to exceed the actual amounts received during the previous fiscal year or such other estimated amount as may be approved, in advance of appropriation, by the commissioner of revenue or his designee, and which is based upon adequate documented material supporting such estimated amounts.

Receipts so allocated shall be deposited in a special account by the city or town treasurer or otherwise specifically identified and may be expended for the purpose allocated without further appropriation. Any balance in such accounts at the end of the fiscal year shall be deposited into the general treasury of the city or town.

Any deficit resulting from any city or town acting under the provisions of this section shall be reported by the auditor, accountant or other officer having similar duties, or by the treasurer if there be no such officer, to the assessors, who shall include the amount so reported in the aggregate appropriations to be assessed in the next subsequent annual tax levy, unless the city or town has provided funds to eliminate such deficit. Any deficit so incurred must be raised by taxation and shall be subject to all applicable provisions of chapter fifty-nine.

Each agency, board, department or office shall prepare an annual report of the change in cash balances in such entity which shall detail the cash receipts and disbursements for the year and shall be submitted to the mayor, city council, city manager, board of selectmen or town manager for their review and a copy of said report shall be submitted to the director of the bureau of accounts. Such report shall be prepared and submitted within forty-five days after the close of the fiscal year.

All such sums, so allocated, shall be treated as amounts voted from available funds for the purpose of deduction in accordance with the provisions of section twenty-three of chapter fifty-nine. All amounts voted from available funds shall be itemized in a schedule, on a form approved by the commissioner of revenue, prepared by the city or town clerk and included with the submission for approval of the tax rate by the commissioner of revenue as provided in section twenty-three of chapter fifty-nine. The assessors shall further attest, on said schedule, that the receipts itemized therein have not been included in any other deduction from the gross amounts to be raised.



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

June 4, 2008

Marlborough City Council
City Hall -- 140 Mai Street
Marlborough, MA 01752

Attn: Arthur Vigeant -- City Council President

RE: National Grid Utility Pole Relocation - #519 Elm Street (Utility Pole #63)

Dear Councilors,

As part of the roadway reconstruction of Elm Street, between Leonard Drive and Dudley Street, the location of several utility poles had to be adjusted. As these adjustment were less than three feet, National Grid will be able to simply move the utility poles to adjust to the new uniform pavement width on this section of Elm Street.

There is one utility pole which currently is located in the middle of the driveway for #519 Elm Street. There was a large tree in a stone tree well located in the driveway, which divided the driveway opening into essentially two driveway openings. This tree well was located behind the utility pole. As part of the roadway reconstruction this tree and tree well has been removed and the size of the driveway opening will be reduced. It is our intent to have utility pole #63 relocated 15 feet easterly, to the old section of driveway which will be removed, loamed and seeded.

As this construction project is underway, anything that the Marlborough City Council could do to expedite this approval would be greatly appreciated.

Sincerely,



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

xc: Thomas E. Cullen, Jr., P.E. -- City Engineer
Timothy F. Collins - Asst. Civil Engineer
Lisa M. Thomas -- City Clerk



*City of Marlborough
Public Facilities
Department*

171
John L. Ghiloni, Director
Andrew J. White,
Assistant Director
85 Sawin Street
Marlborough, MA 01752
Phone: (508) 460-3521
Fax: (508) 460-3565

June 4, 2008

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

Honorable President Vigeant and Councilors:

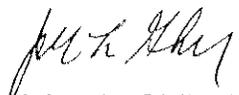
The City recently issued a Request for Proposals for the lease of a minimum of a 6,500 square foot premises at the Bigelow School located at 57 Orchard Street. Two proposals were submitted – one from the current tenant, the New Covenant Christian School, and another from the Assabet Valley Collaborative.

Based on the analysis completed by the City's Chief Procurement Officer, Beverly Sleeper, the proposal submitted by Assabet Valley Collaborative proves the most advantageous to the City. The pricing presented for a one-year lease term by the Collaborative is One Hundred and Forty Nine Thousand Five Hundred Dollars (\$149,500.00). In addition, it is without condition. The New Covenant Christian School's proposal of Sixty Five Thousand Dollars (\$65,000.00) includes a vote by its Board to determine if a proposed co-occupant would prove a complimentary use relative to its school program with a 90 day notice to terminate should the Board vote otherwise. Thus, the New Covenant Christian School proposal must be rejected due to this condition.

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I concur with the opinion of Ms. Sleeper that the City Council as well as the School Committee should vote to accept the proposal from the most advantageous proposer, the Assabet Valley Collaborative in the amount of One Hundred and Forty Nine Thousand Five Hundred Dollars (\$149,500.00) and authorize the Chief Procurement Officer to award the lease.

Sincerely,



John. L. Ghiloni,
Director

cc: Mayor Nancy Stevens



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

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DONALD V. RIDER, JR.
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR

BEVERLY J. SLEEPER
CHIEF PROCUREMENT OFFICER

KATHERINE M. KIMBER
PARALEGAL

June 4, 2008

John L. Ghiloni
Director of Public Facilities
85 Sawin Street
Marlborough, MA 01752

RE: Lease of Bigelow School

Dear John:

I have reviewed the proposals submitted by the New Covenant Christian School and the Assabet Valley Collaborative to lease the Bigelow School located at 57 Orchard Street in Marlborough. Both proposals meet the minimum submission requirements stated in the Request for Proposals. In addition, I am waiving a minor deviation concerning the New Covenant Christian School's proposal, as they submitted no original proposal as required by the Request for Proposals; the proposal marked "original" was a copy.

I selected the following individuals to serve as the evaluation committee to help evaluate the proposals using the comparative evaluation criteria set forth in the RFP: Councilor Paul Ferro, Chair of Operations and Oversight City Council Sub-Committee; Kathleen Robey, Chair of the School Committee's Finance Sub-Committee; and you. The evaluation committee evaluated proposals based on the following RFP criteria: appropriateness to the neighborhood, community engagement, parking requirements for its program and services, and proposed building improvements. Based on this evaluation, the evaluation committee then rated the proposals as "Highly Advantageous," "Advantageous" and "Non-Advantageous."

In terms of being a responsible proposer, the evaluation committee determined that both proposers appear to possess the capability, integrity and reliability to lease the property.

In terms of being a responsive bidder, the New Covenant Christian School submitted a conditional proposal. The terms and conditions of the RFP required a minimum of 6,500 square feet to be leased. Those terms and conditions also required that, if the proposal accepted by the City was for less than the entire square footage available, the City required the lessee to be amenable to sharing the building with another lessee with a complementary use or with a City department for public use. The New Covenant Christian School proposed to use less than the entire square footage available, but it conditioned its proposal by reserving a right to determine, by a vote of its Board of Directors, whether the proposed lessee or proposed use is a complementary use with its own program. According to its proposal, if the New Covenant Christian School determined that the use is not complementary and is detrimental to its own program, the School

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reserved the unilateral right to terminate its lease with the City with 90 days' notice thereof. Although the evaluation committee gave the New Covenant Christian School an overall rating of "Advantageous" under the RFP's comparative evaluation criteria, the School's proposal is non-responsive because it conditioned its proposal in a manner prejudicial to fair competition, in that other potential proposers may well have been dissuaded from submitting proposals in the warranted belief that this RFP did not contain any term or condition authorizing a conditional proposal that reserved to the proposer a unilateral right to opt out of the lease. In contrast, the Assabet Valley Collaborative did not condition its proposal and submitted a responsive proposal. The evaluation committee gave the Assabet Valley Collaborative an overall rating of "Highly Advantageous."

