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CITY OF MARLBOROUGH

City Council Agenda

Monday, November 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, October 23, 2023.
2. Communication from Council President Ossing, re: Notice of Reappointment of Michael Ossing as a member of the OPEB Board of Trustees pursuant to Order No. 13-1005335C.
3. Communication from the Mayor, re: Grant Acceptances from the Executive Office for Administration and Finance:
 - a) In the amount of \$60,000.00 to be used to conduct a formal wage and classification plan.
 - b) In the amount of \$8,700.00 to be used to conduct an organizational review and analysis of current processes and procedures of the Human Resources Department.
4. Communication from the Mayor, re: Grant Acceptances from the Executive Office of Public Safety and Security and from the US Justice Department, Office of Justice Programs:
 - a) In the amount of \$59,840.00 to be used for traffic enforcement measures focusing on impaired driving, speeding, distracted driving, and seatbelt safety.
 - b) In the amount of \$16,906.00 to be used to replace outdated equipment.
5. Communication from the Mayor, re: Grant Acceptance in the amount of \$1,350,000.00 from the Executive Office of Housing and Livable Communities awarded to the Community Development Authority to be used for infrastructure upgrades and reconstruction of Windsor Street.
6. Communication from the Mayor, re: Transfer Request in the amount of \$1,115,294.00 which moves funds from Meals Tax Revenue account to fund FY24 bond payments associated with Parks & Recreation improvements.
7. Communication from the Mayor, re: Proposed Tax Increment Financing (TIF) Agreement with Sartorius, a global biopharmaceutical company with plans to create the Sartorius North American Center for Bioprocess Solutions at 200 Donald J. Lynch Boulevard (Map 26, Parcel 9).
8. Communication from the Planning Board, re: Favorable Recommendation on the Proposed Zoning Ordinance Amendment to Chapter 650 "Zoning" of the Code relative to Definitions, Affordable Housing, and the Marlborough Village District (MV), Order No. 22/23-1008721.

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.

9. Communication from the Commonwealth of Massachusetts, Division of Banks, re: Notification of public comment period on the license application of Ventura Enterprises, LLC d/b/a Change Your Check to operate a check cashing business at 147 Main Street.
 - a) Communication from the Code Enforcement Officer Pamela Wilderman, re: Request for Opinion from Division of Banks on Ventura Enterprises, LLC, 147 Main Street.
10. Petition from Massachusetts Electric, to install Underground electric conduits, including necessary sustaining and protecting fixtures on Donald Lynch Boulevard beginning at a point approximately 550' northeast of the centerline of the intersection of Donald Lynch Boulevard and Bigelow Street, and to install underground facilities near 200 Donald Lynch Boulevard.
11. Communication from resident, re: Opposition to the Proposed Zoning Amendment to Chapter 650 "Zoning" to amend §22 "Retirement Community Overlay Districts", Order No. 23-1008964.
12. Minutes of Boards, Commissions and Committees:
 - a) School Committee, September 26, 2023.
 - b) Commission on Disabilities, May 1, 2023.
 - c) Conservation Commission, October 19, 2023.
 - d) Planning Board, September 11, 2023 & September 18, 2023.
 - e) Traffic Commission, July 26, 2023 & September 27, 2023.
 - f) Zoning Board of Appeals, October 19, 2023.
13. CLAIMS:
 - a) Michael Winske & Bethany Weart, 22 Kane Drive, other property damage and/or personal injury.

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From Legislative & Legal Affairs Committee

14. **Order No. 23-1008962: Proposed Easement for a parcel of land at South Bolton and Main Streets, Map 70, Parcel 126 in addition to a Gift Acceptance from the Marlborough Historical Society.**

Recommendation of the Legislative & Legal Affairs Committee is to APPROVE.

Chair Perlman opened the discussion to Committee members for questions. Councilor Oram motioned to approve with intent for discussion. Councilor Doucette asked for clarification on the location. Councilor Robey brought up the transfer box and potential reconfiguration of the corner at the site given the current construction. Attorney Rowe shared it would still take a long period of time before building at the site so they could work alongside the city's construction. He also shared that the statue would mirror the bronze material of the Shoe Worker's Monument and they plan to raise the statue. Chair Perlman asked for clarification on the design and Attorney Rowe mentioned the sketch in the packet was only an example.

Councilor Oram clarified his motion to approve the easement and gift acceptance. On the motion, seconded by Chair Perlman, the Committee approved the order 3-0.

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.

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Council President

Michael H. Ossing

Council Vice-President

Kathleen D. Robey

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

The regular meeting of the City Council was held on Monday, October 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 11:08 PM.

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

ORDERED: That the Minutes of the Special City Council meeting, SEPTEMBER 29, 2023, **FILE**; adopted.

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

ORDERED: That the Minutes of the City Council meeting, OCTOBER 2, 2023, **FILE**; adopted.

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

ORDERED: That the Request to Withdraw without Prejudice the Application for installation of a Free-Standing EMC Sign at 247 Maple Street, from Jenn Robichaud of Barlo Signs on behalf of Kennedys Restaurant and Market, **APPROVED**; adopted.

That the PUBLIC HEARING on the Application from Barlo Signs on behalf of Kennedys Restaurant and Market for installation of a Free-Standing EMC Sign at 247 Maple Street, Order No. 23-1008963, be **CANCELLED**; adopted.

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

That the RESCHEDULED PUBLIC HEARING on the Application for Special Permit from Attorney Brian Falk, on behalf of Somar Landscape, Inc., to construct and operate a Landscaper's Yard at the Airport Industrial Park, 59 Airport Boulevard, Unit 16, Order No. 23-1008965A, all were heard who wish to be heard, hearing closed at 8:10 PM; adopted.

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

That the PUBLIC HEARING on the Proposed Zoning Amendment to Chapter 650 “Zoning” to amend §22 “Retirement Community Overlay Districts” to include Map 39, Parcels 5 and 26B located on Robin Hill Street currently located in the LI District to accommodate an over 55 community combining both townhouse and multifamily components for a new condominium ownership neighborhood, Order No. 23-1008964, all were heard who wish to be heard, hearing closed at 9:29 PM; adopted.

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

That the CONTINUED PUBLIC HEARING on the Proposed Zoning Amendment to Chapter 650 “Zoning” of the Code to add a new section to create the “Red Spring Road Overlay District” (RSR), Order No. 23-1008964B, all were heard who wish to be heard, hearing closed at 10:37 PM; adopted.

- a) Petition from various Marlborough and Hudson residents in support of the Proposed Zoning Amendment to Chapter 650 “Zoning” to add a new section to create the “Red Spring Road Overlay District (RSROD), Order No. 23-1008951A.

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

Councilor Oram Recused.

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

ORDERED: That the Communication from Councilors Ossing & Wagner, re: Municipal Aggregation – September 2023 Update, **FILE**; 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 Gift Acceptance of a metal bench from the friends of Robert F. Kays, which has been placed at Memorial Beach; adopted.

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

ORDERED: That the Communication from the Mayor, re: Notification of Temporary Appointment pursuant to MGL Chapter 41 §61A of David R. Williams as Comptroller/Treasurer effective October 4, 2023, for a 60-day term to expire December 3, 2023, **FILE**; adopted.

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

ORDERED: That the Communication from the Mayor, re: Notification of Extension of Temporary Appointment pursuant to MGL Chapter 41 §61A of Theodore L. Scott as Interim Commissioner of the Department of Public Works for an additional 60-day term to expire December 20, 2023, **FILE**; adopted.

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

ORDERED: That the Communication from Assistant City Solicitor Jeremy McManus, re: Application for Special Permit from Attorney Brian Falk on behalf of Post Road Realty, LLC to construct a multifamily and commercial (retail/ restaurant/other commercial use) project in the Executive Residential Overlay (EROD) District which will consist of 475 residential units, 4800 sf of commercial space at Simarano Drive and Cedar Hill Street, in proper legal form, Order No. 23-1008952B, **MOVED TO #19 & FILE**; adopted.

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

ORDERED: That the Communication from City Clerk Steven Kerrigan, re: Municipal Election Call, **FILE**; adopted.

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

ORDERED: That Pursuant to Chapter 92 of the Acts of 2022, on the recommendation of the Board of Registrars of Voters, the City Council of the City of Marlborough hereby approves In-Person Early Voting at City Hall, 140 Main Street, Marlborough for the Municipal General Election per the scheduled listed, **APPROVED**; adopted.

Saturday, October 28, 2023	9:00 AM to 3:00 PM
Monday, October 30, 2023	9:00 AM to 6:00 PM
Tuesday, October 31, 2023	9:00 AM to 4:00 PM
Wednesday, November 1, 2023	7:00 AM to 4:00 PM
Thursday, November 2, 2023	9:00 AM to 4:00 PM
Friday, November 3, 2023	7:00 AM to 4:00 PM

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

ORDERED: That the Communication from the Town of Northborough, re: Notification of a hearing of the Zoning Board of Appeals relative to a project at 440 West Main Street, Northborough, **FILE**; 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) Commission on Disabilities, April 3, 2023.
- b) Conservation Commission, September 21, 2023.
- c) Historical Commission, July 20, 2023.
- d) Library Trustees, May 2, 2023, June 6, 2023 & August 8, 2023.
- e) Municipal Aggregation Committee, August 10, 2023, August 15, 2023 & October 16, 2023.

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

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

- a) Randa Azab, 123 Robert Road, pothole or other road defect.
- b) Chris Belli, 24 Country Lane, pothole or other road defect.
- c) Duniya Kajang, 565 Sherman Farm Road, Burrillville, RI, pothole or other road defect.
- d) Donald LaCouture, 517 Farm Road, other property damage and/or personal injury.
- e) Augusto Mourao, 47 Gay Street, pothole or other road defect.
- f) Mark Nawrocki, 337 Brigham Street, other property damage and/or personal injury.
- g) Jonathan Paolillo, 6 Merifield Lane, Natick, pothole or other road defect.
- h) Verizon, 86 Hosmer Street, other property damage and/or personal injury.

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

Councilor Landers Recused.

**City Council Legislative & Legal Affairs Committee
October 16, 2023
Minutes and Report**

This meeting convened at 8:10 PM as other Committee meetings ran longer than expected. It was held in the City Council Chamber on the second floor of City Hall. Public attendance was permitted. The meeting was televised on WMCT-TV (Comcast Channel 8) and Verizon/Fios Channel 34) and is available for viewing using the link under the Meeting Videos tab on the city's website, home page (www.marlbrough-ma.gov).

Committee Members Present: Chair Perlman, Councilors Oram, and Robey

Other Councilors Present: Councilors Doucette, Dumais, Brown, Irish, Navin, Ossing

Also Present: City Engineer DiPersio

Order No. 23-1008962: Proposed Easement for a parcel of land at South Bolton and Main Street, Map 70, Parcel 126 in addition to a Gift Acceptance from the Marlborough Historical Society.

Chair Perlman opened the meeting at 8:10 PM and welcomed Attorney Doug Rowe to give a presentation about the Marlborough Historical Society's proposal. Attorney Rowe shared an example of the Museum in the Streets sign that covers the legacy of Samuel Boyd. They intend to build a statue of Samuel Boyd designed by the commissioned artist David Kapetanopoulos, originally from Marlborough. Mr. Kapetanopoulos also commissioned the Shoe Worker's Monument located on South Bolton Street. Samuel Boyd, a former Marlborough selectman, was known as the "Father of our City." He opened the City's first shoe-manufacturing business on Maple Street and grew the community from 3,000 to 13,000 residents.

Chair Perlman opened the discussion to Committee members for questions. Councilor Oram motioned to approve with intent for discussion. Councilor Doucette asked for clarification on the location. Councilor Robey brought up the transfer box and potential reconfiguration of the corner at the site given the current construction. Attorney Rowe shared it would still take a long period of time before building at the site so they could work alongside the city's construction. He also shared that the statue would mirror the bronze material of the Shoe Worker's Monument and they plan to raise the statue. Chair Perlman asked for clarification on the design and Attorney Rowe mentioned the sketch in the packet was only an example.

Councilor Oram clarified his motion to approve the easement and gift acceptance. On the motion, seconded by Chair Perlman, the Committee approved the order 3-0.

On a motion made by Councilor Oram, seconded by Chair Perlman, and approved 3-0, the Committee adjourned at 8:24 PM.

Reports of Committee Continued:

Councilor Robey reported the following out of the Urban Affairs Committee:

**City Council Urban Affairs Committee
October 16, 2023
Minutes and Report**

This meeting convened at 6:45 PM in the Council Chamber and was open to the public. The meeting was televised on WMCT-TV (Comcast Channel 8/Verizon/Fios Channel 34) and available for viewing using the link under the Meeting Videos tab on the city's home page, www.marlborough-ma.gov.

Urban Affairs & Housing Committee voting members present were Chairman Katie Robey, Councilor Doucette, Councilor Landers, Councilor Navin, and Councilor Wagner.

Also present were Councilors Brown, Dumais, Irish, Perlman, Oram, and Ossing.

Order No. 23-1008979: Request for City Council approval of a Master Sign Plan for various internally illuminated wall and freestanding signs for the Green Gold Group Medical and Adult Use Marijuana facility located at 910 Boston Post Road East within the Wayside Zoning District.

The chair opened the meeting by reading through the letter from Building Commissioner Htway delineating the current signage, what is allowed in the Wayside District, what the sign plan proposes, and what the applicant is seeking relief for 650-37 I. (1)(d) in that their business will have more than two wall signs, and two of the three signs will **be internally illuminated**. Councilor Doucette pointed out an error in Commissioner Htway's letter #9 where it says, "within the Wayside Zoning District Section 650-37 I. (1)(d) allows for only internally lit signage." The actual language is *Signs, logos or cabinets should be externally illuminated where possible, otherwise with translucent or transparent faces if no reasonable alternative is possible*.

The chair asked Commissioner Htway to submit a corrected letter as she believes all three signs on the building will be internally illuminated as they are described as **"front lit lightbox and front lit channel letters."** Although not yet received, the revised letter will be included in the final committee recommendation.

Councilor Wagner moved to approve a sign above the main entrance, a sign on the corner of building facing Big Apple Deli and what is described as a "bonus-area wall sign" on building facing Rt. 20, **all internally lit**; motion received a second from the chair. Councilor Doucette moved to amend the motion to require the signs be turned off when business is closed; the motion received a second from the chair.

The amendment to turn off the signs when the business is closed carried 4-1 (Landers). The amended motion to recommend approval of the 3 externally lit signs with requirement that signs be turned off when the business is closed carried 4-1 (Navin).

The chair will report this order out of committee on Monday October 23rd and ask for a suspension of the rules to vote on the signage request that same evening.

Councilor Doucette moved to adjourn; it was seconded and carried 5-0. The meeting adjourned at 8:07 PM.

Suspension of the Rules requested – granted.

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

ORDERED: That the Master Sign Plan as submitted for various internally illuminated wall and free-standing signs for Green Gold Group at 910 Boston Post Road East within the Wayside District, **APPROVED WITH THE FOLLOWING CONDITION:** adopted.

1. All signs at the location are to be turned off when the business is closed.

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

ORDERED: That the Petition of Mass Electric and Verizon to install new joint owned pole on High Street approximately 300' east of the centerline of the intersection of High Street and Bolton Street and to install a new manhole and underground conduit from new pole to new manhole and to existing transformer 1-2 on Exchange Street, be and is herewith **APPROVED WITH THE FOLLOWING CONDITIONS:** adopted.

1. The Engineering Division will approve final location of underground conduit in the field prior to the start of construction.
2. Petition is subject to the eleven (11) standard conditions.

STANDARD CONDITIONS

1. Any necessary easements are to be obtained from affected property owners.
1. A street opening permit must be applied for by the proposed contractor performing the work.
2. The contractor performing the work must obtain a street opening bond with the City of Marlborough.
3. The contractor shall provide the Engineering Division preconstruction photos of driveways, sidewalks, lawn areas, and roadway areas impacted by all construction activities.
4. A proper staging area is to be located/acquired before work commences – material and equipment is not to be parked/stockpiled within the city right of way and or private property unless permission is granted in writing by the property owner.
5. The contractor is to ensure residents are always able to enter and exit their driveways (have necessary steel plating on site and accessible).
6. Ensure construction safety controls are established (signage, drums, police details, etc...) and are in accordance with the latest MUTCD standards.
7. Trench backfilling, compacting, temporary, and final paving are to be done in accordance with the City of Marlborough standard trenching details.
8. Trenches are to be paved or completely backfilled and compacted at the end of each workday. Trenches are never to be left unattended.
9. Post construction loaming and seeding are to be done in accordance with the 1995 MHD Standard Specifications sections 751 & 765.
10. Proposed utility pole(s) shall not put any sidewalks or sidewalk ramps into non-compliance with current ADA standards.

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

ORDERED:

IN CITY COUNCIL
DECISION ON A SPECIAL PERMIT

ORDER NO. 23-1008952C

The City Council of the City of Marlborough hereby **GRANTS** the Application for a Special Permit to Post Road Realty LLC (the "Applicant") to build and operate a two-phase mixed-use project, with 475 residential units and commercial space (retail/restaurant/other commercial use), at Simarano Drive, Cedar Hill Street, and Green District Boulevard, as provided in this Decision and subject to the following Findings of Fact and Conditions.

FINDINGS OF FACT

1. The Applicant, Post Road Realty LLC, is a Connecticut limited liability company with an address of 11 Unquowa Road, Fairfield, CT 06824.
2. The Applicant is the prospective owner of the property located at Simarano Drive, Cedar Hill Street, and Green District Boulevard in Marlborough, Massachusetts, being shown as Parcels 5, 11, 12, and 13 on Assessors Map 116 (the "Site").
3. In accordance with Article VI, Section 650-36.D(2), of the Zoning Ordinance of the City of Marlborough (the "Zoning Ordinance"), the Applicant proposes to build and operate a two-phase mixed-use, multi-family residential and commercial (retail/restaurant/other commercial use) project, with 475 residential units, commercial space, on-site parking, open space areas, walking trails, and residential amenities (the "Use").
4. The Site is located in the Executive Residential Overlay District.
5. The Site has an area of 1,873,840 square feet +/- as shown on the Site Plan referenced in paragraph 7 below.
6. The Applicant, by and through its counsel, filed with City Clerk of the City of Marlborough an Application for a Special Permit ("Application") for the Use.
7. In connection with the Application, the Applicant submitted a certified list of abutters, filing fees, and a detailed site plan entitled "Green District Phases 3 & 4", with civil engineering plans by Hancock Associates, a set of architectural plans by Bargmann Hendrie + Archetype, and a landscaping plan by Brown + Sardina, all dated August 16, 2023 (collectively, the "Site Plan", attached hereto as **"ATTACHMENT A."**
8. The Application was certified as complete by the Building Commissioner of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, in accordance with the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.
9. Pursuant to the Rules and Regulations of the City Council for 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 entitled thereto in accordance with applicable regulations and law.

10. The Marlborough City Council, pursuant to Massachusetts General Laws Chapter 40A, opened a public hearing on the Application on Monday, September 18, 2023. The hearing was closed on that date.
11. The Applicant, through its representatives, presented testimony at the public hearing detailing the Use, describing its impact upon municipal services, the neighborhood, and traffic.
12. At the public hearing, no members of the public spoke in opposition 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 all Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.
- B. The City Council finds that the proposed Use of the Site is an appropriate use and in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein. 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, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby **GRANTS** the Applicant a Special Permit to build and operate a two-phase mixed-use project, with 475 residential units and commercial space (retail/restaurant/other commercial use), as shown on the Site Plan, **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 Site Plan 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 City Council in accordance with Section 650-36 of the Zoning Ordinance prior to the issuance of a building permit. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Site Plan submitted, reviewed, and approved by the City Council as the Special Permit Granting Authority. Any additional changes, alterations, modifications, or amendments, as required during the process of Site Plan Review, shall be further conditions of this Special Permit and conditions attached to the building permit, and a final occupancy permit shall not be issued until the Applicant has complied with all conditions, provided, however, that subsequent to the issuance of this Special Permit and Site Plan Approval, the Site Plan Review Committee may authorize the phasing of site and building work depending upon weather conditions and other factors. In accordance with Section 650-36.H of the Zoning Ordinance, the Building Commissioner may approve minor modifications to the Special Permit and the Site Plan.

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 Urban Affairs 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. The final architectural design of the Site shall be reasonably consistent with the Site Plan submitted by the Applicant. The final exterior features of the Site, including landscaping, shall be maintained in good condition and shall be reasonably consistent with the Site Plan submitted and representations made to the City Council.
4. Storm Water and Erosion Control Management. The Applicant shall ensure that its site superintendent during construction of the project is competent in stormwater and erosion control management. This individual(s)' credentials shall be acceptable to the Engineering Division of the City's Department of Public Works and the City's Conservation Commission. This individual(s) shall be responsible for checking the Site before, during, and after storm events including weekends and evenings when storms are predicted. This individual(s) shall ensure that no untreated stormwater leaves the Site consistent with the State's and the City's stormwater regulations. This individual(s) shall ensure compliance with the approved sequence of construction plan and the approved erosion control plan. The Applicant shall grant this individual(s) complete authority of the Site as it relates to stormwater and erosion controls.
5. Affordable Units.
 - (a) Ten percent (10%) of the dwelling units at the Site shall be made available as rental units at affordable prices to renters (whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development) in perpetuity or the longest period allowed by law (the "Affordable Housing Units"), in accordance with the provisions of Section 650-26 of the Zoning Ordinance and this condition. The Affordable Housing Units shall comply with all requirements for inclusion in the Subsidized Housing Inventory ("SHI") of the Commonwealth of Massachusetts Executive Office of Housing and Livable Communities ("EOHLC"). Prior to obtaining a certificate of occupancy for any unit within the Use, the Applicant, in coordination with the City and its Community Development Authority, shall file all required submissions to EOHLC for inclusion of the Affordable Housing Units on the SHI and shall diligently take all actions necessary to include the Affordable Housing Units on the SHI, including without limitation, preparing and executing a regulatory agreement and declaration of restrictive covenants and/or any other restrictive instrument necessary to ensure compliance with said Zoning Ordinance and this condition, a marketing plan, and all other required documentation. All costs associated with complying with this condition, including but not limited to, the EOHLC process, recording of all documents with the registry of deeds, and the marketing plan for the Affordable Units shall be borne by the Applicant.

- (b) In lieu of requiring that fifteen percent (15%) of the dwelling units at the Site be made available at affordable prices to renters, the Applicant shall provide a payment to the City of \$50,000 per affordable dwelling unit that would have been otherwise required under Section 650-26 of the Zoning Ordinance. For Phase 3 of the Use, the number of applicable units is 12, for a total payment of \$600,000. For Phase 4 of the Use, the number of applicable units is 12, for a total payment of \$600,000. The payment for Phase 3 required by this condition shall be made prior to the issuance of a building permit for Phase 3, and the payment for Phase 4 shall be made prior to the issuance of a building permit for Phase 4, and the payments shall be deposited into the West Side Fire Station Stabilization Account 83600-32900.
6. Green District Boulevard Relocation. As part of Site Plan Review, the Applicant shall provide revised plans showing a relocation of Green District Boulevard in the vicinity of Phase 3 to reduce impacts on wetland buffer zone areas, and as part of that relocation the Applicant shall evaluate the viability of parking decks in Phase 3 to further reduce impacts on wetland buffer zone areas and shall provide an updated fire apparatus access analysis.
 7. Crosswalk Installation. Not later than the issuance of a final certificate of occupancy for Phase 4 of the Use, the Applicant shall have a crosswalk installed across Simarano Drive, connecting to the sidewalk along Cedar Hill Street. The crosswalk work shall include ADA-compliant wheelchair ramps and pedestrian signals that are integrated into the existing traffic signal equipment.
 8. Drainage Assessment. As part of Site Plan Review, the Applicant shall conduct an assessment of existing drainage issues along the property line between Phase 4 and Cedar Hill Street and incorporate such assessment into the Site's overall site stormwater management design.
 9. Green Design. The Applicant shall utilize best practices to design energy-efficient buildings and shall design buildings and accessory structures to accommodate accessory solar energy facilities and/or other technologies. The Applicant shall use best efforts to provide all-electric utilities contingent upon the utility company being able to commit to such service during the project's ordinary construction timeline.
 10. Parking Data. As part of Site Plan Review, the Applicant shall provide up-to-date parking data from Phase 1 of the Site (such as the number of units currently occupied and the average number of parking spaces being utilized per day), to assist the City Council with the review of Phase 3 and Phase 4.
 11. Conservation Commission Approval. The Applicant shall obtain and comply with an Order of Conditions from the City's Conservation Commission.
 12. Compliance with Applicable Laws. The Applicant 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.

13. Recording of Decision. In accordance with the provisions of Massachusetts General Laws, Chapter 40A, Section 11, the Applicant, at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and 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's office, the Building Department, and the City Solicitor's office.

Yea: 9 – Nay: 2

Yea: Wagner, Doucette, Dumais, Brown, Navin, Landers, Ossing, Perlman, & Robey.

Nay: Oram & Irish.

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 11:08 PM; adopted.



City of Marlborough
Office of the City Council

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 2023 NOV -9 AM 7:35
 Michael H. Ossing
 PRESIDENT

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

November 8, 2023

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

Reference: Appointment to the OPEB Board of Trustees

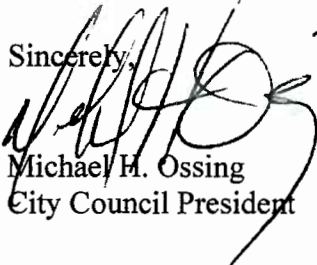
Dear Honorable Councilors:

In accordance with City Council Order 13-10005335C, I am reappointing Michael Ossing as a member of the OPEB Board of Trustees.

This will be the fourth appointment after first being appointed by former City Council President Pope and former President Clancy. With a new administration and new Comptroller, I will do my best to guide the OPEB members to ensure the City continues to make progress in funding the OPEB liability.

I will entertain a motion to accept and place on file the reappointment of Councilor Ossing to the OPEB Board of Trustees for a term of two years.

Sincerely,


 Michael H. Ossing
 City Council President



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 NOV -9 AM 11:52

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

Jailyn Bratica
EXECUTIVE ADMINISTRATOR

November 9, 2023

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

Re: Grants acceptance for the Human Resource Department

Honorable President Ossing and Councilors,

Enclosed for your acceptance are two grants from the Executive Office for Administration and Finance as follows:

- 1) \$60,000.00 to conduct a formal wage and classification plan as outlined in the enclosed material.
- 2) \$8,700.00 to conduct an organizational review and analysis of current processes and procedures of HR ensuring that the best processes are in place with an appropriate level of staffing.

I would like to thank Senior Deputy Commissioner Sean Cronin at the Department of Revenue for his continued support to our community and Human Resource Director John Harmon who we've been working with for several months to secure this funding for these two projects.

If you have any questions, please contact HR Director John Harmon.

Sincerely,

Mayor Arthur G. Vigeant
Mayor

Enclosures



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
STATE HOUSE • BOSTON, MA 02133
(617) 725-4000



MAURA T. HEALEY
GOVERNOR

October 10, 2023

KIMBERLEY DRISCOLL
LIEUTENANT GOVERNOR

Arthur Vigeant, Mayor
140 Main St.
Marlborough, MA 01752

Dear Mayor Vigeant:

I am writing to congratulate you and your colleagues in Marlborough on entering into a third Community Compact agreement. Both Governor Healey and I understand that in order to have a thriving Commonwealth, we need thriving cities and towns. And as you know, Community Compacts enhance our shared commitment to provide more efficient, professional, and responsive services.

We are excited to continue to partner with you to implement your chosen best practice(s), as noted below:

- *Best Practice #1: Develop Employee Policies and Procedures*
- *Best Practice #2: Develop a formal Wage and Classification Plan*

Governor Healey and I appreciate Marlborough participating in the Community Compact program and we look forward to continuing our strong partnership to improve services at the local level.

Sincerely,

Kimberley Driscoll
Lieutenant Governor

cc: Sean Cronin, Senior Deputy Commissioner of Local Services
Juan Gallego, Assistant Deputy Chief of Staff to the Lieutenant Governor

CITY OF MARLBOROUGH NOTICE OF GRANT AWARD

DEPARTMENT: Human Resources DATE: 11/9/2023

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: John Harmon

NAME OF GRANT: Formal Wage & Classification Plan

GRANTOR: Executive Office for Administration & Finance

GRANT AMOUNT: \$60,000

GRANT PERIOD: 11/2/23-10/31/25

SCOPE OF GRANT/
ITEMS FUNDED The project will fund developing a
formal wage and classification plan
covering 120 titles

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: 11/27/2023

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Marlborough (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4,T&C): 140 Main St., Marlborough, MA 01752		Business Mailing Address:	
Contract Manager: John Harmon		Billing Address (if different):	
E-Mail: jharmon@marlborough-ma.gov		Contract Manager: Jennifer McAllister	
Phone: (508) 460-3705	Fax:	E-Mail: mcallister@dor.state.ma.us	
Contractor Vendor Code: VC6000192112		Phone: 617-626-3838	Fax:
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for <u>EFT</u> payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/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"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract:</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended). \$ <u>60,000</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days—% PPD; Payment issued within 15 days—% PPD; Payment issued within 20 days—% PPD; Payment issued within 30 days—% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L.c. 29, § 23A); <input type="checkbox"/> 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.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026, to the City of Marlborough for the costs associated with: developing a formal Wage and Classification Plan.			
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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>two (2) years from the signing date of the contract</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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the instructions and Contractor Certifications, 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 801CMR 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>11/1/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur G. Vigeant</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>11-2-2023</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



3-5

INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

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

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

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

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

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

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

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

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

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

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc IDs.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the CONTRACT AMENDMENT section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "eemarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

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

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

CERTIFICATIONS AND EXECUTION

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

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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



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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

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

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

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

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

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

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

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12,101, et seq., the Rehabilitation Act, 29 USC c. 16 s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sc. II, Part II, s. 255 (Telecommunication Act); Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation



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shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker.

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information.

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

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the City of Marlborough [“Grantee”] acting through its Mayor.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$60,000 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the City Marlborough for the costs associated with: developing a formal Wage and Classification Plan [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the City of Marlborough is for the costs associated with: developing a formal Wage and Classification Plan.

The funds will allow the town to work with a consultant to review its classification and compensation system for approximately 120 titles in order to ensure position descriptions and compensation schedules are accurate and fair.

*****All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$60,000** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii) legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

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Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :

CONTRACTOR VENDOR/CUSTOMER CODE:

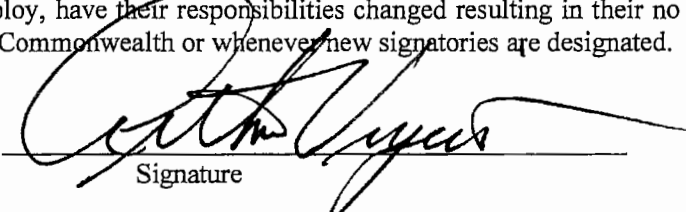
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
John Harmon	Human Resources Director

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: 11/1/23

Title: Mayor

Telephone: 508-460-3770

Fax:

Email: Mayor@Marlborough-ma.gov

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

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

Issued May
2004

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

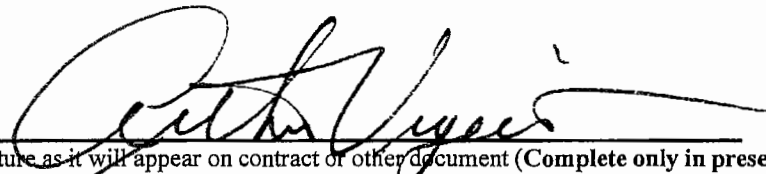
PROOF OF AUTHENTICATION OF SIGNATURE

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

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

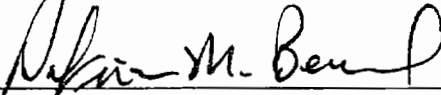
Signatory's full legal name (print or type):

Title:

X 

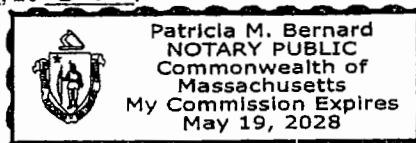
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

November 1, 20 23.

My commission expires on:



AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY:

(signature)

Print Name: Arthur G. Vigeant

Title: Mayor

Date:

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: City of Marlborough

Doing Business As: Name (If Different):

Tax Identification Number: 046001399

Address: 140 Main Street, Marlborough, MA 01752

Telephone: 508-460-3770

FAX:

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A ~~Request~~ for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Human Resources DATE: 11/9/2023

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: John Harmon

NAME OF GRANT: HR Assessment

GRANTOR: Executive Office for Administration & Finance

GRANT AMOUNT: \$8,700

GRANT PERIOD: 11/2/23-10/31/25

SCOPE OF GRANT/
ITEMS FUNDED The project will fund a full assessment of the HR department's processes and
procedures ensuring that best practices are in place and staffing levels are adequate

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: 11/27/2023

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Marlborough (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4, T&C): 140 Main St., Marlborough, MA 01752		Business Mailing Address:	
Contract Manager: John Harmon		Billing Address (if different):	
E-Mail: jharmon@marlborough-ma.gov		Contract Manager: Jennifer McAllister	
Phone: (508) 460-3705	Fax:	E-Mail: mcallister@dor.state.ma.us	
Contractor Vendor Code: VC6000192112		Phone: 617-626-3838	Fax:
Vendor Code Address ID (e.g. "AD001"): (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/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"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input type="checkbox"/> X Commonwealth Terms and Conditions <input type="checkbox"/> 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. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>8,700</u> .			
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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
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.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 126 of the Acts of 2022, Section 2B, item 1599-0026, to the City of Marlborough for the costs associated with: developing Employee Policies and Procedures.			
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 <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>two (2) years from the signing date of the contract</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 makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the Instructions and Contractor Certifications, 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>[Signature]</u> Date: <u>4/1/23</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur G. Vigeant</u> Print Title: <u>Mayor, City of Marlborough</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>11-2-2023</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

CONTRACTOR LEGAL NAME (AND D/B/A): Enter the Full Legal Name of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

Contractor Legal Address: Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099! table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

Contractor Contract Manager: Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

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

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

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

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

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

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

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

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

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

MMARS Document ID(s): Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

RFR/Procurement or Other ID Number or Name: Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

NEW CONTRACTS (left side of Form):

Complete this section ONLY if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract,

and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

AMENDMENT TYPE: Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. Amendment to Scope or Budget. Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

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

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

Legislative/Legal or Other: Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly posted.

COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

CONTRACT END DATE

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

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

CERTIFICATIONS AND EXECUTION

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

Authorizing Signature for Contractor/Date: The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. Rubber stamps, typed or other images are not acceptable. Proof of Contractor signature authorization on a Contractor Authorized Signatory Listing may be required by the Department if not already on file.

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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



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expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under 950 C.M.R. 32.00.

Debarment. The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, Executive Order 147; G.L. c. 29, s. 29F; G.L. c. 30, § 39R; G.L. c. 149, § 27C; G.L. c. 149, § 44C; G.L. c. 149, § 148B and G.L. c. 152, s. 25C.

Applicable Laws. The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable Massachusetts General Laws; the Official Code of Massachusetts Regulations; Code of Massachusetts Regulations (unofficial); 801 CMR 21.00 (Procurement of Commodity and Service Procurements, including Human and Social Services); 815 CMR 2.00 (Grants and Subsidies); 808 CMR 1.00 (Compliance, Reporting and Auditing for Human And Social Services); AICPA Standards; confidentiality of Department records under G.L. c. 66A; and the Massachusetts Constitution Article XVIII if applicable.

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

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

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

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

Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts. The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during

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

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

Employer Requirements. Contractors that are employers certify compliance with applicable state and federal employment laws or regulations, including but not limited to G.L. c. 5, s. 1 (Prevailing Wages for Printing and Distribution of Public Documents); G.L. c. 7, s. 22 (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); minimum wages and prevailing wage programs and payments; unemployment insurance and contributions; workers' compensation and insurance, child labor laws, AGO fair labor practices; G.L. c. 149 (Labor and Industries); G.L. c. 150A (Labor Relations); G.L. c. 151 and 455 CMR 2.00 (Minimum Fair Wages); G.L. c. 151A (Employment and Training); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); G.L. c. 152 (Workers' Compensation); G.L. c. 153 (Liability for Injuries); 29 USC c. 8 (Federal Fair Labor Standards); 29 USC c. 28 and the Federal Family and Medical Leave Act.

