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CITY OF MARLBOROUGH

2023 FEB -9 PM 1:40

CITY OF MARLBOROUGH
City Council Agenda

Monday, February 13, 2023
8:00 PM

This meeting of the City Council will be held in City Council Chambers, City Hall, 140 Main Street. **PUBLIC ATTENDANCE IS PERMITTED.** This meeting will be televised on WMCT-TV (Comcast Channel 8 or Verizon/Fios Channel 34), or you can view the meeting using the link under the Meeting Videos tab on the city website (www.marlborough-ma.gov).

1. Minutes, City Council Meeting, January 23, 2023.
2. PUBLIC HEARING on the Proposed Ordinance Amendment to Chapter 315 "Enforcement", §2 "Non-criminal Disposition" to ensure consistency with state law as submitted by the Mayor and Board of Health, Order No. 23-1008796.
3. Communication from Council President Ossing, re: Appointment of Councilor Robey as Council Liaison to assist with Multifamily Development Review Criteria and Guidelines working group.
4. Communication from the Mayor, re: Grant Acceptance in the amount of \$15,500.00 from the MA Emergency Management Agency (MEMA) awarded to Marlborough Emergency Management to be used to fund the acquisition of additional equipment and supplies for an emergency shelter.
5. Communication from the Mayor, re: Grant Acceptances totaling \$175,000.00 from the MA Office of Travel and Tourism awarded to the Department of Public Works to be used for upgrades and repairs to the Westerly Water Treatment Plant and the cost for roof replacement at the Lake Williams pumping station.
6. Communication from the Mayor, re: Mid-Year Transfer Requests totaling \$1,643,050.00 from various departments for FY23, which moves funds from and to accounts as outlined in the transfer sheets.
7. Communication from the Mayor, re: Request for an increase in the spending limit for the Public Safety Revolving Fund for FY23 from \$120,000.00 to \$203,000.00
8. Communication from the Mayor, re: Proposed Order to Amend the Senior Citizen Property Tax Work Off Program, to increase the amount of the tax deduction from \$1,000.00 to \$1,500.00 to eligible seniors.
9. Communication from the Mayor, re: Appointment of Chad Carter as the Executive Director of the Community Development Authority for a 3-year term to expire on January 31, 2026.
10. Communication from the Mayor, re: Reappointment of Diane Smith as City Auditor for a 3-year term to expire on February 24, 2026.
11. Communication from the Mayor, re: Reappointment of Michael Hennessy as Director of Veterans' Services for a 3-year term to expire on March 23, 2026.

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.

12. Communication from the Mayor, re: Reappointments to the Council on Aging for 4-year terms of Patricia Gallier and Leslie Biggar to expire on May 4, 2026.
13. Communication from the Mayor, re: Reappointments to the Library Board of Trustees for 3-year terms of Thomas Abel to expire January 7, 2025, William Brewin to expire September 23, 2024, Rustin Kyle to expire September 23, 2024, Janice Merk to expire February 2, 2024, and Robyn Ripley to expire February 1, 2025.
14. Communication from City Solicitor Jason Grossfield, re: Proposed Order authorizing a Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project pursuant to Special Permit (19-1007762C) condition #6, Green District, Phase 1.
15. Communication from Assistant City Solicitor Jeremy McManus, on behalf of President Ossing, re: Proposed Ordinance Amendment to Chapter 473 "Poles, Wires and Conduits" to amend §30 "Aesthetics and Additional City Requirements" to address siting requirements for small cell wireless facilities, including installation equipment.
16. Communication from Assistant City Solicitor Jeremy McManus, re: Application for Special Permit by Brian Martinelli on behalf of Dish Wireless to install 3 new antennas and a 5'x 7' platform on an existing cell tower located on city property located at 860 Boston Post Road, in proper legal form, Order No. 22/23-1008710.
17. Communication from Assistant City Solicitor Jeremy McManus, re: Proposed Order of Acceptance along with acceptance plan and description of easements regarding Goodale Estates Subdivision, Acceptance of Jenks Lane as Public Way, in proper legal form, Order No. 22-1008767.
18. Communication from Assistant Building Commissioner William Paynton, re: Request for Approval of a Flat Wall Sign, Harry's Construction, 561 Boston Post Road East, within the Wayside District.
19. Communication from Code Enforcement Officer Ethan Lippitt, re: Request for Approval of two (2) Replacement Flat Wall Signs, and Replacement of a Free-Standing Sign Panels, Home Décor Group, 576 Boston Post Road East, within the Wayside District.
20. Communication from the Planning Board, re: Favorable Recommendation of Goodale Estates Subdivision, Acceptance of Jenks Lane Way as Public Way, Order No. 22-1008767.
21. Communication from the Central MA Mosquito Control Project, re: Budget Notification for FY24 and Compliance Certification Policy.
22. Minutes of Boards, Commissions and Committees:
 - a) School Committee, January 10, 2023.
 - b) Council on Aging, November 29, 2022.
 - c) Library Trustees, September 22, 2022.
 - d) Zoning Board of Appeals, January 31, 2023.
23. CLAIMS:
 - a) Jessica Camara, 43 Curtis Avenue, Unit B, pothole or other road defect.
 - b) Emmanuel Diaz, 19B Cook Lane, pothole or other road defect.
 - c) Arnold Johansen, 226 Stow Road, residential mailbox claim (2a).
 - d) Heath Karp, 113 Highland Street, other property damage and/or personal injury.
 - e) Herzen Reis, 12 Gates Avenue, residential mailbox claim (2b).
 - f) Kevin Ripston, 10 Dwight Avenue, Natick, pothole or other road defect.
 - g) Bruno de Araujo Souza, 15 Girard Street, residential mailbox claim (2a).

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From Public Services Committee

24. **Order No. 22-1008710: Application for Special Permit by Dish Wireless to install 3 new antennas and a 5'x 7' platform on an existing cell tower located on city property located at 860 Boston Post Road.**

Recommendation of the Public Services Committee is to APPROVE.

On a motion by Councilor Irish, seconded by Councilor Brown, the committee recommends approval of the special permit, together with draft decision including Condition #8 requiring a pre-construction meeting to discuss access to the site during construction. Vote 3-0.

25. **Order No. 22-1008739: Petition of Mass Electric to install a push brace off Pole #18 on Mechanic Street which is needed to support pole with wires going down Manning Street.**

Recommendation of the Public Services Committee is to APPROVE.

On a motion by Councilor Irish, seconded by Councilor Brown, the committee voted to recommend approval of the Revised Petition with the following conditions, Vote 3-0.

- 1) National Grid shall confirm the new pole and anchor are located in the public way prior to placement of the new utilities
- 2) Petition is subject to the eleven (11) standard conditions for utility conditions; 3) Pole 0-5 shall be located on the street side of sidewalk and no further than fifteen (15') feet from Manning Street.

Councilors-at-Large

Mark A. Oram
 Michael H. Ossing
 Samantha Perlman
 Kathleen D. Robey

**Ward Councilors**

Ward 1 – Laura J. Wagner
 Ward 2 – David Doucette
 Ward 3 – J. Christian Dumais
 Ward 4 – Teona C. Brown
 Ward 5 – John J. Irish
 Ward 6 – Sean A. Navin
 Ward 7 – Donald R. Landers, Sr.

Council President

Michael H. Ossing

Council Vice-President

Kathleen D. Robey

**CITY OF MARLBOROUGH
 CITY COUNCIL
 MEETING MINUTES
 MONDAY, JANUARY 23, 2023**

The regular meeting of the City Council was held on Monday, January 23, 2023, at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Ossing, Wagner, Doucette, Dumais, Brown, Irish, Navin, Landers, Oram, Perlman & Robey. Meeting adjourned at 8:35 PM.

The Mayor addressed the City Council to provide an update on the State of the City.

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED: That the Minutes of the City Council meeting, JANUARY 9, 2023, **FILE**; adopted.

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED: That the City Council Regular Meeting Schedule and City Council Committee Assignments for the 2023 Legislative Year, **FILE**; adopted.

That the PUBLIC HEARING on the Application for Special Permit from Stephen Copper, on behalf of Alliance Health & Human Services to renovate 10,490 sf of the existing building to provide twelve (12) rest home beds at 720 Boston Post Road East within the Wayside District, Order No. 22-1008768, all were heard who wish to be heard, hearing closed at 8:19 PM, adopted.

Councilors Present: Wagner, Doucette, Dumais, Brown, Irish, Navin, Landers, Oram, Ossing, Perlman & Robey.

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$18,000.00 from the Department of Environmental Protection awarded to the Department of Public Works to be used to offset the increased cost of processing recycling materials; adopted.

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$116,136.00 from the Executive Office of Elder Affairs (EOEA) awarded to the Council on Aging to be used to fund the Council on Aging's operating budget for the year; adopted.

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: That the Transfer Request in the amount of \$100,000.00 which moves funds from PEG Funds to Marlborough Cable Trust to fund WMCT operations, referred to **FINANCE COMMITTEE**; adopted.

Councilor Ossing read a Disclosure of Appearance of Conflict of Interest into the record.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS -									
DEPT:		Mayor				FISCAL YEAR:		2023	
		FROM ACCOUNT:				TO ACCOUNT:			
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
<u>\$498,899.73</u>	<u>\$100,000.00</u>	<u>27000099</u>	<u>47750</u>	<u>Receipts Reserved-PEG Funds</u>	<u>\$100,000.00</u>	<u>89000</u>	<u>25581</u>	<u>Marlboro Cable Trust</u>	<u>\$0.00</u>
Reason:		To fund the balance of WMCTS FY23 Budget							
	<u>\$100,000.00</u>	Total			<u>\$100,000.00</u>	Total			

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: That the Capital Bond Requests totaling \$10,270,000.00, which includes various reconstruction of streets, drain and sidewalk repairs throughout the city, referred to **FINANCE COMMITTEE & ADVERTISE**; adopted.

Motion by Councilor Perlman, seconded by the Chair to adopt the following:

ORDERED: That there being no objection thereto set **MONDAY FEBRUARY 13, 2023**, as the **DATE FOR PUBLIC HEARING**, on the: Proposed Ordinance Amendment to Chapter 315 "Enforcement", §2 "Non-criminal Disposition" to ensure consistency with state law as submitted by the Mayor and Board of Health, referred to the **LEGISLATIVE & LEGAL AFFAIRS COMMITTEE & ORDERED ADVERTISED**; adopted.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED AS FOLLOWS:

- I. Chapter 315 (entitled "Enforcement"), Section 315-2 (entitled "Noncriminal disposition"), Subsection (A), is hereby amended by inserting the following sentence at the end of the existing paragraph:

In addition to any other enforcing municipal personnel, the code enforcement officer(s) may also be a designee of any enforcing agent for all such ordinances, rules or regulations.

- II. Chapter 315, Section 315-2, Subsection (B), is hereby amended by inserting the following sentences after the existing second sentence:

Where no specific penalty amount is stated in an ordinance, rule, or regulation, the specific penalty amount shall be: \$100 for First Offense, \$200 for Second Offense, and \$300 for Third and Any Subsequent Offense. Unless otherwise specified, second and any subsequent offenses shall mean additional offenses after a first offense which are committed by the same offender within a twelve-month period.

- III. Chapter 315, Section 315-2, Subsection (B), Table Row numbers “20”, “21”, “22”, “23”, “25”, “27”, “28.1”, “29”, and “31”, are hereby amended as follows: (new text shown as underlined, deleted text shown as ~~strike~~through):

	Ordinance Violation (Chapter/Section)	Penalty	Enforcing Agent
20)	Human Habitation, City Health Code <u>Board of Health: Regulations for Minimum Standards for Human Habitation</u>	\$50 <u>1st offense: \$100</u> <u>2nd offense: \$200</u> <u>3rd and subsequent offense: \$300</u>	Board of Health, Director of Public Health, agent, sanitarian and assistant sanitarian (hereinafter, Board of Health)
21)	Subsurface Disposal of Sanitary Sewage, City Health Code <u>Board of Health: Regulations for Minimum Standards for Onsite Sewage Treatment & Disposal Systems</u>	\$50 <u>1st offense: \$100</u> <u>2nd offense: \$200</u> <u>3rd and subsequent offense: \$300</u>	Board of Health
22)	Food Establishments, City Health Code <u>Board of Health: Regulations for Minimum Standards for Food Establishments</u>	\$50 <u>1st offense: \$100</u> <u>2nd offense: \$200</u> <u>3rd and subsequent offense: \$300</u>	Board of Health
23)	City Wetland Regulations (Ch. 627)	<u>Penalty amounts set forth in Ch. 627.</u>	Conservation Officer

25)	Plumbing	For violation of any provisions of Ch. 270, Art. II, § 270-7.1 or any provision of the State Plumbing Code (248 CMR): no less than \$50 nor more than \$100 <u>\$100</u> for 1 st offense; <u>\$200</u> for 2 nd offense; no less than \$200 not more than \$300 <u>\$300</u> for each succeeding offense; each day or part thereof, whether continuous or intermittent, construed as separate and succeeding offense	Plumbing Inspector or Assistant Plumbing inspector (in his absence)
27)	Building Regulations Building Permits, etc., Ch. 270, § 270-8	For violation of § 270-8 or any provision of State Building Code (780 CMR): <u>\$100 for 1st offense; \$200 for 2nd offense; \$300 for each succeeding offense</u> no less than \$100 nor more than \$300 <u>\$X</u> for each offense; each day or part thereof, whether continuous or intermittent, construed as separate and succeeding offense	Building Commissioner or his or her designee, in his absence
	Certificate of legal multifamily dwelling units, Ch. 420	Not less than \$100 nor more than \$300 <u>\$100 for 1st offense; \$200 for 2nd offense; \$300 for 3rd and subsequent offense</u>	Building Commissioner or his or her designee
28.1)	Motorized Scooters, Ch. 503	First offense: not more than \$25 ; second: not less than \$25 nor more than \$50 ; subsequent offenses: not less than \$50 nor more than \$100	Police Department
29)	<u>Antiblight; Nuisances (Ch. 485, Art. I)</u> Registration and Maintenance of Abandoned and/or Foreclosing Residential Properties, Ch. 485, <u>Art. II</u>	<u>\$200</u> \$300	<u>Building Commissioner or his or her designee; Board of Health</u> Building Commissioner

31)	Stormwater Management, Ch. 271	1 st offense: \$100 2 nd offense: \$200 3 rd and subsequent offense: \$300	City Engineer
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IV. Chapter 315, Section 315-2, Subsection (B), Table Row number "24", is hereby deleted in its entirety and replaced with the following:

	Ordinance Violation (Chapter/Section)	Penalty	Enforcing Agent
24)	Board of Health: Regulation XII, Smoking and other use of tobacco products in school buildings, upon school grounds or in pupil transport vehicles	\$25 per offense	Superintendent of Marlborough School District; all district principals, assistant principals, directors of athletics; Superintendent-Director and Principal of Assabet Valley Regional Vocational High School, as well as police officers
24.1)	Board of Health Regulations: All other Board of Health regulations not listed in Section 315-2.	Amount as set forth in the Board of Health Regulation. If no specific penalty is listed in the regulation, then: 1 st offense: \$100 2 nd offense: \$200 3 rd and subsequent offense: \$300	Board of Health

V. Chapter 420 (entitled "Multifamily Dwellings"), Section 420-3 (entitled "Violations and Penalties") is hereby amended as follows: (new text shown as underlined, deleted text shown as ~~strikethrough~~):

Every day that a person violates § 420-2 shall constitute a separate offense. Each offense shall be subject to a noncriminal fine ~~of not less than \$100 and not more than \$300~~ as set forth in the Code of the City of Marlborough §315-2B, as enforced by the Building Commissioner or his/her designee.

VI. Chapter 485 (entitled "Property Maintenance"), Section 485-3 (entitled "Administration"), Subsection (A)(3), is hereby amended as follows: (new text shown as underlined, deleted text shown as ~~strikethrough~~):

In addition to the foregoing remedy, whoever violates any provision of this article or fails to obey any lawful order issued by the enforcing authority in enforcing this article shall be liable to a noncriminal fine ~~of not more than \$200 for each violation~~ as set forth in the Code of the City of Marlborough §315-2B. Each violation of this article shall constitute a separate offense. Each day that any such violation continues shall constitute a separate violation. The enforcing authority may also issue a cease-and-desist order for any hazardous situation.

VII. Effective Date. These amendments shall take effect upon passage.

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED: That the Appointment of Michael Cabral to the Planning Board for a 5-year term to expire on February 1, 2027, referred to the **PERSONNEL COMMITTEE**; adopted.

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED: That the Appointment of James Fortin to the Planning Board for a 5-year term to expire on February 1, 2027, referred to the **PERSONNEL COMMITTEE**; adopted.

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That the Communication from Attorney Terrence Morris on behalf of 272 Lincoln LLC, re: Request to Extend Time Limitations until 11:00 PM on March 28, 2023, on the Application for Special Permit, to build a 12-unit multi-family dwelling with accessory parking to be located at 272 Lincoln Street, **APPROVED**; adopted.

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That the Communication from Marquel Frink and Divino Oliveira on behalf of All Fur Love, re: Request to Extend Time Limitations until 10:00 PM on April 11, 2023, on the Application for Special Permit, to operate a dog grooming business to be located at 75 Lincoln Street, **APPROVED**; adopted.

Motion by Councilor Doucette, seconded by the Chair to adopt the following:

ORDERED: That the Minutes of following Boards, Commissions and Committees, **FILE**; adopted.

- a) School Committee, December 13, 2022.
- b) Conservation Commission, December 15, 2022.
- c) Historical Commission, November 17, 2022.
- d) Library Trustees, October 4, 2022, November 14, 2022 & December 6, 2022.

Motion by Councilor Perlman, seconded by the Chair to adopt the following:

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

Kyle Hesemeyer, 56 Rice Avenue, Northborough, pothole or other road defect.

Reports of Committees:

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

**City Council Public Services Committee
Monday, January 18, 2023
Minutes and Report**

This meeting convened at 6:30 PM in the City Council Chamber and was open to the public. The meeting was televised on WMCT-TV (Comcast Ch. 8 or Verizon/Fios Ch.34) and available for viewing using the link under the Meeting Videos tab on the city's website, home page.

Voting members Present: Chair Landers, Councilor Irish, and Councilor Brown.

Other Councilors Present: Councilors Ossing & Robey.

Also Present: Yacine Nouri appeared on behalf of Dish Wireless. Al Galvin appeared on behalf of NGrid. Attorney Douglas Rowe appeared on behalf of Andrea Bibi, Bibi Realty Corp., owner of property located at 115 Mechanic Street.

Reports of Committee Continued:

Order No.22-1008710: Application by Dish Wireless to install 3 new antennas and a 5'x 7' platform on an existing cell tower located on city property located at 860 Boston Post Road.

Petitioner submitted an amended draft decision that included a condition requested by City Engineer DiPersio that a pre-construction meeting shall be held with the Department of Public Works to discuss access to the site during construction. No other comments were received from city managers. Petitioner submitted an extension of time to February 27, 2023 to act on the permit.

On a motion by Councilor Irish, seconded by Councilor Brown, the committee approved the extension of time to expire February 27, 2023. Vote 3-0.

On a motion by Councilor Irish, seconded by Councilor Brown, the committee recommends approval of the special permit, together with draft decision including Condition #8 requiring a pre-construction meeting to discuss access to the site during construction. Vote 3-0.

Order No.22-1008739: Petition of Mass Electric to install a push brace off Pole #18 on Mechanic Street which is needed to support pole with wires going down Manning Street.

By email dated 1/13/23 from NGrid's Emily O'Brien, Operations Clerk, Permits and Petitions, Brockton, MA, the Public Services Committee received an updated Petition, Sketch dated 1/13/23, WR-30672208, Designer D. Larson and cover letter. NGrid's Al Galvin addressed the revised petition. By email dated 1/13/23, City Engineer DiPersio notified the committee he had reviewed the petition and design and it is acceptable and preferred over the previous design of a push brace, and the approval should include the standard conditions and on 1/18/23 added a condition that NGrid confirm the new pole and anchor are located in the public way prior to placement to address abutter concerns. Attorney Rowe submitted a 6-page presentation further addressing his client's concerns.

On a motion by Councilor Irish, seconded by Councilor Brown, the committee voted to recommend approval of the Revised Petition with the following conditions, Vote 3-0.

- 1) National Grid shall confirm the new pole and anchor are located in the public way prior to placement of the new utilities
- 2) Petition is subject to the eleven (11) standard conditions for utility conditions; 3) Pole 0-5 shall be located on the street side of sidewalk and no further than fifteen (15') feet from Manning Street.

On a motion by Irish, seconded by the Chair, all in favor, the meeting adjourned at 7:30 PM.

Suspension of the Rules requested –granted.

Motion by Councilor Landers, seconded by the Chair to adopt the following:

ORDERED: That the Application for Modification of Special Permit from Brian Martinelli on behalf of Dish Wireless, to install three (3) new antennas on the existing cell tower along with a 5x7 platform, at 860 Boston Post Road East, referred to the **CITY SOLICITOR TO BE PLACED IN PROPER LEGAL FORM FOR THE FEBRUARY 13, 2023, COUNCIL MEETING**; adopted.

Suspension of the Rules requested – Motion by Councilor Irish, seconded by the Chair to remove from the Finance Committee Order No. 22-1008733 – granted.

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: That the Transfer Request in the amount of \$100,000.00 which moves funds from the Undesignated Fund to Unemployment Payment for city and schools to fund mandated unemployment costs, **APPROVED;** adopted.

FROM ACCOUNT:					TO ACCOUNT:				
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$6,006,264.80	\$100,000.00	10000	35900	Undesignated Fund	\$50,000.00	11970006	51730	Unemploymt Paymt-City	\$17,528.80
	Reason:	To fund unemployment payments through year-end.							
					\$50,000.00	13100003	51730	Unemploymt Paymt-School	\$44,611.85
	\$100,000.00	Total			\$100,000.00	Total			

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED There being no further business, the regular meeting of the City Council is herewith adjourned at 8:35 PM; adopted.



IN CITY COUNCIL

Marlborough, Mass., JANUARY 23, 2023

ORDERED:

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That there being no objection thereto set **MONDAY FEBRUARY 13, 2023**, as the **DATE FOR PUBLIC HEARING**, on the: Proposed Ordinance Amendment to Chapter 315 "Enforcement", §2 "Non-criminal Disposition" to ensure consistency with state law as submitted by the Mayor and Board of Health, be and is herewith referred to the **LEGISLATIVE & LEGAL AFFAIRS COMMITTEE & ORDERED ADVERTISED**.

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED AS FOLLOWS:

- I. Chapter 315 (entitled "Enforcement"), Section 315-2 (entitled "Noncriminal disposition"), Subsection (A), is hereby amended by inserting the following sentence at the end of the existing paragraph:

In addition to any other enforcing municipal personnel, the code enforcement officer(s) may also be a designee of any enforcing agent for all such ordinances, rules or regulations.

- II. Chapter 315, Section 315-2, Subsection (B), is hereby amended by inserting the following sentences after the existing second sentence:

Where no specific penalty amount is stated in an ordinance, rule, or regulation, the specific penalty amount shall be: \$100 for First Offense, \$200 for Second Offense, and \$300 for Third and Any Subsequent Offense. Unless otherwise specified, second and any subsequent offenses shall mean additional offenses after a first offense which are committed by the same offender within a twelve-month period.

- III. Chapter 315, Section 315-2, Subsection (B), Table Row numbers "20", "21", "22", "23", "25", "27", "28.1", "29", and "31", are hereby amended as follows: (new text shown as underlined, deleted text shown as ~~strikethrough~~):

	Ordinance Violation (Chapter/Section)	Penalty	Enforcing Agent
20)	Human Habitation, City Health Code <u>Board of Health: Regulations for Minimum Standards for Human Habitation</u>	\$50 <u>1st offense: \$100</u> <u>2nd offense: \$200</u> <u>3rd and subsequent offense: \$300</u>	Board of Health, <u>Director of Public Health, agent,</u> sanitarian and assistant sanitarian (hereinafter, Board of Health)



IN CITY COUNCIL

Marlborough, Mass., JANUARY 23, 2023

ORDERED:

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21)	Subsurface Disposal of Sanitary Sewage; City Health Code Board of Health: <u>Regulations for Minimum Standards for Onsite Sewage Treatment & Disposal Systems</u>	\$50 <u>1st offense: \$100</u> <u>2nd offense: \$200</u> <u>3rd and subsequent offense: \$300</u>	Board of Health
22)	Food Establishments; City Health Code Board of Health: <u>Regulations for Minimum Standards for Food Establishments</u>	\$50 <u>1st offense: \$100</u> <u>2nd offense: \$200</u> <u>3rd and subsequent offense: \$300</u>	Board of Health
23)	City Wetland Regulations (Ch. 627)	<u>Penalty amounts set forth in Ch. 627.</u>	Conservation Officer
25)	Plumbing	For violation of any provisions of Ch. 270, Art. II, § 270-7.1 or any provision of the State Plumbing Code (248 CMR): no less than \$50 nor more than \$100 <u>\$100</u> for 1st offense; <u>\$200</u> for 2 nd offense; no less than \$200 not more than \$300 <u>\$300</u> for each succeeding offense; each day or part thereof, whether continuous or intermittent, construed as separate and succeeding offense	Plumbing Inspector or Assistant Plumbing inspector (in his absence)



IN CITY COUNCIL

Marlborough, Mass., JANUARY 23, 2023

ORDERED:

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27)	Building Regulations Building Permits, etc., Ch. 270, § 270-8	For violation of § 270-8 or any provision of State Building Code (780 CMR): <u>\$100 for 1st offense; \$200 for 2nd offense; \$300 for each succeeding offense no less than \$100 nor more than \$300 \$X for each offense</u> ; each day or part thereof, whether continuous or intermittent, construed as separate and succeeding offense	Building Commissioner or his or her designee, in his absence
	Certificate of legal multifamily dwelling units, Ch. 420	Not less than \$100 nor more than \$300 <u>\$100 for 1st offense; \$200 for 2nd offense; \$300 for 3rd and subsequent offense</u>	Building Commissioner or his or her designee
28.1)	Motorized Scooters, Ch. 503	First offense: not more than \$25 ; second: not less than \$25 nor more than \$50 ; subsequent offenses: not less than \$50 nor more than \$100	Police Department
29)	<u>Antiblignht; Nuisances (Ch. 485, Art. I)</u> Registration and Maintenance of Abandoned and/or Foreclosing Residential Properties, Ch. 485, Art. II	<u>\$200</u> \$300	<u>Building Commissioner or his or her designee; Board of Health</u> Building Commissioner
31)	Stormwater Management, Ch. 271	<u>1st offense: \$100</u> <u>2nd offense: \$200</u> <u>3rd and subsequent offense: \$300</u>	City Engineer



IN CITY COUNCIL

Marlborough, Mass., JANUARY 23, 2023

ORDERED:

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IV. Chapter 315, Section 315-2, Subsection (B), Table Row number "24", is hereby deleted in its entirety and replaced with the following:

	Ordinance Violation (Chapter/Section)	Penalty	Enforcing Agent
24)	Board of Health: Regulation XII, Smoking and other use of tobacco products in school buildings, upon school grounds or in pupil transport vehicles	\$25 per offense	Superintendent of Marlborough School District; all district principals, assistant principals, directors of athletics; Superintendent-Director and Principal of Assabet Valley Regional Vocational High School, as well as police officers
24.1)	Board of Health Regulations: All other Board of Health regulations not listed in Section 315-2.	Amount as set forth in the Board of Health Regulation. If no specific penalty is listed in the regulation, then: 1 st offense: \$100 2 nd offense: \$200 3 rd and subsequent offense: \$300	Board of Health

V. Chapter 420 (entitled "Multifamily Dwellings"), Section 420-3 (entitled "Violations and Penalties") is hereby amended as follows: (new text shown as underlined, deleted text shown as ~~strikethrough~~):

Every day that a person violates § 420-2 shall constitute a separate offense. Each offense shall be subject to a noncriminal fine ~~of not less than \$100 and not more than \$300~~ as set forth in the Code of the City of Marlborough §315-2B, as enforced by the Building Commissioner or his/her designee.



IN CITY COUNCIL

Marlborough, Mass., JANUARY 23, 2023

ORDERED:

PAGE 5

- VI. Chapter 485 (entitled "Property Maintenance"), Section 485-3 (entitled "Administration"), Subsection (A)(3), is hereby amended as follows: (new text shown as underlined, deleted text shown as ~~strikethrough~~):

In addition to the foregoing remedy, whoever violates any provision of this article or fails to obey any lawful order issued by the enforcing authority in enforcing this article shall be liable to a noncriminal fine ~~of not more than \$200 for each violation~~ as set forth in the Code of the City of Marlborough §315-2B. Each violation of this article shall constitute a separate offense. Each day that any such violation continues shall constitute a separate violation. The enforcing authority may also issue a cease-and-desist order for any hazardous situation.

- VII. Effective Date. These amendments shall take effect upon passage.

ADOPTED

ORDER NO. 23-1008796



City of Marlborough
Office of the City Council

140 Main Street
 Marlborough, Massachusetts 01752
 Tel. (508) 460-3711 Fax (508) 460-3710 TDD (508) 460-3610
 Email citycouncil@marlborough-ma.gov

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 2023 FEB -9 AM 8:50

Michael H. Ossing
 PRESIDENT

Kathleen D. Robey
 VICE-PRESIDENT

Karen A. Boule
 CITY COUNCIL SECRETARY

February 8, 2023

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

Reference: MGL c.40A, §3A, Multifamily Development Review Criteria and Design Guidelines, New 40R or other zoning overlay district, City Council Liaison

Dear Councilors:

The Marlborough Economic Development (MEDC) Commission was successful in obtaining a grant of \$42,300.00 that will enable the Metropolitan Area Planning Council (MAPC) to partner with the City of Marlborough to develop zoning/recommendations in compliance with MGL c.40A, §3A.

Toward that end, I request your support in appointing Urban Affairs Chair, Katie Robey, as the Council's liaison with the city's working committee. Her involvement in the drafting of the new legislation with MAPC and the city's managers will streamline the zoning process when it is submitted to the City Council.

Chair Robey has been keeping abreast of this issue generally since we learned of the city's requirements as an 'adjacent community.' We will be well served by her participation.

Sincerely,

Michael H. Ossing
 City Council President



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 FEB -9 AM 11:30

City of Marlborough
Office of the Mayor

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlbrough-ma.gov

Candace McGrath
EXECUTIVE ADMINISTRATOR

February 9, 2023

City Council President Michael Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Grant acceptance for Marlborough Emergency Management

Honorable President Ossing and Councilors:

Enclosed for your acceptance is a grant in the amount of \$15,500.00 for Marlborough Emergency Management to acquire additional equipment and supplies for an emergency shelter.

I would like to thank Fred Flynn for procuring this Emergency Management Performance Grant that is provided by the Massachusetts Emergency Management Agency (MEMA) and funded by Homeland Security and the Federal Emergency Management Agency (FEMA).

Please let me know if you have any questions.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough Emergency Management

215 MAPLE ST.

MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 624-6984 ■ FACSIMILE (508) 460-3795 ■ TDD (508) 460-3610

2/3/2023

Mayor Vigeant,

Marlborough Emergency Management has applied for the Emergency Management Performance Grant (EMPG) that is offered by the Massachusetts Emergency Management Agency (MEMA). The application is for the procurement of the cots, bedding, small Generator, HF Ham radio for interoperability and pop-up style canopies with chairs and tables which was allowed with the funding coming from Homeland Security/FEMA. Emergency Management has been awarded a grant in the amount of \$15,500.00. Please submit this for funding to the City Council, the match for this grant is satisfied by the payment the City makes annually for the Blackboard Connect software.

Frederick F. Flynn
EMA Director

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Emergency Management DATE: 2/3/2023

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Frederick Flynn

NAME OF GRANT: Emergency Management Performance Grant FY22

GRANTOR: MEMA

GRANT AMOUNT: \$15,500.00

GRANT PERIOD: 11/30/2022 to 6/30/2023

SCOPE OF GRANT/
ITEMS FUNDED assist in purchasing equipment needed to provide community service during an emerg
Cots for shelter set-up, other equipment
bedding supplies for shelter
1 qty - 10x15 "pop-up" canopy
Tables and chairs for use with canopies
HF HAM radio for interoperability
2200 watt Generator

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING CITY
FUNDS REQUIRED? Matching funds are satisfied by payment of the Blackboard Connect Annual fee

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: 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 Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.mass.gov/lists/osd-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME:(and d/b/a): MARLBOROUGH, City of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency (MEMA)	
Legal Address: (W-9, W-4): 140 MAIN STREET MARLBOROUGH MA 01752-3812		Business Mailing Address: 400 Worcester Rd, Framingham, MA 01702	
Contract Manager: Fred Flynn	Phone:	Billing Address (if different): same	
E-Mail: fflynn@marlborough-ma.gov		Contract Manager: Barbara Stachelek	Phone: 508-820-1407
Contractor Vendor Code: VC6000192111		E-Mail: EM.Grants@mass.gov	Phone:
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)	MMARS Doc ID(s): FY23EMPG2200000MARLB		
	RFR/Procurement or Other ID Number: FFY2022EMPG		
X_ NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) Statewide Contract (OSD or an OSD-designated Department) Collective Purchase (Attach OSD approval, scope, budget) X Department Procurement (Includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) Emergency Contract (Attach justification for emergency, scope, budget) Contract Employee (Attach Employment Status Form, scope, budget) Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior to</i> Amendment: _____ Enter Amendment Amount: _____ AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) Amendment to Date, Scope or Budget (Attach updated scope and budget) Interim Contract (Attach justification for Interim Contract and updated scope/budget) Contract Employee (Attach any updates to scope or budget) Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): X Commonwealth Terms and Conditions Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (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. Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) X Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended). \$ 15,500.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 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 reason: agree to standard 45 day cycle statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); X only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: Funding for this grant is provided via a Federal Fiscal Year 2022 Emergency Management Performance Grant (EMPG), CFDA #97.042 and has a required dollar-for-dollar match. Funds may only be used for activities outlined in the subrecipient's approved FFY2022 application and in accordance with attached Federal Terms and Conditions, and MEMA Special Conditions and Reporting Requirements.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: X 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date 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.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, 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.			
-CERTIFICATIONS: 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 above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, 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 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Frederick F Flynn</u> Date: <u>11/30/22</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frederick F Flynn</u> Print Title: <u>Emergency Management Director</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>David Mahr</u> Date: <u>1/31/23</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	

12/2/2022
JF

CASL

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME	City of Marlborough
CONTRACTOR VENDOR/CUSTOMER CODE	VC6001192111

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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Frederick F Flynn	Emergency Management Director
Arthur Vigeant	Mayor of Marlborough MA

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

Signature		Date	11/29/22
Printed Name	Arthur Vigeant		
Title	Mayor, City of Marlborough	Phone	508-460-3770
Email	mayor@marlborough-ma.gov	Fax	508-460-3698

ITEM	DESCRIPTION	QTY	COST EACH	SUBTOTAL	
Shelter equipment					
Cot	Steel Cot 72 in x 25 in x 17	65	\$84.41	\$5,486.65	
Sheets	pack of 12	8	\$68.64	\$549.12	
pillow	inflatable pillow - box of 50	2	\$70.24	\$140.48	
blanket	50/50 blanket - bale of 24	3	\$279.29	\$837.87	
Hygiene kits	personal hygiene supplies	200	\$5.00	\$1,000.00	
Electrical distribution	cords designed for shelter occupant use	1	\$500.00	\$500.00	
Public Address System	Portable PA Sytem for announcements	2	\$200.00	\$400.00	
Dollies	16-18x30 dollies, 30 ratchet straps	1	\$700.00	\$700.00	
					\$9,614.12
P.O.D. equipment					
Canopy Tent	10x15 canopy tent	1	\$450.00	\$450.00	
sides walls	4 side walls for tent	1	\$110.00	\$110.00	
LED lighting	Electrical cords, power strips, and lights	1	\$400.00	\$400.00	
traffic cones	28" traffic cones	30	\$25.00	\$750.00	
Sign Board	Dry Erase sign board	3	\$100.00	\$300.00	
Tables	6'table, 8' table, 4 folding chairs	1	\$450.00	\$450.00	
					\$2,460.00
Multi function equipment					
Generator	Honda EU220ISA	1	\$1,400.00	\$1,400.00	
HAM radio	ICOM IC-7300 Transceiver	1	\$1,100.00	\$1,100.00	
Tuner	LDG AT-200PRO-II antenna Tuner	1	\$300.00	\$300.00	
power supply	Powerwerx SS-30DV Power Supply	1	\$160.00	\$160.00	
Shipping costs		1	\$250.00	\$250.00	
Shelfs, containers	Shelfs, storage containers, tie down acc.	1	\$215.88	\$215.88	
					\$3,425.88
				\$15,500.00	15,500.00
					\$15,500.00
				Balance	\$0.00

**Massachusetts Emergency Management Agency
FFY 2022 EMPG Application**

APPLICANT INFORMATION

TOWN/CITY/TRIBE:	City of Marlborough		
UEI # (required):	LGL5JFM5KDB8	SAMs Expiration Date (required):	03/23/2023

POINT OF CONTACT (Emergency Manager/Director)

NAME:	Frederick F. Flynn		
TITLE:	Emergency Management Director		
EMAIL:	fflynn@marlborough-ma.gov	PHONE:	774-245-7598

STATEMENT OF WORK**Description of your project (*who, what, when, where, why, and how*)**

Enhancement of the City of Marlborough resources to provide emergency sheltering capabilities which currently is inadequate with the ability to provide for 100 residents for a population of approx. 42,000. This expenditure for shelter needs will include the purchase of more cots and bedding, dollies for moving supplies, electrical cord system, and a small portable PA system.

There will be purchases for the completion of a planned 3 location P.O.D. to include a 10 x 15 canopy tent with walls, 2200 watt generator, lighting, traffic cones, tables and chairs, and signage white boards.

I will also be purchasing a HF HAM radio to complete the communication interoperability plan.

Will anything be installed? (yes / no)	YES
Are you purchasing any communication equipment? (yes / no)	NO
Are you purchasing a SUAS (drone) or accessories? (yes / no)	NO
Are you purchasing sonar equipment? (yes / no)	NO

BUDGET

What is your Total Eligible Award Amount?			\$ 15,500.00
Is this a Regional Project? If YES, list all communities and their awards below			NO
Town/City/Tribe Name(s)	Award Amount	Town/City/Tribe Name(s)	Award Amount

SVI COMMUNITIES (only)

Are you an SVI Community? (yes / no)	NO
IF YES, explain how this project will benefit your vulnerable population	

PROJECT COSTS

List Expenditures	AEL #	Portable or Installed	Quantity	Total Costs
Cots,bedding	09ME-01-COTS	portable	50	\$ 5,748.00
Shelf building materials			1	\$ 242.00
10x15 pop-up tent with sides		portable	1	\$ 610.00
			1	
TOTAL				\$ 6,600.00

MATCH

Your match amount must be equal to your award amount and must be allowable activities/expenses. List what you will use for match	
Inkind match with the annual expense of BlackBoard Connect	\$ 15,500.00
TOTAL	\$ 15,500.00

Mission Areas (chose the one that best fits your project)

Prevention, Protection, Mitigation, Response or Recovery	Mitigation
--	------------

Core Capabilities (check the one that best fits your project)

Planning		Situational Assessment	
Operational Coordination		Economic Recovery	
Screening, Search & Detection		Housing	XXX
Cybersecurity		Public Information & Warning	
Community Resilience		Forensics & Attribution	
Critical Transportation		Access Control & Identity Verification	
Physical Protective Measures		Supply Chain Integrity & Security	
Risk & Disaster Resilience Assessment		Environmental Response/Health and Safety	
Fire Management & Suppression		Mass Care Services	
On-scene Security		Protection & Law	
Public Health		Healthcare	
Emergency Medical		Infrastructure Systems	
Health & Social Services		Natural & Cultural Resources	
Fatality Management Services		Mass Search & Rescue Operations	
Risk Management for Protection Programs		Logistics & Supply Chain Management	

National Goals / Priorities (check the one that best fits your project)

Goal # 1 - Instill Equity as a Foundation of Emergency Management	
Goal # 2 - Lead Whole of Community in Climate Resilience	
Goal # 3 - Promote and Sustain a Ready FEMA and Prepared Nation	XX



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 FEB -9 AM 11:30

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

Candace McGrath
EXECUTIVE ADMINISTRATOR

February 9, 2023

City Council President Michael Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Grant acceptance for Department of Public Works

Honorable President Ossing and Councilors:

Enclosed for your acceptance is two grants totaling \$175,000 from Mass Office of Travel and Tourism. \$75,000 will be used for upgrades and repairs to the Westerly Water Treatment Plant and \$100,000 will cover the cost to replace the roof at the Lake Williams pumping station.

I would like to thank Representative Gregoire and our state legislature for securing these funds from the Office of Travel and Tourism for these necessary upgrades and repairs to our water infrastructure.

Please let me know if you have any questions.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Arthur G. Vigeant
Mayor

Enclosures

CITY OF MARLBOROUGH NOTICE OF GRANT AWARD

DEPARTMENT: DPW/Facilities DATE: 2/9/2023

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Sean Divoll

NAME OF GRANT: Earmarks

GRANTOR: Mass Travel & Tourism

GRANT AMOUNT: \$175,000

GRANT PERIOD: 7/1/22 - 6/30/23

SCOPE OF GRANT/ Repairs and upgrades to water infrastructure

ITEMS FUNDED \$100,000. for roof replacement at Lake Williams Pump Station

\$75,000 for repairs to the WWTP facility

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: ASAP since grant must be used by June 30th

**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



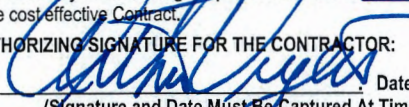
This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME (and d/b/a): City of Marlborough		COMMONWEALTH DEPARTMENT NAME: Massachusetts Marketing Partnership MMARS Department Code: MMP	
Legal Address: (W-9, W-4): 140 Main Street, Marlborough, MA 01752		Business Mailing Address: 136 Blackstone Street, 5 th Floor, Boston, MA, 02109	
Contract Manager: Sean Divoll	Phone: 15086246910	Billing Address (if different): Same as above	
E-Mail: sdivoll@marlborough-ma.gov	Fax:	Contract Manager: Kara Keefe	Phone:
Contractor Vendor Code:		E-Mail: kara.keefe@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD ____ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only)		Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____.	
<input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Amendment Amount: \$ _____. (or "no change")	
		AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)	
		<input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (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"/> Rate Contract. (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"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended). \$75,000			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 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 reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) provided further, that not less than \$75,000 shall be expended for upgrades and repairs to the Westerly water treatment plant in the city of Marlborough.			
ANTICIPATED START DATE: (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 Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date 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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</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.			
CERTIFICATIONS: 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 above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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 Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, 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 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>2/2/23</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Arthur Visconti</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Keiko Matsudo Orrall</u> Print Title: <u>Executive Director</u> <u>MOTT</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions and Contractor Certifications](#), the [Commonwealth Terms and Conditions for Human and Social Services](#) or the [Commonwealth IT Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME (and d/b/a): City of Marlborough		COMMONWEALTH DEPARTMENT NAME: Massachusetts Marketing Partnership MMARS Department Code: MMP	
Legal Address: (W-9, W-4): 140 Main Street, Marlborough, MA 01752		Business Mailing Address: 136 Blackstone Street, 5 th Floor, Boston, MA, 02109	
Contract Manager: Sean Divoll	Phone: 15086246910	Billing Address (if different): Same as above	
E-Mail: sdivoll@marlborough-ma.gov	Fax:	Contract Manager: Kara Keefe	Phone:
Contractor Vendor Code:		E-Mail: kara.keefe@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD__		MMARS Doc ID(s):	
(Note: The Address ID must be set up for EFT payments.)		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: ____, 20 ____ Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (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"/> Rate Contract. (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"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <u>new</u> total if Contract is being amended), \$100,000			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 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 reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); __ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) provided further, that not less than \$100,000 shall be expended for replacement of the roof at the lake Williams pumping station in the city of Marlborough			
ANTICIPATED START DATE: (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 Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date <u>LATER</u> than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of ____, a date <u>PRIOR</u> to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date 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.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2023</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.			
CERTIFICATIONS: 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 above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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 Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, 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 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.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:  Date: <u>2/2/23</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Arthur Viscant</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Keiko Matsudo Orrall</u> Print Title: <u>Executive Director</u> <u>MOTT</u>	



CHARLES D. BAKER
GOVERNOR

Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF
 HOUSING & ECONOMIC DEVELOPMENT**
Massachusetts Marketing Partnership
Massachusetts Office of Travel & Tourism
Massachusetts Office of Business Development
 136 Blackstone Street, 5th Floor
 Boston, MA 02109



KARYN E. POLI
LIEUTENANT GOVERNOR

Greetings from the Massachusetts Office of Travel & Tourism,

You have been identified as the point of contact for an earmark to the fiscal year **2023 Massachusetts State Budget**.