Further, New Covenant Christian School submitted its proposal with an offer price of \$65,000.00 for the one-year lease term. The Assabet Valley Collaborative submitted its proposal with an offer price of \$149,500.00 for the one-year lease term.

Based on the above, I have determined that the New Covenant Christian School proposal must be rejected as non-responsive to the RFP, and that the Assabet Valley Collaborative proposal is the most advantageous proposal as it received the highest rating with an acceptable price. I recommend that both the City Council and the School Committee accept the Assabet Valley Collaborative proposal and award them the one-year lease for the Bigelow School.

The vote of City Council and the School Committee to accept or reject this proposal must occur within 30 days of May 22, 2008, that is, by Thursday, June 19, 2008.

If you require additional information or copies of the proposals, please let me know.

Sincerely,



Beverly J. Sleeper
Chief Procurement Officer

Cc: Nancy E. Stevens, Mayor
Donald V. Rider, Solicitor
Paul Ferro, Councilor
Kathleen Robey, School Committee Member

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**Patrick Hogan
Marlborough Police Department**

**Annual Sgt William Kirby Road Race
September 13, 2008**

June 3, 2008

Dear Councilors,

Please review the following messages. I am writing to request permission to use the rail trail for the annual Sgt William Kirby road race. All the details are in my first message to Ms Ryder attached herewith together with her responses to me and the City Council Office.

Time is of the essence as I need to get the details to the printer for the race applications and flyers. This event takes months to put together and we are currently behind due to the venue change.

Thanks for your attention to this matter

Respectfully submitted,

Patrick Hogan

Patrick Hogan

City Council

From: City Council
Sent: Tuesday, June 03, 2008 6:07 PM
To: City Council
Subject: June 3, 2008 from Conservation Officer with more information: Use of rail trail for annual 5K police chase

From: Ryder, Priscilla
Sent: Tuesday, June 03, 2008 12:47 PM
To: City Council
Cc: Hogan, Pat; Grasso, David; LaFreniere, Ron
Subject: RE: rail trail request

Hi Karen,

I have seen this request, and my conversations with Ron LaFreniere and David Grasso is that we are all fine with this race idea. Since the ARRT hasn't been "designated officially" to be managed by the Recreation Dept. (which we will be submitting to City Council soon,) official permission needs to be granted by the City Council since they are technically the "managing entity". In the future I think the recreation dept. would be the entity to issue a permit, as they do for field use etc. So we are fine with this.

They will need to arrange for the appropriate police detail if necessary at Road Crossings, and cleaning up any trash left behind from the race, but other than that I see no problems with having a race on the path- I think it's a good idea. We haven't had one yet so this first one will help iron out the issues we need to address in the future.

Priscilla Ryder
Conservation Officer
140 Main St. City Hall
Marlborough, MA 01752
phone: 508-460-3768
Fax: 508-460-3747

City Council

From: City Council
Sent: Tuesday, June 03, 2008 5:57 PM
To: City Council
Subject: May 9, 2008 from Conservation Officer re: use of rail trail for annual 5K police chase

From: Ryder, Priscilla
Sent: Friday, May 09, 2008 4:18 PM
To: Hogan, Pat
Cc: LaFreniere, Ron; Rider, Donald; Grasso, David
Subject: RE: rail trail

Hi Pat,

As I believe Ron LaFreniere mentioned, the Assabet River Rail trail belongs to the city and I have been in charge of overseeing the design and construction- however as the Trail has not yet been designated to be managed by the Recreation Dept. (our ultimate goal) the City Council at this time has jurisdiction in saying what can and cannot be done.

What is your deadline is securing a location, since the event is in September? If you can wait a few months we can start the process of getting the Recreation Department to be the managing entity and you can get a permit from them. If you need to know sooner, then my guess is the request will need to go to the City Council. If you can wait, I'd recommend the first option just to make life simpler and since the Recreation Dept. has similar permit systems for "use of public land for events".

We haven't had any formal requests for road-race use of the trail yet, but I think it's a great idea, and being the first one asking, it will help us figure out the particulars about allowing such events.

Hope that helps, let me know which avenue you want to choose.

Priscilla Ryder
Conservation Officer
140 Main St. City Hall
Marlborough, MA 01752
phone: 508-460-3768
Fax: 508-460-3747

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Sent: Thursday, May 08, 2008 2:57 PM
To: Ryder, Priscilla
Subject: rail trail

Ms. Ryder, I am writing to secure permission to use a portion of the rail trail for a charity road race. The MPPOA has hosted the event the past 8 years, the last 7 being at the fish & game. Unfortunately, we must relocate this year due to a scheduling snafu. The Moose Lodge has offered its pavilion. In order to use that location we would need to employ 1.7 miles of the rail trail as the race course. We would only be using from Sasseville Way to Hudson St in one direction. I also emailed the ARRT officers. They support the event but stated they cannot give permission to use the rail trail. That authority rests with the city. I spoke with the Red dept. They also support the event but were not sure of the trail falls under their umbrella. The suggested I contact you. Are you able to give permission? May we make use of the trail for our event?

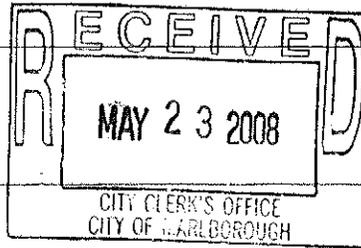
The event is the Sgt William Kirby Memorial Police Chase. If we end up with permission to use trail we will change the event name to The Sgt William Kirby Memorial Rail Trail Run. The proceeds are donated to the Pancreatic Cancer Alliance based out of UMass Worcester.

Thanks, Patrick Hogan

Ps- the date is 9/13 @ 11am

JEFFREY L. ROELOFS, P.C.
ENVIRONMENTAL AND LAND USE LAW

Newburyport | Boston



Jeffrey L. Roelofs
30 Green Street
Newburyport, MA 01950

Office 978-462-7600
Cell 978-376-1396
Fax 978-462-7610
jlr@roelofslaw.com
www.roelofslaw.com

May 14, 2008

BY FEDERAL EXPRESS

Secretary Ian Bowles
Executive Office of Energy and Environmental Affairs
Attn: MEPA Office
100 Cambridge Street, Suite 900 – 9th Floor
Boston, MA 02114

RE: **NOTICE OF PROJECT CHANGE**
Indian Hill Park, Marlborough, MA
EOEA #5839

Dear Secretary Bowles:

On behalf of the proponent of the Indian Hill Park mixed-use development in Marlborough, MA (EOEA #5839), I enclose an original Notice of Project Change (“NPC”) form, with exhibits, and one unbound copy of the NPC form only.