Federal And State Laws And Regulations Prohibiting Discrimination including but not limited to the Federal Equal Employment Opportunity (EEO) Laws the Americans with Disabilities Act; 42 U.S.C. Sec. 12101, et seq., the Rehabilitation Act, 29 USC c. 16, s. 794; 29 USC c. 16, s. 701; 29 USC c. 14, 623; the 42 USC c. 45; (Federal Fair Housing Act); G.L. c. 151B (Unlawful Discrimination); G.L. c. 151E (Business Discrimination); the Public Accommodations Law G.L. c. 272, s. 92A; G.L. c. 272, s. 98 and 98A, Massachusetts Constitution Article CXIV and G.L. c. 93, s. 103; 47 USC c. 5, sec. II, Part II, s. 255 (Telecommunication Act; Chapter 149, Section 105D, G.L. c. 151C, G.L. c. 272, Section 92A, Section 98 and Section 98A, and G.L. c. 111, Section 199A, and Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities, and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also MCAD and MCAD links and Resources.

Small Business Purchasing Program (SBPP). A Contractor may be eligible to participate in the SBPP, created pursuant to Executive Order 523, if qualified through the SBPP COMMBUYS subscription process at: www.commbuys.com and with acceptance of the terms of the SBPP participation agreement.

Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized). The Information Technology Mandatory Specifications and the IT Acquisition Accessibility Contract Language are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the Expenditure Classification Handbook or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term "other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation



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shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

Northern Ireland Certification. Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

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

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

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

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

EXECUTIVE ORDERS

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

Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts. For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

Executive Order 130. Anti-Boycott. The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

Executive Order 346. Hiring of State Employees By State Contractors Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

Executive Order 444. Disclosure of Family Relationships With Other State Employees. Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

Executive Order 504. Regarding the Security and Confidentiality of Personal Information.

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

GRANT AGREEMENT

This Grant Agreement (“Agreement”) is made by and between the Commonwealth of Massachusetts, acting by and through the Department of Revenue Senior Deputy Commissioner for Local Services on behalf of the Secretary of the Executive Office for Administration and Finance (EOAF) and the City of Marlborough [“Grantee”] acting through its Mayor.

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$8,700 authorized under Chapter 126 of the Acts of 2022, Section 2B, Item 1599-0026 [“Act”] to the City Marlborough for the costs associated with: developing Employee Policies and Procedures [“Project”].

EOAF agrees to make the funds [“EOAF Grant”] available to the Grantee for the Project, subject to the terms and conditions set forth in this Agreement and in compliance with all applicable state laws and regulations governing the disbursement and expenditure of state funds.

The Grantee shall exercise complete management and oversight responsibility of the Project and agrees that the Commonwealth’s provision of state funding under this Agreement shall not in any way be construed as assuming responsibility or liability for the completed Project by the Commonwealth.

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the City of Marlborough is for the costs associated with: developing Employee Policies and Procedures.

The funds will allow the town to work with a consultant to conduct an organizational review and analysis of current processes and procedures of HR to insure that best practices are in place and that staffing is in accordance with municipal standards.

*****All project SCOPEs must provide a deliverable document suitable for public consumption on the Mass.gov website, in addition to other relevant project documentation, that may contain sensitive content.**

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 126 of the Acts of 2022, Section 2B Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$8,700** will be disbursed to the Grantee within 45 days of execution of the grant contract.

Grantee report must be received by EOAF no later than two (2) years from the signing date of the contract.

2.2 It is understood and agreed that the grant provided under this Agreement shall be used solely to pay for expenses associated with the Project. Expenses relating to project administration and management shall be assumed by the Grantee, including without limitation: (i) salaries and wages of Grantee staff; (ii) legal fees; (iii) travel, meal and entertainment expenses; (iv) overhead and supplies; (v) project costs incurred prior to the execution and subsequent to termination of this Agreement; and (vi) costs of any other service or activity not related to the Project.

2.3 The Grantee shall keep detailed records of all activities associated with the Project, including without limitation all disbursements made pursuant to this Agreement. EOAF shall have the right to examine all records kept by the Grantee related to the Project.

2.4 The Grantee shall be responsible for any cost overruns that occur during implementation of the Project.

2.5 The grant funds must be spent by no later than two (2) years from the signing date of the contract. Grantee will forfeit any remaining award unused after no later than two (2) years from the signing date of the contract. The Executive Office for Administration and Finance shall give due consideration to any extenuating circumstances presented in writing by the applicant and may waive this restriction at its discretion.

SECTION 3. REPORTING

3.1 Once the Project is completed, the Grantee shall furnish to EOAF, in addition to a report certifying project completion, the following documentation: (i) copies of all permits and approvals issued in connection with the Project, unless this information was previously supplied; (ii) any outstanding vendors' invoices, certified payment vouchers, cancelled checks or other documentation verifying actual expenditures in connection with the Project; (iii) documentation evidencing commitment of funds to the Project from sources other than EOAF, including documentation associated with the issuance of bonds or notes to finance the cost of the Project; (iv) a certificate of occupancy of the Project or portions of the Project as applicable by law; and (v) a statement from the Grantee certifying to the best of his or her knowledge that the Project was undertaken in conformance with all applicable laws, rules and regulations.

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

4.1 The Grantee and its consultants and contractors shall comply with any and all federal, state and local laws, rules and regulations, orders or requirements that apply to the Project, including but not limited to: (i) Executive Order 478 relating to nondiscrimination, diversity, equal opportunity and affirmative action in hiring and employment practices; (ii) the State Prevailing Wage Law (MGL. Ch.149, Sections 26 to 27H); Title VI of the Civil Rights Acts of 1964, as amended; (iii) Environmental Impact Requirements (MGL. Ch.30, Sections 61 to 62I); and (iv) Historic Preservation Requirements (MGL. Ch.9, Sections 26 to 28) and applicable regulations.

4.2 This Agreement shall in no way relieve the Grantee from the full force and application of any laws, rules, regulations and orders or requirements.

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

5.1 No officer, servant, agent, or employee of the Grantee has participated or will participate in any decision relating to the development and implementation of the Project that affects directly or indirectly his/her personal interest or the interest of any corporation, partnership or proprietorship with which her/she is directly or indirectly affiliated. Furthermore, no officer, servant, agent or employee of the Grantee shall have any interest directly or indirectly in any contract in connection with the Project or shall in any way violate M.G.L. Chapter 268A.

SECTION 6. AMENDMENTS

6.1 No amendment to this Agreement or any significant modification of the scope of the Project funded under this Agreement shall be made by the Grantee without the prior written approval of EOAF.

SECTION 7. SEVERABILITY OF PROVISIONS

7.1 If any provision of this Agreement is held invalid by any court of competent jurisdiction, the remaining provisions shall not be affected thereby, and all other parts of the Agreement shall remain in full force and effect.

#####

Issued May

2004



COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

CONTRACTOR LEGAL NAME :**CONTRACTOR VENDOR/CUSTOMER CODE:**

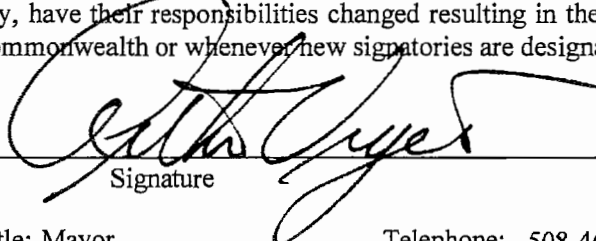
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
John Harmon	Human Resources Director

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: 11/1/23

Title: Mayor

Telephone: 508-460-3770

Fax:

Email: mayre@marlborough-ma.gov

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

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

COMMONWEALTH OF MASSACHUSETTS

CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

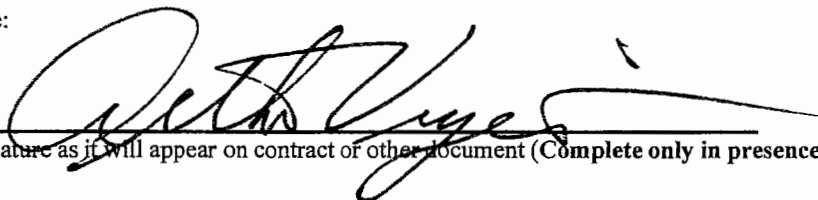
PROOF OF AUTHENTICATION OF SIGNATURE

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

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

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

Title:

X 

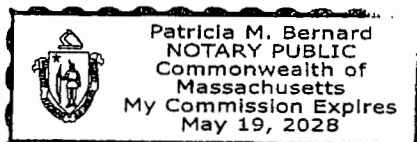
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

November 1, 20 23

My commission expires on:



AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

This Commonwealth Terms and Conditions form is jointly issued by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) for use by all Commonwealth of Massachusetts ("State") Departments and Contractors. ***Any changes or electronic alterations by either the Department or the Contractor to the official version of this form, as jointly published by ANF, CTR and OSD, shall be void.*** Upon execution of these Commonwealth Terms and Conditions by the Contractor and filing as prescribed by the Office of the Comptroller, these Commonwealth Terms and Conditions will be incorporated by reference into any Contract for Commodities and Services executed by the Contractor and any State Department, in the absence of a superseding law or regulation requiring a different Contract form. Performance shall include services rendered, obligations due, costs incurred, commodities and deliverables provided and accepted by the Department, programs provided or other commitments authorized under a Contract. A deliverable shall include any tangible product to be delivered as an element of performance under a Contract. The Commonwealth is entitled to ownership and possession of all deliverables purchased or developed with State funds. Contract shall mean the Standard Contract Form issued jointly by ANF, CTR and OSD.

1. **Contract Effective Start Date.** Notwithstanding verbal or other representations by the parties, or an earlier start date indicated in a Contract, the effective start date of performance under a Contract shall be the date a Contract has been executed by an authorized signatory of the Contractor, the Department, a later date specified in the Contract or the date of any approvals required by law or regulation, whichever is later.

2. **Payments And Compensation.** The Contractor shall only be compensated for performance delivered and accepted by the Department in accordance with the specific terms and conditions of a Contract. All Contract payments are subject to appropriation pursuant to M.G.L. C. 29, §26, or the availability of sufficient non-appropriated funds for the purposes of a Contract, and shall be subject to intercept pursuant to M.G.L. C. 7A, §3 and 815 CMR 9.00. Overpayments shall be reimbursed by the Contractor or may be offset by the Department from future payments in accordance with state finance law. Acceptance by the Contractor of any payment or partial payment, without any written objection by the Contractor, shall in each instance operate as a release and discharge of the State from all claims, liabilities or other obligations relating to the performance of a Contract.

3. **Contractor Payment Mechanism.** All Contractors will be paid using the Payment Voucher System unless a different payment mechanism is required. The Contractor shall timely submit invoices (Payment Vouchers - Form PV) and supporting documentation as prescribed in a Contract. The Department shall review and return rejected invoices within fifteen (15) days of receipt with a written explanation for rejection. Payments shall be made in accordance with the bill paying policy issued by the Office of the Comptroller and 815 CMR 4.00, provided that payment periods listed in a Contract of less than forty-five (45) days from the date of receipt of an invoice shall be effective only to enable a Department to take advantage of early payment incentives and shall not subject any payment made within the forty-five (45) day period to a penalty. The Contractor Payroll System, shall be used only for "Individual Contractors" who have been determined to be "Contract Employees" as a result of the Department's completion of an Internal Revenue Service SS-8 form in accordance with the Omnibus Budget Reconciliation Act (OBRA) 1990, and shall automatically process all state and federal mandated payroll, tax and retirement deductions.

4. **Contract Termination Or Suspension.** A Contract shall terminate on the date specified in a Contract, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated or suspended under this Section upon prior written notice to the Contractor. The Department may terminate a Contract without cause and without penalty, or may terminate or suspend a Contract if the Contractor breaches any material term or condition or fails to perform or fulfill any material obligation required by a Contract, or in the event of an elimination of an appropriation or availability of sufficient funds for the purposes of a Contract, or in the event of an unforeseen public emergency mandating immediate Department action. Upon immediate notification to the other party, neither the Department nor the Contractor shall be deemed to be in breach for failure or delay in performance due to Acts of God or other causes factually beyond their control and without their fault or negligence.

Subcontractor failure to perform or price increases due to market fluctuations or product availability will not be deemed factually beyond the Contractor's control.

5. **Written Notice.** Any notice shall be deemed delivered and received when submitted in writing in person or when delivered by any other appropriate method evidencing actual receipt by the Department or the Contractor. Any written notice of termination or suspension delivered to the Contractor shall state the effective date and period of the notice, the reasons for the termination or suspension, if applicable, any alleged breach or failure to perform, a reasonable period to cure any alleged breach or failure to perform, if applicable, and any instructions or restrictions concerning allowable activities, costs or expenditures by the Contractor during the notice period.

6. **Confidentiality.** The Contractor shall comply with M.G.L. C. 66A if the Contractor becomes a "holder" of "personal data". The Contractor shall also protect the physical security and restrict any access to personal or other Department data in the Contractor's possession, or used by the Contractor in the performance of a Contract, which shall include, but is not limited to the Department's public records, documents, files, software, equipment or systems.

7. **Record-keeping And Retention, Inspection Of Records.** The Contractor shall maintain records, books, files and other data as specified in a Contract and in such detail as shall properly substantiate claims for payment under a Contract, for a minimum retention period of seven (7) years beginning on the first day after the final payment under a Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving a Contract. The Department shall have access, as well as any parties identified under Executive Order 195, during the Contractor's regular business hours and upon reasonable prior notice, to such records, including on-site reviews and reproduction of such records at a reasonable expense.

8. **Assignment.** The Contractor may not assign or delegate, in whole or in part, or otherwise transfer any liability, responsibility, obligation, duty or interest under a Contract, with the exception that the Contractor shall be authorized to assign present and prospective claims for money due to the Contractor pursuant to a Contract in accordance with M.G.L. C. 106, §9-318. The Contractor must provide sufficient notice of assignment and supporting documentation to enable the Department to verify and implement the assignment. Payments to third party assignees will be processed as if such payments were being made directly to the Contractor and these payments will be subject to intercept, offset, counter claims or any other Department rights which are available to the Department or the State against the Contractor.

9. **Subcontracting By Contractor.** Any subcontract entered into by the Contractor for the purposes of fulfilling the obligations under a Contract must be in writing, authorized in advance by the Department and shall be consistent with and subject to the provisions of these Commonwealth Terms and Conditions and a Contract. Subcontracts will not relieve or discharge the Contractor from any duty, obligation, responsibility or liability arising under a Contract. The Department is entitled to copies of all subcontracts and shall not be bound by any provisions contained in a subcontract to which it is not a party.

10. **Affirmative Action, Non-Discrimination In Hiring And Employment.** The Contractor shall comply with all federal and state laws, rules and regulations promoting fair employment practices or prohibiting employment discrimination and unfair labor practices and shall not discriminate in the hiring of any applicant for employment nor shall any qualified employee be demoted, discharged or otherwise subject to discrimination in the tenure, position, promotional opportunities, wages, benefits or terms and conditions of their employment because of race, color, national origin, ancestry, age, sex, religion, disability, handicap, sexual orientation or for exercising any rights afforded by law. The Contractor commits to purchasing supplies and services from certified minority or women-owned businesses, small businesses or businesses owned by socially or economically disadvantaged persons or persons with disabilities.

11. **Indemnification.** Unless otherwise exempted by law, the Contractor shall indemnify and hold harmless the State, including the Department, its agents, officers and employees against any and all claims, liabilities and costs for any personal injury or property damages, patent or copyright infringement or other damages that the State may sustain which arise out of or in connection with the Contractor's performance of a Contract, including but not limited to the negligence, reckless or intentional conduct of the Contractor, its agents, officers, employees or subcontractors. The Contractor shall at no time be



COMMONWEALTH TERMS AND CONDITIONS

considered an agent or representative of the Department or the State. After prompt notification of a claim by the State, the Contractor shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment.

The State shall not be liable for any costs incurred by the Contractor arising under this paragraph. Any indemnification of the Contractor shall be subject to appropriation and applicable law.

12. Waivers. Forbearance or indulgence in any form or manner by a party shall not be construed as a waiver, nor in any way limit the legal or equitable remedies available to that party. No waiver by either party of any default or breach shall constitute a waiver of any subsequent default or breach.

13. Risk Of Loss. The Contractor shall bear the risk of loss for any Contractor materials used for a Contract and for all deliverables, Department personal or other data which is in the possession of the Contractor or used by the Contractor in the performance of a Contract until possession, ownership and full legal title to the deliverables are transferred to and accepted by the Department.

14. Forum, Choice of Law And Mediation. Any actions arising out of a Contract shall be governed by the laws of Massachusetts, and shall be brought and maintained in a State or federal court in Massachusetts which shall have exclusive jurisdiction thereof. The Department, with the approval of the Attorney General's Office, and the Contractor may agree to voluntary mediation through the Massachusetts Office of Dispute Resolution (MODR) of any Contract dispute and will share the costs of such mediation. No legal or equitable rights of the parties shall be limited by this Section.

15. Contract Boilerplate Interpretation, Severability, Conflicts With Law, Integration. Any amendment or attachment to any Contract which contains

conflicting language or has the affect of a deleting, replacing or modifying any printed language of these Commonwealth Terms and Conditions, as officially published by ANF, CTR and OSD, shall be interpreted as superseded by the official printed language. If any provision of a Contract is found to be superseded by state or federal law or regulation, in whole or in part, then both parties shall be relieved of all obligations under that provision only to the extent necessary to comply with the superseding law, provided however, that the remaining provisions of the Contract, or portions thereof, shall be enforced to the fullest extent permitted by law. All amendments must be executed by the parties in accordance with Section 1. of these Commonwealth Terms and Conditions and filed with the original record copy of a Contract as prescribed by CTR. The printed language of the Standard Contract Form, as officially published by ANF, CTR and OSD, which incorporates by reference these Commonwealth Terms and Conditions, shall supersede any conflicting verbal or written agreements relating to the performance of a Contract, or attached thereto, including contract forms, purchase orders or invoices of the Contractor. The order of priority of documents to interpret a Contract shall be as follows: the printed language of the Commonwealth Terms and Conditions, the Standard Contract Form, the Department's Request for Response (RFR) solicitation document and the Contractor's Response to the RFR solicitation, excluding any language stricken by a Department as unacceptable and including any negotiated terms and conditions allowable pursuant to law or regulation.

IN WITNESS WHEREOF, The Contractor certify under the pains and penalties of perjury that it shall comply with these Commonwealth Terms and Conditions for any applicable Contract executed with the Commonwealth as certified by their authorized signatory below:

CONTRACTOR AUTHORIZED SIGNATORY: _____

Print Name: Arthur G. Vigeant

Title: Mayor of Marlborough

Date: _____

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: City of Marlborough

Doing Business As: Name (If Different): _____

Tax Identification Number: 046001399

Address: 140 Main Street, Marlborough, MA 01752

Telephone: 508-460-3770

FAX: _____

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

A ~~Request~~ for Verification of Taxation Reporting Information" form (Massachusetts Substitute W-9 Format), that contains the Contractor's correct TIN, name and legal address information, must be on file with the Office of the Comptroller. If the Contractor has not previously filed this form with the Comptroller, or if the information contained on a previously filed form has changed, please fill out a W-9 form and return it attached to the executed COMMONWEALTH TERMS AND CONDITIONS.

If the Contractor is responding to a Request for Response (RFR), the COMMONWEALTH TERMS AND CONDITIONS must be submitted with the Response to RFR or as specified in the RFR. Otherwise, Departments or Contractors must timely submit the completed and properly executed COMMONWEALTH TERMS AND CONDITIONS (and the W-9 form if applicable) to the: **Payee and Payments Unit, Office of the Comptroller, 9th Floor, One Ashburton Place, Boston, MA 02108** in order to record the filing of this form on the MMARS Vendor File. Contractors are required to execute and file this form only once.



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 NOV -9 AM 11:52

Arthur G. Vigeant
MAYOR

Patricia 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

Jailyn Bratica
EXECUTIVE ADMINISTRATOR

November 9, 2023

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

Re: Public Safety & Security and Justice Programs grants acceptance

Honorable President Ossing and Councilors,

Enclosed for your acceptance are two grants as follows:

- 1) \$59,840.00 from the Executive Office of Public Safety and Security (EOPSS) office of Grants & Research made possible by the National Highway Traffic Safety Administration. The grant funding will be used for traffic enforcement measures focusing on impaired driving, speeding, distracted driving, and seatbelt safety.
- 2) \$16,906.00 from the Office of Justice Programs (OJP), U.S. Department of Justice's (DOJ) Edward Byrne Memorial Justice Assistance Grant. This grant funding will be used to replace outdated equipment as noted in Chief David Giorgi's enclosed letter.

I would like to thank the Commonwealth's EOPSS, NHTSA and the DOJ for their continued support for public safety.

If there are any questions regarding these grants, please contact Police Chief David Giorgi.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough

Police Department

355 Bolton Street, Marlborough, Massachusetts 01752
Tel. (508)-485-1212 Fax (508)-624-6938



David A. Giorgi
Chief of Police

October 20, 2023

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



Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$59,840.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security's (EOPSS) Office of Grants & Research (OGR). The award is part of the FFY 2024 Municipal Road Safety(MRS) grant program with funding made possible by the National Highway Traffic Safety Administration grant award administered by the OGR. The traffic enforcement measures are to focus on Winter Impaired Driving, Distracted Driving, Click It or Ticket(seatbelt violations), Speeding, and Summer Impaired Driving. These initiatives are to be performed over designated two-week periods between October 2023- September 2024. In addition, the grant funding allows for the purchase of additional traffic safety equipment.

Attached is a copy of the Notice of Grant Award letter and the grant approval letters. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to let me know.

Sincerely,

David A. Giorgi
Chief of Police

CITY OF MARLBOROUGH NOTICE OF GRANT AWARD

DEPARTMENT: Police DATE: 10/20/2023

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief of Police David A. Giorgi

NAME OF GRANT: FFY 2024 Municipal Road Safety(MRS) program grant

GRANTOR: Executive Office of Public Safety and Security/Office of Grants and Research

GRANT AMOUNT: \$59,840.00

GRANT PERIOD: Present - September 2024

SCOPE OF GRANT/
ITEMS FUNDED Traffic enforcement measures to focus on impaired driving, speeding, distracted driving and Click It or Ticket(seatbealt violations). Also, included will be the purchase of additional traffic safety equipment.

IS A POSITION BEING
CREATED: N/A

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

ARE MATCHING CITY
FUNDS REQUIRED? N/A

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:

N/A

ANY OTHER EXPOSURE TO CITY?
N/A

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: ASAP

**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**



OFFICE OF THE GOVERNOR
COMMONWEALTH OF MASSACHUSETTS
 STATE HOUSE BOSTON, MA 02133
 (617) 725-4000

MAURA T. HEALEY
 GOVERNOR

KIMBERLEY DRISCOLL
 LIEUTENANT GOVERNOR

October 16, 2023

Chief David Giorgi
 Marlborough Police Department
 355 Bolton Street
 Marlborough, Ma 01752

Dear Chief Giorgi,

Congratulations! We are pleased to inform you that the **Marlborough Police Department** has been awarded **\$59,840.00** in **National Highway Traffic Safety Administration** funds from the Office of Grants and Research (OGR) to support the ***Municipal Road Safety Program***.

Additional correspondence, including all the documents necessary to execute this grant award will be forthcoming. In the meantime, if you have any questions, please contact Ms. Kerrie Mahoney, OGR Program Coordinator at kerrie.l.mahoney@mass.gov.

Once again, congratulations and thank you for the work you do to keep Massachusetts roads safe for everyone.

Sincerely,

A handwritten signature in black ink, appearing to read "M. T. Healey", with a long, sweeping flourish extending from the end.

Governor Maura T. Healey

A handwritten signature in black ink, appearing to read "Kim Driscoll", with a stylized, cursive script.

Lt. Governor Kimberley Driscoll



The Commonwealth of Massachusetts
 Executive Office of Public Safety and Security
 Office of Grants and Research

35 Braintree Hill Office Park

Braintree, MA 02184

Tel: (617) 725-3301

Fax: (617) 725-0260

MAURA T. HEALEY
 Governor

TERRENCE M. REIDY
 Secretary

KIMBERLEY DRISCOLL
 Lieutenant Governor

KEVIN STANTON
 Executive Director

October 16, 2023

Chief David Giorgi
 Marlborough Police Department
 355 Bolton Street
 Marlborough, Ma 01752

Dear Chief Giorgi,

I am pleased to inform you that the **Marlborough Police Department** has been awarded **\$59,840.00** for its ***Municipal Road Safety Program***. The funding for this project was made possible by the National Highway Traffic Safety Administration.

All the necessary documents, including the Standard Contract Form, are enclosed. Please note your official start date will be the date that your returned contract is signed and dated by OGR. Costs incurred prior to the date the contract is fully executed by OGR will not be eligible for reimbursement.

If you or your staff have any questions, please feel free to contact Ms. Kerrie Mahoney, Program Coordinator, at kerrie.l.mahoney@mass.gov or 781-535-0066.

Congratulations on your award and we look forward to working with your department to improve traffic safety in Massachusetts.

Sincerely,

A handwritten signature in black ink, appearing to read 'K. Stanton'.

Kevin J. Stanton
 Executive Director

Enclosure



City of Marlborough

Police Department

355 Bolton Street, Marlborough, Massachusetts 01752
Tel. (508)-485-1212 Fax (508)-624-6938



David A. Giorgi
Chief of Police

October 20, 2023

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

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$16,906.00 from the Office of Justice Programs (OJP), United States Department of Justice (DOJ). The award is part of the Office of Justice Programs funding opportunity entitled *2023 BJA FY23 Edward Byrne Memorial Justice Assistance Grant(JAG) Program- Local Solicitation*. In recent years, our department has received this grant and we have used the funding to replace some of the department's Automated External Defibrillators(AEDs) as well as a Level IV ballistic shield to be deployed in active shooter situation. With the current grant funding, we intend to replace and update the optic sights on the department's patrol rifles. Currently, the mounted units on each patrol rifle are over 15 years old and are failing. The new sights are Holosun 530 series which are solar and turn on automatically when an officer moves the rifles.

Attached is a copy of the Notice of Grant Award letter, a copy of the award letter email from the United States Department of Justice(DOJ) to Lt. Daniel Campbell who submitted the grant application, and a copy of the equipment we plan to purchase. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to let me know.

Sincerely,

David A. Giorgi
Chief of Police

Award Letter

September 25, 2023

Dear Daniel Campbell,

On behalf of Attorney General Merrick B. Garland, it is my pleasure to inform you the Office of Justice Programs (OJP) has approved the application submitted by MARLBOROUGH, CITY OF for an award under the funding opportunity entitled 2023 BJA FY 23 Edward Byrne Memorial Justice Assistance Grant (JAG) Program - Local Solicitation. The approved award amount is \$16,906.

Review the Award Instrument below carefully and familiarize yourself with all conditions and requirements before accepting your award. The Award Instrument includes the Award Offer (Award Information, Project Information, Financial Information, and Award Conditions) and Award Acceptance. For COPS Office and OWW funding the Award Offer also includes any Other Award Documents.

Please note that award requirements include not only the conditions and limitations set forth in the Award Offer, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. These requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds). Therefore, all key staff should receive the award conditions, the assurances and certifications, and the application as approved by OJP, so that they understand the award requirements. Information on all pertinent award requirements also must be provided to any subrecipient of the award.

Should you accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Prior to accepting the award, your Entity Administrator must assign a Financial Manager, Grant Award Administrator, and Authorized Representative(s) in the Justice Grants System (JustGrants). The Entity Administrator will need to ensure the assigned Authorized Representative(s) is current and has the legal authority to accept awards and bind the entity to the award terms and conditions. To accept the award, the Authorized Representative(s) must accept all parts of the Award Offer in the Justice Grants System (JustGrants), including by executing the required declaration and certification, within 45 days from the award date.

To access your funds, you will need to enroll in the Automated Standard Application for Payments (ASAP) system, if you haven't already completed the enrollment process in ASAP. The Entity Administrator should have already received an email from ASAP to initiate this process.

Congratulations, and we look forward to working with you.

Maureen Henneberg
Deputy Assistant Attorney General

White Birch Armory
80 Industrial Park Drive
Dover, NH 03820
(603) 330-0146
receivables@wbarmory.com
wbarmory.com

**ADDRESS**

Marlborough Police Department
355 Bolton Street
Marlborough, MA 01752

SHIP TO

Marlborough Police Department
355 Bolton Street
Marlborough, MA 01752

Estimate 256**DATE 08/02/2023**

SHIP VIA
UPS

ACTIVITY	QTY	RATE	AMOUNT
HOLOSUN Enclosed Rifle Sight, 530 Series, Green Multi-Reticle, Titanium, Solar, Shake Awake (MPN: HE530C-GR LEM)	41	412.25	16,902.25

Shipping to Marlborough Police Department is included in the price. Lead time is approximately 90 days ARO. Terms are NET30. Invoices are due and payable-in-full 30 days after invoice date, unless otherwise explicitly approved in writing by White Birch Armory. Payments not received within 30 days will be subject to a 2% monthly (24% per annum) fee for past-due balances.

TOTAL**\$16,902.25**

Accepted By

Accepted Date



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 NOV -9 AM 11:52

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

Jailyn Bratica
EXECUTIVE ADMINISTRATOR

November 9, 2023

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

Re: Grants acceptance for the Marlborough Community Development Authority (MCDA)

Honorable President Ossing and Councilors,

Enclosed for your acceptance is a 2023 Community Development Block Grant in the amount of \$1,350,000.00 from the Executive Office of Housing and Livable Communities. Please note that our office hasn't sent any previous MCDA grants for acceptance since the MCDA has its own board approval process. After checking with the state, who also shared conflicting opinions, we decided it was prudent to have it formally accepted after Council President Ossing's inquiry.

This funding will be used for infrastructure upgrades and reconstruction of Windsor Street that includes ADA compatibility. Additionally, the MCDA will continue the Housing Rehabilitation Program as well as continued support to the Boys & Girls Clubs of MetroWest's Prevention through Positive Youth Development Programming. Additional information on the street project and programs is also enclosed.

I would like to take this opportunity to thank the Healey Driscoll Administration and Secretary Augustus for their continued support.

If you have any questions, please contact Executive Director Chad Carter.

Sincerely,


Mayor Arthur G. Vigeant
Mayor

Enclosures

CITY OF MARLBOROUGH NOTICE OF GRANT AWARD

DEPARTMENT: CDA DATE: 11/3/2023

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chad Carter

NAME OF GRANT: 2023 Community Development Block Grant

GRANTOR: Executive Office of Housing & Livable Communities

GRANT AMOUNT: \$1,350,000

GRANT PERIOD: 7/1/23-6/30/26

SCOPE OF GRANT/ ITEMS FUNDED	<u>Housing Rehab</u>	<u>\$305,000</u>
	<u>Public Facilities/Infrastructure</u>	<u>\$791,051</u>
	<u>Public Social Services</u>	<u>\$90,000</u>
	<u>General Admin</u>	<u>\$163,949</u>

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: _____

**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: City of Marlborough (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Housing and Livable Communities MMARS Department Code: OCD	
Legal Address: (W-9, W-4): 140 Main Street, Marlborough, MA 01752		Business Mailing Address: 100 Cambridge Street, Suite 300 Boston, MA 02114	
Contract Manager: Arthur Vigeant	Phone: 508-460-3770	Billing Address (if different): Same	
E-Mail: mayor@marlborough-ma.gov	Fax:	Contract Manager: Julissa Tarez	Phone: 617-573-1407
Contractor Vendor Code: VC6000192111		E-Mail: Julissa.tarez@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD 001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): SCOD32202452020000	
		RFR/Procurement or Other ID Number: DHCD2023-24	
<u>X</u> 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 checked="" 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 type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<u> </u> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: <u> </u> , 20 <u> </u> . Enter Amendment Amount: \$ <u> </u> . (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): <u>X</u> Commonwealth Terms and Conditions <u> </u> Commonwealth Terms and Conditions For Human and Social Services <u> </u> 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 new total if Contract is being amended). \$1,350,000			
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 <u> </u> % PPD; Payment issued within 15 days <u> </u> % PPD; Payment issued within 20 days <u> </u> % PPD; Payment issued within 30 days <u> </u> % PPD. If PPD percentages are left blank, identify reason: <u>X</u> agree to standard 45 day cycle <u> </u> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <u> </u> 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.) Housing rehab (6 units); Winthrop Street infrastructure improvements; social services (youth services)			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input 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 <u> </u> , 20 <u> </u> , 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 checked="" type="checkbox"/> 3. were incurred as of <u>7/01, 2023</u> , 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>6/30, 2026</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>Arthur Vigeant</u> , Date: <u>Sep 12, 2023</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: Arthur Vigeant Print Title: Mayor		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Caroline "Chris" Kluchman</u> , Date: <u>Sep 12, 2023</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: Caroline "Chris" Kluchman Print Title: Acting Director	

Settlement & Release Statement of Expenses

Contractor Legal Name: City of Marlborough

MMARS Doc ID: SCOCD322024520200000

Insert Start Date Here: 7/1/2023

Insert latest signature Date Here: Sep 12, 2023

List expenses with amounts and total: \$9,594.34
 Community Opportunities Group, Inc. - \$9,500.00
 Newspaper Ad for Public Hearing - \$94.34

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**CFDA Number 14.228****Assistance Listing Numbers:****B-22-DC-25-0001 and B-23-DC-25-0001****Federal Award Dates 09/23/22 and 07/05/23****CDF and ME****FEDERAL FISCAL YEARS 2022 and****2023**City of Marlborough GRANT # 00945**ATTACHMENT A – SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS****I. INTRODUCTION****A. Contract**

This Contract shall consist of the following documents:

- a. The Commonwealth Standard Contract Form
- b. The Commonwealth Standard Terms and Conditions
- c. Attachment A, Additional Terms and Conditions
- d. Attachment B, Approved Budget

B. Authority. The Commonwealth of Massachusetts, through its Executive Office of Housing and Livable Communities (EOHLC or the Executive Office), as successor agency to the Department of Housing and Community Development (Department or DHCD), and duly organized and existing pursuant to Massachusetts General Laws Chapter 23B, as amended by Chapter 7 of the Acts of 2023, has elected to receive Community Development Block Grant (CDBG) funds for distribution to units of general local government in the State's non-entitlement areas pursuant to Title I Section 106(a) of the Housing and Community Development Act of 1974, P.L. 93-383 subject to the regulations of the U.S. Department of Housing and Urban Development, 24 CFR Part 570, Subpart I. The grant which is the subject of this Contract is authorized by Title I of the Housing and Community Development Act of 1974 (42 U.S.C.5301 et seq.), including amendments contained in the Housing and Community Development Act of 1987, P.L. 100-242 and the Cranston-Gonzalez National Affordable Housing Act, P.L. 100-625.

C. Scope of Services. The Contractor agrees to perform the activities described in the Massachusetts CDBG grant application submitted on March 3, 2023, approved by the Executive Office ("Application"), as may be amended from time to time, to the extent authorized by the following paragraphs. Where the Contractor has received full funding for an activity, it must be carried out as described in the Application. Where a Contractor has received partial funding for an activity, that activity must be carried out as described in a revised activity description and management plan that must be submitted to the Executive Office for approval. Key personnel and qualifications shall conform to the functional descriptions in the Contractor's Management Plan included in the Application. Where the activities described in the Application are inconsistent with this Attachment A, Attachment A shall control. Any later change in activities shall be made only with the prior approval of the Executive Office. The approved activities funded herein are not for R&D purposes. The Contractor's approved budget is attached hereto and made a part hereof as Attachment B.

D. Period of Performance. Notwithstanding the "Termination Date" stated on page one of this Contract, the Contractor agrees that the activities funded herein shall be completed by June 30, 2025 and a final quarterly activities report filed by July 31, 2025 (see Section IV), unless the Executive Office grants an extension for completion of activities and filing of final reports. In no case may the extension date be later than the Termination Date.

