

# CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Finance Committee

Date: May 2, 2016

Time: 7:00 PM

Location: City Council Chamber, 2<sup>nd</sup> Floor, City Hall, 140 Main Street

Agenda Items to be addressed:

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 APR 27 P 1:01

1. 04-25-2016 – **Order No. 16-1006534:** Communication from the Mayor re: Downtown Economic Development transfer requests in the amount \$650,000.00 each which moves funds from Undesignated to Capital Outlay-Downtown and Stabilization-Downtown for downtown economic development.
2. 04-25-2016 – **Order No. 16-1006535:** Communication from the Mayor re: transfer request in the amount of \$43,500.00 which moves funds from Undesignated to Stabilization-Open Space to shift revenues from Wireless Antenna receipts from FY15.
3. 04-25-2016 – **Order No. 16-1006536:** Communication from the Mayor re: Miscellaneous Salary Item transfer requests in the amount of \$20,714.00 which moves funds from City Collector to various salary line items as indicated on the attached spreadsheet to balance salary accounts for the remainder of this fiscal year.
4. 04-25-2016 – **Order No. 16-1006537:** Communication from the Mayor re: Recreation Department transfer request in the amount of \$10,480.00 which moves funds from Events Coordinator to Director and Sick Leave Buy Back accounts due to a retirement in the Recreation Department.
5. 04-25-2016 – **Order No. 16-1006538:** Communication from the Mayor re: Rescinding Various Bonds totaling more than \$13,000,000.00 as they are no longer available to be bonded for the associated projects and will further strengthen the City's position financially.
6. 04-25-2016 – **Order No. 16-1006539:** Communication from the Mayor re: Legislative Earmark Grant in the amount of \$250,000.00 awarded to DPW in which the funds will be used for various park projects.
7. 04-25-2016 – **Order No. 16-1006540:** Communication from the Mayor re: The City's Apportionment of FY17, Chapter 90 Funds in the amount of \$1,119,210.00 in which the funds will be used for road infrastructure projects.
8. 04-04-2016 – **Order No. 16-1006512:** Fire Department transfer request in the amount of \$33,351.29 which moves funds from Reserve for Salaries to Sick Leave Buy Back to fund the balance of sick leave buy back pertinent to a retiring employee.
9. Continued Review – **Order No. 15-1006349:** The City Council review with the Mayor and City Auditor the Year to Date Budget Report for all gifts, grants, donations and capital accounts for City and Schools for fiscal year 2015.

THE LISTING OF TOPICS THAT THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING IS NOT INTENDED AS A GUARANTEE OF THE TOPICS THAT WILL HAVE BEEN DISCUSSED. NOT ALL TOPICS LISTED MAY IN FACT BE DISCUSSED, AND OTHER TOPICS NOT LISTED MAY ALSO BE BROUGHT UP FOR DISCUSSION TO THE EXTENT PERMITTED BY LAW.

The public should take due notice that the Marlborough City Council may have a quorum in attendance due to Standing Committees of the City Council consisting of both voting and non-voting members. However, members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the Standing Committee.

Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.



# IN CITY COUNCIL

Marlborough, Mass., \_\_\_\_\_

APRIL 25, 2016

**ORDERED:**

That the Communication from the Mayor re: Downtown Economic Development transfer requests in the amount \$650,000.00 each which moves funds from Undesignated to Capital Outlay-Downtown and Stabilization-Downtown for downtown economic development, be and is herewith refer to **FINANCE COMMITTEE.**

CITY OF MARLBOROUGH BUDGET TRANSFERS -											
DEPT:		Mayor				FISCAL YEAR:		2016			
Available Balance		FROM ACCOUNT:				TO ACCOUNT:		Available Balance			
Amount	Org Code	Object	Account Description:			Amount	Org Code	Object	Account Description:	Available Balance	
\$4,896,252.00			\$650,000.00	10000	35900	Undesignated Fund	\$650,000.00	83600	32700	Stabilization-Downtown	\$0.00
	Reason:				Mitigation funds received to date from Avalon Bay and Crabtree Lake Williams to be used for downtown economic development.						
	Reason:										
	Reason:										
	Reason:										
			\$650,000.00	Total			\$650,000.00	Total			

**ADOPTED**

**ORDER NO. 16-1006534**



RECEIVED  
CLERK'S OFFICE  
MARLBOROUGH

APR 21 A 11:19

*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  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

April 21, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Transfer Request – Downtown Economic Development**

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval a transfer request in the amount of \$650,000 to move mitigation funds for the Avalon Bay and Lake Williams projects into a new fund to be used for downtown economic development.