As discussed in the enclosed NPC package, the Indian Hill Park development includes a large residential component (348 condominium units) and a retail component. The proponent has constructed the residential component, all associated roadways and infrastructure, and a portion of the retail component. It has also completed all mitigation measures associated with the project – which focus primarily on the mitigation of traffic.

The enclosed NPC relates to the proponent’s proposal to increase the square footage of the retail component from 110,000 square feet to 155,900 square feet. Because traffic was the primary focus of the previous MEPA review process, the proponent retained Greenman-Pedersen, Inc. to conduct a traffic study and to prepare a Traffic Impact and Access Study (“TIAS”). A copy of the TIAS is enclosed as Exhibit 6 to the NPC. As discussed in the TIAS, the substantial mitigation measures already implemented by the proponent and others (despite other development that has occurred in the vicinity of the site) are sufficient to offset the traffic projected to result from the project as currently proposed. Accordingly, and for the other reasons articulated in the NPC, the project change does not warrant further MEPA review.

Please call me with any questions related to this Project or the enclosed NPC.

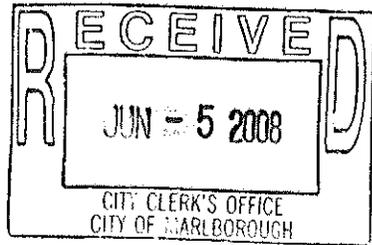
Sincerely,

Jeffrey L. Roelofs

Enclosures

- cc: Entities/Individuals on Distribution List (Exhibit F to NPC)
- James McLoughlin
- Eric Eby (GPI)

***NOTICE OF PROJECT CHANGE
IN CLERK’S OFFICE



June 5, 2008

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



Dear President Vigeant and Members of the Council,

Heroes Aren't Born. They're Trained.

Each year an estimated 166,000 lives are claimed by Sudden Cardiac Arrest, an electronic malfunction that causes rapid and chaotic heart activity. In fact, more people die from sudden cardiac arrest than from breast cancer, prostate cancer, AIDS, house fires, handguns and traffic accidents combined.

CPR and early defibrillation with an AED are critical. However, fewer than one-third of adult sudden cardiac arrest victims receive bystander CPR. Effective bystander CPR, provided immediately after a sudden cardiac arrest, can double or even triple a victim's chance of survival.

The American Heart Association trains 10 million people in CPR annually, but we must do more. For victims of a sudden cardiac arrest, a bystander who performs immediate CPR and defibrillation with an AED could make a life or death difference.

Councilor Pope and I have been speaking about offering free training to the Council and all City Hall Employees. In an effort to enable all residents to learn CPR and how to use AEDs, the American Heart Association is happy to provide the City with CPR Anytime kits, and make sure that our City's leaders take the opportunity to learn CPR and how to use an AED. You make decisions to protect and improve lives. Now you could also save them.

The *CPR Anytime* line of self-directed learning products was developed to increase CPR knowledge and awareness among the general public – those who do not traditionally attend CPR courses. Currently:

- Almost 80 percent of out-of-hospital cardiac arrests occur at home and are witnessed by a family member
- Only 6.4 percent of sudden cardiac arrest victims survive because the vast majority of those witnessing the arrest are people who do not know how to perform CPR

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CPR Anytime is a tool that can help increase survival rates in communities across the country. People who receive the *CPR Anytime* kits are able to share lifesaving skills with their loved ones by using the kit to train their entire family. Using a multiplier effect, studies have shown that for every single *CPR Anytime* kit used for training, an average of 2.5 people learn how to perform CPR.

The American Heart Association's *CPR Anytime* personal learning programs include *Family & Friends CPR Anytime* and *Infant CPR Anytime* for families and community members, and *Heartsaver AED Anytime*, a credentialed program that can be used in worksites and schools to teach CPR skills and use of an AED.

Beginning with this free training opportunity, I look forward to working with you to make sure that Marlborough's residents, visitors, businesses and employees have the benefit of living, working and raising families in a HeartSafe Community. I am happy to be the connector between the American Heart Association and our community, ensuring that we have lifesaving resources at our fingertips.

I respectfully request that the Council set a date for the City Hall training in the near future, and I look forward to working with you all once again!

Sincerely,



Maura Navin Webster
Sr. Communications Director
American Heart Association
Central MA Division

DJ3

National CPR/AED Awareness Week Fact Sheet

Out-of-Hospital Cardiac Arrest

- Each year, about 310,000 coronary heart disease deaths occur out-of-hospital or in emergency departments in the United States. Of those deaths, about 166,200 are due to sudden cardiac arrest – nearly 450 per day.
- Sudden cardiac arrest can happen to anyone at any time. Many victims appear healthy with no known heart disease or other risk factors.
- Sudden cardiac arrest is not the same as a heart attack. Sudden cardiac arrest occurs when electrical impulses in the heart become rapid or chaotic, which causes the heart to suddenly stop beating. A heart attack occurs when the blood supply to part of the heart muscle is blocked. A heart attack may cause cardiac arrest.

Cardiopulmonary Resuscitation (CPR)

- Less than one-third of out-of-hospital sudden cardiac arrest victims receive bystander CPR.
- Effective bystander CPR, provided immediately after sudden cardiac arrest, can double or triple a victim's chance of survival.
- The American Heart Association trains more than 10 million people in CPR annually, including health professionals and members of the general public.
- The most effective rate for chest compressions is 100 compressions per minute – the same rhythm as the beat of the BeeGee's song, "Stayin' Alive."

Automated External Defibrillators (AEDs)

- Unless CPR and defibrillation are provided within minutes of collapse, few attempts at resuscitation are successful.
- Even if CPR is performed, defibrillation with an AED is required to stop the abnormal rhythm and restore a normal heart rhythm.
- New technology has made AEDs simple and user-friendly. Clear audio and visual cues tell users what to do when using an AED and coach people through CPR. A shock is delivered only if the victim needs it.
- AEDs are now widely available in public places such as schools, airports and workplaces.

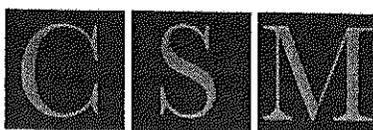
CPR/AED Awareness Survey

- Eighty-nine percent of respondents said they were willing and able to do something to help if they witnessed a medical emergency.
- Few Americans (12%-20%) are confident that they would know when it is appropriate to perform CPR or use an AED.
- At most, roughly four in ten are extremely or very likely to perform CPR on an adult (39%) or child (37%) they know personally.
- Less than 17 percent of Americans believe they are at risk for sudden cardiac arrest.
- The survey was conducted online within the United States by Harris Interactive on behalf of the American Heart Association between January 8, 2008 and January 21, 2008 among 1,132 U.S. residents aged 18 and older.