II. MODIFICATIONS AND DEFINITIONS

A. Modifications. The Contract is hereby modified by adding the following, as approved by the Office of the Comptroller (references are to the Commonwealth "Terms and Conditions" that has been executed by the Contractor and has been or will be filed with the Office of the Comptroller).

1. Section 2. PAYMENTS AND COMPENSATION (Commonwealth Terms and Conditions)
"Federally authorized pre-contract costs (see 24 CFR 570.489(b)) shall be included in the

maximum obligation and identified in Attachment B – Approved Budget.”

2. Section 3. CONTRACTOR PAYMENT MECHANISM (Commonwealth Terms and Conditions) “For the purposes of this Contract, the parties shall follow the procedures outlined in the Massachusetts CDBG Program Operations Manual with regard to the processing and payment of invoices.”
3. Section 4. CONTRACT TERMINATION OR SUSPENSION (Commonwealth Terms and Conditions) “For the purposes of this Contract, the first clause of the second sentence shall be superseded by federal HUD regulations and directives which outline provisions for termination for convenience and for termination in whole or in part pursuant to 2 CFR § 200.340.”

B. Definitions.

1. **Project** means the activities described in the Application, any amendments or supplements thereto, and other such submittals required by this Contract, which are to be carried out to meet the objectives of the Massachusetts CDBG Program.
2. **Low- and Moderate-income** means household income which does not exceed 80% of the median income of the metropolitan area in which the household is located, or, if the community is not located in a metropolitan area, 80% of the median for the county or the median for the entire non-metropolitan area of the state, whichever is greater.

The terms “person of low- and moderate-income” and “low- and moderate-income persons” mean families and individuals whose incomes do not exceed 80% of the median income of the area involved as determined by the Secretary of Housing and Urban Development (HUD) with adjustments for smaller and larger families. The term “persons of low-income” means families and individuals whose incomes do not exceed 50% of the median income of the area, as determined by the Secretary of HUD with adjustments for smaller and larger families. The term “persons of moderate-income” means individuals and families whose incomes exceed 50% but do not exceed 80%, of the median income of the area involved as determined by the Secretary of HUD with adjustments for smaller and larger families. For purposes of such terms, the area involved shall be determined in the same manner as such area is determined for the purpose of assistance under Section 8 of the United States Housing Act of 1937.

3. **Affordability** means, in the case of rental housing, units which are affordable to and occupied by low- and moderate-income persons. Requirements for determining and maintaining affordable rent are set forth in Section VI of this ATTACHMENT A and the Massachusetts CDBG Program Operations Manual.

III. COMPLIANCE REQUIREMENTS

All activities authorized by this Contract shall be subject to and performed in accordance with the provisions of this Contract, Title I of the Housing and Community Development Act of 1974 as amended (42 U.S.C. 5301 et seq., hereinafter “the Act”), HUD regulations in 24 CFR Part 570 Subpart I and other federal law and regulations as specified therein, and any regulations, directives or guidelines as may be established by HUD and the Executive Office for the Massachusetts CDBG Program. The Contractor shall cause any subgrantees and contractors to comply with these requirements. EOHLC reserves the right to issue future administrative guidance, guidelines, list serves or other written memoranda or documents. The Contractor shall comply with all applicable guidelines, information memoranda, list serves, or other guidance the Executive Office may issue, amend, or supplement from time to time.

EOHLC reserves the right to suspend payments under this contract or to terminate this contract upon a finding by EOHLC, at its sole discretion 1) of any noncompliance, fraud, abuse, poor performance, misrepresentation, or extreme mismanagement, by the Contractor or its subcontractors; or 2) that the Contractor, or any of its subcontractors including any entities hired to perform grant management activities on its behalf, is unable to carry out its obligations under this Contract or its Application. Prohibited or unauthorized expenses may be subject to requests to refund such expenses to HUD. Further, in the event that EOHLC finds that a project’s budget is inadequate to fully implement any project as approved, EOHLC reserves the right to review and to

either require a change in project scope to make such project fundable or to otherwise recapture the project's funds. In addition, if excess funds remain unspent from an activity prior to the end of period of performance, either due to budgetary reasons or because of less demand for the activity than projected, the Contractor must return the funds upon EOHLC's demand, unless EOHLC otherwise approves reprogramming of the awarded funds.

The Contractor shall maintain and utilize systems and procedures to prevent, detect, and correct fraud, waste, and abuse in activities funded under this Contract. Pursuant to 45 CFR §75.113 (or 2 CFR §200.113 of the OMB Super Circular), the Contractor shall disclose to EOHLC, in a timely manner, in writing, all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the award. Failure to make the required disclosures may result in any of the remedies described in 45 CFR §75.371 (or 2 CFR §200.339 of the OMB Super Circular). Pursuant to 45 CFR §75.303 (or 2 CFR §200.303 of the OMB Super Circular), the Contractor certifies that it has established sufficient internal control policies to carry out its obligations hereunder.

All activities authorized by this Contract shall be conducted in accordance with all applicable laws, rules, regulations, ordinances, orders and requirements of the Commonwealth and the federal government including, but not limited to, the following:

A. Program Requirements.

1. Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.), and HUD regulations at **24 CFR Part 1**, which prohibit discrimination based on race, color, or national origin under any program or activity receiving federal financial assistance.

2. Title VIII of the Civil Rights Act of 1968 (42 U.S.C. 3601 et seq.), as amended by the Fair Housing Amendments of 1988 (known as the Fair Housing Act), which prohibits discrimination based on race, color, religion, sex, handicap, familial status, or national origin in the sale, rental, financing, or brokering of housing; and **Federal Executive Order 11063**, as amended by **Executive Order 12259**, and as implemented by regulations at **24 CFR Part 1**, which prohibits such discrimination in the sale or rental of property which has received federal financial assistance.

3. The Age Discrimination Act of 1975 (42 U.S.C. 6101 et seq.), which prohibits discrimination on the basis of age, and **Section 504 of the Rehabilitation Act of 1973** (29 U.S.C. 794), which prohibits discrimination based on handicap.

4. The Davis-Bacon Act (40 U.S.C. 276a - 276a-7), as supplemented by Department of Labor regulations at **29 CFR Part 5**, which provides that laborers and mechanics employed by the Contractor or subgrantees on construction projects (consisting of 8 or more units in the case of residential property) assisted under the Act shall be paid wages determined by the Secretary of Labor, provided that Davis Bacon shall not apply to "volunteers"; and the **Contract Work Hours and Safety Standards Act** (40 U.S.C. 327 et seq.), as supplemented by Department of Labor Regulations at **29 CFR Part 5**, which contains labor standards for work on contracts financed by federal grants; and the Department of Labor **"anti-kickback" regulations at 29 CFR Part 3**. The Contractor shall include these requirements in agreements with subgrantees.

5. The National Environmental Policy Act of 1969 (42 U.S.C. 4321 et seq.), and such other provisions of law which further the purposes of the National Environmental Policy Act as are specified in **24 CFR Part 58** (entitled "Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities.")

6. The Housing and Urban Development Act of 1968, Section 3 (12 U.S.C. 1701u), which requires that training and employment opportunities be made available to lower-income persons living in the community where a project assisted under the Act is located, and that contracting opportunities be made available to businesses located in or owned by persons living in such community. The Contractor shall include this requirement in agreements with subgrantees. Further Section 3 guidance can be found in "Notice CPD-21-09: Section 3 of the Housing and Urban Development Act of 1968, as Amended by the Housing and Community Development Act of 1992, Final Rule Requirements for CDBG, CDBG-CV, CDBG-DR, CDBG-MIT, NSP, Section 108, and RHP

Projects,” published August 24, 2021.

7. **The Lead Based Paint Poisoning Prevention Act (42 U.S.C. 4821-4846) and the Residential Lead-Based Paint Hazard Reduction Act of 1992 (42 U.S.C. 4851 et seq.)** as implemented by regulations at **24 CFR Part 35**, which establishes requirements to protect children from lead-based paint hazards in housing that is receiving federal financial assistance or is being sold by the government. **24 CFR Part 35** became effective on September 15, 2000.

8. Regulations at **24 CFR Part 44**, “Non-Federal Audit Requirements for State and Local Government.”

9. **The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 U.S.C. 4601 et seq.)** and regulations at **49 CFR Part 24**, and **Section 104 (d) of the Act** and regulations at **24 CFR 570.606 and 24 CFR Part 42 cited in 24 CFR 570.488**), which govern the acquisition of real property for activities assisted under the Act and which require the Contractor to adopt policies and plans designed to minimize displacement of residents and businesses, and to provide relocation benefits and assistance.

10. Department of Labor Regulations at **41 CFR Part 60-1**, implementing **Executive Order 11246**, which require the Contractor to adopt equal employment practices and cooperate with the Secretary of Labor in assuring compliance by subgrantees. The Contractor shall include this requirement in agreements with subgrantees. In addition, for all subcontracts which are nonexempt as defined in 41 CFR 60-1.5 (generally, subcontracts in excess of \$10,000), the Contractor shall include in the agreement the “equal opportunity clause” set forth in 41 CFR 60-1.4(b) for construction contracts, and in 41 CFR 60-1.4(a) for all other contracts.

11. **The Architectural Barriers Act of 1968 (42 U.S.C. 4151 et seq.)**, which requires certain federally assisted buildings to be constructed so as to be accessible to physically handicapped persons, and **The Americans with Disabilities Act of 1990 (42 U.S.C. 12101 et seq.)**, which prohibits discrimination against disabled individuals in private and public employment, public accommodations, public transportation, government services, and telecommunications. The Contractor shall include this requirement in agreements with subgrantees. **Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) as supplemented by HUD regulations at 24 CFR Part 4** which requires applicants to a state, or to a unit of local government, for assistance from HUD to make a number of disclosures. See specific requirements under “Special Conditions” and Exhibit A below.

12. **The Violence Against Women Act Reauthorization Act of 2022 (Pub. L. 117-103, Division W, 136 Stat. 49)** which reauthorizes and amends the Violence Against Women Act of 1994, as amended (Pub. L. 103-322, tit. IV, sec 40001-40703; 42 U.S.C. 13925 et seq.) and protects individuals who are survivors of domestic violence, dating violence, sexual assault, and stalking, regardless of sex, sexual orientation, or gender identity.

13. **Build America, Buy America Act (BABAA) Requirements under Title IX of the Infrastructure Investment and Jobs Act (“IIJA”)**, Pub. L. 177-58. Absent a waiver, and provided this project is receiving more than \$250,000 in total federal assistance, all iron and steel products used must be produced in the United States, as further outlined by the Office of Management and Budget’s Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure, April 18, 2022.

- B. **Administrative Requirements.** The Contractor shall comply with the provisions of 2 CFR Part 200, “Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards,” as required by 24 CFR §570.489. These include, but are not limited to, the requirements pertaining to Program Income located at 2 CFR §200.307, the requirements pertaining to Cash Management located at 2 CFR §200.305(b), and the requirements pertaining to Audits located at 2 CFR §§ 200.501 through 200.521.

The Contractor shall use its best efforts to ensure that it will not knowingly use Contract funds to

purchase, or enter into contracts to purchase, any equipment, services, or systems that use telecommunications equipment or services as a substantial or essential component of a system that is subject to 2 CFR § 200.216. In the event the Contractor identifies covered telecommunications equipment or services used as a substantial or essential component of any system, or as critical technology as part of any system that is subject to 2 CFR § 200.216, during Contract performance, the Contractor shall alert the Executive Office as soon as possible and shall provide information on any measures taken to prevent recurrence.

- C. **Massachusetts CDBG Program Operations Manual.** In implementing all activities authorized by this Contract, the Contractor shall use the provisions of the Massachusetts CDBG Program Operations Manual as a guidance document. In accordance with such manual, the Contractor shall comply with Massachusetts law for all procurements unless otherwise stated.
- D. **Political Activity Prohibited Under the Hatch Act.** None of the services to be provided by the Contractor shall be used for any partisan political activity or to further the election or defeat of any candidate for public office. The Contractor shall adhere to the provisions of the Hatch Act (5 U.S.C. 1501 et seq.) which limits political activities by employees whose principal employment is in connection with an activity which is financed in whole or in part by federal funds.
- E. Regulations at **41 CFR Part 60-250**, entitled "Affirmative Action Obligations of Contractors and Subcontractors for Disabled Veterans and Veterans of the Vietnam Era."
- F. **Conflict of Interest.** The Contractor shall adhere to the requirements of M.G.L. Chapter 268A and the HUD Conflict of Interest regulations at 24 CFR Part 570.489(h).
- G. **Domestic Preferences for Procurements.** Pursuant to 2 CFR §§ 200.322, the Contractor should, to the greatest extent practicable under this award and as appropriate and to the extent consistent with law, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States. The Contractor shall include this requirement in agreements with subgrantees, including all contracts and purchase orders for work or products under this award.
- H. **Special Conditions.**
 - 1. **Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or more.** Pursuant to Section 102 of the Department of Housing and Urban Development Reform Act of 1989 (42 U.S.C. 3545) and 24 CFR Part 4, the Contractor must complete and execute the Disclosure Form attached hereto in Exhibit A. Furthermore, updates must be filed with the Contractor's quarterly reports to reflect any changes. In any sub-recipient contracts, the Contractor shall require compliance with these disclosure provisions and provide the sub-recipient with a copy of the attached Disclosure Form.
 - 2. **Additional Certifications.** In addition to any other certifications submitted by the Contractor to the Executive Office, the Contractor, by execution of this Contract, certifies:
 - (a) That it shall adopt a policy of enforcing applicable state and local laws against physically barring entrance to or exit from a facility or location which is the subject of a nonviolent civil rights demonstration within its jurisdiction.
 - (b) That, in accordance with 24 CFR 570.487(b) and 24 CFR §5.166, it is taking action to affirmatively further fair housing.
 - 3. **Religious Organizations:**

If CDBG funds are being provided to primarily religious organizations, it must be in accordance with HUD's guidance on Participation in HUD Programs by **Faith-Based Organizations**; Providing for Equal Treatment of all HUD Program Participants, Final Rule, as published in the Federal Register (Vol. 68, No. 189) on September 30, 2003 on Pages 56396-56408, effective October 30, 2003.
 - 4. **Certain Relocation Projects:**

CDBG funds may not be used to assist in the relocation of an industrial or commercial plant, facility, or operation from one area to another if the relocation is likely to result in a significant loss of employment in the area from which the relocation occurs.

5. Changes of Use of Real Property:

Real property owned or controlled by units of local governments and improved with CDBG funds, may not have its use changed for a period of five years after the closeout of the grant that assisted the property unless the change of use is consistent with 24 CFR 570.489(j). Further, grantees will certify to EOHLCEOHLC on an annual basis that they are maintaining the original use of the building.

6. Program Income:

Contractor will track, report and utilize any and all program income generated through CDBG funded activities as described in Chapter 11 of the CDBG Operations Manual.

7. Photographic Documentation:

The Contractor shall submit photographs to the Executive Office of all construction projects assisted with CDBG funds, illustrating conditions prior to, during, and at completion of the project. Photographs are to be submitted at the time of final quarterly report.

8. Additional Special Conditions:

IV. REPORTING REQUIREMENTS

The Contractor shall monitor the performance of all activities undertaken pursuant to this Contract to assure compliance with this Contract and the implementation schedule is being met, consistent with the schedule submitted with the Application, or any changes thereto approved by the Executive Office.

- A. Quarterly Activity Reports.** In accordance with the requirements set forth in the Massachusetts CDBG Program Operations Manual, the Contractor must submit to the Executive Office electronic program reports at the end of each quarter of the program grant year using the Accounting/INTELLIGRANTS Grants Management System computer software (hereinafter "INTELLIGRANTS") found at the Executive Office's internet website. The required quarterly reports must be submitted in accordance with the schedule established by the Executive Office in the INTELLIGRANTS system for the grant received by the Contractor.

For purposes of filing the Final Quarterly Activity Report, please note that this report and other additional required information constitute the Close-Out Report as indicated in the Massachusetts CDBG Program Operations Manual. The Contractor shall conduct a review of all users accessing INTELLIGRANTS to determine the accuracy of user access designations. If necessary, the Contractor shall take action to change, revoke, or grant user access to reflect the appropriate designation.

- B. Audit.** Pursuant to 2 CFR §200.501, if the Contractor has expended \$750,000.00 or more during their fiscal year in Federal awards, the Contractor shall cause to be prepared an audit of any expenditure from funds received pursuant to this Contract. Said audit shall be performed by an independent entity, and shall be conducted in accordance with the procedures and requirements set forth in 2 CFR Part 200, subpart F which implements the Single Audit Act of 1996 (P.L. 104-156). The Executive Office may at any time cause an audit to be made for the purpose of detecting fraud, waste, or mismanagement by the Contractor or subgrantee in addition to those stated in other paragraphs. The Contractor's proportionate single audit cost under this Contract shall be deemed to be an eligible administrative expenditure of grant funds provided under this Contract if such costs are listed in the approved Budget.
- C. HUD 2516 Report.** In accordance with requirements set forth by HUD, the Contractor shall maintain data in INTELLIGRANTS for all contracts over \$10,000 for Minority-owned Business Enterprises

Contracts (construction and non-construction) and subcontracts for the period ending September 30. EOHLC will produce these reports and transmit to HUD directly on behalf of CDBG grantees.

- D. **Housing Activities Reporting.** For housing activities only, the Contractor shall submit to EOHLC, via INTELLIGRANTS or other method required by EOHLC, data required by EOHLC regulations at 760 CMR 61.00, promulgated pursuant to Chapter 334 of the Acts of 2006, and all applicable EOHLC directives, guidelines and forms as may be amended from time to time. The Contractor shall collect said data for the express purpose of reporting to EOHLC, and the collection and reporting of said data shall comply with said regulations, directives, guidelines and forms.

V. PRIOR APPROVAL BY THE EXECUTIVE OFFICE FOR CONTRACTUAL MANAGEMENT ASSISTANCE

A copy of the proposed contract for management assistance must be submitted to the Executive Office for approval prior to its execution for any program or activity contracted, in whole or in part, to an entity other than the unit of local government receiving funds (or any subordinate unit of that government). In addition to all required contractual obligations including federal requirements, such contract must include: a detailed scope of services; a listing of the actual accomplishments of the contract; and a timetable for all payments that will be made.

VI. OTHER PROGRAM REQUIREMENTS:

A. Management

Contractor will implement funded activities in accordance with the management plan contained in the approved Application unless modified by special condition(s). Contractor must hire, as employees, consultants or by administering agency contract, qualified personnel for each position included in the management plan and maintain the staffing levels, positions and functions specified in the plan throughout the period of performance of this Contract.

Any substantive change in the management plan requires prior written approval by the Executive Office. "Substantive" shall mean a change in the number of grant management staff positions, full-time equivalency(ies), or personnel at the management, professional or technical levels of the organization. Contractor is obligated to notify the Executive Office, in writing, of any such changes within ten (10) days of their occurrence and submit for approval an interim management plan, including a description of the process and expected timeframe for filling a vacancy.

The Executive Office reserves the right to review personnel hiring decisions for CDBG-funded grant management positions such as community development director or administrator, program manager or housing rehabilitation specialist; and to review selection of contractors for contracted grant management services such as consultants or organizations procured through a competitive process.

Failure to provide resumes of final candidates with ranking and selection criteria of professional positions prior to formally offering the candidate, consultant or organization, a position or contract may result in suspension of the grant.

B. Budget Amendments

Internal budget amendments that do not affect the total grant award shall be in accordance with the Massachusetts CDBG Program Operations Manual and the INTELLIGRANTS.

C. Cost Allocation Plans

A detailed cost allocation plan must be submitted to and approved by the Executive Office prior to its execution whenever the Contractor contracts for the management of any portion of its grant to the following types of organizations: regional planning agencies; local housing authorities; local redevelopment authorities; community development corporations; non-profit housing agencies

and other similar organizations.

D. Pre-Contract Costs

If the Contractor has been authorized by the Executive Office grant award letter to undertake certain activities and incur certain costs prior to the execution of this Contract, the Contractor warrants that it has undertaken only those activities and incurred only those costs so authorized and agrees that all work performed prior to entering into this Contract shall be subject to all the terms and conditions of this Contract.

E. Indirect Cost Rate

The Contractor may apply an indirect cost rate consistent with that submitted in the approved Application. Any revisions to the rate must receive prior written approval from the Executive Office. Approved revisions are incorporated herein and made a part of this Contract. Described rates must comply with 2 CFR part 200.

F. Signage in Construction Projects

The Contractor acknowledges that local awareness of grant programs is essential to the success of the program and that identification of specific projects is important in enhancing local awareness. In order to identify the project which is the subject of this Contract, the Contractor shall erect a temporary sign and, if applicable, permanent signs, which acknowledge the funding source as follows: "The U.S. Department of Housing and Urban Development and the Executive Office of Housing and Livable Communities, Massachusetts CDBG Program."

G. Publications

All publications resulting from the program funded by this contract shall acknowledge funding by the U.S. Department of Housing and Urban Development and the Executive Office of Housing and Livable Communities, Massachusetts CDBG Program.

H. Confidentiality

The Contractor shall hold all personal data, wherever obtained, including, without limitation from an individual and the Executive Office in accordance with Section 6 of the Commonwealth Terms and Conditions, the Standard Contract Form Instructions and Contractor Certifications, and all applicable Federal and State privacy and confidentiality laws and regulations, including without limitation, M.G.L.c.66A, "Massachusetts Fair Information Practices Act," M.G.L.c.93H, Security Breaches; M.G.L. c. 66 sec. 17A; 801 CMR 3.00: Privacy and Confidentiality; and 201 CMR 17.00: Standards for the Protection of Personal Information of Residents of the Commonwealth. Pursuant to the requirements of the Standard Contract Form Instructions and Contractor Certifications and the Commonwealth Terms and Conditions, the Contractor certifies that the Contractor has reviewed and shall comply with all information security programs, plans, guidelines, standards and policies that apply to the work to be performed under this Contract, that the Contractor shall communicate these provisions to and enforce them against its subcontractors, and that the Contractor shall implement and maintain any other reasonable and appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access as part of this Contract, from unauthorized access, destruction use, modification, disclosure, or loss. In addition, consistent with the requirements of the Standard Contract Form and the state information security policies, the Contractor's employees shall generally not conduct **Massachusetts CDBG program** business through or send confidential **Massachusetts CDBG program** information to the employee's personal email account. In addition, the Contractor will promptly notify the Executive Office in the event of any security breach including the unauthorized access, disbursement, use or disposal of the **Massachusetts CDBG program** records and information. In the event of a security breach, the Contractor will cooperate with the Executive Office and its authorized representatives and will provide access to any information necessary to respond to the security breach.

The Contractor understands and agrees that only those employees who must access

personal data for the performance of their job duties under CDBG are authorized to access such personal data. These authorized employees shall not use or disclose this data for purposes other than those required to fulfill their job duties under CDBG. Pursuant to the above, the Contractor acts as a holder of personal data and the Contractor certifies that it and its authorized employees shall comply with all Federal and State laws and regulations applicable to the data, including but not limited to M.G.L. c. 66A, M.G.L. c. 93H, and M.G.L. c. 66 sec. 17A. EOHLC and the Contractor shall not use any of the foregoing data for any purpose described in Section 603(d)(1) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(d)(1)) or in any manner that would cause EOHLC or the Contractor to be considered a "consumer reporting agency" under Section 603(f) of the federal Fair Credit Reporting Act (15 U.S.C. § 1681a(f)).

I. For Housing Activities:

- 1. Affordable Housing Restriction** - All projects supporting the creation, preservation, and rehabilitation of rental and owner-occupied housing units must be affordable to Low- and Moderate-income persons for at least a fifteen (15) year period. Rehabilitation assistance for owner-occupied properties must be secured by a mortgage or lien on the subject property that restricts rent levels in Low- and Moderate-income units for a minimum term of fifteen (15) years from the date of rehabilitation completion or for as long as the loan is outstanding. Rehabilitation assistance for investor-owned properties must be secured by a mortgage or lien on the subject property and the affordability requirements must be secured by an **affordable housing restriction** provided and approved by EOHLC on the subject property, which runs with the land and restricts rent levels in Low- and Moderate-income units for a minimum of fifteen (15) years from the date of rehabilitation completion. An "owner-occupied property" is defined as a property that contains no more than four (4) units, one of which is occupied by the owner. All other properties are considered "investor-owned properties."

Rentals of units in any assisted property shall further meet the requirements outlined in paragraph I. 2 below.

- 2. Rent Limits** – Owners of rental property to be rehabilitated with program assistance provided pursuant to this Contract shall be required to sign an agreement to maintain rents at affordable levels for a minimum of fifteen (15) years after the completion of the rehabilitation (unless, in the case of owner-occupied properties, the loan is paid in full by an owner-occupant prior to this time). Such affordable rent agreement shall apply to units occupied by low- and moderate-income persons as well as units that are vacant at the time of the owner's application to the program. At the time of application, the owner shall certify that no tenant has been or will be displaced or relocated without due cause for the purposes of evading the terms of such agreement. At a minimum, such agreement shall include the following provisions:
 - I. The owners shall agree to enter into a lease agreement with tenants which will include (i) the term of the rental agreement; and (ii) the maximum allowable rent to be charged for the subject unit. The Contractor shall also ensure that all tenants in affected units receive the above information in writing.
 - II. Rent shall be calculated taking into account the owner's share of the cost of the rehabilitation as well as the operating expenses, but shall not exceed the lesser of the Section 8 Existing Housing Program Fair Market Rents as established by HUD for the area pursuant to 24 CFR 888 or the High HOME Rents established by HUD pursuant to 24 CFR 92.252(a)(2). Thereafter, annual rent adjustments may not exceed the limits allowed by HUD in the annually published schedules of High HOME or Section 8 Existing Housing Program Fair Market Rents. In addition, the Contractor shall ensure that required displacement and relocation assistance is afforded to all eligible persons as required by the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (42 USC § 4601-4655) and the HUD regulations at 24 CFR 570.606.
 - III. The owner shall agree to notify the appropriate housing agencies of the availability of any units covered by the terms of this agreement, and shall not

refuse to rent to tenants holding Section 8 Existing Housing Certificates, Massachusetts Rental Voucher Program Vouchers, or any other recognized housing voucher certifications except for good cause. If the Contractor or the subject property is located within the Boston-Cambridge-Quincy PMSA, the owner shall also agree to list all of the Low- and Moderate-income units with the Boston Fair Housing Commission MetroList (Metropolitan Housing Opportunity Clearing Center).

The Contractor shall adhere to the Executive Office-approved Recapture and Anti-Speculation Plan which includes a description of how it will ensure that the level of Low- and Moderate-income benefit and terms of affordability specified herein will be maintained. The description shall include the procedures by which the Contractor will monitor compliance with its rental agreement policy, including the designation of responsible staff person(s), method of monitoring compliance, and corrective actions to be taken by the Contractor in the event of non-compliance.

In addition, the Contractor will maintain records for each Low- and Moderate-income unit regarding the rent and tenant's household income at the time of application, at the time of completion of rehabilitation, at the termination of the rental agreement, and at the time a new lease is executed, for the duration of the affordability term. The Secretary of the Executive Office, or their duly authorized designee, if requested to do so in writing by the Contractor, may waive any of the above provisions of this section not required by law if the Contractor has demonstrated to the satisfaction of the Secretary of the Executive Office that compliance with this condition would adversely affect the implementation of the Contractor's approved program.

3. Participant Approval - The determination of an individual's eligibility for program participation shall not be subject to the approval of any local governing body unless required by law. In these instances, the appropriate citation shall be provided to the Executive Office, accompanied by a plan to protect the privacy of individuals and guarantee objectivity in the process. Any such plan shall be subject to EOHLC approval.

4. Code Violations - General property improvements shall not be permitted unless specifically needed to correct violations of Article II of the Massachusetts Sanitary Code.

5. Single Case Waivers - Contractor shall obtain prior EOHLC authorization for projects the cost of which will exceed \$40,000 per unit, except in projects involving lead, barrier removal, septic, asbestos, historic preservation, for which the prior authorization of the Department will be required when projects exceed \$50,000 per unit in cost. Municipalities must request a Single Case Waiver from EOHLC utilizing the appropriate Single Case Waiver form from the Mass. CDBG Implementation Manual. Prior to authorization, EOHLC may also request additional documentation from Contractor to demonstrate need, reasonableness of costs, and compliance with applicable federal and state requirements.

EXHIBIT A

DISCLOSURE FORM (To Be Completed and Signed by the Contractor)

The Contractor is required to complete and sign a *Certification Regarding Disclosure Requirements for Activities Receiving \$200,000 or More*. Following are guidelines for completing the form. For further clarification, consult HUD regulations at 24 CFR Part 4.

1. The attached Disclosure Form serves as the first of a series of reports. Updates showing any change to the original Disclosure Form shall be submitted quarterly, together with the Quarterly Reports. **If the parties are not known at this time, please type in "Parties with a financial interest not known at this time. The Contractor shall update and forward when appropriate." If it is clearly not applicable, type in "Not Applicable."**
2. This Disclosure Form identifies:
 - the assistance expected from other government sources in connection with the project or activity;
 - financial interest of persons in the project;
 - sources of funds to be made available for the projects; and
 - uses of the funds.
3. For purposes of this Disclosure Form, a **project** is an activity which was applied for and received \$200,000 or more. For example, under a housing rehabilitation program, individual housing rehabilitation cases are considered **projects**; under a Public Facilities Program is a program, a water system rehabilitation project is considered a **project**; under a Public Social Services program, a provider or a group of activities is considered a **project**; under the Community Economic Development Program, while a Small Business Revolving Loan Program is considered a sub-program, individual cases are considered **projects**.
4. The \$200,000 threshold refers to a single project receiving CDBG funding equal to \$200,000 or more, or receiving less than \$200,000 in CDBG funds but anticipated to receive a total of \$200,000 in combined CDBG funds and other government (federal, state, or local) funds.

Large infrastructure projects are anticipated to be covered. Individual housing rehabilitation contracts, unless anticipated to be \$200,000 or more in combined government costs, are usually not covered. Small Business Loan Program pool funds, unless an individual loan is anticipated to be at \$200,000 or more in combined costs, are usually not covered.
5. Financial interest in a project includes, but is not limited to, equity, shares in profit on resale, any distribution of surplus cash or assets, or compensation for goods and services. The parties who must disclose their financial interest in a project include:
 - all developers, contractors, consultants involved in the application for the financial assistance, or in the planning, development, or implementation of the project;
 - all others with financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower).

Such a party may be an organization (e.g., a non-profit or a for-profit consulting group), or an individual. For organizations, please note that the name of each officer, director, and principal stockholder of the entity must be included in the Disclosure Form.

\$ of Project/Activity	\$ Paid to Party	Disclosure Form Applies?
Total grant is >\$200,000 - funded for a \$200,000 project	Does not matter	Yes
Total grant is >\$200,000 - no \$200,000 project cost	=, > \$50,000 < \$50,000	Yes No
Total grant is \$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes
Total grant is \$200,000, no line item is \$200,000	=, > \$20,000, < \$50,000, (total, not just CDBG)	No
Total grant is >\$200,000, no line item is \$200,000	=, > \$20,000, < \$50,000	No
Total grant is >\$200,000, no line item is \$200,000	=, > \$50,000 (total, not just CDBG)	Yes

Examples:

If an application was prepared by a consultant and contains a line item for \$200,000 or more, then the consultant is considered to be a party with financial interest in the project. (e.g.; if an application was submitted for \$800,000 and \$500,000 was awarded, and there is a line item that will result in a contract for \$200,000, the consultant who prepared the application will be considered a party with financial interest in the project).

If there is no single line item which costs at least \$200,000, but the total compensation provided to a consultant is \$50,000, the consultant will be considered a party with financial interest in the project.

If a consultant will be hired to implement a \$200,000 or larger grant program, the consultant will file this Disclosure Form.

If the entire grant is less than \$200,000 but the compensation is \$50,000 or more the consultant will file this Disclosure Form.

If the entire grant is less than \$200,000, and the compensation to the consultant is less than \$50,000, then the Chief Elected Official needs to certify that the Disclosure Form does not apply by indicating "Not Applicable" on the form.

6. Because a project's contract cost may not be known at this time, updates need to be provided to the Department. For ease in reporting, these updates need to be provided on a quarterly basis, at the same time that the Quarterly Activity Reports are filed. A form shall be forwarded to all Contractors before the end of the first quarter. This form shall be completed and signed by the Chief Elected Official and submitted with the Quarterly Report.

For any further questions, please contact your program representative at (617) 573-1400 and/or via email.

MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM**Community Development Fund 2022/2023****City of Marlborough****Attachment A III. H. 8. – Additional Special Conditions**

1. Contractor will submit for the Executive Office's approval a revised Citizen Participation Plan that deletes reference to 2018 Community Development Strategy or clarify that document has been revised since 2018.
2. Contractor will submit for the Executive Office's approval a revised Anti-Speculation Plan to include language on how hardship situations will be considered.
3. Contractor will certify to the Executive Office that all local program materials that reference 2 CFR Part 85 (which has not been in use since 2014) will be updated to reference 2 CFR Part 200.
4. Contractor will submit for the Executive Office's approval a revised housing rehabilitation description that removes reference to only reviewing projects that are 50 years or older; all projects must be submitted to SHPO.
5. Contractor shall certify to the Executive Office that its Program Director and Housing Rehabilitation Specialist will consult regularly with local Weatherization Assistance Program(s) (WAP) regarding opportunities for cross-referral, cost-sharing and joint scheduling of projects. The goal is to accomplish energy efficiency and program/property owner cost savings through communication and coordination of rehabilitation and weatherization services.
6. The Executive Office's grant application review included a review for civil rights compliance, which revealed a pending civil rights matter concerning the Contractor's jurisdiction. The Executive Office reserves the right to place further conditions on this grant if there is an administrative or judicial finding, decision, opinion, order, or other outcome concerning the above-mentioned civil rights matter(s) or other civil rights matter that is adverse to the Contractor.

**EXHIBIT A: DISCLOSURE REPORT
FINANCIAL INTEREST IN PROJECT**

APPLICANT City of Marlborough

DATE Sep 12, 2023

Any applicant (city or town government, or subgrantee) to this program which will receive or expects to receive in excess of \$200,000 from funds made available by the federal Department of Housing and Urban Development (HUD), to assist a project or which is expecting to receive less than \$200,000 from HUD but is seeking or receiving other government (federal, state or local) funds to assist a project, must submit this form, and submit updates as financial interests change.

Information on this form is designed to show the level of financial interest in a project (including, but not limited to, equity, shares in profit on resale or any distribution of surplus cash or assets, or compensation for goods or services) of parties in the following categories:

- 1) All developers, contractors, or consultants involved in the application for financial assistance, or in the planning, development, or implementation of the project or activity; and
- 2) All other parties with a financial interest that exceeds \$50,000 or 10% of the assistance (whichever is lower)

A. Alphabetical list of all persons with a reportable financial interest in the project or activity

B. Social Security Number or Employee ID Number

C. Type of Participation in Project/Activity

D. Financial Interest in Project/Activity

Not Applicable

- A. Give the last name first (if entity, name of each officer, director, and principal stockholder) and include full address.
- B. Provide for each.
- C. This means the persons' specific role in the project (e.g. contractor, consultant, investor, etc.).
- D. Provide for each.

Certification

Warning: If you knowingly make a false statement on this form, you may be subject to civil or criminal penalties under Section 1001 of the Title 18 of the United States Code. In addition, any person who knowingly and materially violates any required disclosure of information, including intentional non-disclosure, is subject to civil money penalty not to exceed \$10,000 for each violation.

I certify that this information is true and complete.

Signature Arthur Vigeant
Arthur Vigeant (Sep 12, 2023 12:40 EDT)

Date Sep 12, 2023

FOR MUNICIPALITIES, THE COMMUNITY'S CHIEF ELECTED OFFICIAL, AND, FOR NON-MUNICIPALITY ENTITIES, THE CHIEF EXECUTIVE OFFICER, EXECUTIVE DIRECTOR, OR MANAGER, MUST SIGN THIS FORM.

