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CITY OF MARLBOROUGH

2016 JUL 21 P 4:07

*Presentation to Japanese Students from our sister City of Akiruno, Japan*

1. Minutes, City Council Meeting, June 20, 2016.
2. PUBLIC HEARING On the Petition of Comcast to evacuate and place 1-3" Schedule 40 PVC conduit across the alley-way that connects Main St. and Weed St. between buildings #200 Main St. and #194 Main St. Starting at the existing Comcast hand hole, excavate and place conduit in a westerly direction toward the rear of #200 Main St. for a distance of 21"+/-, Order No. 16-1006609.
3. Communication from the Mayor re: Acceptance of the Provisions of Municipal Health Reform in accordance with MGL, Chapter 32B, §21 through 23 as amended.
4. Communication from the Mayor re: Applications for 43D Priority Development Sites.
5. Communication from the Mayor re: Order of Acceptance of Permanent Easement from Bell Fund V Marlborough LLC.
6. Communication from the Mayor re: Green Communities Competitive Grant from the MA Department of Energy Resources in the amount of \$194,336.00 to fund the installation of an Energy Management System for City Hall and fund the replacement of heat pumps which are located in each office in City Hall.
7. Communication from the Mayor re: Community Compact Information Technology Grant from the Commonwealth of MA in the amount of \$15,000.00 to continue moving City Departments to Accela's Civic Platform to improve operations, streamline processes, and ease administration of Department workloads.
8. Communication from the Mayor re: Gift Acceptance from Alexandria Szwarc, Marlborough Country Club in the amount of \$4,656.00 for the Police Department's K-9 Unit to offset cost of future training and equipment needs.
9. Communication from the Mayor re: Appointment of Douglas Scott as Building Commissioner for a term to expire three years from date of City Council approval.
10. Communication from the Mayor re: Appointment of Dr. Joseph Tennyson to the Board of Health for a term to expire three years from the first Monday in February 2017 and to thank Dr. John Curran as his term expired.
11. Communication from the Mayor re: Reappointments of Robin Williams and James Griffin to the Board of Health for a term of two years expiring on the first Monday in February 2018.
12. Communication from the Mayor re: Reappointment of Elizabeth Evangelous to the Board of Registrars for a term of three years to expire April 1, 2019.
13. Communication from the Mayor re: Appointment of Thomas Pope to the Zoning Board of Appeals for a term expiring five years from date of City Council approval.
14. Communication from Mirick O'Connell on behalf of BSL Marlborough Development LLC re: Proposed Zoning Amendment Allowing Assisted Living Facilities.
15. Application for Special Permit from Ryan Development LLC on behalf of Apex WR 1031 LLC and Walker Realty LLC for Proposed Restaurant with a Drive-thru, 157 Apex Dr.
16. Application for Special Permit from Ryan Development LLC on behalf of Apex WR 1031 LLC and Walker Realty LLC for Proposed Veterinary Hospital, 58 Apex Dr.

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.

17. Application for Special Permit from Ryan Development LLC on behalf of Apex WR 1031 LLC and Walker Realty LLC for Proposed Car Wash, specifically to allow for a use of a car wash at Apex Center in the Hospitality and Recreation Mixed Use Overlay District., 22 Apex Dr.
18. Application for Special Permit from Ryan Development LLC on behalf of Apex WR 1031 LLC and Walker Realty LLC for Proposed Car Wash, specifically to allow for a car wash in Zone B of Water Supply Protection District, 22 Apex Dr.
19. Application for Special Permit from Mirick O'Connell on behalf of Crabtree Lake Williams LLC to amend Condition 2 of Special Permit, 215 Lakeside Ave., Order No. 08/09-1002051E.
20. Application for Wireless Special Permit from New Cingular Wireless PCS, LLC-AT & T Mobility to remove Condition 7 of Special Permit, Order No. 11-1003004C which requires that AT & T fly an American Flag from the stealth antenna canister on the water tower, 175 Maple St.
21. Communication from Central MA Mosquito Control Project re: Investigating resident's complaints about mosquitos on July 7, 13, 20, 27 and August 3, 10, 17, 24 & 31.
22. Minutes, Board of Assessors, May 18, 2016.
23. Minutes, School Committee, May 24 & June 14, 2016.
24. Minutes, Conservation Commission, May 5, 2016.
25. Minutes, Traffic Commission, May 31, 2016.
26. Minutes, License Board, March 30, April 27, May 25, & June 15, 2016.
27. Minutes, Board of Health, March 8, 2016.