As the City Council was the body that required these payments, I will defer to your preference on the type of account these funds are transferred into. I have drafted two transfer sheets, one that creates a Capital Outlay Account and one that creates a Stabilization Account for Downtown Marlborough.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2016

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$4,896,252.00</u>	<u>\$650,000.00</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$650,000.00</u>	<u>19300006</u>	<u>57806</u>	<u>Capital Outlay-Downtown</u>	<u>\$0.00</u>
	Reason:	_____				Mitigation funds received to date from Avalon Bay and Crabtree Lake Williams to be used for downtown economic development.			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
	\$650,000.00	Total			\$650,000.00	Total			

Department Head signature: \_\_\_\_\_

Auditor signature: \_\_\_\_\_

Comptroller signature: \_\_\_\_\_

*[Handwritten Signature]*  
*[Handwritten Signature]*  
*[Handwritten Signature]*

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2016

FROM ACCOUNT:

TO ACCOUNT:

Available  
Balance

Amount

Org Code

Object

Account Description:

Amount

Org Code

Object

Account Description:

Available  
Balance

\$4,896,252.00

\$650,000.00

10000

35900

Undesignated Fund

\$650,000.00

83600

32700

Stabilization-Downtown

\$0.00

Reason:

Mitigation funds received to date from Avalon Bay  
and Crabtree Lake Williams to be used for  
downtown economic development.

Reason:

Reason:

Reason:

\$650,000.00

Total

\$650,000.00

Total

Department Head signature:

Auditor signature:

Comptroller signature:

[Signature]  
[Signature]  
[Signature]





RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 APR 21 A 11:11

# 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  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

9  
*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

April 21, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Transfer Request – Antenna Receipts**

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval a transfer request in the amount of \$43,500.00 to move revenues from wireless antenna receipts from Fiscal Year 2015 into the Open Space Stabilization Account.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2016

FROM ACCOUNT:

TO ACCOUNT:

Available  
Balance

Amount

Org Code

Object

Account Description:

Amount

Org Code

Object

Account Description:

Available  
Balance

\$4,896,252.00

\$43,500.00

10000

35900

Undesignated Fund

\$43,500.00

83600

32918

Stabilization-Open Space

\$971,843.80

Reason: To transfer annual wireless antennae payments received by the City in fiscal year 2015 to Open Space Stabilization

Reason:

Reason:

Reason:

Reason:

\$43,500.00

Total

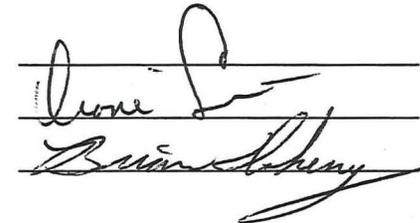
\$43,500.00

Total

Department Head signature:

Auditor signature:

Comptroller signature:





# IN CITY COUNCIL

Marlborough, Mass.,

APRIL 25, 2016

**ORDERED:**

That the Communication from the Mayor re: Miscellaneous Salary Item transfer requests in the amount of \$20,714.00 which moves funds from City Collector to various salary line items as indicated on the attached spreadsheet to balance salary accounts for the remainder of this fiscal year, be and is herewith refer to **FINANCE COMMITTEE**.

CITY OF MARLBOROUGH BUDGET TRANSFERS -									
DEPT:		Various				FISCAL YEAR:		2016	
Available Balance	Amount	FROM ACCOUNT:	TO ACCOUNT:	Account Description:	Amount	Account Description:	Available Balance		
		Org Code	Object			Org Code	Object		
\$30,104.45	\$20,714.00	11440001	50042	City Collector	\$2,079.00	11110003	50070	City Councilors	\$33,072.20
	Reason:	Position vacant for a period of time.				To fund various salary accounts thru year-end			
					\$4,100.00	11920001	50690	Foreman-Public Fac	\$9,021.86
					\$1,035.00	12100003	50540	Chief Dispatcher	\$9,239.78
					\$980.00	12200001	50130	Fire Chief	\$26,482.85
					\$1,805.00	12410001	50090	Bldg Commissioner	\$15,607.37
					\$3,450.00	12410001	50260	Local Inspector	\$18,406.13
					\$340.00	12410001	50370	Plumbing Inspector	\$12,432.76
					\$500.00	12410001	50380	Electrical Inspector	\$6,073.09
					\$1,500.00	15120001	50390	Nurse	\$10,139.07
					\$1,425.00	15120001	50605	Dir of Public Health	\$14,219.14
					\$1,500.00	15120001	50611	Asst Sanitarian	\$17,353.44
					\$2,000.00	12100003	51120	Crossing Guards	\$3,841.07
	\$20,714.00	Total			\$20,714.00	Total			