Original Budget Summary

PROGRAM/PROJECT/ACTIVITY		CDBG FUNDS (\$)	OTHER FUNDS
1	PROPERTY ACQUISITION	\$0	\$0
2	CLEARANCE/DEMOLITION	\$0	\$0
3	RELOCATION (Permanent)	\$0	\$0
4	HOUSING REHABILITATION	\$305,000	
A	Program Delivery	\$65,000	\$0
B	Unit Development/Creation	\$0	\$0
C	Rehabilitation Loans/Grants	\$240,000	\$0
D	Other	\$0	\$0
5	COMMUNITY ECONOMIC DEVELOPMENT	\$0	
A	Program Delivery	\$0	\$0
B	Acquisition	\$0	\$0
C	Commercial Improvements (Signs/Facades)	\$0	\$0
D	Assist to For-profits (formally Sm. Business Assist.)	\$0	\$0
E	Infrastructure or Streetscape Improvements	\$0	\$0
F	Planning	\$0	\$0
M	Other	\$0	\$0
N	Mirco enterprise Assistance	\$0	\$0
6	PUBLIC FACILITIES/INFRASTRUCTURE	\$791,051	
A	Program Delivery	\$43,000	\$0
B	Streets and Sidewalks	\$521,169	\$0
C	Parks and Recreation	\$0	\$0
D	Neighborhood Facilities	\$0	\$0
E	Parking	\$0	\$0
F	Water	\$6,175	\$0
G	Sewer	\$28,175	\$0
H	Drainage	\$192,532	\$0
I	Architectural Barriers	\$0	\$0
J	Other	\$0	\$0
K	Design only (architectural and engineering)	\$0	\$0
7	PLANNING	\$0	
8	PUBLIC SOCIAL SERVICES	\$90,000	
A	Program Delivery	\$10,000	\$0
B	Program Costs	\$80,000	\$0
	Youth Services (\$80000)		
9	GENERAL ADMINISTRATION	\$163,949	\$0
	TOTAL PROGRAM COSTS	\$1,350,000	\$0

Award Amount: \$0

Open Market Bid BD-23-1076-OCDDE-OCD01-82562

General Items Address Accounting Routing Attachments(1) Notes Bidders Questions Amendments Q & A Reminders(1) **Summary**

Header Information

Bid Number:	BD-23-1076-OCDDE-OCD01-82562	Description:	DHCD2023-24 CDBG FFY 22-23 Application Guidance		Status:	
Purchaser:	Rocco Albano	Minor Status:				
Organization:	Executive Office of Housing & Livable Communities					
Fiscal Year:	23	Department:	OCDDEPT01 - Department of Housing and Community Development	Location:		
Show On Web:	Yes	Allow Electronic Quote:	No	Required Date:		
Bid Opening Date:	03/03/2023 11:59:00 PM	Available Date:	12/19/2022 02:00:00 PM			
Bid Type:	Open Bid	Informal Bid:	No			
Estimated Cost:	\$0.00					
Alternate ID:		Purchase Method:	Open Market	Catalog Id (for contract):		
Blanket/Contract Begin Date:		Blanket/Contract End Date:		Type Code:		
Info Contact:	Mark.Southard@mass.gov	Bulletin Desc:		Pre-Bid Conference:		
U N S P S C Code Certified Required:	No	Acknowledge inclusion required:	No	Hour of Acknowledge inclusion:		
Subcontractor Info:		Quote Notification:	No			
Date Last Updated:	12/19/2022 01:19:42 PM	User Last Updated:	Rocco Albano	Item Single Award Only:		
Ship-to Address:	Department of Housing and Community Development - OAF 100 Cambridge Street Suite 300 Boston, MA 02114 US Email: jennifer.mccabe@state.ma.us Phone: (617)573-1260	Bill-to Address:	Department of Housing and Community Development - OAF 100 Cambridge Street Suite 300 Boston, MA 02114 US Email: jennifer.mccabe@state.ma.us Phone: (617)573-1260	Print Format:		
Solicitation Enabled:	No	Rolling Enrollment Enabled:	<input type="checkbox"/>	Allow vendors to submit multiple / alterna		
Invoice Method:	Three Way Match	Open Enrollment Enabled:	<input type="checkbox"/>	Close Q&A For Vendor Date:		
Bidders:						
	Vendor Id	Vendor Name	Preferred Delivery Method	Notifications	Responded	
	00000046	Eliot Community Human Services, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No	
	00000068	Collaborative for Educational Services	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No	
	00000102	YWCA of Central Massachusetts	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No	
	00000103	COMPREHENSIVE ENVIRONMENTAL INC.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No	
	00000110	The May Institute Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No	
	00000123	CITY OF LYNN	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No	
	00000238	South Middlesex Opportunity Council	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No	
	00000243	South Boston Neighborhood House	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No	

00000407	L.U.K. Crisis Center, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000428	Way Finders, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000525	Metropolitan Area Planning Council	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000526	Dragonfly Educational Consulting Services, Inc	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000557	WORK Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000674	Hillcrest Educational Centers, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000694	Child Care of the Berkshires, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000709	Community Action Pioneer Valley	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000737	Education Development Center, Inc.	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000746	Town of Wellesley	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000780	Town of Barnstable	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000791	CITY OF FALL RIVER	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000801	Commonwealth of Massachusetts - Operational Services Division	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000816	TOWN OF STOUGHTON	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No
00000827	Old Colony Y	Email	Manual Delivery at 12/19/2022 02:00:00 PM by Email	No

1-25 of 2646
1 2 3 4 5 6 7 8 9 10

SBPP (Small Business Purchasing Program) Eligible?:

NO

See SBPP requirements and exceptions at www.mass.gov/sbpp :

Procurement Type: Grant Opportunity

Reminder List

Due Date	Comment	Remind Whom	Days Prior to Remind	Date Completed	Date Entered
03/03/2023	DHCD2023-24 closes today..no responses in COMMBUYS	Rocco Albano	0		12/19/2023

Attachments

Files: CDBG FFY 2022-2023 Application Guidance.pdf

Forms:

Required Quote Attachments

Item Information



Item Application

UNSPSC Code: 00-00-00
Grant Opportunity

Disable Pricing On Quote	Qty	Unit Cost	UOM	Total Discount Amt.	Tax Rate
No	1.0	\$0.00	EA - Each	\$0.00	
Manufacturer:	Brand:		Model:		
Make:	Packaging:				
Product Length:	Product Width:		Product Height:		Product 1
UPC/ISBN:	SKU:				
Tags:	URL:				

Account Code

There is no item accounting available for this item.

Pre-Bid Approval Path:

There are no approval paths found for this Bid.

Bid Tab Cancel Bid Clone Bid Print

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MASSACHUSETTS COMMUNITY DEVELOPMENT BLOCK GRANT FFY 2022/2023

Community Development Fund 2022/2023

CDF-2022/2023-Marlborough*-00019

Application Cover Sheet

Individual who prepared Grant Application: Marlborough*

Other Participating Communities:

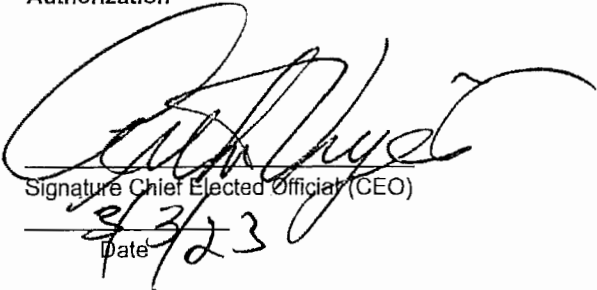
Contact Person

Name Arthur Vigeant
 Title Mayor
 Address City of Marlborough
 140 Main Street
 Marlborough, MA 01752
 Phone 508-460-3770
 Email avigeant@marlborough-ma.gov

Proposed use of CDBG Funds

1. Property / Acquisition	\$0
2. Clearance / Demolition	\$0
3. Relocation (Permanent)	\$0
4. Housing Rehabilitation	\$305,000
5. Community Economic Development	\$0
6. Public Facilities / Infrastructure	\$791,051
7. Planning	\$0
8. Public Social Services	\$90,000
9. General Administration	\$163,949
Total CDBG Grant Request	\$1,350,000

Authorization



Signature Chief Elected Official (CEO)
 Date 3/23

Arthur G. Vigeant
 Name of Chief Elected Official
 Mayor
 Title

To the best of my knowledge, all information in this application is true and correct. I have read and agree to the following certifications. When applicable, the Chief Financial Officer has also read and agrees to the following certifications:

- ☒ Displacement of Non-CDBG Funds Certification
- ☒ Anti-displacement and Relocation Assistance Certification
- ☒ Chief Elected Official Certification
- ☒ Chief Financial Officer's Certification
- ☒ Program Income Certification
- ☒ Civil Rights Certification



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF HOUSING &
 LIVABLE COMMUNITIES**

Maura T. Healey, Governor ♦ Kimberley Driscoll, Lieutenant Governor ♦ Edward M. Augustus, Jr., Secretary

July 28, 2023

The Honorable Arthur G. Vigeant
 Mayor
 City of Marlborough
 140 Main Street
 Marlborough, MA 01752

Dear Mayor Vigeant:

On behalf of Governor Maura T. Healey and Lt. Governor Kimberley Driscoll, I am pleased to award the City of Marlborough an FFY 2022/2023 Community Development Fund grant in the amount of up to \$1,350,000 from the Massachusetts Community Development Block Grant (CDBG) Program. Congratulations on being one of the successful applicants.

This award is contingent upon the execution of a CDBG grant contract between the Executive Office of Housing and Livable Communities (EOHLC), formerly Department of Housing and Community Development (DHCD), and the U.S. Department of Housing and Urban Development, as well as on the City of Marlborough's execution of a grant contract with EOHLC and the satisfaction of its special conditions and requirements. We will send your grant contract to the contact with signatory authority to complete the Adobe sign process and thereby execute the contract on behalf of the municipality. The City of Marlborough may incur pre-agreement costs for administrative and other start-up costs not subject to 24 CFR Part 58, Environmental Review, as of July 1, 2023.

All grantees will be provided guidance regarding grant administration and contract requirements. This will help ensure that all grantees understand their contractual and regulatory obligations before proceeding with activities for which EOHLC has authorized grant funding. If you have any questions concerning this award, please contact Kathryn McNelis, Community Development Manager, Division of Community Services, at kathryn.mcnelis@mass.gov.

Finally, please note that public announcement of this award is embargoed until the Administration has had the opportunity to formally announce it through a local event and/or media release. Please refrain from sharing or publicizing news about this award outside of your organization until it is officially announced.

Congratulations once again. I look forward to working with you to address the City of Marlborough's community development needs.

Sincerely,

Edward M. Augustus, Jr.
 Secretary, EOHLC

cc: State Representatives Danielle Gregoire, Dan Sena
 State Senator Jamie Eldridge











Contract Package FY22-23 CDBG - City of Marlborough

Final Audit Report

2023-09-12

Created:	2023-09-12 (Eastern Daylight Time)
By:	Daishawn Riddick (daishawn.riddick@mass.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAoL8UcTKi8J6gbX9HIDZ80yU7_flkxKqY

"Contract Package FY22-23 CDBG - City of Marlborough" History

-  Document created by Daishawn Riddick (daishawn.riddick@mass.gov)
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-  Document emailed to mayor@marlborough-ma.gov for signature
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-  Signer mayor@marlborough-ma.gov entered name at signing as Arthur Vigeant
2023-09-12 - 12:40:44 PM EDT
-  Document e-signed by Arthur Vigeant (mayor@marlborough-ma.gov)
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-  Signer chris.kluchman@mass.gov entered name at signing as Caroline "Chris" Kluchman
2023-09-12 - 3:32:30 PM EDT
-  Document e-signed by Caroline "Chris" Kluchman (chris.kluchman@mass.gov)
Signature Date: 2023-09-12 - 3:32:32 PM EDT - Time Source: server
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PROJECT DESCRIPTION: WINTHROP STREET INFRASTRUCTURE PROJECT

Marlborough proposes to direct a portion of its requested FY 2022/23 CDF grant allocation to complete the Winthrop Street Infrastructure Project. This project will meet the National Objective of benefitting LMI persons on an area-wide basis. It is a continuation of City's systematic approach to street improvements and will address critical infrastructure needs of a long-neglected neighborhood abutting the Marlborough Center Historic District. When completed, it will provide safe pedestrian and vehicular access and reliable drainage to this residential neighborhood.

The proposed project area is the entirety of Winthrop Street, an 815 linear foot fully-developed, densely populated residential way bookended by neighborhood light commercial on Lincoln Street to the north and the residential West Main Street to the south, anchored by a church and funeral home. The 9 properties abutting the project roadway are primarily low-rise multi-unit residential housing 23 total units. Three short residential streets (Gay and Witherbee Streets and Ellis Avenue) intersect with Winthrop Street. The project area, and all connecting residential streets, is located in Census Tract 3213, Block Group 2, in which an extremely high percentage of residents (84.85%) are LMI¹. See the attachments [C-08: Project Location Map](#) and [C-07: Project Area Parcel Map and Water Flows](#) in the Competitive Questions Attachments.

Using Marlborough's average of 2.5 persons per housing unit, this project will *directly* benefit an estimated 58 residents on Winthrop Street. The City therefore estimates this project will *directly* benefit 49 LMI residents based on the block group's LMI data.

The proposed scope of work to rehabilitate Winthrop Street includes replacement of the centuries old drainage system, full-depth reconstruction of the roadways, replacement of sidewalks, and new granite curbing. New cement ADA wheelchair ramps will also be installed at all crossings. Winthrop Street is near the center of Marlborough's downtown but does not serve as a main through-street for the downtown. Drainage flows and project area topography are such that Lincoln and West Main Street are collectors for storm runoff in the area and will not directly benefit from drainage improvements to Winthrop Street; though the proposed 12" HDPE drainage lines are 50% larger than the existing, undersized 8" VCP drain pipes, the size increase is intended to accommodate only the stormwater volume of the immediate neighborhood. Storm flow will be directed out to the collector line on West Main Street, following the contour of the road.

Winthrop Street's crumbling pavement and sidewalks, failed drainage, and lack of ADA ramps at intersections illustrates the impacts of years of deferred maintenance. The blighting conditions stand as a visual reminder that limited city funds alone cannot sufficiently address the worst infrastructure needs of the community. Nonetheless, the City has long viewed Winthrop Street upgrades as an important project and recently moved the project to priority status given the critical upgrades needed.

Marlborough requests **\$791,051** in CDBG funds for this project, \$748,051 for direct activity (construction) costs and \$43,000 for program delivery. The construction budget carries a 13% contingency and escalation buffer. The City has committed Chapter 90 and local funding to cover any cost overruns beyond the contingency reserve. The Marlborough Department of Public Works will administer the project and fund their overhead costs from the city budget (See project budgets in this infrastructure packet, and attachment [C-01: DPW Funding Commitment Letter](#) in the Competitive Question Attachments).

¹ HUD LMI Data, 2011-2015 ACS.

Project Background

The surface and drainage infrastructure components of Winthrop Street have exceeded their useful life and are in poor or completely failed condition (see *attachment C-06: Existing Conditions Photos* in the “Competitive Questions Attachments”).

Chief among the concerns with existing conditions are inadequate subsurface drainage infrastructure and the reverberating impacts of the failed system seen on the surface. The condition of the roadway is uniformly poor. Cracked surfaces around manholes, crumbling pavement, and sunken drainage inlets have caused the stormwater drainage to fail. Subsidence at the edge of paving, which causes puddling, washouts, and poor drainage, is prevalent throughout the project area. The total lack of curbing on roughly 85% of the roadway has eroded the road edge and contributed to the failure of the sidewalks. Tree roots and telephone poles in the roadway and sidewalks exacerbate the blight. As a consequence, cracking and heaving is commonplace along the length of sidewalk, rendering it hazardous and generally unpassable in many places. Curb cuts are either non-conforming or non-existent. The lack of adequate curbing throughout the project area leaves the sidewalk unprotected from vehicles and leaves stormwater without a directed path to follow. Between the failed surface and subsurface infrastructure, it is clear that this project is worth funding. The result of the proposed work will be a more stable, safe, and livable neighborhood.

The City’s Department of Public Works Engineering Division has prepared **Bid-Ready plans, specifications, and a detailed cost estimate** for the renovation of Winthrop Street. (See *attachments C-02: Construction Plan Set, C-03: Contract Docs, and C-04: Construction Cost Estimate* in the Competitive Questions Attachments).

Based on the operating model of the recent successful completion of CDBG-funded infrastructure work in both FY18 and FY20, Marlborough will again assemble a team comprised of local officials and consultants to guide this project in tandem with an ongoing partnership with project area residents. When Winthrop Street improvements are complete, residents will be proud to know they have greatly influenced the City’s ability to secure considerable investment to bring a previously-forgotten neighborhood back to life.

Project Scope

The proposed scope of work includes full-depth reconstruction of the roadway and sidewalks, complete repaving of the street, installing new granite curbs, replacing the failed drainage system, and completing minor repairs to the water and sewer systems. Accessibility improvements will include installation of 6 cement ADA-compliant wheelchair ramps at the corners of Gay and Witherbee Streets and Ellis Avenue. Existing 8” cement drain pipes will be removed and replaced with 12” HDPE. Nine new catch basins will be installed. Work on private property is not included in this project. The sewer and water mains do not need to be replaced, but minor repairs will be included in the project to ensure the long-term viability of the entire infrastructure system in the neighborhood.

Anticipated outcomes will be measured throughout the project by the Clerk and Construction Administrator/Engineer. Impacts/outcomes will be measured at Substantial Completion and upon approval of the Final Completion Report by the City. A final public site-walk will be held prior to project closure to allow interested parties an opportunity to comment prior to the contractor’s release. Before, during, and after construction photos will be kept on file to document achievement of expected outcomes. Goals will be assessed at grant close-out by culling data gathered during the project.

The MCDA Executive Director and municipality have successfully utilized the administrative structure indicated in the Management Plan to implement CDBG-funded activities in both FY18 and FY20. (See

Grant Management Plan in Plans Section of this application) Bid-ready drawings and specifications for the project are complete. The ERR is complete, short of posting the NOI/RROF. ***The Project is ready to proceed upon grant award.*** The MCDA will coordinate this project in cooperation with a grant management consultant and the DPW. Within 45 days of award the City will select a grant management consultant. Construction oversight will be managed by the Marlborough Department of Public Works and City Engineer. Contingent upon date of grant award, the project will be put out to bid in September 2023 and construction will commence in October 2023, “winter” over and be completed in the spring of 2024. If the FY 2022/23 grant award is delayed, construction will start in April of 2024 and be completed in the fall of 2024.

Applicable agencies and local boards have been informed of the project through the Environmental Review process. The selected contractor will be responsible for obtaining all necessary permits prior to the start of construction. The DPW/City Engineer has confirmed the permitting process will have no impact on the proposed timeline. All aspects of this project incorporate design standards that will comply with state and federal stormwater management regulations. (See *attachment B-04: Environmental Review Record Documents* in the Application Attachments Section)

Community involvement will continue to be sought throughout the project. Site walks and construction meetings will be open for residents to meet with the City Engineer and MCDA staff to allow critical issues and resident concerns to be addressed by the project team. Resident input is integral to a better and more responsive design and delivery for the Winthrop Street Infrastructure Project. The City will ensure residents continue to be informed throughout construction. Staff will routinely visit the site. Flyers and mailings will be used to update abutters on the project timeline and significant stages of construction such as temporary street closures and other matters that will affect residents. Status reports will be posted to the City’s website and project updates will be presented at MCDA Board Meetings.

When completed, this project will directly benefit Winthrop Street’s residents. Stormwater runoff will be channeled into new drainage instead of into yards, basements, or ponding on the roadway. New paving and sidewalks with ADA-compliant crosswalks will make the area safer for vehicles and pedestrians alike. These infrastructure improvements will enhance the link between the project area and City services, schools, recreation, transportation, and the downtown.

Marlborough has completed BID-READY plans and specifications and is ready to proceed with bidding construction immediately upon grant award.

MARLBOROUGH HOUSING REHABILITATION PROGRAM

PROJECT DESCRIPTION

The City of Marlborough has completed a local review of unexpended housing funding from its FY2020 grant and attached a one-page rationale in the Other Attachments Section of this application.

Overview and Project Scope:

The City of Marlborough, through the Marlborough Community Development Authority, is seeking funding to continue the Marlborough Housing Rehabilitation Program (MHRP) currently operating under a FY 2020 CDF grant.

The city is seeking \$305,000 in FY 2022-2023 CDF grant funding to continue the Marlborough Housing Rehabilitation Program (MHRP). Of this amount, \$240,000 will provide deferred payment loans to low- and moderate-income owner occupants and investor-owners of properties occupied by LMI households to complete needed repairs to an estimated 6 housing units and \$65,000 will be used to cover program delivery and administrative costs.

The proposed program will be operated on city-wide basis, but it is anticipated that most projects will be completed in the older, lower-income neighborhoods surrounding the City's downtown due to the concentration of lower income households (see attachment *(D-02 LMI Map* in Competitive Questions Attachments), older deteriorated housing stock (see attachment *D-01 Age of Housing Map* in Competitive Questions Attachments) and applications on the current MCDA waiting list. (See attachment *D-03 Waiting List Analysis* in Competitive Questions Attachments).

Improvements to be undertaken include repair or replacement of basic building systems such as roofs, heating systems, plumbing and electrical repairs, accessibility modifications, weatherization improvements, lead paint hazard reduction/abatement, abatement of asbestos hazards, and correction of other building or sanitary code violations. Applicant properties must be substandard to qualify for assistance.

Readiness to Proceed

Marlborough has successfully managed prior CDBG funded housing rehabilitation programs, including the completed FY 2018 program and FY 2020 program currently underway. The City can begin full implementation of the activity within eight (8) weeks of a receiving notification of a grant award. The program's "infrastructure" is largely in place. Program policies, guidelines and procedures, forms, contractor participation requirements, etc. already exist. The City's management and finance staff as well as the elected and appointed staff have worked with the program and are familiar with its requirements.

The Environmental Review Record, including all required consultation, is essentially complete (see attachment *B-04 Environmental Review Record in Other Attachments Section*). and the City will issue a Notice of Intent to Request Release of Funds (NOIRROF) upon notice of grant award and submit the Request for Release of Funds (RROF) once the notice period has ended.

Estimated Beneficiaries:

Based upon average household size in Marlborough and the program's 6-unit goal, the Town expects to assist approximately 15-20 LMI residents with requested grant funds.

Form of Financial Assistance:

The program will continue its current practice of providing 0% deferred payment loans (DPLs) that are forgiven over a 15-year period at 1/15th per year unless the property is sold, transferred, or refinanced in a manner that conflicts with the program guidelines. CDBG loans will be secured using a mortgage recorded at the Middlesex South Registry of Deeds.

Eligibility and Types of Assistance:

Eligibility: One-unit properties must be occupied by LMI persons in order to be eligible to participate in the program. Multi-unit properties must have at least 51% LMI-occupied units (50% in a duplex) in order to be eligible to participate in the program. To ensure the National Objective is satisfied, each household's income will be verified according to the income verification and documentation standards defined in the Massachusetts CDBG Implementation Manual. **Previously available only to owner-occupied properties, the MHRP will be expanded to include investor-owned properties occupied by LMI tenant households.**

Maximum Per-Unit Cost:

The maximum base project cap is \$40,000 per unit. Project caps will be increased by up to \$10,000 (if needed) for additional costs relating to any of the following: lead paint, asbestos abatement, septic replacement or sewer tie-in, accessibility retrofits or historic preservation. The Town has established a per unit maximum of \$50,000 for CDBG contributions in accordance with DHCD guidelines. There are provisions for obtaining waivers to this amount with the approval of the MCDA Board and DHCD.

Leveraged Funds:

The MHRP will coordinate with other resources and programs on behalf of property owners in order to combine funding and maximize benefit to applicants. For example, South Middlesex Opportunity Council (SMOC) is the regional agency that operates LIHEAP funded weatherization and heating system programs serving Marlborough. The MHRP has and will continue to work with SMOC to coordinate assistance to LMI homeowners, maximizing benefit to the homeowners and effectiveness of both funding sources. (See attachment *D-04 SMOC Letter* in Competitive Questions Attachments. This working relationship is currently in place and the MHRP renews this relationship at the beginning of each new grant.

CDBG Funding Request:

Marlborough is requesting \$240,000 for rehabilitation loans and \$65,000 in program delivery and administration costs, for a total program cost of \$305,000. The table below reflects the assumptions of units to be assisted:

LINE-ITEM BUDGET			Sources:		Totals
		CDBG	CDBG	Private	All
Uses:	# Units	Cost/Unit *			Sources
"Full" Cases					
100% DPL	6	\$40,000	\$240,000	-	\$240,000

Totals:	6	\$40,000	\$240,000	-	\$240,000

Unit Affordability:

Owners of rental units will be required to execute a “Rental Agreement” that ensures the housing units will remain affordable and available to low- and moderate-income households for a period of fifteen (15) years upon completion of rehabilitation. Rents in tenant occupied units will be limited to the maximum of the pre-project rent, the HUD Section 8 Program FMR limits or High HOME (65%) rents, whichever is lowest. Investor-owners of properties occupied by LMI tenants must also sign an DHCD Affordable Housing Restriction that will be filed at the Middlesex South Registry of Deeds and run for 15 years.

Subordination, Refinancing, or Loan Forgiveness:

The MHRP will subordinate its lien when property owners wish to refinance to lower the monthly mortgage payment by obtaining a lower interest rate or extending the term of the first mortgage. MHRP staff will review the request for subordination to determine that there is enough equity in the property to cover the proposed combined debt (first mortgage plus the City’s MHRP lien). The MHRP will not subordinate to a reverse equity mortgage and only one subordination will be allowed during the term of the MHRP lien. Property owners who are denied a requested subordination may appeal through the MHRP grievance procedure. A decision by the Mayor is final. Repayment of the DPL is required if, during the term of the MHRP loan, the property is sold, beneficial interest in the property is transferred to another person or entity, or when the property is refinanced without the prior consent of the City.

Marketing and Project Selection:

The availability of the Marlborough Housing Rehabilitation Program will be advertised as soon as a notice of grant award notice is received, and a grant consultant has been procured. Applications will be available at Marlborough City Hall, the MCDA offices, the Marlborough Senior Center as well as on the City’s website. Notice of funding availability will be announced via a press release to the MetroWest Daily News and the Community Advocate newspapers as well as the Marlborough Council on Aging Newsletter. Applications will be added to the existing waiting list in the order they are received.

Applications will be processed from the waiting list in case number order, except that an applicant may request emergency status to deal with emergency repair needs (such as a badly leaking roof, failed heating or septic system, or need for accessibility modifications). If, after an inspection, the *Housing Rehabilitation Specialist* and the *Program Manager* agree that the case qualifies as an emergency, the application will be processed out of order solely to address the emergency conditions. Once the emergency condition has been resolved, the case will be returned to the waiting list and opened in its normal order to complete any other requested work.

The Role of the MCDA Board:

The Marlborough Community Development Authority Board will serve as the Community Advisory Committee (CAC) which will serve during the implementation period of the grant. The CAC will meet monthly. The committee’s primary functions during Program implementation will be to:

1. hear, and seek to resolve, any grievances that cannot be resolved by the Community Development staff;

2. review and recommend grant policies that may need to be enacted or modified to improve the quality of the MCDBG-funded programs and projects;
3. evaluate the grant program and provide feedback periodically to the Mayor; and
4. review requests for waivers when a rehabilitation project would exceed the per-unit limits (and the scope of work cannot be reduced due to code or health and safety issues). The CAC will make a recommendation prior to submittal of the waiver request to DHCD.

Program Management:

Upon notice of grant award, Marlborough will immediately procure the services of a grant consultant to assist the MCDA in managing the FY 2022-2023 Grant. The grant consultant firm or team will staff grant activities as outlined in the Grant Management Plan (attached in Grant Management Uploads in the Plans Section of this application). The Management Plan identifies three positions which will be contracted through the grant consultant to implement this activity: *CDBG Program Manager*, *Housing Rehabilitation Specialist*, and *Administrative Assistant*. The *CDBG Program Manager* will work under the direction of the Executive Director of the MCDA to administer the grant and operate the program. (See Grant Management Plan and Grant Management Organizational Chart in the “Grant Management Uploads” section) for full details.

PREVENTION THROUGH POSITIVE YOUTH DEVELOPMENT PROGRAM

PROJECT DESCRIPTION

Program Overview and Funding Request:

The Boys & Girls Clubs of MetroWest (BGCMW) “Prevention through Positive Youth Development” Program is requesting \$80,000 in MCDBG FY 2022-2023 grant funding which it will combine with \$44,800 from the MA Alliance of Boys and Girls Clubs to continue this successful program for two more school years. This program was first funded with a CDBG FY 2018 CDF grant and continued in FY 2020 serving fifty low- and moderate- income young people (ages 10 to 17) at its Marlborough clubhouse in each year.

The program addresses youth health-risk behaviors by providing programs that improve decision-making and critical-thinking skills, as well as helping participants learn how to avoid and/or resist alcohol and drug use, and premature sexual activity. The program’s collaborative approach includes education, prevention, and enforcement opportunities. BGCMW partners with the Marlborough Police Department and various prevention educators on this initiative as well as with the Marlborough Substance Abuse Coalition. A partnership between BGCMW and the Coalition benefits the Marlborough community in addressing the opioid issue.

Demonstration of Need:

The Metro West Adolescent Health Survey (MWAHS) is an initiative of the Metro West Health Care Foundation to support community efforts to improve the health of youth in the region. Since 2006, middle and high schools have participated to assist in monitoring health and risk behaviors and identify trends of emergent issues. The 2018 survey is the 7th iteration of this survey, which has been administered every other year since 2006. Both middle and high schools have participated to assist in monitoring health and risk behaviors and to identify trends and emergent issues. The 2018 data suggests the following areas should be monitored closely:

- Use of EVPs has quickly emerged as a prevalent behavior with reports of usage nearly doubling over a two-year period.
- Marijuana use must be examined closely as the climate adjusts to legalization. After several years of declining use, 2018 data shows slightly higher levels.
- School bullying victimization has increased slightly for the first time in a decade.
- Time spent online has more than doubled among high school youth and tripled with middle school young people since the inception of this survey. Cyberbullying, mental health and lack of sleep could have a direct correlation to online behaviors.
- Mental health remains a top concern in the region. Reports of stress remained high in 2018 with more than one in three young people reporting that their life was “very stressful.”

Findings based on the results of the Metro West Adolescent Health Survey indicate the need for increased prevention education programming. Prevention education coupled with a strong collaborative mentoring program will help build the confidence of youth in developing healthy decision-making skills.

According to the Metro West Health Data analysis, there is significant town-to-town variation in total crime rates for Metro West communities. ***Towns that have significantly high crime rates include Marlborough and Framingham.***

One in five respondents to The South Middlesex Opportunity Council (SMOC) 2018-2020 Community Needs Assessment report drug or alcohol abuse in their family within the past year. Key stakeholders specifically identified “gaps in early intervention, prevention and early education”

Based upon the available data, BGCMW has identified the need for mentoring programs to educate and ultimately reduce youth engaging in dangerous behaviors that impact their physical and emotional health.

Program Approach and Design:

The Prevention through Positive Youth Development Program incorporates the Boys & Girls Clubs of America's Youth Development Strategy of providing young people with: a sense of competence, a sense of usefulness, a sense of belonging, and a sense of influence. Program activities develop social, problem solving, communication, goal setting and decision-making skills. They will give at-risk youth challenging activities, supportive adults, and a place to belong in a socially positive format. The targeted prevention programs and activities will include the following components:

S.M.A.R.T. Moves (Skills Mastery and Resistance Training): Boys & Girls Clubs of America developed and field-tested this program to help young people develop skills to resist alcohol, drugs, tobacco, gang involvement, and premature sexual activity. The S.M.A.R.T. Moves program is based on two rigorously tested curricula: *Life Skills Training* (Gilbert Botvin, Ph.D., Cornell University) and *Project SMART* (William Hansen, Ph.D., University of Southern California). SMART Moves is recognized as a primary exemplary prevention program by the U.S. Office of Substance Abuse Prevention, the National Association of State Alcohol and Drug Abuse Directors, and the National Prevention Network. BGCMW will implement the following components of SMART Moves:

Police/Youth Dialogue: The focus of the Police - Youth Dialogue is to bring the young people together with members of the Marlborough Police Department with the goal of breaking down stereotypes law enforcement and youth have of each other and looking for ways to work together to increase community safety. A study entitled “Youth, Police Legitimacy, and Informal Contact” by Lyn Hinds for the Journal of Police and Criminal Psychology found that youth who have informal positive contact with law enforcement are more likely to see the police as legitimate and to assist the police in investigations.

Mentoring Program Initiative: Research shows that a significant buffer for the risk of delinquent behavior is a relationship with a caring adult. Adding a mentoring component through this initiative will increase the effectiveness of all program activities. A mentoring program provides value and opportunities to youth as mentors reinforce the lessons learned and discuss how those lessons learned can be applied to real-life situations. Mentors will meet once a week with their mentees and participate in specific programs like the Police Academy,

S.M.A.R.T. Moves, Teen Health Workshops, job skills training, career exploration, and academic support activities.

Teen Health Workshops: Workshops will be developed and incorporated into teen programming once a month. Workshops are be two hours each and BGCMW contracts with outside agencies to provide these workshops on topics such as positive peer relations, healthy choices for teens, teen dating violence, peer mediation and conflict resolution. Teen Health Workshops are designed to provide accurate information to teens to help them make good, educated decisions.

Project Implementation, Goals and Objectives:

Recruitment and Marketing will begin at notice of grant award and the program will be operated over a 24-month period, covering two 9-month school years and serving 50 young people in each cycle. The program has three main goals: (1) Provide youths will skills and knowledge to avoid, drug and alcohol use, to avoid risky sexual behavior and to avoid gang related activities; (2) Develop positive relationships between the youths and local law enforcement; and (3) Provide positive mentoring relationships. Success in reaching these goals will be measured by testing participants at the beginning and end of the program, monitoring social changes among participants and tracking attendance by participants. *(See Attachment E-01 – Appendix A: Goals, Objectives and Measurements in the Competitive Question Attachments) for more detail on the project timeline and measurement of results.*

Project Staffing

BGCMW will designate three staff to be involved in this project. Job Descriptions for each of the positions are included in *Attachment E-02- Appendix B: Job Descriptions in Competitive Questions Attachments*)

- FT Program Director – 15%
- FT Teen Coordinator – 50%
- PT Prevention/Education Instructor – 100%

See Detailed Budget on next page.