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Public Policy for CPR/AEDs

- The American Heart Association supports state public policy initiatives that:
 - Promote the access and use of AEDs and establish quality AED programs in high-risk locations
 - Encourage bystander CPR and CPR training for professionals who may need to respond to medical emergencies
 - Promote increased quality and appropriate use of 9-1-1 systems
 - Extend Good Samaritan legal liability protection to all users of AEDs
- The American Heart Association also supports increased funding for the Rural and Community Access to Emergency Devices Program, which gives communities funding to place automated external defibrillators (AEDs) in rural areas and trains lay rescuers and first responders to use AEDs.



& companies

2/

June 4, 2008

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

Dear Council Members:

I am writing in relation to Condition #21, the Affordable Housing Mitigation, in the Special Permit for 175 Maple Street issued on March 12, 2007. According to our commitment to fulfill the affordable housing mitigation, we are required to have "identified, constructed and/or renovated" a total of ten affordable units, within a year of the issuance of a Building Permit by the Building Commissioner for the redevelopment of the building. The Building Permit was issued on June 7, 2007 for this property. On behalf of CSM, I am respectfully requesting an extension of 120 days to be added to the deadline of June 9, 2008 in order to successfully fulfill the requirement and add ten affordable housing units to the Marlborough Affordable Housing Inventory.

While it is an unfortunate situation that we are unable to meet the deadline for the identified and renovated affordable housing units, we are firmly committed to meeting the new deadline of October 1, 2008. We have already identified potential locations for the ten units which we intend to renovate to meet the standards of Massachusetts Department of Community Development and the rigorous standards of our company, CSM. The list of potential locations is attached for your review. We are also still considering constructing townhomes on our site and have put considerable time, energy and financial resources into this plan. During the next 120 days, we intend to acquire one or more of these potential locations and complete the necessary renovations.

We believe that the addition of ten units to the Affordable Housing Inventory will more directly and immediately benefit the City of Marlborough rather than a contribution of \$190,000 to the Marlborough Affordable Housing Trust, as required in the Condition in the Special Permit. I have attached the exact language of Condition 21, Affordable Housing Mitigation for your review.

I greatly appreciate the City Council's willingness to consider the request for extension at the June 9, 2008 City Council Hearing. Either myself or a representative from my company will attend the meeting in order to answer any questions..

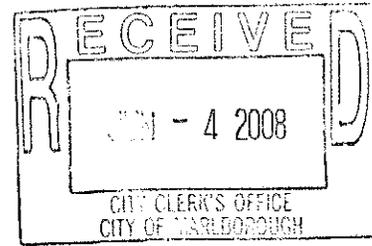
Again, thank you for the consideration of an extension. We are fully committed to adding the ten affordable units to the Inventory as soon as possible and within the new deadline of October 1, 2008 if so approved.

Sincerely,

A handwritten signature in black ink, appearing to read "David W. Nyberg".

David W. Nyberg

nationalgrid



May 30, 2008

To the City Council
Marlborough, Massachusetts

Council Members:

Enclosed you will find a petition for Elm Street, Marlborough (Plan # 4612133).

Description: Relocate pole # 63 in an easterly direction 15' +/- from existing location due to a road job.

If you have any questions regarding this petition please contact Linda Hagan @ 508-482-1024.

Thank you for your attention to this matter.

Respectfully yours,

Brian Schuster
Manager of Distribution Design
508-482-1251

BS/lh
Enclosures

PETITION FOR JOINT POLE RE-LOCATIONS

272
CITY COPY

Hopedale, MA 01747

May 30, 2008

To the City Council
of the City of Marlborough, Massachusetts

MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.

request permission to relocate poles, wires, cables and fixtures, including anchors, guys and other such necessary sustaining and protecting fixtures, along and across the following public way or ways:-

Elm Street...

One (1) pole location

Relocate pole # 63 in an easterly direction 15' +/- from existing location
due to a road job.

Wherefore they ask that they be granted a joint relocation for and permission to erect and maintain poles, wires, cables and fixtures to be placed thereon, together with anchors, guys and other such sustaining and protecting fixtures as they must find necessary, said poles to be located substantially in accordance with the plan filed herewith marked: Plan No. 4612133 Dated: 05/16/2008

Also for permission to lay and maintain underground cables conduits, wires and necessary equipment in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross arm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

MASSACHUSETTS ELECTRIC COMPANY

By: B. S. A.
Manager of Distribution Design

VERIZON NEW ENGLAND, INC.

By: Paul Schneider
Manager, R.O.W.

ORDER FOR JOINT POLE RELOCATION

Hopedale, MA 01747

May 30, 2008

223

By the City Council
of the City of Marlborough, Massachusetts

IT IS HEREBY ORDERED:

that **MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.**
be and they are hereby granted a joint relocation for and permission to erect and maintain poles and wires
to be replaced thereon, together with such sustaining and protecting fixtures as said Companies may deem
necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated
the **30th day of May, 2008**

All construction under this order shall be in accordance with the following conditions:-
Poles shall be sound and timber, and reasonably straight, and shall be set substantially at the points
indicated upon the plan marked:

Plan No. **4612133** Dated: **05/16/2008** filed with said petition.

There may be attached to said poles by said **MASSACHUSETTS ELECTRIC COMPANY** necessary wires,
cables and fixtures and by said **VERIZON NEW ENGLAND, INC.** not to exceed **40** wires and **4** cables and
all of said wires and cables shall be placed at a height of not less than **18** feet from the ground at highway
crossings, and not less than 16 feet from the ground elsewhere.

The following are the public ways or parts of ways along which the poles above referred to may be erected,
and the number of poles which may be erected thereon under this order:-

Elm Street... One (1) pole location
Relocate pole # 63 in an easterly direction 15' +/- from existing location
due to a road job.

Also that permission be and herby is granted to each of said Companies to lay and maintain underground
cables, conduits, wires and necessary equipment in the above or intersecting public ways for the purpose
of making connections with such poles and buildings as each may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council
of the City of Marlborough, Massachusetts held on the _____ day of _____ 2008

Clerk of Council

CERTIFICATE

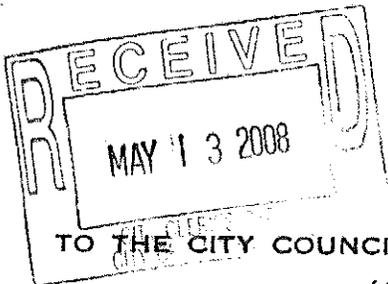
I hereby certify that the foregoing order was adopted at a meeting of the City Council
of the City of Marlborough, Massachusetts held on the _____ day of _____ 2008

recorded with the records of location orders of said City,

Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto
or amendments thereof.