ADOPTED

ORDER NO. 16-1006536



*City of Marlborough*  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 APR 21 A 11:18  
*Office of the Mayor*

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EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

April 21, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Transfer Request – Miscellaneous Salary Lines**

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval a transfer request in the amount of \$20,714.00 to fund miscellaneous salary lines and balance these accounts for the remainder of the fiscal year.

If you have any questions or comments, please do not hesitate to contact me or Diane Smith.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Various

FISCAL YEAR: 2016

FROM ACCOUNT:

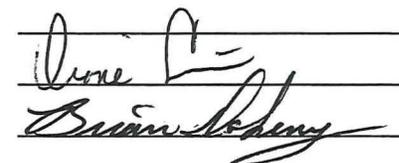
TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$30,104.45</u>	<u>\$20,714.00</u>	<u>11440001</u>	<u>50042</u>	<u>City Collector</u>	<u>\$2,079.00</u>	<u>11110003</u>	<u>50070</u>	<u>City Councilors</u>	<u>\$33,072.20</u>
	Reason:	<u>Position vacant for a period of time.</u>				To fund various salary accounts thru year-end			
					<u>\$4,100.00</u>	<u>11920001</u>	<u>50690</u>	<u>Foreman-Public Fac</u>	<u>\$9,021.86</u>
					<u>\$1,035.00</u>	<u>12100003</u>	<u>50540</u>	<u>Chief Dispatcher</u>	<u>\$9,239.78</u>
					<u>\$980.00</u>	<u>12200001</u>	<u>50130</u>	<u>Fire Chief</u>	<u>\$26,482.85</u>
					<u>\$1,805.00</u>	<u>12410001</u>	<u>50090</u>	<u>Bldg Commissioner</u>	<u>\$15,607.37</u>
					<u>\$3,450.00</u>	<u>12410001</u>	<u>50260</u>	<u>Local Inspector</u>	<u>\$18,406.13</u>
					<u>\$340.00</u>	<u>12410001</u>	<u>50370</u>	<u>Plumbing Inspector</u>	<u>\$12,432.76</u>
					<u>\$500.00</u>	<u>12410001</u>	<u>50380</u>	<u>Electrical Inspector</u>	<u>\$6,073.09</u>
					<u>\$1,500.00</u>	<u>15120001</u>	<u>50390</u>	<u>Nurse</u>	<u>\$10,139.07</u>
					<u>\$1,425.00</u>	<u>15120001</u>	<u>50605</u>	<u>Dir of Public Health</u>	<u>\$14,219.14</u>
					<u>\$1,500.00</u>	<u>15120001</u>	<u>50611</u>	<u>Asst Sanitarian</u>	<u>\$17,353.44</u>
					<u>\$2,000.00</u>	<u>12100003</u>	<u>51120</u>	<u>Crossing Guards</u>	<u>\$3,841.07</u>
	<u>\$20,714.00</u>	Total			<u>\$20,714.00</u>	Total			

Department Head signature:

Auditor signature:

Comptroller signature:





# IN CITY COUNCIL

APRIL 25, 2016

Marlborough, Mass., \_\_\_\_\_

**ORDERED:**

That the Communication from the Mayor re: Recreation Department transfer request in the amount of \$10,480.00 which moves funds from Events Coordinator to Director and Sick Leave Buy Back accounts due to a retirement in the Recreation Department, be and is herewith refer to **FINANCE COMMITTEE.**

**Councilor Oram recused.**

CITY OF MARLBOROUGH BUDGET TRANSFERS --									
DEPT:		Recreation				FISCAL YEAR:		2016	
FROM ACCOUNT:						TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$18,594.00	\$10,480.00	14920003	50999	Events Coordinator	\$5,480.00	14920001	50110	Director	\$2,911.73
	Reason:	Position filled late in the year						Retirement. Vacation payout	
					\$5,000.00	14920003	51920	Sick Leave BuyBack	\$9.68
								Retirement. Sick leave payout.	
	Reason:								
	Reason:								
	Reason:								
	Reason:								
	\$10,480.00	Total			\$10,480.00	Total			