Project Sources/Uses Budget Summary – 18 Months (2 9-month school years)

	Cost	CDBG Request	MA Alliance of Boys & Girls Clubs
Teen Program Coordinator - 50% of their time dedicated to this initiative - 18 months	\$40,000	\$30,000	10,000
Program Director - Recruitment/retention - 15% of their time dedicated to this initiative - 18 months	\$17,000	\$12,000	\$5,000
Prevention Program Instructor - 100% of their time dedicated to this initiative - 18 months (20 hours per week)	\$25,000	\$25,000	
Health Benefits & Taxes @ 12%	\$9,800	\$8,000	1,800
Program Supplies and Materials	\$7,000		\$7,000
Health Workshops	\$6,000	\$5,000	\$1,000
Transport members to the Club	20,000		20,000
	\$124,800	\$80,000	\$44,800



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 NOV -9 AM 11:52

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

Jailyn Bratica
EXECUTIVE ADMINISTRATOR

November 9, 2023

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

Honorable President Ossing and Councilors:

Re: Transfer request to fund FY24 bond payments for parks & fields

Honorable President Ossing and Councilors:

Enclosed for your approval is a transfer request in the amount of \$1,115,294.00 from the Local Options Meals Tax Revenue account to fund FY24 bond payments associated with parks and recreation improvements.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Arthur G. Vigeant
Mayor

Enclosures

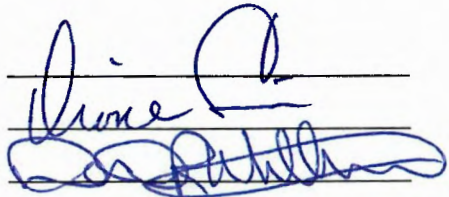
CITY OF MARLBOROUGH
BUDGET TRANSFERS --

	DEPT:	Auditor				FISCAL YEAR:	2024			
		FROM ACCOUNT:				TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
<u>\$1,380,261.58</u>	<u>\$1,115,294.00</u>	<u>27000</u>	<u>33086</u>	<u>Fund Bal-Parks & Fields Capital</u>	<u>\$1,115,294.00</u>	<u>19910009</u>	<u>49715</u>	<u>Transfer-Meal Local Option</u>	<u>\$0.00</u>	
	Reason:	<u>Local options meals tax funding FY24 bond payments associated with parks & fields as per the FY24 budget process</u>								
	Reason:									
	Reason:									
	Reason:									
	Reason:									

Department Head signature:

Auditor signature:

Comptroller/Treasurer signature:



LOCAL OPTION MEALS TAX

FY14 State Aid	\$60,975.10
FY15 State Aid	\$795,346.25
FY16 State Aid	\$877,520.33
FY17 State Aid	\$903,958.74
FY18 State Aid	\$969,011.67
9/28/2018 State Aid	\$266,737.22
12/31/2018 State Aid	\$266,346.66
3/26/2019 State Aid	\$280,759.99
6/30/2019 State Aid	\$268,415.21
9/30/2019 State Aid	\$283,443.19
12/31/2019 State Aid	\$283,140.81
3/31/2020 State Aid	\$279,689.96
6/30/2020 State Aid	\$140,167.25
9/30/2020 State Aid	\$184,164.09
12/31/2020 State Aid	\$202,839.47
3/31/2021 State Aid	\$182,592.96
6/30/2021 State Aid	\$246,677.30
9/30/2021 State Aid	\$295,301.72
12/31/2021 State Aid	\$288,352.35
3/31/2022 State Aid	\$276,449.83
6/30/2022 State Aid	\$301,371.37
9/30/2022 State Aid	\$317,036.91
12/31/2022 State Aid	\$309,436.59
3/31/2023 State Aid	\$299,759.51
6/30/2023 State Aid	\$312,309.28
9/30/2023 State Aid	\$347,629.58

Total Funding	<u>\$9,239,433.34</u>
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10/6/2014 CO# 14-1005915	-\$34,000.00
6/20/2016 CO# 16-1006570A	-\$62,400.00
6/4/2018 CO# 18-1007278A	-\$398,500.00
6/17/2019 CO# 19-1007683A	-\$388,000.00
5/18/2020 CO# 20-1008003	-\$366,493.00
3/22/2021 CO# 21-1008206A	-\$3,000,000.00
3/22/2021 CO# 21-1008207A	-\$1,250,101.00
11/22/2021 CO# 21-1008448	-\$1,204,784.00
11/21/2022 CO# 22-1008734	-\$1,154,893.76

Total Transfers	<u>-\$7,859,171.76</u>
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Available for future transfers	\$1,380,261.58
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City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 NOV -9 AM 11:52

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

Failyn Bratica
EXECUTIVE ADMINISTRATOR

November 9, 2023

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

Re: Tax Increment Financing agreement – Sartorius, 200 Donald Lynch Boulevard

Honorable President Ossing and Councilors,

I am requesting your review and approval of the enclosed Tax Increment Financing (TIF) agreement with Sartorius Stedim North America, Inc.

Sartorius is a global biopharmaceuticals company providing bio process solutions, lab products and services that supports safe manufacturing in the bio tech industry. Currently, Sartorius employs 100 individuals at two locations in Marlborough: 150 Locke Drive and 450 Donald Lynch Boulevard. They arrived in Marlborough in 2020 and have made \$135 million investment in these two locations.

They are seeking a local only TIF incentive that will help them unlock credits with the Mass Life Science Center. Their plans include approximately a \$100 million build out of 200 Donald Lynch Boulevard creating the Sartorius North American Center for Bioprocess Solutions that will bring 120 additional new full-time jobs to our community by the end of 2025. These new positions include lab and manufacturing technicians, software developers, engineers, scientists, research analysts and product specialists.

Sartorius is a leading biopharmaceuticals company who is helping biotech scientists and engineers across the entire globe to safely develop and manufacture medications.

Enclosed for your review are the following: 1) preliminary application from the Commonwealth of Mass; 2) intent to apply; 3) draft resolution; and 4) the TIF agreement.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



Sartorius Stedim North America, Inc., 565 Johnson Avenue, Bohemia, NY 11716

Mayor Arthur Vigeant
City of Marlborough
140 Main St. Suite 4
Marlborough, MA 01752

Maurice Phelan
Phone +1 631 627 9626
maurice.phelan@sartorius.com

August 14, 2023

Dear Mayor Vigeant,

This is a letter of intent from Sartorius Stedim North America, Inc. as required pursuant to the Economic Development Incentive Program (EDIP).

Sartorius is a global life sciences company with a mission to provide essential products, technologies, and expertise to produce biopharmaceuticals safely, efficiently and more affordably. Founded in 1870, Sartorius has over 15,000 employees in sixty different worldwide locations, with central locations in Europe, Asia, and North America.

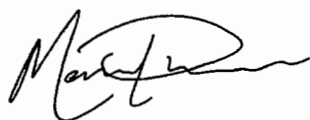
Since first expanding to Marlborough in 2020, Sartorius has grown to employ approximately 150 people across four locations. In 2020, Sartorius located its Customer Interaction Center in Marlborough. Sartorius currently employs about 200 people in the Commonwealth of Massachusetts.

As Sartorius plans its future in Massachusetts, our goal is to confirm a significant expansion in biomanufacturing operations in the City of Marlborough with the financial partnership of the City and the Commonwealth of Massachusetts.

The proposed project would build out 200 Donald Lynch Boulevard to create the Sartorius North American Center for Bioprocess Solutions and create a center for Process Development, Product Development, Corporate Research, Customer Collaboration and Training as well as Bioprocess Services to support innovation in the Biotech Industry. The initial project target is to create 117 new jobs and a private investment of approximately \$100 Million by the end of 2025. The scope of these new full-time positions will include laboratory and manufacturing technicians, software developers, engineers, scientists, research analysts and product specialists. This will bring our total investment in the city to approximately \$135 Million since first coming here in 2020.

Sartorius Stedim North America, Inc.
565 Johnson Avenue,
Bohemia, NY 11716
Phone +1 800 632 2392
Fax +1 631 254 4253
www.sartorius.com

Sartorius looks forward to engaging the City of Marlborough and the Commonwealth of Massachusetts to foster life science economic development, job creation, and to drive innovation.

A handwritten signature in black ink, appearing to read 'Maurice Phelan', with a stylized, flowing script.

Maurice Phelan

President

Sartorius North America

Sartorius North America Inc.

565 Johnson Avenue

Bohemia, NY 11716

USA

RESOLUTION:

WHEREAS, the City Council of the City of Marlborough desires a beneficial economic use creating jobs for local residents, expanding business within the City, and developing a healthy robust economy and stronger tax base for Map 26, Parcel 9 on the Marlborough Assessor's Map; and

WHEREAS, the City Council of the City of Marlborough intends to use tax increment financing as an economic development tool created by the Massachusetts Economic Development Incentive Program based on the ability of the City of Marlborough, in accordance with needs and community benefits of a specific project, that are reasonably proportional to the economic development incentives from State and local government and the resulting economic development benefits;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marlborough that the following activities which are necessary to pursue a Certified Project designation be authorized:

1. The City Council of the City of Marlborough hereby approves the submission of the EDIP Local Incentive-Only application, contingent on approval by the Mayor, and requests that the Massachusetts Economic Assistance Coordinating Council approve Sartorius Stedim North America, Inc.'s application for an EDIP Local Incentive-Only Certified Project; and further, that:
2.
 - a. The project is consistent with the City of Marlborough's economic development objectives and is likely to increase employment opportunities for Marlborough residents;
 - b. The project will not overburden the City of Marlborough's infrastructure and utilities;
 - c. The project as described in the proposal has a strong likelihood that it will cause a significant influx or growth in business activity, will create a significant number of jobs, and will contribute significantly to the resiliency of the Marlborough economy; and
 - d. The City Council approves Sartorius Stedim North America, Inc.'s request that the project be designated by the Massachusetts Economic Assistance Coordinating Council as an EDIP Local Incentive-Only Certified Project for five (5) years.
3. The City Council of the City of Marlborough agrees to authorize the use of tax increment financing, authorizes the Mayor to enter into a tax increment financing agreement with Sartorius Stedim North America, Inc. and Minardi Metrowest Properties, LLC, and authorizes submission of the tax increment financing agreement (attached hereto) to the Massachusetts Economic Assistance Coordinating Council.

ADOPTED

TAX INCREMENT FINANCING AGREEMENT
BETWEEN
THE CITY OF MARLBOROUGH, SARTORIUS STEDIM NORTH AMERICA, INC.
AND
MINARDI METROWEST PROPERTIES, LLC

This **TAX INCREMENT FINANCING AGREEMENT** (the "**TIF Agreement**" or the "**Agreement**") is made by and between the City of Marlborough (the "**City**"), Sartorius Stedim North America, Inc. (the "**Company**"), and Minardi Metrowest Properties, LLC (the "**Owner**").

WHEREAS, the City is a Massachusetts municipal corporation acting through its City Council and Mayor, having its principal office located at City Hall, 140 Main Street, Marlborough, MA 01752; and

WHEREAS, the Company is a Delaware foreign corporation having its principal office located at 565 Johnson Ave, Bohemia, New York, 11716, and is authorized to do business in Massachusetts; and

WHEREAS, the Owner is a Massachusetts limited liability company having its principal office at 324 Grove Street, Worcester, Mass. 01605, authorized to do business in Massachusetts, and is the fee owner of the parcel of land with buildings located at 200 Donald J. Lynch Blvd., Marlborough, Massachusetts 01752, as depicted on Marlborough City Assessor's Map 26, Parcel 9 (the "Property") and which is shown on the map attached to this Agreement (the parcel located at 150 Donald J. Lynch Blvd., Marlborough, Mass. (Assessor Map 26, Parcel 9-2) is not subject to this TIF Agreement); and

WHEREAS, the Company currently leases 40,000 square feet at 150 Locke Drive, Marlborough, MA 01752, 50,146 square feet at 450 Donald J. Lynch Boulevard, Marlborough, MA 01752; and

WHEREAS, the Company intends to lease from the Owner an approximately 63,575 square feet of space within an approximately 120,000 square foot existing building on the Property (hereinafter, the leased space is defined as the "Project Area"); and

WHEREAS, the Company intends to invest approximately \$100 million in improvements to the Project Area estimated to result in combined soft, real property and personal property costs in the Property, with the intention of building a state-of-the-art GMP/Lab facility (the "Project"); and

WHEREAS, beginning on the effective date of this Agreement, the Company plans to create, according to the schedule set forth herein, and maintain, over the term of the TIF Agreement as set forth in this Agreement, 120 permanent, full-time jobs at the Project Area open to qualified applicants, including residents of Marlborough; while maintaining the existing 100 jobs already located in Marlborough; and

WHEREAS, the parties to the Agreement are desirous of entering into a TIF Agreement which shall pertain solely to the Project Area, and which shall be in accordance with the Massachusetts Economic Development Incentive Program (EDIP) under Chapter 23A and Chapter 40 Section 59 of the Massachusetts General Laws; and

WHEREAS, the City strongly supports increased economic development to provide additional jobs for residents of Marlborough, to expand business within the City, and to develop a healthy robust economy and stronger tax base; and

WHEREAS, the Project and its related job creation will further the economic development goals of the City; and

WHEREAS, by letter dated [REDACTED] 2023, the Mayor recommended the TIF Agreement to the Marlborough City Council; and

WHEREAS, on [REDACTED] 2023, the Marlborough City Council voted to approve the TIF Agreement.

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and contingent upon receipt of authorization from the City Council and in accordance with applicable law, the parties hereby agree as follows:

A. THE CITY'S OBLIGATIONS.

1. The City Council approved the provisions of this TIF Agreement on [REDACTED], 2023 pursuant to the Resolution attached hereto. The City Council hereby authorizes the Mayor to execute this TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and the Owner with this TIF Agreement's terms. The Mayor is authorized to act for and on behalf of the City in proceedings relating to the approval of this Agreement by the Massachusetts Economic Assistance Coordinating Council (the "EACC").
2. A Tax Increment Financing exemption (the "Exemption") for the Project Area is hereby granted to the Company and the Owner by the City in accordance with Chapter 23A, Section 3E, as amended; Chapter 40, Section 59, as amended; and Chapter 59, Section 5, Cl. Fifty-first, of the Massachusetts General Laws and the applicable regulations thereunder. The Exemption shall be for a period of five (5) years (the "Exemption Term"), commencing on July 1, 2024 (the beginning of fiscal year 2025) and ending on June 30, 2029 (the end of fiscal year 2029). The Exemption shall pertain only to real property taxes for the Project Area, and shall provide an exemption from taxation of the new incremental value of the Project Area resulting from the Project, as determined by the City of Marlborough Assessor, according to the following schedule:

**PROJECT AREA'S REAL PROPERTY
TAX EXEMPTION SCHEDULE**

Fiscal Year	Real Property Exemption Percentage
2025	100%
2026	90%
2027	75%
2028	50%
2029	20%

3. The base valuation for the Project Area shall be the Project Area's assessed valuation in the base year. The base year is the most recent fiscal year immediately preceding the fiscal year in which the property becomes eligible for the TIF exemption. The Project shall become eligible for the Exemption on the July 1st following the date on which the EACC approves the TIF Agreement which is expected to be December 14, 2023. Therefore, the exemption is expected to commence on July 1, 2024, which is the beginning of fiscal year 2025. Accordingly, the base year for this TIF Agreement will be fiscal year 2024.
4. The base valuation shall be adjusted annually by an inflation factor, which is based on a portion of the increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59(iii) of the Massachusetts General Laws. This adjusted base valuation will remain fully taxable (i.e., the Tax Increment Financing Exemption shall not apply to or be calculated with respect to the adjusted base valuation and no portion of the adjusted base valuation shall be eligible for exemption from Chapter 59 property taxation) throughout the term of this TIF Agreement. Only the increased value or "increment" created by improvements will be the amount eligible for exemption from taxation.
5. The Exemption shall not apply to personal property taxes.

B. THE COMPANY'S OBLIGATIONS AND THE OWNER'S OBLIGATIONS.

1. The City is granting the Tax Increment Financing Exemption for the Project Area in consideration of the following commitments:
 - (a) In anticipation of the receipt of the TIF benefits described in this Agreement, the Company agrees that it will lease the Project Area from the Owner and develop the site into a state-of-the-art internal a state-of-the-art GMP/Lab facility; and
 - (b) As part of leasing the Project Area, the Company agrees that the Company and the Owner will make capital improvements pursuant to the terms of the Project Area lease which are currently estimated to be approximately \$100 million in combined soft, real property and personal property costs, and that it will timely pay all municipal permit fees required in connection with such improvements and investment;
 - (c) The Company and the Owner agree to timely pay all of the taxes owed to the City by the Company and the Owner, respectively, over the term of this TIF Agreement; and

- (d) The Company agrees to create and maintain at least 120 new permanent full-time jobs at the Project Area for permanent full-time employees (as "permanent full-time employee" is defined in Chapter 23A Section 3A of the Massachusetts General Laws), to begin employment at the Project Area as set forth in the schedule below, and whose employment by the Company commences on or after the effective date of this Agreement ("New Permanent Full-Time Employees"). The retained jobs and new jobs shall be performed, and maintained, in said building at the Project Area until the termination of this TIF Agreement. The new jobs shall not be performed remotely. The following schedule details the Company's schedule of job creation:

SCHEDULE OF JOB CREATION	
End of Fiscal Year(s)	Minimum Cumulative New Permanent Full-Time Employees
2025	117
2026	120
2027	120
2028	120
2029	120

The Company shall maintain said employment job creation, in accordance with the Schedule of Job Creation referenced above, during the life of the Agreement.

- (e) In meeting its cumulative New Permanent Full-Time Employee commitment above, and consistent with all federal, state and local laws and regulations, the Company may use commercially reasonable efforts to make available application opportunities for the New Permanent Full-Time Employee positions to qualified residents of Marlborough. Determination of whether any individual is qualified for any specific job or position shall be in the Company's sole discretion, and nothing herein shall be deemed to create any obligation of the Company to hire any of said residents. The Company will meet its obligation to make such application opportunities available to such residents if, in conjunction with the Mayor's office and the Marlborough Economic Development Corporation, the Company conducts a job fair in Marlborough for staffing its Project Area.
2. The Company shall submit annual written reports on job creation and maintenance at, job relocation to, and new investments at the Project Area to the City of Marlborough Board of Assessors, MEDC, and Mayor and to EACC by the end of December of each calendar year with respect to the immediately preceding fiscal year during which this TIF Agreement is in effect. Reports shall be submitted for fiscal year 2025 and for every fiscal year thereafter falling within the term of this TIF Agreement; thus report for fiscal year 2025, ending on June 30, 2025, shall be submitted by the end of December 2025. In addition to information that may be required by the EACC pursuant to G.L. c. 40 § 59(viii), the annual report shall be comprised of the following information:

- (a) Employment levels at the Project Area at the beginning and end of the reporting period, with a designation of the number of employees that are net new employees as of the effective date of this Agreement and the number of employees that were employed by the Company in the Project Area prior to the effective date of this Agreement;
- (b) The specific number of Marlborough residents respectively employed at the Project Area at the beginning and at the end of the reporting period;
- (c) An accounting of the commercially reasonable efforts made by the Company to make New Permanent Full-Time Employee positions available to qualified residents of Marlborough;
- (d) A narrative of the reasonable efforts made by the Company to solicit Marlborough businesses, vendors and suppliers to participate in requests for quotations for goods and services to be purchased by the Company as part of the Project, including but not limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project (collectively, "Engage Local Businesses");
- (e) The Company's financial contribution to the City (such as property taxes, motor vehicle excise taxes, and water and sewer fees) for the fiscal year; and
- (f) A description of any private investment, including but not limited to donations and/or perpetual maintenance of land for recreational purposes, made by the Company for the benefit of the community during the reporting period.

During the term of this TIF Agreement, the Company and the Owner shall provide the City with any and all information reasonably requested and relating to the Project Area including the Company's and the Owner's improvements to the Project Area as the City may reasonably deem necessary to monitor the Company's compliance with this TIF Agreement. In the event the Company or Owner reasonably asserts that information further requested by the City may contain confidential information, the parties agree to seek to enter into an agreement relative to the confidentiality and disclosure of such information to the extent permitted by law.

The Company shall also submit any reports required by law, including annual reports required through the Commonwealth's on-line portal, with a written copy to the City.

3. The Tax Increment Financing Exemption percentage applicable to the tax exemption schedule above will automatically be adjusted downward in any particular fiscal year that the Company does not meet its minimum cumulative New Permanent Full-Time Employee requirements described in the Schedule of Job Creation above. Under this Paragraph 3, the exemption percentage applicable to the exemption schedule above will be adjusted for the fiscal year beginning after the job requirement date, utilizing the following formula:

(Actual Cumulative New Permanent Full-Time Employee Level / Minimum Cumulative New Permanent Full-Time Employee Requirement) x Scheduled Exemption Percentage = Actual Exemption Percentage.

For example, if the actual cumulative New Permanent Full-Time Employee level at the end of FY 2026 is 60 instead of 120, then the real property tax exemption percentage otherwise applicable for FY 2027 would be $(60/120) \times 75\% = 37.5\%$. Therefore, the Exemption for FY 2027 would be reduced to 37.5% rather than 75% as set forth in the schedule.

The Exemption percentages applicable to the tax Exemption schedule above will, for later fiscal years, revert back to the original exemption schedule if the Company restores the job level based on the minimum cumulative New Permanent Full-Time Employee requirement for that later year. If the Company meets or exceeds its minimum cumulative New Permanent Full-Time Employee requirements, the exemption schedule will not be adjusted.

4. The Company will be in default of its respective obligations under this TIF Agreement if the City determines that the Company fails to meet or comply with any of the requirements specified in Section B of this TIF Agreement, and the City further determines that such failure continues or remains uncured for one hundred eighty (180) days (or such longer time as the City may deem appropriate under the circumstances) after the date of written notice, provided by the City to the Company, explaining in reasonable detail the grounds for or nature of such failure. Upon the City's determination that any default by the Company has continued or remained uncured for such period after the date of such written notice, the City may take such action as it deems appropriate to enforce the Company's obligations under this TIF Agreement, including but not limited to a request that EACC revoke its certification of the Project for eligibility for a Tax Increment Financing Exemption; any such request would be in addition to the automatic downward adjustment of the exemption schedules, as described in Section B.3 above. Upon any such revocation, the City shall have the right, upon written notice to the Company, to terminate the Tax Increment Financing Exemption benefits described in Paragraph 2 of Section A, commencing as of the fiscal year in which the City has determined the Company to be in default or, if such benefits have already been received by the Company, for the fiscal year in which the City has determined the Company to be in default, commencing as of the fiscal year immediately following that fiscal year. Any notice required hereunder shall be in writing and effective upon receipt.
5. In addition to discontinuance of benefits as set forth in Paragraph B(4) above, if the Agreement is revoked because the Company has failed to satisfy any of the requirements in Section B, then, pursuant to Massachusetts General Laws Chapter 23A, Section 3F(e), the City may recapture the value of any taxes not paid due to the Exemption provided herein. Said recapture shall be made through a special assessment on the Company in the municipal fiscal year that follows the EACC's decision to revoke project certification. The assessment, payment, and collection of said special assessment shall be governed by procedures provided for the taxation of omitted property pursuant to Massachusetts General Laws Chapter 59, Section 75, notwithstanding the time period set forth in said

Chapter 59 for which omitted property assessments may be imposed for each of the fiscal years included in the special assessment. This paragraph does not provide for any right of recapture against the Owner or the Property.

6. The City shall be given sixty (60) days' written notice prior to any Company announcement to the general public (specifically excluding any communications to the Owner or the Company's employees) of a proposed move from, vacation of, abandonment of, or other failure to maintain operations at, the Project Area during the term of this Agreement, unless such notice would be in violation of any law, regulation or contractual obligation of the Company. Said notice shall identify the prospective new tenant, if any; may include information about such prospective new tenant which is not otherwise subject to a confidentiality agreement; and shall be given to: Mayor's Office and to the Board of Assessor's Office, City Hall, 140 Main Street, Marlborough, MA 01752. Said notice will be the confidential information of Company, and the City shall not, except as required by law, disclose any information provided by the Company regarding any proposed disposition of the Project Area or any portion thereof by the Company or the Owner.
7. The Company shall use reasonable efforts to Engage Local Businesses to participate in requests for quotations for goods and services to be purchased by the Company as part of the Project, including but not limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project. So long as the Company contacts the Marlborough Economic Development Corporation at the later of: (i) the beginning of the Project, or (ii) within a reasonable amount of time after the Agreement has been executed by all parties, with a description of the qualifications of the local businesses, vendors and suppliers from whom, at that time, the Company is seeking requests for quotations, the Company shall be deemed to have made reasonable efforts to Engage Local Businesses under this Section 7. However, the extent to which the Company shall hire or purchase from local businesses, vendors and suppliers under this Section 7 shall be in the Company's sole discretion, and nothing herein shall be deemed to require the Company to hire or purchase from local businesses, vendors and suppliers.

C. OTHER CONSIDERATIONS.

1. Pursuant to G.L. c. 40 § 59(v)(d), this Agreement shall be binding upon the Company and its successors and assigns, and upon the Owner and its successors and assigns, and upon the City and its successors and assigns.
2. This Agreement is subject to M.G.L. Chapter 23A, Sections 3A-3F inclusive; M.G.L. Chapter 40, Section 59; and M.G.L. Chapter 59, Section 5, Cl. Fifty-first and the applicable regulations thereunder.
3. The Owner shall pass along to the Company all real property tax savings resulting from this Agreement. No other building or structure (or portion thereof) at the Property shall be eligible for a Tax Increment Financing Exemption, unless specifically authorized by a separate tax increment financing agreement. The parties acknowledge and agree that

there is no public construction contemplated by this Agreement and, therefore, no betterment schedule referred to in Massachusetts General Laws Chapter 40, Section 59 is required.

4. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
5. The effective date of this Agreement shall be December 14, 2023, the (presumptive) date of the Economic Assistance Coordinating Council's approval of the EDIP Preliminary Application and TIF Agreement.
6. All notices, reports or other communications required or permitted under this TIF Agreement must be in writing signed by a duly authorized representative of the City, Company, or Owner, as the case may be, and shall be (i) hand delivered, (ii) delivered by a nationally recognized overnight delivery service, or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

CITY: City of Marlborough
City Hall, 4th Floor
Attention: Mayor's Office
140 Main Street
Marlborough, MA 01752

With a copy to: Legal Department at same address

With a copy to: Marlborough Economic Development Corporation
91 Main Street, Suite 204
Marlborough, MA 01752

COMPANY: Sartorius Stedim North America, Inc.
565 Johnson Avenue
Bohemia, NY 11716

With a copy to: Legal.Notices@Sartorius.com

OWNER: Minardi Metrowest Properties, LLC
324 Grove Street
Worcester, MA 01605

7. This TIF Agreement may be executed in counterparts by the parties, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.

8. This TIF Agreement may be amended, changed, modified, or altered only by a written instrument signed by the parties to this TIF Agreement. This Agreement and the terms contained herein shall not be altered or modified unless approved by the EACC.
9. This TIF Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts.

WITNESSETH, the execution and delivery of this Agreement by the Company, the Owner and the City as an instrument under seal as of the date last written below by the signatories hereto.

AGREED TO:

COMPANY
SARTORIUS STEDIM NORTH AMERICA, INC.

By: _____

Dated: _____, 2023

Name: Maurice Phelan

Title: President

Witnessed By: _____ Dated: _____

Name: Matthew Lessler

Title: Head of Finance, North America, Sartorius Stedim North America, Inc.

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2023, before me, the undersigned notary public, personally appeared Maurice Phelan, President of Sartorius Stedim North America, Inc. and proved to me through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the preceding or attached document.

 Notary Public
 Printed Name: _____
 My Commission Expires: _____

CERTIFICATE OF AUTHORITY

The undersigned, _Maurice Phelan, hereby certifies as follows:

1. The undersigned is the _President of the Company.
2. The undersigned hereby certifies that Maurice Phelan, President of the Company, is authorized to execute binding agreements on the Company's behalf, including without limitation this Agreement.

The undersigned has executed this certificate as of this date.

Name: Maurice Phelan
Title: President, Sartorius Stedim
North America, Inc.

Dated: _____

OWNER

MINARDI METROWEST PROPERTIES, LLC

By its Manager:

[name]
Manager

Dated: _____, 2023

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2023, before me, the undersigned notary public, personally appeared _____, as manager of OWNER, and proved to me through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

CERTIFICATE OF AUTHORITY

The undersigned, _____, hereby certifies as follows:

1. The undersigned is the _____ of the Owner.
2. The undersigned hereby certifies that _____ of the Owner, is authorized to execute binding agreements on the Owner's behalf, including without limitation this Agreement.

The undersigned has executed this certificate as of this date.

Name:
Title:

Dated: _____

CITY OF MARLBOROUGH

By: _____

Arthur G. Vigeant
Mayor
City of Marlborough

Dated: _____, 2023

COMMONWEALTH OF MASSACHUSETTS

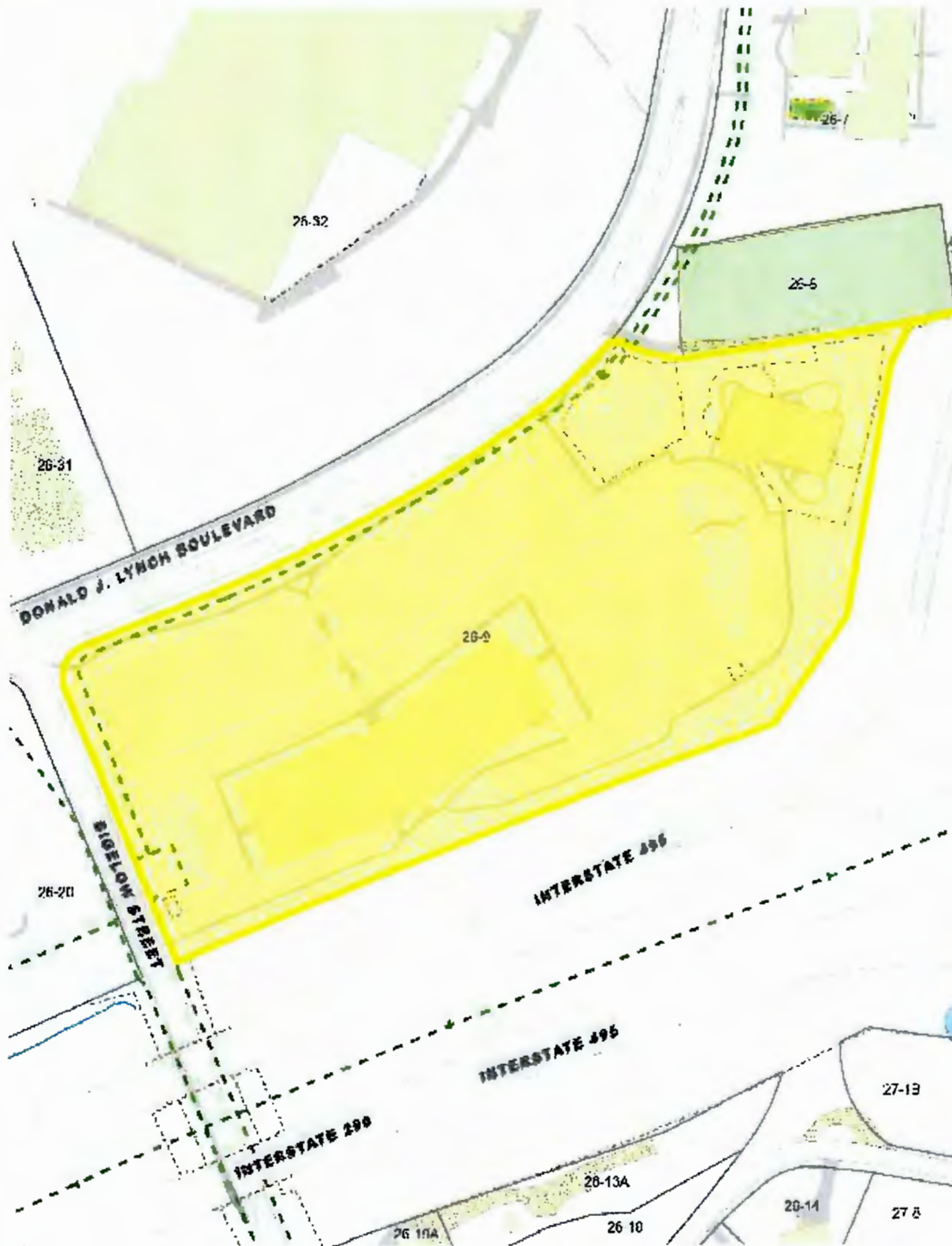
_____, ss.

On _____, 2023, before me, the undersigned notary public, personally appeared Arthur G. Vigeant, as Mayor of the City of Marlborough, and proved to me through satisfactory evidence of identification, which was _____, that he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

ATTACHMENT

Property Map





COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

Economic Development Incentive Program (EDIP)
LOCAL INCENTIVE-ONLY APPLICATION

A complete application with all required attachments must be submitted in electronic form to your MOBD Regional Director by 5:00 P.M. on the [application deadline date](#). **Applications that are incomplete or submitted after the deadline will not be considered at the scheduled EACC meeting, without exception.**

For assistance with this application please work with your MOBD Regional Director and local municipal official. Refer to [402CMR 2.00](#)

PART I. COMPANY OVERVIEW						
1. COMPANY INFORMATION						
Company Name:	Sartorius Stedim North America, Inc.					
Project Location Address:	Street Address:		200 Donald Lynch Blvd			
	City:	Marlborough	Massachusetts	Zip Code:	01752	
FEIN # (Federal Employer Identification Number)	#77-0669801					
DUA # (Dept. of Unemployment Assistance Number)	#96409820					

2. COMPANY CONTACT						
Executive Officer/ Company Designee:	Full Name:	Maurice Phelan	Title:	President		
Contact (if different from above)	Full Name:		Title:			
Contact Address:	Street Address:		150 Locke Dr			
	City:	Marlborough	State:	Massachusetts	Zip Code:	01752
Telephone Number:	(631) 627-9626					
Email Address:	maurice.phelan@sartorius.com					

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

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3. COMPANY DESCRIPTION & HISTORY

Please provide a description of the proposed expansion project. Additionally, please explain why the local incentives are necessary for this project to move forward.

Sartorius Stedim North America Inc. is a Sales and Service company, specializing in single-use products and equipment for the manufacture of biologics. Sartorius Stedim North America Inc. is part of Sartorius Stedim Biotech S.A., a global, publicly traded company with 16,000 employees as of December 31, 2022. The company's Products & Services include: Filtration Equipment & Consumables, Integrity Testers, Membrane Chromatography, Mixing Systems, Single-Use Bags & Connectors, Process Controllers, Centrifuges, Crossflow Hardware & Consumables, Fermentation Bioreactors, Auto-Robotic Systems, PAT/QbD Data Analysis Software, Tissue Culture Media, Freeze-Thaw Equipment & Consumables, Virus Counters & Antibody-Based Detection Systems • Installation, Qualification (IQ/OQ/SAT), Preventive Maintenance and Repair, Calibration, Validation Services, Training, Support Information, Testing Services.

PART II. ECONOMIC DEVELOPMENT PROJECT

1. NATURE & PURPOSE OF PROPOSED PROJECT

Please provide a description of the proposed expansion project. Please be sure to include reason for expansion/relocation, scope of project overall (ex. capital improvements to property, project timeline, square footage, misc. enhancements, etc.)

Please provide a description of the proposed expansion project. Please be sure to include reason for expansion/relocation, scope of project overall (ex. capital improvements to property, project timeline, square footage, misc. enhancements, etc.) The expansion at 200 Donald Lynch BLVD, Marlborough is a 60,000 square foot project to build Research and Development, GMP Manufacturing and Services Support for our Biotechnology customers/clients. Including in these capabilities will be Corporate Research, Process Development, Product Development, Separations Services and Applications Services. The construction and facility improvement investment is targeted at \$59.8M, which includes expansive facility improvements to convert the office building to a lab/office facility. Also invested, will be \$27.2M in process and analytical equipment (~\$87M total investment) The current project timeline completion is Q2 of 2024, with a current estimated date of April 18th.

2. PROJECT TIMELINE

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
01/18/2022	11/30/2023	06/01/2024	06/01/2024

Additional Information (if necessary) on Project Timeline:

3. PRIVATE INVESTMENT

Total Projected Private Investment:	\$87,000,000
Additional Information (if necessary) on Investment:	
Construction Investment - \$59.8million Process and Analytical Equipment Investment - \$27.2million	

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

7-20

4. MASSACHUSETTS EMPLOYMENT

(a) Is the applicant new to Massachusetts?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(i) If no, where are the existing Massachusetts facilities?	150 Locke Drive, Marlborough, MA 450 Donald Lynch Blvd, Marlborough, MA 245 First St. Cambridge, MA 118 South St, Hopkinton, MA 01748
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please explain:
Additional Information (if necessary) on Investment: Construction Investment - \$59.8million Process and Analytical Equipment Investment - \$27.2million	

5. EMPLOYMENT & JOB CREATION**(A) SARTORIUS STEDIM NORTH AMERICA, INC. EXISTING EMPLOYMENT AT PROJECT LOCATION**

Please indicate the number of Permanent Full-Time Jobs to be created in total and by year. If job creation timeline exceeds five years, please complete the "Extended Job Creation Schedule" and attach as an addendum.