Your earmark manager: Kara Keefe, kara.keefe@mass.gov

This year, we are implementing an online process to activate your funds for your earmark. This online portal is designed to streamline the earmark procedures by eliminating multiple emails and hard copies and to help you obtain your funding sooner.

In order to begin this process you will need to [set up an account with Submittable](#). You will use this account to upload all necessary forms and documents.

Please carefully read below the information for the protocol for distribution of funds and reporting of expenses.

If you are not the correct recipient for managing earmarks, please forward this to the appropriate point of contact in your organization or reply to this email with the contact information.

Feel free to reach out with any additional questions or concerns!

Thank you.

FISCAL YEAR 2023 EARMARK PROTOCOL

Phase 1: Complete Scope of Services

1. Confirm the amount of your earmark:

1. Please reference the Massachusetts State Budget or reply back to me to confirm the amount of your earmark.

2. Complete Attachment A and Financial Documents:

1. Once you have set up your Submittable account, complete the Attachment A Earmark Scope of Services Budget Form. The budget should match the amount of your earmark. You must complete attachment A in entirety before a contract can be executed and upload a copy of your most recent annual audit.
2. You must also complete and upload the following:
 1. Three (3) Financial Documents:
 1. W-9
 2. EFT Form
 3. Authorized Signatory pages

Phase 2: Contract and 50% allotment

1. Once the above has been submitted and reviewed, we will use the information provided to develop a contract. This contract will be emailed to you - with further instructions on where to return the contract.
2. If you are not currently a vendor of the Commonwealth of Massachusetts, we will also send new vendor paperwork to complete along with the contract.
3. You will upload a signed copy of **original (wet signature) version of the contract, or a version signed electronically, and all other vendor paperwork to your Submittable account for review.**
4. Once the contract and vendor paperwork is returned, **50% of the total earmark amount** will be transferred into your bank account -- vendor identified on the contract.

Phase 3: Invoice, final report, and final allotment

1. In order to receive the remaining 50% of the earmark, please submit the following 3 items via Subn
 1. **Cost reimbursement invoice** detailing **ALL** earmark expenses of your total earmark. This i expenses covered by the first allotment, as well as all expenses for which you are seeking reimbursement from the second allotment.
 2. **Receipts & proof of payment** for all earmark expenses must be included with the cost reimbursement invoice (copies are fine). Proof of payment may be cancelled checks, bank statements, payroll statements.
 3. **The final report** should detail projects completed, any results which demonstrate return on investment, and a final budget.
2. The cost reimbursement invoice, receipts/proof of payment, and final report are due no later than **2023.**
3. Once all of the above 3 items are submitted, we will review and contact you if there are any questio otherwise, the second allotment of 50% will be issued.



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 You are receiving this email because you opted in on our website massvacation.com.

Our mailing address is:

Massachusetts Office of Travel & Tourism

136 Blackstone St.

5th Floor

Boston, Massachusetts 02109



City of Marlborough
Office of the Mayor

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH

2023 FEB -9 AM 11:30
 Arthur G. Vigeant
 MAYOR

Patricia M. Bernard
 CHIEF OF STAFF

140 Main Street
 Marlborough, Massachusetts 01752
 508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlbrough-ma.gov

Candace McGrath
 EXECUTIVE ADMINISTRATOR

February 9, 2023

Council President Ossing
 Marlborough City Council
 140 Main Street
 Marlborough, MA 01752

RE: Mid-year transfer requests

Honorable President Ossing and Councilors,

Enclosed for your review and approval are mid-year transfer requests totaling \$1,643,050.00 from several City departments, as well as letters from department heads detailing the purposes as follows:

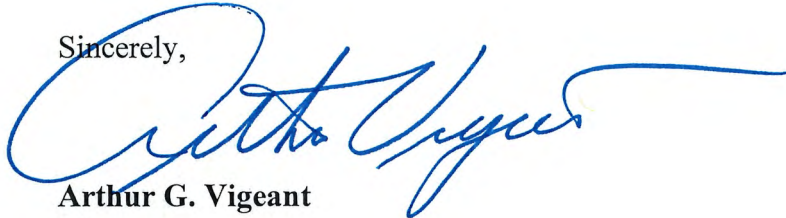
- The Fort Meadow Commission will require \$1,200.00 to increase the fuel reimbursement for members. Included in this transfer is \$117,400.00 for four Police Officers retirements, \$41,700 for one Firefighter retirement, and an additional \$235,000.00 for anticipated contractual negotiations.
- The Finance office will require a transfer in the amount of \$25,100.00 from the vacant Principal Clerk position to cover the newly created replacement position of Treasury/Payroll Manager. Additionally, a transfer in the amount of \$156,803.00 to offset Assabet Valley Regional Technical High School's amended assessment. Enclosed is documentation.
- The Collector's office will require a transfer of \$117,000.00 to cover the cost of tax title services for delinquent properties.
- The IT department is requiring \$59,500.00 to cover the phone upgrades for the city and school department keeping us compliant with the state regulations.
- The Fire Department will require a transfer for \$86,500.00 for equipment, equipment repair and maintenance, and emergency events that required mutual aid and increased rehabilitation expenses.

- The Department of Public Works is requesting a transfer in the amount of \$730,500.00 to cover various expenses as outlined in Commissioner Divoll's enclosed letter.
- Human Resources is requesting \$22,775 for the HR Director's salary line item and anticipated additional training requests by department heads.
- The Board of Health will require \$1,072.00 to cover sick leave buy back and longevity that was mistakenly omitted from the FY23 budget.
- The Legal office will require \$48,500.00 to fully fund outside council due to unbudgeted services.

I anticipate there will be questions, and my staff and I look forward to discussing at a future Finance Committee meeting.

Thank you for your consideration.

Sincerely,



Arthur G. Vigeant
Mayor

Enclosures

Memo

To: Arthur G. Vigeant, Mayor

From: Patrick Jones, Director of Finance

Date: February 6, 2023

Re: Mid-year funding request – Finance Director Budget

We have hired for the newly created position of Treasury Payroll Manager. Therefore, I am requesting an internal mid-year transfer in the amount of \$25,100 from the vacant Principal Clerk position, account #11330002-50520, to account 113230001-50040 to cover the payroll expense of this new position through June 30, 2023.

Memo

To: Arthur G. Vigeant, Mayor

From: Patrick Jones, Director of Finance

Date: February 6, 2023

Re: Mid-year funding request – Collectors Budget

Per the Auditors department request for mid-year transfers, I am requesting a total of amount of \$117,000.

There is a property that for many years that has been in tax title. The city has acquired this troubled property . The city's ownership and control of this property is being challenged in multiple courts. Litigation is ongoing, and in full thrust, and expected to be resolved in the next 18 months. Presently I am requesting a mid-year transfer into our Tax Title ledger account # 11490006-53999, in the amount of \$98,000 to cover legal fees anticipated through June 30, 2023.

Compounding this issue was the state of Massachusetts recent lifting of a three year "tax taking moratorium". Therefore, the Collectors Department was tasked with getting the city current with the tax taking process. Consequently, because of the expended Tax Title item mentioned above, we had to utilize our Other Services line item, ledger account # 11440004-53999, to pay for required processing fees such as advertisement and recording fees. Therefore, we also need to need to request an additional \$19,000 to replenish our Other Services account for expected expenses through June 30, 2023.

508-460-3730

From: Maria Silva
Sent: Monday, September 26, 2022 1:47 PM
To: Patrick Jones
Cc: Ernie Houle Elizabeth Manning Sullivan, John J (DOE)
Subject: FY23 Assessment

Hi Patrick,

I was under the impression that when we got off the phone a couple of weeks ago, you understood the breakdown of the 1st quarter assessment. We received your assessment payment however it was not paid in full.

Based on the letter enclosed with your first assessment invoice, we were advised by DESE that we could not use our funds to reduce your MLC for FY22 in the amount of \$156,803. Please advise as to when we should be receiving the balance due.

I have cc'd Jay Sullivan from DESE on this email if you have any further questions.

Thanks!

Maria

--

Maria Silva

Assabet Valley RVSD

Director of Business Operations

215 Fitchburg Street

Marlborough, MA 01752

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		Treasurer/Collector				FISCAL YEAR:		2023	
Available Balance	FROM ACCOUNT:				TO ACCOUNT:				Available Balance
	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	
<u>\$42,403.63</u>	<u>\$25,100.00</u>	<u>11330002</u>	<u>50520</u>	<u>Principal Clerk</u>	<u>\$25,100.00</u>	<u>11330001</u>	<u>50040</u>	<u>Treasury/Payroll Manager</u>	<u>\$0.00</u>
	Reason:	<u>Vacant position</u>				<u>Original assessment was amended</u>			
<u>\$194,690.51</u>	<u>\$194,690.51</u>	<u>11990006</u>	<u>53565</u>	<u>COVID 19</u>	<u>\$156,803.00</u>	<u>13900006</u>	<u>53280</u>	<u>Assabet Valley Regional</u>	<u>\$2,610,177.50</u>
	Reason:	<u>Funds no longer needed</u>				<u>Original assessment was amended</u>			
<u>\$112,500.00</u>	<u>\$79,112.49</u>	<u>11330006</u>	<u>57850</u>	<u>Bond Issue Expense</u>	<u>\$98,000.00</u>	<u>11490006</u>	<u>53999</u>	<u>Tax Title-Other Services</u>	<u>\$524.42</u>
	Reason:	<u>Costs will be offset with premiums</u>				<u>Aggressively going after delinquent properties</u>			
					<u>\$19,000.00</u>	<u>11440004</u>	<u>53999</u>	<u>Collector-Other Services</u>	<u>\$500.72</u>
	Reason:					<u>Aggressively going after delinquent properties</u>			
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City of Marlborough

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

February 8, 2023

TO: Mayor, City Council
FROM: Mark Gibbs, Information Technology Director

FY 2023 Mid-Year Review

The IT Department has been working diligently with the State due to our phone system being out of compliance for R911. To get everyone in the City and Schools compliant we needed to fast track our phone system from our obsolete system to the current IP-based system throughout the City and Schools. Moving to the new system means that every phone in the city is required to have a direct DID "inward phone number" for the R911 system, meaning that if a teacher or anyone calls 911 from a phone it must have the ability for 911 dispatchers to call the phone back directly and not go through a phone queue or a front desk to be transferred. I have attached to 2 laws (Kari's Law & RAY BAUM'S act) that are the main cause of us moving forward and making sure everyone in the City and Schools are safe, these laws have been in place since 2020.

Unfortunately, the city has been grandfathered into this old analog phone system with Verizon called centric. This older technology did not support this new type of calling and was much less expensive than the IP-based system we are moving to, hence the need for the additional \$59,500.

Thus far we have converted most departments, except for the Fire Department, for which we are waiting for grant moneys to add cabling for the new system.

I can explain in more detail the discussions with the state and how the laws work and effect the city and schools.

[Multi-line Telephone Systems – Kari's Law and RAY BAUM'S Act 911 Direct Dialing, Notification, and Dispatchable Location Requirements | Federal Communications Commission \(fcc.gov\)](#)

Thank You,
Mark

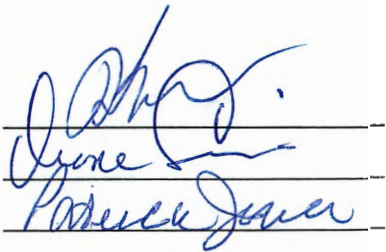
CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		IT				FISCAL YEAR:		2023	
		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$50,000.00</u>	<u>\$29,000.00</u>	<u>11550002</u>	<u>50520</u>	<u>Principal Clerk - IT</u>	<u>\$29,750.00</u>	<u>11550006</u>	<u>53420</u>	<u>Telephone-City</u>	<u>\$12,691.00</u>
	Reason:	<u>Position vacant for part of the year</u>				<u>Due to upgrade of phone switches</u>			
<u>\$129,758.84</u>	<u>\$30,500.00</u>	<u>16100003</u>	<u>51261</u>	<u>Part-Time Library Clerks</u>	<u>\$29,750.00</u>	<u>11550006</u>	<u>53421</u>	<u>Telephone-School</u>	<u>\$2,533.53</u>
	Reason:	<u>Vacancies</u>				<u>Due to upgrade of phone switches</u>			
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Reason:	<u> </u>				<u> </u>			
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Reason:	<u> </u>				<u> </u>			
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	Reason:	<u> </u>				<u> </u>			
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Reason:	<u> </u>				<u> </u>			
		<u>\$59,500.00</u>	<u>Total</u>		<u>\$59,500.00</u>	<u>Total</u>			

Department Head signature:

Auditor signature:

Finance Director signature:





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

**KEVIN J. BREEN
FIRE CHIEF**

**PHONE: (508) 624-6986
FAX: (508) 460-3795**

February 3, 2023

Patrick Jones, Comptroller
City of Marlborough
140 Main Street
Marlborough, MA 01752

REF: MFD FY2023 Mid-Year Budget Review

Dear Mr. Jones:

In response to Auditor Diane Smith's January 13, 2023, email, please find attached a spreadsheet detailing Marlborough Fire Department's FY2023 mid-year budget review to include our year end projections. Working with Finance Assistant, Heather Clark, we have identified an anticipated surplus of \$38,000 for FY2023 (See attached). However, we also request the following adjustments (transfer requests) within our FY2023 operating budget:

Acct.# 12200003-51300	Additional Gross Overtime	\$ 80,000
Acct.# 12200003-51328	Call Fire Overtime	\$ 30,000
Acct.# 12200003-51490	Holiday	\$ 40,000
Acct.# 12200006-51990	Meal Allowances	\$ 1,500
Acct.# 12200006-52560	Vehicle Repair and Maintenance	\$ 50,000
Acct.# 12200006-58590	Protective Equipment	\$ 10,000
Acct.# 12200007-58512	Fire Department Equipment	\$ 25,000

Kindly let us know if we can provide any additional information or answer any questions.

Sincerely,

Kevin J. Breen
Fire Chief

Heather Clark
Finance Assistant

W/Attachments

Cc: Hon. Arthur G. Vigeant, Mayor
Diane Smith, Auditor

Marlborough Fire Department FY2023 Mid-Year Budget Review Submission			Original Approp	Transfers/Adj.	Revised		SURPLUS/DEFICIT	Adjusted FY2023 Budget
2200	FIRE DEPARTMENT							
12200001	50130	FIRE CHIEF	\$ 175,484	\$ -	\$ 175,484	\$ -	\$ -	\$ 175,484
12200001	50330	ASSISTANT CHIEF	\$ 276,801	\$ -	\$ 276,801	\$ -	\$ -	\$ 276,801
12200001	50334	BATTALION CHIEF	\$ 387,133	\$ -	\$ 387,133	\$ -	\$ -	\$ 387,133
12200001	50450	FIREFIGHTER	\$ 3,820,753	\$ (23,398)	\$ 3,797,355	\$ 100,000	\$ -	\$ 3,697,355
12200001	50800	FIRE CAPTAINS	\$ 354,704	\$ -	\$ 354,704	\$ -	\$ -	\$ 354,704
12200001	50805	FIRE INSPECTOR	\$ 82,093	\$ -	\$ 82,093	\$ 50,000	\$ -	\$ 32,093
12200001	50810	FIRE LIEUTENANTS	\$ 733,334	\$ -	\$ 733,334	\$ 60,000	\$ -	\$ 673,334
12200001	51210	CIVIL DEFENSE DIRECTOR	\$ 16,500	\$ -	\$ 16,500	\$ -	\$ -	\$ 16,500
12200002	50062	FINANCE ASSISTANT	\$ 69,800	\$ -	\$ 69,800	\$ -	\$ -	\$ 69,800
12200002	50400	PART TIME CLERK	\$ 20,007	\$ -	\$ 20,007	\$ 12,000	\$ -	\$ 8,007
12200003	51226	FIRE DEPART/FIRST RESPONDER	\$ 105,928	\$ -	\$ 105,928	\$ -	\$ -	\$ 105,928
12200003	51300	ADDITIONAL GROSS-OVERTIME	\$ 582,177	\$ -	\$ 582,177	\$ (80,000)	\$ -	\$ 662,177
12200003	51324	OVERTIME/VEHICLE MAINTENANCE	\$ 46,001	\$ -	\$ 46,001	\$ -	\$ -	\$ 46,001
12200003	51328	CALL FIRE OVERTIME	\$ 92,342	\$ -	\$ 92,342	\$ (30,000)	\$ -	\$ 122,342
12200003	51412	HAZMAT PAY	\$ 107,500	\$ -	\$ 107,500	\$ 12,500	\$ -	\$ 95,000
12200003	51430	LONGEVITY	\$ 147,230	\$ -	\$ 147,230	\$ 20,000	\$ -	\$ 127,230
12200003	51440	EDUCATIONAL INCENTIVE	\$ 358,254	\$ -	\$ 358,254	\$ 10,000	\$ -	\$ 348,254
12200003	51450	NIGHT SHIFT DIFFERENTIAL	\$ 154,391	\$ -	\$ 154,391	\$ -	\$ -	\$ 154,391
12200003	51480	EMERGENCY MEDICAL TRAINING	\$ 229,798	\$ -	\$ 229,798	\$ 10,000	\$ -	\$ 219,798
12200003	51481	OVERTIME SPECIAL SERVICES	\$ 10,000	\$ -	\$ 10,000	\$ -	\$ -	\$ 10,000
12200003	51490	HOLIDAY	\$ 487,536	\$ -	\$ 487,536	\$ (40,000)	\$ -	\$ 527,536
12200003	51920	SICK LEAVE BUY BACK	\$ 135,710	\$ 21,824	\$ 157,534	\$ -	\$ -	\$ 157,534
12200003	51940	CLOTHING ALLOWANCE	\$ 97,250	\$ 5,390	\$ 102,640	\$ -	\$ -	\$ 102,640
12200003	51980	LICENSE/PERMIT FEES	\$ 6,815	\$ -	\$ 6,815	\$ -	\$ -	\$ 6,815
12200005	53490	COMMNCTN MAINT & SUPPLIES	\$ 4,350	\$ -	\$ 4,350	\$ -	\$ -	\$ 4,350
12200005	55000	OPERATION SUPPLIES	\$ 20,000	\$ 936	\$ 20,936	\$ -	\$ -	\$ 20,936
12200006	51990	MEAL ALLOWANCES	\$ 2,500	\$ 1,574	\$ 4,074	\$ (1,500)	\$ -	\$ 5,574
12200006	52500	REP/MAINT EQUIPMENT	\$ 17,000	\$ 1,747	\$ 18,747	\$ -	\$ -	\$ 18,747
12200006	52560	VEHICLE REPAIR & MAINTENANCE	\$ 238,123	\$ 46,505	\$ 284,628	\$ (50,000)	\$ -	\$ 334,628
12200006	55890	EMERGENCY MANAGEMENT	\$ 23,100	\$ -	\$ 23,100	\$ -	\$ -	\$ 23,100
12200006	57340	DUES & SUBSCRIPTIONS	\$ 5,000	\$ -	\$ 5,000	\$ -	\$ -	\$ 5,000
12200006	58590	PROTECTIVE EQUIPMENT	\$ 71,775	\$ 54,049	\$ 125,824	\$ (10,000)	\$ -	\$ 135,824
12200007	58512	FIRE DEPT EQUIPMENT	\$ 48,000	\$ 18,360	\$ 66,360	\$ (25,000)	\$ -	\$ 91,360
TOTAL	FIRE DEPARTMENT		\$ 8,927,389	\$ 126,987	\$ 9,054,376	\$ 38,000	\$ -	\$ 9,016,376

2/7/2023

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

	DEPT:	FIRE				FISCAL YEAR:			2023
		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$337,330.59</u>	<u>\$50,000.00</u>	<u>12200001</u>	<u>50810</u>	<u>Fire Lieutenant</u>	<u>\$50,000.00</u>	<u>12200006</u>	<u>52560</u>	<u>Vehicle Repair & Maint.</u>	<u>\$96,934.49</u>
	Reason:	<u>Vacancy</u>				<u>Cost increases due to service issues w/ fleet</u>			
<u>\$20,007.00</u>	<u>\$1,500.00</u>	<u>12200002</u>	<u>50400</u>	<u>Part time Clerk</u>	<u>\$1,500.00</u>	<u>12200006</u>	<u>51990</u>	<u>Meal allowance</u>	<u>\$940.82</u>
	Reason:	<u>Vacancy</u>				<u>Significant events requiring mutual aid from several communities increased rehab expenses</u>			
<u>\$337,330.59</u>	<u>\$10,000.00</u>	<u>12200001</u>	<u>50810</u>	<u>Fire Lieutenant</u>	<u>\$10,000.00</u>	<u>12200007</u>	<u>58512</u>	<u>Fire Dept Equipment</u>	<u>\$10,812.37</u>
	Reason:	<u>Vacancy</u>				<u>Equipment for new Squad 1</u>			
<u>\$55,005.86</u>	<u>\$15,000.00</u>	<u>12200003</u>	<u>51430</u>	<u>Longevity</u>	<u>\$15,000.00</u>	<u>12200007</u>	<u>58512</u>	<u>Fire Dept Equipment</u>	<u>\$10,812.37</u>
	Reason:	<u>Retirements</u>				<u>Equipment for new Squad 1</u>			
<u>\$20,007.00</u>	<u>\$10,000.00</u>	<u>12200002</u>	<u>50400</u>	<u>Part time Clerk</u>	<u>\$10,000.00</u>	<u>12200006</u>	<u>58590</u>	<u>Protective Equipment</u>	<u>\$22,494.80</u>
	Reason:	<u>Vacancy</u>				<u>New hire cost over runs</u>			
	<u>\$86,500.00</u>	<u>Total</u>			<u>\$86,500.00</u>	<u>Total</u>			

Department Head signature:

Auditor signature:

Comptroller signature:

Kevin Breen
Debra Jones
Robert Jones



City of Marlborough
Department of Public Works

135 NEIL STREET
 MARLBOROUGH, MASSACHUSETTS 01752
 TEL. 508- 624-6910
 *TDD 508-460-3610

SEAN M. DIVOLL, P.E.
 COMMISSIONER

MEMORANDUM

Date: February 8, 2023
To: Mayor Vigeant
From: Sean Divoll, P.E, DPW Commissioner
Copy: Diane Smith, City Auditor
Re: DPW Mid-year Transfer Request

SMD

Attached herewith are mid-year budget transfer requests in the amount of \$730,500 from available funds to cover costs for the following:

1. Increase in overtime usage in various accounts;
2. Increase in costs for building maintenance and repair;
3. Increase in building maintenance material cost;
4. Unforeseen benefit cost for an employee resignation;
5. Increase in chemical cost for water treatment;
6. Unforeseen costs for pump repairs at pumping stations;
7. Increase in legal fees for ongoing litigation with Northborough;
8. Increase in equipment repair cost at the East Plant;
9. Increase in chemical costs for wastewater treatment;
10. Increase in equipment and repair cost at the West Plant.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: DPW - Facilities and Administration

FISCAL YEAR: 2023

Available Balance	FROM ACCOUNT:				TO ACCOUNT:				Available Balance
	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	
<u>\$97,950.22</u>	<u>\$20,000.00</u>	<u>11920003</u>	<u>50560</u>	<u>Custodian</u>	<u>\$20,000.00</u>	<u>11920006</u>	<u>52469</u>	<u>Rep/Maint Buildings</u>	<u>\$91,529.03</u>
	Reason:	<u>Excess due to vacancy</u>				<u>Increased building repair</u>			
<u>\$42,300.00</u>	<u>\$42,300.00</u>	<u>11920001</u>	<u>50291</u>	<u>Asst. Comm. - Facilities</u>	<u>\$42,300.00</u>	<u>13032006</u>	<u>52469</u>	<u>Rep/Maint Buildings</u>	<u>\$177,563.27</u>
	Reason:	<u>Excess due to vacancy</u>				<u>Increased building repair</u>			
<u>\$26,140.00</u>	<u>\$8,000.00</u>	<u>13032001</u>	<u>50291</u>	<u>Asst. Comm. - Facilities</u>	<u>\$8,000.00</u>	<u>11920006</u>	<u>53999</u>	<u>Other Services</u>	<u>\$52,639.91</u>
	Reason:	<u>Excess due to vacancy</u>				<u>Increased material cost</u>			
<u>\$26,140.00</u>	<u>\$700.00</u>	<u>13032001</u>	<u>50291</u>	<u>Asst. Comm - Facilities</u>	<u>\$700.00</u>	<u>14001002</u>	<u>50062</u>	<u>Financial Anaylst</u>	<u>\$24,789.27</u>
	Reason:	<u>Excess due to vacancy</u>				<u>Former employee benefit cost</u>			
	Reason:								
	<u>\$71,000.00</u>	<u>Total</u>			<u>\$71,000.00</u>	<u>Total</u>			

DPW 1 of 6

Department Head signature: _____

Auditor signature: _____

Finance Director signature: _____


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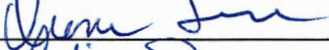
CITY OF MARLBOROUGH
BUDGET TRANSFERS --

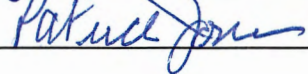
	DEPT:	DPW - Fleet and RDF				FISCAL YEAR:	2023		
		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$66,100</u>	<u>\$7,000.00</u>	<u>60081001</u>	<u>50750</u>	<u>Equipment Operator</u>	<u>\$7,000.00</u>	<u>14001403</u>	<u>51310</u>	<u>Overtime - Regular</u>	<u>\$3,091.72</u>
	Reason:	<u>Excess due to vacancy</u>				<u>Usage due to vacancy</u>			
<u>\$66,100</u>	<u>\$30,000.00</u>	<u>60081001</u>	<u>50750</u>	<u>Equipment Operator</u>	<u>\$30,000.00</u>	<u>14003003</u>	<u>51310</u>	<u>Overtime - Regular</u>	<u>\$4,915.69</u>
	Reason:	<u>Excess due to vacancy</u>				<u>Usage due to vacancy</u>			
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Reason:	<u> </u>				<u> </u>			
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Reason:	<u> </u>				<u> </u>			
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Reason:	<u> </u>				<u> </u>			
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	Reason:	<u> </u>				<u> </u>			
<u> </u>	<u>\$37,000.00</u>	<u>Total</u>			<u>\$37,000.00</u>	<u>Total</u>			

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		DPW - Sewer				FISCAL YEAR:		2023	
FROM ACCOUNT:						TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$510,044</u>	<u>\$27,000.00</u>	<u>60086006</u>	<u>52935</u>	<u>Solid Waste Disposal</u>	<u>\$27,000.00</u>	<u>61090006</u>	<u>52320</u>	<u>Water - MWRA</u>	<u>\$0.00</u>
	Reason:	<u>Less sludge than anticipated</u>				<u>Increased chemical cost</u>			
<u>\$510,044</u>	<u>\$90,000.00</u>	<u>60086006</u>	<u>52935</u>	<u>Solid Wate Disposal</u>	<u>\$90,000.00</u>	<u>60080006</u>	<u>55660</u>	<u>Pumping Station</u>	<u>\$2,625.52</u>
		<u>Less sludge than anticipated</u>				<u>Increased equipment repair</u>			
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>	<u> </u>
	\$117,000.00	Total				\$117,000.00	Total		

Department Head signature: 

Auditor signature: 

Comptroller signature: 

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		DPW - Water				FISCAL YEAR:		2023	
FROM ACCOUNT:		TO ACCOUNT:							
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$59,500	\$45,000.00	14001101	50700	Grade 2 Engineer	\$45,000.00	60080004	53110	Legal Services	\$0.00
	Reason:	Excess due to vacancy				Northborough - legal fees			
\$147,929	\$15,000.00	61090001	50690	Foreman	\$15,000.00	60080004	53110	Legal Services	\$0.00
	Reason:	Excess due to vacancy				Northborough - legal fees			
\$190,120	\$20,000.00	60081001	50850	Treatment Plant Operator	\$20,000.00	60080004	53110	Legal Services	\$0.00
	Reason:	Excess due to vacancy				Northborough - legal fees			
\$34,864	\$20,000.00	14001503	51240	Part-Time Help	\$20,000.00	60080004	53110	Legal Services	\$0.00
	Reason:	Excess due to vacancy				Northborough - legal fees			
	Reason:								
	\$100,000.00	Total			\$100,000.00	Total			

Department Head signature: _____

Auditor signature: _____

Comptroller signature: _____

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		DPW - East Plant				FISCAL YEAR:		2023	
FROM ACCOUNT:		TO ACCOUNT:							
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$190,120</u>	<u>\$20,000.00</u>	<u>60081001</u>	<u>50850</u>	<u>Treatment Plant Operator</u>	<u>\$20,000.00</u>	<u>60081006</u>	<u>52464</u>	<u>Rep/Maint - East Plant</u>	<u>\$25,700.30</u>
	Reason:	<u>Excess due to vacancy</u>				<u>Increased equipment repair</u>			
<u>\$66,100</u>	<u>\$20,000.00</u>	<u>60081001</u>	<u>50750</u>	<u>Equipment Operator</u>	<u>\$20,000.00</u>	<u>60081006</u>	<u>52464</u>	<u>Rep/Maint - East Plant</u>	<u>\$25,700.30</u>
	Reason:	<u>Excess due to vacancy</u>				<u>Increased equipment repair</u>			
<u>\$510,044</u>	<u>\$183,000.00</u>	<u>60086006</u>	<u>52935</u>	<u>Solid Waste Disposal</u>	<u>\$183,000.00</u>	<u>60081006</u>	<u>55950</u>	<u>East Waste Water</u>	<u>\$25,637.81</u>
	Reason:	<u>Less sludge than anticipated</u>				<u>Increased chemical cost</u>			
<u>\$510,044</u>	<u>\$35,000.00</u>	<u>60086006</u>	<u>52935</u>	<u>Solid Waste Disposal</u>	<u>\$35,000.00</u>	<u>60081003</u>	<u>51310</u>	<u>Overtime - Regular</u>	<u>\$16,588.18</u>
	Reason:	<u>Less sludge than anticipated</u>				<u>Increased overtime usage</u>			
	Reason:								
	<u>\$258,000.00</u>	Total			<u>\$258,000.00</u>	Total			

DPW 5 of 6

Department Head signature:

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CITY OF MARLBOROUGH
BUDGET TRANSFERS --

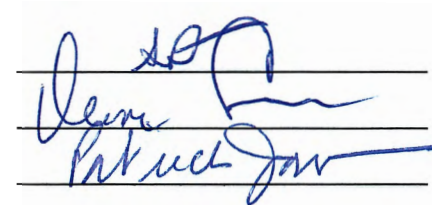
DEPT:		DPW - West Plant				FISCAL YEAR:		2023	
		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$510,044</u>	<u>\$30,000.00</u>	<u>60086006</u>	<u>52935</u>	<u>Solid Waste Disposal</u>	<u>\$30,000.00</u>	<u>60085003</u>	<u>51310</u>	<u>Overtime - Regular</u>	<u>\$21,463.62</u>
	Reason:	<u>Less sludge than anticipated</u>				<u>Increased overtime usage</u>			
<u>\$510,044</u>	<u>\$70,000.00</u>	<u>60086006</u>	<u>52935</u>	<u>Solid Waste Disposal</u>	<u>\$70,000.00</u>	<u>60085006</u>	<u>55980</u>	<u>West Waste Water</u>	<u>\$87,481.57</u>
	Reason:	<u>Less sludge than anticipated</u>				<u>Increased chemical cost</u>			
<u>\$510,044</u>	<u>\$40,000.00</u>	<u>60086006</u>	<u>52935</u>	<u>Solid Waste Disposal</u>	<u>\$40,000.00</u>	<u>60085006</u>	<u>52463</u>	<u>Rep/Maint - West Plant</u>	<u>\$2,514.03</u>
	Reason:	<u>Less sludge than anticipated</u>				<u>Additional repair/maint needed</u>			
<u>\$53,551</u>	<u>\$7,500.00</u>	<u>60081001</u>	<u>50910</u>	<u>Hd Treatment Plant Operator</u>	<u>\$7,500.00</u>	<u>60085006</u>	<u>52463</u>	<u>Rep/Maint - West Plant</u>	<u>\$2,514.03</u>
	Reason:	<u>Excess due to vacancy</u>				<u>Additional repair/maint needed</u>			
	Reason:								
	\$147,500.00	Total							
					\$147,500.00	Total			

DPW 6 of 6

Department Head signature:

Auditor signature:

Comptroller signature:





CITY OF MARLBOROUGH

BOARD OF HEALTH

140 Main Street, Lower Level
Marlborough, Massachusetts 01752
Facsimile (508) 460-3638 TDD (508) 460-3610

James Griffin, Chair
Joseph Tennyson, MD, Vice Chair

Tel (508) 460-3751

MEMORANDUM

To: Mayor Vigeant
From: John Garside, Director of Public Health
Date: 2/8/2023
Subject: Midyear BOH budget transfer request

Principal Clerk Tina Nolin's line item is short \$1,072. She was paid slbb and longevity that was not budgeted correctly. The Sealer's line item has an excess to accommodate. Thank you.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

	DEPT:	Board of Health				FISCAL YEAR:	2023		
		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$10,595.00</u>	<u>\$1,071.68</u>	<u>15120001</u>	<u>50220</u>	<u>Sealer of Weights-BOH</u>	<u>\$450.00</u>	<u>15120003</u>	<u>51430</u>	<u>Longevity</u>	<u>\$0.00</u>
	Reason:	<u>Available funds</u>				<u>Employee eligible but was not budgeted</u>			
					<u>\$621.68</u>	<u>15120003</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$0.00</u>
	Reason:					<u>Employee eligible but was not budgeted</u>			
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Memo

To: Arthur G. Vigeant, Mayor

From: John Harmon, Director of Human Resources

Date: February 8, 2023

RE: Mid-year funding request – Human Resources Budget

Per the Auditor's department request for mid-year transfers, I am requesting the following transfers for a total of \$22,775.

The HR Director salary line has been used to pay for a few Human Resources Directors during the FY23 budget. This has created a need for additional funds in the salary line. Therefore, I am requesting a mid-year transfer into our Human Resources Director account #11520001-50530, in the amount of \$15,000 to cover the anticipated salary needs through June 30, 2023.

The Conference and Training account #11520006-57380 has allocated funds to cover the departments' upcoming trainings. There have been requests exceeding the training budget. Therefore, I am requesting \$7,775.00 in additional funds to cover the current requests for expected expenses through June 30, 2023.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		Human Resources			FISCAL YEAR:		2023		
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$129,758.84</u>	<u>\$22,775.00</u>	<u>16100003</u>	<u>51261</u>	<u>Part-Time Library Clerks</u>	<u>\$15,000.00</u>	<u>11520001</u>	<u>50530</u>	<u>HR Director</u>	<u>\$32,102.15</u>
	Reason:	<u>Vacancies</u>				<u>Needed to fully fund through June 30th</u>			
					<u>\$7,775.00</u>	<u>11520006</u>	<u>57380</u>	<u>Conference & Training</u>	<u>\$33,190.22</u>
	Reason:					<u>To cover requested training through June 30th</u>			
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City of Marlborough
Legal Department

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

JASON D. GROSSFIELD
CITY SOLICITOR

JEREMY P. MCMANUS
ASSISTANT CITY SOLICITOR

BEATRIZ R. ALVES
PARALEGAL

February 8, 2023

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

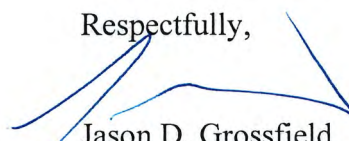
Re: Mid-Year Transfer – FY 23

Dear Honorable Mayor Vigeant:

Enclosed please find a transfer request to the legal services account to maintain anticipated necessary funds being available for legal services, due to unbudgeted outside counsel services associated with various legal matters.

Thank you for your consideration. Please contact me if you have any questions.

Respectfully,



Jason D. Grossfield
City Solicitor

Enclosure



City of Marlborough
Office of the Mayor

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 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 2023 FEB -9 AM 11:30

Arthur G. Vigeant
 MAYOR

Patricia M. Bernard
 CHIEF OF STAFF

140 Main Street
 Marlborough, Massachusetts 01752
 508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlborough-ma.gov

Candace McGrath
 EXECUTIVE ADMINISTRATOR

February 9, 2023

City Council President Michael Ossing
 Marlborough City Council
 140 Main Street
 Marlborough, MA 01752

Re: Request to increase Public Safety Revolving Fund

Honorable President Ossing and Councilors:

Enclosed for your review and acceptance is an order to increase the spending limit for the Public Safety Revolving Fund for the remainder of Fiscal Year 2023 to \$203,000.00

Patriot Ambulance pays annual dispatch fees to the City in the amount of \$116,869.80 that may be used for any public safety expenditures. Enclosed is a summary of the account and expenditures to date. Chiefs Breen and Giorgi anticipate utilizing this fund for additional training and equipment upgrades through year's end.

Please let me know if you have any questions.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
 Mayor

Enclosures

ORDERED:

That the City Council authorizes increasing the maximum amount that may be expended from the Public Safety Revolving Fund during fiscal year 2023 as set forth in Council Order No. 22-1008604B-1, from \$120,000 to \$203,000.

ADOPTED

In City Council

Order No. 23-XXX

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:



CITY OF MARLBOROUGH

Office of the City Auditor

140 Main St.

Marlborough, MA 01752

February 8, 2023

MEMORANDUM

TO: Mayor Arthur G. Vigeant

FROM: Diane Smith, City Auditor

DS

RE: Public Safety Training Revolving Account

The income and expenditures of the Public Safety Training Revolving account are as follows:

Beginning balance as of July 1, 2022	\$ 86,067.42
Funds received to date	116,869.80
Expenditures to date-	
Police Academy	(22,400.00)
Federal Ammunition	(4,448.70)
Hazardous Materials Training	(2,909.59)
Atlantic Tactical	(6,483.75)
Motorola Portable Radios	(25,335.36)
Jurek Bros Firearms & Holsters	(3,740.00)
MHQ Municipal Vehicles	(54,430.06)
Subtotal	(119,747.46)
Encumbrances	-
Balance as of February 8, 2023	\$ <u>83,189.76</u>



City of Marlborough
Office of the Mayor

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2023 FEB -9 AM 11:30

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

140 Main Street
Marlborough, Massachusetts 01752
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www.marlborough-ma.gov

Candace McGrath
EXECUTIVE ADMINISTRATOR

February 9, 2023

City Council President Michael Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Proposed amended order for Senior Citizen Tax Work Off program

Honorable President Ossing and Councilors:

Enclosed for your review and acceptance is a proposed amended order that would allow the City to increase the amount of tax reduction from \$1,000.00 to \$1,500.00 to eligible senior citizens who participate in the Senior Citizen Tax Work Off Program (SCRPT) in exchange for 100 hours of work. These changes will be effective March 1, 2023 based on City Council approval.

The program will continue to be funded through the Overlay Account.

This increase will be beneficial to our eligible seniors who are on fixed incomes and struggle with the increase in groceries and average cost of living expenses.

Please let me know if you have any questions.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure

DRAFT – 1/30/23

ORDERED:

WHEREAS, the City of Marlborough accepted Mass. Gen. Laws c. 59, s. 5K (City Council Order No. 12-1004062) authorizing the establishment of a property tax work-off program for senior citizens beginning in FY 2013;

WHEREAS, the City adopted local rules for the program as set forth in City Council Order No. 12-1004062, later amended in 2019 by City Council Order No. 19-1007547;

WHEREAS, the City seeks to increase the maximum abatement that senior citizen volunteers may earn for a fiscal year in this program from \$1,000 to \$1,500;

NOW THEREFORE, it is hereby ordered that the City adopts the following local rules for the program, superseding the above-referenced prior adopted local rules, effective _____ :

CITY OF MARLBOROUGH

SENIOR CITIZEN PROPERTY TAX WORK-OFF ABATEMENT PROGRAM RULES

A. Age.

The individual applying to participate in the program must have attained the age of sixty (60) years prior to the start of the tax year for which that applicant seeks a reduction in his or her real property tax obligation.

B. Property Ownership.

The applicant seeking the reduction must have resided in the City for at least five (5) consecutive calendar years prior to the start of the tax year for which that applicant seeks a reduction in his or her real property tax obligation.

The property as to which the tax reduction is sought must be owned by, or serve as the primary residence of, the applicant seeking the reduction. Qualified rental properties must be owner-occupied.

The property as to which the tax reduction is sought shall be eligible for only one (1) abatement per tax year, no matter how many individuals may be the record owners of that property.

C. Qualifications

The applicant seeking the reduction must have annual gross income, as calculated by the Department of Revenue, that qualifies for the senior circuit breaker tax credit in the calendar year prior to the start of the tax year for which that applicant seeks a reduction in his or her real property tax obligations.

No individual is eligible to seek a reduction in his or her real property tax obligations if, for the tax year he or she would otherwise be eligible, he or she is employed by the City of Marlborough on either a full-time or part-time basis.

All individuals will be required to disclose any potential or perceived conflicts of interest on their application, including but not limited to, residing in the same residence or household with a full or part-time City employee, and working for a business or entity that performs contractual services for the City.

D. Maximum Abatement and Hourly Rate

The maximum abatement that a participant may earn is \$1,500.00 per fiscal year. A participant will receive credit for their services at an hourly rate equal to the state's minimum wage rate (currently \$15.00 per hour, therefore, a participant must work a total of 100 hours to receive the maximum abatement).

E. Program Administration; Limitations

If the number of eligible applicants for this program exceeds the number of available positions in a given fiscal year, a lottery shall be held by the Council on Aging to determine placement. From time to time, eligible applicants who possess unique skills or talents that would aid municipal operations may be placed in positions upon direct approval of the Mayor. The number of annual participants will not exceed 30 (fractional volunteers can be combined to equal one participant) without prior City Council approval.

The Council on Aging, in cooperation with the Assessor's Office and the Personnel Department of the City, shall have the responsibility to maintain a record for each applicant participating in the program, including but not limited to records for the number of hours of service volunteered by each applicant and the total amount by which his or her real property tax obligation has been reduced on his or her tax bill. A copy of such records shall be provided to the applicant prior to the issuance of his or her actual tax bill.

Prior to the end of each fiscal year, the Mayor's office shall furnish an annual report and summary of this program to the City Council.

No provisions of this order shall be changed unless approved by the Mayor and City Council.

ADOPTED

In City Council

Order No. 23-

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
123 FEB -9 AM 11:30

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlbrough-ma.gov

Candace McGrath
EXECUTIVE ADMINISTRATOR

February 9, 2023

City Council President Michael Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Appointment of Chad Carter as Executive Director of Marlborough Community Development Authority

Honorable President Ossing and Councilors:

I am happy to submit the appointment of Chad Carter as Executive Director for a three-year term to expire on January 31, 2026, upon City Council confirmation.

Mr. Carter, a former summer intern, began his career in the Community Development Office in 2015 as an administrative assistant where he quickly grew into the finance director role. Mr. Carter took over as interim director when Ms. Morris departed last March.