Attest: _____
City Clerk



#25.00pd. B3

MARLBOROUGH, MASS. 19

TO THE CITY COUNCIL:

The undersigned NOBIANO COELHO RANGEL D-B-A SILVER GAME respectfully requests that he be granted a JUNK DEALERS LICENS AT 259 BOSTON POST ROAD EAST #10 MARLBOROUGH MA FOR THE SALE OF VIDEO GAMES AND GAMES SYSTEMS ON THE INTERNET.

P. O. Address NOBIANO C. RANGEL 259 BOSTON POST RD EAST #10 MARLBOROUGH 508-904-0282

IN CITY COUNCIL

19

Referred to Committee on Public Safety.

Clerk.

REPORT ON THE ABOVE PETITION

IN CITY COUNCIL

19

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

[Signature lines for Committee members]

Committee

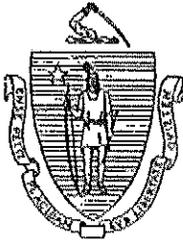
IN CITY COUNCIL

19

Accepted and report of committee adopted.

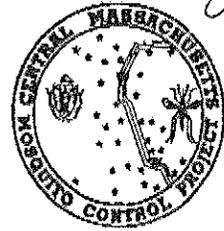
Attest: Clerk.

Issued



The Commonwealth of Massachusetts
 STATE RECLAMATION & MOSQUITO CONTROL BOARD
**CENTRAL MASSACHUSETTS
 MOSQUITO CONTROL PROJECT**

111 Otis Street, Northborough, MA 01532-2114
 Telephone (508) 393-3055 • Fax (508) 393-8492
 www.cmmcp.org

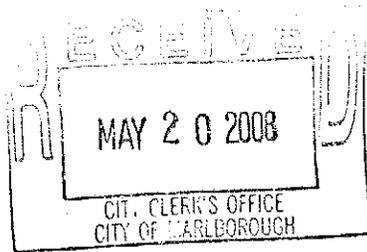


COMMISSION CHAIRMAN
 RICHARD J. DAY

EXECUTIVE DIRECTOR
 TIMOTHY D. DESCHAMPS

May 20, 2008

Health Dept.
 City of Marlborough
 Marlborough, MA 1752



Central Massachusetts Mosquito Control Project personnel will be in your community to investigate resident's complaints about mosquitoes on the following dates during June 2008:

June 4, 11, 18, 25

The above dates are very tentative, and are subject to change due to weather conditions, mosquito populations and mosquito virus activity. This program will shut down when cool night time temperature becomes predominant in this area. A notice about our spray schedule is posted on the CMMCP phone system after 3:30 p.m. each day, and it is also listed on our website.

Complaints about mosquitoes may be registered by calling the CMMCP office at 508-393-3055 between 7:00 AM - 3:30 PM, Monday through Friday or through our website.

The results of an investigation may warrant the use of a mosquito insecticide to defined, site-specific areas of the town. Such an application may be accomplished by using hand or truck mounted equipment, depending on the extent of the application.

Per 333CMR13.04: "No intentional application of pesticides shall be made to private property which has been designated for exclusion from such application by a person living on or legally in control of said property." Notices were sent to all City and Town Clerks in February to alert them of the pesticide exclusion process; CMMCP will continue to accept exemptions during the spray season. Residents should contact their Town or City clerk for more information on the exclusion process, or may contact the CMMCP office during business hours or apply for an exclusion through our website.

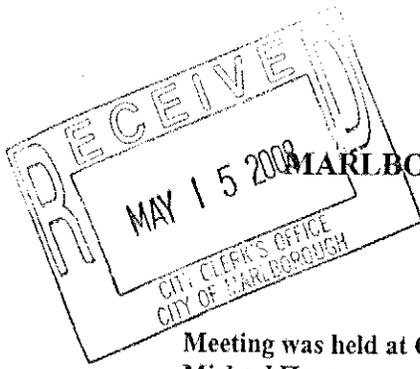
Please list this information in the local newspapers and on the local cable access station. Additional information on CMMCP may be found on the Internet at:
<http://www.cmmcp.org>

Sincerely,

Timothy D. Deschamps
 Executive Director

cc: City Clerk
 Police Department

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**MARLBOROUGH COMMUNITY DEVELOPMENT AUTHORITY
APRIL 9, 2008
MINUTES**

Meeting was held at City Hall, 4th Floor Conference Room and was called to order at 8:30 A.M. by Michael Hogan

PRESENT: Camille Duridas, Dr. Muir, Betsy Roszko, Diane Sullivan, Michael Hogan, Stephen Vigeant, David McCabe and Jackie Malloy.

ABSENT: Mayor Nancy Stevens and Lynn Faust

Michael Hogan opened the meeting by welcoming David McCabe to the Marlborough Community Development Authority, as a new member.

Michael motion to accept March 10, 2008 minutes, seconded by Dr. Muir – All in Favor.

HOUSING REPORT:

Bills Payable: Review and discussion. **MOTION** by Vigeant **SECONDED** by Muir to approve payment of the April HAP payments, Bills Payable for March 14, 2008, and April 1, 2008, and transfers as presented. All in favor

Wage rates for maintenance employees per the Executive Office of Labor & Workforce: Discussion. It was noted that there was approximately a 6% increase. Labor and Workforce new rate of \$21.29 per hour is to be effective April 1, 2008, for all 3 maintenance employees (Maintenance Mechanic I/Laborer). **MOTION** by Vigeant **SECONDED** by Hogan to accept and approve the wage rate of \$21.29 per hour for the maintenance employees, effective April 1, 2008. All in Favor.

Housing Director's Report, Stephen Vigeant motion to approve, seconded by Michael Hogan – All in Favor.

COMMUNITY DEVELOPMENT REPORT:

Diane Sullivan updated the members on a number of projects and programs, including the status of the CDBG Funded Programs.

Michael Hogan requests an update on the items DHCD officials are requesting.

Diane Sullivan responds stating she will have an update at the next meeting.

Don Rider and Counsel from Mirick O'Connell will be a part of this conversation.

Stephen Vigeant states that it would be important to have Don Rider here to explain what he has done so far.

MOTION ON TABLE – Michael Hogan asks Diane Sullivan if she is comfortable being on record responding to Mirrick O'Connell, the outside Counsel. Diane responded in the affirmative.

Michael Hogan Motion – Stephen Vigeant seconded – All in Favor **NOTE:** David McCabe abstained from the vote.

Stephen Vigeant asks when we will advance the items from our offsite meeting. meeting. Diane Sullivan states a work plan is under development and will be presented at the next meeting.

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Stephen Vigeant asks that Diane Sullivan work with the City Council on the Wi-Fi Service in downtown. Motion made by Stephen – seconded by Dr. Muir – All in Favor.

Diane suggested that downtown related projects will be priority, that a summer schedule is under development and a Sign and Façade Program is under development with funding up to \$200,000.00, using the same model as Housing Rehab Program. Michael Hogan asks if some of that can be used for small business Assistance. Diane Sullivan suggested it is a separate program focused on the same audience as the Sign/Facade offering.

Michael Hogan mentions that Marlborough 2010 has received \$1million dollars from a loan pool (6 banks) for Real Estate Fund, to be used for Hinge block properties.