**ADOPTED**

ORDER NO. 16-1006537



RECEIVED  
CITY CLERK'S OFFICE  
OF MARLBOROUGH  
APR 21 A 11:19

*City of Marlborough*  
*Office of the Mayor*

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11  
*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

April 21, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Transfer Request – Recreation Department**

Honorable President Clancy and Councilors:

Please find attached for your review and approval a transfer in the amount of \$10,480.00 for the Recreation Department.

David Grasso recently retired from his position as the Recreation Director. I would like to thank Dave for his years of service and dedication to the Marlborough community.

I am also pleased to inform you that the Recreation Commission recently voted to promote Chuck Thebado to Recreation Director, effective April 4, 2016. Mr. Thebado will do a great job as Recreation Director and I look forward to continue working with him.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

*Man  
Recused  
fin*

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Recreation

FISCAL YEAR: 2016

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$18,594.00</u>	<u>\$10,480.00</u>	<u>14920003</u>	<u>50999</u>	<u>Events Coordinator</u>	<u>\$5,480.00</u>	<u>14920001</u>	<u>50110</u>	<u>Director</u>	<u>\$2,911.73</u>
	Reason:	<u>Position filled late in the year</u>				<u>Retirement. Vacation payout</u>			
					<u>\$5,000.00</u>	<u>14920003</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$9.68</u>
						<u>Retirement. Sick leave payout.</u>			
	Reason:	_____				_____			
	Reason:	_____				_____			
	Reason:	_____				_____			
	Reason:	_____				_____			
	<u>\$10,480.00</u>	Total			<u>\$10,480.00</u>	Total			

Department Head signature:

Auditor signature:

Comptroller signature:




# IN CITY COUNCIL

Marlborough, Mass., APRIL 25, 2016

## ORDERED:

That the Communication from the Mayor re: Rescinding Various Bonds totaling more than \$13,000,000.00 as they are no longer available to be bonded for the associated projects and will further strengthen the City's position financially, be and is herewith refer to **FINANCE COMMITTEE.**

ADOPTED

ORDER NO. 16-1006538



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 APR 21 A 11 19

*City of Marlborough*  
*Office of the Mayor*

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12  
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*Patricia Bernard*  
EXECUTIVE SECRETARY

April 21, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Rescinding of Various Bonds**

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval an order to rescind various bonds totaling more than \$13 million.

As the letter from Comptroller/Treasurer Brian Doheny indicates, rescinding these bonds will strengthen the City's position financially by lowering the amount of debt authorized and outstanding. Additionally, the amounts remaining on these bonds are no longer available to be bonded for the associated projects.

The draft order was reviewed by Bond Counsel and by the Legal Department.

If you have any questions or comments, please do not hesitate to contact me or Brian Doheny.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures



*City of Marlborough*  
*Office of the Comptroller*

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3731 Facsimile (508) 481-5180

April 20, 2016

Dear Mayor Vigeant:

I respectfully request that the City rescind the attached list of bonds totaling more than \$13 million. I am requesting this because the amounts remaining are no longer available to be bonded for those particular projects. The rescinding of the bonds will also strengthen the City's position financially by lowering the amount of debt authorized and outstanding. If you have any additional questions please let me know.

Respectfully,

Brian Doheny  
Comptroller / Treasurer

ORDERED:

That the City Council of the City of Marlborough hereby rescinds previously authorized but unissued amounts of the following described loan orders, which are henceforth of no further force or effect:

the \$110,000 balance of the \$110,000 authorized to be borrowed to pay costs of park reconstruction, duly adopted by order of this Council and approved by the Mayor on October 4, 2010;

the \$464 balance of the \$810,464 authorized to be borrowed to pay costs of fire department equipment, duly adopted by order of this Council and approved by the Mayor on July 1, 2008;

the \$494 balance of the \$3,923,613 authorized to be borrowed to pay costs of street construction, duly adopted by order of this Council and approved by the Mayor on July 1, 2008;