The Marlborough Community Development Authority's (MCDA) board had approved a one-year contract as interim director, and we neglected to send it to Council. The MCDA board recently approved a three-year contract with a salary of \$98,000. Mr. Carter has proven that he can successfully oversee multiple housing facilities, manage his staff while administering resources and support to residents.

Once the contract is executed, we will forward a copy prior to the Personnel meeting.

Please let me know if you have any questions.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Mayor

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CITY OF MARLBOROUGH
2023 FEB -9 AM 11:30

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

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Candace McGrath
EXECUTIVE ADMINISTRATOR

February 9, 2023

City Council President Michael Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Reappointment of Diane Smith as City Auditor

Honorable President Ossing and Councilors:

I am happy to submit the reappointment of Diane Smith as City Auditor for a three-year term to expire on February 24, 2026 upon City Council confirmation.

Ms. Smith is a valued and dedicated member of my team who keeps us in compliance with the Department of Revenue and Division of Local Services. She is instrumental in assisting with the budget process and is often an information source for all city department heads.

For the last few years, she took on additional accounting duties in relation to the CARES Act and the American Rescue Plan Act (ARPA) that are still ongoing.

Please let me know if you have any questions.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Mayor

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CITY OF MARLBOROUGH
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Arthur G. Vigeant
MAYOR

Patricia M. Bernard
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Candace McGrath
EXECUTIVE ADMINISTRATOR

February 9, 2023

City Council President Michael H. Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Reappointment of Veterans' Agent Mike Hennessy

Honorable President Ossing and Councilors:

I am pleased to submit for your confirmation the reappointment of Veterans' Agent Mike Hennessy for a three-year term to expire March 23, 2026.

Mr. Hennessy has a deep understanding of the unique challenges faced by veterans, and he has worked tirelessly to ensure that they receive the benefits and support they deserve. His attention to detail, commitment to providing exceptional services to each veteran, and dedication to the job leads me to the reappointment of Mr. Hennessy.

I am confident that Mr. Hennessy will continue to serve our veterans with the same level of dedication and hard work that he has shown throughout his career here in Marlborough.

Thank you in advance for your consideration of this reappointment. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Mayor

140 Main Street
Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
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Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

Candace McGrath
EXECUTIVE ADMINISTRATOR

February 9, 2023

City Council President Michael Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Reappointments to the Council on Aging

Honorable President Ossing and Councilors:

I am happy to submit the reappointments of Patricia D. Gallier and Leslie L. Biggar, each for a four-year term to expire on Monday May 4, 2026, upon City Council approval.

On behalf of the City, I would like to take this opportunity to thank Mss. Gallier and Biggar for their years of continued service and dedication supporting our seniors.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Mayor

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CITY OF MARLBOROUGH
2023 FEB -9 AM 11:30

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

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Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlbrough-ma.gov

Candace McGrath
EXECUTIVE ADMINISTRATOR

February 9, 2023

City Council President Michael Ossing
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Reappointments for the Library Board of Trustees

Honorable President Ossing and Councilors:

I am happy to submit the reappointments of the following members each for a three-year term upon City Council approval. All these reappointments have been serving as holdovers and their expiration dates coincide with their designated prior terms.

Thomas J. Abel, expiring on 1/7/25

William F. Brewin, Jr., expiring on 9/23/24

Rustin S. Kyle, expiring on 9/23/24

Janice M. Merk, expiring on 2/2/24

Robyn M. Ripley, expiring on 2/1/25

I would like to take this opportunity to thank all members for their dedication and support of the Marlborough Public Library especially during this transitional time. The Trustees successfully hired a well-suited new Library Director, and we all look forward to celebrating the newly expanded MPL in the coming months.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough

Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL (508) 460-3771 FAX (508) 460-3698 TDD (508) 460-3610

LEGAL@MARLBOROUGH-MA.GOV

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
JASON D. GROSSFIELD
CITY SOLICITOR

2023 FEB -9 AM 10:59
JEREMY P. MCMANUS
ASSISTANT CITY SOLICITOR

BEATRIZ R. ALVES
PARALEGAL

February 9, 2023

Michael H. Ossing, President
Marlborough City Council
City Hall
140 Main Street
Marlborough, MA 01752

Re: Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project
Special Permit Condition #6 – Green District, Phase 1 (Simarano Drive)

Dear Honorable President Ossing and Councilors:

Enclosed please find a proposed order authorizing a Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project ("RA"), with the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD") and Green District Owner, LLC. This item is in proper legal form.

Condition No. 6 (Affordable Units) of the special permit decision of the City Council (Order No. 19-1007762) for the above-referenced multifamily project requires that ten percent (10%) of dwelling units be made available as affordable rental units, in accordance with DHCD requirements. Entering into the RA is a DHCD requirement for the units to remain affordable in perpetuity and eligible to be added to the subsidized housing inventory for Marlborough. The RA is based on DHCD's model form and has been reviewed by DHCD and the developer.

Please contact me if you have any questions or concerns.

Respectfully,

Jason D. Grossfield
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor
Tin Htway, Building Commissioner

ORDERED:

That the City Council of the City of Marlborough hereby authorizes the Mayor, on behalf of the City of Marlborough, to enter into and execute a Local Initiative Program (LIP) Regulatory Agreement and Declaration of Restrictive Covenants for Rental Project (Local Action Units), in substantially the form attached hereto, with the Commonwealth of Massachusetts Department of Housing and Community Development and Green District Owner, LLC. Said Regulatory Agreement is relative to the first-phase of the "Green District" residential development on Simarano Drive, as required by Condition No. 6 (Affordable Units) of the special permit decision of the City Council (Order No. 19-1007762).

ADOPTED

In City Council
Order No. 23-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

LOCAL INITIATIVE PROGRAM

REGULATORY AGREEMENT
AND
DECLARATION OF RESTRICTIVE COVENANTS
FOR
RENTAL PROJECT
Local Action Units

This Regulatory Agreement and Declaration of Restrictive Covenants (the "Agreement") is made this _____ day of _____, 2023 by and among the Commonwealth of Massachusetts, acting by and through the Department of Housing and Community Development ("DHCD") pursuant to G.L. c.23B §1 as amended by Chapter 19 of the Acts of 2007, the City of Marlborough ("the Municipality"), and Green District Owner LLC, a Delaware limited liability company, having an address at c/o Post Road Residential, 11 Unquowa Road, Fairfield, CT 06824 and its successors and assigns (the "Developer").

WITNESSETH:

WHEREAS, pursuant to G.L. c. 40B, §§ 20-23 (the "Act") and the final report of the Special Legislative Commission Relative to Low and Moderate Income Housing Provisions issued in April 1989, regulations have been promulgated at 760 CMR 56.00 (the "Regulations") which establish the Local Initiative Program ("LIP") and *Comprehensive Permit Guidelines: M.G.L. Chapter 40B Comprehensive Permit Projects - Subsidized Housing Inventory* have been issued thereunder (the "Guidelines");

WHEREAS, the Developer intends to construct the first phase of a rental housing development known as "The Burrow", which will be the first phase of a two-phase development known as "The Green District", at an approximately 442,567 square foot site on Simarano Drive in the Municipality, more particularly described in Exhibit A attached hereto and made a part hereof;

WHEREAS, the first phase of the development is to consist of two hundred and thirty-five (235) rental dwellings (the "Units"), of which twenty-four (24) of the Units will be rented at rents specified in this Agreement (the "Project") to Eligible Tenants (as defined in Section 2 of this Agreement (the "Low and Moderate Income Units");

WHEREAS, the Chief Executive Officer of the Municipality (as that term is defined in the Regulations) and the Developer have made application to DHCD to certify that the units in the Project are Local Action Units (as that term is defined in the Guidelines) within the LIP Program; and

WHEREAS, in partial consideration of the execution of this Agreement, DHCD has issued or will issue its final approval of the Project within the LIP and has given and will give technical and other assistance to the Project.

NOW, THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which each of the parties hereto hereby acknowledge to the other, DHCD, the Municipality, and the Developer hereby agree and covenant as follows:

1. Construction. The Developer agrees to construct the Project in accordance with plans and specifications approved by the Municipality (the "Plans and Specifications"). In addition, all Low and Moderate Income Units to be constructed as part of the Project must be indistinguishable from other Units in the Project from the exterior (unless the Project has an approved "Alternative Development Plan" as set forth in the Guidelines and must contain complete living facilities including but not limited to a stove, refrigerator, kitchen cabinets, plumbing fixtures, and washer/dryer hookup, all as more fully shown in the Plans and Specifications.

- 2 of the Low and Moderate Income Units shall be studio units;
 13 of the Low and Moderate Income Units shall be one bedroom units;
 7 of the Low and Moderate Income Units shall be two bedroom units; and
 2 of the Low and Moderate Income Units shall be three bedroom units.

All Low and Moderate Income Units to be occupied by Families (defined herein) must contain two (2) or more bedrooms. Low and Moderate Income Units must have the following minimum areas:

studio units	-	250 square feet
one bedroom units	-	700 square feet
two bedroom units	-	900 square feet
three bedroom units	-	1200 square feet

During the term of this Agreement, the Developer covenants, agrees, and warrants that the Project and each Low and Moderate Income Unit will remain suitable for occupancy and in compliance with all applicable federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the persons with disabilities. The Project must comply with all applicable similar local codes, ordinances, and by-laws.

2. Affordability.

(a) Throughout the term of this Agreement, each Low and Moderate Income Unit will be rented for no more than the rental rates set forth herein to an Eligible Tenant. An Eligible Tenant is an individual or a Family whose annual income does not exceed eighty percent (80%) of the Area median income for individuals or Families, adjusted for family size as determined by the U.S. Department of Housing and Urban Development ("HUD"). A "Family" shall mean two (2) or more persons who will live regularly in the Low and Moderate Income Unit as their primary residence and who are related by blood, marriage, or operation of law or who have otherwise evidenced a stable inter-dependent relationship; or an individual. The "Area" is defined as the Boston-Cambridge-Quincy MA-NH MSA.

(b) The monthly rents charged to tenants of Low and Moderate Income Units shall not exceed an amount equal to thirty percent (30%) of the monthly adjusted income of a Family whose gross income equals eighty percent (80%) of the median income for the Area, with adjustment for the number of bedrooms in the Unit, as provided by HUD. In determining the maximum monthly rent that may be charged for a Low and Moderate Income Unit under this clause, the Developer shall include an allowance for any utilities and services (excluding telephone) to be paid by the resident. Annual income shall be as defined in 24 C.F.R. 5.609 (or any successor regulation) using assumptions provided by HUD. The initial maximum monthly rents and utility allowances for the Low and Moderate Income Units are set forth in Exhibit B attached hereto. If the rent for a Low and Moderate Income Unit is subsidized by a state or federal rental subsidy program, then the rent applicable to the Low and Moderate Income Unit may be limited to that permitted by such rental subsidy program, provided that the tenant's share of rent does not exceed the maximum annual rental expense as provided in this Agreement.

Annually, as part of the annual report required under Subsection 2(e) below, the Developer shall submit to the Municipality and DHCD a proposed schedule of monthly rents and utility allowances for all Low and Moderate Income Units in the Project. Such schedule shall be subject to the approval of the Municipality and DHCD for compliance with the requirements of this Section(b). Rents for Low and Moderate Income Units shall not be increased without the Municipality's and DHCD's prior approval of either (i) a specific request by Developer for a rent increase or (ii) the next annual schedule of rents and allowances. Notwithstanding the foregoing, rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least (thirty) 30 days' prior written notice by Developer to all affected tenants. If an annual request for a new schedule of rents for the Low and Moderate Income Units as set forth above is based on a change in the Area median income figures published by HUD, and the Municipality and DHCD fail to respond to such a submission within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Municipality and DHCD shall be deemed to have approved the submission. If an annual request for a new schedule of rents for the Low and Moderate Income Units is made for any other reason, and the Municipality and DHCD fail to respond within thirty (30) days of the Municipality's and DHCD's receipt thereof, the Developer may send DHCD and the Municipality a notice of reminder, and if the Municipality and DHCD fail to respond within thirty (30) days from receipt of such notice of reminder, the Municipality and DHCD shall be deemed to have approved the submission.

Without limiting the foregoing, the Developer may request a rent increase for the Low and Moderate Units to reflect an increase in the Area median income published by HUD between the date of this Agreement and the date that the Units begin to be marketed or otherwise made available for rental pursuant to Section 4 below; if the Municipality and DHCD approve such rent increase in accordance with this Subsection (b), the Initial Maximum Rents and Utility Allowances for Low and Moderate Income Units in Exhibit B of this Agreement shall be deemed to be modified accordingly.

(c) If, after initial occupancy, the income of a tenant of a Low and Moderate Income Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such a tenant, the Developer shall not be in default hereunder so long as either (i)

the tenant income does not exceed one hundred forty percent (140%) of the maximum income permitted or (ii) the Developer rents the next available unit at the Development as a Low and Moderate Income Unit in conformance with Section 2(a) of this Agreement, or otherwise demonstrates compliance with Section 2(a) of this Agreement.

(d) If, after initial occupancy, the income of a tenant in a Low and Moderate Income Unit increases, and as a result of such increase, exceeds one hundred forty percent (140%) of the maximum income permitted hereunder for such a tenant, at the expiration of the applicable lease term, the rent restrictions shall no longer apply to such tenant.

(e) Throughout the term of this Agreement, the Developer shall annually determine whether the tenant of each Low and Moderate Income Unit remains an Eligible Tenant. This determination shall be reviewed by the Municipality and certified to DHCD as provided in Section 2(g), below.

(f) The Developer shall enter into a written lease with each tenant of a Low and Moderate Income Unit which shall be for a minimum period of one year and which provides that the tenant shall not be evicted for any reason other than a substantial breach of a material provision of such lease.

(g) Throughout the term of this Agreement, the Chief Executive Officer of the Municipality shall annually certify in writing to DHCD that each of the Low and Moderate Income Units continues to be Low and Moderate Income Unit as provided in sections 2 (a) and(c), above; and that the Project and the Low and Moderate Income Units have been maintained in a manner consistent with the Regulations and Guidelines and this Agreement.

3. Subsidized Housing Inventory.

(a) The Project will be included in the Subsidized Housing Inventory upon the occurrence of one of the events described in 760 CMR 56.03(2). Only Low and Moderate Income Units will be deemed low and moderate income housing to be included in the Subsidized Housing Inventory.

(b) Units included in the Subsidized Housing Inventory will continue to be included in the Subsidized Housing Inventory in accordance with 760 CMR 56.03(2) for as long as the following three conditions are met: (1) this Agreement remains in full force and effect and neither the Municipality nor the Developer are in default hereunder; (2) the Project and each of the Low and Moderate Income Units continue to comply with the Regulations and the Guidelines as the same may be amended from time to time and (3) each Low and Moderate Income Unit remains a Low and Moderate Income Unit as provided in Section 2(c), above.

4. Marketing. Prior to marketing or otherwise making available for rental any of the Units, the Developer must obtain DHCD's approval of a marketing plan (the "Marketing Plan") for the Low and Moderate Income Units. DHCD agrees that such approval shall not be unreasonably withheld. Such Marketing Plan must describe the tenant selection process for the Low and Moderate Income Units and must set forth a plan for affirmative fair marketing of Low and Moderate Income Units to protected groups underrepresented in the Municipality, including

provisions for a lottery, as more particularly described in the Regulations and Guidelines. At the option of the Municipality, and provided that the Marketing Plan demonstrates (i) the need for the local preference (e.g., a disproportionately low rental or ownership affordable housing stock relative to need in comparison to the regional area), and (ii) that the proposed local preference will not have a disparate impact on protected classes, the Marketing Plan may also include a preference for local residents for up to seventy percent (70%) of the Low and Moderate Income Units, subject to all provisions of the Regulations and Guidelines and applicable to the initial rent-up only. When submitted to DHCD for approval, the Marketing Plan should be accompanied by a letter from the Chief Executive Officer of the Municipality which states that the tenant selection and local preference (if any) aspects of the Marketing Plan have been approved by the Municipality and which states that the Municipality will perform any aspects of the Marketing Plan which are set forth as responsibilities of the Municipality in the Marketing Plan. The Marketing Plan must comply with the Regulations and Guidelines and with all other applicable statutes, regulations and executive orders, and DHCD directives reflecting the agreement between DHCD and HUD in the case of NAACP, Boston Chapter v. Kemp. **If the Project is located in the Boston-Cambridge-Quincy MA-NH Metropolitan Statistical Area, the Developer must list all Low and Moderate Income Units with the City of Boston's MetroList (Metropolitan Housing Opportunity Clearing Center), at Boston City Hall, Fair Housing Commission, Suite 966, One City Hall Plaza, Boston, MA 02201 (671-635-3321).** All costs of carrying out the Marketing Plan shall be paid by the Developer. A failure to comply with the Marketing Plan by the Developer or by the Municipality shall be deemed to be a default of this Agreement. The Developer agrees to maintain for five years following the initial rental of the last Low and Moderate Income Unit and for five (5) years following all future rentals, a record of all newspaper advertisements, outreach letters, translations, leaflets, and any other outreach efforts (collectively "Marketing Documentation") as described in the Marketing Plan as approved by DHCD which may be inspected at any time by DHCD. All Marketing Documentation must be approved by DHCD prior to its use by the Developer or the Municipality. The Developer and the Municipality agree that if at any time prior to or during the process of marketing the Low and Moderate Income Units, DHCD determines that the Developer, or the Municipality with respect to aspects of the Marketing Plan that the Municipality has agreed to be responsible for, has not adequately complied with the approved Marketing Plan, that the Developer or Municipality as the case may be, shall conduct such additional outreach or marketing efforts as shall be determined by DHCD.

5. Non-discrimination. Neither the Developer nor the Municipality shall discriminate on the basis of race, creed, color, sex, gender identity, veteran/military status, age, disability, marital status, national origin, sexual orientation, familial status, genetic information, ancestry, children, receipt of public assistance, or any other basis prohibited by law in the selection of tenants; and the Developer shall not so discriminate in connection with the employment or application for employment of persons for the construction, operation or management of the Project.

6. Inspection. The Developer agrees to comply and to cause the Project to comply with all requirements of the Regulations and Guidelines and all other applicable laws, rules, regulations, and executive orders. DHCD and the Chief Executive Officer of the Municipality shall have access during normal business hours to all books and records of the Developer and the Project in order to monitor the Developer's compliance with the terms of this Agreement.

7. Recording. Upon execution, the Developer shall immediately cause this Agreement and any amendments hereto to be recorded with the Registry of Deeds for the County where the Project is located or, if the Project consists in whole or in part of registered land, file this Agreement and any amendments hereto with the Registry District of the Land Court for the County where the Project is located (collectively hereinafter, the "Registry of Deeds"), and the Developer shall pay all fees and charges incurred in connection therewith. Upon recording or filing, as applicable, the Developer shall immediately transmit to DHCD and the Municipality evidence of such recording or filing including the date and instrument, book and page or registration number of the Agreement.

8. Representations. The Developer hereby represents, covenants and warrants as follows:

(a) The Developer (i) is a limited liability company duly organized under the laws of the State of Delaware, and is qualified to transact business under the laws of the Commonwealth of Massachusetts, (ii) has the power and authority to own its properties and assets and to carry on its business as now being conducted, and (iii) has the full legal right, power and authority to execute and deliver this Agreement.

(b) To the Developer's knowledge, the execution and performance of this Agreement by the Developer (i) will not violate or, as applicable, has not violated any provision of law, rule or regulation, or any order of any court or other agency or governmental body, and (ii) will not violate or, as applicable, has not violated any provision of any indenture, agreement, mortgage, mortgage note, or other instrument to which the Developer is a party or by which it or the Project is bound, and (iii) will not result in the creation or imposition of any prohibited encumbrance of any nature.

(c) The Developer will, at the time of execution and delivery of this Agreement, have good and marketable title to the premises constituting the Project free and clear of any lien or encumbrance (subject to encumbrances created pursuant to this Agreement, any loan documents relating to the Project the terms of which are approved by DHCD, or other permitted encumbrances, including mortgages referred to in Section 17, below).

(d) The Developer has not received written notice of, and to the Developer's knowledge, there is no action, suit or proceeding at law or in equity or by or before any governmental instrumentality or other agency now pending, or, to the knowledge of the Developer, threatened against or affecting it, or any of its properties or rights, which, if adversely determined, would materially impair its right to carry on business substantially as now conducted (and as now contemplated by this Agreement) or would materially adversely affect its financial condition.

9. Transfer Restrictions.

(a) Except for rental of Low or Moderate Income Units to Eligible Tenants as permitted by the terms of this Agreement, the Developer will not sell, transfer, lease, or exchange the Project or any portion thereof or interest therein (collectively, a "Sale") or (except as permitted under Subsection (d) below or for any existing mortgage of record against the Property as

of the date hereof, the mortgagee of which has executed a Consent and Subordination of Mortgage to Regulatory Agreement in the form attached hereto as Exhibit C (referred to herein as "Existing Mortgagee")) mortgage the Property without the prior written consent of DHCD and the Municipality, which consent shall be granted in accordance with the terms of Subsection (c) below.

(b) A request for consent to a Sale shall include:

- A signed agreement stating that the transferee will assume in full the Developer's obligations and duties under this Agreement, together with a certification by the attorney or title company that it will be held in escrow and, in the case of any transfer other than a transfer of Beneficial Interests (as hereinafter defined), recorded in the Registry of Deeds with the deed and/or other recorded documents effecting the Sale;
- The name of the proposed transferee and any other entity controlled by or controlling or under common control with the transferee, and names of any affordable housing developments in the Commonwealth owned by such entities; and
- A certification from the Municipality that the Development is in compliance with the affordability requirements of this Agreement.

(c) Consent to the proposed Sale shall be deemed to be given unless DHCD or the Municipality notifies the Developer within thirty (30) days after receipt of the request that either

- 1) The package requesting consent is incomplete;
- 2) The proposed transferee (or any entity controlled by or controlling or under common control with the proposed transferee) has a documented history of serious or repeated failures to abide by agreements of affordable housing funding or regulatory agencies of the Commonwealth of Massachusetts or the federal government or is currently in violation of any agreements with such agencies beyond the time permitted to cure the violation; or
- 3) The Project is not being operated in compliance with the affordability requirements of this Agreement at the time of the proposed Sale.

(d) The Developer shall provide DHCD and the Municipality with thirty (30) days' prior written notice of the following:

- (1) any change, substitution or withdrawal of any general partner, or manager of Developer;
- (2) the conveyance, assignment, transfer, or relinquishment of a majority of the

Beneficial Interests in Developer (except for such a conveyance, assignment, transfer or relinquishment among holders of Beneficial Interests as of the date of this Agreement); or

- (3) the sale, mortgage, conveyance, transfer, ground lease, or exchange of Developer's interest in the Project or any party of the Project.

For purposes hereof, the term "Beneficial Interest" shall mean: (i) with respect to a partnership, any partnership interests or other rights to receive income, losses, or a return on equity contributions made to such partnership; (ii) with respect to a limited liability company, any interests as a member of such company or other rights to receive income, losses, or a return on equity contributions made to such company; or (iii) with respect to a company or corporation, any interests as an officer, board member or stockholder of such company or corporation to receive income, losses, or a return on equity contributions made to such company or corporation.

Notwithstanding the above, DHCD's consent under this Section 9 shall not be required with respect to the grant by the Developer of any mortgage or other security interest in or with respect to the Project to a state or national bank, state or federal savings and loan association, cooperative bank, mortgage company, trust company, insurance company or other institutional lender made at no greater than the prevailing rate of interest or any exercise by any such mortgagee (including, without limitation, any Existing Mortgagee) of any of its rights and remedies (including without limitation, by foreclosure or by taking title to the Project by deed in lieu of foreclosure), subject, however to the provisions of Section 14 hereof.

Notwithstanding anything contained in this Agreement, (i) a change in the general partner or manager of the Developer shall not require prior notice or consent if made between the then-existing general partner or manager and an affiliate under the control of or under common control with the then-existing general partner or manager or if made between the then-existing general partner or manager and an affiliate of the majority limited partner or member in Developer as of the date of this Agreement, and (ii) transfers of upper-tier indirect ownership interests in the Developer which transfers, together with any prior transfers, would not result in a change of control with respect to day-to-day decision making over the Project, a change in control of decisions regarding the appointment of management agent, if applicable, or a change in control over decision making regarding sale or refinancing of the Project, do not require prior notice or consent and do not constitute "Beneficial Interests" for purposes of this Agreement.

Developer hereby agrees that it shall provide copies of any and all written notices received by Developer from a mortgagee exercising or threatening to exercise its foreclosure rights under the mortgage.

10. Casualty; Demolition; Change of Use.

(a) The Developer represents, warrants, and agrees that if the Project, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, the Developer (subject to the approval of the lender(s) which has provided financing and the availability of sufficient funds to so repair and restore) will use its best efforts to repair and restore the Project to substantially the same condition as existed prior to the event causing such damage

or destruction, or to relieve the condemnation, and thereafter to operate the Project in accordance with this Agreement.

(b) The Developer shall not, without prior written approval of DHCD and the Municipality and made effective through a written amendment to this Agreement, change the type or number of Low and Moderate Income Units. The Developer shall not demolish any part of the Project or substantially subtract from any real or personal property of the Project or permit the use of the dwelling accommodations of the Project for any purpose except residences and any other uses permitted by the applicable zoning then in effect;

11. Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

12. Notices. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested or by overnight delivery (e.g., Federal Express or UPS), to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

DHCD: Department of Housing and Community Development
Attention: Local Initiative Program Director
 100 Cambridge Street, 3rd Floor
 Boston, MA 02114

Municipality: City of Marlborough

Attention: Community Development Authority
 250 Main Street
 Marlborough, MA 01752
 With a copy emailed to: legal@marlborough-ma.gov

Developer: Green District Owner LLC

c/o Post Road Realty LLC
Attention: Andrew Montelli
 11 Unquowa Road

Fairfield, CT 06824

13. Term.

(a) This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in G.L. c. 184, § 31 and as that term is used in G.L. c. 184, § 26, 31, 32 and 33. This Agreement shall bind, and the benefits shall inure to, respectively, Developer and its successors and assigns, and DHCD and its successors and assigns and the Municipality and its successors and assigns. DHCD has determined that the acquiring of such affordable housing restriction is in the public interest. The term of this Agreement, the rental restrictions, and other requirements provided herein shall be perpetual.

(b) The Developer intends, declares and covenants on behalf of itself and its successors and assigns (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Project for the term of this Agreement, and are binding upon the Developer's successors in title, (ii) are not merely personal covenants of the Developer, and (iii) shall bind the Developer, its successors and assigns and inure to the benefit of DHCD and the Municipality and their successors and assigns for the term of the Agreement. Developer hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full.

14. Lender Foreclosure. The rights and restrictions contained in this Agreement shall not lapse if the Project is acquired through foreclosure or deed in lieu of foreclosure or similar action, and the provisions hereof shall continue to run with and bind the Project.

15. Further Assurances. The Developer and the Municipality each agree to submit any information, documents, or certifications requested by DHCD which DHCD shall deem necessary or appropriate to evidence the continuing compliance of the Developer and the Municipality with the terms of this Agreement.

16. Default.

(a) The Developer and the Municipality each covenant and agree to give DHCD written notice of any default, violation or breach of the obligations of the Developer or the Municipality hereunder, (with a copy to the other party to this Agreement) within seven (7) days of first discovering such default, violation or breach (a "Default Notice"). If DHCD becomes aware of a default, violation, or breach of obligations of the Developer or the Municipality hereunder without receiving a Default Notice from Developer or the Municipality, DHCD shall give a notice of such default, breach or violation to the offending party (with a copy to the other party to this Agreement) (the "DHCD Default Notice"). If any such default, violation, or breach is not cured to the reasonable satisfaction of DHCD within thirty (30) days after the giving of the Default notice by the Developer or the Municipality, or if no Default Notice is given, then within thirty (30) days after the giving of the DHCD Default Notice, then at DHCD's option, and without

further notice, DHCD may either terminate this Agreement, or DHCD may apply to any state or federal court for specific performance of this Agreement, or DHCD may exercise any other remedy at law or in equity or take any other action as may be necessary or desirable to correct non-compliance with this Agreement. The thirty (30) day cure periods set forth in this Section 16 shall be extended for such period of time as may be necessary to cure such a default so long as the Developer or the Municipality, as applicable, is diligently prosecuting such a cure, provided that no such time shall total more than ninety (90) days.

(b) If DHCD elects to terminate this Agreement as the result of a breach, violation, or default hereof, which breach, violation, or default continues beyond the cure period set forth in this Section 16, then the Low and Moderate Income Units and any other Units at the Project which have been included in the Subsidized Housing Inventory shall from the date of such termination no longer be deemed low and moderate income housing for the purposes of the Act and shall be deleted from the Subsidized Housing Inventory.

(c) The Developer acknowledges that the primary purpose for requiring compliance by the Developer with the restrictions provided herein is to create and maintain long-term affordable rental housing, and by reason thereof the Developer agrees that DHCD or the Municipality or any prospective, present, or former tenant shall be entitled for any breach of the provisions hereof, and in addition to all other remedies provided by law or in equity, to enforce the specific performance by the Developer of its obligations under this Agreement in a state court of competent jurisdiction. The Developer further specifically acknowledges that the beneficiaries of its obligations hereunder cannot be adequately compensated by monetary damages in the event of any default hereunder. In the event of a breach of this Agreement, the Developer shall reimburse DHCD for all actual costs and reasonable attorney's fees associated with such breach, unless the Developer prevails in such action.

17. Mortgagee Consents. The Developer represents and warrants that it has obtained the consent of all existing mortgagees of the Project to the execution and recording of this Agreement and to the terms and conditions hereof and that all such mortgagees have executed the Consent and Subordination of Mortgage to Regulatory Agreement attached as Exhibit C and made a part hereof. DHCD and the Municipality each hereby acknowledges and consents to the collateral assignment to the Existing Mortgagee by Developer of all rights of Developer pursuant to this Agreement, as the same may be amended, restated or supplemented from time to time, including without limitation, all of Developer's rights to proceeds and obligations pursuant to the terms hereof, as security for the loan to Developer from the Existing Mortgagee (the "Loan"). Furthermore, DHCD and the Municipality each hereby agrees following receipt of written notice from Developer or Existing Mortgagee that an event of default has occurred under such documents evidencing the Loan, at Existing Mortgagee's option, to permit Existing Mortgagee to succeed to any and all interests, rights and obligations of Developer under this Agreement.


18. Estoppel Certificates. Each of the parties hereto upon the reasonable request of another party, shall provide a statement in writing certifying that this Agreement is in full force and effect and there are no defaults, and, in the case of a request to DHCD for a certificate, a statement that there are no defaults of which DHCD's signatory has actual knowledge or has given notice, or, if there are defaults, that they are listed in such certificate.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Executed as a sealed instrument as of the date first above written.

DEVELOPER:

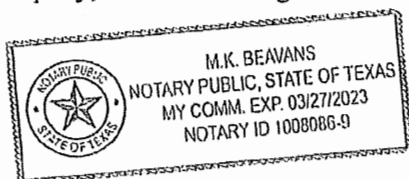
GREEN DISTRICT OWNER LLC,
a Delaware limited liability company

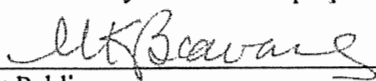
By: 
Name: Ron J. Hoyl
Title: Vice President

STATE OF TEXAS
COUNTY OF DALLAS, ss.

January 27, 2023

On this 27th day of January, 2023, before me, the undersigned notary public, personally appeared Ron J. Hoyl, as Vice President of GREEN DISTRICT OWNER LLC, and proved to me through satisfactory evidence of identification, which were personally known, to be the person whose name is signed on the preceding document, as Vice President of GREEN DISTRICT OWNER LLC, a Delaware limited liability company, and acknowledged to me that he signed it voluntarily for its stated purpose.




Notary Public
Print Name: MK Beavans
My Commission Expires: 03/27/2023

[Signatures Continue on Following Page]

DEPARTMENT OF HOUSING AND
COMMUNITY DEVELOPMENTBy: _____
Its: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2023

On this _____ day of _____, 2023, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the Commonwealth of Massachusetts acting by and through the Department of Housing and Community Development, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public

Print Name:

My Commission Expires:

[Signatures Continue on Following Page]

MUNICIPALITY:

CITY OF MARLBOROUGH

By: _____
Its Chief Executive Officer

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF _____, ss. _____, 2022

On this _____ day of _____, 2022, before me, the undersigned notary public, personally appeared _____, proved to me through satisfactory evidence of identification, which were _____, to be the person whose name is signed on the preceding document, as _____ for the City of Marlborough, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

Notary Public
Print Name:
My Commission Expires:

EXHIBIT A

RE: The Burrow (The Green District)
 City of Marlborough
 Green District Owner LLC

PROPERTY DESCRIPTIONLEGAL DESCRIPTIONTract I- Fee Parcel:

That certain parcel of land situated in Marlborough, Middlesex County, Massachusetts, described as follows: Lot 1 on the Plan entitled "Plan of Land in Marlborough/Southborough, MA (Middlesex/Worcester County)" by Precision Land Surveying, Inc. dated June 12, 2020 and Revised September 24, 2020 and recorded as plan No. 959 1/2 of 2020, more particularly bounded and described as follows:

Beginning at a point on the easterly sideline of Simarano Drive, said point being the most southwesterly corner of the parcel; thence running

N 18°55'20" E	553.22' by the easterly sideline of Simarano Drive to a point of curvature; thence running
NORTHEASTERLY	334.41' by a curve to the right having a radius of 2,250.00' to a point of compound curvature; thence running
NORTHEASTERLY	145.10' by a curve to the right having a radius of 150.00' to a point of non-tangency; thence turning and running
SOUTHEASTERLY	263.13' by a curve to the left having a radius of 562.00' to a point, said last three courses being by the Interstate Route 495 Connector Road; thence turning and running
S 09°31'55" W	756.28' to a point; thence turning and running
S 12°47'42" E	156.70' to a point; thence turning and running
S 69°06'45" W	99.83' to a point of curvature; thence running 295.29' by a curve to the right having a radius of 307.00' to a point; thence turning and running
N 55°46'41" W	45.05' to a point of curvature; thence running
NORTHWESTERLY	83.71' by a curve to the left having a radius of 313.50' to a point; thence turning and running
N 71°04'40" W	92.70' to the POINT OF BEGINNING

EXHIBIT B

RE: The Burrow (The Green District)
City of Marlborough
Green District Owner LLC

**INITIAL MAXIMUM RENTS AND UTILITY ALLOWANCES FOR
LOW AND MODERATE INCOME UNITS**

	GROSS RENTS	UTILITY ALLOWANCES	NET RENTS
STUDIOS	\$ 1,957	\$ 178	\$ 1,779
ONE BEDROOMS	\$ 2,237	\$ 203	\$ 2,034
TWO BEDROOMS	\$ 2,517	\$ 291	\$ 2,226
THREE BEDROOMS	\$ 2,796	\$ 409	\$ 2,387

EXHIBIT C

**CONSENT AND SUBORDINATION OF MORTGAGE
TO REGULATORY AGREEMENT**

Reference is hereby made to a certain Construction Mortgage and Security Agreement dated as of April 16, 2021 given by Green District Owner LLC, a Delaware limited liability company to Berkshire Bank, recorded with the Middlesex South Registry of Deeds at Book 77567, Page 519 ("Mortgage").

The Undersigned, present holder of said Mortgage, hereby recognizes and consents to the execution and recording of this Agreement and agrees that the aforesaid Mortgage shall be subject and subordinate to the provisions of this Agreement, to the same extent as if said Mortgage had been registered subsequent thereto. The Undersigned further agrees that in the event of any foreclosure or exercise of remedies under said Mortgage it shall comply with the terms and conditions hereof.

BERKSHIRE BANK

By: [Signature]
Its: Vice President

(If the Development has more than one mortgagee, add additional consent forms.)

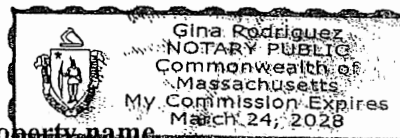
COMMONWEALTH OF MASSACHUSETTS

COUNTY OF WORCESTER, ss.

January, 2023

On this 19TH day of JANUARY, 2023, before me, the undersigned notary public, personally appeared Michael Barton, proved to me through satisfactory evidence of identification, which were MA DRIVERS LICENSE, to be the person whose name is signed on the preceding document, as VP of Berkshire Bank, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
GINA RODRIGUEZ



Error! Unknown document property name



City of Marlborough

Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL (508) 460-3771 FAX (508) 460-3698 TDD (508) 460-3610

LEGAL@MARLBOROUGH-MA.GOV

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 FEB -8 PM 4:10

JASON D. GROSSFIELD
CITY SOLICITOR

JEREMY P. MCMANUS
ASSISTANT CITY SOLICITOR

BEATRIZ R. ALVES
PARALEGAL

February 8, 2023

Michael H. Ossing, President
Marlborough City Council
City Hall
140 Main Street
Marlborough, MA 01752

Re: Proposed Ordinance Amendment re: Small Cell Wireless Facilities

Dear Honorable President Ossing and Councilors:

At the request of Councilor Ossing, enclosed please find a proposed amendment to Ordinance Chapter 473 (Poles, Wires, and Conduits). The amendment addresses siting requirements for small cell wireless facilities, including installation equipment.

I have reviewed the proposed amendment and it is in proper legal form. Please contact me if you have any questions or concerns.

Respectfully,

Jeremy P. McManus
Assistant City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor
Thomas DiPersio, Jr., City Engineer
Jason D. Grossfield, City Solicitor

ORDERED:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT CHAPTER 473 OF THE CODE OF THE CITY OF MARLBOROUGH BE AMENDED AS FOLLOWS:

- I. By amending Chapter 473 (Poles, Wires and Conduits), Section 473-30 (Aesthetics and additional City requirements), Subsection A(7) to read as follows (new text shown as underlined, deleted text shown as ~~striketrough~~):

For purposes of this chapter, a small cell wireless facility shall mean "small wireless facilities" as defined in 47 C.F.R. 1.6002(1) as may be amended.

The maximum height of any antenna mounted to an existing pole shall not exceed 24 inches above the height of the then-existing pole, provided that in any event, all small cell wireless facilities shall:

(a) Be mounted on structures 50 feet or less in height including their antennas as defined in 47 C.F.R. § 1.1320(d); or

(b) Be mounted on structures no more than 10 percent taller than other adjacent structures; or

(c) Not extend existing structures on which they are located to a height of more than 50 feet or by more than 10 percent, whichever is greater.

~~(a) No small cell wireless facility shall be located on a pole that is less than 26 feet in height; and~~

~~(b) No facility shall exceed 35 feet in height, including but not limited to the pole and any antenna that produces above the pole.~~

- II. By amending Chapter 473 (Poles, Wires and Conduits), Section 473-30 (Aesthetics and additional City requirements), Subsection A(5) to read as follows (new text shown as underlined, deleted text shown as ~~striketrough~~):

Small cell wireless installation equipment (meters, boxes, etc.) shall be mounted on the pole a minimum of ~~11~~ 8 feet above ground level and a maximum of 9 feet above ground level.

- III. The effective date of these amendments shall be the date of passage.



City of Marlborough

Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL (508) 460-3771 FAX (508) 460-3698 TDD (508) 460-3610

LEGAL@MARLBOROUGH-MA.GOV

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2023 FEB -8 PM 4: 10

JASON D. GROSSFIELD
CITY SOLICITOR

JEREMY P. MCMANUS
ASSISTANT CITY SOLICITOR

BEATRIZ R. ALVES
PARALEGAL

February 8, 2023

Michael H. Ossing, President
Marlborough City Council
City Hall
140 Main Street
Marlborough, MA 01752

Re: City Council Order No. 22/23-1008710: Application for Special Permit from Brian Martinelli on behalf of Dish Wireless to install three (3) new antennas on the existing cell tower along with a 5x7 platform, at 860 Boston Post Road East

Dear Honorable President Ossing and Councilors:

In accordance with Chapter 650-59C(13) of the Marlborough Zoning Ordinance, I provide this letter as to the legal form of the City Council's proposed findings on the above-referenced special permit application. Enclosed is a copy of the proposed decision. I certify that it is in proper legal form.

I have incorporated a revision to the decision adding a condition (condition 8) relative to the execution of any lease amendments required for the proposed use prior to the issuance of a building permit. The applicant is agreeable to this revision.

Please contact me if you have any questions or concerns.

Respectfully,

Jeremy P. McManus
Assistant City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor
Thomas DiPersio, Jr., City Engineer
Tin Htway, Building Commissioner
Jason D. Grossfield, City Solicitor
Brian Martinelli

_____, 2023

**NOTICE OF DECISION
GRANT OF SPECIAL PERMIT**

In City Council
Order No. 22/23-1008710

Application of:
Dish Wireless L.L.C.

Locus:
860 Boston Post Rd., Marlborough, MA
Assessor's Map 61, Parcel 16

DECISION

The City Council of the City of Marlborough hereby **GRANTS** the Application for a Special Permit to Dish Wireless L.L.C., with a principal office located at 9601 S. meridian Blvd., Englewood, CO 80112 c/o Brian Martinelli, 114 E. Clinton Ave., Oaklyn, NJ 08107 as provided in the DECISION and subject to the Findings of Fact and Conditions therein.

Decision date: _____, 2023

The Decision of the City Council was filed in the Office of the City Clerk of the City of Marlborough on the [] day of [], 2023.

APPEALS

Appeals, if any shall be made pursuant to Massachusetts General Laws, Chapter 40A, Section 17 and shall be filed within twenty (20) days after the date of the filing of this Notice of Decision in the Office of the City Clerk of the City of Marlborough, MA.

A TRUE COPY
ATTEST:

City Clerk

ORDERED:**IN CITY COUNCIL**

DECISION ON A SPECIAL PERMIT**ORDER NO. 22/23-1008710**Application of:

Dish Wireless L.L.C.

Locus:

860 Boston Post Rd., Marlborough, MA

Assessor's Map 61, Parcel 16

The City Council of the City of Marlborough hereby **GRANTS** the Application for a Special Permit to Dish Wireless L.L.C. (the "Applicant") to allow for the co-location of a new Wireless Communications Facility (3 antennas and associated equipment) on an existing monopole tower with accessory ground equipment pursuant to the submitted plans, as provided in the DECISION and subject to the Findings of Fact and Conditions therein.

FINDINGS OF FACT

1. The Applicant is a duly organized and existing corporation and FCC Licensee having a principal office located at 9601 S. meridian Blvd., Englewood, CO 80112 c/o Brian Martinelli, 114 E. Clinton Ave., Oaklyn, NJ 08107.
2. The Applicant is a sublessee of a portion of the property located at 860 Boston Post Rd. (Assessor's Map 61, Parcel 16), Marlborough, Massachusetts (the "Site").
3. On October 3, 2022, the Applicant filed with the City Clerk of the City of Marlborough an application (hereinafter referred to as the "Application") for a Special Permit under Chapter 650 (Zoning) of the Code of the City of Marlborough (hereinafter referred to as the "Zoning Ordinance"), Section 650-25 entitled Wireless Communications Facilities.
4. In accordance with Article V, Section 650-18(A)(20) and Section 650-25 of the Zoning Ordinance, the Applicant proposes the co-location of a new Wireless Communications Facility (3 antennas and associated equipment) on an existing monopole tower) with accessory ground equipment (the "Use") at the Site, as shown in the plans submitted with the Application and referenced in paragraph 5 below.
5. In connection with the Application, the Applicant submitted a certified list of abutters, filing fees, and plans by A.T. Engineering Service, with the last revision date of May 11, 2022, (collectively the "Plans"), attached hereto as **"Attachment A."**

6. Pursuant to the Application, the Applicant is licensed by the FCC to provide personal wireless services in the City of Marlborough and surrounding areas and currently has a problem with significant gaps in coverage and capacity issues with coverage that could be alleviated by installing the Use on the subject location as shown on the Plans.
7. The Site is located in the Rural Residential (RR) Zoning District which allows a Special Permit to be issued for a Wireless Communication Facility ("WCF").
8. Pursuant to the Rules and Regulations of the City Council of the City of Marlborough and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application, and the City Clerk for the City of Marlborough caused notice of the same to be advertised and determined that notice of the same was provided to abutters and the planning boards of all surrounding towns entitled thereto in accordance with applicable regulations and law.
9. The Marlborough City Council, pursuant to Massachusetts General Laws Chapter 40A, opened a public hearing on the Application on November 21, 2022. The public hearing was held in the City Council Chamber, at the Marlborough City Hall, 140 Main Street. The public hearing was closed on November 21, 2022.
10. The Applicant presented oral testimony and demonstrative evidence at the public hearing, demonstrating that the Use meets all the applicable Special Permit criteria of Article VI, Section 650-25 and Article VIII, Section 650-59.
11. At the Public Hearing, there were no members of the public speaking in opposition to the Use.
12. The Council, in reviewing the Application, considered the Review Standard and Development Requirements, as enumerated in Article VI, Section 650-25 and Article VII, Section 650-59 of the City of Marlborough Zoning Ordinance, applicable to the Use.