The next meeting date and time is discussed tentatively for 5/1/08 8:30-11:00

Farmers Market is discussed; Michael would like to see it moved to in front of 250 Main St. with parking allowed on Windsor Street. and have the folks from 240 Main St. help out with the market. Michael asks that \$10,000.00 of program income be approved for the market; pay \$5,000.00 to manage the market and \$5,000.00 for promoting the market. This would be a 12 week period.

Camille mentions using youth to help out at the market. Motion by Michael Hogan, Seconded by Stephen Vigeant – All in Favor

Diane Sullivan discusses grant opportunities over the next 2 months.

Stephen Vigeant asks about Emmet Street – was it insured as vacant property. Steven Vigeant asks that the housing maintenance staff check on the property weekly.

Foreclosure strategy will be presented at the next at next meeting and reflects a tracking sheet which we have developed.

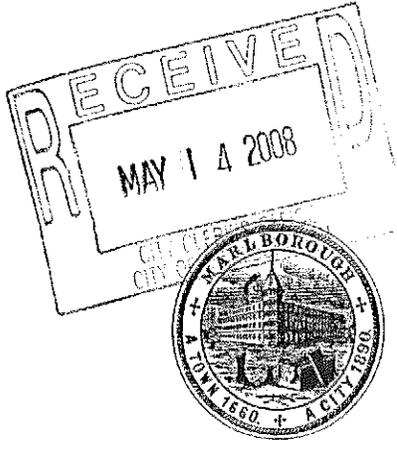
Stephen Vigeant stated he would like to have a report of Housing Programs that are out there and available to consider and perhaps apply for.

Michael Hogan closes the meeting.....Adjourn at 9:30, seconded by Dr. Muir

Respectfully Submitted,
Jackie Malloy
Community Development Authority

26,

City of Marlborough
Commonwealth of Massachusetts



PLANNING BOARD

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

PLANNING BOARD MINUTES
April 28, 2008
7:00 PM

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

The Planning Board for the City of Marlborough met on Monday, April 28, 2008 in Memorial Hall, 3rd floor, City Hall, Marlborough, MA 01752. Members present: Barbara Fenby, Chairperson, Steve Kerrigan, Clerk, Phil Hodge, Clyde Johnson, Robert Hanson and Sean Fay. Also present: City Engineer Thomas Cullen.

MINUTES

Meeting Minutes April 28, 2008

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

To accept and file the meeting minutes.

CHAIR'S BUSINESS

APPROVAL NOT REQUIRED PLAN

*Forest Street/Martinangelo Drive
Special Olympics Approval*

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

To accept and endorse a plan of land believed to be Approval Not Required of Special Olympics Massachusetts, Inc. c/o Robert Johnson, 450 Maple Street, Building One, Danvers, MA 01923. Name of Engineer: Vanasse Hangen Brustlin, Inc. c/o Christopher Lovett, P.E. of 11 Walnut Street, P.O. Box 9151, Watertown, MA 02471-9151. Deed of property recorded in South Middlesex Registry of Deeds book 48205, page 281. Location and description of property: Northeast section of Forest Street and Martinangelo Drive shown on Assessor's Map 100 as Lot 19.

Stow Road

The ANR plan that was signed by the Planning Board on April 23, 2007 was never recorded within 6 months of signing. The plan was never modified, amended or rescinded nor had it changed. Attorney Gadbois is asking for the Planning Board to resign the plan.

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

To resign the ANR plan previously approved on April 23, 2007.

247 Maple Street

Peter Bemis of Engineering Design Consultants presented to the Board the ANR Plan for 247 Maple Street. He is creating 5 parcels so that the end result will be an 81X plan. Once approved Mr. Bemis will combine all parcels into lots to create the new plan.

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

To accept and refer the proposed plan to the City Engineer for his review and recommendation at the next meeting on Monday May 12, 2008.

PUBLIC HEARING

**Pembroke Street
Definitive Plan
7:30 p.m.**

The Planning Board of the City of Marlborough held a public hearing on Monday, April 28, 2008, at 7:30 p.m. in Memorial Hall, 3rd Floor, City Hall, 140 Main Street, Marlborough on the Definitive Plan of a subdivision entitled, "Pembroke Street". Members present: Chairperson Barbara L. Fenby, Clerk Steven Kerrigan, Philip Hodge, Clyde Johnson, Robert Hanson and Sean Fay. Also present: City Engineer Thomas Cullen.

The Chair introduced all of the members of the board including the City Engineer and the Planning Board Secretary. She advised the audience that everyone should direct questions to her and she will direct the questions to the proponent or others. She also stated that this is the definitive plan and the Board will refer this plan to the Engineering Department for a full review after the public hearing is closed.

Mr. Kerrigan read the public hearing notice into record.

**PLANNING BOARD
PUBLIC HEARING NOTICE**

Notice is hereby given that the **Planning Board** of the City of Marlborough will hold a public hearing on Monday, April 28, 2008 at 7:30 P.M., at Memorial Hall, City Hall, 140 Main Street, Marlborough, MA on the following Definitive Subdivision Plan "**Pembroke Street**" subdivision which proposal is herewith published in compliance with the requirements of the M.G.L. 41, §81T and is hereby set forth as follows:

NAME OF SUBDIVIDER: William P. Wyskoczka
26 Pembroke Street
Marlborough, MA 01752

NAME OF ENGINEER: Jarvis Land Survey, Inc.
26 Grafton Circle
Shrewsbury, MA 01545

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LOCATION OF PROPERTY: Pembroke Street, three parcels shown on Assessors Map 18, Parcels 129, 130 and 131, combined containing a total of 16,865 sq ft.

Attorney Arthur Bergeron who represents the owner, William Wyskoczka, stated that Mr. Wyskoczka owns all three parcels in the subdivision. The land is currently divided onto three lots that were created prior to the Marlborough zoning ordinance. The new subdivision plan shows the reconfiguration of the lots into two with each lot having less then the required frontage of 100 feet and size of 12,500 square feet for his zone. This would require Mr. Wyskoczka to appeal to the Zoning Board of Appeals for relief from the zoning ordinance for lot frontage and size. Mr. Bergeron did state that his client will not record the subdivision plan if approved unless he is granted the variances he needs for lot frontage and minimum lot area.

As Mr. Bergeron has discussed in a previous meeting, his client requires a subdivision approval because the lots lines on his land are moving and the results will be two lots that do not meet the standards to qualify as an exception under the "subdivision" definition in Chapter 41 sec. 81. He stated that under the rules and regulations of Planning Boards, once a subdivision has been submitted it must be approved as long as it meets the requirements if the rules and regulations. Mr. Bergeron has reviewed the rules and regulations and cannot find any rule that requires that all lots in the subdivision have some minimum frontage on way.