#### REPORTS OF COMMITTEES:

28. **ORDERED:** That the Mayor meet with the Operations and Oversight Committee to discuss ancillary uses of the Senior Center, in direct opposition to what was discussed with the City Council. The Council was assured that the Center would only be used for activities for seniors, but the Veterans Agent was recently moved there. ....Submitted by Councilor Elder
29. **ORDERED:** That all city councilors be given the choice to opt out of all paper communications and be allowed to bring a tablet or laptop to council meetings for informational purposes. ....Submitted by Councilor Elder
30. **ORDERED:** That the Mayor and City Council President establish a special committee to consider sites for a new fire station in the west side of the City and notify the City Council of said appointments on or before the August 29, 2016 City Council meeting. ....Submitted by: Councilors Juairé and Elder

#### UNFINISHED BUSINESS:

##### From Public Services Committee

31. **Order No. 16-1006583 – Application for Renewal of Junk Dealer's License, Gerald Dumais, Inc., d/b/a Dumais and Sons Second Hand Store, 6 High Street.** Police Chief Leonard approved the CORI report for Gerald Dumais and had no objection to the renewal of his Junk Dealer License. Gerald Dumais explained the store had not been open for business with any regularity as much of his business is the clean out and removal of trash from residences. **Motion made by Councilor Irish, seconded by Councilor Doucette, to approve. The motion carried 3-0.**
32. **Order No. 16-1006543 - Application for Renewal of Junk Dealer's License, Eco ATM, Inc., 601 Donald Lynch Boulevard.** Chairman Landers explained Eco ATM has not sent a physical representative to the Public Services Committee for at least the past two years. Eco ATM is a kiosk at the mall that collects old cell phones and provides cash payment for a determined value. According to the Police Chief there have been no reports of problems with the service. The committee agreed to approve the application without a physical presence on behalf of Eco ATM. **Motion made by Councilor Doucette, seconded by Councilor Irish, to approve. The motion carried 3-0.**



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CITY OF MARLBOROUGH

2015 JUN 28 A 10:01

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

**JUNE 20, 2016**

Regular meeting of the City Council held on Monday, JUNE 20, 2016 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Juairé, Oram, Ossing, Robey, Delano, Doucette, Elder, Tunnera, Irish and Landers. Meeting adjourned at 9:18 PM.

**ORDERED:** That the 2016 Youth Service Award presented to Mahish Mahendarkar in recognition and appreciation for his valuable contributions to the bettering of the City of Marlborough through good citizenship, leadership and volunteerism, **FILE**; adopted.

That the City Scholarships Awards were presented to:

Julia Dougherty  
237 Robert Road  
Marlborough High School

Kevin Falvey  
78 Ridge Road  
Marlborough High School

Mitchell Lutz  
28 Memory Lane  
Assabet Valley

Kira Macalvey  
125 Vega Road  
AMSA

Michael MacCormac  
168 Farm Road  
Marlborough High School

**FILE**; adopted.

**ORDERED:** That the Minutes of the City Council meeting JUNE 6, 2016, **FILE**; adopted.

**ORDERED:** That the PUBLIC HEARING On the Petition of NGrid to install three phase underground primary cable across Donald Lynch Blvd., from existing MH 3-5 to proposed MH 3-51. This work is required to provide service for the expansion of the NE Sports Center, Order No. 16-1006592, all were heard who wish to be heard, hearing recessed at 8:13 PM.

**Councilors Present: Clancy, Delano, Doucette Elder, Tunnera, Irish, Landers, Juairé, Oram, Ossing, & Robey.**

**Suspension of the Rules requested to remove Petition below from Public Services Committee and Vote – granted.**

**ORDERED:** That the Petition of NGrid to install three phase underground primary cable across Donald Lynch Blvd., from existing MH 3-5 to proposed MH 3-51 by which this work is required to provide service for the expansion of the NE Sports Center, **APPROVED WITH THE FOLLOWING CONDITIONS:**