**BASED ON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING
FINDINGS AND TAKES THE FOLLOWING ACTIONS:**

A. The Applicant has complied with the Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.

B. The City Council finds the proposed Use of the Site is in harmony with the intent and general purpose of the Zoning Ordinance of the City of Marlborough when subject to appropriate terms and conditions as provided in this Decision. The City Council makes these findings subject to the completion and adherence by the Applicant, its successors and/or assigns to the conditions more fully set forth herein.

C. The City Council finds that the proposed Use is consistent with the purposes of Section 650-25 governing WCFs in the City.

D. The proposed WCF and location are consistent with both the applicable review standards in Section 650-25(D) and the development requirements in Section 650-25(E).

E. The City Council recognizes the Applicant is a federal licensee afforded certain protection under federal telecommunications law, to the extent provided by law.

F. The City Council confirms the Applicant has demonstrated the need to construct the proposed facility to solve certain wireless coverage and capacity issues that currently exist in its network in the vicinity.

G. The City Council finds that there are adequate, ample parking spaces on the host parcel.

H. The City Council finds the proposed Use, which consists of an unmanned and unoccupied facility, will have no impact on traffic and pedestrian safety in the area.

I. The City Council finds the proposed Use will not be contrary to the public health, safety, convenience and welfare and will not be offensive or detrimental.

J. The City Council, pursuant to its authority under MGL Chapter 40A and the City of Marlborough Zoning Ordinance **GRANTS** to the Applicant a Special Permit for construction of the Use, a wireless communications facility on the existing monopole, **SUBJECT TO THE FOLLOWING CONDITIONS**, which conditions shall be binding on the Applicant, its successors and/or assigns:

1. Construction in Accordance with Applicable Laws. Construction of all structures on the Site is to be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts, and shall be built according to the Plans as may be amended during Site Plan Review.

2. Site Plan Review. The issuance of the Special Permit is further subject to detailed Site Plan Review by the Site Plan Review Committee, in accordance with the City of Marlborough Site Plan Review Ordinance prior to the issuance of the building permit. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions attached to the building permit, and no occupancy permit shall be issued until the Applicant has complied with all conditions. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Plans submitted, reviewed and approved by the City Council as the Special Permit Granting Authority.

3. Incorporation of Submissions. All plans, photo renderings, site evaluations, briefs and other documentation provided by the Applicant as part of the Application, and as amended or revised during the application/hearing process before the City Council and/or the City Council's Public Services Committee, are herein incorporated into and become a part of this

Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.

4. Compliance with Applicable Laws. The Applicant, its successors and/or assigns agrees to comply with all municipal, state, and federal rules, regulations, and ordinances as they may apply to the construction, maintenance, and operation of the Use.

5. All work performed on the Site shall comply with this Decision. No other building or construction or activity (including but not limited to any other communications device, WCF, tower, etc.) shall occur without further modification of this Special Permit. This condition shall be interpreted consistent with federal law governing WCF's.

6. No signage or advertising of any sort shall be permitted as part of the Use.

7. As a condition of approval the Applicant will schedule and hold a pre-construction meeting with the Department of Public Works to discuss access to the site during construction.

8. Prior to issuance of a building permit for the Use, all required lease amendments authorizing the Use on the Site shall be completed in legal form acceptable to the City Solicitor.

9. The Applicant shall comply with all applicable conditions for WCFs as set forth in Section 650-25(F), each of which shall constitute conditions of this special permit.

10. In accordance with the provisions of Massachusetts General Laws Chapter 40A, Section 11, the Applicant, its successors and/or assigns, at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and before the Applicant has applied to the Building Commissioner for a building permit. Upon recording, the Applicant shall forthwith provide a copy of the recorded Special Permit to the City Council Office, the Building Department and the City Solicitor's Office.

Yea:

Nay:

Absent:

Abstain:

Signed by City Council President
Michael H. Ossing

ADOPTED
In City Council
Order No. 22/23-1008710

ATTACHMENT "A"



DISH WIRELESS, L.L.C. SITE ID:

BOBOS00128A

DISH WIRELESS, L.L.C. SITE ADDRESS:

**860 BOSTON POST ROAD
MARLBOROUGH, MA 01752**

MASSACHUSETTS CODE COMPLIANCE

ALL WORK SHALL BE PERFORMED AND MATERIALS INSTALLED IN ACCORDANCE WITH THE CURRENT EDITIONS OF THE FOLLOWING CODES AS ADOPTED BY THE LOCAL GOVERNING AUTHORITIES. NOTHING IN THESE PLANS IS TO BE CONSTRUED TO PERMIT WORK NOT CONFORMING TO THESE CODES:

CODE TYPE	CODE
BUILDING	MA STATE BUILDING CODE, 8TH EDITION (780 CMR)/2015 BC W/ AMENDMENTS
MECHANICAL	MA STATE BUILDING CODE, 8TH EDITION (780 CMR)/2015 BC W/ AMENDMENTS
ELECTRICAL	MA ELECTRICAL CODE/2020 NEC W/ AMENDMENTS

SHEET INDEX

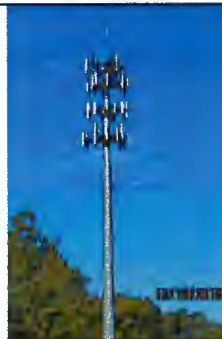
SHEET NO.	SHEET TITLE
T-1	TITLE SHEET
A-1	OVERALL AND ENLARGED SITE PLAN
A-2	ELEVATION, ANTENNA LAYOUT AND SCHEDULE
A-3	EQUIPMENT PLATFORM AND H-FRAME DETAILS
A-4	EQUIPMENT DETAILS
A-5	EQUIPMENT DETAILS
A-6	EQUIPMENT DETAILS
A-7	EQUIPMENT DETAILS
E-1	ELECTRICAL/FIBER ROUTE PLAN AND NOTES
E-2	ELECTRICAL DETAILS
E-3	ELECTRICAL ONE-LINE, FAULT CALCS & PANEL SCHEDULE
G-1	GROUNDING PLANS AND NOTES
G-2	GROUNDING DETAILS
G-3	GROUNDING DETAILS
RF-1	RF CABLE COLOR CODE
GN-1	LEGEND AND ABBREVIATIONS
GN-2	GENERAL NOTES
GN-3	GENERAL NOTES
GN-4	GENERAL NOTES

SCOPE OF WORK

THIS IS NOT AN ALL INCLUSIVE LIST. CONTRACTOR SHALL UTILIZE SPECIFIED EQUIPMENT PART OR ENGINEER APPROVED EQUIVALENT. CONTRACTOR SHALL VERIFY ALL NEEDED EQUIPMENT TO PROVIDE A FUNCTIONAL SITE. THE PROJECT GENERALLY CONSISTS OF THE FOLLOWING:

- TOWER SCOPE OF WORK:**
- INSTALL (3) PROPOSED PANEL ANTENNAS (1 PER SECTOR)
 - INSTALL (1) PROPOSED ANTENNA PLATFORM MOUNT
 - INSTALL PROPOSED JUMPERS
 - INSTALL (6) PROPOSED RRUS (2 PER SECTOR)
 - INSTALL (1) PROPOSED OVER VOLTAGE PROTECTION DEVICE (OVP)
 - INSTALL (1) PROPOSED HYBRID CABLE

- GROUND SCOPE OF WORK:**
- INSTALL (1) PROPOSED METAL PLATFORM
 - INSTALL (1) PROPOSED ICE BRIDGE
 - INSTALL (1) PROPOSED PPC CABINET
 - INSTALL (1) PROPOSED EQUIPMENT CABINET
 - INSTALL (1) PROPOSED POWER CONDUIT
 - INSTALL (1) PROPOSED TELCO CONDUIT
 - INSTALL (1) PROPOSED TELCO-FIBER BOX
 - INSTALL (1) PROPOSED GPS UNIT
 - INSTALL (1) PROPOSED SAFETY SWITCH (IF REQUIRED)
 - INSTALL (1) PROPOSED CEMA BOX (IF REQUIRED)
 - INSTALL (1) PROPOSED METER SOCKET

SITE PHOTO

UNDERGROUND SERVICE ALERT - 811 DIG SAFE
UTILITY NOTIFICATION CENTER OF MASSACHUSETTS
(888) 344-7233
WWW.DIGSAFE.COM

CALL 3 WORKING DAYS UTILITY NOTIFICATION PRIOR TO CONSTRUCTION

**GENERAL NOTES**

THE FACILITY IS UNMANNED AND NOT FOR HUMAN HABITATION. A TECHNICIAN WILL VISIT THE SITE AS REQUIRED FOR ROUTINE MAINTENANCE. THE PROJECT WILL NOT RESULT IN ANY SIGNIFICANT DISTURBANCE OR EFFECT ON DRAINAGE, NO SANITARY SEWER SERVICE, POTABLE WATER, OR TRASH DISPOSAL IS REQUIRED AND NO COMMERCIAL SIGNAGE IS PROPOSED.

THE PROJECT DEPICTED IN THESE PLANS QUALIFIES AS AN EXISTING FACILITIES REQUEST ENTITLED TO EXPEDITED REVIEW UNDER 47 U.S.C. § 1453(A) AS A MODIFICATION OF AN EXISTING WIRELESS TOWER THAT INVOLVES THE COLLOCATION, REMOVAL, AND/OR REPLACEMENT OF TRANSMISSION EQUIPMENT THAT IS NOT A SUBSTANTIAL CHANGE UNDER CFR § 1.81000 (b)(7).

11"x17" PLOT WILL BE HALF SCALE UNLESS OTHERWISE NOTED

CONTRACTOR SHALL VERIFY ALL PLANS, EXISTING DIMENSIONS, AND CONDITIONS ON THE JOB SITE, AND SHALL IMMEDIATELY NOTIFY THE ENGINEER IN WRITING OF ANY DISCREPANCIES BEFORE PROCEEDING WITH THE WORK.

SITE INFORMATION

PROPERTY OWNER: CITY OF MARLBOROUGH MA
ADDRESS: 860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

TOWER TYPE: MONOPOLE

TOWER CO SITE ID: 412712

TOWER APP NUMBER: 13729921_D2

COUNTY: MIDDLESEX

LATITUDE (NAD 83): 42° 21' 17.111" N
42.354753

LONGITUDE (NAD 83): 71° 20' 41.579" W
-71.344633

ZONING JURISDICTION: CITY OF MARLBOROUGH

ZONING DISTRICT: COMMERCIAL

PARCEL NUMBER: MARL-000061-000018

OCCUPANCY GROUP: U

CONSTRUCTION TYPE: B-B

POWER COMPANY: NATIONAL GRID

TELEPHONE COMPANY: UNKNOWN

PROJECT DIRECTORY

APPLICANT: DISH WIRELESS, L.L.C.
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

TOWER OWNER: AMERICAN TOWER
10 PRESIDENTIAL WAY
WOBURN, MA 01801

ENGINEER: ATC TOWER SERVICES, LLC
3500 REGENCY PARKWAY SUITE 100
CARY, NC 27518

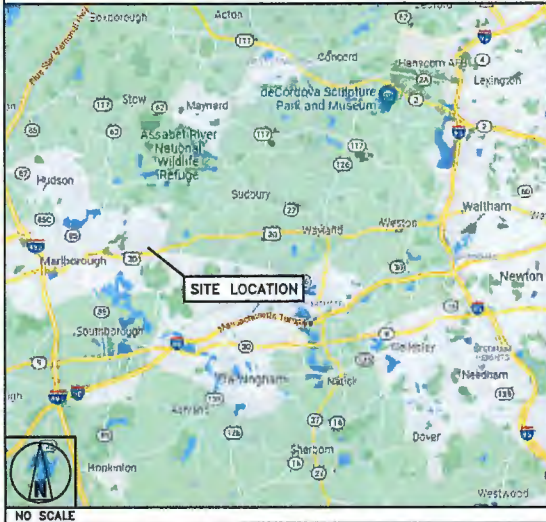
SITE ACQUISITION: PARKER SHEA
PARKER.SHEA@DISH.COM

CONSTRUCTION MANAGER: JAVIER SOTO
JAVIER.SOTO@DISH.COM

RF ENGINEER: IRMA SEBASTIAN
IRMA.SEBASTIAN@DISH.COM

DIRECTIONS

FROM ROUTE 485 TAKE ROUTE 20 EAST THROUGH MARLBORO. GO BEYOND THE ROUTE 85 JUNCTION. FROM ROUTE 85 (REFERENCE POINT) CONTINUE ON ROUTE 20 EAST FOR 2.83 MILES. TURN LEFT AT OLD BOSTY POST ROAD AND PROCEED THROUGH RIGHT & LEFT TURNS TO CITY RECYCLING AREA GATE. PROCEED INTO FACILITY AND CELL IS ON THE LEFT AT THE BASE OF THE MONO-POLE TOWER. VIEW SHELTER HAS GRAVEL SIGNS. MA KEY

VICINITY MAP

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



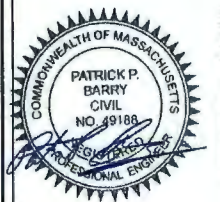
DRAWN BY: CHECKED BY: APPROVED BY:

JTS SRF SRF

RFDS REV #:

CONSTRUCTION DOCUMENTS

REV	DATE	DESCRIPTION
0	03/07/2023	ISSUED FOR CONSTRUCTION
1	05/11/2023	CUSTOMER COMMENTS



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

ARE PROJECT NUMBER

412712-13729921_D2

DISH WIRELESS, L.L.C.

PROJECT INFORMATION

BOBOS00128A

860 BOSTON POST ROAD

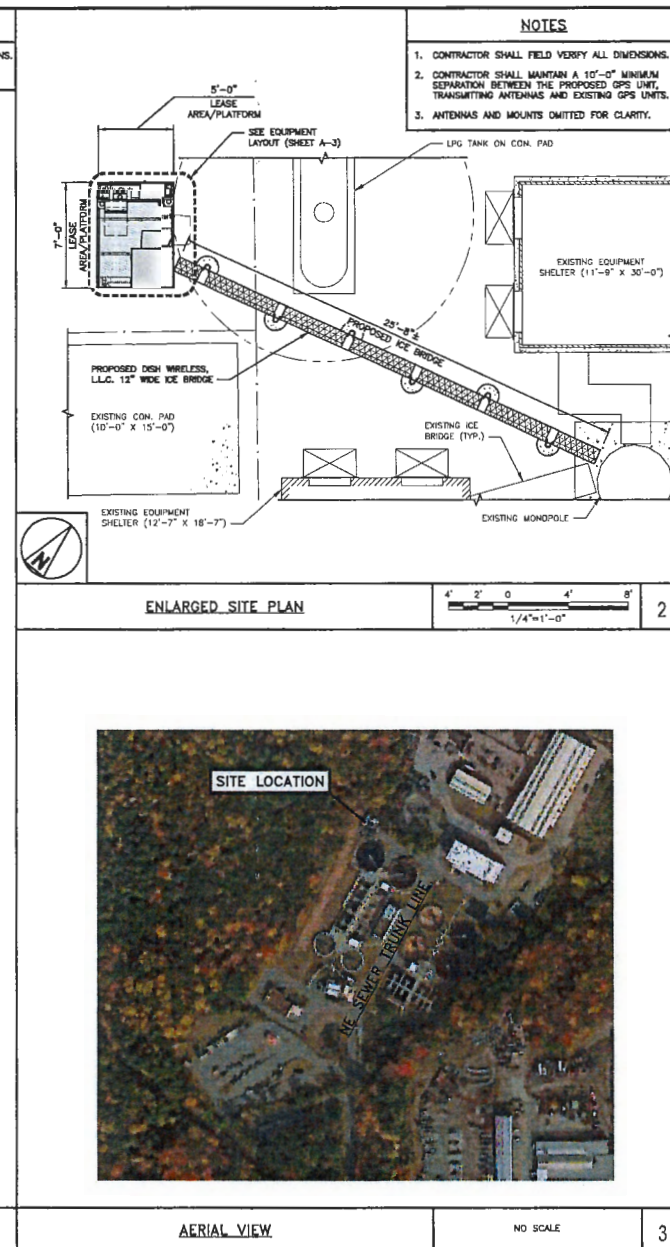
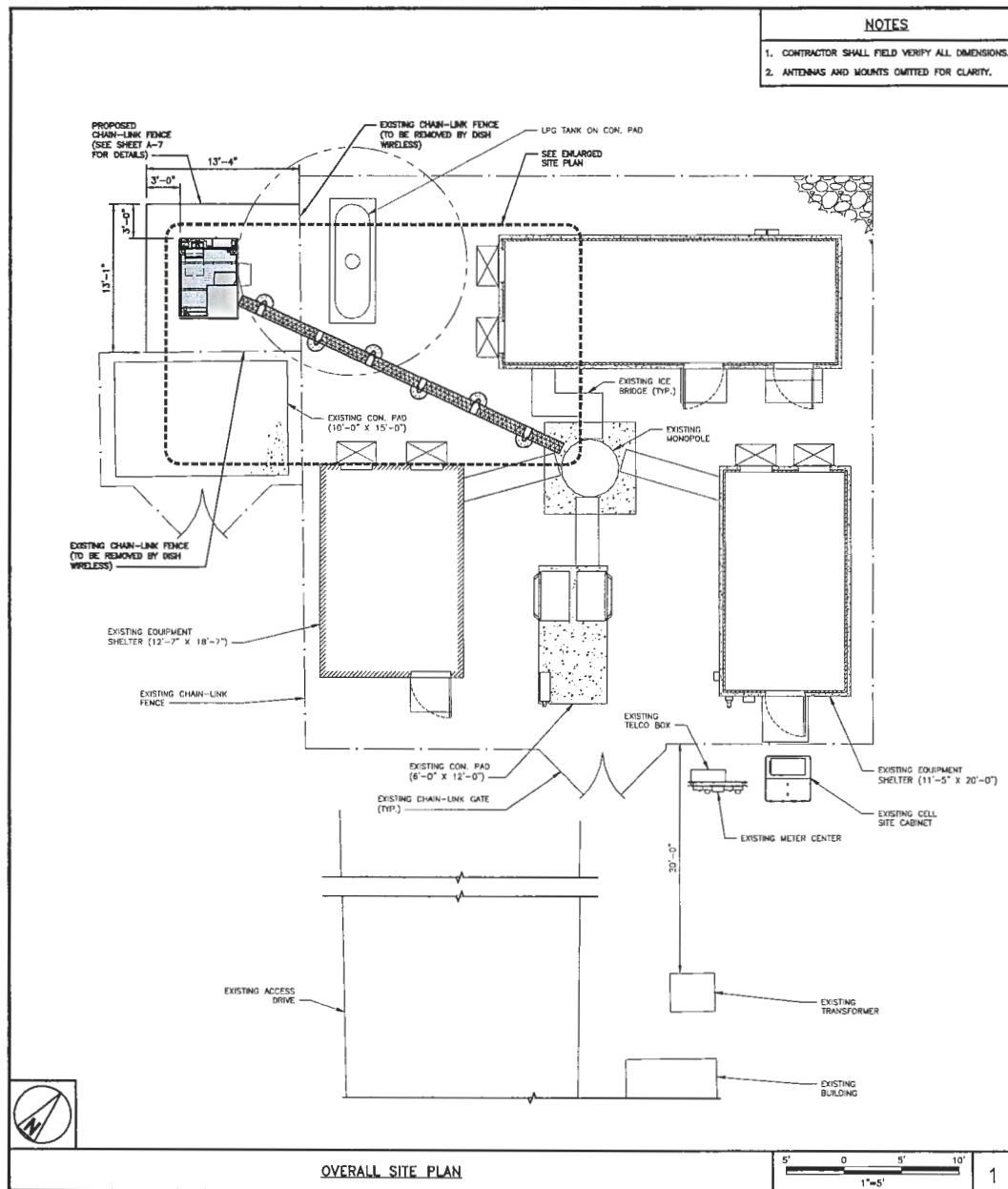
MARLBOROUGH, MA 01752


SHEET TITLE

TITLE SHEET


SHEET NUMBER

T-1





5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



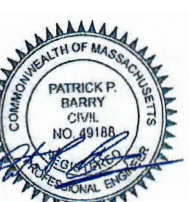
AMERICAN TOWER[®]
A.T. ENGINEERING SERVICE, LLC
 3300 KENNEDY PARKWAY
 SUITE 100
 CARY, NC 27513
 PHONE: (919) 468-0112

DRAWN BY:	CHECKED BY:	APPROVED BY:
JTU	SRF	SRF

RFDS REV #1: -----

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
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1	05/11/2022	CUSTOMER COMMENTS



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A&E PROJECT NUMBER

412712-13729921_D2

DISH WIRELESS, LLC
 PROJECT INFORMATION
BOBOS00128A

**860 BOSTON POST ROAD
 MARLBOROUGH, MA 01752**

SHEET TITLE

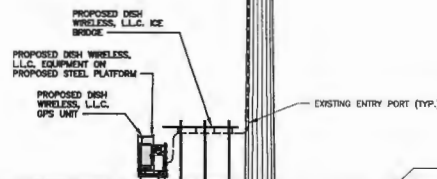
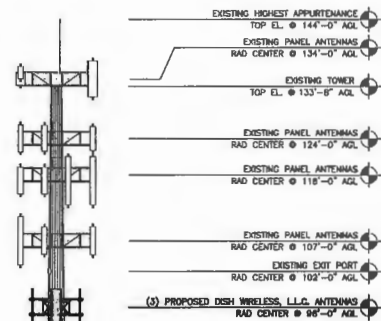
**OVERALL AND ENLARGED
 SITE PLAN**

SHEET NUMBER

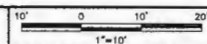
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NOTES

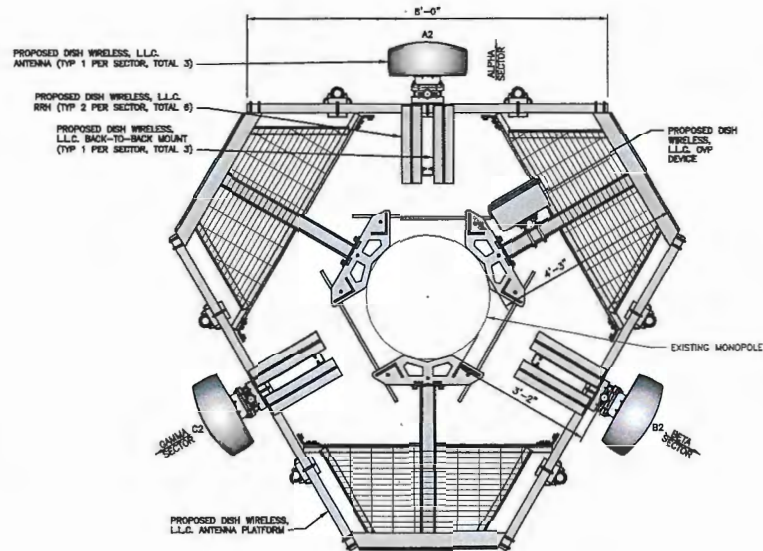
1. CONTRACTOR SHALL FIELD VERIFY ALL DIMENSIONS.
2. ANTENNA AND MW DISH SPECIFICATIONS REFER TO ANTENNA SCHEDULE AND TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
3. EXISTING EQUIPMENT AND FENCE OMITTED FOR CLARITY.



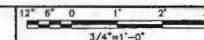
PROPOSED NORTH ELEVATION



1



ANTENNA LAYOUT



2

SECTOR POS.	ANTENNA					TRANSMISSION CABLE	RRH			OMP MANUFACTURER MODEL
	EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECH	AZIMUTH	RAD CENTER	FIXED LINE TYPE AND LENGTH	MANUFACTURER - MODEL NUMBER	TECH	POS.	
A1	---	---	---	---	---	(1) HIGH-CAPACITY HYBRID CABLE (148' LONG)	TAD0025-B004	5G	A2	(1) RAYCAP RD00-9181-PF-
A2	PROPOSED	FFW-658-R2	5G	0°	98°-0"		TAD0025-B005	5G	A2	
A3	---	---	---	---	---		---	---	---	
B1	---	---	---	---	---	SHARED W/ALPHA	TAD0025-B004	5G	B2	SHARED W/ALPHA
B2	PROPOSED	FFW-658-R2	5G	120°	98°-0"		TAD0025-B005	5G	B2	
B3	---	---	---	---	---		---	---	---	
C1	---	---	---	---	---	SHARED W/ALPHA	TAD0025-B004	5G	C2	SHARED W/ALPHA
C2	PROPOSED	FFW-658-R2	5G	240°	98°-0"		TAD0025-B005	5G	C2	
C3	---	---	---	---	---		---	---	---	

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RFDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

ANTENNA SCHEDULE

NO SCALE 3

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

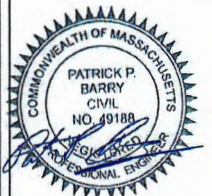
AMERICAN TOWER
A.T. ENGINEERING SERVICE, PLLC
3800 HERSHBY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: 919 463-0112

DRAWN BY: JTJ CHECKED BY: SRF APPROVED BY: SRF

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
0	04/07/2025 ISSUED FOR CONSTRUCTION
1	06/11/2025 CUSTOMER COMMENTS



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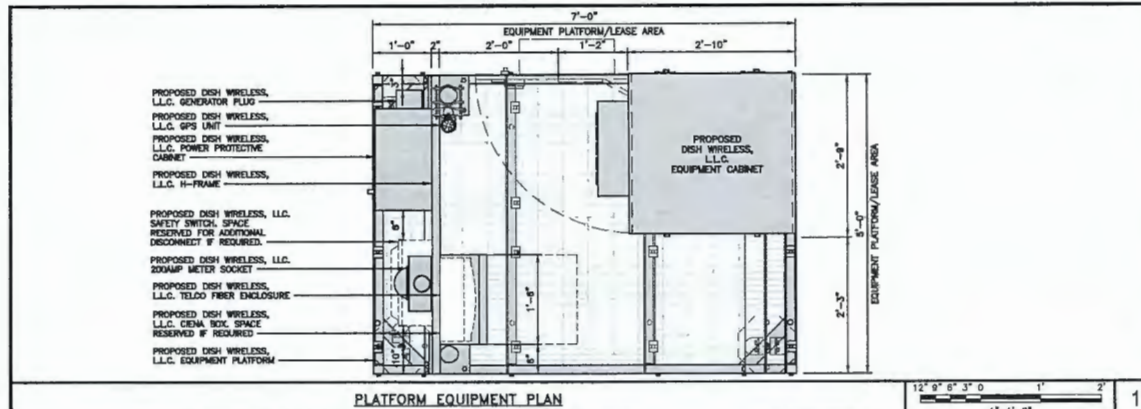
A&E PROJECT NUMBER
412712-13729921_D2

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
BOB0500128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
ELEVATION, ANTENNA
LAYOUT AND SCHEDULE

SHEET NUMBER

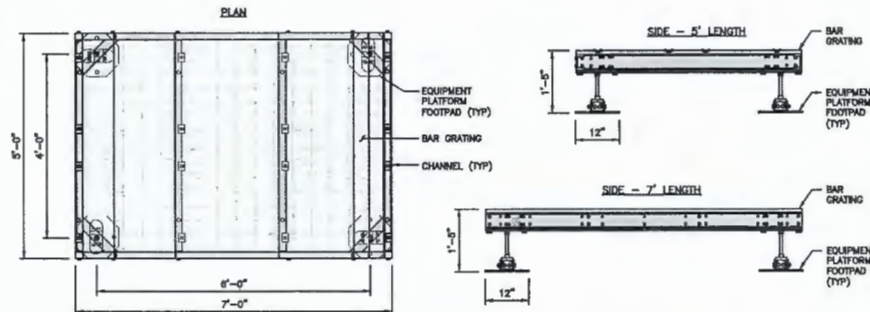
A-2



**COMMSCOPE MTC4045LP
5X7 PLATFORM**

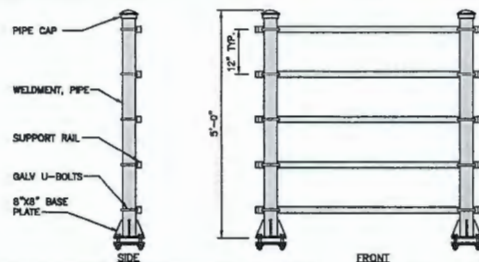
DIMENSIONS (HxWxD)	18"x8"x60"
TOTAL WEIGHT	423 LBS

NOTE:
USE TO PROVIDE EXTENDED
THREAD FOR PLATFORM IF
REQUIRED HEIGHT EXCEEDS 17"
PLATFORM TO BE WITHIN 1" OF
LEVEL



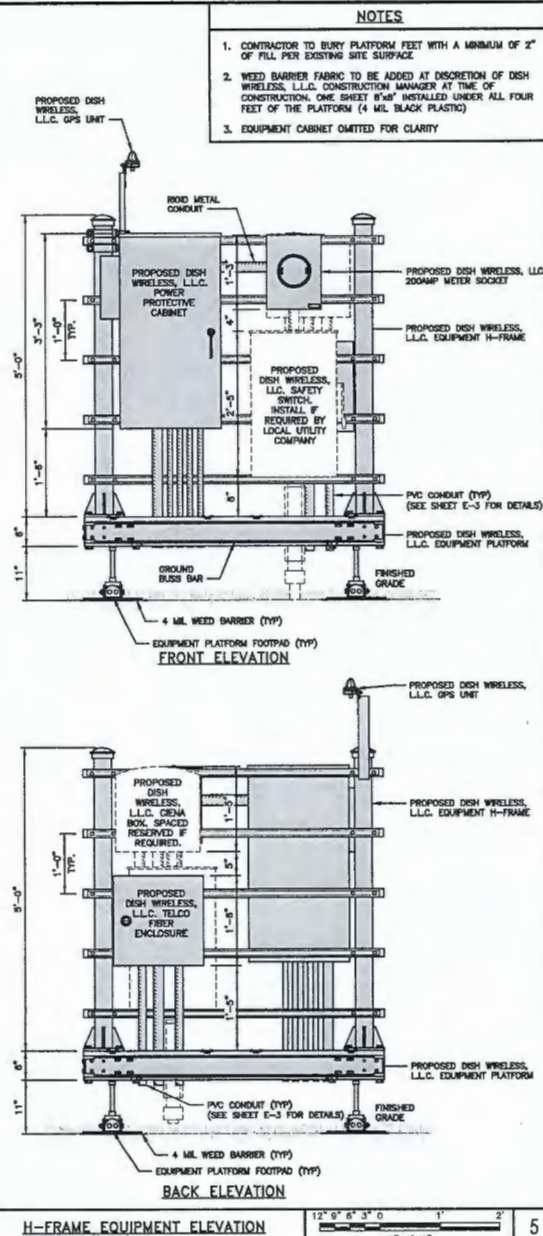
**KENWOOD T1701KT5-SS
H-FRAME**

UNISTRUT/SUPPORT RAIL	8
WEIGHT/ VOLUME	173.6 LBS



NOT USED

NO SCALE 4



**dish
wireless.**

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

AMERICAN TOWER
A.T. ENGINEERING SERVICE, PLLC
3900 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 468-0112

DRAWN BY: CHECKED BY: APPROVED BY:

JU SRF SRF

RFDS REV #:

**CONSTRUCTION
DOCUMENTS**

REV	DATE	DESCRIPTION
0	05/07/2022	BIDDER FOR CONSTRUCTION
1	06/11/2022	CUSTOMER COMMENTS



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AKA PROJECT NUMBER
412712-13729921_D2


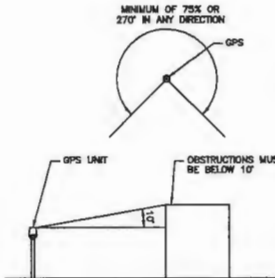
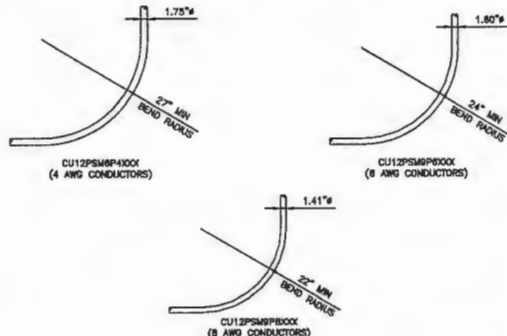
DISH WIRELESS, L.L.C.
PROJECT INFORMATION
BOBOS00128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
EQUIPMENT PLATFORM AND
H-FRAME DETAILS

SHEET NUMBER

A-3

<p>CHARLES INDUSTRY HEX CUBE-PM639155N4</p> <table border="1"> <tr> <td>DIMENSIONS (h/w/d)</td> <td>74"x32"x32"</td> </tr> <tr> <td>POWER PLANT</td> <td>-48VDC ABB/800W</td> </tr> <tr> <td>TOTAL WEIGHT (EMPTY)</td> <td>408 lbs</td> </tr> </table> <p>BACK SIDE FRONT PLAN</p>	DIMENSIONS (h/w/d)	74"x32"x32"	POWER PLANT	-48VDC ABB/800W	TOTAL WEIGHT (EMPTY)	408 lbs	<p>RAYCAP RDIAC-6512-P-240-MTS POWER & TELCO PROTECTION CABINET</p> <table border="1"> <tr> <td>DIMENSIONS (h/w/d)</td> <td>40"x20"x10"</td> </tr> <tr> <td>WEIGHT/ VOLUME</td> <td>124 LBS</td> </tr> <tr> <td>MANUAL TRANSFER SWITCH</td> <td>200A</td> </tr> <tr> <td>LOAD CENTER</td> <td>30 POSITION</td> </tr> <tr> <td>MAIN BREAKER</td> <td>200A, 65mA AIC</td> </tr> <tr> <td>GENERATOR RECEPTACLE</td> <td>CAMLOCK</td> </tr> <tr> <td>NEMA RATING</td> <td>3R POWDER COATED ALUMINUM</td> </tr> <tr> <td>SURGE PROTECTION DEVICE</td> <td>UL 1449 4TH EDITION LISTED</td> </tr> </table> <p>PLAN SIDE FRONT</p>	DIMENSIONS (h/w/d)	40"x20"x10"	WEIGHT/ VOLUME	124 LBS	MANUAL TRANSFER SWITCH	200A	LOAD CENTER	30 POSITION	MAIN BREAKER	200A, 65mA AIC	GENERATOR RECEPTACLE	CAMLOCK	NEMA RATING	3R POWDER COATED ALUMINUM	SURGE PROTECTION DEVICE	UL 1449 4TH EDITION LISTED	<p>SQUARE D SAFETY SWITCH D324NRB</p> <table border="1"> <tr> <td>ENCLOSURE DIM (h/w/d)</td> <td>28.25"x17.25"x8.25"</td> </tr> <tr> <td>TOTAL WEIGHT (EMPTY)</td> <td>45.33 LBS</td> </tr> <tr> <td>MAX VOLTAGE/AMPS/WATT</td> <td>240V/200A/48000W</td> </tr> <tr> <td>ENCLOSURE RATING</td> <td>OUTDOOR NEMA 3R</td> </tr> </table> <p>SIDE BACK FRONT PLAN</p>	ENCLOSURE DIM (h/w/d)	28.25"x17.25"x8.25"	TOTAL WEIGHT (EMPTY)	45.33 LBS	MAX VOLTAGE/AMPS/WATT	240V/200A/48000W	ENCLOSURE RATING	OUTDOOR NEMA 3R	<p>dish wireless.</p> <p>5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120</p> <p>AMERICAN TOWER A.T. ENGINEERING SERVICE, PLLC 3008 RESIDENCY PARKWAY SUITE 100 CARY, NC 27518 PHONE: (919) 488-0112</p>	
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CABINET DETAIL	POWER PROTECTION CABINET (PPC) DETAIL	SAFETY SWITCH																																
<p>EATON METER SOCKET UNRRS213BEUSE</p> <table border="1"> <tr> <td>METER SOCKET TYPE</td> <td>RING</td> </tr> <tr> <td>ENCLOSURE DIM (h/w/d)</td> <td>16"x12"x8"</td> </tr> <tr> <td>MAIN AMPERE RATING</td> <td>200A</td> </tr> <tr> <td>WEIGHT</td> <td>18 LBS</td> </tr> </table> <p>SIDE BACK FRONT PLAN</p>	METER SOCKET TYPE	RING	ENCLOSURE DIM (h/w/d)	16"x12"x8"	MAIN AMPERE RATING	200A	WEIGHT	18 LBS	<p>CIENA 3931 SERVICE DELIVERY SWITCH</p> <table border="1"> <tr> <td>DIMENSIONS (h/w/d)</td> <td>17.0"x16.9"x7.0" 431x427x178mm</td> </tr> <tr> <td>WEIGHT</td> <td>28.6 LBS/13.0 KG</td> </tr> <tr> <td>POWER INPUT</td> <td>60W MAX</td> </tr> </table> <p>FRONT SIDE BACK PLAN</p>	DIMENSIONS (h/w/d)	17.0"x16.9"x7.0" 431x427x178mm	WEIGHT	28.6 LBS/13.0 KG	POWER INPUT	60W MAX	<p>CHARLES FIBER TELCO ENCLOSURE CUBE-MP1818WB-A</p> <table border="1"> <tr> <td>ENCLOSURE DIM (h/w/d)</td> <td>18.0"x18.0"x8.25"</td> </tr> <tr> <td>NEMA RATING</td> <td>4X</td> </tr> <tr> <td>THERMAL</td> <td>SEALED</td> </tr> <tr> <td>MOUNTING BACKBOARD</td> <td>WOOD</td> </tr> </table> <p>SIDE BACK FRONT PLAN</p>	ENCLOSURE DIM (h/w/d)	18.0"x18.0"x8.25"	NEMA RATING	4X	THERMAL	SEALED	MOUNTING BACKBOARD	WOOD	<p>DRAWN BY: CHECKED BY: APPROVED BY:</p> <p>JTU SRF SRF</p> <p>RFS REV #:</p> <p>CONSTRUCTION DOCUMENTS</p> <p>SUBMITTALS</p> <table border="1"> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> <tr> <td>0</td> <td>05/07/2022</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td>1</td> <td>06/11/2022</td> <td>CUSTOMER COMMENTS</td> </tr> </table>	REV	DATE	DESCRIPTION	0	05/07/2022	ISSUED FOR CONSTRUCTION	1	06/11/2022	CUSTOMER COMMENTS
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METER SOCKET DETAIL	CIENA DETAIL	FIBER TELCO ENCLOSURE DETAIL																																
<p>COMMSCOPE WB-K110-B WAVEGUIDE BRIDGE KIT</p> <table border="1"> <tr> <td>DIMENSIONS (h/d)</td> <td>180"x10"</td> </tr> <tr> <td>WEIGHT/ VOLUME</td> <td>325.0 LBS</td> </tr> <tr> <td>CABLE RUN (QTY)</td> <td>12</td> </tr> </table> <p>INCLUDED PRODUCTS:</p> <ul style="list-style-type: none"> WB-T12-3 TRAPEZE KIT, 3 RUNGS WB-LB12-3 SUPPORT BRACKET MF-130 DIRECT BURIAL PIPE COLUMNS, 13'-4" <p>PLAN FRONT SIDE A-A SECTION</p>	DIMENSIONS (h/d)	180"x10"	WEIGHT/ VOLUME	325.0 LBS	CABLE RUN (QTY)	12	<p>CONCRETE PIER</p>	<p>HYBRID CABLE RUN</p>	<p>COMMONWEALTH OF MASSACHUSETTS</p> <p>PATRICK P. BARRY CIVIL NO. 49188</p> <p>IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.</p> <p>A&E PROJECT NUMBER 412712-13729921_D2</p> <p>DISH WIRELESS, L.L.C. PROJECT INFORMATION BOBOS00128A 860 BOSTON POST ROAD MARLBOROUGH, MA 01752</p> <p>SHEET TITLE EQUIPMENT DETAILS</p> <p>SHEET NUMBER A-4</p>																									
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<p>PCTEL GPSGL-TMG-SPI-40NCB</p> <table border="1"> <tr> <td>DIMENSIONS (DxHxT) MM/INCH</td> <td>81x184mm 3.2"x7.25"</td> </tr> <tr> <td>WEIGHT W/ACCESSORIES</td> <td>075 lbs</td> </tr> <tr> <td>CONNECTOR</td> <td>N-FEMALE</td> </tr> <tr> <td>FREQUENCY RANGE</td> <td>1590 ± 50MHz</td> </tr> </table>			DIMENSIONS (DxHxT) MM/INCH	81x184mm 3.2"x7.25"	WEIGHT W/ACCESSORIES	075 lbs	CONNECTOR	N-FEMALE	FREQUENCY RANGE	1590 ± 50MHz	 <p>TOP</p>			 <p>MINIMUM OF 75% OR 270° IN ANY DIRECTION</p> <p>GPS</p> <p>GPS UNIT</p> <p>OBSTRUCTIONS MUST BE BELOW 10°</p>			 <p>CU12PSM8P400X (4 AWG CONDUCTORS)</p> <p>CU12PSM8P800X (8 AWG CONDUCTORS)</p>									
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GPS DETAIL			NO SCALE			1			GPS MINIMUM SKY VIEW REQUIREMENTS			NO SCALE			2			CABLES UNLIMITED HYBRID CABLE MINIMUM BEND RADIUS			NO SCALE			3		
NOT USED			NO SCALE			4			NOT USED			NO SCALE			5			NOT USED			NO SCALE			6		
NOT USED			NO SCALE			7			NOT USED			NO SCALE			8			NOT USED			NO SCALE			9		

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

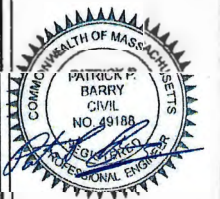
AMERICAN TOWER
A.T. ENGINEERING SERVICE, PLLC
3900 RESIDENCY PARKWAY
SUITE 100
GARY, IN 47715
PHONE (317) 468-0112

DRAWN BY: CHECKED BY: APPROVED BY:
JTL SRF SRF

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DESCRIPTION
0	02/07/2022 SIGNED FOR CONSTRUCTION
1	06/11/2022 CUSTOMER COMMENTS



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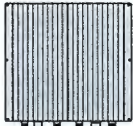