the \$12,509,021 balance of the \$33,700,000 authorized to be borrowed to pay costs of waste water treatment plant upgrades, duly adopted by order of this Council and approved by the Mayor on June 11, 2008;

the \$172,400 balance of the \$200,000 authorized to be borrowed to pay costs of water meters, duly adopted by order of this Council and approved by the Mayor on September 26, 2006;

the \$57,000 balance of the \$507,000 authorized to be borrowed to pay costs of water mains, duly adopted by order of this Council and approved by the Mayor on September 19, 2006;

the \$220,600 balance of the \$220,600 authorized to be borrowed to pay costs of water department equipment, duly adopted by order of this Council and approved by the Mayor on September 19, 2006;

the \$700 balance of the \$983,700 authorized to be borrowed to pay costs of water construction, duly adopted by order of this Council and approved by the Mayor on January 16, 1997;

the \$400 balance of the \$2,500,000 authorized to be borrowed to pay costs of sewer construction, duly adopted by order of this Council and approved by the Mayor on July 24, 1997;

the \$6,500 balance of the \$172,000 authorized to be borrowed to pay costs of drainage construction, duly adopted by order of this Council and approved by the Mayor on September 14, 1995;

the \$17,900 balance of the \$1,492,000 authorized to be borrowed to pay costs of sewer construction, duly adopted by order of this Council and approved by the Mayor on October 3, 1995;

the \$912 balance of the \$455,912 authorized to be borrowed to pay costs of departmental equipment, duly adopted by order of this Council and approved by the Mayor on November 30, 2000;

the \$75,000 balance of the \$3,500,000 authorized to be borrowed to pay costs of water improvements, duly adopted by order of this Council and approved by the Mayor on September 1, 1992;

the \$139,962 balance of the \$2,000,000 authorized to be borrowed to pay costs of watershed land acquisition, duly adopted by order of this Council and approved by the Mayor on May 27, 1993;

the \$27,000 balance of the \$417,000 authorized to be borrowed to pay costs of public facility improvements, duly adopted by order of this Council and approved by the Mayor on October 31, 1994;

the \$35 balance of the \$147,035 authorized to be borrowed to pay costs of the Florence Street drains, duly adopted by order of this Council and approved by the Mayor on June 14, 2005;

the \$500 balance of the \$200,000 authorized to be borrowed to pay costs of cemetery plot development, duly adopted by order of this Council and approved by the Mayor on August 26, 1999; and

the \$500 balance of the \$42,500 authorized to be borrowed to pay costs of parks and cemetery equipment, duly adopted by order of this Council and approved by the Mayor on January 14, 1999.

ADOPTED  
In City Council  
Order No. 16-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



# IN CITY COUNCIL

Marlborough, Mass., APRIL 25, 2016

## ORDERED:

That the Communication from the Mayor re: Legislative Earmark Grant in the amount of \$250,000.00 awarded to DPW in which the funds will be used for various park projects, be and is herewith refer to **FINANCE COMMITTEE.**

ADOPTED

ORDER NO. 16-1006539



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 APR 21 A 11:11

# City of Marlborough Office of the Mayor

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*Arthur G. Vigeant*  
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April 21, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Grant Acceptance – Department of Public Works**

Honorable President Clancy and Councilors:

I have enclosed for your approval a grant for the Department of Public Works in the form of a legislative earmark that was filed by Senator Jamie Eldridge. On behalf of the City of Marlborough, Senator Eldridge filed this budget amendment that appropriated \$250,000 in state funds to the City of Marlborough to be spent on parks and playgrounds.

I would like to thank Senator Eldridge for his advocacy and our entire legislative delegation for their work on behalf of Marlborough residents.

Commissioner Ghiloni will use these funds on the various parks projects DPW is performing this summer.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: Department of Public Works DATE: 4/13/2016

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: John Ghiloni

NAME OF GRANT: Legislative Earmark

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$250,000.00

GRANT PERIOD: FY2016

SCOPE OF GRANT/  
ITEMS FUNDED park and playground projects in the City of Marlborough  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

IS A POSITION BEING  
CREATED: No  
\_\_\_\_\_

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? No

ARE MATCHING CITY  
FUNDS REQUIRED? No

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:  
N/A  
\_\_\_\_\_

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS  
TO BE USED:  
N/A  
\_\_\_\_\_

ANY OTHER EXPOSURE TO CITY?  
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: \_\_\_\_\_  
No

**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 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) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under Guidance For Vendors - Forms or [www.mass.gov/osd](http://www.mass.gov/osd) under OSD Forms.