The other waivers the developer is requesting:

- Section III (B) (1) and (2), to the extent that the filed plans do not comply with the normal, more detailed filing requirements.
- Section III (B) (7), which would require a performance bond, since no new ways or public utility easements are being proposed.
- Section IV, the various design standards, since no new ways or public utility easements are being proposed.
- Section V, the various required subdivision improvements, since no new ways or public utility easements are being proposed.

In Favor

William Wyskoczka
26 Pembroke Street

Mr. Wyskoczka is the owner of all lots. He likes the neighborhood and would like to build a new home. He stated that the new construction should not cause any issues with the neighbors.

Peter Chalmers
39 Pembroke Street

Mr. Chalmers stated that the proposed subdivision would be a great addition to the neighborhood.

Carl Stewart
43 Pembroke Street

Mr. Stewart stated that the proposed house is comparable to all of the other homes and is in support of the new house.

Brian McGongale
50 Upland Road

Mr. McGonagle is in favor of the project.

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In Opposition

No one spoke in opposition.

In General

Ms. Fenby asked Mr. Bergeron if he was asking the Board to sign off on a non conforming lot. He stated that the lot was already non-conforming and that the approval would make the lot less non-conforming.

Mr. Fay asked if the lots were actually parcels because they do not meet the requirements to be actual lots and what would happen if his client does not get ZBA approval. Mr. Bergeron stated that they should be called parcels and if his client does not get approval from the ZBA then the subdivision would not be recorded.

Public Hearing closed at 7:40 p.m.

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

To refer to the Engineering Department for their review.

SUBDIVISION PROGRESS REPORTS

Update from City Engineer

Mr. Cullen gave the Planning Board a new subdivision update. He stated that the Country Club Estates Subdivisions developers will be retaining a bond to replace the existing subdivision bond prior to release existing bond once the roadways and municipal easements have been accepted.

Acre Bridge Estates

Mr. Garafalo, of SMC Realty Trust, is asking the Planning Board to extend his covenant date to December 31, 2009. His last extension of his covenant was until November 15, 2007.

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

To ask Mr. Garafalo to appear before the board at the May 12, 2008 meeting; put the City Solicitor on notice that Mr. Garafalos' Subdivision has lapsed and will need a new covenant; ask Mr. Cullen to provide a written report on the subdivision status.

Gristmill III

Mr. Cullen is seeking the amount of bond monies that is left to complete the subdivision and roadways. Mrs. Lizotte did check with the Comptrollers office and is still waiting for an answer.

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

To accept and file correspondence.

The Residences of Oak Crest

The City Solicitor prepared an Amended Covenant for The Residences of Oak Crest that includes an Anti-Blight clause. He has recommended that the Planning Board approves and signs the new covenant with a two year approval from signing date (April 28, 2010).

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

To accept and sign the new Amended Covenant for The Residences of Oak Crest.

PENDING SUBDIVISION PLANS: Updates and Discussion

PRELIMINARY/ OPEN SPACE SUBDIVISION SUBMITTALS

DEFINITIVE SUBDIVISION SUBMISSIONS

SCENIC ROADS

Past Scenic Roads

On the meeting of April 7, The Planning Board asked for a report of all scenic roads that was approved or denied for the past two years. Mrs. Lizotte provided the report to the Board. The Board will review the report and discuss at the next meeting.

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

To accept and file correspondence.

SIGNS

River Sign Project

The Conservation Commission has reviewed the request of the "Assabet River" Stream Sign Project. The Commission is supporting this effort to educate the public on the Assabet River.

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

To accept and file correspondence.

INFORMAL DISCUSSION

Abutters Literature

At this time there is not further information.

Subdivision Status Report

Mrs. Lizotte is working on an update subdivision status report and should have the final report by the next meeting.

COMMUNICATIONS/CORRESPONDENCE

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

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

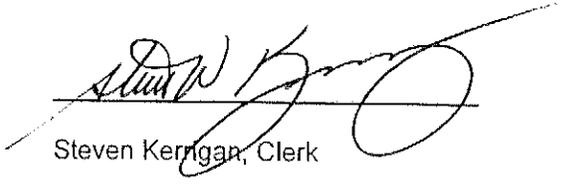
On a motion by Mr. Johnson, seconded by Mr. Kerrigan, it was duly voted:

To adjourn at 8:00 p.m.

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A TRUE COPY

ATTEST:

A handwritten signature in black ink, appearing to read "Steven Kerrigan", is written over a horizontal line. The signature is stylized and cursive.

Steven Kerrigan, Clerk

MetroWest Regional Transit Authority

Advisory Board Meeting Minutes Monday, April 14, 2008

The MetroWest Regional Transit Authority Advisory Board meeting was held on April 14, 2008 at 4:00 p.m., at the maintenance and operations facility of the MWRTA, located at 160 Waverley Street, Framingham, MA., at the call of Chairman, John Stasik, Framingham. Also in attendance were; Charles Hughes, Natick, Philip Jack, Ashland, Joseph Nolan, Wayland, Elise Marcil, Disabled Community Representative, Kristin Kiesel, Sudbury, Christopher Peck, Sherborn, Edward Carr, Administrator, and Charles Stevenson, Counsel. A quorum was declared. Audience members included, Frank Hess, from Sherborn, JoAnne Thompson, from Tommy's Taxi, and Ted Welte, from The Metowest Chamber of Commerce. A motion was made to waive the reading of the March 17, 2008 meeting minutes. It was seconded and approved. A motion was made to approve the March 17, 20008 meeting minutes. It was seconded and approved.

Administrator's Report:

- *Fixed Route Service:*

Service continues to run well. Complaints are minimal. Rolling stock, not including Natick's, is in good shape. Discussions concerning Natick's vehicles will be forthcoming.

Mr. Carr's plan is to use the 2 larger buses acquired from Nantucket Regional Transit Authority, as back-up vehicles. They were purchased for \$1,000.00 each. Some new vehicles expected at the end of the year from the Mobility Assistance Program.

- *Demand Response:*

RFP set to go out by April 15, 2008. Advertising of RFP was listed in 3 publications. Also, MART and MAP lists were used for notification. Proposals are due back by May 15, 2008.

d/z

- *ADA Implementation:*

There is ongoing communications with the MBTA regarding interfacing with the RIDE, so that transfers can be done at the RTA facility on Waverley Street. The hope is to start by July 1, 2008.

- *Capital:*

Rolling Stock is now up to 17 vehicles. The 2 newest purchases are from NRTA. Decision to purchase said vehicles was based on the condition of the vehicles, as well as the size. Search for used stock will continue until RTA is in the Mobility Assistance Program, which will then allow the RTA to acquire new yearly stock in order to replace aging stock.

- *Budget:*

MWRTA Administrator, Edward Carr, is in the process of creating a draft operating budget for FY09, which will be sent by e-mail to each board member before the next meeting.

- *Planning:*

The proposal for Eliot Street service for the Suburban Mobility Program is due to the MPO on Wednesday. MWGMC (MetroWest Growth Management Committee) has assisted the RTA with the proposal. There has been positive feedback regarding the possibilities of reverse commuting. A copy of the published article relating to the RTA, in the Worcester Business Journal was in each member's package.