- 1) A street opening permit must be applied for by the proposed contractor performing the work.
- 2) 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.
- 3) The contractor is to ensure residents along the work site are always able to enter and exit their driveways.
- 4) The contractor is to ensure construction safety controls are established (signage, drums, police details, etc.) and are in accordance with the latest MUTCD standards.
- 6) Trenches are to be paved, or completely backfilled and compacted at the end of each work day in accordance with the road opening permit. Trenches are never to be left unattended.
- 7) Post construction loaming and seeding in unpaved areas is to be done in accordance with the 1995 MHD Standard Specifications sections 751 and 765.
- 8) National Grid shall coordinate with property owners along the work site, and be sure to obtain any private easements as necessary prior to work commencing.
- 9) We note that the City is presently conducting a water main replacement project on Donald Lynch Blvd. It is the understanding of this department that the excavation work within the roadway for this petition has been completed. If it has not been completed, then we would request that the excavation work be coordinated so as not to disrupt the City project.

**ORDERED:** That the PUBLIC HEARING On the Petition of Verizon New England, Inc. to place 1 four-inch conduit on the easterly side of D'Angelo Dr. beginning at existing pole T.5, which is located on the easterly side of D'Angelo Dr., thence running in a southwesterly direction approximately sixty-three feet to private property at #84 D'Angelo Dr. to relocate the existing aerial lines from overhead to underground to provide distribution of intelligence and telecommunications, Order No. 16-1006593, all were heard who wish to be heard, hearing recessed at 8:22 PM.

**Councilors Present: Clancy, Delano, Doucette Elder, Tunnera, Irish, Landers, Juair, Oram, Ossing, & Robey.**

**ORDERED:** That the PUBLIC On the Application for Sign Special Permit, Back Bay Sign on behalf of Carewell Urgent Care, 757 Boston Post Rd. East, to place a free-standing LED sign, Order No. 16-1006579, all were heard who wish to be heard, hearing recessed at 8:27 PM.

**Councilors Present:** Clancy, Delano, Doucette Elder, Tunnera, Irish, Landers, Juaire, Oram, Ossing, & Robey.

**ORDERED:** That the PUBLIC HEARING On the Proposed Zoning Amendment-Lawful Pre-Existing Single and Two-Family Residential Structures, Order No. 16-1006578, all were heard who wish to be heard, hearing recessed at 8:31 PM.

**Councilors Present:** Clancy, Delano, Doucette Elder, Tunnera, Irish, Landers, Juaire, Oram, Ossing, & Robey.

**ORDERED:** That the Stabilization transfer request in the amount of \$1,000,000.00 which moves funds from Undesignated to Undesignated Stabilization to ensure the City's fiscal stability, **APPROVED**; adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS -									
DEPT:		Mayor				FISCAL YEAR:		2016	
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$3,202,752.00	\$1,000,000.00	10000	35900	Undesignated Fund	\$1,000,000.00	83600	32925	Undesignated Stabilization	\$8,961,437.74
Reason:		To increase undesignated stabilization funds							
\$1,000,000.00	Total				\$1,000,000.00	Total			

**ORDERED:** That the Other Post-Employment Benefits (OPEB) transfer request in the amount of \$1,000,000.00 which moves funds from Undesignated to City's OPEB Trust account to fully fund its retirement benefit liability by 2027, **APPROVED;** adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS --									
DEPT:		Mayor				FISCAL YEAR:		2016	
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$3,202,752.00	\$1,000,000.00	10000	35900	Undesignated Fund	\$1,000,000.00	87500	35900	OPEB Trust	\$5,111,688.78
Reason:		Transfer funds to OPEB trust							
\$1,000,000.00		Total			\$1,000,000.00		Total		

**ORDERED:** Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Traffic Enforcement and Equipment grant from the Executive Office of Public Safety Highway, Safety Division, in the amount of \$12,000.00 to address high visibility traffic enforcement patrols for the Police Department; adopted.

**ORDERED:** Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the FY16 MA Decontamination Unit grant from the Commonwealth of MA in the amount of \$2,000.00 to facilitate the field deployment, training and operational readiness of the mass decontamination unit to enhance protection of local hospitals during public health emergency situations for the Fire Department; adopted.

**ORDERED:** That the Appointment of Karen Bento to the Library Board of Trustees for a term to expire three years from date of City Council approval, refer to **PERSONNEL COMMITTEE;** adopted.