<b>CONTRACTOR LEGAL NAME:</b> City of Marlborough (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Conservation and Recreation <b>MMARS Department Code:</b> DCR	
<b>Legal Address: (W-9, W-4,T&amp;C):</b> 140 Main Street, Marlborough, MA 01752		<b>Business Mailing Address:</b> 251 Causeway Street Suite 600 Boston MA 02114	
<b>Contract Manager:</b> John Ghiloni, Commissioner of Public Works		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> jghiloni@marlborough-ma.gov		<b>Contract Manager:</b> Claire D'Angelo	
<b>Phone:</b> 508-624-6910 x33101	<b>Fax:</b>	<b>E-Mail:</b> claire.dangelo@state.ma.us	
<b>Contractor Vendor Code :</b> VC6000192111		<b>Phone:</b> 617-626-1457	<b>Fax:</b> 617-626-1449
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001_		<b>MMARS Doc ID(s):</b>	
(Note: The Address ID must be set up for <u>EFT</u> payments.)		<b>RFR/Procurement or Other ID Number:</b>	
<u>NEW CONTRACT</u>		<u>CONTRACT AMENDMENT</u>	
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (Includes State or Federal grants <u>815 CMR 2.00</u> ) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input checked="" type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal Exemption or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <u>COMMONWEALTH TERMS AND CONDITIONS</u> (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>250,000.00</u>			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify exemption: ___ statutory/legal or Ready Payments ( <u>G.L. c. 29, § 23A</u> ); ___ federal grant/trust; ___ initial payment (subsequent payments must be scheduled to support payee cash flow needs and standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation.) Not less than \$250,000 shall be expended for park and playground projects in the city of Marlborough			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below subject to any required approvals) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30</u> , 20 <u>16</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATORY FOR THE CONTRACTOR:</b>		<b>AUTHORIZING SIGNATORY FOR THE COMMONWEALTH:</b>	
X:  Date: <u>4/12/16</u> (Signature and Date Must Be Handwritten At Time of Signature)		X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Arthur G. Vigeant</u>		Print Name: _____	
Print Title: <u>Mayor</u>		Print Title: _____	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and 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.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) 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.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as It appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 10991 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Payment Remittance Address:** Enter the address other than the Legal Address for payments which must match the remittance address on the W-9 submitted by the Contractor. All Contractor payments are made via EFT in accordance with the Bill Paying Policy.

**Contractor Contract Manager:** Enter 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 written approval of the Department. If the Contract is posted on Comm-PASS, the Contract Manager must be listed on the Vendor Section tab.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Legal notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which MUST be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code, assigned to this Commonwealth Department in the state accounting system.

**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 legal notice.

**Department Billing Address:** Enter the Billing Address or email 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 Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department 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(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other

reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

**NEW CONTRACTS (left side of Form):**

**Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)**

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other Exemption.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

**CONTRACT AMENDMENT (Right Side of Form)**

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc Ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy."

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. 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. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other Exemption.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

## COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify the exemption: (1) statutory/legal/Ready Payments (2) federal grant/trust or (3) Initial state grant or entitlement payments for start up costs. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract 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. Enter "Multi-User Departmental procurement" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. 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, program or the Contractor. If multi-Department user Contract, identify multi-Department use is allowable

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract or Contract Amendment may be incurred, either as of the Effective Date (latest signature date and of any required approvals) a LATER date, or if the performance has already been incurred PRIOR to the Effective Date by selecting the appropriate option. In the event obligations have been incurred by the Contractor prior to the Effective Date, the Contract must include detailed supporting documentation of performance made prior to the Effective date (including during a lapse between a Contract expiration and Contract Amendment) or the terms and process for eligible reimbursements after performance has been made by the Contractor (e.g., grant program). Proof of eligible reimbursement program must be attached. For Settlements, the parties agree to resolve payment for performance made outside the scope of the Contract (prior to Effective date or after termination date) which releases the Commonwealth from further obligations for the identified performance. This Amendment option is used in lieu of the Settlement and Release Form. Settlement payments are included under the same encumbrance and object codes as the Contract. Performance dates are subject to G.L. c.4, § 9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation

document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**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 on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the Contractor Authorized Signatory Listing.