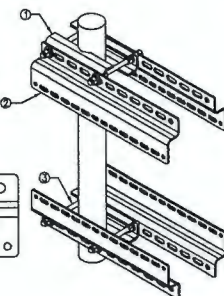



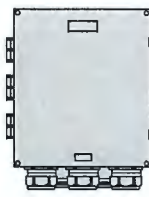
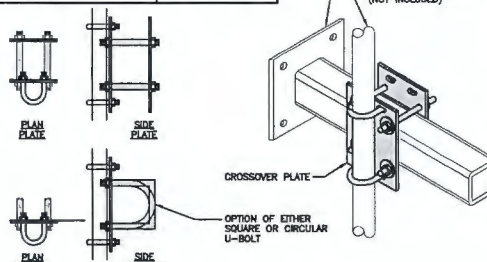
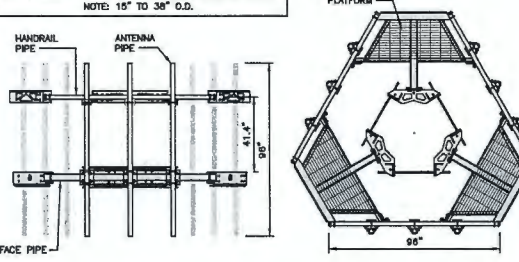
A&E PROJECT NUMBER
412712-13729921_D2

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
BOBOS00128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER

A-5

<p>FUJITSU DUAL BAND TA08025-B604</p> <table border="1"> <tr> <td>DIMENSIONS (HxWxD)</td> <td>14.0"x15.7"x7.0"</td> </tr> <tr> <td>WEIGHT</td> <td>63.0 lbs</td> </tr> <tr> <td>CONNECTOR TYPE</td> <td>4.3-10 RF CONNECTOR</td> </tr> <tr> <td>POWER SUPPLY</td> <td>DC -55V--30V</td> </tr> </table>  <p>PLAN</p>  <p>BACK</p>  <p>SIDE</p>  <p>FRONT</p>	DIMENSIONS (HxWxD)	14.0"x15.7"x7.0"	WEIGHT	63.0 lbs	CONNECTOR TYPE	4.3-10 RF CONNECTOR	POWER SUPPLY	DC -55V--30V	<p>FUJITSU TRIPLE BAND TA08025-B605</p> <table border="1"> <tr> <td>DIMENSIONS (HxWxD)</td> <td>14.0"x15.7"x0"</td> </tr> <tr> <td>WEIGHT</td> <td>74.85 lbs</td> </tr> <tr> <td>CONNECTOR TYPE</td> <td>4.3-10 RF CONNECTOR</td> </tr> <tr> <td>POWER SUPPLY</td> <td>DC -55V--30V</td> </tr> </table>  <p>PLAN</p>  <p>BACK</p>  <p>SIDE</p>  <p>FRONT</p>	DIMENSIONS (HxWxD)	14.0"x15.7"x0"	WEIGHT	74.85 lbs	CONNECTOR TYPE	4.3-10 RF CONNECTOR	POWER SUPPLY	DC -55V--30V	<p>SABRE DOUBLE Z-BRACKET G10123155</p> <table border="1"> <tr> <td>DIMENSIONS (HxWxD) (1 BRACKET)</td> <td>5"x20"x1-13/16"</td> </tr> <tr> <td>WEIGHT (FULL ASSEMBLY)</td> <td>35.79 lbs</td> </tr> <tr> <td>PACKAGE QUANTITY</td> <td>4</td> </tr> </table> <table border="1"> <tr> <th>#</th> <th>DESCRIPTION</th> </tr> <tr> <td>1</td> <td>PLATE, CHANNEL BRACKET</td> </tr> <tr> <td>2</td> <td>RRH Z-BRACKET, 3/16"</td> </tr> <tr> <td>3</td> <td>THREADED ROD ASSEMBLY 1/2"x12"</td> </tr> </table>  <p>NOTE: OR DISH Wireless LLC APPROVED EQUIVALENT</p>	DIMENSIONS (HxWxD) (1 BRACKET)	5"x20"x1-13/16"	WEIGHT (FULL ASSEMBLY)	35.79 lbs	PACKAGE QUANTITY	4	#	DESCRIPTION	1	PLATE, CHANNEL BRACKET	2	RRH Z-BRACKET, 3/16"	3	THREADED ROD ASSEMBLY 1/2"x12"	<p>dish wireless.</p> <p>5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120</p> <p>AMERICAN TOWER A.T. ENGINEERING SERVICE, PLLC 2000 REDBURY PARKWAY SUITE 100 GARY, IN 47719 PHONE: (317) 468-0112</p>
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RRH DETAIL	RRH DETAIL	RRH MOUNT DETAIL	NO SCALE																														
<p>NO SCALE 1</p>	<p>NO SCALE 2</p>	<p>NO SCALE 3</p>	<p>NO SCALE 4</p>																														
NOT USED	ANTENNA DETAIL	NOT USED	NOT USED																														
<p>RAYCAP RDIDC-9181-PF-48 DC SURGE PROTECTION (OVP)</p> <table border="1"> <tr> <td>DIMENSIONS (HxWxD)</td> <td>18.88"x14.39"x6.15"</td> </tr> <tr> <td>WEIGHT</td> <td>21.82 LBS</td> </tr> </table>  <p>PLAN</p>  <p>SIDE</p>  <p>BACK</p>  <p>FRONT</p>	DIMENSIONS (HxWxD)	18.88"x14.39"x6.15"	WEIGHT	21.82 LBS	<p>COMMSCOPE XP-2040 CROSSOVER PLATE</p> <table border="1"> <tr> <td>DIMENSIONS (HxW)</td> <td>10"x12"</td> </tr> <tr> <td>WEIGHT</td> <td>11.023 LBS</td> </tr> </table>  <p>ANTENNA PLATFORM (NOT INCLUDED) ANTENNA PIPE MOUNT (NOT INCLUDED)</p> <p>PLAN PLATE SIDE PLATE CROSSOVER PLATE OPTION OF EITHER SQUARE OR CIRCULAR U-BOLT PLAN U-BOLT SIDE U-BOLT</p>	DIMENSIONS (HxW)	10"x12"	WEIGHT	11.023 LBS	<p>COMMSCOPE MC-PKB-DSH</p> <table border="1"> <tr> <td>FACE WIDTH</td> <td>98"</td> </tr> <tr> <td>WEIGHT</td> <td>1373.08 lbs</td> </tr> </table> <p>NOTE: 15" TO 36" O.D.</p>  <p>HANDRAIL PIPE ANTENNA PIPE FACE PIPE PLATFORM</p>	FACE WIDTH	98"	WEIGHT	1373.08 lbs	<p>NO SCALE 5</p>																		
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NO SCALE 7	NO SCALE 8	NO SCALE 9	NO SCALE 10																														

DRAWN BY: CHECKED BY: APPROVED BY:

JTU SRF SRF

RFDS REV #:

CONSTRUCTION DOCUMENTS

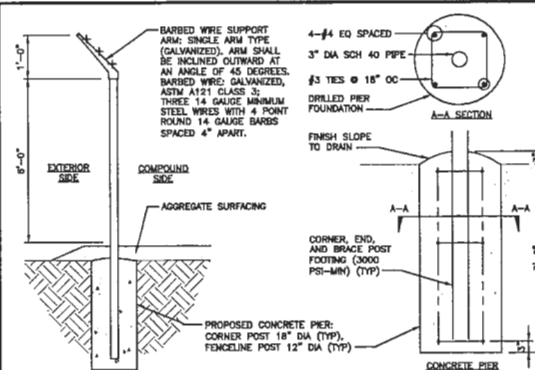
SUBMITTALS

REV DATE DESCRIPTION

0 05/07/2022 ISSUED FOR CONSTRUCTION

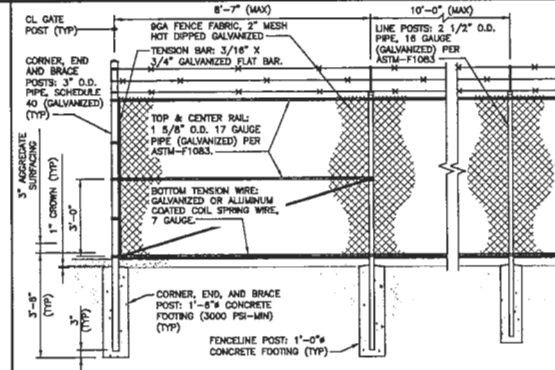
1 05/11/2022 CUSTOMER COMMENTS

- 1 LINE POSTS: 2 1/2" O.D. PIPE, 16 GAUGE (GALVANIZED) PER ASTM-F1063.
- 2 CORNER, END AND BRACE POSTS: 3" O.D. PIPE, SCHEDULE 40 (GALVANIZED).
- 3 TOP RAIL: 1 5/8" O.D. 17 GAUGE PIPE (GALVANIZED) PER ASTM-F1063.
- 4 BRACE RAIL: 1 5/8" O.D. 17 GAUGE PIPE (GALVANIZED).
- 5 DIAGONAL TRUSS ROD: 3/8" GALVANIZED ROD WITH TURNBUCKLE.
- 6 TENSION BAR: 3/16" X 3/4" GALVANIZED FLAT BAR.
- 7 BOTTOM TENSION WIRE: GALVANIZED OR ALUMINUM COATED COIL SPRING WIRE, 7 GAUGE.
- 8 GATE POSTS: 2 7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- 9 COMBINATION PADLOCK ACCORDING TO DISH WIRELESS REQUIREMENTS.
- 10 GATE FRAMES: 1 7/8" O.D. SCHEDULE 40 PIPE (GALVANIZED).
- 11 BARBED WIRE SUPPORT ARM: SINGLE ARM TYPE (GALVANIZED). ARM SHALL BE INCLINED OUTWARD AT AN ANGLE OF 45 DEGREES.
- 12 BARBED WIRE: GALVANIZED, ASTM A121 CLASS 3; THREE 14 GAUGE MINIMUM STEEL WIRES WITH 4 POINT ROUND 14 GAUGE BARBS SPACED 4" APART.
- 13 BGA FENCE FABRIC, 2" MESH HOT DIPPED GALVANIZED
- 14 MISCELLANEOUS:
 - A. RAIL COUPLINGS: SLEEVE TYPE, 8" LONG EXPANSION SPRING EVERY FIFTH COUPLING.
 - B. POST TOPS: PRESSED STEEL, WALLEABLE IRON WITH PRESSED STEEL EXTENSION ARM, OR ONE-PIECE ALUMINUM CASTING, WITH HOLE FOR TOP; ALL DESIGNED TO FIT OVER THE OUTSIDE OF THE POSTS AND TO PREVENT ENTRY OF MOISTURE INTO TUBULAR POSTS.
 - C. LATCHES SHALL BE FORGED TYPE AND SHALL BE ARRANGED FOR PADLOCKING WITH THE PADLOCK ACCESSIBLE FROM BOTH SIDES OF THE GATE.
 - D. KEEPERS SHALL CONSIST OF MECHANICAL DEVICES FOR SECURING AND SUPPORTING THE FREE END OF THE GATES WHEN IN THE FULL OPEN POSITION. KEEPERS SHALL BE MOUNTED ON 2 7/8" O.D. PIPE POSTS FILLED WITH CONCRETE AND SET IN CONCRETE FOUNDATIONS.
 - E. INSTALL FENCING PER ASTM-F757.
 - F. INSTALL SWING GATES PER ASTM-F700.
 - G. LOCAL ORDINANCE OF BARBED WIRE PERMIT REQUIREMENT SHALL BE COMPLETED IF REQUIRED.
 - H. USE GALVANIZED HOG RING WIRE TO MOUNT ALL SIGNS.
 - I. ALL SIGNS MUST BE MOUNTED ON INSIDE OF FENCE.



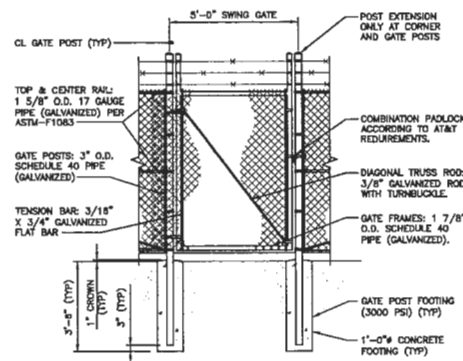
TYPICAL FENCE & CONCRETE PIER SECTION

NO SCALE 2



TYPICAL FENCE DETAIL

NO SCALE



TYPICAL MAN-GATE ELEVATION DETAIL

NO SCALE 4

NOT USED

NO SCALE

MATERIAL DESCRIPTION

NO SCALE 1

NOT USED

NO SCALE 6

NOT USED

NO SCALE 7

NOT USED

NO SCALE

dish
wireless.

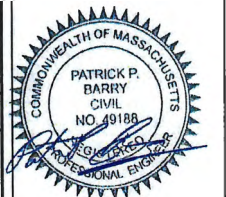
5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

AMERICAN TOWER
A.T. ENGINEERING SERVICE, P.L.C.
3900 REGENCY PARKWAY
SUITE 100
CARY, NC 27518
PHONE: (919) 488-0112

DRAWN BY: JTJ CHECKED BY: SPF
RFDS REF #: -----

CONSTRUCTION DOCUMENTS

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REV	DATE	DESCRIPTION
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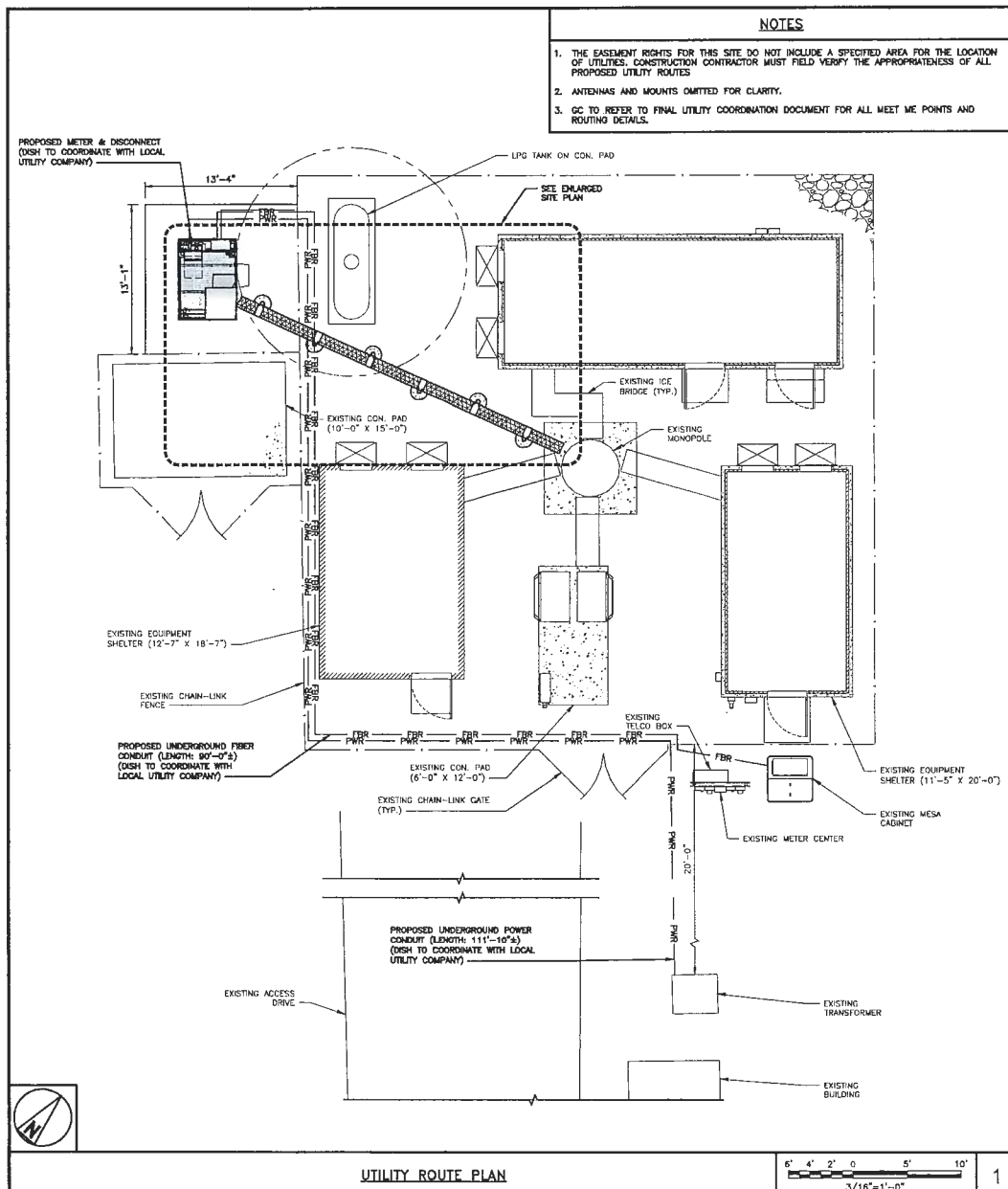
A&E PROJECT NUMBER
412712-13729921_D02

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
BOBOS00128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
EQUIPMENT DETAILS

SHEET NUMBER

A-7



DC POWER WIRING SHALL BE COLOR CODED AT EACH END FOR IDENTIFYING +24V AND -48V CONDUCTORS. RED MARKINGS SHALL IDENTIFY +24V AND BLUE MARKINGS SHALL IDENTIFY -48V.

1. CONTRACTOR SHALL INSPECT THE EXISTING CONDITIONS PRIOR TO SUBMITTING A BID. ANY QUESTIONS ARISING DURING THE BID PERIOD IN REGARDS TO THE CONTRACTOR'S FUNCTIONS, THE SCOPE OF WORK, OR ANY OTHER ISSUE RELATED TO THIS PROJECT SHALL BE BROUGHT UP DURING THE BID PERIOD WITH THE PROJECT MANAGER FOR CLARIFICATION, NOT AFTER THE CONTRACT HAS BEEN AWARDED.
2. ALL ELECTRICAL WORK SHALL BE DONE IN ACCORDANCE WITH CURRENT NATIONAL ELECTRICAL CODES AND ALL STATE AND LOCAL CODES, LAWS, AND ORDINANCES. PROVIDE ALL COMPONENTS AND WIRING SIZES AS REQUIRED TO MEET NEC STANDARDS.
3. LOCATION OF EQUIPMENT, CONDUIT AND DEVICES SHOWN ON THE DRAWINGS ARE APPROXIMATE AND SHALL BE COORDINATED WITH FIELD CONDITIONS PRIOR TO CONSTRUCTION.
4. CONDUIT ROUGH-IN SHALL BE COORDINATED WITH THE MECHANICAL EQUIPMENT TO AVOID LOCATION CONFLICTS. VERIFY WITH THE MECHANICAL EQUIPMENT CONTRACTOR AND COMPLY AS REQUIRED.
5. CONTRACTOR SHALL PROVIDE ALL BREAKERS, CONDUITS AND CIRCUITS AS REQUIRED FOR A COMPLETE SYSTEM.
6. CONTRACTOR SHALL PROVIDE PULL BOXES AND JUNCTION BOXES AS REQUIRED BY THE NEC ARTICLE 314.
7. CONTRACTOR SHALL PROVIDE ALL STRAIN RELIEF AND CABLE SUPPORTS FOR ALL CABLE ASSEMBLIES. INSTALLATION SHALL BE IN ACCORDANCE WITH MANUFACTURER'S SPECIFICATIONS AND RECOMMENDATIONS.
8. ALL DISCONNECTS AND CONTROLLING DEVICES SHALL BE PROVIDED WITH ENGRAVED PHONOLOG NAMEPLATES INDICATING EQUIPMENT CONTROLLED, BRANCH CIRCUITS INSTALLED ON, AND PANEL FIELD LOCATIONS FED FROM.
9. INSTALL AN EQUIPMENT GROUNDING CONDUCTOR IN ALL CONDUITS PER THE SPECIFICATIONS AND NEC 250. THE EQUIPMENT GROUNDING CONDUCTORS SHALL BE BONDED AT ALL JUNCTION BOXES, PULL BOXES, AND ALL DISCONNECT SWITCHES, AND EQUIPMENT CABINETS.
10. ALL NEW MATERIAL SHALL HAVE A U.L. LABEL.
11. PANEL SCHEDULE LOADING AND CIRCUIT ARRANGEMENTS REFLECT POST-CONSTRUCTION EQUIPMENT.
12. CONTRACTOR SHALL BE RESPONSIBLE FOR AS-BUILT PANEL SCHEDULE AND SITE DRAWINGS.
13. ALL TRENCHES IN COMPOUND TO BE HAND DUG

ELECTRICAL NOTES

NO SCALE

2

**AERIAL VIEW**

NO SCALE

3

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

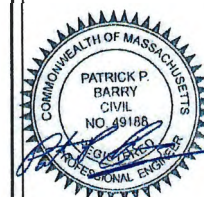
AMERICAN TOWER
A.T. ENGINEERING SERVICE, PLLC
3900 REGINCY PARKWAY
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DARY, NC 27618
PHONE: (919) 468-0112

DRAWN BY: JTJ CHECKED BY: SRF APPROVED BY: SRF

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	03/07/2022	SUBLED FOR CONSTRUCTION
1	06/11/2022	CUSTOMER COMMENTS



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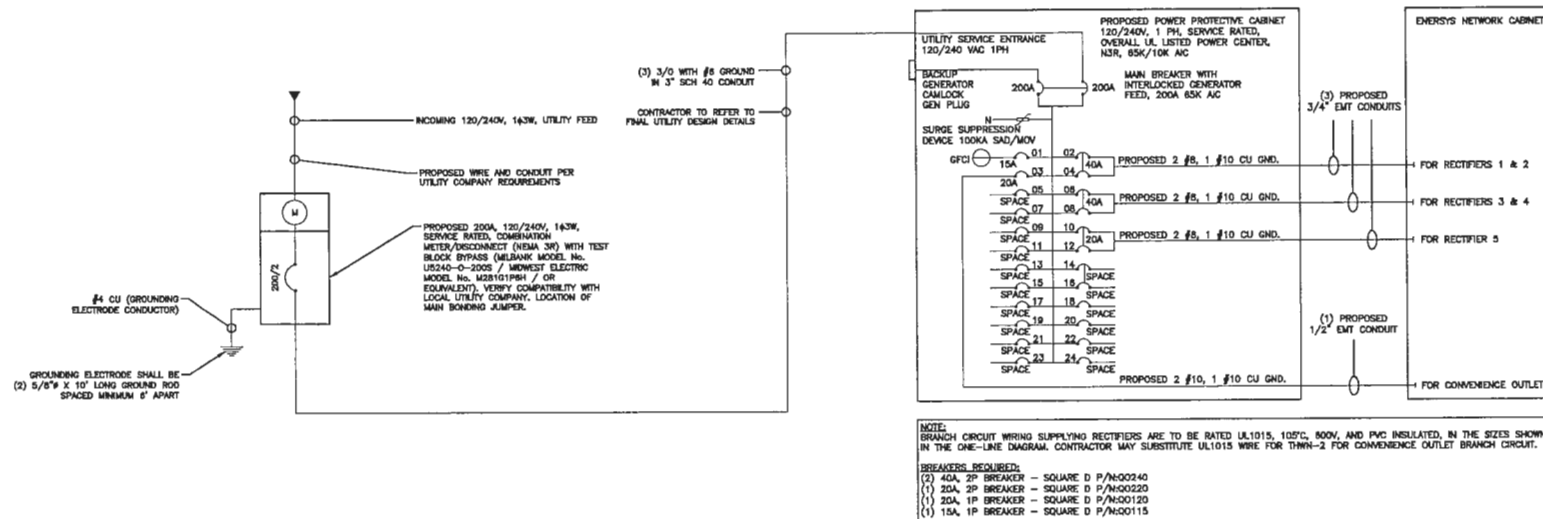
A&E PROJECT NUMBER
412712-1372921_D2

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
BOBOS0012BA
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
ELECTRICAL/FIBER ROUTE
PLAN AND NOTES

SHEET NUMBER

E-1



PPC ONE-LINE DIAGRAM

NO SCALE 1

PROPOSED ENERSYS PANEL SCHEDULE											
LOAD SERVED	VOLT AMPS (WATTS)		TRIP	CIR #	PHASE	CIR #	TRIP	VOLT AMPS (WATTS)		LOAD SERVED	
	L1	L2						L1	L2		
PPC DPG OUTLET	180	180	15A	1	A	2	40A	3840	3840	ENERSYS ALPHA CORDED RECTIFIERS 1 & 2	
ENERSYS GFCI OUTLET			20A	3	B	4	40A	3840	3840	ENERSYS ALPHA CORDED RECTIFIERS 3 & 4	
SPACE				5	A	6	40A	3840	3840	ENERSYS ALPHA CORDED RECTIFIER 5	
SPACE				7	B	8	40A	3840	3840	ENERSYS ALPHA CORDED RECTIFIER 6	
SPACE				9	A	10	20A	1920	1920	ENERSYS ALPHA CORDED RECTIFIER 7	
SPACE				11	B	12				SPACE	
SPACE				13	A	14				SPACE	
SPACE				15	B	16				SPACE	
SPACE				17	A	18				SPACE	
SPACE				19	B	20				SPACE	
SPACE				21	A	22				SPACE	
SPACE				23	B	24				SPACE	
VOLTAGE AMPS	180	180						9800	9800		
200A MCB, 1A, 24 SPACE, 120/240V			L1	L2							
SEE TYPING: 05/2007 JAC			8780	8780							
			82	82							
			70	70							
			102	102							

PANEL SCHEDULE

NO SCALE 2

NOT USED

NO SCALE 3

dish
wireless.

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LITTLETON, CO 80120

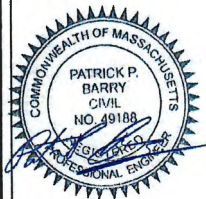
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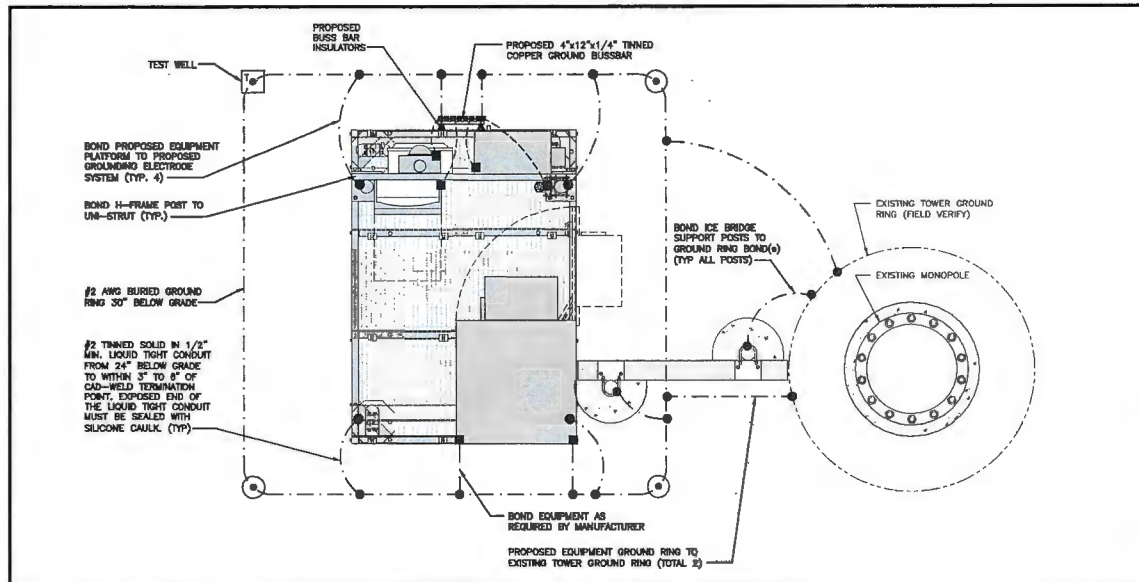
A/E PROJECT NUMBER
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DISH WIRELESS, L.L.C.
PROJECT INFORMATION
BOBOS00128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
ELECTRICAL ONE-LINE, FAULT
CALCS & PANEL SCHEDULE

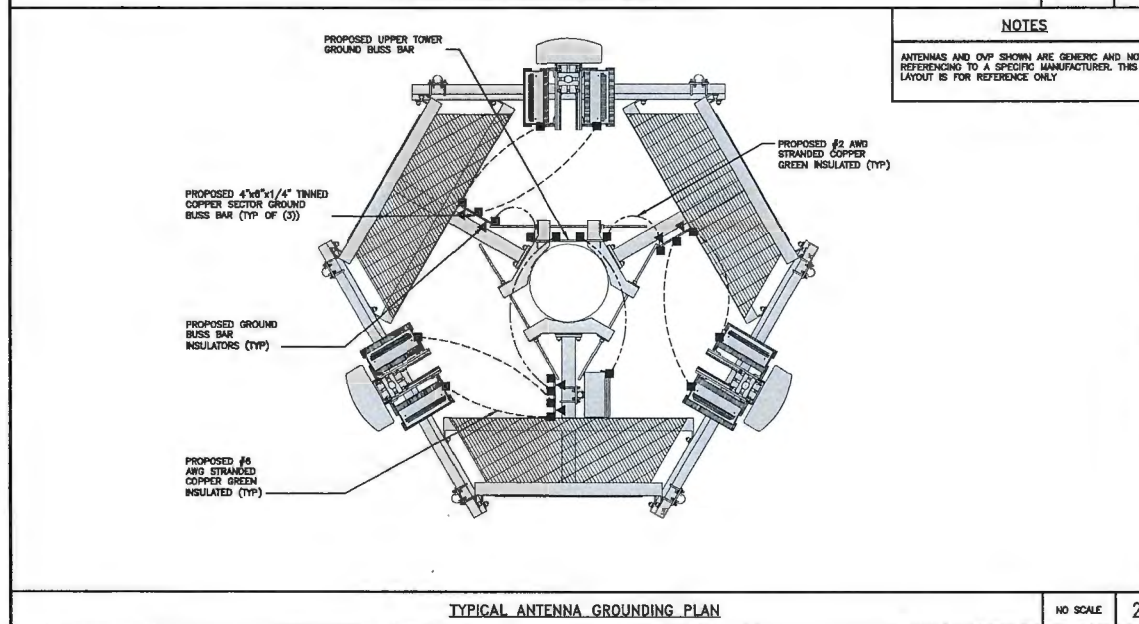
SHEET NUMBER

E-3



TYPICAL EQUIPMENT GROUNDING PLAN

NO SCALE 1



TYPICAL ANTENNA GROUNDING PLAN

NO SCALE 2

<p>● EXOTHERMIC CONNECTION</p> <p>■ MECHANICAL CONNECTION</p> <p>— GROUND BUS BAR</p> <p>○ GROUND ROD</p> <p>□ TEST GROUND ROD WITH INSPECTION SLEEVE</p> <p>--- #2 AWG STRANDED & INSULATED</p> <p>- - - #2 AWG SOLID COPPER TINNED</p> <p>▲ BUSS BAR INSULATOR</p>	
<p>GROUNDING LEGEND</p>	
<p>1. GROUNDING IS SHOWN DIAGRAMMATICALLY ONLY.</p> <p>2. CONTRACTOR SHALL GROUND ALL EQUIPMENT AS A COMPLETE SYSTEM. GROUNDING SHALL BE IN COMPLIANCE WITH NEC SECTION 250 AND DISH WIRELESS, L.L.C. GROUNDING AND BONDING REQUIREMENTS AND MANUFACTURER'S SPECIFICATIONS.</p> <p>3. ALL GROUND CONDUCTORS SHALL BE COPPER; NO ALUMINUM CONDUCTORS SHALL BE USED.</p>	
<p>GROUNDING KEY NOTES</p>	
<p>EXTERIOR GROUND RING: #2 AWG SOLID COPPER, BURIED AT A DEPTH OF AT LEAST 30 INCHES BELOW GRADE, OR 8 INCHES BELOW THE FROST LINE AND APPROXIMATELY 24 INCHES FROM THE EXTERIOR WALL OR FOOTING.</p> <p>TOWER GROUND RING: THE GROUND RING SYSTEM SHALL BE INSTALLED AROUND AN ANTENNA TOWER'S LEGS, AND/OR GUY ANCHORS, WHERE SEPARATE SYSTEMS HAVE BEEN PROVIDED FOR THE TOWER AND THE BUILDING, AT LEAST TWO BONDS SHALL BE MADE BETWEEN THE TOWER RING GROUND SYSTEM AND THE BUILDING RING GROUND SYSTEM USING MINIMUM #2 AWG SOLID COPPER CONDUCTORS.</p> <p>INTERIOR GROUND RING: #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTOR EXTENDED AROUND THE PERIMETER OF THE EQUIPMENT AREA. ALL NON-TELECOMMUNICATIONS RELATED METALLIC OBJECTS FOUND WITHIN A SITE SHALL BE GROUND TO THE INTERIOR GROUND RING WITH #6 AWG STRANDED GREEN INSULATED CONDUCTOR.</p> <p>BOND TO INTERIOR GROUND RING: #2 AWG SOLID TINNED COPPER WIRE PRIMARY BONDS SHALL BE PROVIDED AT LEAST AT FOUR POINTS ON THE INTERIOR GROUND RING, LOCATED AT THE CORNERS OF THE BUILDING.</p> <p>GROUND ROD: UL LISTED COPPER CLAD STEEL, MINIMUM 5/8" DIAMETER BY EIGHT FEET LONG. GROUND RODS SHALL BE INSTALLED WITH INSPECTION SLEEVES. GROUND RODS SHALL BE DRIVEN TO THE DEPTH OF GROUND RING CONDUCTOR.</p> <p>CELL REFERENCE GROUND BAR: POINT OF GROUND REFERENCE FOR ALL COMMUNICATIONS EQUIPMENT FRAMES. ALL BONDS ARE MADE WITH #2 AWG UNLESS NOTED OTHERWISE STRANDED GREEN INSULATED COPPER CONDUCTORS. BOND TO GROUND RING WITH (2) #2 SOLID TINNED COPPER CONDUCTORS.</p> <p>HATCH PLATE GROUND BAR: BOND TO THE INTERIOR GROUND RING WITH TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS. WHEN A HATCH-PLATE AND A CELL REFERENCE GROUND BAR ARE BOTH PRESENT, THE CORD MUST BE CONNECTED TO THE HATCH-PLATE AND TO THE INTERIOR GROUND RING USING (2) TWO #2 AWG STRANDED GREEN INSULATED COPPER CONDUCTORS EACH.</p> <p>EXTERIOR CABLE ENTRY PORT GROUND BARS: LOCATED AT THE ENTRANCE TO THE CELL SITE BUILDING. BOND TO GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTORS WITH AN EXOTHERMIC WELD AND INSPECTION SLEEVE.</p> <p>TELEC. GROUND BAR: BOND TO BOTH CELL REFERENCE GROUND BAR OR EXTERIOR GROUND RING.</p> <p>FRAME BONDING: THE BONDING POINT FOR TELECOM EQUIPMENT FRAMES SHALL BE THE GROUND BUS THAT IS NOT ISOLATED FROM THE EQUIPMENT'S METAL FRAMEWORK.</p> <p>INTERIOR UNIT BONDS: METAL FRAMES, CABINETS AND INDIVIDUAL METALLIC UNITS LOCATED WITHIN THE AREA OF THE INTERIOR GROUND RING REQUIRE A #6 AWG STRANDED GREEN INSULATED COPPER BOND TO THE INTERIOR GROUND RING.</p> <p>FENCE AND GATE GROUNDING: METAL FENCES WITHIN 7 FEET OF THE EXTERIOR GROUND RING OR OBJECTS BONDED TO THE EXTERIOR GROUND RING SHALL BE BONDED TO THE GROUND RING WITH A #2 AWG SOLID TINNED COPPER CONDUCTOR AT AN INTERVAL NOT EXCEEDING 25 FEET. BONDS SHALL BE MADE AT EACH GATE POST AND ACROSS GATE OPENINGS.</p> <p>EXTERIOR UNIT BONDS: METALLIC OBJECTS, EXTERNAL TO OR MOUNTED TO THE BUILDING, SHALL BE BONDED TO THE EXTERIOR GROUND RING USING #2 TINNED SOLID COPPER WIRE.</p> <p>ICE BRIDGE SUPPORTS: EACH ICE BRIDGE LEG SHALL BE BONDED TO THE GROUND RING WITH #2 AWG BARE TINNED COPPER CONDUCTOR. PROVIDE EXOTHERMIC WELDS AT BOTH THE ICE BRIDGE LEG AND BURIED GROUND RING.</p> <p>DURING ALL DC POWER SYSTEM CHANGES INCLUDING DC SYSTEM CHANGE OUTS, RECTIFIER REPLACEMENTS OR ADDITIONS, BREAKER DISTRIBUTION CHANGES, BATTERY ADDITIONS, BATTERY REPLACEMENTS AND INSTALLATIONS OR CHANGES TO DC CONVERTER SYSTEMS IT SHALL BE REQUIRED THAT SERVICE CONTRACTORS VERIFY ALL DC POWER SYSTEMS ARE EQUIPPED WITH A MASTER DC SYSTEM RETURN GROUND CONDUCTOR FROM THE DC POWER SYSTEM COMMON RETURN BUS DIRECTLY CONNECTED TO THE CELL SITE REFERENCE GROUND BAR.</p> <p>TOWER TOP COLLECTOR BUSS BAR IS TO BE MECHANICALLY BONDED TO PROPOSED ANTENNA MOUNT COLLAR. REFER TO DISH WIRELESS, L.L.C. GROUNDING NOTES.</p>	
<p>GROUNDING KEY NOTES</p>	
<p>NO SCALE 3</p>	

dish
wireless.

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

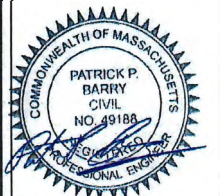
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DRAWN BY: CHECKED BY: APPROVED BY:
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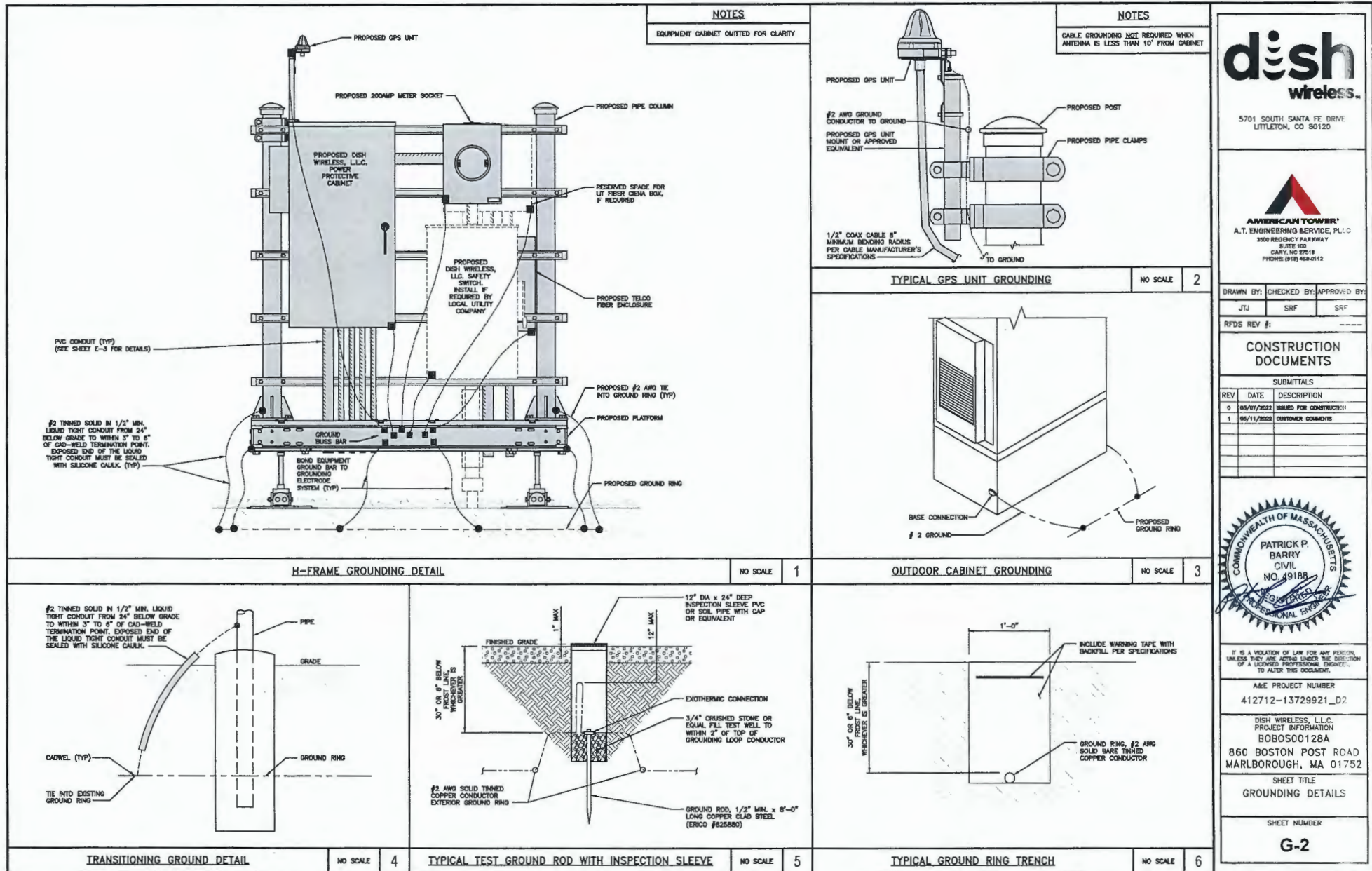
A&E PROJECT NUMBER
412712-13729921_D2

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
B080S00128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
GROUNDING PLANS
AND NOTES

SHEET NUMBER

G-1



<ol style="list-style-type: none"> EXOTHERMIC WELD (2) TWO, #2 AWG BARE TINNED SOLID COPPER CONDUCTORS TO GROUND BAR, ROUTE CONDUCTORS TO BURIED GROUND RING AND PROVIDE PARALLEL EXOTHERMIC WELD. ALL EXTERIOR GROUNDING HARDWARE SHALL BE STAINLESS STEEL 3/8" DIAMETER OR LARGER. ALL HARDWARE 1/4-8 STAINLESS STEEL INCLUDING LOCK WASHERS, COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING. FOR GROUND BOND TO STEEL ONLY; COAT ALL SURFACES WITH AN ANTI-OXIDANT COMPOUND BEFORE MATING. DO NOT INSTALL CABLE GROUNDING KIT AT A BEND AND ALWAYS DIRECT GROUND CONDUCTOR DOWN TO GROUNDING BUS. NUT & WASHER SHALL BE PLACED ON THE FRONT SIDE OF THE GROUND BAR AND BOLTED ON THE BACK SIDE. ALL GROUNDING PARTS AND EQUIPMENT TO BE SUPPLIED AND INSTALLED BY CONTRACTOR. THE CONTRACTOR SHALL BE RESPONSIBLE FOR INSTALLING ADDITIONAL GROUND BAR AS REQUIRED. ENSURE THE WIRE INSULATION TERMINATION IS WITHIN 1/8" OF THE BARREL (NO SHINERS). 												<p>DISH wireless.</p> <p>5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120</p> <p>AMERICAN TOWER A.T. ENGINEERING SERVICE, PLLC 3806 REDBUSH PARKWAY SUITE 100 CARY, NC 27518 PHONE: (919) 489-0112</p> <p>DRAWN BY: JTJ CHECKED BY: SRF APPROVED BY: SRF</p> <p>RFDS REV #:</p> <p>CONSTRUCTION DOCUMENTS</p> <table border="1"> <thead> <tr> <th>REV</th> <th>DATE</th> <th>DESCRIPTION</th> </tr> </thead> <tbody> <tr> <td>0</td> <td>03/07/2022</td> <td>ISSUED FOR CONSTRUCTION</td> </tr> <tr> <td>1</td> <td>05/11/2022</td> <td>CUSTOMER COMMENTS</td> </tr> </tbody> </table> <p>COMMONWEALTH OF MASSACHUSETTS PATRICK P. BARRY CIVIL NO. 49188 REGISTERED PROFESSIONAL ENGINEER</p> <p>IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.</p> <p>AK# PROJECT NUMBER 412712-13729921_D02</p> <p>DISH WIRELESS, L.L.C. PROJECT INFORMATION B080S00128A 860 BOSTON POST ROAD MARLBOROUGH, MA 01752</p> <p>SHEET TITLE GROUNDING DETAILS</p> <p>SHEET NUMBER G-3</p>			REV	DATE	DESCRIPTION	0	03/07/2022	ISSUED FOR CONSTRUCTION	1	05/11/2022	CUSTOMER COMMENTS			
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TYPICAL GROUNDING NOTES			NO SCALE			1			TYPICAL EXTERIOR TWO HOLE LUG			NO SCALE			2			TYPICAL INTERIOR TWO HOLE LUG			NO SCALE			3		
LUG DETAIL			NO SCALE			4			NOT USED			NO SCALE			5			NOT USED			NO SCALE			6		
NOT USED			NO SCALE			7			NOT USED			NO SCALE			8			NOT USED			NO SCALE			9		

RF JUMPER COLOR CODING												3/4" TAPE WIDTHS WITH 3/4" SPACING											
<p>LOW-BAND RRH - (800MHz N71 BASEBAND) + (850MHz N26 BAND) + (700MHz N29 BAND) - OPTIONAL PER MARKET</p> <p>ADD FREQUENCY COLOR TO SECTOR BAND (CBRS WILL USE YELLOW BANDS)</p>												ALPHA RRH				BETA RRH				GAMMA RRH			
												PORT 1 - SLANT	PORT 2 - SLANT	PORT 3 - SLANT	PORT 4 - SLANT	PORT 1 - SLANT	PORT 2 - SLANT	PORT 3 - SLANT	PORT 4 - SLANT	PORT 1 - SLANT	PORT 2 - SLANT	PORT 3 - SLANT	PORT 4 - SLANT
<p>MID-BAND RRH - (AWS BANDS N66+N70)</p> <p>ADD FREQUENCY COLOR TO SECTOR BAND (CBRS WILL USE YELLOW BANDS)</p>												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
												ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
<p>HYBRID/DISCREET CABLES</p> <p>INCLUDE SECTOR BANDS BEING SUPPORTED ALONG WITH FREQUENCY BANDS</p> <p>EXAMPLE 1 - HYBRID, OR DISCREET, SUPPORTS ALL SECTORS, BOTH LOW-BANDS AND MID-BANDS</p> <p>EXAMPLE 2 - HYBRID, OR DISCREET, SUPPORTS CBRS ONLY, ALL SECTORS</p>												WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	
												WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT	WHITE (-) PORT
<p>FIBER JUMPERS TO RRHs</p> <p>LOW-BAND RRH FIBER CABLES HAVE SECTOR STRIPE ONLY</p>												LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH
												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
<p>POWER CABLES TO RRHs</p> <p>LOW-BAND RRH POWER CABLES HAVE SECTOR STRIPE ONLY</p>												LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH	LOW BAND RRH	HIGH BAND RRH
												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
<p>RET MOTORS AT ANTENNAS</p>												ANTENNA 1 LOW BAND/ "N"	ANTENNA 1 HIGH BAND/ "H"	ANTENNA 1 LOW BAND/ "N"	ANTENNA 1 HIGH BAND/ "H"	ANTENNA 1 LOW BAND/ "N"	ANTENNA 1 HIGH BAND/ "H"	ANTENNA 1 LOW BAND/ "N"	ANTENNA 1 HIGH BAND/ "H"	ANTENNA 1 LOW BAND/ "N"	ANTENNA 1 HIGH BAND/ "H"	ANTENNA 1 LOW BAND/ "N"	ANTENNA 1 HIGH BAND/ "H"
												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
<p>MICROWAVE RADIO LINKS</p> <p>LINKS WILL HAVE A 1.5-2 INCH WHITE WRAP WITH THE AZIMUTH COLOR OVERLAPPING IN THE MIDDLE. ADD ADDITIONAL SECTOR COLOR BANDS FOR EACH ADDITIONAL MW RADIO.</p> <p>MICROWAVE CABLES WILL REQUIRE P-TOUCH LABELS INSIDE THE CABINET TO IDENTIFY THE LOCAL AND REMOTE SITE ID'S</p>												FORWARD AZIMUTH OF 0-120 DEGREES	FORWARD AZIMUTH OF 120-240 DEGREES	FORWARD AZIMUTH OF 240-360 DEGREES	FORWARD AZIMUTH OF 0-120 DEGREES	FORWARD AZIMUTH OF 120-240 DEGREES	FORWARD AZIMUTH OF 240-360 DEGREES	FORWARD AZIMUTH OF 0-120 DEGREES	FORWARD AZIMUTH OF 120-240 DEGREES	FORWARD AZIMUTH OF 240-360 DEGREES	FORWARD AZIMUTH OF 0-120 DEGREES	FORWARD AZIMUTH OF 120-240 DEGREES	FORWARD AZIMUTH OF 240-360 DEGREES
												PRIMARY	SECONDARY	PRIMARY	SECONDARY	PRIMARY	SECONDARY	PRIMARY	SECONDARY	PRIMARY	SECONDARY	PRIMARY	SECONDARY
<p>LOW BANDS (N71+N26) OPTIONAL - (N29)</p> <p>AWS (N66+N70+H-BLOCK)</p> <p>CBRS TECH (3 GHz)</p> <p>NEGATIVE SLANT PORT ON ANT/RRH</p> <p>ORANGE</p> <p>PURPLE</p> <p>YELLOW</p> <p>WHITE</p>												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
												ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE	ORANGE
<p>ALPHA SECTOR</p> <p>BETA SECTOR</p> <p>GAMMA SECTOR</p> <p>RED</p> <p>BLUE</p> <p>GREEN</p>												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
												PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE
<p>COLOR IDENTIFIER</p> <p>NO SCALE</p> <p>2</p>												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
												PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE
<p>NOT USED</p> <p>NO SCALE</p> <p>3</p>												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
												PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE
<p>NOT USED</p> <p>NO SCALE</p> <p>4</p>												RED	RED	RED	RED	BLUE	BLUE	BLUE	BLUE	GREEN	GREEN	GREEN	GREEN
												PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE	PURPLE

dish
wireless.