(i) Permanent Full-Time Employment at Project Location at Date of Application:	(ii) Permanent Full-Time Employees to be Transferred from other Massachusetts Site to Project Location:	(iii) Total Permanent Full-Time Existing Jobs to be Retained at Project Location (sum of questions 5 (a) i. & ii.):
0	0	0

Notes (if necessary) on Current Project Location Employment

(B) SARTORIUS STEDIM NORTH AMERICA, INC. JOB CREATION SCHEDULE AT PROJECT LOCATION

Permanent Full-Time Jobs to be Created (net new to facility and Massachusetts):	120
2025	117
2026	3
2027	0
2028	0
2029	0

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

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6. FACILITY

(a) Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?	Lease <input checked="" type="checkbox"/> Own <input type="checkbox"/> Rent <input type="checkbox"/>
(i) If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?	Mario Minardi Partner Minardi Limited Partnership
(c) Does the applicant intend to utilize the Commonwealth's Abandoned Building Deduction? Please note: To be eligible for the deduction the building the applicant plans to inhabit must have been at least 75% vacant or unused for 24 months or more.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name vacancy percentage and duration: % Vacant for months

PART III. LOCAL INCENTIVE AGREEMENT INFORMATION

Please work with the local municipality and your MOBD Regional Director in completing the below section.

1. MUNICIPAL CONTACT

Municipal Contact:	Full Name:	Mario Minardi	Title:	Partner
Contact Address:	Street Address:	324 Grove Street		
	City:	Worcester	State:	Massachusetts
	Zip Code:	01605		
Telephone Number:	(508) 421-6739			
Email Address:	maurice.phelan@sartorius.com			

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

7-22

2. LOCAL INCENTIVE AGREEMENT

(a) Type of Local Incentive:	<input checked="" type="checkbox"/> Tax Increment Financing (TIF) <input type="checkbox"/> Special Tax Assessment (STA) <input type="checkbox"/> Other	
Value (if Other):		
Detail from where the amount is (if Other):		
i) Duration of Local Incentive:	5	
ii) Exemption Schedule of Local Incentive:	100-90-75-50-20	
iii) Start & Expiration Date of Local Incentive: If Agreement commences upon certificate of occupancy please check box:	Start Date: 07/01/2024 Expiration Date: 06/30/2028 <input type="checkbox"/> Local Incentive Agreement commences upon certificate of occupancy and the dates represent best projections of the start & expiration of the local incentive based on the project timeline.	
iv) Date Municipality Approved Local Tax Incentive or Date of Scheduled Vote:	Date Municipality Approved Local Tax Incentive: 11/13/2023 Date of Scheduled Vote: 11/13/2023 <input type="checkbox"/> N/A	
(b) Attachment A: Local Incentive Agreement Please attach a signed copy of the TIF, STA, or other municipal incentive agreement.	Attached <input checked="" type="checkbox"/>	
	Not Completed <input type="checkbox"/>	
	N/A <input type="checkbox"/>	
(c) Attachment B: Municipal Vote by Authoritative Body Approving Incentive Please attach a copy of the vote approving the local incentive.	Attached <input type="checkbox"/>	
	Not Completed <input checked="" type="checkbox"/>	
	N/A <input type="checkbox"/>	
(d) Exhibit 1: Local Incentive Valuation Please complete the attached exhibit detailing the estimated property tax exemption over the life of the agreement. https://www.mass.gov/doc/exhibit-1-local-incentive-valuation-local-incentive-only/download	Attached <input checked="" type="checkbox"/>	
	Not Completed <input type="checkbox"/>	
	N/A <input type="checkbox"/>	

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

7-23

PART IV. LABOR AFFIRMATION & DISCLOSURES**1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS**

☒ As an applicant requesting Certified Project approval, Sartorius Stedim North America, affirms that this business will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

☒ As an applicant requesting Certified Project approval, Sartorius Stedim North America, affirms that this business will not knowingly employ developers, subcontractors, or other third parties that unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

2. COMPANY DISCLOSURE

Within the past five years, has the applicant or any of its officers, directors, employees, agents, or subcontractors of which the applicant has knowledge, been the subject of (if yes, please provide details):

(a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law;

Yes ☐ No ☒

Details:

(b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or

Yes ☐ No ☒

Details:

(c) any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful?"

Yes ☐ No ☒

Details:

V. AUTHORIZATION & CERTIFICATIONS**1. CERTIFICATE OF GOOD STANDING**

Provide proof of good tax standing in the Commonwealth of Massachusetts via a Massachusetts Department of Revenue Certificate of Good Standing for each of the businesses intending to take advantage of the state tax incentives.

**Applications will not be reviewed by the Economic Assistance Coordinating Council until a Certificate of Good Standing has been received.*

To obtain a Certificate of Good Standing visit: <https://www.mass.gov/how-to/request-a-certificate-of-good-standing-tax-compliance-or-a-corporate-tax-lien-waiver>

Attached ☒

**Date of DOR Application
for Certificate of Good
Standing:**

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

7-24

2. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT

I/We, Maurice Phelan, President, of the applicant business applying for "Certified Local Incentive Only Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales to the best of my/our knowledge after having conducted reasonable inquiry. I/We understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Local Incentive Only Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Local Incentive Only Project is the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information I/We make this certification under the pains and penalties of perjury. I/we agree to submit a Calendar Year Annual Report to the Massachusetts Office of Business Development to give updates on the progress of the project.

The signatories also hereby acknowledge that, under the Public Records law of the Commonwealth of Massachusetts, this application and all documents submitted in support thereof are public records under the provisions of Massachusetts G. L., Ch. 4, sec. 7 (26).

Signed:

Maurice
Phelan

Maurice

Phelan

11/09/2023

Name
Title
Date

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

7-25

3. DEPARTMENT OF UNEMPLOYMENT ASSISTANCE CONSENT FOR DISCLOSURE OF WAGE REPORTING INFORMATION

Consent for the Disclosure of Wage Reporting Information for Federal Employment Identification Number (FEIN): # 77-0669801

Division of Unemployment Assistance (DUA) Number: # 96409820

I/We, Maurice Phelan, a duly authorized representative of Sartorius Stedim North America and of all the other businesses listed in this Local Incentive Only Application (hereinafter "Employer"), hereby releases and gives authority to the Massachusetts Department of Unemployment Assistance, pursuant to G.L. c. 151A, §46(1), to provide the Economic Assistance Coordinating Council, upon its request, with the Employer's information, including but not limited to, wage reporting information, that is (a) necessary to verify the amount and tax year in which the Employer claims any of the Tax Incentives awarded in the Economic Development Incentive Program or Employer's fulfillment of job creation and job retention commitments as indicated in the supplemental application and job chart, or (b) otherwise necessary to ensure the proper operation or enforcement of this Agreement or the Program.

This authorization is effective upon date of signature and will be valid until superseded by a subsequent application or revoked in writing.

Signed:

*Maurice
Phelan*

Maurice

Phelan

11/09/2023

Name

Title

Date



City of Marlborough
Planning Board

Administrative Office
135 Neil St.
Marlborough, MA 01752

8
PLANNING BOARD

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CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 OCT 30 PM 4:41
Sean N. Fay, Chair
Barbara L. Fenby
James Fortin
Patrick Hughes
Dillon LaForce
George LaVenture
Christopher Russ

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

October 25, 2023

Council Vice President Kathleen Robey
Marlborough City Council
140 Main St.
Marlborough, MA 01752

RE: Council No. 22-23-1008721H – Proposed Zoning Amendment to Chapter 650, Definitions, Affordable Housing and MV District

Honorable Vice President Robey and Councilors:

At its regularly scheduled meeting on October 23, 2023, the Planning Board took the following action:

On a motion by Dr. Fenby seconded by Mr. Russ, the Board voted to send a favorable recommendation to the City Council on the above referenced Proposed Zoning Amendment, with the following recommendations:

- Consider whether the affordable housing requirements in the proposed amendment will make redevelopment projects along Main Street cost prohibitive.
- Consider excluding Main Street from Maple Street to Mechanic Street from the requirement.
- Increase the parking space fee to \$40,000.00.
- Keep a tabulation of the number of parking spaces waived in exchange for fee payments.
- Designate an account for the funds received from the parking space fees to be used to create additional parking in the downtown area.

Yea: Fay, Fenby, Fortin, LaVenture, and Russ. Nay: 0. Motion carried. 5-0.

Sincerely,

Sean N. Fay
Chairperson

Enclosure

cc: Building Commissioner
City Clerk



MAURA T. HEALEY
GOVERNOR

KIM DRISCOLL
LIEUTENANT GOVERNOR

COMMONWEALTH OF MASSACHUSETTS
DIVISION OF BANKS

1000 Washington Street, 10TH Floor, Boston, MA 02118-6400
(617) 956-1500 · Fax (617) 956-1599 · TDD (617) 956-1577
www.Mass.Gov/DOB

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CITY OF MARLBOROUGH
2023 NOV -8 PM 4:30

YVONNE HAO
SECRETARY OF ECONOMIC
DEVELOPMENT

LAYLA R. D'EMILIA
UNDERSECRETARY

MARY L. GALLAGHER
COMMISSIONER

October 19, 2023

VIA Electronic Mail to: atlarge_3@marlborough-ma.gov

Michael Ossing, At-Large Councilor
City Council
140 Main Street, 2nd Floor
Marlborough, MA 1752

Dear At-Large Councilor Ossing,

Please be advised that the Division of Banks (the Division) is establishing a public comment period on the license application filed by Ventura Enterprises, LLC d/b/a Change Your Check (the Applicant). The Applicant has applied to become licensed to operate as a check casher at 147 Main Street, Marlborough, Massachusetts under Massachusetts General Laws chapter 169A, section 3 and its implementing regulation 209 CMR 45.03.

When considering an application for a check casher license, the Division is required to assess the impact of the proposed business on the local economy and public safety.

The Division would greatly value your perspective and input on this matter through a written statement. Written comments should be submitted via email to Deputy Commissioner Aimee Desai at Aimee.Desai@mass.gov. Emailed comments must be received on or before Monday, November 20, 2023. If email is not available, written comments may also be submitted to the Division at the above address on or before Monday, November 20, 2023.

If you have any questions, please contact Deputy Commissioner Aimee Desai at 617-956-1564, or by email at Aimee.Desai@mass.gov.

Sincerely,

Mary L. Gallagher
Commissioner of Banks
Commonwealth of Massachusetts



City of Marlborough
BUILDING DEPARTMENT

140 MAIN STREET

MARLBOROUGH, MA 01752

TEL. (508) 460-3776 FACSIMILE (508) 460-3736

BUILDING_DEPT@MARLBOROUGH-MA.GOV

TIN HTWAY

BUILDING COMMISSIONER

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 CITY OF MARLBOROUGH

PAMELA WILDERMAN

CHIEF CODE ENFORCEMENT
 OFFICER

2023 OCT 30 PM 2:51

October 30, 2023

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

RE: Mass. Division of Banks
 Request for Opinion
 Ventura Enterprises LLC
 147 Main Street

Chairperson Ossing and Members:

Attached please find a "Cease Directive" issued by the Mass. Division of Banks for Mr. Ventura for performing illegal check cashing. That occurred as a result of complaints to this office by legal licensed check cashing businesses in Marlborough. I had to contact the Bank Division again a few years later to again investigate illegal check cashing.

With at least four legal check cashing businesses within a mile of this location (31 Spring Hill, 223A Main St, 7-9 Mechanic St and 55 Mechanic Street), I'm not sure that another check cashing business meets the type of businesses the Council envisioned by creating the Marlborough Village District.

Sincerely,

Pamela A. Wilderman
 Chief Code Enforcement Officer

Cc: City Council
 City Clerk
 File

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SEARCH

[\(1\) > Executive Office of Economic Development \(/orgs/executive-office-of-economic-development\)](#) > [...](#) > [Financial Industry Legal Resources \(/financial-industry-leg](#)

CEASE DIRECTIVE

Millenium Communications and Luis A. Ventura, Individually

DATE: 01/07/2013

ORGANIZATION: Division of Banks

LOCATION: Marlborough, Milford MA

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Millenium Communications, Marborough, MA and Luis A. Ventura, Individually, Milford, MA - Cease Directive (#millenium-communications-marborough-ma-and-luis-a-ventura-individually-milford-ma-cease-directive)

COMMONWEALTH OF MASSACHUSETTS (#commonwealth-of-massachusetts)

Suffolk, SS. COMMISSIONER OF BANKS CHECK CASHER LICENSING CEASE DIRECTIVE (#suffolk,-ss.-commissioner-of-banks-check-casher-licensing-cease-directive)

Millenium Communications, Marborough, MA and Luis A. Ventura, Individually, Milford, MA - Cease Directive

COMMONWEALTH OF MASSACHUSETTS

Suffolk, SS.

COMMISSIONER OF BANKS CHECK CASHER LICENSING

CEASE DIRECTIVE

**In the Matter of
MILLENIUM COMMUNICATIONS
Marlborough, Massachusetts
and
LUIS A. VENTURA, Individually
Milford, Massachusetts**

The Commissioner of Banks (Commissioner) is charged with the administration of Massachusetts General Laws chapter 169A and its implementing regulation 209 CMR 45.00 et seq. governing the licensing and supervision of check cashers. Pursuant to the authority granted by Massachusetts General Laws chapter 169A, the Commissioner has investigated the activities of Millenium Communications (Millenium Communications or the Business) with an address of 147 Main Street, Marlborough, Massachusetts, and Luis A. Ventura to determine if Millenium Communications and Luis A. Ventura, have engaged in the business of, and/or are continuing to engage in, acts or practices constituting violations of Massachusetts General Laws chapter 169A. Based upon such investigation, the Division of Banks (Division) hereby issues the following CEASE DIRECTIVE (Directive) as a result of the findings alleged herein.

A. FINDINGS OF FACT

1. The Division, through the Commissioner has jurisdiction over the licensing and regulation of persons and entities engaged in the business of cashing checks in Massachusetts pursuant to Massachusetts General Laws chapter 169A, section 2.
2. Luis A. Ventura is, and at all relevant times has been the sole owner of Millenium Communications located at 147 Main Street, Marlborough, Massachusetts.
3. Massachusetts General Laws Chapter 169A, section 2, relative to the licensing requirements for entities engaged in check cashing states, in part: No person or entity shall engage in cashing checks, drafts or

money orders for a consideration in excess of one dollar per item without first obtaining a license from the commissioner.

4. Massachusetts General Laws chapter 169A, section 13, states, in part: Whoever violates any provision of section two or any rule or regulation made thereunder by the commissioner shall be punished by a fine of not more than five hundred dollars or by imprisonment for not more than six months, or both. Each day a violation continues shall be deemed a separate offense.
5. On or about October 5, 2010, the Division issued a Cease Letter to Millenium Communications ordering the Business to cease engaging in unlicensed check cashing activity and required Millenium Communications and Luis A. Ventura as the owner of the Business to complete an affidavit attesting that no business entity owned operated or controlled by Luis A. Ventura would operate as a check cashier prior to obtaining a license.
6. On October 13, 2010, the Division received the affidavit signed by Luis A. Ventura as the owner of Millenium Communications, certifying that the Business had ceased operating as a check casher. Luis A. Ventura further certified that no business entity owned operated or controlled by Luis Ventura would begin operating as a check cashier prior to obtaining a license.
7. On or about December 3, 2012, the Division became aware that Millenium Communications and Luis A. Ventura were engaged check cashing activity in violation of Massachusetts General Laws chapter 169A, section 2 and operating a check cashing business from the Marlborough, Massachusetts location.
8. The Division's review of an incident report filed by Luis A. Ventura with the Marlborough, Massachusetts Police Department indicates that on or about March 8, 2012, Millenium Communications cashed a check that was presented to Millenium Communications by an individual in the amount of \$1,117.75. The incident report further indicates that the check was returned to Millenium Communications because the account it was drawn on had been closed.
9. The Division's review of a second incident report filed by Luis A. Ventura with the Marlborough Police Department, indicates that on or about September 5, 2012, three checks totaling \$975.95 cashed by an employee of Millenium Communications were later determined to be counterfeit and/or forged. The incident report stated that Luis A. Ventura "ran a check cashing business out of his store."
10. The Division has reason to believe that Millenium Communications and Luis A. Ventura continue to engage in check cashing activity at 147 Main Street, Marlborough, Massachusetts, in violation of General Laws chapter 169A, section 2.
11. According to the Division's records, as of the date of this Directive, Millenium Communications has not filed an application with the Division to obtain a check casher license.

12. According to the Division's records, as of the date of this Directive Luis A. Ventura has not filed an application with the Division to obtain a check casher license.

B. CEASE DIRECTIVE

13. Millenium Communications and Luis A. Ventura shall immediately cease from engaging directly or indirectly in cashing checks and/or operating a check cashing business at 146 Main Street, Marlborough, Massachusetts, and at any other locations in the Commonwealth without first obtaining a license from the Commissioner for such location(s) in accordance with Massachusetts General Laws chapter 169A and the Division's regulation 209 CMR 45.00 et seq.
14. Millenium Communications and Luis A. Ventura shall within ten (10) days of the effective date of this Directive provide the Division with a complete record of all checks cashed, including the dollar amount of the checks cashed and the fees charged by the Business to consumers during the period from October 13, 2010 through the effective date of this Directive.
15. Millenium Communications and Luis A. Ventura shall, within thirty (30) days of the effective date of this Directive, reimburse fees to all persons for whom a fee in excess of one dollar was charged by Millenium Communications for checks cashed between October 13, 2010 and the effective date of this Directive. Reimbursements shall be made to each person on a per transaction basis in an amount equal to the entire portion of the check cashing fee charged by Millenium Communications for such transaction. A record shall be provided to the Division of the names and addresses of all individuals who have cashed checks with Millenium Communications, the amount of each transaction, the total fees charged on each transaction, check numbers of payments issued by Millenium Communications to evidence reimbursements made to consumers, and the amount reimbursed to each individual.
16. Millenium Communications must submit a response within five (5) days of receipt of this Directive. The response submitted by Millenium Communications must also include a signed copy of the enclosed affidavit, attesting that Millenium Communications will immediately cease from engaging in the business of a check casher in Massachusetts.

BY ORDER AND DIRECTION OF THE COMMISSIONER OF BANKS.

Dated at Boston, Massachusetts, this 7th day of January 2013.

By:

David J. Cotney

Commissioner of Banks

Commonwealth of Massachusetts



(/)

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Site
Policies (/massgov-site-policies)

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CITY OF MARLBOROUGH

2023 NOV -8 AM 9:46

Questions contact – Dana Larson #508-482-1243

Petition of the Massachusetts Electric Company d/b/a NATIONAL GRID
Of BROCKTON, MASSACHUSETTS
For Electric Conduit Location:

To the City Council of Marlborough

Respectfully represents the Massachusetts Electric Company d/b/a NATIONAL GRID of Brockton Massachusetts, that it desires to construct a line of underground electric conduits, including the necessary sustaining and protecting fixtures, under and across the public way or ways hereinafter named.

Wherefore it prays that after due notice and hearing as provided by law, it be granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as it may find necessary for the transmission of electricity, said underground conduits to be located substantially in accordance with the plan filed herewith marked – Donald Lynch Boulevard - Marlborough, Massachusetts.

The following are the streets and highways referred to: **30831397**

Donald Lynch Boulevard - Beginning at a point approximately 550' feet Northeast of the centerline of the intersection of Bigelow Street and Donald Lynch Boulevard. Install underground facilities on Donald Lynch Boulevard. Install new manhole switchgear on Donald Lynch Boulevard to service new transformer at 200 Donald Lynch Boulevard.

Location approximately as shown on plan attached.

Massachusetts Electric Company d/b/a
NATIONAL GRID *Hilton Lopes*
BY _____
Engineering Department

Dated: September 18, 2023

ORDERED:

Notice having been given and public hearing held, as provided by law, that the Massachusetts Electric Company d/b/a NATIONAL GRID be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way or ways hereinafter referred to, and to make the necessary house connections along said extensions, as requested in petition with said company dated the 18th day of September, 2023.

Said underground electric conduits shall be located substantially in accordance with the plan filed herewith marked – Donald Lynch Boulevard - Marlborough, Massachusetts **30831397**

The following are the public ways or part of ways along which the underground electric conduits above referred to may be laid:

Donald Lynch Boulevard - Beginning at a point approximately 550' feet Northeast of the centerline of the intersection of Bigelow Street and Donald Lynch Boulevard. Install underground facilities on Donald Lynch Boulevard. Install new manhole switchgear on Donald Lynch Boulevard to service new transformer at 200 Donald Lynch Boulevard.

I hereby certify that the foregoing order was adopted at a meeting of the
.....
....., held on the day of, 20

....., 20

Received and entered in the records of location orders of the City/Town of
Book Page

Attest:

.....

..... hereby certify that on20....., at o'clock,M
at, a public hearing was held on the petition of
Massachusetts Electric Company d/b/a NATIONAL GRID for permission to construct the
underground electric conduits described in the order herewith recorded, and that I mailed at least
seven days before said hearing a written notice of the time and place of said hearing to each of the
owners of real estate (as determined by the last preceding assessment for taxation) along the ways
or parts of ways upon which the Company is permitted to construct the underground electric
conduits under said order. And that thereupon said order was duly adopted.

Pole & UG Petition/Permit Request Form

City
Town of Marlboro WR # 30831397
(circle one)

Install _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Remove _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Relocate _____ SO
(quantity) JO Poles on _____
(circle one) (street name)

Beginning at a point approximately 550' feet NE of the centerline
(distance) (compass heading)

of the intersection of Bigelow St and Donald Lynch Blvd
(street name)

and continuing approximately 0 feet in a _____ direction.
(distance) (compass heading)

Install underground facilities:

Street(s) Donald Lynch Blvd

Description of Work:

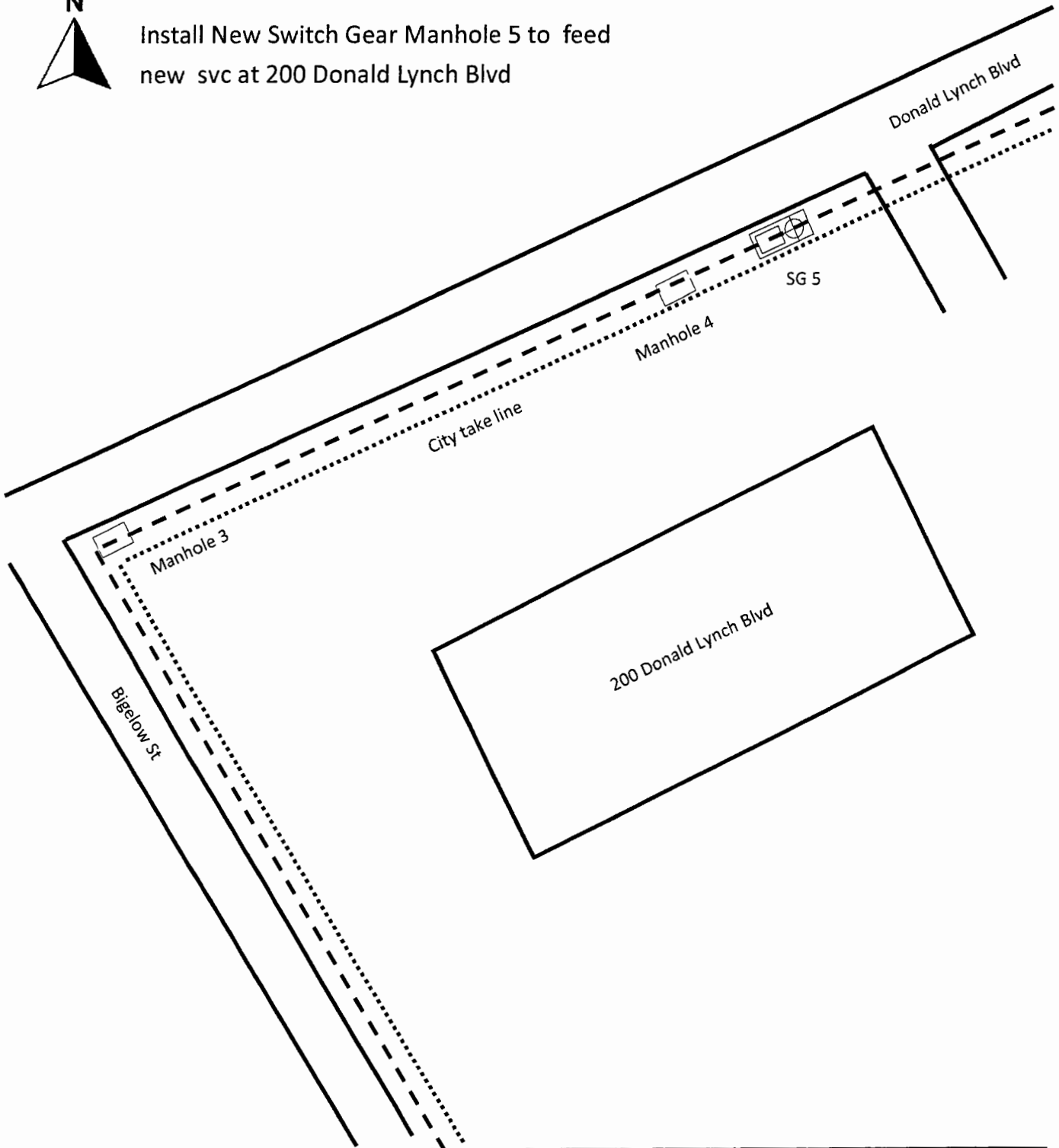
Install new Manhole Switchgear on Donald Lynch Blvd to service new transformer at 200 Donald Lynch Blvd

ENGINEER Dana Larson

DATE 8/17/23



Install New Switch Gear Manhole 5 to feed
new svc at 200 Donald Lynch Blvd



LEGEND		Petition Sketch		DATE: 8/17/23
<div><div></div><div>Existing Manhole/ Public Property</div></div>	<div><div></div><div>Existing Primary Underground / Public Property</div></div>	200 Donald Lynch Blvd Marlborough, Ma		DESIGNER: D.LARSON
				WR—30831397
<div><div></div><div>Proposed Switchgear Manhole / Public Property</div></div>		Exhibit 'A' not to scale. The said facilities to be established by and upon the installation and erection of the facilities thereof.		Nationalgrid

CITY OF MARLBOROUGH
ROBIN HILL CEMETERY
140 MAIN ST
MARLBOROUGH, MA 01752

DIGITAL FEDERAL CREDIT UN
ATTN ACCOUNTING DEPT
220 DONALD J LYNCH BLVD
MARLBOROUGH, MA 01752

QUAD RINK LIMITED PARTNER
84 SOUTH ST
CARLISLE, MA 01741

RENFROE H LARUE TR
DONALD LYNCH BLVD REALTY
84 SOUTH ST
CARLISLE, MA 01741

Steven Kerrigan

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2023 NOV -6 AM 8: 12

From: Steven Peck
Sent: Thursday, November 2, 2023 3:39 PM
To: City Clerk; Christian Dumais; Teona Brown; Kathleen Robey; Samantha Perlman; Mark Oram; Laura Wagner; John Irish; Mike Ossing; David Doucette; Don Landers; Sean Navin
Subject: Most recent median home sales in Middlesex County

At a recent council meeting, a member of the public made a comment and stated the price of homes in Marlborough. The comment was meant to compare to the suggested pricing of the new housing being proposed off of Robin Hill Rd. This article in USA Today has markedly different pricing for our area.

This is from the USA TODAY Network (Oct 27, 2023):

Newly released data for July shows that potential buyers and sellers in Middlesex County saw houses sell for lower than the previous month's median sale price of \$775,000.

The median home sold for \$764,900, an analysis of data from Realtor.com shows. That means July, the most recent month for which figures are available, was down 1.3% from June.

While pricing is a factor for the developers of this project, it is not a factor for me. I feel that development in the section of Robin Hill Rd between the school and the power lines is going to present almost insurmountable issues relating to the quality of life in that area. These issues are the short term construction issues and the long term traffic volume issues.

This is the second time I have listened to a developer suggest that the size and nature of the project is being driven by financial issues. I think financial issues are valid reasons for a developer to choose a particular plan, the developer's finances are NOT a valid reason for the City of Marlborough to accept those plans.

I am asking that the Council not entertain any changes to the zoning in the Robin Hill Rd area at this time.

Respectfully,
 Steven Peck
 64 Victoria Ln
 Marlborough, MA



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2023 OCT 23 PM 4:19

Marlborough Public Schools

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

Call to Order

September 26, 2023

1. Mrs. Bodin-Hettinger 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 Daniel Caruso, Earl Geary, Katherine Hennessy, Heidi Matthews, 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, Tom Lafleur. MEA Representative Elton Thomas was also present.

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

2. **Pledge of Allegiance:** Mrs. Bodin-Hettinger led the Pledge of Allegiance.

3. **Presentation:** None.

4. **Committee Discussion/Directives:** None.

5. **Communications:** None.

6. Superintendent's Report:

Superintendent Murphy shared that her Superintendent Induction Program has begun for the second year. She now has a new coach, Maryellen Brunelle.

Superintendent Murphy presented on school and district MCAS and Accountability findings. The details can be found in her report.

A. Director of Finance and Operations Report

Mr. Lafleur, the Director of Finance and Operations, provided an update on the Richer Elementary MA School Building Authority (MSBA) eligibility period.

Mr. Lafleur shared that six routes in Marlborough are without bus drivers. Two drivers are currently training for their CDL licenses. The district routes without permanent drivers have been covered by combining routes and buses doubling back. However, there are a few elementary routes that are 30 minutes late each day.

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Marlborough Public Schools

School Committee
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 (508) 460-3509

B. Assistant Superintendent of Teaching & Learning Report

Dr. Skaza, the Assistant Superintendent of Teaching and Learning, reported that 45 new hires attended New Staff Orientation. He thanked the IT Department for their support with this event.

Dr. Skaza shared that the mentoring program is now active. Mentors and mentees met virtually on September 14th. All first-year educators in the district take part in this program.

New hires were trained in a two-day overview on Tier 1 practices. Whitcomb School finished their next series of Tier II trainings on September 21st. MHS will start the Tier II training series on September 27th. The Supervisor of Social-Emotional Learning, Lindsay Castro, is completing an apprenticeship to become an official trainer.

Dr. Skaza reported that the FY24 ESSA grants were accepted with a start date of August 8, 2023.

7. Acceptance of Minutes:

A. Minutes of the September 12, 2023 School Committee Meeting

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

Motion passed 6-0-0.

8. Public Comment: None.

It should be noted that members of the public may provide comment via email before the meeting to superintendent@mps-edu.org. Public comment 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 Staggered Openings for 2023-2024

The MHS staggered opening dates are October 11th, March 26th, March 27th, May 21st, May 22nd, June 4th, and June 5th.

Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve the MHS staggered openings.

Motion passed 6-0-0.

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District Education Center
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 (508) 460-3509

B. MASC Delegate

Motion made by Mrs. Hennessy, seconded by Mrs. Bodin-Hettinger to nominate Mrs. Matthews as the MASC Delegate and Mrs. Hennessy as the alternate.

Motion passed 5-0-1.

C. MASC Resolutions

Mrs. Ryan read each of the eight MASC resolutions, which are attached to this agenda item in detail.

Motion made by Mrs. Matthews seconded by Mrs. Ryan to approve Resolution 1: Full Stable Funding for METCO.

Motion passed 6-0-0.

Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve Resolution 2: Regarding Investigations and Recommendations for Transportation Bidding Procedures.

Motion passed 6-0-0.

Motion made by Mrs. Matthews seconded by Mrs. Bodin-Hettinger to approve Resolution 3: Regional Transportation.

Motion passed 6-0-0.

Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve Resolution 4: Diversity, Equity, and Inclusion.

Motion passed 6-0-0.

Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve Resolution 5: MA School Building Authority as amended.

Motion passed 5-1-0 (Bodin-Hettinger).

Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve Resolution 6: School Bus Stop Arm Surveillance Act and Enforcement and Penalties.

Motion passed 6-0-0.

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Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve Resolution 7: Related to MCAS.
 Motion passed 6-0-0.

Motion made by Mrs. Matthews, seconded by Mrs. Hennessy to not approve Resolution 8: Safe Storage of Firearms.
 Motion passed 5-0-1 (Bodin-Hettinger).

Mrs. Ryan read the proposal to amend the MASC By-laws.
 Motion made by Mrs. Matthews, seconded by Mrs. Hennessy to approve this proposal.
 Motion passed 6-0-0.

D. Policies for Approval

1. Policy 8.001 Student Welfare/Mandated Reporting

Motion made by Mrs. Hennessy, seconded by Mrs. Bodin-Hettinger to approve this policy.
 Motion passed 6-0-0.

2. Policy 8.014 Life-Threatening Allergy

Motion made by Mrs. Hennessy, seconded by Mrs. Bodin-Hettinger to approve this policy.
 Motion passed 6-0-0.

E. Special School Committee Meeting on October 17, 2023

Superintendent Murphy proposed that a special School Committee be held on October 17, 2023 to formally welcome guests from the Akiruno exchange program.

Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve the addition of a School Committee meeting on October 17, 2023.
 Motion passed 6-0-0.

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F. Acceptance of Donations and Gifts

The Boxing Club. MPS received \$150.00 from The Boxing Club.
 Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve this donation.
 Motion passed 6-0-0.

Samantha Perlman. MPS received \$1,150.00 from Samantha Pearlman.
 Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve this donation.
 Motion passed 5-1-0.

FY24 FC240 IDEA. MPS received \$1,596,624.00 through this grant.
 Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve this donation.
 Motion passed 6-0-0.

FY24 FC262 EC IDEA. MPS received \$70,568.00 through this grant.
 Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve this donation.
 Motion passed 6-0-0.

FY24 FC305 Title I. MPS received \$1,024,360.00 through this grant.
 Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve this donation.
 Motion passed 6-0-0.

FY24 FC140 Title IIA. MPS received \$294,004.00 through this grant.
 Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve this donation.
 Motion passed 6-0-0.

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FY24 FC180 Title III. MPS received \$294,004.00 through this grant.

Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve this donation.

Motion passed 6-0-0.

FY24 FC309 Title IV. MPS received \$77,944.00 through this grant.

Motion made by Mrs. Matthews, seconded by Mrs. Bodin-Hettinger to approve this donation.

Motion passed 6-0-0.

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

11. Members' Forum:

Mrs. Matthews has reviewed and signed the warrant.

Superintendent Murphy reminded members of the Whitcomb community that tomorrow night there will be a parent workshop and meeting about the Yondr Pouches from 6-7pm.

Mrs. Hennessy shared that Mrs. Matthews was assigned to the Tournament committee at MIAA. Mrs. Hennessy also began her new role on the Board of Directors of the MIAA.

12. Adjournment:

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to adjourn at 9:10 p.m.

Motion passed 6-0-0.

Respectfully submitted,

Heidi Matthews
 Secretary, Marlborough School Committee

HM/jm

Approved October 10, 2023

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Marlborough Public Schools

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

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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.

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2023 OCT 30 PM 5:38

MARLBOROUGH COMMISSION ON DISABILITIES MINUTES FOR
MEETING MAY 1, 2023
MAYOR'S CONFERENCE ROOM 4TH FLOOR
CITY HALL

ATTENDEES: DEB MCMANUS, BARBARA ALLEN, JOHN USINAS, CATHERINE USINAS, DAVID DOUCETTE, LINDSAY JAWOREK, WAYNE STANLEY JR., AND GUEST, JOHNATHAN FRIEDMAN.

MEETING CALLED TO ORDER AT 4:01PM

MINUTES: READ BY DAVID DOUCETTE. MOTION TO APPROVE BY JOHN USINAS. SECONDED BY LINDSAY JAWOREK. APPROVED 7-0.

TREASURER'S REPORT: \$8,794.99. MOTION BY JOHN USINAS TO ACCEPT. SECONDED BY LINDSAY JAWOREK. 7-0 APPROVED TO ACCEPT THE REPORT.

OLD BUSINESS:

- NO FURTHER INFORMATION REGARDING CARS PARKING ON SIDEWALKS.
- DAVID DOUCETTE REPORTED THAT BRAILLE INSIDE ELEVATOR IN CITY HALL IS NOT TO ADA CODE. TOO HIGH ON PANEL. HE WILL SEND AN EMAIL TO THE DEPARTMENT OF PUBLIC WORKS.
- DAVID DOUCETTE COLLECTED OUR EMAIL ADDRESSES TO BE MADE AVAILABLE TO EACH OTHER AND THE PUBLIC.