**Authorizing Signature For Commonwealth/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 Start Date". Rubber stamps, typed or other images are not accepted. The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" which purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste,

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are 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; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 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.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the Commonwealth Bill Paying Policy. Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to G.L. c. 29 § 26, § 27 and § 29, Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by G.L. c. 29, § 9C. A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to G.L. c. 7A, s. 3 and 815 CMR 9.00. Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; State tax laws including but not limited to G.L. c. 62C, G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-11; New Independent Contractor Provisions and applicable TIRs.

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** 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 at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or 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 certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest 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.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including 31 USC 1352; other federal requirements; Executive Order 11246; Air Pollution Act; Federal Water Pollution Control Act and Federal Employment Laws.

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor is required to comply with G.L. c. 93I for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) Information Technology Division (ITD) Protection of Sensitive Information, provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the Payment Card Industry Council Standards and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to G.L. c. 214, s. 3B.

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the Secretary of the Commonwealth, the Office of the Attorney General or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); 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. 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 and the Federal Family and Medical Leave Act.

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C Sec. 12,101, et seq., 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 98A, 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 or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP SmartBid subscription process at: [www.comm-pass.com](http://www.comm-pass.com) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets

## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract 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.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

## EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**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, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**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 (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, 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 (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family 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.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies" (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"); (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A. **Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). **Executive Order 524** (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). **Executive Order 523** (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits 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, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



# IN CITY COUNCIL

Marlborough, Mass., APRIL 25, 2016

## ORDERED:

That the Communication from the Mayor re: The City's Apportionment of FY17, Chapter 90 Funds in the amount of \$1,119,210.00 in which the funds will be used for road infrastructure projects, be and is herewith refer to **FINANCE COMMITTEE.**

ADOPTED

ORDER NO. 16-1006540



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 APR 21 A 11:19

# 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  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

1 \$  
*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

April 21, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Chapter 90 Funds**

Honorable President Clancy and Councilors:

Please find attached a letter from Governor Baker and Lieutenant Governor Polito regarding the City's apportionment of Fiscal Year 2017 Chapter 90 funds. No City Council action is necessary.

The City's apportionment of Chapter 90 funds for Fiscal Year 2017 is \$1,119,210. The bond authorization bill to fund this year's appropriation for Chapter 90 was approved by the Legislature this month and signed by Governor Baker on April 14, 2016. As always, I appreciate the Governor's efforts on behalf of Marlborough – his office has been accessible and supportive of Marlborough since he took office. I also want to thank our legislative delegation for their approval of funding for the Chapter 90 program.

Commissioner Ghiloni and the Public Works Department will put these funds to good use on road infrastructure projects across the City.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,



Arthur G. Vigeant  
Mayor

Enclosure

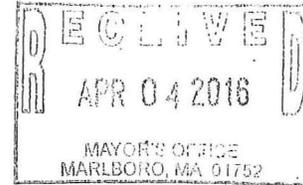


Charles D. Baker, Governor  
Karyn E. Polito, Lieutenant Governor  
Stephanie Pollack, MassDOT Secretary & CEO

**massDOT**  
Massachusetts Department of Transportation

March 30, 2016

Mayor Arthur Vigeant  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752



Dear Mayor Vigeant:

We are pleased to inform you that the Chapter 90 local transportation aid funding for Fiscal Year 2017 will total \$200 million statewide.

This letter certifies that, pending final passage of the bond authorization, the Fiscal Year 2017 Chapter 90 apportionment for City of Marlborough is **\$1,119,210**. This apportionment will automatically be incorporated into your existing 10-Year Chapter 90 contract, which will be available on the MassDOT website <http://www.massdot.state.ma.us/chapter90>.

We recognize that the Chapter 90 program is an integral part of maintaining and enhancing your community's infrastructure and is an essential component of our joint partnership. We look forward to working with you in the coming years to continue the success of this program.

Please feel free to contact MassDOT Capital Budget Director Matthew Bamonte at (857) 368-9151 with any questions you may have regarding the Chapter 90 program.