**ORDERED:** That the Vacancy Report conducted by Regional Resource Group, Inc. which is currently contracted to work as the City's Assessor, **FILE;** adopted.

**ORDERED:** That the Communication from Assistant City Solicitor Panagore Griffin re: Hospitality and Recreation Mixed Use Overlay District (HRMUOD), Delegation of Site Plan Review, Waivers for Particular Matters and Limited Site Plan Approvals, in proper legal form, Order No. 16-1006443F, **MOVED TO REPORTS OF COMMITTEE;** adopted.

**ORDERED:** That there being no objection thereto set **MONDAY, JULY 25, 2016** as **DATE FOR PUBLIC HEARING** On the Petition of Comcast to excavate and place 1-3" Schedule 40 PVC conduit across the alley-way that connects Main St. and Weed St. between buildings #200 Main St. and #194 Main St. Starting at the existing Comcast hand hole, excavate and place conduit in a westerly direction toward the rear of #200 Main St. for a distance of 21'+/-, refer to **PUBLIC SERVICES COMMITTEE;** adopted.

ORDERED: That the Communication from Joseph Peznola on behalf of Hancock Associates, acting on behalf of Walker Realty, LLC re: Apex Center-Proposed Entrance, Order No. 16-1006443G, **FILE**; adopted.

**Councilor Oram abstained.**

ORDERED: That the Communication from Berlin Earthwork Board re: Public Hearing on Monday, June 27, 2016 at 7:45 PM in the Town Offices Building, Room 206, 23 Linden St., Berlin, MA, to consider the permit renewal/modification application of Riverbridge North, LLC for its Earthwork Permit, dated September 3, 2013, for the importation of up to 75,000 cubic yards of material on the land it owns known as Riverbridge mixed use village **FILE**; adopted.

ORDERED: That the Minutes, Traffic Commission, April 26, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Planning Board, April 25, May 9 & 23, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Library Board of Trustees, April 5 and May 3, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Council on Aging, April 12 and May 10, 2016, **FILE**; adopted.

ORDERED: That the Communication from Amica on behalf of Philip Lioio, 19 Preston St. re: claim, refer to **LEGAL DEPARTMENT**; adopted.

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

- a. John Sahagian, 146 Hildreth St., pothole or other road defect.

#### Reports of Committees:

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

Meeting Name: City Council Public Services Committee

Date: June 7, 2016

Time: 6:15 PM

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

Convened: 7:25 PM

Adjourned: 7:46 PM

Present: Chairman Landers; Public Services Committee Members Councilors Irish and Doucette; and Councilor Clancy

**Order No.16-1006583: Application for Renewal of Junk Dealer's License, Gerald Dumais, Inc., d/b/a Dumais and Sons Second Hand Store, 6 High Street.** Police Chief Leonard approved the CORI report for Gerald Dumais and had no objection to the renewal of his Junk Dealer License. Gerald Dumais explained the store had not been open for business with any regularity as much of his business is the clean out and removal of trash from residences. **Motion made by Councilor Irish, seconded by Councilor Doucette, to approve. The motion carried 3-0.**

## Reports of Committees Cont'd:

**Order No.16-1006582: Petition of National Grid to install 4" conduit and new #2 AL cable in multiple areas on the opposite of Sudbury Street at Farrington Lane.** Michael Fraser, National Grid representative, explained the reason for the petition was due to multiple cable failures as the old way of running cable was to direct bury the cable with no protection, it deteriorated and faults occurred which were expensive to repair. They were looking to replace the cable with two four inch conduits, one for cable and one as a spare, so if a failure occurs, they can re-run the line in the second conduit. The project would start at Sudbury Street at Pole 15 ½, go down Prendiville Way on the opposite side to Woodcock Lane, Farrington Lane and Harper Circle.

Chairman Landers read the list of standard conditions as required by the City Engineer:

1. A street opening permit must be applied for by the proposed contractor performing the work.
2. 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.
3. The contractor is to ensure residents along the work site are always able to enter and exit their driveways.
4. The contractor is to ensure construction safety controls are established (signage, drums, police details, etc.) and are in accordance with the latest MUTCD standards.
5. Trenches are to be paved, or completely backfilled and compacted at the end of each work day in accordance with the road opening permit. Trenches are never to be left unattended.
6. Post construction loaming and seeding in unpaved areas is to be done in accordance with the 1995 MHD Standard Specifications sections 751 and 765.
7. National Grid shall coordinate with each homeowner along the work site, and be sure to obtain any private easements as necessary prior to work commencing.
8. It is the understanding of this department that the work proposed, as shown on the plans attached to the petition, does not require excavation within the newly paved portion of Farrington Lane. This newly paved section is a protected roadway and cannot be excavated except in emergency situations.