- CONFLICT OF INTEREST TRAINING MUST BE COMPLETED. WE CAN OBTAIN FROM STEVE KERRIGAN.
- NO NEW INFORMATION REGARDING ACCESSIBILITY IN THE HOSPITAL ICU.
- NO NEW INFORMATION REGARDING MASS HEALTH BENEFITS.
- PER DEB MCMANUS, COST OF SUMMER CAMP IS \$370 PER TWO WEEKS. LINDSAY JARWOREK WILL PROVIDE INFORMATION TO THE MARLBOROUGH PUBLIC SCHOOLS.

NEW BUSINESS:

- DEB MCMANUS HAS BEEN ON THE COMMISSION SINCE 1989. SHE IS ONLY MEMBER UP FOR REAPPOINTMENT. WE HAVE ONE VACANCY.
- WE DISCUSSED MAY 7TH FAMILY FUN FESTIVAL AT WARD PARK.
- WE DISCUSSED THE COST OF PROVIDING AMERICAN SIGN LANGUAGE INTERPRETERS AT PUBLIC EVENTS.
- PER JOHN USINAS, IPHONE AND ANDROID HAVE FREE APPLICATIONS CALLED “BE MY EYES” TO AID THE VISUALLY IMPAIRED.
- WE ALSO DISCUSSED IMPACT ON ADA ACCESS IN THE CITY DUE TO ROAD CONSTRUCTION.

**MOTION TO ADJOURN: MOTION BY DAVID DOUCETTE AND
SECONDED BY WAYNE STANLEY JR. ACCEPTED 7-0**

ADJOURNED AT 4:35 PM.

**NEXT MEETING: MONDAY, JUNE 5, 2023 AT 4:00PM, CITY
HALL IN THE MAYOR'S CONFERENCE ROOM ON THE 4TH
FLOOR.**

**RESPECTFULLY SUBMITTED,
BARBARA ALLEN, SECRETARY**

**ADDENDUM: NEXT MEETING CHANGED TO MONDAY, JUNE
12, 2023.**

Approved Minutes November 2, 2023- Conservation

Conservation Commission

Minutes

October 19, 2023 - 7:00 PM

140 Main St. – Marlborough City Hall – 3rd Floor (Memorial Hall)

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2023 NOV -7 AM 9:04

Members Present: Edward Clancy-Chairman, Allan White, William Dunbar, John Skarin, Karin Paquin, Dennis Demers, Dave Williams; Priscilla Ryder-Conservation officer was also present.

Members Absent: None

The hearing was recorded using Microsoft Teams

Approval of Minutes: The minutes of October 5, 2023, were reviewed and on a motion by Mr. White and second by Mr. Clancy, the Commission voted unanimously to approved 7-0.

Public hearings

- Request for Determination of Applicability
846-850 Boston Post Rd. – David Cowell
Proposal to remove trees behind building near wetlands.
David Cowell introduced himself and presented the project. The trees are located on a steep grade between warehouses and the storage units below. The trees are causing a large amount of damage to the storage units due to limbs falling on them. The proposal is to remove the trees and replace them with a 2-1 ratio of native shrubs in the area as well as a native seed mix. The choice of shrubs is Mountain Laurel and Black Chokeberry. Mr. Cowell pointed out that the existing trees are white & red oaks and very large. Mr. Clancy pointed out that he feels it would be better to replace trees with other trees as this plan removes 100+ year old oaks with shrubs. Mr. Cowell assured that he is happy to return to the applicant to explain that two shrubs is not enough remedial action to replace very large trees. Mr. Clancy asked if the stumps would be ground which Mr. Cowell said no. Priscilla Ryder reinforced that the Commission does not have an objection to the trees coming down, just a change in remediation plan. Continued to November 2nd.
- Notice of Intent
110-116 Boston Post Rd. – Michael Beyranevand
Proposes to replace existing failing retaining wall supporting a parking lot and repave the parking lot. Work near wetlands.
Art Cabral of Coweaset Engineering representing the owner and presented the proposal explaining that the retaining wall which supports the parking lot has failed. The wall, sidewalk and pavement need to be replaced. The area in front of the wall will also be getting cleaned up of any litter and remove any sediment that might have collected there. When that is complete a wetland seed mix will be planted as a ground cover. There is a sewer line, catch basins, old 42" pipe which used to be where the brook went through but no longer flows that way as the uphill pipe is blocked. All existing drainage

will go to the same locations and ultimately the same discharge point. Excavation will be limited as much as possible, new wall and sidewalk will be installed along with concrete blocks to replace the existing wall. A surveyor will come in and place offset stakes 10 feet from the wall so there is space for people and machines to work. A dewatering system and diagram were described to help dewater the footing area during construction and prevent siltation to the wetland. The erosion controls will in a few places be within the wetland, but again only handwork will be done from the wetlands side, the wall will be built from the uphill side, and once the base layer is in place all the work will be from the upslope side. Due to the wall and interesting drainage, no infiltration is proposed for this site. There was extensive discussion about the existing infrastructure under the parking lot and it's current condition including how the drainage pipe which used to convey the stream was blocked and if it needs to be properly blocked/abandoned. It was determined that the City Engineer would need to review and provide comment for the next meeting.

Mr. John Savello, explained that he did the wetland delineation and noted that only shrubs, but no trees are close to the wall, so minimal replanting will be needed for restoration once the wall is completed. As the property line is so close to the wall, this will be surveyed and marked in the field to ensure everyone knows where the property line is. After further discussion about construction sequencing and drainage design, the Commission continued the hearing to the Nov. 2, 2023, meeting to allow time for City Engineer to comment. The hearing was continued to Nov. 2, 2023.

Certificate of Compliance

- DEP 212-1242 Certificate of Compliance – 36 Fitchburg St – Ms. Ryder noted that she has received the as-built plan and deed information as required and reported that the site was stable based on her site inspection, including the swale that needed to be added. On a motion by Mr. Skarin second by Chair to issue a full certificate of compliance for this project, the Commission voted unanimously 7-0.

Discussion

- DEP 212-2170 – 402 Hudson St Pre Construction Meeting - Bruce Haskell, of Langdon Environmental LLC, the project Engineer for this City project was present and explained that per the Order of Conditions DEP 212-2170 they must attend a preconstruction meeting with the Commission to explain the steps they will take to achieve the corrective actions needed to cap and secure the existing landfill. Mr. Haskell will be overseeing the project and it is his job to certify the work on this landfill closure on behalf of the city, he will also oversee the SWPPP reporting and review erosion controls. Tetrattech the contractor will have a full-time inspector. Mr. Haskell went through the items in the Order of Conditions as required, including erosion control plan, dewatering plan construction phasing, tree clearing, methane venting, types of materials, haul route at main entrance, odor mitigation. Mr. Demers noted that any stump grindings can be used for erosion control. Mr. Dunbar asked about leachate collections and was told it is still collected and sent to the sewer pump station. Mr. Haskell and his team showed the

limits of work and capping process which will include 40 mm thick plastic which seams will be sealed. There will be a trailer on site during construction. Work will begin this fall and final capping and field establishment will be in spring 2024. With hope of opening Fall of 2024 once the grass on the fields has had a chance to be established. There begin no further questions, Mr. Clancy thanked the project construction team for showing up and wished them good luck.

- **Proposed Sasseville Way Residential Overlay District – Discussion-** Attorney William Pizzoni was present and explained that based on the Conservation Commission's letter to City Council and the Planning Board, they wanted to come to the Commission to show the changes they are proposing to the plans which they hoped would help ease the concerns of the Commission about this project. With him were Mark Shraiberg, of Trammell Crow (developer) Andrea Kendal, of LEC (wetland consultant); Tim Hayes of Bohler Engineering. Mr. Pizzoni and Mr. Shraiberg outlined some of the changes they have made and noted they had met with neighbors as well. Changes include, keeping all construction outside the 200' riverfront area, so the project would be entirely outside the Conservation Commission jurisdiction. created larger tree buffer with Blaiswood Ave, will implement elaborate phasing plan to protect Coldwater fisheries during construction and a state-of-the-art stormwater operation and maintenance program, including higher total suspended solids removal. Building will be energy efficient; landscape will be pollinator friendly, will use the RMA tool the state has provided. They want to build a good project that does protect the adjacent wetlands. The Chair explained that the hill above had been a disaster when Stratus built it in the 1980's so if soils are similar will need extensive controls, he asked about % of property cleared. Mr. Shraiberg explained that of the 23 acres total they will clear 15 acres, which his 12.3 units per acre which is less than other projects in the city. Mr. Hayes explained that they have not done any test pits so are not sure of the soil type but will do more if project advances and will design accordingly. Although not wetland issues, Mr. Clancy asked if a fiscal impact study had been done, the response was this is still in the works. They are proposing now a 286-unit apartment complex. Mr. Pezzoni explained they are still going through the Planning Board and City Council process with this Overlay district and wondered if the Commission could speak favorably. Mr. Clancy noted that this Commission is concerned foremost about wetland protection and thanked the team for coming to explain the project.
- **541 Pleasant St – Violation update-** Mr. Cowell of Hancock Associates noted that he is working with Mr. Sampaio now and will be submitting some documents soon, hopefully to the Nov. 2nd meeting. The Commission thanked him and will look for that.
- **47 Red Spring Rd – Violation update-** (mistakenly noted as 27 on agenda) Mr. White will begin work on this project shortly, Ms. Ryder noted she will be doing a preconstruction meeting on Monday.

Approved Minutes November 2, 2023- Conservation

- Blaiswood Ave wall – Violation update- no update on this one.
- Forest Cutting Plan Desert Natural Area – DCR- Ms. Ryder noted that the cutting plan provided was a repeat from a few years ago and is part of the whole DCR cutting plan for 4 lots in Marlborough and Hudson to remove the dead red-pines. This work may overlap with the City's harvest this winter, but not certain yet. Will keep Commission updated.
- Spotted Lanternflies Found in Marlborough- The sighting of a spotted lanternfly was reported on Lakeshore Dr. and was investigated by the state. There was no infestation they could find, so have determined the three found were "hitchhikers". The message from the state is to continue to educate the masses and get people to first kill the fly and then report it – and take a picture. Ms. Ryder noted that she will continue to post fliers, they are already on all the kiosks and will distribute widely.

Correspondence/Other Business- None

Next Conservation Commission meetings- Nov. 2, and Nov. 16, 2023,

Adjournment- There being no further business on a motion by Mr. White, second by Chair, the Commission voted unanimously to adjourn the meeting at 9:35 PM.

Respectfully submitted,

Priscilla Ryder
Conservation/Sustainability Officer

PR/ag

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

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CITY OF MARLBOROUGH

1A

2023 OCT 24 AM 11:04

Call to Order

September 11, 2023

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Sean Fay, Barbara Fenby, James Fortin, Patrick Hughes, Dillon LaForce, and George LaVenture. Meeting support provided by City Engineer, Thomas DiPersio. Member Absent: Chris Russ.

1. Draft Meeting Minutes

A. August 21, 2023

On a motion by Dr. Fenby, seconded by Mr. LaVenture, the Board voted to accept and file the August 21, 2023, meeting minutes with minor corrections. Yea: Fay, Fenby, Fortin, Hughes, and LaVenture. Nay: 0. Motion carried. 5-0. Abstained: LaForce.

2. Chair's Business

A. Council Order No. 22-23-1008721H – Proposed Zoning Amendment to Chapter 650, Definitions, Affordable Housing and MV District.

On a motion by Dr. Fenby, seconded by Mr. LaVenture the Board voted to set the public hearing date for October 2, 2023. Yea: Fay, Fenby, Fortin, Hughes, LaForce, and LaVenture. Nay: 0. Motion carried. 6-0.

B. Council Order No. 23-1008951 – Proposed Zoning Amendment to Chapter 650, to add a new section to create the Red Spring Road Overlay District (RSROD)

Mr. Fay asked that this public hearing be first on the October 2, 2023, agenda.

On a motion by Dr. Fenby, seconded by Mr. LaVenture the Board voted to set the public hearing date for October 2, 2023. Yea: Fay, Fenby, Fortin, Hughes, LaForce, and LaVenture. Nay: 0. Motion carried. 6-0.

C. NO DISCUSSION REQUIRED - Council Order No. 23-1008941 - Proposed Zoning Amendment to Chapter 650, to add a new Section 39A to create the Sasseville Way Residential Overlay District (SWROD). – Public hearing set for 9/18/23

3. Approval Not Required (None)

4. Public Hearings

- A. 7:00 PM Open Space Definitive Subdivision Application, Stow Road, Map and Parcels 8-164, 8-163, and 20-150A**
- | | |
|--|---|
| Name of Applicant: | Kendall Homes, Inc. (P.O. Box 766, Southborough, MA 01772) |
| Name of Owner: | McCabe Family Irrevocable Trust & Judith McCabe
(6 Erie Drive, Hudson, MA 01749) |
| Name of Surveyor: | Connerstone Engineering, Inc. (10 Southwest Cutoff, Northborough, MA 01532) |
| i. Flowchart | |
| ii. Legal Notice | |
| iii. Form C-1 | |
| iv. List of requested waivers | |
| v. Correspondence from City Engineer, Thomas DiPersio – Engineering Review | |
| vi. Definitive subdivision plan set | Dated: August 3, 2023 |

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

Chairperson Fay opened the hearing. Mr. LaVenture read the public hearing legal notice into the record. Chairperson Fay provided instructions to those in attendance. The hearing was conducted in the following stages: 1) Presentation 2) Those speaking in favor 3) Those speaking in opposition 4) Comments and questions from the Board members.

Presentation:

Vito Colonna (Connorstone Engineering, Inc, 10 Southwest Cutoff, Northborough, MA) spoke on behalf of the open space definitive subdivision. Mr. Colonna went over the existing conditions plan and explained the parcel is a vacant lot, with an open field in the front portion and a combo of wooded and wetlands in the back. The wetlands were delineated by Eco Tech about a year ago which is outlined in green on the plan. The plan shows a three-lot open space subdivision and two ANR lots with frontage along Stow Road. He explained the ANR lots are shown on the plan but are not part of the subdivision and that a separate ANR plan would be filed. Two of the lots use the open space provision for reduced lot area and are 35,000 and 37,000 square feet. The third lot is 57,000 square feet, which is greater than the underlying zoning requirement.

Mr. Colonna explained they previously went through the special permit process with the Board and are now here presenting the definitive open space submission. The open space parcel is 2.9 acres and connects to already existing conservation land owned by the City. The proposed roadway is 290 linear feet, pavement width of 26 feet, with sidewalks on both sides and has a profile grade of about 1.5%.

Mr. Colonna explained ledge was found, mainly at the end of the cul-de-sac but that they plan to minimize ledge excavation. There is existing sewer that runs through the site, where the proposed homes would tie into, and water is stubbed on the property off Stow Road. A fire hydrant and a clean out would be installed at the end of the cul-de-sac, drainage would be collected in the roadway and brought to the detention basin in the back of the property.

Mr. DiPersio summarized the key points from his September 6, 2023, engineering review letter.

- Chapter 650-28(f)(7) says buffers are required "...when structures within the open space development are located on lots of reduced size allowed by this section...". Mr. DiPersio explained his interpretation of this is that the intent is that buffers are required anywhere that a residential district abuts an open space development lot. Mr. Colonna explained that he did not show the required buffer on Lot S2, because although it is an open space development lot, it is not "of reduced size". Lot S2 has reduced frontage but has enough area to meet the requirement of a by-right in the RR zone. Resulting in the question of, even though it's an open space lot that has reduced frontage, it's greater in the area than what the underlying district requires, would the perimeter buffer as per 650-28(F)(7) be required?
- The Subdivision Regulations define a lane as "A secondary street which serves as access to no more than eight potential dwelling units, has lot frontages averaging 150 feet or more, and is incapable of extension". The proposed roadway is shown as a "lane" on the plans. Mr. DiPersio indicated that this may not be correct, because the three lots that are served by the subdivision, Lots S1, S2, and S3 have frontages of less than 150 feet. However, based on the length of the roadway, the average of the available frontage provided for 3 lots, would be more than 150 feet. Resulting in the question of, can this roadway meet the definition of a Lane as per the Regulations and would additional waivers for the cross section be required?

Mr. Fay closed this portion of the public hearing.

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Speaking in Favor of the Amendment:

Councilor, Katie Robey (97 Hudson Street, Marlborough, MA 01752) spoke during portion of the hearing.

- Ms. Robey pointed out an incorrect label of the lots, S1, S2, and S2 (which should be S3) on page 1 of the plan.
- Ms. Robey asked if the ANR lots would have future structures on them. Mr. Colonna said yes. Ms. Robey asked if they would need to come back to the Planning Board for approval to build these homes. Mr. Colonna said not for approval to build the house, but they would need to come back to file to the ANR plan.

Gary Giroux (532 Stow Road, Marlborough, MA 01749), spoke during this portion of the hearing.

- Mr. Giroux asked for more information on why these lots have reduced frontage.
 - o The Board explained how the plan is filed under the rules and regulations of an open space subdivision, which allows for reduced frontage and Mr. DiPersio explained an open space plan allows for the same number of lots as a conventional plan.

Mr. Fay closed this portion of the public hearing.

Speaking in Opposition to the Amendment:

No one spoke in opposition.

Mr. Fay closed this portion of the public hearing.

Questions and Comments from the Planning Board:

Mr. LaVenture asked the Mr. Colonna to explore the option of removing some of the impervious surface and installing low maintenance ground cover within the cul-de-sac and to investigate what kind of impact that may have and gave Mr. Colonna some location examples throughout the City.

Mr. Fortin addressed concerns on the ledge on site, and asked how much blasting will be required. Mr. Colonna explained the only utility that will likely need blasting is the water main and the utilities at the end of the cul-de-sac and the lots themselves shouldn't need any. Mr. Fortin mentioned notifying the neighbors.

Mr. Fay asked if there have been any significant changes from the preliminary to the definitive submissions. Mr. Colonna explained all the changes have been minor.

Mr. Fay asked for clarification on the ANR lots shown on the plan. Mr. Colonna explained the open space plan shows two ANR lots along Stow Road, these lots were created with a previously filed ANR plan. However, this previously filed ANR has different rear lot lines that what is displayed on the open space plan. The intention is to file additional ANR plans to change the shape of the rear lot lines to match the lot lines displayed on the open space plan. The thought process was to wait to file these ANR plans until further within the review process of the open space plan to confirm the lot lines would not need to be changed. The Board and Mr. DiPersio discussed procedural options and Mr. Fay requested to see a copy of the previously filed ANR plan. Mr. Fay and Mr. DiPersio discussed proper labeling of the ANR lots on the open space plan. Mr. Colonna explained that the new ANR plans will be filed, and hopefully approved prior to the approval of the open space subdivision.

On a motion by Dr. Fenby, second by Mr. LaVenture the Board voted to accept and file all the correspondence under item 4A., and to keep the public hearing and the record open. Yea: Fay, Fenby, Fortin, Hughes, LaForce, and LaVenture. Nay: 0. Motion carried. 6-0.

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On a motion by Mr. LaVenture, seconded by Dr. Fenby, the Board voted to refer to the Legal Department for clarification on the requirements for a perimeter buffer in accordance with Chapter 650-28(f)(7), and for clarification on whether the roadway meets the definition of a "Lane" in accordance with the Subdivision Regulations. Yea: Fay, Fenby, Fortin, Hughes, LaForce, and LaVenture. Nay: 0. Motion carried. 6-0.

Mr. Colonna confirm he would be at the October 2, 2023, meeting, and not the September 18, 2023, meeting.

B. 7:00 PM Scenic Road Act Application, Stow Road, Map and Parcels 8-164, 8-163, and 20-150A

Name of Applicant: Kendall Homes, Inc. (P.O. Box 766, Southborough, MA 01772)

Name of Owner: McCabe Family Irrevocable Trust & Judith McCabe
(6 Erie Drive, Hudson, MA 01749)

Name of Surveyor: Connerstone Engineering, Inc. (10 Southwest Cutoff, Northborough, MA 01532)

i. Legal Notice

ii. Application

iii. Plan Set

Dated: August 3, 2023

Chairperson Fay opened the hearing. Mr. LaVenture read the public hearing legal notice into the record. Chairperson Fay provided instructions to those in attendance. The hearing was conducted in the following stages: 1) Presentation 2) Those speaking in favor 3) Those speaking in opposition 4) Comments and questions from the Board members.

Presentation:

Vito Colonna (Connorstone Engineering, Inc, 10 Southwest Cutoff, Northborough, MA) spoke on behalf of the scenic road act application and explained this application is for the proposed three lot subdivision on Stow Road. It has frontage on Stow Road that is currently lined with a stonewall that forms the right-of-way line. To provide access to the proposed subdivision it would require alteration of existing stone wall. The intent would be to remove the stonewall throughout the frontage and use those stones to create the roundings for the proposed roadway. There is 125 feet of linear stonewall and no trees within the City right-of-way.

Mr. Fay closed this portion of the public hearing.

Speaking in Favor of the Amendment:

George Harpin, (548 Stow Road, Marlborough, MA 01752) spoke during this portion of hearing.

Mr. Harpin asked if the stonewall would be reconfigured to the new roundings. Mr. Colonna said yes.

Mr. Fay closed this portion of the public hearing.

Speaking in Opposition to the Amendment:

No one spoke in opposition.

Mr. Fay closed this portion of the public hearing.

Questions and Comments from the Planning Board:

Dr. Fenby asked, what would the stonewall will look like? Mr. Colonna explained this hadn't been decided yet and asked if the Board had a preference. Dr. Fenby explained she would like things to look more natural keeping in the character of the existing stonewall.

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Mr. LaVenture asked, who would be responsible for maintenance of the stonewall? Mr. Colonna and the Board discussed the Board's preference that the stonewall be part of the homeowner's association and on private property.

Mr. Fay closed this portion of the public hearing.

On a motion by Dr. Fenby, second by Mr. LaVenture the Board voted close the public hearing and the record. Yea: Fay, Fenby, Fortin, Hughes, LaForce, and LaVenture. Nay: 0. Motion carried. 6-0.

5. Subdivision Progress Reports

A. 342 Sudbury Street Progress Report

Mr. LaVenture read the August 1, 2023, correspondence into the record.

On a motion by Mr. LaVenture, second by Mr. Hughes, the Board voted to accept and the file the correspondence.

Yea: Fay, Fenby, Fortin, Hughes, LaForce, and LaVenture. Nay: 0. Motion carried. 6-0.

6. Preliminary/Open Space/Limited Development Subdivision (None)

7. Definitive Subdivision (None)

8. Signs (None)

9. Correspondence

A. 689 Pleasant Street Open Space – Correspondence from abutter Christine Devona (705 Pleasant Street)

Mr. DiPersio explained he did a site visit at 705 Pleasant Street with the abutter Christine Devona, the developer Dan Koravos, and the owner of 689 Pleasant Street, Tim Beauchemin. They talked in detailed regarding items that came up during the public hearing, mostly related to run off and the tree screening as indicated on the approved plans and associated documents. Christine Devona is requesting a fence instead of the tree screening. Mr. DiPersio explained he was not sure of how the developer felt on this request and told Ms. Devona that this request would need to be presented to the Board, as they have the deciding authority.

Mr. Fay address concerns regarding all the documentation, specifically the homeowner's association referencing the maintenance of the tree screening, the expense associated with maintaining a fence and the availability of future material. Mr. Fay requested this item to remain on the agenda for the September 18, 2023, meeting.

On a motion by Dr. Fenby, second by Mr. LaVenture the Board voted accept and file the August 24, 2023, correspondence. Yea: Fay, Fenby, Fortin, Hughes, LaForce, and LaVenture. Nay: 0. Motion carried. 6-0.

Mr. Fay asked if this change would require an amended plan and Mr. DiPersio said, yes.

10. Unfinished Business

A. Working Group

Mr. LaVenture updated the Board and explained the working group would meet again in October.

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i. Cul-de-sac discussion

Mr. Fay asked Mr. DiPersio if the Stow Road turn around would have adequate room for the landscaped turn around. Mr. DiPersio said he would review the plans.

ii. Onboarding binder discussion

11. Calendar Updates (None)

12. Public Notices of other Cities & Towns

A. Framingham Planning Board – Notice of Public Hearing

B. Northborough Planning Department – Notice of Public Hearing

On a motion by Mr. LaVenture, second by Dr. Fenby, the Board voted to accept and file the surrounding city and town's public hearing notices. Yea: Fay, Fenby, Fortin, Hughes, LaForce and LaVenture. Nay: 0. Motion carried. 6-0.

On a motion by Mr. Hughes, seconded by Mr. Fortin, the Board voted to adjourn the meeting. Yea: Fay, Fenby, Fortin, Hughes, LaForce and LaVenture. Nay: 0. Motion carried. 6-0.

Respectfully submitted,



George LaVenture/Clerk

/kmm

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 OCT 24 AM 11:04

1B

Call to Order

September 18, 2023

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Sean Fay, Barbara Fenby, James Fortin, Patrick Hughes, Dillon LaForce, George LaVenture, and Chris Russ. Meeting support provided by City Engineer, Thomas DiPersio.

1. Draft Meeting Minutes (None)**2. Chair's Business**

- A. Council Order No. 23-1008964 – Proposed Zoning Amendment to Chapter 650 “Zoning” to amend §22 “Retirement Community Overlay Districts” to include Map 39, Parcel 5 and 26B located on Robin Hill Street.

On a motion by Dr. Fenby, seconded by Mr. LaVenture the Board voted to set the public hearing for November 13, 2023. Yea: Fay, Fenby, Fortin, Hughes, LaForce, LaVenture, and Russ. Nay: 0. Motion carried. 7-0.

- B. **NO DISCUSSION REQUIRED** - Council Order No. 23-1008951 – Proposed Zoning Amendment to Chapter 650, to add a new section to create the Red Spring Road Overlay District (RSROD) – **Public hearing set for 10/2/23**
- C. **NO DISCUSSION REQUIRED** - Council Order No. 22-23-1008721H – Proposed Zoning Amendment to Chapter 650, Definitions, Affordable Housing and MV District. – **Public hearing set for 10/2/23**

3. Approval Not Required (None)**4. Public Hearings**

- A. 7:00 PM - Council Order No. 23-1008941 - Proposed Zoning Amendment to Chapter 650, to add a new Section 39A to create the Sasseville Way Residential Overlay District (SWROD).

Mr. Fay notified the public in attendance for this proposed zoning change that the Board is opening the public hearing for a time deadline and that no discussion or presentation would take place today.

i. Legal Notice

Mr. LaVenture read the public hearing legal notice into the record.

Chairperson Fay opened the hearing.

- ii. Correspondence from Attorney, Gemma Cashman, re: Request for continuance of the Public Hearing to October 23, 2023, on the Proposed Zoning Amendment to Chapter 650, to add a new Section 39A to create the Sasseville Way Residential Overlay District (SWROD).

Mr. LaVenture read the September 13, 2023, correspondence into the record.

- iii. Correspondence from Edward Clancy, Chair of the Conservation Commission
Mr. Fay acknowledge receipt of this correspondence.

- iv. Complied correspondence from multiple abutters on Blaiswood Avenue
Mr. Fay acknowledge receipt of this correspondence.

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On a motion by Dr. Fenby, seconded by Mr. LaVenture the Board voted to accept and file all the correspondence under item 4.A. and to continue the public hearing to the October 23, 2023, meeting. Yea: Fay, Fenby, Fortin, Hughes, LaForce, LaVenture, and Russ. Nay: 0. Motion carried. 7-0.

**B. Open Space Definitive Subdivision Application, Stow Road, Map and Parcels 8-164, 8-163, and 20-150A –
*Continued from September 11, 2023 – Applicant has requested a continuance to October 2, 2023***

Name of Applicant: Kendall Homes, Inc. (P.O. Box 766, Southborough, MA 01772)

Name of Owner: McCabe Family Irrevocable Trust & Judith McCabe
(6 Erie Drive, Hudson, MA 01749)

Name of Surveyor: Connorstone Engineering, Inc. (10 Southwest Cutoff, Northborough, MA 01532)

On a motion by Mr. LaVenture, seconded by Mr. LaVenture, the Board voted to open the public hearing continued from September 11, 2023. Yea: Fay, Fenby, Fortin, Hughes, LaForce, LaVenture, and Russ. Nay: 0. Motion carried. 7-0.

- i. Correspondence from Vito Colonna, Request for continuance to October 2, 2023
Mr. LaVenture read the September 14, 2023, correspondence into the record.

On a motion by Dr. Fenby, seconded by Mr. LaVenture, the Board voted to accept and file the correspondence and to continue the public hearing to the October 2, 2023, meeting. Yea: Fay, Fenby, Fortin, Hughes, LaForce, LaVenture, and Russ. Nay: 0. Motion carried. 7-0.

5. Subdivision Progress Reports (None)

6. Preliminary/Open Space/Limited Development Subdivision (None)

7. Definitive Subdivision (None)

8. Signs (None)

9. Correspondence

A. 689 Pleasant Street Open Space – 705 Pleasant abutter discussion – No Public Input

- i. Correspondence from Tim Beauchemin

Mr. LaVenture read the September 12, 2023, correspondence into the record.

On a motion by Dr. Fenby, second by Mr. LaVenture, the Board voted to accept and file the correspondence. Yea: Fay, Fenby, Fortin, Hughes, LaForce, LaVenture, and Russ. Nay: 0. Motion carried. 7-0.

Christine Devona from 705 Pleasant Street described how upset she was regarding the tree screening.

Mr. Fay asked Mr. DiPersio to reach out to Mr. Koravos (the developer for 689 Pleasant Street) and to ask Mr. Koravos to directly communicate with the Christine Devona. Mr. DiPersio agreed and explained the developer/owner of 689 Pleasant Street likely doesn't want to switch from the tree screening to a fence due to a cost increase. Mr. Fay addressed concerns regarding future maintenance of the requested fenced. The Board concluded they were all in favor of the trees as described within all the development document/plans and that if the abutter desired a fence, this could be put up on her private property. The Board discussed previous developments where developers have provided a financial allowance to abutters for landscaping/fencing.

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10. Unfinished Business

A. Scenic Road Act Application, Stow Road, Map and Parcels 8-164, 8-163, and 20-150A

Name of Applicant: Kendall Homes, Inc. (P.O. Box 766, Southborough, MA 01772)

Name of Owner: McCabe Family Irrevocable Trust & Judith McCabe
(6 Erie Drive, Hudson, MA 01749)

Name of Surveyor: Connorstone Engineering, Inc. (10 Southwest Cutoff, Northborough, MA 01532)

i. Plan Set Dated: August 3, 2023

Chris Russ confirmed he watched the September 11, 2023, meeting video and filed a Mullin Rule form to participate in the discussion and vote on this item.

On a motion by Dr. Fenby, seconded by Mr. Hughes, the Board voted to consent to the removal/alternation of 125 linear feet of the stonewall located on Stow Road with the condition that the stones be used for the proposed roadway roundings, keeping with the character of surrounding stonewall. Yea: Fay, Fenby, Fortin, Hughes, LaForce LaVenture, and Russ. 7-0.

B. Working Group

i. Cul-de-sac discussion deferred to October 2, 2023

The Board discussed whether the Stow Road Open Space Definitive Subdivision would be an appropriate subdivision to request this design on. Mr. Fay asked Mr. DiPersio if a cul-de-sac of this design would require an additional waiver request. Mr. DiPersio explained he was unsure and would need to investigate.

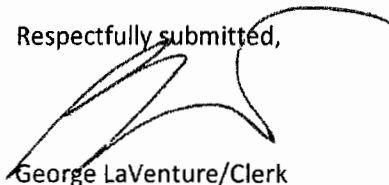
The Board discussed the examples of Butler Circle, 602 Sudbury and addressed concerns on curbing and maintenance.

11. Calendar Updates (None)

12. Public Notices of other Cities & Towns (None)

On a motion by Mr. Hughes, seconded by Mr. LaForce, the Board voted to adjourn the meeting. Yea: Fay, Fenby, Fortin, Hughes, LaForce, LaVenture, and Russ. Nay: 0. Motion carried. 7-0.

Respectfully submitted,



George LaVenture/Clerk

/kmm

TRAFFIC COMMISSION

1

RECEIVED
July 26, 2023
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2023 OCT 25 AM 7:32



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

Traffic Commission Minutes

The Regular Meeting of the Traffic Commission was held on Wednesday, July 26, 2023, at 10:00 am. (The meeting was also recorded and is available to view online at the City of Marlborough's website (www.marlbrough-ma.gov). Members present: Chairman - Police Chief David Giorgi, Commissioner of Public Works Sean Divoll and City Clerk Steve Kerrigan. Also present: City Engineer Tom DiPersio, Assistant Civil Engineer Ashley Miller, Sgt. Ronald Ney from the MPD Traffic Services Unit, and local resident Mr. James Joubert.

Minutes taken by Karen Lambert, MPD - Public Safety Administrative Assistant. (Note: Not present at meeting – minutes taken from recorded meeting.)

Chief Giorgi started recording the meeting at 10:04 a.m. and began by welcoming everyone and making introductions.

1- Minutes

Review of the minutes of the Traffic Commission meeting of June 28, 2023.

VOTE TO APPROVE. All in Favor - Accept and Place on File.

2 - New Business

2a) Speed Complaints on Bigelow Street, Westernview Drive, Valley Street

Chief Giorgi advised that these complaints were generated through the Traffic Unit. They will be accepted and placed on file.

Mr. Joubert, a resident of Bigelow Street, was in attendance for an update. Chief Giorgi reviewed the Speed Summary Report provided by Officer Larose. The speed sign was out on the Southbound side (coming from Donald J. Lynch Blvd. toward Elm Street) at

#340 from 6/14/23 to 7/14/23. The average speed was 26.69, the 85th percentile was 30.63, the maximum speed was 48 and the minimum speed was 5. The average volume of cars per day was 1,438.

He also reviewed the report for the opposite side. The sign was out from 6/5/23 to 6/14/23. The average speed was 26.82, the 85th percentile was 30.73, the maximum speed was 52, the minimum speed was 5. There were more vehicles coming down the hill, heading toward the rink (NESC). The average volume of cars per day was 2,237. The reports include an hourly breakdown showing total vehicles and average speeds & number of violators. Basically, every hour there is someone going fast, the max speed. Hockey tournaments at the rink are surely a factor. Even at 10:00 pm there are high speeds of 40's to 50's. The signs are currently back up NB at Shea Drive and SB at Flagg Road.

Chief Giorgi said it is more of an enforcement issue, with more police presence needed. However, we can't be sitting there all the time. Maybe we could target our enforcement around specific times. Sgt. Ney said that if there is a hockey tournament it could be any time. The Traffic Unit is currently very small with only one patrol officer. Chief Giorgi said he can get the shifts involved in enforcement.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE ON FILE.

Chief Giorgi also mentioned that Karen Lambert spoke to the resident of Valley Street, and she explained that speed bumps are not likely. The speed signs have only been placed on the EB side so far. Steve Kerrigan noted that the EB side really doesn't warrant speed bumps, based on the facts in the report. Officer Larose is planning to place the sign on the opposite side when he returns from vacation.

3-Old Business

3a) Review of unwarranted stop sign locations.

Update:

Ashley Miller prepared a detailed memo (copy attached) regarding the history/background behind the existing stop signs on Beach Street at Clover Hill Street, Clinton Street at Auburn Street, Clinton Street at Old Charter Road, and Old Charter Road at Clinton Street. She reviewed Engineering files and old Traffic Commission meeting minutes to find this information.

Beach Street at Clover Hill Street – Ms. Miller found traffic counts that were done in September 1999 and May 2002. A stop sign request came before the Traffic Commission prior to the reconstruction of the roadway. At that time, Beach Street was wider, there were no sidewalks and there were concerns about speed, volume, and the lack of sidewalks. At the June 9, 1998 meeting, the 'all way stop' sign at Beach Street and Clover Hill Street was voted on and approved through an Emergency Regulation. The City Engineer at the time, was in opposition to adding a stop sign here. At this same meeting, there were preliminary proposals for 3-way stop signs for the other Clinton Street intersections. Tom DiPersio said that the takeaway from the old minutes was that

Engineering, at the time, acknowledged that these intersections did not meet the warrants for stop signs when they were installed.