Sincerely,

Charles D. Baker  
Governor

Karyn E. Polito  
Lieutenant Governor



# IN CITY COUNCIL

Marlborough, Mass., APRIL 4, 2016

**ORDERED:**

That the Fire Department transfer request in the amount of \$33,351.29 which moves funds from Reserve for Salaries to Sick Leave Buy Back to fund the balance of sick leave buy back pertinent to a retiring employee, be and is herewith refer to **FINANCE COMMITTEE.**

### CITY OF MARLBOROUGH BUDGET TRANSFERS -

DEPT:		Various				FISCAL YEAR:		2016			
Available Balance		FROM ACCOUNT:				TO ACCOUNT:				Available Balance	
	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:			Balance
\$2,092,330.17	\$215,891.00	13900006	53280	Assabet Regional Voc School	\$12,000.00	12410001	50970	Asst Wring Inspector			\$1,575.00
	Reason:	Assessment lowered due to Local Aid increase						To cover upcoming inspections due to large projects			
\$105,697.00	\$99,697.00	11940006	51770	Retirement	\$5,000.00	12410001	50960	Asst Plumbing Inspector			\$480.00
	Reason:	Funds available due to one 7/1/2015 payment						To cover upcoming inspections due to large projects			
\$43,683.00	\$43,683.00	13100003	51770	Retirement	\$275,000.00	60080004	53110	Legal Services - Sewer			\$1,000.00
	Reason:	Funds available due to one 7/1/2015 payment						To cover various legal services thru year end			
\$417,530.00	\$82,729.00	60075206	59050	Interest Expense - Sewer	\$150,000.00	11920006	52120	Electricity			\$541,099.00
	Reason:	Funds available						To restore cut funds needed for remaining FY16			
	\$442,000.00	Total			\$442,000.00	Total					

**ADOPTED**

ORDER NO. 16-1006512



# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

2016 MAR 31 A 11:03

140 Main Street

Marlborough, Massachusetts 01752

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

[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

6  
*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

March 31, 2016

City Council President Edward J. Clancy  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

FIN

### Re: Transfer Request – Marlborough Fire Department

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval a transfer request for the Marlborough Fire Department. This transfer is required to fund the balance of a sick leave buy back for a retirement.

I have enclosed a cover letter from Chief Kevin Breen and a transfer sheet.

If you have any questions, please do not hesitate to contact me or Chief Breen.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



**City of Marlborough**  
**FIRE DEPARTMENT**  
**215 MAPLE STREET**  
**MARLBOROUGH, MASSACHUSETTS 01752**

March 29, 2016

Arthur G. Vigeant, Mayor  
City Hall  
140 Main Street  
Marlborough, Ma. 01752

Re: Transfer Request

Dear Mayor Vigeant,

I am submitting for your approval a transfer request to fund the balance of a sick leave buy back payment for a retirement. Retirements are not figured into our line items therefore, I respectfully request the following:

1. \$33,351.29 from 11990006-57820 (Reserve for Salaries) to 12200003-51920 (Sick Leave Buy Back.)

Our Sick Leave Buy Back account has a balance of \$4,428.91; the requested amount will fund the balance that is due to the retiring employee.

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

Sincerely,

A handwritten signature in black ink that reads "Kevin Breen". The signature is written in a cursive style.

Kevin J. Breen  
Fire Chief





## IN CITY COUNCIL

Marlborough, Mass., DECEMBER 7, 2015

### ORDERED:

That the City Council review with the Mayor and City Auditor the Year to Date Budget Report for all gifts, grants, donations and capital accounts for City and Schools for fiscal year 2015, be and is herewith **BE CARRIED OVER TO THE 2016/2017 LEGISLATIVE SESSION.**

ADOPTED

ORDER NO. 15-1006349A



## IN CITY COUNCIL

Marlborough, Mass., OCTOBER 19, 2015

### ORDERED:

That the City Council review with the Mayor and City Auditor the Year to Date Budget Report for all gifts, grants, donations and capital accounts for City and Schools for fiscal year 2015, be and is herewith refer to **FINANCE COMMITTEE**.

ADOPTED

ORDER NO. 15-1006349

Lisa Thomas

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//

**From:** City Council  
**Sent:** Tuesday, October 13, 2015 2:11 PM  
**To:** Lisa Thomas  
**Cc:** Katie Robey  
**Subject:** Fwd: item for CC October 19 agenda from Councilor Robey

That the City Council review with the Mayor and City Auditor the Year to Date Budget Report for all gifts, grants, donations and capital accounts for City and Schools for fiscal year 2015. Submitted by Councilor Robey

Kathleen (Katie) Robey  
Councillor at-Large  
Marlborough, MA  
508-561-4898