5701 SOUTH SANTA FE DRIVE
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DISH WIRELESS, L.L.C.

PROJECT INFORMATION

BOBOS00128A

860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE

RF

CABLE COLOR CODES

SHEET NUMBER

RF-1

EXOTHERMIC CONNECTION
MECHANICAL CONNECTION
BUSS BAR INSULATOR
CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
TEST CHEMICAL ELECTROLYTIC GROUNDING SYSTEM
EXOTHERMIC WITH INSPECTION SLEEVE
GROUNDING BAR
GROUND ROD
TEST GROUND ROD WITH INSPECTION SLEEVE

SINGLE POLE SWITCH

DUPLEX RECEPTACLE

DUPLEX GFCI RECEPTACLE

FLUORESCENT LIGHTING FIXTURE
(2) TWO LAMPS 48-T8

SMOKE DETECTION (DC)

EMERGENCY LIGHTING (DC)

SECURITY LIGHT W/PHOTOCELL LITHONIA ALXW
LED-1-25A400/51K-SR4-120-PE-D087AD

CHAIN LINK FENCE

WOOD/WROUGHT IRON FENCE

WALL STRUCTURE

LEASE AREA

PROPERTY LINE (PL)

SETBACKS

ICE BRIDGE

CABLE TRAY

WATER LINE

UNDERGROUND POWER

UNDERGROUND TELCO

OVERHEAD POWER

OVERHEAD TELCO

UNDERGROUND TELCO/POWER

ABOVE GROUND POWER

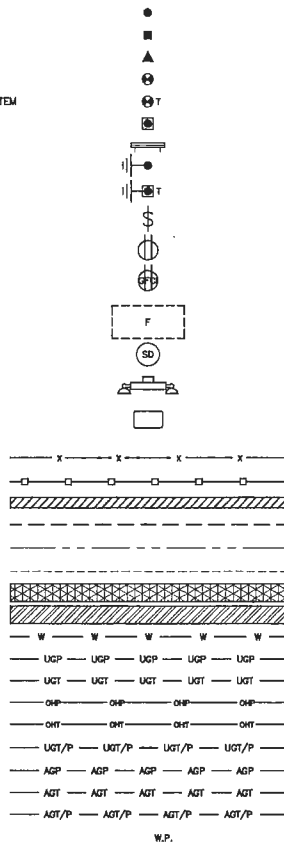
ABOVE GROUND TELCO

ABOVE GROUND TELCO/POWER

WORKPOINT

SECTION REFERENCE

DETAIL REFERENCE



LEGEND

AB	ANCHOR BOLT	IN	INCH
ABV	ABOVE	INT	INTERIOR
AC	ALTERNATING CURRENT	LB(S)	POUND(S)
ADOL	ADDITIONAL	LF	LINEAR FEET
ATF	ABOVE FINISHED FLOOR	LTE	LONG TERM EVOLUTION
AFG	ABOVE FINISHED GRADE	MAS	MASONRY
AGL	ABOVE GROUND LEVEL	MAX	MAXIMUM
AKC	AMPERAGE INTERRUPTION CAPACITY	MB	MACHINE BOLT
ALUM	ALUMINUM	MEDH	MECHANICAL
ALT	ALTERNATE	MFR	MANUFACTURER
ANT	ANTENNA	MGB	MASTER GROUND BAR
APPROX	APPROXIMATE	MIN	MINIMUM
ARCH	ARCHITECTURAL	MISC	MISCELLANEOUS
ATS	AUTOMATIC TRANSFER SWITCH	MTL	METAL
AWG	AMERICAN WIRE GAUGE	MTS	MANUAL TRANSFER SWITCH
BATT	BATTERY	MW	MICROWAVE
BLDG	BUILDING	NEC	NATIONAL ELECTRIC CODE
BLK	BLOCK	NM	NEWTON METERS
BLKG	BLOCKING	NO.	NUMBER
BM	BEAM	#	NUMBER
BTC	BARE TINNED COPPER CONDUCTOR	NTS	NOT TO SCALE
BOF	BOTTOM OF FOOTING	OC	ON-CENTER
CAB	CABINET	OSHA	OCCUPATIONAL SAFETY AND HEALTH ADMINISTRATION
CANT	CANTILEVERED	OPNG	OPENING
CHG	CHARGING	P/C	PRECAST CONCRETE
CLG	CEILING	PCS	PERSONAL COMMUNICATION SERVICES
CLR	CLEAR	PCU	PRIMARY CONTROL UNIT
COL	COLUMN	PRC	PRIMARY RADIO CABINET
COMM	COMMON	PP	POLARIZING PRESERVING
CONC	CONCRETE	PSF	POUNDS PER SQUARE FOOT
CONSTR	CONSTRUCTION	PSI	POUNDS PER SQUARE INCH
DBL	DOUBLE	PT	PRESSURE TREATED
DC	DIRECT CURRENT	PWR	POWER CABINET
DEPT	DEPARTMENT	QTY	QUANTITY
DF	DOUGLAS FIR	RAD	RADIUS
DIA	DIAMETER	RECT	RECTIFIER
DIAG	DIAGONAL	REF	REFERENCE
DM	DIMENSION	REINF	REINFORCEMENT
DWG	DRAWING	REQ'D	REQUIRED
DWL	DOWEL	RET	REMOTE ELECTRIC TILT
EA	EACH	RF	RADIO FREQUENCY
EC	ELECTRICAL CONDUCTOR	RMC	RIGID METALLIC CONDUIT
EL	ELEVATION	RNH	REMOTE RADIO HEAD
ELEC	ELECTRICAL	RRU	REMOTE RADIO UNIT
EMT	ELECTRICAL METALLIC TUBING	RWY	RACEWAY
ENG	ENGINEER	SCH	SCHEDULE
EQ	EQUAL	SHT	SHEET
EXP	EXPANSION	SIAD	SMART INTEGRATED ACCESS DEVICE
EXT	EXTERIOR	SIM	SIMILAR
EW	EACH WAY	SPEC	SPECIFICATION
FAB	FABRICATION	SO	SQUARE
FF	FINISH FLOOR	SS	STAINLESS STEEL
FG	FINISH GRADE	STD	STANDARD
FIF	FACILITY INTERFACE FRAME	STL	STEEL
FIN	FINISH(ED)	TEMP	TEMPORARY
FLR	FLOOR	THK	THICKNESS
FDN	FOUNDATION	TMA	TOWER MOUNTED AMPLIFIER
FDC	FACE OF CONCRETE	TN	TIE NAIL
FOM	FACE OF MASONRY	TA	TOP OF ANTENNA
FOS	FACE OF STUD	TC	TOP OF CURB
FOW	FACE OF WALL	TOF	TOP OF FOUNDATION
FS	FINISH SURFACE	TOP	TOP OF PLATE (PARAPET)
FT	FOOT	TOS	TOP OF STEEL
FTG	FOOTING	TOW	TOP OF WALL
GA	GAUGE	TVSS	TRANSIENT VOLTAGE SURGE SUPPRESSION
GEN	GENERATOR	TYP	TYPICAL
GFCI	GROUND FAULT CIRCUIT INTERRUPTER	UG	UNDERGROUND
GLB	GLUE LAMINATED BEAM	UL	UNDERWRITERS LABORATORY
GLV	GALVANIZED	UNO	UNLESS NOTED OTHERWISE
GPS	GLOBAL POSITIONING SYSTEM	UMTS	UNIVERSAL MOBILE TELECOMMUNICATIONS SYSTEM
GND	GROUND	UPS	UNINTERRUPTIBLE POWER SYSTEM (DC POWER PLANT)
GSM	GLOBAL SYSTEM FOR MOBILE	VIF	VERIFIED IN FIELD
HDD	HOT DIPPED GALVANIZED	W	WIDE
HDR	HEADER	W/	WITH
HGR	HANGER	WD	WOOD
HVAC	HEAT/VENTILATION/AIR CONDITIONING	WP	WEATHERPROOF
HT	HEIGHT	WT	WEIGHT
IGR	INTERIOR GROUND RING		

ABBREVIATIONS

dish
wireless

5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

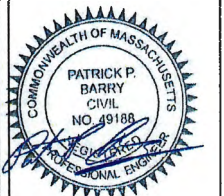
AMERICAN TOWER
A.T. ENGINEERING SERVICE, PLLC
3500 REGENCY PARKWAY
SUITE 100
DARY, NC 27118
PHONE: (919) 468-0112

DRAWN BY: CHECKED BY: APPROVED BY:
JTL SRF SRF

RFD5 REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	05/07/2022	ISSUED FOR CONSTRUCTION
1	06/11/2022	CUSTOMER COMMENTS



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

A&E PROJECT NUMBER
412712-13729921_D2

DISH WIRELESS, LLC
PROJECT INFORMATION
BOBOS00128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
LEGEND AND ABBREVIATIONS

SHEET NUMBER

GN-1

SITE ACTIVITY REQUIREMENTS:

1. NOTICE TO PROCEED - NO WORK SHALL COMMENCE PRIOR TO CONTRACTOR RECEIVING A WRITTEN NOTICE TO PROCEED (NTP) AND THE ISSUANCE OF A PURCHASE ORDER. PRIOR TO ACCESSING/ENTERING THE SITE YOU MUST CONTACT THE DISH WIRELESS, L.L.C. AND TOWER OWNER NOC & THE DISH WIRELESS, L.L.C. AND TOWER OWNER CONSTRUCTION MANAGER.
2. "LOOK UP" - DISH WIRELESS, L.L.C. AND TOWER OWNER SAFETY CLIMB REQUIREMENT:
THE INTEGRITY OF THE SAFETY CLIMB AND ALL COMPONENTS OF THE CLIMBING FACILITY SHALL BE CONSIDERED DURING ALL STAGES OF DESIGN, INSTALLATION, AND INSPECTION. TOWER MODIFICATION, MOUNT REINFORCEMENTS, AND/OR EQUIPMENT INSTALLATIONS SHALL NOT COMPROMISE THE INTEGRITY OR FUNCTIONAL USE OF THE SAFETY CLIMB OR ANY COMPONENTS OF THE CLIMBING FACILITY ON THE STRUCTURE. THIS SHALL INCLUDE, BUT NOT BE LIMITED TO: PINCHING OF THE WIRE ROPE, BENDING OF THE WIRE ROPE FROM ITS SUPPORTS, DIRECT CONTACT OR CLOSE PROXIMITY TO THE WIRE ROPE WHICH MAY CAUSE FRICTIONAL WEAR, IMPACT TO THE ANCHORAGE POINTS IN ANY WAY, OR TO IMPEDE/BLOCK ITS INTENDED USE. ANY COMPROMISED SAFETY CLIMB, INCLUDING EXISTING CONDITIONS MUST BE TAGGED OUT AND REPORTED TO YOUR DISH WIRELESS, L.L.C. AND DISH WIRELESS, L.L.C. AND TOWER OWNER POC OR CALL THE NOC TO GENERATE A SAFETY CLIMB MAINTENANCE AND CONTRACTOR NOTICE TICKET.
3. PRIOR TO THE START OF CONSTRUCTION, ALL REQUIRED JURISDICTIONAL PERMITS SHALL BE OBTAINED. THIS INCLUDES, BUT IS NOT LIMITED TO, BUILDING, ELECTRICAL, MECHANICAL, FIRE, FLOOD ZONE, ENVIRONMENTAL, AND ZONING. AFTER ONSITE ACTIVITIES AND CONSTRUCTION ARE COMPLETED, ALL REQUIRED PERMITS SHALL BE SATISFIED AND CLOSED OUT ACCORDING TO LOCAL JURISDICTIONAL REQUIREMENTS.
4. ALL CONSTRUCTION MEANS AND METHODS, INCLUDING BUT NOT LIMITED TO, ERECTION PLANS, RIGGING PLANS, CLIMBING PLANS, AND RESCUE PLANS SHALL BE THE RESPONSIBILITY OF THE GENERAL CONTRACTOR RESPONSIBLE FOR THE EXECUTION OF THE WORK CONTAINED HEREIN, AND SHALL MEET ANSI/ASSE A10.48 (LATEST EDITION); FEDERAL, STATE, AND LOCAL REGULATIONS; AND ANY APPLICABLE INDUSTRY CONSENSUS STANDARDS RELATED TO THE CONSTRUCTION ACTIVITIES BEING PERFORMED. ALL RIGGING PLANS SHALL ADHERE TO ANSI/ASSE A10.48 (LATEST EDITION) AND DISH WIRELESS, L.L.C. AND TOWER OWNER STANDARDS, INCLUDING THE REQUIRED INVOLVEMENT OF A QUALIFIED ENGINEER FOR CLASS IV CONSTRUCTION, TO CERTIFY THE SUPPORTING STRUCTURE(S) IN ACCORDANCE WITH ANSI/TA-322 (LATEST EDITION).
5. ALL SITE WORK TO COMPLY WITH DISH WIRELESS, L.L.C. AND TOWER OWNER INSTALLATION STANDARDS FOR CONSTRUCTION ACTIVITIES ON DISH WIRELESS, L.L.C. AND TOWER OWNER TOWER SITE AND LATEST VERSION OF ANSI/TA-1019-A-2D12 "STANDARD FOR INSTALLATION, ALTERATION, AND MAINTENANCE OF ANTENNA SUPPORTING STRUCTURES AND ANTENNAS."
6. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY DISH WIRELESS, L.L.C. AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES; CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
9. THE CONTRACTOR SHALL CONTACT UTILITY LOCATING SERVICES INCLUDING PRIVATE LOCATES SERVICES PRIOR TO THE START OF CONSTRUCTION.
10. ALL EXISTING ACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES WHERE ENCOUNTERED IN THE WORK, SHALL BE PROTECTED AT ALL TIMES AND WHERE REQUIRED FOR THE PROPER EXECUTION OF THE WORK, SHALL BE RELOCATED AS DIRECTED BY CONTRACTOR. EXTREME CAUTION SHOULD BE USED BY THE CONTRACTOR WHEN EXCAVATING OR DRILLING PIERS AROUND OR NEAR UTILITIES. CONTRACTOR SHALL PROVIDE SAFETY TRAINING FOR THE WORKING CREW. THIS WILL INCLUDE BUT NOT BE LIMITED TO A) FALL PROTECTION B) CONFINED SPACE C) ELECTRICAL SAFETY D) TRENCHING AND EXCAVATION E) CONSTRUCTION SAFETY PROCEDURES.
11. ALL SITE WORK SHALL BE AS INDICATED ON THE STAMPED CONSTRUCTION DRAWINGS AND DISH PROJECT SPECIFICATIONS, LATEST APPROVED REVISION.
12. CONTRACTOR SHALL KEEP THE SITE FREE FROM ACCUMULATING WASTE MATERIAL, DEBRIS, AND TRASH AT THE COMPLETION OF THE WORK. IF NECESSARY, RUBBISH, STUMPS, DEBRIS, STICKS, STONES AND OTHER REFUSE SHALL BE REMOVED FROM THE SITE AND DISPOSED OF LEGALLY.
13. ALL EXISTING INACTIVE SEWER, WATER, GAS, ELECTRIC AND OTHER UTILITIES, WHICH INTERFERE WITH THE EXECUTION OF THE WORK, SHALL BE REMOVED AND/OR CAPPED, PLUGGED OR OTHERWISE DISCONTINUED AT POINTS WHICH WILL NOT INTERFERE WITH THE EXECUTION OF THE WORK, SUBJECT TO THE APPROVAL OF DISH WIRELESS, L.L.C. AND TOWER OWNER, AND/OR LOCAL UTILITIES.
14. THE CONTRACTOR SHALL PROVIDE SITE SIGNAGE IN ACCORDANCE WITH THE TECHNICAL SPECIFICATION FOR SITE SIGNAGE REQUIRED BY LOCAL JURISDICTION AND SIGNAGE REQUIRED ON INDIVIDUAL PIECES OF EQUIPMENT, ROOMS, AND SHELTERS.
15. THE SITE SHALL BE GRADED TO CAUSE SURFACE WATER TO FLOW AWAY FROM THE CARRIER'S EQUIPMENT AND TOWER AREAS.
16. THE SUB GRADE SHALL BE COMPACTED AND BROUGHT TO A SMOOTH UNIFORM GRADE PRIOR TO FINISHED SURFACE APPLICATION.
17. THE AREAS OF THE OWNERS PROPERTY DISTURBED BY THE WORK AND NOT COVERED BY THE TOWER, EQUIPMENT OR DRIVEWAY, SHALL BE GRADED TO A UNIFORM SLOPE, AND STABILIZED TO PREVENT EROSION AS SPECIFIED ON THE CONSTRUCTION DRAWINGS AND/OR PROJECT SPECIFICATIONS.
18. CONTRACTOR SHALL MINIMIZE DISTURBANCE TO EXISTING SITE DURING CONSTRUCTION. EROSION CONTROL MEASURES, IF REQUIRED DURING CONSTRUCTION, SHALL BE IN CONFORMANCE WITH THE LOCAL GUIDELINES FOR EROSION AND SEDIMENT CONTROL.
19. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF OWNER.
20. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS AND RADIOS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
21. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.
22. NO FILL OR EMBANKMENT MATERIAL SHALL BE PLACED ON FROZEN GROUND. FROZEN MATERIALS, SNOW OR ICE SHALL NOT BE PLACED IN ANY FILL OR EMBANKMENT.

GENERAL NOTES:

1. FOR THE PURPOSE OF CONSTRUCTION DRAWING, THE FOLLOWING DEFINITIONS SHALL APPLY:
CONTRACTOR: GENERAL CONTRACTOR RESPONSIBLE FOR CONSTRUCTION
CARRIER: DISH WIRELESS, L.L.C.
TOWER OWNER: TOWER OWNER
2. THESE DRAWINGS HAVE BEEN PREPARED USING STANDARDS OF PROFESSIONAL CARE AND COMPLETENESS NORMALLY EXERCISED UNDER SIMILAR CIRCUMSTANCES BY REPUTABLE ENGINEERS IN THIS OR SIMILAR LOCALITIES. IT IS ASSUMED THAT THE WORK DEPICTED WILL BE PERFORMED BY AN EXPERIENCED CONTRACTOR AND/OR WORKPEOPLE WHO HAVE A WORKING KNOWLEDGE OF THE APPLICABLE CODE STANDARDS AND REQUIREMENTS AND OF INDUSTRY ACCEPTED STANDARD GOOD PRACTICE. AS NOT EVERY CONDITION OR ELEMENT IS (OR CAN BE) EXPLICITLY SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL USE INDUSTRY ACCEPTED STANDARD GOOD PRACTICE FOR MISCELLANEOUS WORK NOT EXPLICITLY SHOWN.
3. THESE DRAWINGS REPRESENT THE FINISHED STRUCTURE. THEY DO NOT INDICATE THE MEANS OR METHODS OF CONSTRUCTION. THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR THE CONSTRUCTION MEANS, METHODS, TECHNIQUES, SEQUENCES, AND PROCEDURES. THE CONTRACTOR SHALL PROVIDE ALL MEASURES NECESSARY FOR PROTECTION OF LIFE AND PROPERTY DURING CONSTRUCTION. SUCH MEASURES SHALL INCLUDE, BUT NOT BE LIMITED TO, BRACING, FORMWORK, SHORING, ETC. SITE VISITS BY THE ENGINEER OR HIS REPRESENTATIVE WILL NOT INCLUDE INSPECTION OF THESE ITEMS AND IS FOR STRUCTURAL OBSERVATION OF THE FINISHED STRUCTURE ONLY.
4. NOTES AND DETAILS IN THE CONSTRUCTION DRAWINGS SHALL TAKE PRECEDENCE OVER GENERAL NOTES AND TYPICAL DETAILS. WHERE NO DETAILS ARE SHOWN, CONSTRUCTION SHALL CONFORM TO SIMILAR WORK ON THE PROJECT, AND/OR AS PROVIDED FOR IN THE CONTRACT DOCUMENTS. WHERE DISCREPANCIES OCCUR BETWEEN PLANS, DETAILS, GENERAL NOTES, AND SPECIFICATIONS, THE GREATER, MORE STRICT REQUIREMENTS, SHALL GOVERN. IF FURTHER CLARIFICATION IS REQUIRED CONTACT THE ENGINEER OF RECORD.
5. SUBSTANTIAL EFFORT HAS BEEN MADE TO PROVIDE ACCURATE DIMENSIONS AND MEASUREMENTS ON THE DRAWINGS TO ASSIST IN THE FABRICATION AND/OR PLACEMENT OF CONSTRUCTION ELEMENTS BUT IT IS THE SOLE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY THE DIMENSIONS, MEASUREMENTS, AND/OR CLEARANCES SHOWN IN THE CONSTRUCTION DRAWINGS PRIOR TO FABRICATION OR CUTTING OF ANY NEW OR EXISTING CONSTRUCTION ELEMENTS. IF IT IS DETERMINED THAT THERE ARE DISCREPANCIES AND/OR CONFLICTS WITH THE CONSTRUCTION DRAWINGS THE ENGINEER OF RECORD IS TO BE NOTIFIED AS SOON AS POSSIBLE.
6. PRIOR TO THE SUBMISSION OF BIDS, THE BIDDING CONTRACTOR SHALL VISIT THE CELL SITE TO FAMILIARIZE WITH THE EXISTING CONDITIONS AND TO CONFIRM THAT THE WORK CAN BE ACCOMPLISHED AS SHOWN ON THE CONSTRUCTION DRAWINGS. ANY DISCREPANCY FOUND SHALL BE BROUGHT TO THE ATTENTION OF CARRIER POC AND TOWER OWNER.
7. ALL MATERIALS FURNISHED AND INSTALLED SHALL BE IN STRICT ACCORDANCE WITH ALL APPLICABLE CODES, REGULATIONS AND ORDINANCES. CONTRACTOR SHALL ISSUE ALL APPROPRIATE NOTICES AND COMPLY WITH ALL LAWS, ORDINANCES, RULES, REGULATIONS AND LAWFUL ORDERS OF ANY PUBLIC AUTHORITY REGARDING THE PERFORMANCE OF THE WORK. ALL WORK CARRIED OUT SHALL COMPLY WITH ALL APPLICABLE MUNICIPAL AND UTILITY COMPANY SPECIFICATIONS AND LOCAL JURISDICTIONAL CODES, ORDINANCES AND APPLICABLE REGULATIONS.
8. UNLESS NOTED OTHERWISE, THE WORK SHALL INCLUDE FURNISHING MATERIALS, EQUIPMENT, APPURTENANCES AND LABOR NECESSARY TO COMPLETE ALL INSTALLATIONS AS INDICATED ON THE DRAWINGS.
9. THE CONTRACTOR SHALL INSTALL ALL EQUIPMENT AND MATERIALS IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS SPECIFICALLY STATED OTHERWISE.
10. IF THE SPECIFIED EQUIPMENT CAN NOT BE INSTALLED AS SHOWN ON THESE DRAWINGS, THE CONTRACTOR SHALL PROPOSE AN ALTERNATIVE INSTALLATION FOR APPROVAL BY THE CARRIER AND TOWER OWNER PRIOR TO PROCEEDING WITH ANY SUCH CHANGE OF INSTALLATION.
11. CONTRACTOR IS TO PERFORM A SITE INVESTIGATION, BEFORE SUBMITTING BIDS, TO DETERMINE THE BEST ROUTING OF ALL CONDUITS FOR POWER, AND TELCO AND FOR GROUNDING CABLES AS SHOWN IN THE POWER, TELCO, AND GROUNDING PLAN DRAWINGS.
12. THE CONTRACTOR SHALL PROTECT EXISTING IMPROVEMENTS, PAVEMENTS, CURBS, LANDSCAPING AND STRUCTURES. ANY DAMAGED PART SHALL BE REPAIRED AT CONTRACTOR'S EXPENSE TO THE SATISFACTION OF DISH WIRELESS, L.L.C. AND TOWER OWNER
13. CONTRACTOR SHALL LEGALLY AND PROPERLY DISPOSE OF ALL SCRAP MATERIALS SUCH AS COAXIAL CABLES AND OTHER ITEMS REMOVED FROM THE EXISTING FACILITY. ANTENNAS REMOVED SHALL BE RETURNED TO THE OWNER'S DESIGNATED LOCATION.
14. CONTRACTOR SHALL LEAVE PREMISES IN CLEAN CONDITION. TRASH AND DEBRIS SHOULD BE REMOVED FROM SITE ON A DAILY BASIS.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

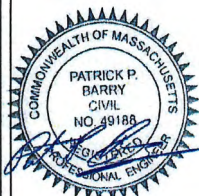


DRAWN BY: CHECKED BY: APPROVED BY:
JTO SRF SPV

RFDS REV #: ----

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	03/07/2022	ISSUED FOR CONSTRUCTION
1	05/11/2022	CUSTOMER COMMENTS



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A&E PROJECT NUMBER
412712-13729921_D2

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
BOBOS00128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
GENERAL NOTES

SHEET NUMBER

GN-2

CONCRETE FOUNDATIONS AND REINFORCING STEEL:

1. ALL CONCRETE WORK SHALL BE IN ACCORDANCE WITH THE ACI 301, ACI 318, ACI 338, ASTM A184, ASTM A185 AND THE DESIGN AND CONSTRUCTION SPECIFICATION FOR CAST-IN-PLACE CONCRETE.
2. UNLESS NOTED OTHERWISE, SOIL BEARING PRESSURE USED FOR DESIGN OF SLABS AND FOUNDATIONS IS ASSUMED TO BE 1000 psf.
3. ALL CONCRETE SHALL HAVE A MINIMUM COMPRESSIVE STRENGTH (f'_c) OF 3000 psi AT 28 DAYS, UNLESS NOTED OTHERWISE. NO MORE THAN 90 MINUTES SHALL ELAPSE FROM BATCH TIME TO TIME OF PLACEMENT UNLESS APPROVED BY THE ENGINEER OF RECORD. TEMPERATURE OF CONCRETE SHALL NOT EXCEED 90°F AT TIME OF PLACEMENT.
4. CONCRETE EXPOSED TO FREEZE-THAW CYCLES SHALL CONTAIN AIR ENTRAINING ADMIXTURES. AMOUNT OF AIR ENTRAINMENT TO BE BASED ON SIZE OF AGGREGATE AND F3 CLASS EXPOSURE (VERY SEVERE). CEMENT USED TO BE TYPE II PORTLAND CEMENT WITH A MAXIMUM WATER-TO-CEMENT RATIO (W/C) OF 0.45.
5. ALL STEEL REINFORCING SHALL CONFORM TO ASTM A615. ALL WELDED WIRE FABRIC (WWF) SHALL CONFORM TO ASTM A185. ALL SPLICES SHALL BE CLASS "B" TENSION SPLICES, UNLESS NOTED OTHERWISE. ALL HOOKS SHALL BE STANDARD 90 DEGREE HOOKS, UNLESS NOTED OTHERWISE. YIELD STRENGTH (F_y) OF STANDARD DEFORMED BARS ARE AS FOLLOWS:

#4 BARS AND SMALLER 40 ksi

#5 BARS AND LARGER 60 ksi

6. THE FOLLOWING MINIMUM CONCRETE COVER SHALL BE PROVIDED FOR REINFORCING STEEL UNLESS SHOWN OTHERWISE ON DRAWINGS:

- CONCRETE CAST AGAINST AND PERMANENTLY EXPOSED TO EARTH 3"
- CONCRETE EXPOSED TO EARTH OR WEATHER:
- #6 BARS AND LARGER 2"
- #5 BARS AND SMALLER 1-1/2"
- CONCRETE NOT EXPOSED TO EARTH OR WEATHER:
- SLAB AND WALLS 3/4"
- BEAMS AND COLUMNS 1-1/2"

7. A TOOLED EDGE OR A 3/4" CHAMFER SHALL BE PROVIDED AT ALL EXPOSED EDGES OF CONCRETE, UNLESS NOTED OTHERWISE, IN ACCORDANCE WITH ACI 301 SECTION 4.2.4.

ELECTRICAL INSTALLATION NOTES:

1. ALL ELECTRICAL WORK SHALL BE PERFORMED IN ACCORDANCE WITH THE PROJECT SPECIFICATIONS, NEC AND ALL APPLICABLE FEDERAL, STATE, AND LOCAL CODES/ORDINANCES.
2. CONDUIT ROUTINGS ARE SCHEMATIC. CONTRACTOR SHALL INSTALL CONDUITS SO THAT ACCESS TO EQUIPMENT IS NOT BLOCKED AND TRIP HAZARDS ARE ELIMINATED.
3. WIRING, RACEWAY AND SUPPORT METHODS AND MATERIALS SHALL COMPLY WITH THE REQUIREMENTS OF THE NEC.
4. ALL CIRCUITS SHALL BE SEGREGATED AND MAINTAIN MINIMUM CABLE SEPARATION AS REQUIRED BY THE NEC.
- 4.1. ALL EQUIPMENT SHALL BEAR THE UNDERWRITERS LABORATORIES LABEL OF APPROVAL, AND SHALL CONFORM TO REQUIREMENT OF THE NATIONAL ELECTRICAL CODE.
- 4.2. ALL OVERCURRENT DEVICES SHALL HAVE AN INTERRUPTING CURRENT RATING THAT SHALL BE GREATER THAN THE SHORT CIRCUIT CURRENT TO WHICH THEY ARE SUBJECTED, 22,000 AIC MINIMUM. VERIFY AVAILABLE SHORT CIRCUIT CURRENT DOES NOT EXCEED THE RATING OF ELECTRICAL EQUIPMENT IN ACCORDANCE WITH ARTICLE 110.24 NEC OR THE MOST CURRENT ADOPTED CODE PRE THE GOVERNING JURISDICTION.
5. EACH END OF EVERY POWER PHASE CONDUCTOR, GROUNDING CONDUCTOR, AND TELCO CONDUCTOR OR CABLE SHALL BE LABELED WITH COLOR-CODED INSULATION OR ELECTRICAL TAPE (3M BRAND, 1/2" PLASTIC ELECTRICAL TAPE WITH UV PROTECTION, OR EQUAL). THE IDENTIFICATION METHOD SHALL CONFORM WITH NEC AND OSHA.
6. ALL ELECTRICAL COMPONENTS SHALL BE CLEARLY LABELED WITH LAMICOID TAGS SHOWING THEIR RATED VOLTAGE, PHASE CONFIGURATION, WIRE CONFIGURATION, POWER OR AMPACITY RATING AND BRANCH CIRCUIT ID NUMBERS (I.e. PANEL BOARD AND CIRCUIT ID'S).
7. PANEL BOARDS (ID NUMBERS) SHALL BE CLEARLY LABELED WITH PLASTIC LABELS.
8. TIE WRAPS ARE NOT ALLOWED.
9. ALL POWER AND EQUIPMENT GROUND WIRING IN TUBING OR CONDUIT SHALL BE SINGLE COPPER CONDUCTOR (#14 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
10. SUPPLEMENTAL EQUIPMENT GROUND WIRING LOCATED INDOORS SHALL BE SINGLE COPPER CONDUCTOR (#8 OR LARGER) WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
11. POWER AND CONTROL WIRING IN FLEXIBLE CORD SHALL BE MULTI-CONDUCTOR, TYPE SOOW CORD (#14 OR LARGER) UNLESS OTHERWISE SPECIFIED.
12. POWER AND CONTROL WIRING FOR USE IN CABLE TRAY SHALL BE MULTI-CONDUCTOR, TYPE TC CABLE (#14 OR LARGER), WITH TYPE THHW, THWN, THWN-2, XHHW, XHHW-2, THW, THW-2, RHW, OR RHW-2 INSULATION UNLESS OTHERWISE SPECIFIED.
13. ALL POWER AND GROUNDING CONNECTIONS SHALL BE CRIMP-STYLE, COMPRESSION WIRE LUGS AND WIRE NUTS BY THOMAS AND BETTS (OR EQUAL). LUGS AND WIRE NUTS SHALL BE RATED FOR OPERATION NOT LESS THAN 75° C (90° C IF AVAILABLE).
14. RACEWAY AND CABLE TRAY SHALL BE LISTED OR LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND NEC.
15. ELECTRICAL METALLIC TUBING (EMT), INTERMEDIATE METAL CONDUIT (IMC), OR RIGID METAL CONDUIT (RMC) SHALL BE USED FOR EXPOSED INDOOR LOCATIONS.

16. ELECTRICAL METALLIC TUBING (EMT) OR METAL-CLAD CABLE (MC) SHALL BE USED FOR CONCEALED INDOOR LOCATIONS.
17. SCHEDULE 40 PVC UNDERGROUND ON STRAIGHTS AND SCHEDULE 80 PVC FOR ALL ELBOWS/90° AND ALL APPROVED ABOVE GRADE PVC CONDUIT.
18. LIQUID-TIGHT FLEXIBLE METALLIC CONDUIT (LIQUID-TITE FLEX) SHALL BE USED INDOORS AND OUTDOORS, WHERE VIBRATION OCCURS OR FLEXIBILITY IS NEEDED.
19. CONDUIT AND TUBING FITTINGS SHALL BE THREADED OR COMPRESSION-TYPE AND APPROVED FOR THE LOCATION USED. SET SCREW FITTINGS ARE NOT ACCEPTABLE.
20. CABINETS, BOXES AND WIRE WAYS SHALL BE LABELED FOR ELECTRICAL USE IN ACCORDANCE WITH NEMA, UL, ANSI/IEEE AND THE NEC.
21. WIREWAYS SHALL BE METAL WITH AN ENAMEL FINISH AND INCLUDE A HINGED COVER, DESIGNED TO SWING OPEN DOWNWARDS (WIREMOLD SPECIMATE WIREWAY).
22. SLOTTED WIRING DUCT SHALL BE PVC AND INCLUDE COVER (PANDUIT TYPE E OR EQUAL).
23. CONDUITS SHALL BE FASTENED SECURELY IN PLACE WITH APPROVED NON-PERFORATED STRAPS AND HANGERS. EXPLOSIVE DEVICES (I.e. POWDER-ACTUATED) FOR ATTACHING HANGERS TO STRUCTURE WILL NOT BE PERMITTED. CLOSELY FOLLOW THE LINES OF THE STRUCTURE, MAINTAIN CLOSE PROXIMITY TO THE STRUCTURE AND KEEP CONDUITS IN TIGHT ENVELOPES. CHANGES IN DIRECTION TO ROUTE AROUND OBSTACLES SHALL BE MADE WITH CONDUIT OUTLET BODIES. CONDUIT SHALL BE INSTALLED IN A NEAT AND WORKMANLIKE MANNER. PARALLEL AND PERPENDICULAR TO STRUCTURE WALL AND CEILING LINES. ALL CONDUIT SHALL BE FISHED TO CLEAR OBSTRUCTIONS. ENDS OF CONDUITS SHALL BE TEMPORARILY CAPPED FLUSH TO FINISH GRADE TO PREVENT CONCRETE, PLASTER OR DIRT FROM ENTERING. CONDUITS SHALL BE RIGIDLY CLAMPED TO BOXES BY GALVANIZED MALLEABLE IRON BUSHING ON INSIDE AND GALVANIZED MALLEABLE IRON LOCKNUT ON OUTSIDE AND INSIDE.
24. EQUIPMENT CABINETS, TERMINAL BOXES, JUNCTION BOXES AND PULL BOXES SHALL BE GALVANIZED OR EPOXY-COATED SHEET STEEL SHALL MEET OR EXCEED UL 50 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND NEMA 3 (OR BETTER) FOR EXTERIOR LOCATIONS.
25. METAL RECEPTACLE, SWITCH AND DEVICE BOXES SHALL BE GALVANIZED, EPOXY-COATED OR NON-CORRODING; SHALL MEET OR EXCEED UL 514A AND NEMA OS 1 AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
26. NONMETALLIC RECEPTACLE, SWITCH AND DEVICE BOXES SHALL MEET OR EXCEED NEMA OS 2 (NEWEST REVISION) AND BE RATED NEMA 1 (OR BETTER) FOR INTERIOR LOCATIONS AND WEATHER PROTECTED (WP OR BETTER) FOR EXTERIOR LOCATIONS.
27. THE CONTRACTOR SHALL NOTIFY AND OBTAIN NECESSARY AUTHORIZATION FROM THE CARRIER AND/OR DISH WIRELESS, L.L.C. AND TOWER OWNER BEFORE COMMENCING WORK ON THE AC POWER DISTRIBUTION PANELS.
28. THE CONTRACTOR SHALL PROVIDE NECESSARY TAGGING ON THE BREAKERS, CABLES AND DISTRIBUTION PANELS IN ACCORDANCE WITH THE APPLICABLE CODES AND STANDARDS TO SAFEGUARD LIFE AND PROPERTY.
29. INSTALL LAMICOID LABEL ON THE METER CENTER TO SHOW "DISH WIRELESS, L.L.C."
30. ALL EMPTY/SPARE CONDUITS THAT ARE INSTALLED ARE TO HAVE A METERED MULE TAPE PULL CORD INSTALLED.