The CTFS contract has not been executed as of yet. It should happen soon. Mr. Carr would like to meet and discuss fixed route service with each board member to get their input concerning their individual towns.

- *Outreach:*

Outreach to several companies continues. Michele Brooks and Michael Power of Transaction Associates are working to improve the sale of multiple ride passes. A pilot program is being developed to take advantage of all the farebox

capabilities. There is growing interest at Mathworks about reverse commuting using the proposed Eliot Street Service.

- *Southborough/Marlborough:*

The RTA received a letter from Marlborough Mayor Nancy Stevens, designating Karen Kisty as Marlborough’s MWRTA Advisory Board representative.

- *CDL Training:*

CDL (Commercial Drivers License), training is completed. Natick Neighborhood Bus drivers, except for 1, have received their CDL’s. Also participating in the training and receiving their licenses were some current and potential First Transit employees, as well as Mr. Carr and Ms. Willens.

- *Research:*

The MWRTA and Google began collaborating on a program called, “Trip Planner”. It will enable a rider to plan their trip using the RTA buses, as well as incorporating other transportation modes. The MWRTA will be the first in the nation to combine real time bus information with the trip planner option. Experimentation to include the commuter rail is also ongoing.

- *Disabled Community:*

Mr. Carr is now a board member of The MetroWest Center for Independent Living.

- *Marketing:*

Interviews are set to begin to explore the possibility of hiring a marketing firm. Mr. Carr would like to see what marketing options are available and at what expense.

- *Comments on Administrators Report:*

Mr. Hughes asked if the size of the larger buses would impact what type of license would be needed. The answer was no. The current CDL licenses are sufficient. Mr. Hughes also inquired as to the diesel costs and the impact on the budget. Mr. Carr told the board that the larger buses were intended to be used

infrequently. Mr. Dalphonse, General Manager of First Transit, stated that the buses were in good shape.

Mr. Stasik wanted clarification on the current rolling stock inventory. Mr. Carr told the board that the RTA currently has the 10 new buses acquired from the Mobility Assistance Program, in use for the fixed route service, 5 used buses from Brocton Area Transit, for use as back-up vehicles, and 2 used larger buses from the Nantucket Regional Transit Authority for use when a larger vehicle with more seat capacity may be needed. The fleet currently has 17 vehicles in total. Daily fuel cost is approximately \$100.00 a day per vehicle. The Gas station being used is next door, which makes it convenient for the drivers. The station also gives the RTA a small rebate towards the cost. The State also refunds the cost of the state tax on fuel.

Ridership data:

In each members package was the ridership breakdown for February and March. Mr. Carr stated what each route serviced. Route 2 and 3 services the Framingham/Nobscot area, Route 5 the Hopkinton/Ashland area, Route 6 and 6A Milford/Holliston/Ashland, Route 7 and 7A services Marlborough, and Route 9 services from Rte. 9 in Southborough, to the Natick Mall, and West Natick T station. Natick Neighborhood bus ridership was also included. Mr. Carr mentioned that when the fareboxes are fully operational the numbers will be more accurate.

Council on Aging Demand Response service:

Mr. Carr talked about the individual towns COA's, and their relationships with the RTA. He stated that the RTA will supplement the current services now being offered by the COA's. He also talked about being responsible for replacing the current service now being provided in Marlborough by AVCOA (Assabet Valley Council on Aging) and Busy Bee Transportation. Mr. Carr stated that some COA's will be more involved than others with providing transportation services, and that it was up to that individual COA to determine the extent of their involvement.

Mr. Stevenson stated that the MWRTA will probably enter into multiple contracts for demand response service. That service will be brokered centrally by First Transit, from the RTA's operations and maintenance facility. Mr. Stevenson clarified "Charter service". He told the board that Charter is the use of a vehicle for a dedicated group, and that the MWRTA cannot offer Charter service. He also stated that trips for shopping excursions for example, are not considered charter as long as no one is excluded from taking those trips. A copy of the demand response RFP will be sent to each board member.

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FY08 Budget:

A copy of the FY08 budget will be sent to John Stasik. Mr. Carr stated that even given the increase cost of fuel, he felt the RTA FY08 budget was still on target.

Marketing:

Mr. Stasik asked what tools were available to the public so as to inform them of the RTA's services. Mr. Carr stated that the RTA's website was a good way that the authority markets its services. He also reminded the board that the RTA was starting interviews with marketing firms. There was some discussion on how to outreach schedules to the public and various agencies.

Disabled Community Representative for '09:

There was discussion on the way that the board will choose the next Disabled Community Representative. Mr. Carr told the board that the representative has to come from a different town each 1 year term. It is the pleasure of the board on how to choose which town would be next. The person must be a resident from that town. The board decided to use the revolving system by the order of when each town joined the RTA. A motion was made by Charles Hughes to allow Ashland to choose the representative for the next term, it was seconded, and approved, unanimously. Ashland has until the next meeting to present the candidate.

Marlborough:

A motion was made by Charles Hughes, and seconded, and moved by Joseph Nolan, to discuss the acceptance of Marlborough as a member of the MWRTA. The board wanted to know what, if any reasons there would be for not allowing Marlborough to join. Mr. Carr stated that he felt that Marlborough joining was good for the RTA. Mr. Carr gave some history about Marlborough's input in forming a Metrowest RTA. Mr. Stasik remarked that Marlborough was a key job center for Metrowest. Mr. Carr stated that Marlborough was also part of MAPC. Mr. Stevenson mentioned that without Marlborough as a member, future funding for the fixed route service in Marlborough would not be available. Mr. Ted Welte stated that the Marlborough Chamber of Commerce has worked hard in the process of creating the MWRTA. Mr. Carr reminded the board that Marlborough also brings to the RTA their local assessment and state contract assistance funds. It was also stated that Congressman McGovern, a transportation advocate, would now be a part of the discussion to secure funding, and providing an increase in transit service to the region.

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There being no further discussion, the board voted unanimously to allow Marlborough to become the newest member of the MWRTA.

In *other business*, the subject of providing service to Milford and Hudson was discussed. Mr. Carr commented on an article in the MWDN, in which a gentleman wishing to live in Hudson and work in Framingham was unable to find transportation. He stated that because Milford and Hudson do not, and never have, paid local assessments, that they would have to pay out of their town budgets to be part of the MWRTA transportation system. He felt that because of current fiscal restraints on all communities that it most likely would not happen. The board briefly discussed changing future meeting times.

The next meeting was scheduled for Monday, June 2, 2008 at 4:00 p.m.

A motion to adjourn was made at 5:30 p.m.; it was seconded, and approved.

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Certificate

The undersigned being the duly qualified clerk of the MetroWest Regional Transit Authority Advisory Board, acknowledges that the foregoing minutes accurately reflect the actions taken at a legally convened meeting of the Advisory Board held on April 14, 2008.

Carl Damigella, Holliston