No analysis of accident history has been done in the last 12 months. Ms. Miller did find a more recent warrant analysis for Beach Street which showed that it did not meet the volume requirements on the main or side streets. Other criteria though, includes the sidewalk, which may be something to take into consideration. Coming from West Main Street down Beach Street there is a sidewalk on the north side which ends at Clover Hill, there is a crosswalk here and then the sidewalk begins on the opposite side of the street to South Street. The sidewalk goes all the way to the stop sign at the intersection.

Tom DiPersio said that none of the strict warrants for stop signs were met, but the MUTCD does take other considerations into account. They didn't measure any pedestrian volume, but it may be something to consider. Commissioner Divoll said that he has gone by the area multiple times and at different parts of the day and has never seen someone crossing here. If the concern is coming down Clover Hill and taking a right onto Beach Street, can you see someone crossing Beach Street at this location? He said there is perfect visibility. There could potentially be some overgrowth that would restrict sight and there is a utility pole, however, they can handle any overgrowth internally. There are no issues with the sightline or slope of the road. Mr. DiPersio said that pedestrian issues may be more of a specific event type thing like on Memorial Day or something with people crossing for the cemetery. He said they could paint the crosswalk with the ladder style to make it more visible. They would also install advance warning signs for the stop sign.

Chief Giorgi asked if this is a flashing stop sign. Engineering advised that it is. The Chief asked if we could possibly free it up and use it at another location instead as the crosswalk would be mitigated with more visibility and advance warning signs. This stop sign is regulated, however, Steve Kerrigan asked if the crosswalk was regulated. Pedestrian crossing signs do not need to be regulated as they are just warning signs.

This item will remain on the agenda for the next meeting so that Engineering can confirm that the crosswalk is regulated. Chief Giorgi will create the regulation to repeal the stop sign at Beach Street and Clover Hill Street.

Clinton Street at Auburn Street and Old Charter Road -

Ashley Miller found that the request for 3-way stop intersections was brought before the Traffic Commission in the past (June 9, 1998) and voted on, however, she could not find meeting minutes indicating that the request was approved but the stop signs did go up. She found it interesting to note that traffic counts on Clinton Street show there was significantly more traffic in 1998 than now. The total count between Old Charter Road and East Main Street in 1998 was 585 vehicles, in October 1999 the total count in the same stretch was 660. The count that was just completed showed a total average count of 178 vehicles over a 3-day period. In the past it was used as a cut through street, but not so much anymore. Volumes do not meet the warrants for stop signs in either direction. Engineering did not do any new counts at Old Charter Road and Clinton Street. Steve Kerrigan noted that this is a similar situation to the stop signs on Bigelow Street, where the stop signs were added as a traffic calming measure. Tom DiPersio said that the data

would suggest that the volume went down because of the stop signs, however, this may not be the case.

Chief Giorgi asked for clarification on the number of stop signs we are questioning on Clinton Street. Ms. Miller said there are 5, 2 in each direction on Clinton Street at Auburn Street and at Old Charter Road and then 1 at the end of Clinton Street at Old Charter Road. GIS mapping on the city website was pulled up for reference. The stop sign where Clinton Street hits Old Charter Road would stay. Ms. Miller noted that sight is slightly limited at Auburn Street due to a fence within the zone. The Chief asked to see the map closer and was able to view a photo and diagram. All agreed that it makes sense to keep the sign where Clinton Street feeds onto Old Charter Road but that the others should come down. It was further discussed that the Ward Councilors would need to be notified before any changes were made. Also, warning signs would need to be put up, similar to those on Bigelow Street, stating that cross streets do not stop and another sign indicating when the stop signs would be coming down.

This issue will remain on the agenda for next month but in the meantime, the Chief will create the regulation to repeal the stop signs at Clinton Street and Auburn Street (both directions) and Clinton Street and Old Charter Road (both directions). He will also notify the Ward Councilors and Engineering will put up warning/advisory signs like those on Bigelow Street.

3b) Mt. Pleasant Street Traffic Concerns

Update:

At the last meeting, it was discussed that the electronic speeds signs would be put out to collect data on volume and speed so that the Traffic Commission could determine the specific timeframe that was causing the most issues. Officer Larose had the speed sign out on the Northbound side from South Street up for 21 days, 6/29/23 to 7/20/23, and included the Extended Speed Summary Report for review. The timing of the lights at South Street was also discussed at the last meeting.

The data collected from the speed signs, shows that speed is not the issue. The speed limit is 30 mph, the average speed at this location was 14.04, the 50th percentile was 13.56 and the 85th percentile was 18.18. The report also breaks down the volume by day and time. Sgt. Ney commented that it still doesn't look that bad, based on the report, however, 4:00 pm to 6:00 pm seems to be the highest volume. For some reason, the report also shows heavy volume on Sunday, 7/2, especially between 11:00 am and 2:00 pm. This could have been due to something specific going on in the area. There were also a couple days with heavier traffic between 9:00 and 10:00 am. Tom DiPersio said that this could have been due to a construction detour. All agreed that 4:00 to 6:00 pm does appear to have the heaviest volume in general. The few areas where the report shows N/A was probably due to a battery issue with the sign.

Chief Giorgi reviewed that the thought was to do the same thing that we did at State Street and Chandler Street with no left turn during certain hours, from South Street onto Mt. Pleasant Street. At the moment, we don't have data from the other direction, but he doesn't see that as the issue. It appears that drivers are using this turn as way to avoid the lights to get out of the City. He asked if anyone had any thoughts on this? Is it

worthwhile to do this on weekdays or not? 4:00 pm to 6:00 pm does seem to be the most consistent timeframe for the higher volume. Commissioner Divoll asked about starting at 3:00 pm? He does agree that the volume drops between 6:00 and 7:00 pm. The data does support the 3:00 to 6:00 pm timeframe. Engineering would also need to contact Waze and advise them of the change.

Councilor Dumais had said that he did not think signage would be enforced. Steve Kerrigan noted that we can't restrict it to residents only, which was also discussed at the last meeting, as this would be impossible to enforce. Chief Giorgi said that he has not heard much feedback from anyone since the no left turn restriction was put up at State Street and Chandler Street, but if it's working, then it's working even if residents may not like it.

Sgt. Ney said that their apartments at this location on the right at West Main Street. The entrance is on Mt. Pleasant Street. He is wondering if some of this traffic is due to people heading home to this apartment complex, as 30 cars on the street in 1 hour seems like a lot. Some of the higher numbers are unusual too, like the 78 cars on a random Saturday. He also noted that if you look at 5:00 pm all the way down, it's not consistent. Steve Kerrigan said that if we make this restriction, no left turn from South Street to Mount Pleasant, is someone going to request this on other streets. Do we want to go down this road regarding other feeder streets between major arteries? It will also affect all the residents of the apartments. It is sort of a "can't win" situation and is purely the decision of the Traffic Commission.

Commissioner Divoll said that he was not apposed to trying it on a temporary basis and seeing how it goes. Chief Giorgi explained that the problem with this, is that a temporary restriction is not regulated and is not enforceable. Sgt. Ney said that people living there would need to know that the signs were not enforceable, or they would keep calling and reporting that someone was turning this way. If residents know it is not enforceable then everyone will continue turning here. Steve Kerrigan also noted that no one is choosing to turn from South Street onto Mount Pleasant Street in January to go up that hill. Sgt. Ney said that many people would rather go all the way up to the light to have easy access onto West Main Street. The left turn on Mount Pleasant is the only way residents of the apartment complex can get home.

Tom DiPersio questioned where exactly the counts were taken. He suggested we do another set of counts closer to West Main Street. We could then compare it to the numbers in this Speed Summary Report and see how many were just going to Mt. Pleasant. Ms. Miller said that Engineering has a counter that can be attached to a pole which would allow them to put it in a better location. Chief Giorgi agreed that this was a good idea and suggested using the Police Department's speed sign and the Engineering Department's counter at the same time, in the two different locations, and then compare the data for a more accurate count that would take residents into account.

The Chief asked if there were any additional questions or concerns. None noted.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 10:52 am.

Respectfully submitted,

Karen L. Lambert
Public Safety Administrative Assistant
Marlborough Police Department

List of documents and other exhibits used at the meeting:

- City of Marlborough Meeting Posting for the Traffic Commission Meeting on July 26, 2023, including meeting agenda.
- Draft of Traffic Commission Minutes from Wednesday, June 28, 2023.
- Email from Officer Larose to Chief Giorgi and Sgt. Ney, dated 7/20/23, re: Speed Reports. Including speed reports for Bigelow Street, SB & NB, Westernview Street, NB and Valley Street, EB.
- Email from Ashley Miller to Chief Giorgi, Tom DiPersio & Sean Divoll, dated 6/28/23, re: Stop Signs – Engineering Studies – Final – Beach Street – Clinton Street. (Including Memo dated 6/6/23)
- Extended Speed Summary Report for Mt. Pleasant Street, NB

Additional Handouts

- None

TRAFFIC COMMISSION

1

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
September 27, 2023
2023 NOV -1 PM 2:42



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

Traffic Commission Minutes

The Regular Meeting of the Traffic Commission was held on September 27, 2023, at 10:00 am. (The meeting was also recorded and is available to view online at the City of Marlborough's website (www.marlborough-ma.gov). Members present: Chairman - Police Chief David Giorgi, Fire Chief Kevin Breen, Interim DPW Commissioner Ted Scott (not present at start of meeting) and City Clerk Steve Kerrigan. Also present: City Engineer Tom DiPersio, Assistant Civil Engineer Ashley Miller, Officer Andrew Larose from the MPD Traffic Services Unit, Code Enforcement Officer Pam Wilderman, City Councilor Christian Dumais, City Councilor Kathleen Robey, and residents from the Church Street area: Rob Veneziano, Bill Downey, Jodi Trombetta, Bill Burke, Paul Gauch (Spelling ??), Barbara Sharkey, William Judy, Gil Boaventura and Phil Burton. Also present: resident from Rice Street Nelson Rivas.

Minutes taken by Karen Lambert, MPD - Public Safety Administrative Assistant. (Note: Not present at meeting – minutes taken from recorded meeting.)

Chief Giorgi started recording the meeting at 10:00 a.m. and began by welcoming everyone and making introductions.

1- Minutes

Review of the minutes of the Traffic Commission meeting of July 26, 2023.

VOTE TO APPROVE. All in Favor - Accept and Place on File.

2 - New Business

2a) Crescent Street Parking Issues

Chief Giorgi received an email from local resident David Kirkpatrick on this issue. Crescent Street is currently under reconstruction. He included a diagram showing the

houses and parking situation. All of the homes and the apartment complex have parking on their property, however, many residents park on the street. One of his main complaints was about vehicles parked on the sidewalks, especially delivery vans and heavy trucks that have been a big factor in cracking the sidewalk pavement over the years. Parking is allowed on both sides of the street. One side has sidewalks. It's only a minor issue when cars park on the side without the sidewalks. Parking on the sidewalk side is the main problem as it restricts travel on the street. He is requesting that parking only be allowed on one side, the side without the sidewalks. He also said that there are many young children in the area. When cars are parked on the sidewalk side, they block the view of the children, who occasionally go into the street after a basketball or soccer ball. He also mentioned the speed on Crescent St., especially from the top of the hill down to Rte. 20, usually late afternoon to 7:00 pm. He also said he would like to see "a standard type sidewalk with regular height and stone facing" installed.

Tom DiPersio advised that they are reconstructing the sidewalk but not using granite curbing as it is difficult to get right now. They are using a more consistent 6 inch reveal now that may discourage parking on the sidewalk. The old sidewalks were lower. Engineering has not had a chance to review a possible parking restriction here, but can take measurements and report their findings back at the next meeting.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to look into the roadway width and feasibility of restricting parking to one side.

2b) Continued Speed Concerns on Church Street

Rob Veneziano sent a follow up email to Chief Giorgi. Chief Giorgi briefly reviewed the discussion from the meeting in July where Officer Larose went over the Extended Speed Summary reports from the electronic speed signs. It was concluded that a permanent electronic speed sign would be installed on Church Street. It took a while, but eventually a grant was available with funding to purchase the new electronic sign. It was placed SB on Church Street at Warren Avenue and has been there for six months.

Mr. Veneziano thanked the Chief for the new speed limit signs and the permanent electronic speed sign; however, he feels that very little has changed with regard to speed. Several other residents of the Church Street area were also in attendance. He reviewed that he had 200+ signatures from neighborhood residents with speed concerns at the initial meeting, some of whom have lived in the area for over 20 years. The number of cars and speed has all been increasing. More and more traffic uses GPS and he expressed concern that this will only get worse as the downtown area is more and more developed. The two new speed limit signs and the permanent electronic sign do not appear to be doing much good. It is the "outliers", those outside the 85th percentile, that are the problem. He was questioning the placement of the electronic signs at the top of the hill on Church Street at Greenwood St. Not a lot of speed is picked up here at the top of the hill. The other was placed near the curve where people naturally slow down. He is questioning if the results of the speed reports are a true indication of speed. He said that some residents are purposely parking their cars in the street in staged areas to slow traffic. Those cars could get damaged, and this has happened in the past. Another car has been egged. He is requesting that speed tables be installed on Church Street. He knows that other cities and towns are using them, and they are working. They don't seem to have any issue with plows, which he knows was a concern for the City. He mentioned that

Boston is set to put in about 150 speed tables. He said that Cambridge and Somerville are using them, and that speed has been cut by 50%. He mentioned a "Vision 1 Plan" for streets that a lot of cities use but he wasn't sure if Marlborough was part of this and suggested that the new mayor can look into these funding programs. They also had an issue with fire trucks speeding back to the station. Word was passed to the Fire Chief and this issue seems to be much better.

Several residents of the Church Street area were in attendance and voiced their concerns:

Bill Downey – Now that school is in session, Church Street is one of the busiest bus travel routes in the city. There is a bus stop at almost every intersection with large numbers of parents driving to pick children up. There is a bus stop right outside of his house. Last year he watched a driver back up and drive around the school bus while children were getting off and the bus had its lights flashing and stop sign out. Something more needs to be done about speed. The current situation is an accident waiting to happen.

Jodi Trombetta – She walks her dog in this area all the time and uses the crosswalk at Shawmut Street and Church Street. Cars come flying around the corner and it is very dangerous. She can't even tell how many times she has almost been hit. She often sees people on their phones and it's getting darker earlier.

Bill Burke – He lives on lower Church Street and has owned the property for 40+ years. He moved away for a time but has now been back for 18 years. The neighborhood has changed over the years and many young families are moving in now. Between the HS, Middle School and Elementary School, there are 35 to 40 kids that get on the bus in front of his house. It's also very busy during the week from 4:30 to 7:30pm and Saturday and Sunday afternoon until 7:00 pm with people coming up from Rte. 20. It's the same down to Hildreth Street, no one is going 25 mph, it's more like 40 mph. It's very noticeable when he is sitting on his front porch. This will only get worse with all the new development in the city.

Paul Gauch (?? On Spelling)– The data from the speed signs are nowhere near where he lives on Church Street. The permanent sign at Warren Avenue shows an average speed of 18.59. He said that no one goes 18 mph unless they are on a bike. He has the 25-mph speed limit sign right outside of his house and cars come down from Essex Street and fly by his house. He would never put his car out in the street because it would get hit. In England, where he grew up, they have speed tables. He mentioned a family near the sandwich shop that moved away because of all these issues.

Mr. Veneziano said that the Chief has mentioned speeding all over the city, but he wants to know what we are supposed to do about it. How do we combat this? He's heard feedback about Farm Road and said the electronic speed signs aren't working over there either. He thinks that speed tables could be used in other areas of the city as well. They are a known effective way to slow traffic.

Barbara Sharkey – She asked what data was used to install the new permanent sign? Of all the places it could have gone, why did the PD put it there? There needs to be consequences for speeding on Church Street. They need to see a police presence on

Church Street while they are waiting for speed tables. There are near misses all the time. Waze sends more and more people this way.

Bill Judy – He is a relatively new resident to the neighborhood but wanted to express the same concerns. Cars fly up the hill and around the turn at the Downey's residence. The visibility is very poor, there are lots of children, cars are parked on the road, and it is just a very dangerous spot.

Gil Boaventura – He has lived on Greenwood Street for 20 years. He asked, "What if this was your street? What would you do?" Action needs to be taken. He has put his car in the spot where he would like to see people slow down and it has gotten egged. He saw an accident at Greenwood Street and Church Street, where only 30 minutes before, 20 kids were waiting for the school bus. He also saw a police officer get hit. We need to come together as a community to set an example of how to fix this. He suggested speed bumps a couple of years ago and was told it would never happen.

Chief Giorgi advised that the electronic speed signs were put back out but moved to a different spot. Officer Larose pulled up a map with red dots indicating all the locations where the speed signs have been placed and there have been many different locations over time. It's been near Greendale Ave. 6 times. He said that the permanent sign was placed in its current location because that is the area where he received the most complaints. He advised that it can still be moved. The portable sign was just out at Church Street & Essex Street NB for 13 days, 9/7/23 to 9/19/23, heading toward the crest of the hill. It was at Church Street and Greenwood Street SB from 9/19/23 to 9/24/23 from It shows the average speed and volume and also breaks down the maximum speed per hour. He also had a spreadsheet showing dates, locations, days on scene, average speed, 85th percentile, max speeds and volume over 100+ days. He also sent an email to the Chief outlining average speed, 85th percentile and volume over several years. He noted that average speed and 85th % have dropped even with the volume doubling. The most recent data shows an average volume per day of 519 cars per day on the NB side and 548 cars per day on the SB side. Officer Larose reviewed some of the numbers on his spreadsheet. The last 6 days, NB near Greenwood, the max speed was 40 mph, and the average speed was 21 mph. See spreadsheet attached.

Chief Giorgi said that we also see other areas in the city that are used as a cut through. Mr. Veneziano said again that speed and volume are due to the repaving of Church Street, GPS and the fact that it's a known cut through. All agree that 4:00 to 7:00 pm is the busiest. Officer Larose agrees that it is the "outliers" that make enforcement difficult. Chief Giorgi said that this was the consensus at the last meeting. The big issue is volume, which has gone way up. An officer could sit there for 8 hours and maybe get 2 people speeding. Officer Larose has collected a large amount of data, on the SB side the speed of 366,379 cars has been recorded.

A resident said that in an area as densely populated as this, even 30 mph is too fast. Officer Larose explained again that the State determines the speed limit, and they use the 85th percentile to establish speeds. In the case of Church Street, 85% of cars are traveling the speed limit or less. Mr. Veneziano asked how this volume compares to other areas. They knew the #'s wouldn't say that everyone is going 50 but what if they were? What would the city do? Chief Giorgi said that the average speed has dropped even though the volume is higher, the speed is not increasing with volume. He sees this as a volume

problem and he assumes it is consistent with other streets, i.e., Stevens Street or South Street. He doesn't know how we can control volume. Another resident said that if we can control the speed maybe it won't be used as a short cut. The Chief said we've tried things in the past that just end up deferring traffic somewhere else. A volume problem is something we can't address.

Chief Giorgi also said that we try to get the speed signs out as quickly as we can, but they have to be out in the location for a while to collect accurate data. We have a waiting list of at least 5 streets looking for the signs and we are down to 3 at the moment as one was hit by a car and destroyed. The Church Street residents continue to be very concerned and feel that it is only a matter of time before a child is hurt. Chief Giorgi said that he has to look at the whole city. If we did something on Church Street, next comes Hemenway Street or South Street for example. Officer Larose asked the group where they would like to see the permanent sign installed. They would like to see it in the area of #25, SB, between Shawmut Ave, and Greendale Ave. There also needs to be a reasonable spot, on a pole, to put it. He will talk to the DPW and figure out the best location. He can put the other one at the bottom of the hill with the flashing #'s blacked out to get a more accurate reading. The DPW can also cut back trees/brush that is causing the visibility issue near the 25-mph speed limit sign.

MOTION was made, seconded, duly VOTED to REFER to the POLICE DEPARTMENT for sign placement and continued enforcement and to ENGINEERING/DPW to cut back brush blocking visibility.

2c) Commercial Vehicle Parking Issues

Officer Larose sent an email to Chief Giorgi asking if this issue could be addressed. He said that the Mayor's Office, City Councilors, Code Enforcement and the Police Department have been receiving an increasing number of complaints about commercial motor vehicles parking on residential streets, especially overnight. He said that "our current ordinances do not regulate commercial vehicle parking in any meaningful way". Pam Wilderman has also been involved and was present for the discussion. Officer Larose found language from another community that was easy to understand and covered most issues. We need to come up with our own language that regulates commercial motor vehicle parking so that we have something that is enforceable.

Officer Larose said that this year there have been a lot more complaints. He just had one on Crestwood Lane that had been there for a few weeks. The only ordinance we have is regarding parking over 72 hours and the area being used as a storage location. He started to look at ECodes in other states to see how they handle commercial motor vehicle parking. We first need to determine what type of vehicle is considered a commercial motor vehicle, i.e., an F250 with business marking and commercial plates, a painter's van with ladders, a weight limit etc?

Pam Wilderman said that city code allows for 1 commercial vehicle, under a certain amount, to be parked in your driveway. She said that the problem is that contractors don't want to pay storage fees, so they bring everything home. If they are parking in their driveway and oversized, she can put it under the blight ordinance. She is responsible for enforcing all city code. If it is in the street, she can use ordinance #551, where you need to have 10 feet in both directions. She mentioned a situation at East

Main & Church Street where there are 2 huge Ryder trucks, someone comes each morning and leaves their own vehicle and takes the truck for the day. Since it is a rental vehicle, she can't determine where it comes from. There are just too many commercial vehicles in residential areas, and it is getting ridiculous. People are bringing their commercial vehicles home at night or running a business out of their house with several vehicles parked in the street. On Brimsmead Street there are landscaping vehicles at the top of the hill, and you can't see when someone is trying to pull out. Ms. Wilderman also brought up a situation on Vega Road where there is paving equipment on the road all the time. She has notified the property owner that he has illegally rented the property.

Chief Giorgi said that we need to draft something to deal with all these specific types of issues, something that "gives us some teeth". It was discussed that Traffic Regulations fall under City Code so they can be enforced by both the Police Department and Code Enforcement. Ms. Wilderman knows of communities near Boston where you can't take home any commercial vehicles to residential neighborhoods. She doesn't think we want to go that far.

Chief Breen has seen in other communities where he worked, that businesses would leave box trucks in the street with graphic signs for the business, which is essentially a sign in their driveway or street being used for advertisement. This had to be addressed as it just didn't look good.

There was a lot of discussion as to how we are going to define a commercial motor vehicle, i.e., is it by type of vehicle, capacity, weight limit, commercial plates etc. We also don't want to penalize someone in a 1-ton truck trying to make a living.

Phil Burton, the resident who made the complaint about commercial vehicles on Church Street was in attendance. He said that he can get the plate # of the vehicle that pulls up in the morning to get the truck. Ms. Wilderman said that would be very helpful. Mr. Burton asked if it would help to start talking about this as a safety issue rather than a parking issue. His neighbors can't even safely pull out of their driveway because of the trucks. They can't see what's coming and there was almost a very serious accident recently. The house with the trucks has a massive driveway that is at least 20 feet wide and maybe 20 yards in back. Pam Wilderman said that this house is actually for sale so that may solve this particular issue.

Chief Giorgi said that we need a regulation that the Police Department can also enforce as the police are out there all the time, not just something regulated by Code Enforcement. It also needs to be easy to enforce with very clear language. For example, someone might not know what a 2-ton truck looks like. Officer Larose often gets complaints but when he goes out to see the situation there is nothing he can do. It might take some work to get the best language figured out but, is definitely worth researching and implementing. The language that Officer Larose included in the agenda packet is a good starting point.

Councilor Robey noted another city ordinance, 551.18 – Obstruction of Public Ways, and asked if this was something that could be used. It says you can't obstruct the public way for more than 1 hour. Officer Larose said that this ordinance does not apply to motor vehicles. It is used for things like a dumpster. A court would say it doesn't apply because we have separate regulations for motor vehicles. Pam Wilderman said that she

uses this ordinance all the time for such things as mattresses left on the sidewalk. She sends 3-4 letters per week citing this ordinance because of things left on the sidewalk. Officer Larose would like something specific that he can print and hand to people clearly explaining the violation and consequence.

The discussion continued as to whether we should be creating a new city ordinance or a traffic regulation. Steve Kerrigan said he would think that a city ordinance would have more teeth than something established by the Traffic Commission. All seemed to agree with this.

MOTION was made, seconded, duly VOTED to KEEP ON THE AGENDA for further discussion.

2d) Parking Issues on Rice Street

Nelson Rivas, resident of Short Street, sent a letter to the Police Department requesting No Parking signs at the corner of Short Street and Rice Street. Mr. Rivas was in attendance for the discussion. He has lived on Short Street for 32 years. The house at 55 Rice Street is a rental. There are 4 cars that park on Short Street, on both sides, right near the corner making it virtually impossible to fit an EMS or even a garbage truck. At night, this is a very tough corner. It's extremely difficult to make the turn with the cars parked here and it also makes it very tight for his own driveway. He included photos that were taken from his house that show the cars parked right up to the corner, even though there is a sign on the corner saying No Parking Anytime. He is requesting that this area be clearly marked as no parking on both sides.

Steve Kerrigan explained that there is already a city ordinance which prohibits parking within 20 feet on an intersection. Chief Giorgi suggested putting a sign on each side saying No Parking from Here to Corner, making it more visible. Mr. Rivas said there are too many people living at 55 Rice Street on the first floor. Pam Wilderman said that 55 Rice Street is a single-family home so why are there so many vehicles? Cars are parked on the side of the house at both 47 and 55 Rice Street so they are parked on Short Street.

Chief Giorgi said that we need to enforce the No Parking within 20 feet of an intersection before creating any new regulations. If cars are legally parked on Rice Street there is nothing that can be done but they are clearly parked within the 20 feet. If the 20 feet ordinance is enforced, it will at least open up both sides and clear the intersection. Chief Giorgi asked Mr. Rivas to call the station if he sees this happening. It doesn't matter if it is 10:00 or 11:00 pm and then we can send an officer down. The Chief said that he will let the evening and midnight supervisors know to check on this area and enforce the city ordinance. He again asked Mr. Riva to please call when this happening. If he doesn't call, we don't know.

MOTION was made, seconded, duly VOTED to REFER to the POLICE DEPARTMENT to enforce the City Ordinance restricting parking within 20 feet of an intersection. Also refer to PAM WILDERMAN to speak to the residents about the cars.

3-Old Business

3a) Review of unwarranted stop sign locations.

Update: Chief Giorgi did notify the ward councilors about the stop signs that would be coming down on Beach Street and Clinton Street. One is on Beach Street at Clover Hill Street. Four are on Clinton Street at Auburn Street and Old Charter Road. He prepared the regulations to REPEAL these 5 stop signs and they were submitted for a vote.

- Repeal the stop sign on Beach Street @ Clover Hill Street. ALL IN FAVOR.
- Repeal the 4 stop signs on Clinton Street @ Auburn Street and Old Charter Road (North and South). ALL IN FAVOR.

Councilor Dumais asked when they would be coming down. He was advised that notifications still need to go out and warning signs need to be put up. Signs will also be placed on the stop signs. Councilor Robey asked about the crosswalk on Beach Street at the stop sign location. What happens when there is no longer a stop sign there. Engineering advised that it would be changed to a ladder style crosswalk that would make it more visible. Officer Larose pulled up a street view on the area for reference. This is where the flashing stop sign is, and this is the one that will be removed.

3b) Mt. Pleasant Street Traffic Concerns

Update: Chief Giorgi reviewed that the issue was whether or not to make a No Left Turn off of South Street between certain hours. At the last meeting we said we could add the DPW's traffic counter to get more data and that our speed sign would be moved further up the street. Officer Larose had data from the speed study. He said that the volume has increased since 2018 but not really the speed. In 2018, the average speed was 15 mph, the 85th percentile was under 18 mph and the volume was 155 vehicles per day. Now we are seeing an average of 220 vehicles per day. We were looking to do the same thing that was done at Stevens Street and State Street.

Councilor Dumais had asked that we look at the timing of the lights as a better option. He thinks that the majority of the traffic is using the cut through to get to Rte. 495. If the green arrow could be made longer more cars could make the turn. The majority of cars are going right or left onto East Main Street, not straight through the light. The turn from Mt. Pleasant Street onto East Main Street isn't easy either but at least its moving instead of sitting stopped at the light.

The concern is that we don't want to restrict traffic on West Main Street, if the timing is changed. Traffic is already backed up to Granger Blvd. at certain times. Officer Larose said that he thinks Councilor Dumais is just saying to extend the green arrow, not change the timing on East Main Street. All agreed this might actually be a better solution.

The issue was referred back to Engineering to take a look at the lights and see if changing the timing could help. This issue will remain on the agenda for further discussion at the next meeting.

The Chief asked if there were any additional questions or concerns.

There was one other resident of Church Street area still in attendance. She has lived there for six years, at the lower end near Shawmut Street, and she also wanted to express her concerns about the speed and all the children in the area and cars parked on both sides. She asked if we have seen increased speeding on Bigelow Street now that the stop signs are gone. Chief Giorgi explained the warrants that are required for stop signs and how Bigelow Street did not meet them, and they were not regulated or enforceable. There is not enough volume on the side streets off Church Street to warrant any additional stop signs.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 11:37 am.

Respectfully submitted,

Karen L. Lambert
Public Safety Administrative Assistant
Marlborough Police Department

List of documents and other exhibits used at the meeting:

- City of Marlborough Meeting Posting for the Traffic Commission Meeting on September 27, 2023, including meeting agenda.
- Draft of Traffic Commission Minutes from Wednesday, July 26, 2023.
- Email from David Kirkpatrick to Chief Giorgi, dated 8/31/23, re: Crescent Street Parking, including diagram.
- Email from Rob Veneziano to Chief Giorgi, dated 9/1/23, re: Church Street / speeding.
- Extended Speed Summary Report, Church Street @ Warren Ave, PERM, SB.
- Email from Officer Larose to Chief Giorgi, dated 9/5/23, re: Church Street.
- Email from Officer Larose to Chief Giorgi, dated 9/6/23, re: Commercial Vehicle Parking.
- Anonymous correspondence received by the PD on 9/21/23, re: Marlborough Parking Complaints.
- Correspondence from Nelson Rivas to the PD, received on 9/13/23, re: Parking issue on Rice Street, including diagram and photos.
- Copy of regulation to REPEAL the stop sign on Beach Street, SE, @ Clover Hill.
- Copy of regulation to REPEAL the stops signs on Clinton Street, NB & SB, at Auburn Street and Old Charter Road.

Additional Handouts or Displayed on Screen at Meeting

- Extended Speed Summary Report, Church St. @ Essex St., NB.
- Extended Speed Summary Report, Church St. @ Greenwood St., SB.
- Spreadsheet with Summary of speed sign locations and data collected on Church Street.



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 OCT 27 AM 9:09

Meeting Minutes

For Meeting Held: October 19, 2023, 7:00 PM, at 1st Floor, Committee Room, City Hall, 140 Main Street, Marlborough.

Members Present: Ralph Loftin-Chairman, Robert Levine, Thomas Pope, and Thomas Golden.

Members Absent: None.

Items Discussed:

1. Zoning Board of Appeals Case # 1498

Applicant: Joseph Barton

Date of Appeal: October 3, 2023

Location of Subject Property – 67 Simmons St.

Petition: The applicant requested an opinion of the Building Commissioner as to whether the premises as zoned would permit a single story addition at the rear of the existing structure. Located in Zoning District RR the proposed project does not comply with Chapter 650, Article 28E(3), "Table of Lot Area and Yard Requirements for Open Space Development," & "Minimum rear yard setback requirements" of the City Code of Marlborough. The applicant is seeking relief in the form of a variance in order to construct an additional room which would exceed maximum lot coverage and minimum rear yard setback requirements.

Also present were:

Alex Grigorov – Senior Clerk,
 Joseph Barton - Owner,
 Tin Htway – Building Commissioner
 William Paynton – Assistant Building Commissioner
 Mr. & Mrs. Lombardi - Abutters with questions

Board member, Ralph Loftin called the meeting to order and asked board member Levine to read the petition.

Joseph Barton made his presentation as follows:

- He is requesting a Variance for a setback of nine feet on one side, three feet on another.
- The proposed single story addition would serve as an in-law apartment.
- The pie shape of the property makes it difficult to meet setback requirements.
- Property behind his is green space. He had Priscilla Ryder come out on a site visit to confirm this project would not cause any issues with the green space.
- His grievance is that if he were to build according to the zoning regulations, the addition would not be of a size or shape that would be usable.

Chairman Loftin noted that:

- A variance is difficult to receive.
- In order to be granted a variance you need to present a case for a hardship which is something more than an inconvenience. The hardship must arise from the soil conditions, shape or topography of the property.

Joseph Barton:

- The grievance is that with current zoning requirements, the single story addition cannot be built in a way which is usable.

Chairman Loftin:

- In the most literal case, a hardship means that if the variance were not granted, the property could not be used as zoned.

Joseph Barton:

- I am not infringing on other's properties.
- I cannot build an addition on the property as it is currently zoned.
- I understand the purposes of the setbacks.

Board Member Levine:

- The issue is not what you would like to do with the property, the issue is the setback.
- You are free to use your land as it is zoned, however you want to change that. You want an exception to be made specifically for you.

Chairman Loftin:

- A variance is supposed to be difficult to receive, and is rarely granted.
- You need a strong case which explains why you couldn't use the property as zoned without a variance.
- Perhaps members of the Building Department could elaborate.

Tin Htway:

- One part of your argument was use, and your use is not an issue.
- We have an issue with the setback requirement of your lot. You are allowed to build to the setbacks, not to your property line.
- It would have been beneficial to have brought a floor plan to show why specifically you need that extra space.

Chairman Loftin:

- I'm not certain the layout of the house is helpful.
- The outside boundaries of the proposed addition are clearly not in compliance with the setback.

Board member Golden:

- I'm not certain that we can have a hearing based off an opinion.

Chairman Loftin:

- The determination letter is sufficient in order to hold a hearing.

Chairman Loftin opened the meeting to any members of the public who wish to speak.

Mr. Lombardi:

- We are abutters to the property and in attendance due to the notice to abutters.

Mrs. Lombardi:

- I don't see anything wrong with your reason for wanting an addition, but it seems you need to find a better reason in order to be granted a variance.
- We are neutral and only in attendance to watch the proceeding.

Chairman Loftin closed public portion of the hearing.

Board member Golden:

- This is not just one foot, this is substantial encroachment.

Chairman Loftin:

- If we deny the variance, the option to apply again will not occur for two years.
- To Mr. Lombardi, "You have the right to withdraw without prejudice." This will allow you to apply as soon as a better plan or valid hardship is found.

Board member Levine:

- If you Withdraw Without Prejudice, you can return with a more detailed plan and better argument.

- A variance denial means you cannot return for two years.

Joseph Barton:

- Requests to Withdraw Without Prejudice.

A motion was made by Robert Levine to Withdraw Without Prejudice, Seconded by Ralph Loftin. By a vote of 4-0, the Withdrawal Without Prejudice was approved.

Alex Grigorov noted that another Zoning Board of Appeals case was pending and a hearing needs to be scheduled. Due to public notice requirements and holidays Tuesday, November 28th 2023 was the nearest best time.

A motion was made by Ralph Loftin to hold a hearing on Tuesday November 28th 2023, Seconded by Robert Levine. By a vote of 4-0 the hearing date was approved.

2. Adjournment

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

Documents Used by ZBA:

- October 19, 2023 Meeting Agenda Posting
- Zoning Determination letter from the Assistant Building Commissioner William Paynton dated August 19th, 2023.
- Certified Plot Plan for 67 Simmons St. Marlborough, MA 01752 Last Revised 8/2/2023.
- Request to Withdraw Without Prejudice sheet.

Minutes prepared by
Alex Grigorov, Secretary
Zoning Board of Appeals

Respectfully submitted:

Ralph Loftin, Chairman
Zoning Board of Appeals