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120

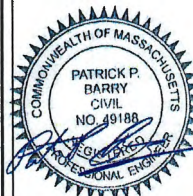


DRAWN BY: CHECKED BY: APPROVED BY:
JTL SRF

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS		
REV	DATE	DESCRIPTION
0	03/07/2023	ISSUED FOR CONSTRUCTION
1	05/11/2023	CUSTOMER COMMENTS



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE SUPERVISION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

A&E PROJECT NUMBER
412712-13729921_D2

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
BOBOS00128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
GENERAL NOTES

SHEET NUMBER

GN-3

GROUNDING NOTES:

1. ALL GROUND ELECTRODE SYSTEMS (INCLUDING TELECOMMUNICATION, RADIO, LIGHTNING PROTECTION AND AC POWER GES'S) SHALL BE BONDED TOGETHER AT OR BELOW GRADE, BY TWO OR MORE COPPER BONDING CONDUCTORS IN ACCORDANCE WITH THE NEC.
2. THE CONTRACTOR SHALL PERFORM IEEE FALL-OFF-POTENTIAL RESISTANCE TO EARTH TESTING (PER IEEE 1100 AND 81) FOR GROUND ELECTRODE SYSTEMS, THE CONTRACTOR SHALL FURNISH AND INSTALL SUPPLEMENTAL GROUND ELECTRODES AS NEEDED TO ACHIEVE A TEST RESULT OF 5 OHMS OR LESS.
3. THE CONTRACTOR IS RESPONSIBLE FOR PROPERLY SEQUENCING GROUNDING AND UNDERGROUND CONDUIT INSTALLATION AS TO PREVENT ANY LOSS OF CONTINUITY IN THE GROUNDING SYSTEM OR DAMAGE TO THE CONDUIT AND PROVIDE TESTING RESULTS.
4. METAL CONDUIT AND TRAY SHALL BE GROUNDED AND MADE ELECTRICALLY CONTINUOUS WITH LISTED BONDING FITTINGS OR BY BONDING ACROSS THE DISCONTINUITY WITH #6 COPPER WIRE UL APPROVED GROUNDING TYPE CONDUIT CLAMPS.
5. METAL RACEWAY SHALL NOT BE USED AS THE NEC REQUIRED EQUIPMENT GROUND CONDUCTOR. STRANDED COPPER CONDUCTORS WITH GREEN INSULATION, SIZED IN ACCORDANCE WITH THE NEC, SHALL BE FURNISHED AND INSTALLED WITH THE POWER CIRCUITS TO BTS EQUIPMENT.
6. EACH CABINET FRAME SHALL BE DIRECTLY CONNECTED TO THE MASTER GROUND BAR WITH GREEN INSULATED SUPPLEMENTAL EQUIPMENT GROUND WIRES, #6 STRANDED COPPER OR LARGER FOR INDOOR BTS; #2 BARE SOLID TINNED COPPER FOR OUTDOOR BTS.
7. CONNECTIONS TO THE GROUND BUS SHALL NOT BE DOUBLED UP OR STACKED BACK TO BACK CONNECTIONS ON OPPOSITE SIDE OF THE GROUND BUS ARE PERMITTED.
8. ALL EXTERIOR GROUND CONDUCTORS BETWEEN EQUIPMENT/GROUND BARS AND THE GROUND RING SHALL BE #2 SOLID TINNED COPPER UNLESS OTHERWISE INDICATED.
9. ALUMINUM CONDUCTOR OR COPPER CLAD STEEL CONDUCTOR SHALL NOT BE USED FOR GROUNDING CONNECTIONS.
10. USE OF 90° BENDS IN THE PROTECTION GROUNDING CONDUCTORS SHALL BE AVOIDED WHEN 45° BENDS CAN BE ADEQUATELY SUPPORTED.
11. EXOTHERMIC WELDS SHALL BE USED FOR ALL GROUNDING CONNECTIONS BELOW GRADE.
12. ALL GROUND CONNECTIONS ABOVE GRADE (INTERIOR AND EXTERIOR) SHALL BE FORMED USING HIGH PRESS CRIMPS.
13. COMPRESSION GROUND CONNECTIONS MAY BE REPLACED BY EXOTHERMIC WELD CONNECTIONS.
14. ICE BRIDGE BONDING CONDUCTORS SHALL BE EXOTHERMICALLY BONDED OR BOLTED TO THE BRIDGE AND THE TOWER GROUND BAR.
15. APPROVED ANTIOXIDANT COATINGS (I.e. CONDUCTIVE GEL OR PASTE) SHALL BE USED ON ALL COMPRESSION AND BOLTED GROUND CONNECTIONS.
16. ALL EXTERIOR GROUND CONNECTIONS SHALL BE COATED WITH A CORROSION RESISTANT MATERIAL.
17. MISCELLANEOUS ELECTRICAL AND NON-ELECTRICAL METAL BOXES, FRAMES AND SUPPORTS SHALL BE BONDED TO THE GROUND RING, IN ACCORDANCE WITH THE NEC.
18. BOND ALL METALLIC OBJECTS WITHIN 6 FT OF MAIN GROUND RING WITH (1) #2 BARE SOLID TINNED COPPER GROUND CONDUCTOR.
19. GROUND CONDUCTORS USED FOR THE FACILITY GROUNDING AND LIGHTNING PROTECTION SYSTEMS SHALL NOT BE ROUTED THROUGH METALLIC OBJECTS THAT FORM A RING AROUND THE CONDUCTOR, SUCH AS METALLIC CONDUITS, METAL SUPPORT CLIPS OR SLEEVES THROUGH WALLS OR FLOORS. WHEN IT IS REQUIRED TO BE HOUSED IN CONDUIT TO MEET CODE REQUIREMENTS OR LOCAL CONDITIONS, NON-METALLIC MATERIAL SUCH AS PVC CONDUIT SHALL BE USED. WHERE USE OF METAL CONDUIT IS UNAVOIDABLE (I.e., NONMETALLIC CONDUIT PROHIBITED BY LOCAL CODE) THE GROUND CONDUCTOR SHALL BE BONDED TO EACH END OF THE METAL CONDUIT.
20. ALL GROUNDS THAT TRANSITION FROM BELOW GRADE TO ABOVE GRADE MUST BE #2 BARE SOLID TINNED COPPER IN 3/4" NON-METALLIC, FLEXIBLE CONDUIT FROM 24" BELOW GRADE TO WITHIN 3" TO 6" OF CAD-WELD TERMINATION POINT. THE EXPOSED END OF THE CONDUIT MUST BE SEALED WITH SILICONE CAULK. (ADD TRANSITIONING GROUND STANDARD DETAIL AS WELL).
21. BUILDINGS WHERE THE MAIN GROUNDING CONDUCTORS ARE REQUIRED TO BE ROUTED TO GRADE, THE CONTRACTOR SHALL ROUTE TWO GROUNDING CONDUCTORS FROM THE ROOFTOP, TOWERS, AND WATER TOWERS GROUNDING RINGS, TO THE EXISTING GROUNDING SYSTEM. THE GROUNDING CONDUCTORS SHALL NOT BE SMALLER THAN 2/0 COPPER. ROOFTOP GROUNDING RING SHALL BE BONDED TO THE EXISTING GROUNDING SYSTEM, THE BUILDING STEEL COLUMNS, LIGHTNING PROTECTION SYSTEM, AND BUILDING MAIN WATER LINE (FERROUS OR NONFERROUS METAL PIPING ONLY). DO NOT ATTACH GROUNDING TO FIRE SPRINKLER SYSTEM PIPES.

STRUCTURAL STEEL NOTES:

1. STRUCTURAL STEEL SHALL CONFORM TO THE LATEST EDITION OF THE AISC "SPECIFICATION FOR THE DESIGN, FABRICATION AND ERECTION OF STRUCTURAL STEEL FOR BUILDINGS."
2. STRUCTURAL STEEL ROLLED SHAPES, PLATES AND BARS SHALL CONFORM TO THE FOLLOWING ASTM DESIGNATIONS:
 - A. ASTM A-572, GRADE 50 - ALL W SHAPES, UNLESS NOTED OR A992 OTHERWISE
 - B. ASTM A-36 - ALL OTHER ROLLED SHAPES, PLATES AND BARS UNLESS NOTED OTHERWISE.
 - C. ASTM A-500, GRADE B - HSS SECTION (SQUARE, RECTANGULAR, AND ROUND)
 - D. ASTM A-325, TYPE SC OR N - ALL BOLTS FOR CONNECTING STRUCTURAL MEMBERS
 - E. ASTM F-1554 D7 - ALL ANCHOR BOLTS, UNLESS NOTED OTHERWISE
3. ALL EXPOSED STRUCTURAL STEEL MEMBERS SHALL BE HOT-DIPPED GALVANIZED AFTER FABRICATION PER ASTM A123. EXPOSED STEEL HARDWARE AND ANCHOR BOLTS SHALL BE GALVANIZED PER ASTM A153 OR B695.
4. ALL FIELD CUT SURFACES, FIELD DRILLED HOLES AND GROUND SURFACES WHERE EXISTING PAINT OR GALVANIZATION REMOVAL WAS REQUIRED SHALL BE REPAIRED WITH (2) BRUSHED COATS OF ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A78D AND MANUFACTURER'S RECOMMENDATIONS.
5. DO NOT DRILL HOLES THROUGH STRUCTURAL STEEL MEMBERS EXCEPT AS SHOWN AND DETAILED ON STRUCTURAL DRAWINGS.
6. CONNECTIONS:
 - A. ALL WELDING TO BE PERFORMED BY AWS CERTIFIED WELDERS AND CONDUCTED IN ACCORDANCE WITH THE LATEST EDITION OF THE AWS WELDING CODE D1.1.
 - B. ALL WELDS SHALL BE INSPECTED VISUALLY. 25% OF WELDS SHALL BE INSPECTED WITH DYE PENETRANT OR MAGNETIC PARTICLE TO MEET THE ACCEPTANCE CRITERIA OF AWS D1.1. REPAIR ALL WELDS AS NECESSARY.
 - C. INSPECTION SHALL BE PERFORMED BY AN AWS CERTIFIED WELD INSPECTOR.
 - D. IT IS THE CONTRACTORS RESPONSIBILITY TO PROVIDE BURNING/WELDING PERMITS AS REQUIRED BY LOCAL GOVERNING AUTHORITY AND IF REQUIRED SHALL HAVE FIRE DEPARTMENT DETAIL FOR ANY WELDING ACTIVITY.
 - E. ALL ELECTRODES TO BE LOW HYDROGEN, MATCHING FILLER METAL, PER AWS D1.1, UNLESS NOTED OTHERWISE.
 - F. MINIMUM WELD SIZE TO BE 0.1875 INCH FILLET WELDS, UNLESS NOTED OTHERWISE.
7. PRIOR TO FIELD WELDING GALVANIZING MATERIAL, CONTRACTOR SHALL GRIND OFF GALVANIZING 1/4" BEYOND ALL FIELD WELD SURFACES. AFTER WELD AND WELD INSPECTION IS COMPLETE, REPAIR ALL GROUND AND WELDED SURFACES WITH ZRC GALVILITE COLD GALVANIZING COMPOUND PER ASTM A78D AND MANUFACTURER'S RECOMMENDATIONS.
8. THE CONTRACTOR SHALL PROVIDE ADEQUATE SHORING AND/OR BRACING WHERE REQUIRED DURING CONSTRUCTION UNTIL ALL CONNECTIONS ARE COMPLETE.
9. ANY FIELD CHANGES OR SUBSTITUTIONS SHALL HAVE PRIOR APPROVAL FROM THE ENGINEER, AND DISH WIRELESS L.L.C. PROJECT MANAGER IN WRITING



5701 SOUTH SANTA FE DRIVE
LITTLETON, CO 80120



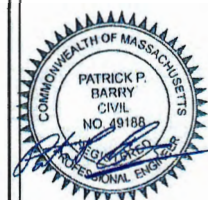
DRAWN BY: CHECKED BY: APPROVED BY:

JTA SRF SPT

RFDS REV #:

CONSTRUCTION DOCUMENTS

SUBMITTALS	
REV	DATE DESCRIPTION
0	05/07/2022 ISSUED FOR CONSTRUCTION
1	06/11/2022 CUSTOMER COMMENTS



IT IS A VIOLATION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE DIRECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.

AME PROJECT NUMBER

412712-13729921_D02

DISH WIRELESS, L.L.C.
PROJECT INFORMATION
BOBOS00128A
860 BOSTON POST ROAD
MARLBOROUGH, MA 01752

SHEET TITLE
GENERAL NOTES

SHEET NUMBER

GN-4



City of Marlborough

Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL (508) 460-3771 FAX (508) 460-3698 TDD (508) 460-3610

LEGAL@MARLBOROUGH-MA.GOV

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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2023 FEB -8 PM 4: 10

JASON D. GROSSFIELD
CITY SOLICITOR

JEREMY P. MCMANUS
ASSISTANT CITY SOLICITOR

BEATRIZ R. ALVES
PARALEGAL

February 8, 2023

Michael H. Ossing, President
Marlborough City Council
City Hall
140 Main Street
Marlborough, MA 01752

Re: Goodale Estates Subdivision / Acceptance of Jenks Lane as a Public
Way Order No. 22-1008767

Dear Honorable President Ossing and Councilors:

As requested, we have reviewed the above-referenced item as to legal form. Enclosed, please find a proposed order of acceptance for the above-referenced street and municipal easements in the Goodale Estates subdivision. The order is in proper legal form. Copies of the acceptance plan and the deed, which includes a description of the easements, are attached. The City Engineer has reviewed and approved the submittals.

Respectfully,

Jeremy P. McManus
Assistant City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor
Thomas DiPersio, Jr., City Engineer
Jason D. Grossfield, City Solicitor

ORDERED:

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity require:

that JENKS LANE be accepted as a public way

from GOODALE STREET at the westerly end of JENKS LANE to the cul-de-sac at the easterly end of JENKS LANE

and that the appurtenant easements be accepted as municipal easements,

as shown on plans thereof and as hereinafter described and as set forth in Schedule A and Schedule B attached hereto:

DESCRIPTION

Plan entitled, "Plan of Acceptance Goodale Estates LLC Jenks Lane, City of Marlborough, Middlesex County, Commonwealth of Massachusetts," Prepared By: Control Point Associates, Inc., 352 Turnpike Road, Southborough MA 01772; Dated: February 28, 2022, which plan is to be recorded herewith.

Title to the roadways shown as Jenks Lane on said plan, and title to all the municipal easements shown on said plan as "Drainage Easement" and set forth in Schedule A attached hereto, has been granted to the City of Marlborough in a quitclaim deed from Northborough Capital Partners, LLC, a Florida limited liability company with an address of 1236 Par View Drive, Sanibel, Florida 33957, said deed to be recorded herewith at the Middlesex County (South District) Registry of Deeds.

IT IS THEREFORE ORDERED THAT:

JENKS LANE be accepted as a public way, and the appurtenant easements be accepted as municipal easements, in the City of Marlborough.

ADOPTED

In City Council

Order No. 23-

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:

SCHEDULE A

MUNICIPAL EASEMENT

INCLUDING THE PERPETUAL RIGHTS TO A DRAIN EASEMENT OVER, UNDER, AND UPON THE FOLLOWING DESCRIBED LAND, FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, AND MAINTENANCE OF DRAINAGE PIPES AND OTHER DRAINAGE FACILITIES OF ALL TYPES AND KINDS FOR DRAINAGE OF SURFACE AND SUBSURFACE WATER TO AND FROM SAID ROADWAY, AS SHOWN ON THE PLAN (RECORDED PLAN NO. 1099 OF 2016) AS THE "DRAIN EASEMENT AND EXCLUSIVE USE EASEMENT" AREA, AND MORE PARTICULARLY DESCRIBED AS:

1. ALONG THE DIVIDING LINE WITH LOT 1 (N/F LANDS OF GOODALE ESTATES, LLC), ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 66 DEGREES - 49 MINUTES - 32 SECONDS, AND AN ARC LENGTH OF 34.99 FEET, THENCE;
2. ALONG THE DIVIDING LINE WITH SAID LOT 1, LOT 2 & LOT 3 (N/F LANDS OF GOODALE ESTATES, LLC), NORTH 81 DEGREES - 58 MINUTES - 58 SECONDS EAST, A DISTANCE OF 142.42 FEET TO A POINT, THENCE;
3. ACROSS LOT 1, THE FOLLOWING 4 COURSES:
 - NORTH 71 DEGREES – 06 MINUTES – 12 SECONDS WEST, A DISTANCE OF 93.50 FEET TO A POINT, THENCE;
 - NORTH 25 DEGREES – 37 MINUTES – 26 SECONDS WEST, A DISTANCE OF 50.67 FEET TO A POINT, THENCE;
 - NORTH 45 DEGREES – 47 MINUTES – 49 SECONDS WEST, A DISTANCE OF 44.29 FEET TO A POINT, THENCE;
 - NORTH 31 DEGREES – 11 MINUTES – 30 SECONDS WEST, A DISTANCE OF 93.73 FEET TO A POINT, THENCE;
4. SOUTH 81 DEGREES – 58 MINUTES – 47 SECONDS WEST, A DISTANCE OF 90.15 FEET TO A POINT, THENCE;
5. ALONG THE EASTERLY SIDE LINE OF GOODALE STREET, SOUTH 31 DEGREES – 11 MINUTES – 30 SECOND EAST TO THE POINT AND PLACE OF BEGINNING.

AND RESERVING TO THE GRANTOR, THEIR ASSIGNS AND SUCCESSORS AN EXCLUSIVE USE EASEMENT OVER THE PREVIOUSLY DESCRIBED DRAINAGE EASEMENT. SAID EXCLUSIVE USE EASEMENT SHALL BE USED AND ENJOYED BY THE GRANTOR, THEIR ASSIGNS AND SUCCESSORS, BUT

SHALL BE LIMITED SUCH THAT NO PERMANENT OR SEMI-PERMANENT OBSTRUCTION MAY BE PLACED IN THE AREA OF SAID DRAINAGE EASEMENT, AND ANY USE OF THE EXCLUSIVE USE EASEMENT AREA SHALL FIRST REQUIRE THE CONSENT OF THE CITY ENGINEER CONFIRMING IT WILL NOT IMPEDE THE DRAINAGE EASEMENTS RIGHTS OF THE CITY OF MARLBOROUGH. THE CITY OF MARLBOROUGH AND ITS SUCCESSORS SHALL ALSO HAVE THE RIGHT TO REMOVE IMPEDIMENTS TO ALL RIGHTS UNDER THE DRAINAGE EASEMENT INCLUDING BUT NOT LIMITED TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT AREA, SUCH AS TREES, ASPHALT AND SIDEWALKS.

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A PLAN PREPARED BY BRUCE SALUK & ASSOCIATES, INC. ENTITLED "DEFINITIVE PROPERTY PLAN-GOODALE ESTATES, MARLBOROUGH, MA" DATED JULY 19, 2016, RECORDED IN THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN NO. 1099 OF 2016.

SCHEDULE B**ROAD DESCRIPTION**

COMMENCING AT A POINT ON THE EASTERLY SIDELINE OF GOODALE STREET (PUBLIC - VARIABLE WIDTH), SAID POINT BEING ON THE MUNICIPAL BOUNDARY LINE BETWEEN THE CITY OF MARLBOROUGH AND THE TOWN OF HUDSON, SAID POINT ALSO BEING A CORNER IN COMMON WITH LANDS N/F OF HUDSON GOLF, LLC (HUDSON, MA-MAP 46, LOT 2), RUNNING THENCE, ALONG SAID EASTERLY SIDELINE OF GOODALE STREET, SOUTH 31 DEGREES - 11 MINUTES - 30 SECONDS EAST, A DISTANCE OF 210.58 FEET TO THE POINT OF BEGINNING, RUNNING THENCE:

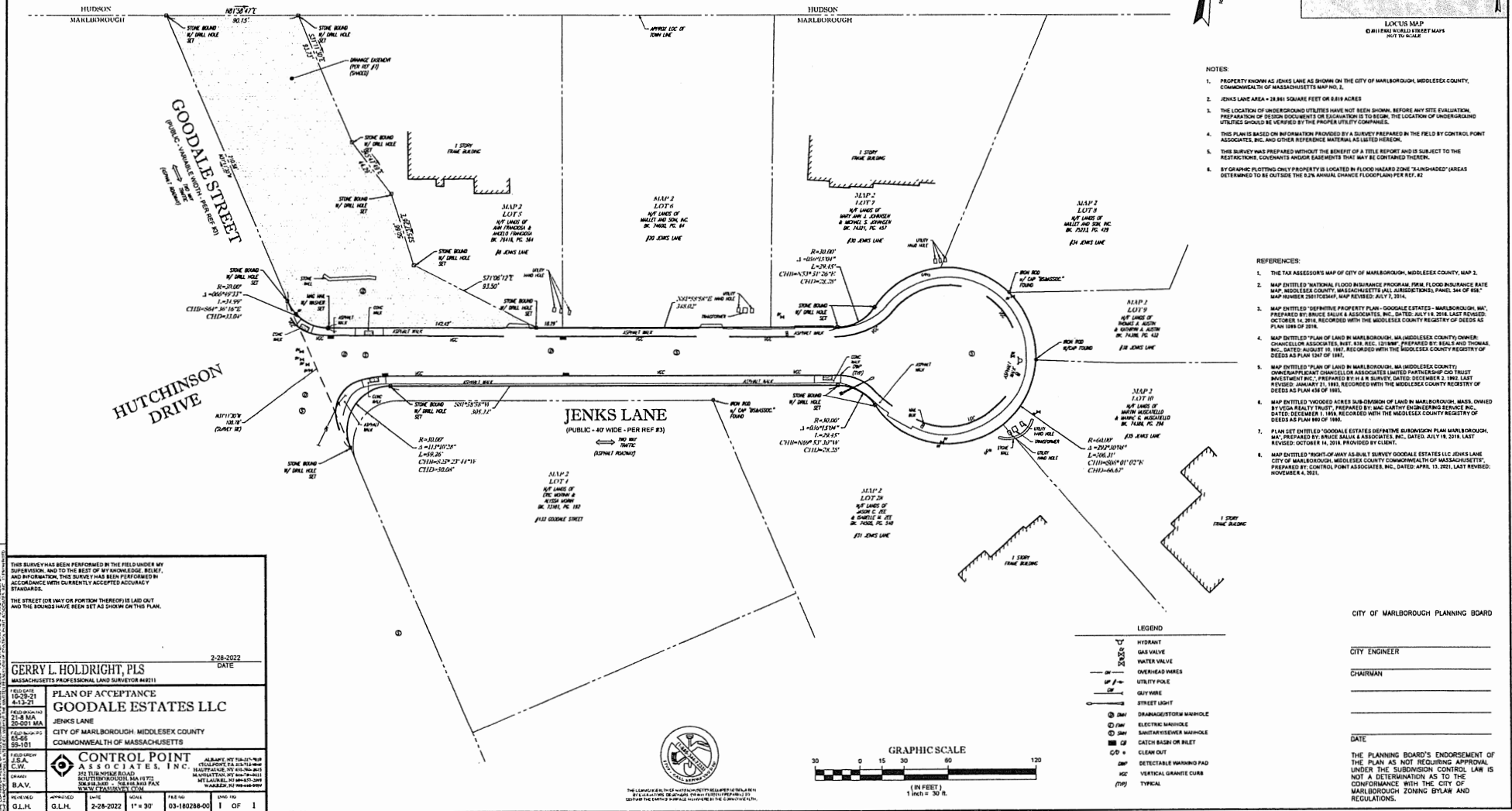
1. ALONG THE DIVIDING LINE WITH LOT 1 (N/F LANDS OF GOODALE ESTATES, LLC), ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 66 DEGREES - 49 MINUTES - 32 SECONDS, AND AN ARC LENGTH OF 34.99 FEET, THENCE;
2. ALONG THE DIVIDING LINE WITH SAID LOT 1, LOT 2 & LOT 3 (N/F LANDS OF GOODALE ESTATES, LLC), NORTH 81 DEGREES - 58 MINUTES - 58 SECONDS EAST, A DISTANCE OF 348.02 FEET TO A POINT OF TANGENCY, THENCE;
3. ALONG THE DIVIDING LINE WITH SAID LOT 3, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 56 DEGREES - 15 MINUTES - 04 SECONDS, AND AN ARC LENGTH OF 29.45 FEET TO A POINT OF REVERSE CURVATURE, THENCE;
4. ALONG THE DIVIDING LINE WITH SAID LOT 3, LOT 4, LOT 5, LOT 6 & LOT 7 (N/F LANDS OF GOODALE ESTATES, LLC), MAP 2, LOT 9 (N/F LANDS OF GOODALE ESTATES, LLC), ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 292 DEGREES - 30 MINUTES - 08 SECONDS, AND AN ARC LENGTH OF 306.30 FEET TO A POINT OF REVERSE CURVATURE, RUNNING THENCE, ALONG THE DIVIDING LINE WITH SAID LOT 28, THE FOLLOWING THREE (3) COURSES:
 - ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 56 DEGREES - 15 MINUTES - 04 SECONDS, AND AN ARC LENGTH OF 29.45 FEET, THENCE;
 - SOUTH 81 DEGREES - 58 MINUTES - 58 SECONDS WEST, A DISTANCE OF 305.22 FEET TO A POINT OF TANGENCY, THENCE;
 - ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 113 DEGREES - 10 MINUTES - 28 SECONDS,

AND AN ARC LENGTH OF 59.26 FEET TO A POINT ON THE
EASTERLY SIDELINE OF GOODALE STREET, THENCE;

5. ALONG SAID EASTERLY SIDELINE OF GOODALE STREET, NORTH 31
DEGREES - 11 MINUTES - 30 SECONDS WEST, A DISTANCE OF 108.78 FEET
TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 26,962 SQUARE FEET OR 0.62 ACRES, MORE OR LESS.

FOR REGISTRY USE ONLY



QUITCLAIM DEED*Florida*

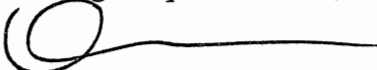
NORTHBOROUGH CAPITAL PARTNERS, LLC, a ~~Rhode Island~~ limited liability company with an address of 1236 Par View Drive Sanibel, Florida, 33957, for consideration paid of less than One Hundred Dollars (\$100.00) grants to the **City of Marlborough** with a mailing address of 140 Main Street, Marlborough, MA 01752, with QUITCLAIM COVENANTS, the following described property:

That certain parcel of land in located in Marlborough, County of Middlesex, Commonwealth of Massachusetts, commonly known as Jenks Lane, and more particularly bounded and described as set forth on Exhibit A attached hereto and made a part hereof and as shown on a plan entitled "Goodale Estates a Definitive Subdivision Plan, Marlborough Massachusetts" recorded at the Middlesex South Registry of Deeds in Plan Book 1099 of 2016, together with a Drainage Easement subject to an Exclusive Use Easement as further described therein.

MEANING AND INTENDING TO CONVEY and hereby conveying a portion of the same premises conveyed to the Grantor by Deed in Lieu of Foreclosure dated October 18, 2018 and recorded in Book 71768, Page 336 of the South Middlesex County Registry of Deeds, said premises transferred hereunder not being "all or substantially all" of the assets of Grantor.

IN WITNESS WHEREOF, NORTHBOROUGH CAPITAL PARTNERS, LLC has caused this QUITCLAIM DEED to be executed by Kevin A. Gillis, a duly authorized Managing Director/Manager this 7th day of February 2023.

Northborough Capital Partners, LLC


By: 
 Kevin A. Gillis,
 Managing Director/Manager

STATE OF FLORIDA

Lee County

February 7, 2023

As of the above date, before me, the undersigned notary public, personally appeared Kevin A. Gillis, as Managing Director/Manager of Northborough Capital Partners, LLC, and proved to me through satisfactory evidence of identification, which was a copy of a Florida state driver's license, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose.


 Notary Public:
 My commission expires: 10/28/2023

FOR REFERENCE ONLY:

Jenks Lane
 Marlborough, MA

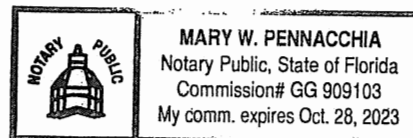


Exhibit A

COMMENCING AT A POINT ON THE EASTERLY SIDELINE OF GOODALE STREET (PUBLIC - VARIABLE WIDTH), SAID POINT BEING ON THE MUNICIPAL BOUNDARY LINE BETWEEN THE CITY OF MARLBOROUGH AND THE TOWN OF HUDSON, SAID POINT ALSO BEING A CORNER IN COMMON WITH LANDS N/F OF HUDSON GOLF, LLC (HUDSON, MA-MAP 46, LOT 2), RUNNING THENCE, ALONG SAID EASTERLY SIDELINE OF GOODALE STREET, SOUTH 31 DEGREES - 11 MINUTES - 30 SECONDS EAST, A DISTANCE OF 210.58 FEET TO THE POINT OF BEGINNING, RUNNING THENCE:

1. ALONG THE DIVIDING LINE WITH LOT 1 (N/F LANDS OF GOODALE ESTATES, LLC), ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 66 DEGREES - 49 MINUTES - 32 SECONDS, AND AN ARC LENGTH OF 34.99 FEET, THENCE;
2. ALONG THE DIVIDING LINE WITH SAID LOT 1, LOT 2 & LOT 3 (N/F LANDS OF GOODALE ESTATES, LLC), NORTH 81 DEGREES - 58 MINUTES - 58 SECONDS EAST, A DISTANCE OF 348.02 FEET TO A POINT OF TANGENCY, THENCE;
3. ALONG THE DIVIDING LINE WITH SAID LOT 3, ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 56 DEGREES - 15 MINUTES - 04 SECONDS, AND AN ARC LENGTH OF 29.45 FEET TO A POINT OF REVERSE CURVATURE, THENCE;
4. ALONG THE DIVIDING LINE WITH SAID LOT 3, LOT 4, LOT 5, LOT 6 & LOT 7 (N/F LANDS OF GOODALE ESTATES, LLC), MAP 2, LOT 9 (N/F LANDS OF GOODALE ESTATES, LLC), ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 60.00 FEET, A CENTRAL ANGLE OF 292 DEGREES - 30 MINUTES - 08 SECONDS, AND AN ARC LENGTH OF 306.30 FEET TO A POINT OF REVERSE CURVATURE, RUNNING THENCE, ALONG THE DIVIDING LINE WITH SAID LOT 28, THE FOLLOWING THREE (3) COURSES:
 - ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 56 DEGREES - 15 MINUTES - 04 SECONDS, AND AN ARC LENGTH OF 29.45 FEET, THENCE;
 - SOUTH 81 DEGREES - 58 MINUTES - 58 SECONDS WEST, A DISTANCE OF 305.22 FEET TO A POINT OF TANGENCY, THENCE;
 - ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 113 DEGREES - 10 MINUTES - 28 SECONDS, AND AN ARC LENGTH OF 59.26 FEET TO A POINT ON THE EASTERLY SIDELINE OF GOODALE STREET, THENCE;
5. ALONG SAID EASTERLY SIDELINE OF GOODALE STREET, NORTH 31 DEGREES - 11 MINUTES - 30 SECONDS WEST, A DISTANCE OF 108.78 FEET TO THE POINT AND PLACE OF BEGINNING.

CONTAINING 26,962 SQUARE FEET OR 0.62 ACRES, MORE OR LESS.

MUNICIPAL EASEMENT

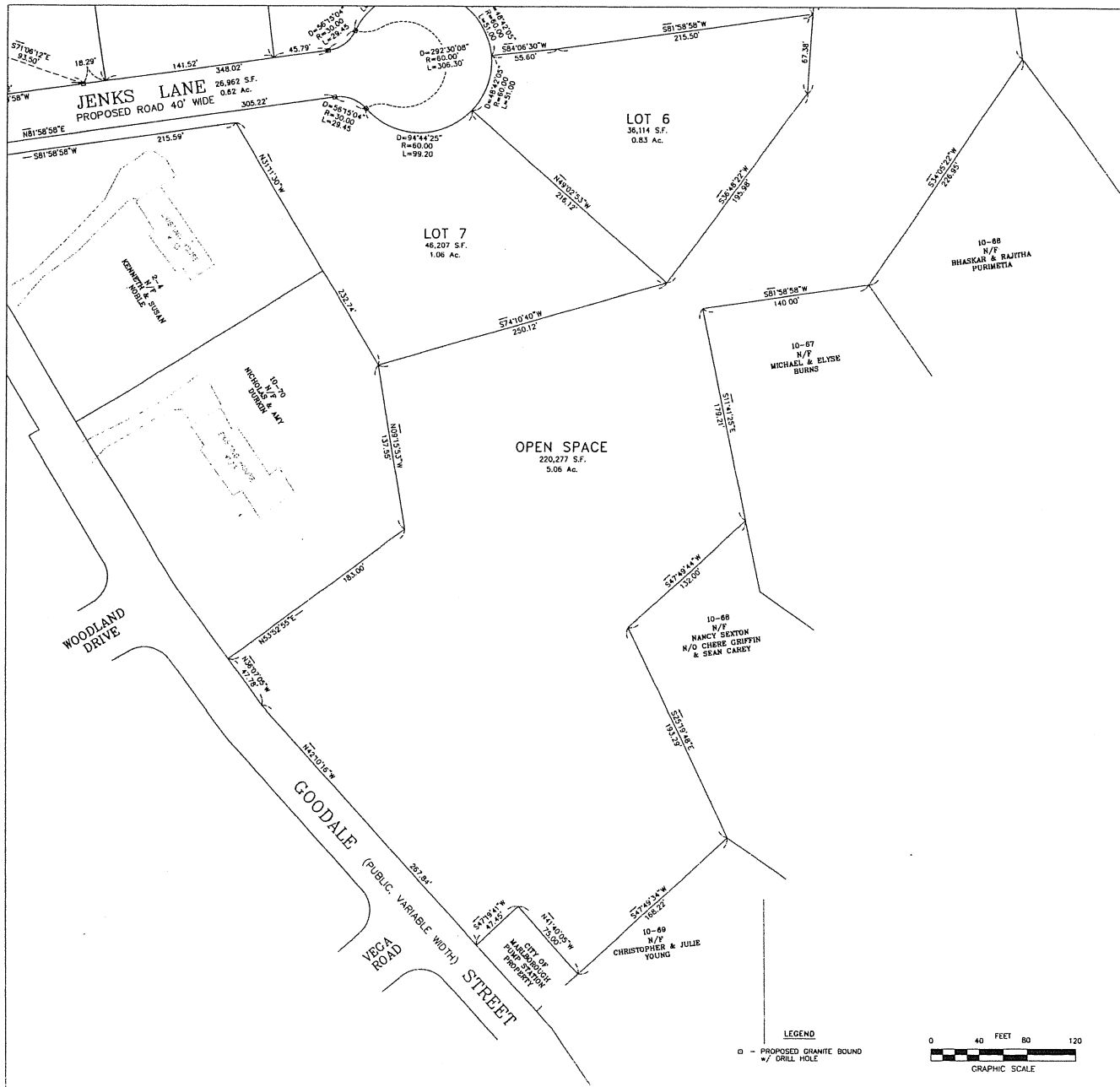
INCLUDING THE PERPETUAL RIGHTS TO A DRAIN EASEMENT OVER, UNDER, AND UPON THE FOLLOWING DESCRIBED LAND, FOR THE PURPOSE OF INSTALLATION, CONSTRUCTION, RECONSTRUCTION, REPLACEMENT, AND MAINTENANCE OF DRAINAGE PIPES AND OTHER DRAINAGE FACILITIES OF ALL TYPES AND KINDS FOR DRAINAGE OF SURFACE AND SUBSURFACE WATER TO AND FROM SAID ROADWAY, AS SHOWN ON THE PLAN (RECORDED PLAN NO. 1099 OF 2016) AS THE "DRAIN EASEMENT AND EXCLUSIVE USE EASEMENT" AREA, AND MORE PARTICULARLY DESCRIBED AS:

1. ALONG THE DIVIDING LINE WITH LOT 1 (N/F LANDS OF GOODALE ESTATES, LLC), ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 30.00 FEET, A CENTRAL ANGLE OF 66 DEGREES - 49 MINUTES - 32 SECONDS, AND AN ARC LENGTH OF 34.99 FEET, THENCE;
2. ALONG THE DIVIDING LINE WITH SAID LOT 1, LOT 2 & LOT 3 (N/F LANDS OF GOODALE ESTATES, LLC), NORTH 81 DEGREES - 58 MINUTES - 58 SECONDS EAST, A DISTANCE OF 142.42 FEET TO A POINT, THENCE;
3. ACROSS LOT 1, THE FOLLOWING 4 COURSES:
 - NORTH 71 DEGREES - 06 MINUTES - 12 SECONDS WEST, A DISTANCE OF 93.50 FEET TO A POINT, THENCE;
 - NORTH 25 DEGREES - 37 MINUTES - 26 SECONDS WEST, A DISTANCE OF 50.67 FEET TO A POINT, THENCE;
 - NORTH 45 DEGREES-47 MINUTES-49 SECONDS WEST, A DISTANCE OF 44.29 FEET TO A POINT, THENCE;
 - NORTH 31 DEGREES - 11 MINUTES - 30 SECONDS WEST, A DISTANCE OF 93.73 FEET TO A POINT, THENCE;
4. SOUTH 81 DEGREES - 58 MINUTES -47 SECONDS WEST, A DISTANCE OF 90.15 FEET TO A POINT, THENCE: ~~AND PLACE OF BEGINNING.~~
5. ALONG THE EASTERLY SIDE LINE OF GOODALE STREET, SOUTH 31 DEGREES - 11 MINUTES - 30 SECOND EAST TO THE POINT AND PLACE OF BEGINNING.

AND RESERVING TO THE GRANTOR, THEIR ASSIGNS AND SUCCESSORS AN EXCLUSIVE USE EASEMENT OVER THE PREVIOUSLY DESCRIBED DRAINAGE EASEMENT. SAID EXCLUSIVE USE EASEMENT SHALL BE USED AND ENJOYED BY THE GRANTOR, THEIR ASSIGNS AND SUCCESSORS, BUT

SHALL BE LIMITED SUCH THAT NO PERMANENT OR SEMI-PERMANENT OBSTRUCTION MAY BE PLACED IN THE AREA OF SAID DRAINAGE EASEMENT, AND ANY USE OF THE EXCLUSIVE USE EASEMENT AREA SHALL FIRST REQUIRE THE CONSENT OF THE CITY ENGINEER CONFIRMING IT WILL NOT IMPEDE THE DRAINAGE EASEMENTS RIGHTS OF THE CITY OF MARLBOROUGH. THE CITY OF MARLBOROUGH AND ITS SUCCESSORS SHALL ALSO HAVE THE RIGHT TO REMOVE IMPEDIMENTS TO ALL RIGHTS UNDER THE DRAINAGE EASEMENT INCLUDING BUT NOT LIMITED TO THE OPERATION AND MAINTENANCE OF THE DRAINAGE EASEMENT AREA, SUCH AS TREES, ASPHALT AND SIDEWALKS.

THIS DESCRIPTION IS PREPARED WITH REFERENCE TO A PLAN PREPARED BY BRUCE SALUK & ASSOCIATES, INC. ENTITLED "DEFINITIVE PROPERTY PLAN-GOODALE ESTATES, MARLBOROUGH, MA" DATED JULY 19, 2016, RECORDED IN THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN NO. 1099 OF 2016.



I HEREBY CERTIFY THAT THE NOTICE OF APPROVAL OF THIS PLAN BY THE MARLBOROUGH PLANNING BOARD HAS BEEN RECEIVED AND RECORDED AT THIS OFFICE, AND NO APPEAL WAS RECEIVED DURING THE TWENTY DAYS NEXT AFTER SUCH RECEIPT AND RE-CORDING OF SAID NOTICE.

DATE: November 17, 2016
CITY CLERK: [Signature]

APPROVED BY THE MARLBOROUGH PLANNING BOARD SUBJECT TO ITS SUBDIVISION REGULATIONS, DATE AND COVENANT TO BE RECORDED HERewith.

MARLBOROUGH PLANNING BOARD:
[Signature]
[Signature]

DATE APPROVED: _____
DATE SIGNED: _____

SUCH ENDORSEMENT SHALL NOT BE DEEMED TO CONSTITUTE DETERMINATION OF COMPLIANCE WITH REQUIREMENTS OF ZONING BYLAW.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS OF THE COMMONWEALTH OF MASSACHUSETTS.

DATE: 11-18-16 REG. LAND SURVEYOR: [Signature]



NO.	DATE	REVISION
1	10/17/16	1st PLAN ROAD SECTION
2	11/17/16	CITY ENGINEERING COMMENTS

PREPARED BY:
GODALE ESTATES, INC.
CIVIL ENGINEERING & LAND SURVEYING
578 BOSTON POST ROAD EAST
MARLBOROUGH, MA 01752
TEL: 508-487-1995
FAX: 508-487-1995

DEFINITIVE
PROPERTY PLAN
-
- GODALE ESTATES -
MARLBOROUGH, MA

OWNED BY:
GODALE ESTATES, INC.
C/O SANKER USA LLC
ONE STILES ROAD
SALEM, NH 03079-4844
TEL: 603-719-2557

DATE: JULY 19, 2016

FOR REGISTRY USE

PLAN NO. 1099 of 2016
SHEET 2 OF 2

P2

1099 OF 2016 (2 OF 2)

City of Marlborough
Commonwealth of Massachusetts



RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH

2023 JAN 19 PM 4:36

William Paynton, MCBO
 Assistant Building Commissioner
 140 Main Street
 Marlborough, MA 01752
 Phone: (508) 460-3776 XT 5
 Fax: (508) 460-3736
 Email: wpaynton@marlborough-ma.gov

City Council Sign Approval Form

1/19/2023

To City Council President and all Councilors,
 Included in this form is an applicant seeking approval from City Council as it relates to the signage project at the below address. Attached to this form is a copy of the sign that is proposed.

Address of Location seeking approval at 561 Boston Post Road East
 PERMIT NUMBER: SP-23-2

Zoning District:
 Meets Current Sign Code:
 Planning Board Variance:

Wayside Zoning
 YES
 NO

William Paynton, MCBO
 Assistant Building Commissioner

CC File
 City Council
 Commissioner Htway



QTY: (1) 30" H x 96" W x 1.375" D all Aluminum Frame Sign fabricated with 1" x 1" aluminum for the frame with 1.5" Black Aluminum Moldings on all sides.

Includes a .040 Aluminum sign face with 3M digitally printed & 3M gloss laminated vinyl applied, per the approved sign proof.

COPY:

HARRY'S CONSTRUCTION LOGO by Client on the left
-on the right-
ROOFING CONTRACTOR
(508) 596-9191



PLEASE NOTE: PRICING INCLUDES UP TO TWO (2) REVISION CYCLES; AN ADDITIONAL COST MAY BE APPLIED FOR EXTRA DESIGN TIME.

These plans are the exclusive property of Sign'A'Rama and are the result of the original work of its employees. Their sole purpose is for client consideration as to whether or not to purchase the proposed plans or to purchase from Sign'A'Rama, a sign manufactured according to these plans. Distribution or exhibition of these plans to anyone other than employees of your company, or use of these plans to construct a sign similar to the one embodied herein, is expressly forbidden. In the event that such exhibition occurs, Sign'A'Rama expects to

Signarama
The way to grow your business.
www.framinghamrama.com

Sign Permit · Add to a project

**Expiration Date****Active****SP-23-2****Details**

Submitted on Jan 6, 2023 at 3:26 pm

**Attachments**

2 files

**Activity Feed**

Latest activity on Jan 9, 2023

**Applicant**

David Spatara

0

**Location**

561 BOSTON POST RD EAST, MARLBOROUGH, MA 01752

**Timeline****Add New** ▾**Sign Permit Fee**

Paid Jan 6, 2023 at 3:30 pm

Feb 05

Application Review

Completed Jan 6, 2023 at 3:43 pm

**Sign Design Review**

In Progress

**Sign Permit**

Document

Sign Inspection

Inspection

**🔒 Permit Application Status**

Staff please update during the application process.

Permit Application Status

Building Plans Not Approved

Location Information

Name of Business *

Harry's Construction

Name of Owner of Business *

Escarllaty Fernandes

Telephone Number of Business *

9787191053

Is this a 1 or 2 Family Dwelling? *

No

Sign Information

Type of Sign *

Flat Wall

Please check all that apply:

Special Permit Approval

☐

Variance Approval

☐

New or Replacement? *

New

Cost of sign(s) (\$) *

2,000

Is this sign illuminated? *

No

Replacement Sign Information

Is this a replacement of a same size existing sign(s)? *

Yes

Existing Sign Length *

61

Existing Sign Width *

0.1875

Existing Sign Height *

22

Existing Sign Area *

9.3

Location of Existing Sign

222 Boston Post Rd East

Dimension Information

Façade Dimensions (linear feet)

Façade Dimensions Length *

25

Sign Dimensions

Sign Length *

8

Sign Width *

2.5

Area

16

Location of Sign on Building *

Above tenant windows on occupied side of building

Installer Information

Company Name *

Signarama Framingham

Installer Telephone # *

508-875-7446

Installer Email *

spatarad@signarama-framingham.com

Applicant Signature

I hereby declare that I have the authority to request this permit and that the statements and information provided are true and accurate to the best of my knowledge and belief as well as to conform to the City's current Sign Ordinance and MA State Building Code, signed under pains and penalties of perjury.

Applicant Signature *

✓ David M Spatara
Nov 22, 2022

Title of Applicant *

Installer

Property Owner Authorization**Property Owner Contact Information**

Contact Title

Landlord

Contract Telephone Number (Business)

508-480-0410

Contact Telephone Number (Cell)

508-400-8088

Contact Email

Rvalchuis@yahoo.com

Authorized Agent Full Name

Robert Valchuis

Authorized Agent Street Address

547 Boston Post Rd Suite 1

Authorized Agent City/Town


Marlborough

Authorized Agent State


MA

Authorized Agent Zip

01752

Telephone Number (contact) 

508-400-8088

 **Signature (for permit)**

City of Marlborough
Commonwealth of Massachusetts



RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH

2023 JAN 19 PM 4:54

BUILDING DEPARTMENT
Code Enforcement Officer
140 Main Street
Marlborough, MA 01752
Phone: (508) 460-3776 XT 30201
Fax: (508) 460-3736
Email: elippitt@marlborough-MA.gov

City Council Sign Approval Form

1/19/2023

To City Council President and all Councilors,
 Included in this form is an applicant seeking approval from City Council as it relates to the signage project at the below address. Attached to this form is a copy of the sign that is proposed.

Address of Location seeking approval 576 Boston Post Road East

PERMIT NUMBER: SP-23-5

Current signs upon the lot are internally illuminated.

Zoning District:

Wayside Zoning

Meets Current Sign Code:

YES

Planning Board Variance:

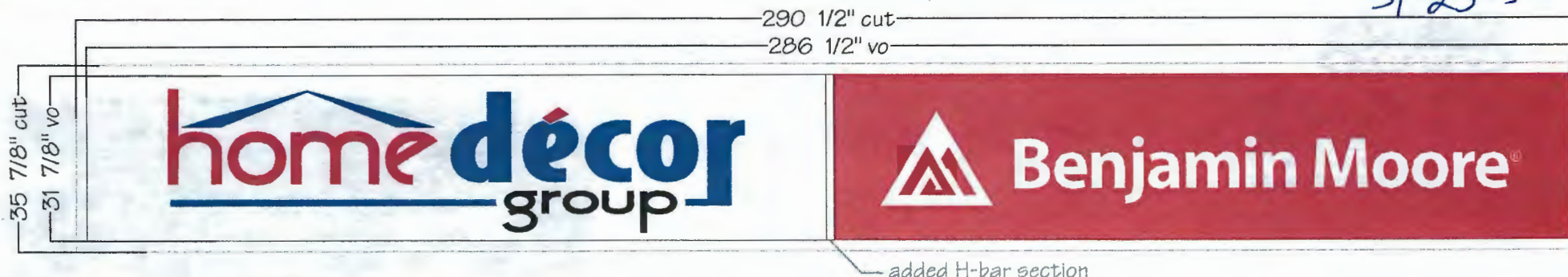
NO

Code Enforcement Officer Ethan Lippitt

CC

File
 City Council
 Commissioner Htway

SP-23-5

**Quantity [1]**

Design, furnish and install new, replacement sign face(s) to existing internally illuminated wall sign. Existing sign size and location will not change (2) New faces and (1) H-bar to be installed and replace existing 1-piece molded sign face. *Per technical survey, to reduce light shadowing, areas where sign cabinets are "abutting", portion of the sign cabinet to be notched/cut back.

- (2) new lexan sign face(s) w/ translucent graphics
- colors and design comply with Ben Moore branding standards

*Field cabinet fabrication / modification required

Proposed Sign



Night Rendering



Existing Conditions



Sign is 73.5 sq.ft

CHANNEL LETTERS SPECIFICATIONS

- ☐ FACES: 3/16" Lexan
- ☒ COLOR: 3M 036 Dark Blue, Translucent Vinyl
- ☒ COLOR: 3M Cardinal Red, Trans. Vinyl - PMS 200c

DATE: 1-16-23

JOB NAME: Home Decor Group - Exterior Wall Sign

REP: Jason

JOB LOCATION: 576 Boston Post Rd., Marlborough, MA

CONTACT: Jonathan T.

Signature:

AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION

225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188

Sign Permit**SP-23-5**

Submitted On: Jan 16, 2023

Applicant

Jason Gagnon
6036225067
@ jason@sousasigns.com

Primary Location

576-576 BOSTON POST RD EAST
MARLBOROUGH, MA 01752

Location Information**Name of Business**

Home Decor Group

Telephone Number of Business

508.481.2546

Name of Owner of Business

Jonathan Tapper

Is this a 1 or 2 Family Dwelling?

No

Sign Information**Type of Sign**

Flat Wall

Please check all that apply:

Special Permit Approval

--

Variance Approval

--

New or Replacement?

Replacement

Cost of sign(s) (\$)

2800

Is this sign illuminated?

Yes

Please provide UL Listing for appliance

*Reface existing sign

Replacement Sign Information**Is this a replacement of a same size existing sign(s)?**

Yes

Existing Sign Length

290.5

Existing Sign Width

8

Existing Sign Height

38.875

Existing Sign Area

73.5

Location of Existing Sign

*canopy mounted

Installer Information**Company Name**

Sousa Signs, LLC

Installer Telephone #

603.622.5067

Installer Email

jason@sousasigns.com

Notice**Applicant Signature**

I hereby declare that I have the authority to request this permit and that the statements and information provided are true and accurate to the best of my knowledge and belief as well as to conform to the City's current Sign Ordinance and MA State Building Code, signed under pains and penalties of perjury.

Applicant Signature

true

Title of Applicant

Installer

Property Owner Authorization**Property Owner Contact Information****Contract Telephone Number (Business)**

717.903.6662

Contact Email

Jonathan@homedecorgroup.com

Authorized Agent Street Address

225 East Industrial Park Drive

Authorized Agent State

NH

Telephone Number (contact)

603.622.5067

Contact Title

Owner

Contact Telephone Number (Cell)

717.903.6662

Authorized Agent Full Name

Jason Gagnon

Authorized Agent City/Town

Manchester

Authorized Agent Zip

03109

City of Marlborough
Commonwealth of Massachusetts



RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH

2023 JAN 19 PM 4:54

BUILDING DEPARTMENT
Code Enforcement Officer
140 Main Street
Marlborough, MA 01752
Phone: (508) 460-3776 XT 30201
Fax: (508) 460-3736
Email: elippitt@marlborough-MA.gov

City Council Sign Approval Form

1/19/2023

To City Council President and all Councilors,
 Included in this form is an applicant seeking approval from City Council as it relates to the signage project at the below address. Attached to this form is a copy of the sign that is proposed.

Address of Location seeking approval 576 Boston Post Road East

PERMIT NUMBER: SP-23-6

Current signs upon the lot are internally illuminated.

Zoning District:

Wayside Zoning

Meets Current Sign Code:

YES

Planning Board Variance:

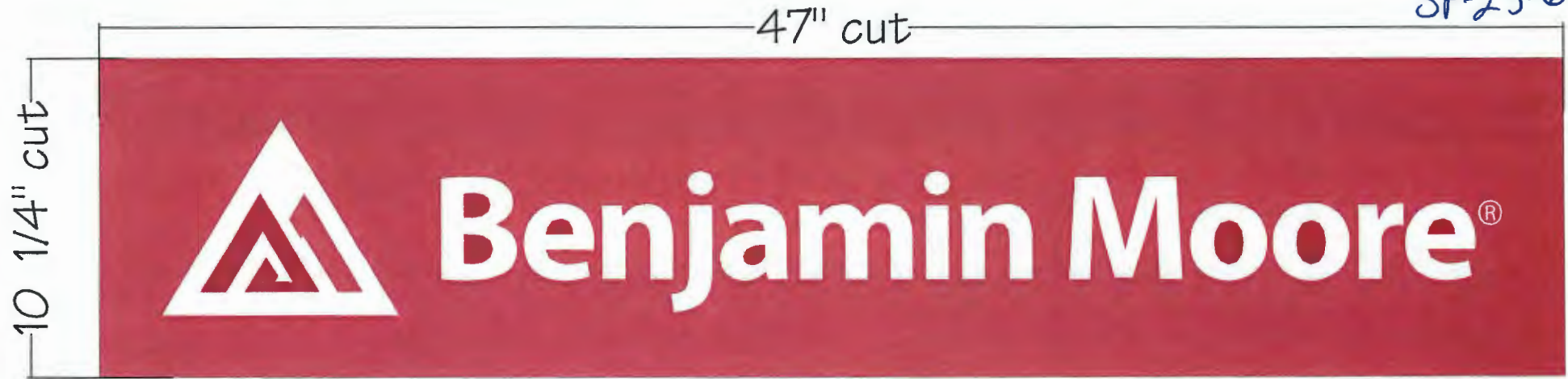
NO

Code Enforcement Officer Ethan Lippitt

CC

File
 City Council
 Commissioner Htway

SP-23-6



Proposed Sign



Quantity [1]

Design, furnish and install (1) new, replacement sign face for existing, internally illuminated wall sign. Existing sign size and location will not change. In addition (3) wall signs to be removed; "window treatment", "carpets" and "wallcovering".

- new acrylic sign face w/ translucent graphic
- colors and design comply with Ben Moore branding standards
- removal of (3) canopy wall signs with dimensional letters
- * 1/2" crown molding, duranodic bronze, required for install

*Boxed out signs to be removed



Sign is 3.4 sq.ft

CHANNEL LETTERS SPECIFICATIONS

- ☐ FACES: 3/16" Acrylic, White
- ☒ COLOR: 3M Cardinal Red, Trans. Vinyl - PMS 200c

DATE: 1-16-23

JOB NAME: Home Decor Group - Exterior Wall Sign

REP: Jason

JOB LOCATION: 576 Boston Post Rd., Marlborough, MA

CONTACT: Jonathan T.

Signature:

AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION


225 East Industrial Park Dr. Manchester, NH 03109
603-622-5067 FAX 603-624-6188

The information on this sheet is the property of SOUSA SIGNS, LLC and cannot be duplicated or used without the expressed written consent of SOUSA SIGNS, LLC.

Sign Permit**SP-23-6**

Submitted On: Jan 16, 2023

Applicant

 Jason Gagnon
 6036225067
@ jason@sousasigns.com

Primary Location

576-576 BOSTON POST RD EAST
MARLBOROUGH, MA 01752

Location Information**Name of Business**

Home Decor Group

Telephone Number of Business

508.481.2546

Name of Owner of Business

Jonathan Tapper

Is this a 1 or 2 Family Dwelling?

No

Sign Information**Type of Sign**

Flat Wall

Please check all that apply:

Special Permit Approval

--

Variance Approval

--

New or Replacement?

Replacement

Cost of sign(s) (\$)

600

Is this sign illuminated?

No

Replacement Sign Information**Is this a replacement of a same size existing sign(s)?**

Yes

Existing Sign Length

48

Existing Sign Width

6

Existing Sign Height

12

Existing Sign Area

4

Location of Existing Sign

canopy mounted

Installer Information**Company Name**

Sousa Signs, LLC

Installer Telephone #

603.622.5067

Installer Email

jason@sousasigns.com

Applicant Signature

I hereby declare that I have the authority to request this permit and that the statements and information provided are true and accurate to the best of my knowledge and belief as well as to conform to the City's current Sign Ordinance and MA State Building Code, signed under pains and penalties of perjury.

Applicant Signature

true

Title of Applicant

Installer

Property Owner Authorization**Property Owner Contact Information****Contract Telephone Number (Business)**

781.903.6662

Contact Email

Jonathan@homedecorgroup.com

Authorized Agent Street Address

225 East Industrial Park Drive

Authorized Agent State

NH

Telephone Number (contact)

603.622.5067

Contact Title

Jonathan Tapper

Contact Telephone Number (Cell)

781.903.6662

Authorized Agent Full Name

Jason Gagnon

Authorized Agent City/Town

Manchester

Authorized Agent Zip

03109

City of Marlborough
Commonwealth of Massachusetts

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH

2023 JAN 19 PM 4:54



BUILDING DEPARTMENT
Code Enforcement Officer
 140 Main Street
 Marlborough, MA 01752
 Phone: (508) 460-3776 XT 30201
 Fax: (508) 460-3736
 Email: elippitt@marlborough-MA.gov

City Council Sign Approval Form

1/19/2023

To City Council President and all Councilors,
 Included in this form is an applicant seeking approval from City Council as it relates to the signage project at the below address. Attached to this form is a copy of the sign that is proposed.

Address of Location seeking approval 576 Boston Post Road East

PERMIT NUMBER: SP-23-7

Current signs upon the lot are internally illuminated.

Zoning District:

Wayside Zoning

Meets Current Sign Code:

YES

Planning Board Variance:

NO

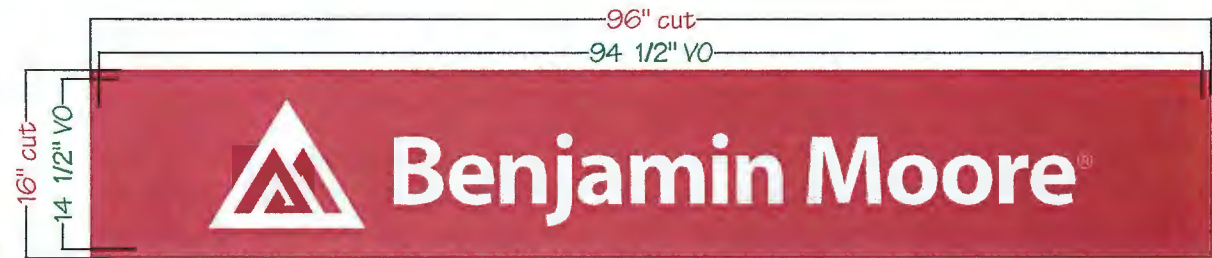
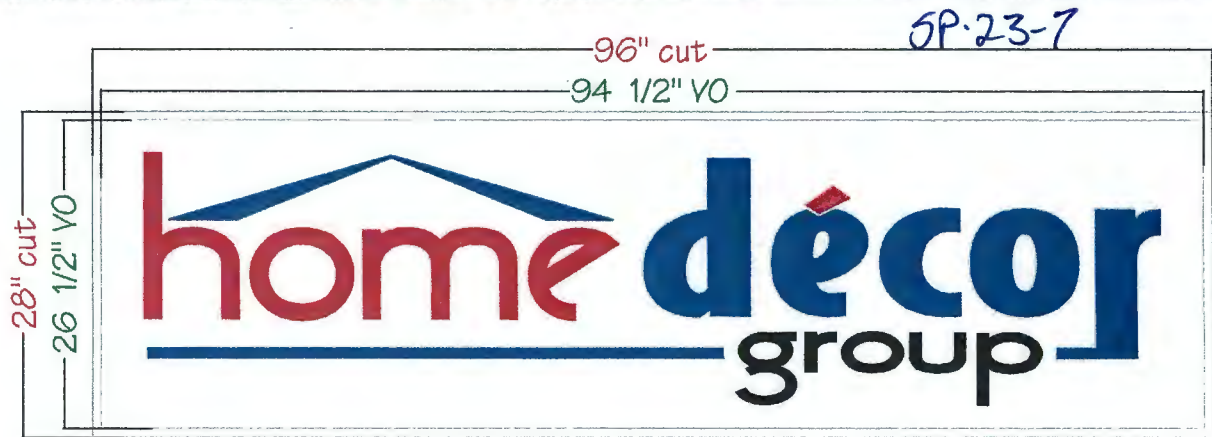
Code Enforcement Officer Ethan Lippitt

CC File
 City Council
 Commissioner Htway

Existing Conditions



Proposed Sign

**Quantity [2 panels each]**

Design, furnish and install (4 total) new, replacement sign faces for existing, internally illuminated freestanding sign. Existing sign sizes and location will not change.

- new acrylic sign faces w/ translucent graphics
- colors and design comply with Ben Moore branding standards

Upper Face 15.6 sq.ft
Lower Face 8.5 sq.ft

CHANNEL LETTERS SPECIFICATIONS

<input type="checkbox"/>	FACES: 3/16" Lexan
<input checked="" type="checkbox"/>	COLOR: 3M 036 Dark Blue, Translucent Vinyl
<input checked="" type="checkbox"/>	COLOR: 3M Cardinal Red, Trans. Vinyl - PMS 200c

DATE: 1-16-23

JOB NAME: Home Decor Group - Exterior Wall Sign

REP: Jason

JOB LOCATION: 576 Boston Post Rd., Marlborough, MA

CONTACT: Jonathan T.

Signature:

AUTHORIZED SIGNATURE REQUIRED TO BEGIN PRODUCTION

SOUSA
Signs

225 East Industrial Park Dr. Manchester, NH 03109
 603-622-5067 FAX 603-624-6188

Sign Permit**SP-23-7**

Submitted On: Jan 16, 2023

Applicant

👤 Jason Gagnon
☎ 6036225067
@ jason@sousasigns.com

Primary Location

576-576 BOSTON POST RD EAST
MARLBOROUGH, MA 01752

Location Information**Name of Business**

Home Decor Group

Telephone Number of Business

508.481.2546

Name of Owner of Business

Jonathan Tapper

Is this a 1 or 2 Family Dwelling?

No

Sign Information**Type of Sign**

Free Standing

Please check all that apply:

Special Permit Approval

--

Variance Approval

--

New or Replacement?

Replacement

Cost of sign(s) (\$)

1800

Is this sign illuminated?

Yes

Please provide UL Listing for appliance

*Existing sign, reface project only

Replacement Sign Information**Is this a replacement of a same size existing sign(s)?**

Yes

Existing Sign Length

96

Existing Sign Width

16

Existing Sign Height

28

Existing Sign Area

24.1

Location of Existing Sign

boston post rd frontage / right side

Installer Information**Company Name**

Sousa Signs, LLC

Installer Telephone #

603.622.5067

Installer Email

jason@sousasigns.com

Installer CSL Information**CSL Contractor's Name**

--

CSL Business Name

--

CSL License #**CSL License Expiration Date**

--	--
CSL License Type	CSL License Status
--	--
CSL Type of Business	CSL Mailing Address
--	--
CSL City	CSL State
--	--
CSL Zip Code	CSL Preferred Telephone #
--	--
CSL Email	
--	

Notice

Applicant Signature

I hereby declare that I have the authority to request this permit and that the statements and information provided are true and accurate to the best of my knowledge and belief as well as to conform to the City's current Sign Ordinance and MA State Building Code, signed under pains and penalties of perjury.

Applicant Signature

true

Title of Applicant

Installer

Property Owner Authorization

Property Owner Contact Information

Contract Telephone Number (Business)

508.481.2546

Contact Email

Jonathan@homedecorgroup.com

Authorized Agent Street Address

225 East Industrial Park Drive

Authorized Agent State

NH

Telephone Number (contact)

603.622.5067

Contact Title

Owner

Contact Telephone Number (Cell)

781.903.6662

Authorized Agent Full Name

Jason Gagnon

Authorized Agent City/Town

Manchester

Authorized Agent Zip

03109

PLANNING BOARD



City of Marlborough
Planning Board

RECEIVED
 CLERK'S OFFICE
 CITY OF MARLBOROUGH

2023 JAN 25 PM 3:20

Sean N. Fay, Chair
 Philip Hodge
 Barbara L. Fenby
 George LaVenture
 Christopher Russ
 William Fowler

Administrative Offices
 135 Neil St.
 Marlborough, MA 01752

Katlyn LeBold, Administrator
 (508) 624-6910 x33200
klebold@marlborough-ma.gov

January 25, 2023

Mr. Michael Ossing
 City Council President
 140 Main Street
 Marlborough, MA 01752

RE: Goodale Estates Subdivision
 Acceptance of Jenks Lane as a Public Way

Honorable President Ossing and Members:

At its regular meeting on January 23, 2023, the Planning Board took the following action:

On a motion by Mr. Russ, seconded by Dr. Fenby, the Board voted to recommend to the Marlborough City Council that Jenks Lane be accepted as a public way and the appurtenant easements be accepted as municipal easements in the City of Marlborough. Yea: Fay, Fowler, Hodge, Russ, and Fenby. Nay: 0. Motion carried. 5-0.

Sincerely,

Sean N. Fay
 Chairperson

cc: City Clerk
 DPW Commissioner
 Kevin Gillis, Northborough Capital Partners, LLC



THE COMMONWEALTH OF MASSACHUSETTS
STATE RECLAMATION & MOSQUITO CONTROL BOARD

CENTRAL MASSACHUSETTS MOSQUITO CONTROL PROJECT

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



COMMISSION CHAIRMAN
RICHARD DAY

EXECUTIVE DIRECTOR
TIMOTHY D. DESCHAMPS

January 23, 2023

Pursuant to the State Reclamation & Mosquito Control Board's (SRMCB) budget notification and compliance certification policy, as revised, please find enclosed Form SRB-1.

These documents show our preliminary proposed budget amount, increase from FY23 and estimated balance forward on page 1. Pages 3 and 4 show each member community's percentage of total budget, share amounts for CMMCP and SRMCB, and total assessment estimate for FY24.

Revisions to this budget may occur if new communities join our service area but that should not significantly change your proportionate amount. **The proposed budget for FY24 is level-funded (0% increase) over FY23.**

There are no forms to be mailed back to our office. Please direct any questions, comments or concerns to me at (508) 393-8766 or deschamps@cmmcp.org before April 15, 2023.

For more information, please find budget information posted on our website at this link: <https://www.cmmcp.org/budget-information>. Thank you.

Sincerely,

Timothy D. Deschamps
Executive Director

cc:
City Council & Mayor
Town Administrators/ Town Managers
Select Board Chair
Finance Committee Chair
Board of Health Director/Agent

(Updated: 05/17/17)

Form SRB-1**Page 1 of 4**Project Name: Central Mass. Mosquito Control Project**NOTICE OF PRELIMINARY PROPOSED BUDGET FOR FY2024**

Notice is hereby given that the Central Mass. Mosquito Control Project's (the "Project") preliminary proposed budget for **FY2024** is available online for viewing at (<https://www.cmmcp.org/budget-information>) and summarized below. Any questions, comments or concerns regarding this preliminary budget should be directed to: Central Mass. Mosquito Control Project Executive Director Timothy Deschamps at deschamps@cmmcp.org by April 15th.

1. The total preliminary dollar amount that the Project is proposing for FY2024 is \$ 2,864,581. The chart found below highlights the preliminary budget request by the Project for the coming year with pertinent budget information that fully describes the "total trust fund account" budget amount available for the Project to expend in FY2022.

A.	B.	C.	D.	E.	F.	G.	H.	I.
Project Name	Number of Employees	FY2024 Preliminary Proposed Budget Amount	FY2024 % Increase towards Operating Budget	FY2024 % Increase towards Capital Budget	FY2024 Total % Increase Over Certified FY2021 Budget (Add D + E)	FY2023 Estimated Balance Forward /Rollover Amount	FY2023 Actual Budget Revenues	FY2024 Total Est'd Funding Available in Trust Account (Add C + G)
Central Mass.	24	\$2,864,581	0%	0%	0%	\$350,000	\$2,864,581	\$3,214,581

(Updated: 5/17/17)

Form SRB-1
Page 2 of 4

2. The member municipalities within the Project together with each municipality's estimated proportionate share thereof expressed both as a percentage and as a dollar amount, are as set forth on Form SRB-1, Page 2. **As of the date of this notice, the Project is comprised of 44 municipalities as listed on Form SRB-1, Page 3.**

If the composition of the Project changes because one or more municipalities join or withdraw from the Project, the total preliminary budget will be adjusted pro rata.

8. A copy of this Notice, together with a copy of the preliminary budget proposed, has been delivered or mailed to the Chief Administrative Officer, Chief Executive Officer, to the Finance Committee of each member municipality having a finance committee, and to the State Reclamation and Mosquito Control Board.

(Updated: 5/17/17)

Form SRB-1**Page 3 of 4**

Project Name: Central Mass. Mosquito Control Project
FY2024 Proposed Cherry Sheet Assessments Estimates
Based on the preliminary proposed Project budget
(2022 Equalized Valuations)

Municipality	Percentage of Total Budget	District Share Amount	State Reclamation Board Share Amount	Total Assessment Estimate
Acton	2.51%	\$75,067	\$3,262	\$78,329
Ashland	1.61%	\$48,077	\$2,089	\$50,166
Auburn	1.75%	\$52,429	\$2,279	\$54,708
Ayer	1.02%	\$30,440	\$1,323	\$31,763
Berlin	1.27%	\$37,817	\$1,644	\$39,461
Billerica	3.56%	\$106,491	\$4,628	\$111,119
Blackstone	1.15%	\$34,250	\$1,489	\$35,739
Bolton	1.97%	\$58,752	\$2,553	\$61,305
Boxborough	1.12%	\$33,351	\$1,449	\$34,800
Boylston	1.58%	\$47,139	\$2,049	\$49,188
Chelmsford	3.02%	\$90,208	\$3,920	\$94,128
Clinton	0.77%	\$22,879	\$994	\$23,873
Dracut	2.53%	\$75,651	\$3,288	\$78,939
Fitchburg	2.99%	\$89,459	\$3,888	\$93,347
Gardner	2.22%	\$66,506	\$2,890	\$69,396
Grafton	2.47%	\$73,820	\$3,208	\$77,028
Holliston	2.12%	\$63,434	\$2,757	\$66,191
Hopedale	0.59%	\$17,637	\$766	\$18,403
Hopkinton	3.09%	\$92,384	\$4,015	\$96,399
Hudson	1.51%	\$45,210	\$1,965	\$47,175
Lancaster	2.64%	\$78,993	\$3,433	\$82,426
Leominster	3.30%	\$98,497	\$4,281	\$102,778
Littleton	1.83%	\$54,567	\$2,371	\$56,938
Lowell	2.80%	\$83,589	\$3,633	\$87,222
Lunenburg	2.62%	\$78,384	\$3,407	\$81,791
Marlborough	2.92%	\$87,265	\$3,792	\$91,057

Milford	1.92%	\$57,267	\$2,489	\$59,756
Millbury	1.70%	\$50,915	\$2,213	\$53,128
Millville	0.49%	\$14,794	\$643	\$15,437
Natick	2.80%	\$83,571	\$3,632	\$87,203
Northborough	2.16%	\$64,558	\$2,806	\$67,364
Northbridge	1.83%	\$54,837	\$2,383	\$57,220
Sherborn	1.63%	\$48,780	\$2,120	\$50,900
Shrewsbury	2.85%	\$85,151	\$3,701	\$88,852
Southborough	1.68%	\$50,355	\$2,188	\$52,543
Stow	1.80%	\$53,744	\$2,336	\$56,080
Sturbridge	3.56%	\$106,528	\$4,630	\$111,158
Tewksbury	2.72%	\$81,159	\$3,527	\$84,686
Webster	1.40%	\$41,879	\$1,820	\$43,699
Westborough	2.53%	\$75,583	\$3,285	\$78,868
Westford	3.53%	\$105,422	\$4,582	\$110,004
Wilmington	2.35%	\$70,195	\$3,051	\$73,246
Worcester	5.94%	\$177,543	\$7,716	\$185,259
TOTAL	100.00%	\$2,864,577	\$124,495	\$2,989,072



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2023 JAN 25 AM 11:51

Marlborough Public Schools

School Committee
District Education Center
25 Union Street, Marlborough, MA 01752
(508) 460-3509

Call to Order

January 10, 2023

1. Chairman Vigeant called the regular meeting of the Marlborough School Committee to order at 7:30 p.m. at 17 Washington Street, Marlborough, MA. Members present included Michelle Bodin-Hettinger, Daniel Caruso, Earl Geary, Katherine Hennessy, and Denise Ryan. Also present were Superintendent Mary Murphy, Assistant Superintendent of Teaching and Learning, Robert Skaza, Assistant Superintendent of Student Services and Equity, Jody O'Brien, and Director of Finance and Operations, Douglas Dias. Additionally, MEA Representative Eileen Barry and Student Advisory Representative Jessica Rosenzweig were present.

This meeting is being recorded by local cable, WMCT-TV, and is available for review.

2. **Pledge of Allegiance:** Chairman Vigeant led the Pledge of Allegiance.
3. **Presentation:** None.
4. **Committee Discussion/Directives:** None.
5. **Communications:** None.

6. Superintendent's Report:

Superintendent Murphy reported that members of the MPS leadership team, including herself, met with members of Attorney General Andrea Campbell's Schools/Education subcommittee regarding concerns about school transportation for students/families in need.

Superintendent Murphy shared that the Massachusetts School Building Authority (MSBA) voted on December 21st to approve the Richer Statement of Interest (SOI) into the next stage of the process: the Eligibility Period. She highlighted some of the next steps between June 1st 2023 and July 1st 2025.

The Superintendent attached Assabet Valley Collaborative's FY22 Annual Report and FY22 Financial Statement to her report. These reports have already been submitted to DESE.

www.mps-edu.org



Marlborough Public Schools

School Committee

District Education Center

25 Union Street, Marlborough, MA 01752

(508) 460-3509

A. Assistant Superintendent of Teaching & Learning Report

Dr. Skaza, the Assistant Superintendent of Teaching and Learning, shared the upcoming professional development opportunities for faculty/staff members within the district on January 17th. The morning session will continue the Anti-Bias/Anti-Racist (ABAR) PD series that began in November 2021. The afternoon session will offer many sessions for faculty/staff to choose from. The January 17th PD session catalogue is attached to his report.

Dr. Skaza explained that the mentors and mentees in MPS met on January 5th for a mid-point check-in. Around 80 educators discussed their challenges, successes, and concerns for the 2022-2023 academic year.

7. Acceptance of Minutes:

A. Minutes of the December 13, 2022 School Committee Meeting

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve these minutes.

Motion passed 6-0-0.

8. Public Participation: None.

It should be noted that members of the public may provide comment via email before the meeting to superintendent@mps-edu.org. Public participation is a time for your comments to be heard by the committee; it is not a question-and-answer session.

9. Action Items/Reports

A. MHS Student Council Conference Attendance

Ms. Klein requested for the committee to allow two MHS Student Council members to attend the 3-day, 2-night Student Council Conference in Hyannis, MA this year.

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve this request.

Motion passed 6-0-0.

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It is the policy of the Marlborough Public Schools not to discriminate on the basis of race, gender, religion, national origin, color, homelessness, sexual orientation, gender identity, age or disability in its education programs, services, activities or employment practices.



Marlborough Public Schools

School Committee
District Education Center
 25 Union Street, Marlborough, MA 01752
 (508) 460-3509

B. Director of Finance & Operations Interview Committee & Timeline Discussion

As of July 1, 2023, the position of Director of Finance & Operations will be vacant. Patty Brown presented the tentative timeline to fill this future opening. She then explained that the district would like to request at least one School Committee member to be part of the interview committee for this process.

Mrs. Bodin-Hettinger shared that Mrs. Matthews would like be part of the interview committee, as well as herself.

Mrs. Hennessy shared that she could be an alternate for the committee.

C. Acceptance of Donations and Gifts

O'Connor Portraiture. O'Connor Portraiture donated \$664.11 to ECC and \$1,990.42 to Goodnow Brothers Elementary School.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve these donations.

Motion passed 6-0-0.

O'Connor Portraiture. O'Connor Portraiture donated \$1,661.53 to Jaworek Elementary School and \$1,012.08 to Richer Elementary School.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve these donations.

Motion passed 6-0-0.

O'Connor Portraiture. O'Connor Portraiture donated \$1,276.86 to Whitcomb Middle School.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve this donation.

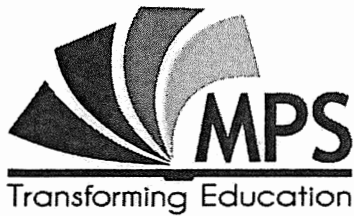
Motion passed 6-0-0.

Donor's Choose. Ms. Ryan's classroom from Goodnow Brothers Elementary School received \$1,837.24.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve this donation.

Motion passed 6-0-0.

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Adopt A Classroom/Digital Credit Union. Ms. Shulman's classroom from Jaworek Elementary School received \$250.00.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve this donation.
 Motion passed 6-0-0.

Hannaford Supermarket. Hannaford Supermarket donated \$1,378.00 to MHS and \$300.00 to Richer Elementary School.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve these donations.
 Motion passed 6-0-0.

Box Tops for Education. Whitcomb Middle School received \$106.00 and Kane Elementary School received \$33.00.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve these donations.
 Motion passed 6-0-0.

Maria Delrosario & Brian Burke. Maria Delrosario and Brian Burke donated \$500.00 to Kane Elementary School.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve this donation.
 Motion passed 6-0-0.

10. Reports of School Committee Sub-Committees: None.

11. Members' Forum:

Mrs. Hennessy shared her appreciation for Dr. Brown presenting to the district for ABAR professional development. She mentioned his upsurge in notoriety from being on an ABC TV show about parenting.

Mrs. Bodin-Hettinger stated that Mrs. Matthews reviewed the warrant, and she will sign it on her behalf.

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Marlborough Public Schools

School Committee
District Education Center
 25 Union Street, Marlborough, MA 01752
 (508) 460-3509

12. Adjournment:

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 7:57 p.m.
 Motion passed 7-0-0.

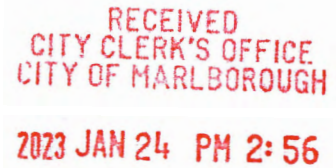
Respectfully submitted,

Heidi Matthews
 Secretary, Marlborough School Committee

HM/jm
 Approved January 24, 2023

www.mps-edu.org

It is the policy of the Marlborough Public Schools not to discriminate on the basis of race, gender, religion, national origin, color, homelessness, sexual orientation, gender identity, age or disability in its education programs, services, activities or employment practices.



MEETING: Council on Aging Board of Directors Meeting

DATE: November 29th 2022

TIME: 8:30 AM

ATTENDANCE: Judi Benedetto, Leslie Biggar, Joseph Bisol, Jim Confrey, Kathy Faddoul, Pat Gallier, Zella Haesche, Judy Kane, Ray Magee, Donna Scalclone, Linda Warren and Trish Pope

- I. Called to order at 8:30 AM
- II. October 11th Minutes approved
- III. A Marlborough resident called the COA Chairperson and was invited to come to the meeting to give her comments to the board regarding the Fitness programs. She expressed her concerns regarding sign up of Fitness programs, the fact that you have to sign up for the entire session and suggested the carpet be removed upstairs to accommodate larger fitness classes.

Director's Update

1. Welcome to Christina Grant who has taken over the role of our Outreach Coordinator.
 - a. Next sign up for Fitness Programs begins Dec 19th and ends at noon on Dec 23rd.
 - i. The lottery seems to be best as to alleviate the long lines.
 - b. Line Dance class has been added on Wednesdays from 12:30 to 1:30.
 - i. This class will be free for the first session only.
 - ii. Instructor comes from Northborough Senior Center.
 - c. An additional Zumba class has been added at the request of many.
2. Open Enrollment starts Dec 7th.
 - a. Gary Yunker has been here for 4 years.
 - b. Diane Dougherty has been here for 3 years.
 - c. Our new volunteer is Mary Ellen Russell.
 - d. Our SHINE volunteers helped over 400 seniors either phone, zoom or in person during the past year.

3. Newsletter Company has informed us we need to adjust the page count of the newsletter from 16 to 12.
 - a. ½ Advertisers have dropped out and others are months behind in payment.
 - i. The ads pay for the content of the newsletter.
 - ii. Friends Of Marlborough Seniors do pay for the mailing of the newsletter.
 - b. Suggestion made to answers some questions in the newsletter... why classes are limited, and why use the lottery.
 - i. Trish will try to get it in the January Newsletter but it has already gone out to print.
 - ii. February will be the next Newsletter.
4. Transportation ridership is up.
 - a. City Shuttle is used on Mondays and Fridays.
 - b. Peter Juare drives our COA minibus Tuesday, Wednesday, and Thursday.
 - c. This schedule has been working very well for us.
5. Senior Property Tax Work Off Program (SCRPT)
 - a. This program enables senior residents to work for 91 hours in City departments to earn a credit to be applied to your property tax bill.
 - i. The program runs March thru May and September thru November.
 - ii. Participants are limited to one session per year.
 - iii. We had 19 people sign up, 15 completed the program.
 - iv. Applications for upcoming year will be available beginning Jan 9th and will be accepted through Feb 17th

Next meeting will be January 10th at 8:30.

Respectfully Submitted,
Leslie Biggar
Secretary

Marlborough Public Library Board of Trustees
 Meeting Minutes
 September 22, 2022
 Meeting held at the Walker Building

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 CITY OF MARLBOROUGH
 2023 JAN 23 AM 6:57

The meeting was called to order by Fred Haas at 7:08 PM.

Board Members Attending:

Tom Abel
 Bill Brewin
 Nena Bloomquist
 Fred Haas, Chair
 Rustin Kyle
 Samantha Khosla
 Robyn Ripley

Also Attending:

Margaret Cardello, Library Director
 Christine Purple, Human Resources Director, City of Marlborough

This is a special meeting to discuss personnel matters with Ms. Purple. Minutes and Trustee Funds were not discussed.

Proceedings:

1. Margaret introduced Ms. Purple to the Board.
2. We went over 3 documents that Margaret prepared regarding the new library director position:
 - Draft Posting Document
 - Draft Position Brief
 - Library Director Job Description (2018)

Once the job is posted, Ms. Purple said she could set up a mail box at HR to collect the applications and resumes. She would also set up a rubric to keep track of the basic information such as certifications and years of experience. These would be accessible to the Trustees.

3. Fred Haas, Nena Bloomquist and Samantha Khosla volunteered to be on the initial screening committee.

4. We discussed the actual posting of the position. Ms. Purple suggests we post the position for a month. We would like to have a selection made by the end of November. This would allow for time for the new person to work with Margaret prior to her departure. Margaret and Ms. Purple will go over the posting to make sure it is in line with city requirements and post it by next week. We will stop accepting applications by the end of October, hopefully around October 21 depending on the actual date of posting, conduct interviews in November, and make a decision by the December meeting. We discussed introducing finalists to the staff and the mayor for their input. We discussed possibly inviting someone outside the Board of Trustees to be part of the interview process or help us write our interview questions. Margaret is already preparing questions for us which we can add to if we feel we need to.
5. We discussed the FY22 Non-union salary spreadsheet from comparable communities that Margaret provided. Our low pay makes hiring and retention of qualified employees very hard. This leads to a revolving door in many of our key positions and a lack of "institutional knowledge". Specific areas/positions that of serious concern are the non-union positions of Assistant Library Director, Part Time Reference Librarian and Pages. Ms. Purple said that new hires for the library is an issue for the mayor. Most of the costs for the new library will be in the FY2024 budget so we need to start planning for that now. Tom has said he will speak with the mayor.
6. The Trustees thanked Ms. Purple for attending the meeting and her help as we hire a new director.
7. The meeting was adjourned at 8:27 PM.

Respectfully submitted, Nena Bloomquist



City of Marlborough
Zoning Board of Appeals
140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3768

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH

2023 FEB -3 AM 10:20

Minutes
 January 31, 2023

Zoning Board of Appeals Case # 1495-2022

Applicant: Alice Wright & Jean E. Rabelo Trustees - represented by Atty. Robert Dionisi

Date of Appeal: December 20, 2022

Location of Subject Property: 785 & 795 Boston Post Rd. East (Post Road Used Auto Parts)

Petition: An appeal to the failed response by the City's Building Commissioner to opine as to the zoning status of the subject properties situated at 785 and 795 Boston Post Rd. East. The applicants request an opinion pursuant to M.G.L. c 40A Section 7 to determine whether the owners/applicants possess the right, under pre-existing zoning status of the premises, to have granted to the owners a Class 2 license as defined in M.G.L. c 140 Section 58(c) that is to conduct the purchase and sale of secondhand motor vehicles. This located in Zoning District Business and Wayside District as an overlay district.

Meeting date: January 31, 2023 7:00 PM

Members present: Ralph Loftin-Chairman, Robert Levine, Thomas Pope, and Thomas Golden. Absent: Paul Giunta.

Also present were:

- Susan Brown- Secretary
- Jean E Rabelo - Owner
- Representative: Atty. Robert Dionisi 365 Boston Post Rd., Suite 214, Sudbury, MA 01776
- Abutters with questions: Monya Tober, 42 Bowstring Way, Marlborough, MA and David O'Neil, 24 Arcadia Circle, Marlborough, MA

Board member, Robert Levine read into the file the petition.

Atty. Robert Dionisi made his presentation as follows:

- He presented an arial photo, dating back to 1940, of the property in question for the Board to view.
- The location has been Post Road Used Auto Parts since around 1985.
- He met with Tin Htway, Building Commissioner in order to compare material relating to the history of the lots, hoping the lots were “grandfathered” for the use of selling used autos.
- He has compiled 50 yrs. of business records, dating back to 1975 of the activities on these lots.
- He has asked Tin to give his opinion whether the sale of used autos is a “grandfathered” use because of the historical use on the property but has not received a determination.
- Currently his clients have a Class III license.

Chairman Ralph Loftin asked Atty. Dionisi to state what he is seeking from the Board. Atty. Dionisi stated that he is requesting the following:

- Would like to be granted relief to be grandfathered for the sale of used autos.
- Grant relief for a Class II License.
- And would like an opinion from the Board that would be applicable to getting a Class II License.

Chairman Loftin stated that the Board does not have an appeal request or a zoning determination before them; it appears that the Board is being asked to render a judgement normally within the purview of the Building Commissioner. The Board is questioning whether they have jurisdiction to hear such a request.

Atty. Dionisi quoted from Chapter 40A Section 7: “any person allegedly in violation of the same and such officer or board declines to act, he shall notify in writing, the party requesting such enforcement of any action or refusal to act, and the reasons therefor, within fourteen days of receipt of such request.” He stated that the 14 days have elapsed and that the Building Commissioner has declined to act, therefore he has appealed to the ZBA for relief.

Chairman Loftin asked whether the cited section includes any remedy for a failure of such officer to act within the specified time. Attorney Dionisi stated that there was no specific language to that effect, but that he knew of case laws that supported his view that the ZBA had jurisdiction to hear his client’s appeal.

Chairman Loftin asked the applicant to submit any case laws pertaining to this petition to the City Solicitor and to the Board. Mr. Loftin stated that in order to move forward with this petition, the Board has to ask for a legal opinion from our City Solicitor about the Board's jurisdiction on this petition.

Atty. Dionisi ask if the Board has any memorandum from the city solicitor? Answer – No.

Chairman Loftin proposed that the hearing be continued to a date certain. Attorney Dionisi objected to a continuation, and his objection was noted.

Atty. Dionisi felt he made every attempt to meet with Tin Htway for a “zoning determination”.

Jean E. Robelo – owner – stated she felt she has made an effort to visit the city departments that was asked of her in order to sell used autos and she has gotten no place with her requests for a Class II License. In waiting for answers, it has hurt her financially.

There were a few abutters in the audience who had concerns about the following:

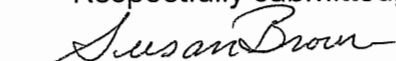
- If granted the right to sell used autos, how many cars would be allowed.
- Noise from the site at all times of the day and night with trucks coming in and out, repairing vehicles and partying.

It was noted to the applicant that four members are present this evening, and to receive a favorable vote, four votes are necessary.

A motion was made by Ralph Loftin and seconded by Thomas Golden to continue the public hearing to February 9, 2023 at 7:00 PM in order for the Board to receive an opinion from the city solicitor whether the Board has jurisdiction to hear this petition. By a vote of 4-0, the public hearing was continued to February 9, 2023 at 7:00 pm.

A motion was made by Ralph Loftin and seconded by Thomas Pope to adjourn the public meeting. By a vote of 4-0, the public meeting was adjourned.

Respectfully submitted,


Susan Brown
Secretary