**Motion made by Councilor Doucette, seconded by Councilor Irish, to approve. The motion carried 3-0.**

## Reports of Committees Cont'd:

**Order No. 16-1006543: Application for Renewal of Junk Dealer's License, Eco ATM, Inc., 601 Donald Lynch Boulevard.** Chairman Landers explained Eco ATM has not sent a physical representative to the Public Services Committee for at least the past two years. Eco ATM is a kiosk at the mall that collects old cell phones and provides cash payment for a determined value. According to the Police Chief there have been no reports of problems with the service. The committee agreed to approve the application without a physical presence on behalf of Eco ATM. **Motion made by Councilor Doucette, seconded by Councilor Irish, to approve. The motion carried 3-0.**

**Motion made by Councilor Doucette, seconded by Councilor Irish, to adjourn. The motion carried 3-0. The meeting adjourned at 7:46 PM.**

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

Meeting Name: City Council Operations & Oversight Committee

Date: June 7, 2016

Time: 6:00 PM

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

Convened: 7:22 PM

Adjourned: 7:24 PM

Present: Chairman Elder; Operations & Oversight Committee Members Councilors Clancy (President, ex-officio member) and Landers; Councilor Robey absent.  
Also Present: Nicholas Milano (Executive Aide, Office of the Mayor)

**Order No. 16-1006514 (X14-1005782A, X13-1005349B): Communication from the Mayor with updated Agreement with the Town of Sudbury to continue operation of the Marlborough-Sudbury Veterans District.** The Operations and Oversight Committee met with Nicholas Milano, Executive Aide to the Mayor, for a discussion of continuing the Marlborough-Sudbury Veterans District agreement. The initial agreement began in early 2013 and has been mutually beneficial to both communities. The agreement allowed the two communities to keep the agreement going without an annual renewal and either community can cancel the agreement with a sixty day notice to the reciprocating community. **Motion made by Councilor Clancy, seconded by Chair, to approve. The motion carried 3-0.**

**Motion made by Councilor Clancy, seconded by Chair, to adjourn. The motion carried 3-0. The meeting adjourned at 7:24 PM.**

## Reports of Committees Cont'd:

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

Meeting Name: City Council Urban Affairs Committee

Date: June 14, 2016

Time: 5:30 PM

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

Convened: 5:32 PM – Adjourned: 6:37 PM

Present: Chairman Delano; Urban Affairs Committee Members Councilors Elder, Juare, Tunnera and Landers; and Councilors Clancy and Doucette

Also Present: Arthur Bergeron (Attorney, Mirick O'Connell); Joseph Peznola, PE (Director of Engineering, Hancock Associates); Robert Walker (RA Development); Donald Rider (City Solicitor, City of Marlborough); Priscilla Ryder (Conservation Officer, City of Marlborough); Josh Fiala (Certified Land Use Planner & Registered Architect, MAPC)

**Order No. 16-1006443: Hospitality and Recreation Mixed Use Overlay District, Ryan Development LLC – Continue discussion Site Plan Approval Application.** The Urban Affairs committee met with the applicant for resolution of the delegation of authority to Site Plan Review Committee, waivers for the application, and design approvals for the general design of the building, monument signage and Glen Street retaining wall. The City Council would retain authority over site plan approval for the project including the appearance of building and structures, signage, final landscaping design, and the appearance of retaining walls facing public ways while delegating authority to the Site Plan Review Committee concerning the technical aspects of site plan review. There was a discussion of the applicant requested waivers and there were no objections from the Urban Affairs Committee. The developer, Robert Walker, spoke with the committee about the design element choices and how the colors were influenced by the tenants as some are required to maintain appearances within their corporate brand. Chairman Delano planned to request a suspension of the rules at the next regular City Council meeting on Monday, June 20, 2016 to request the full City Council act upon these orders.

**Motion made by Councilor Elder, seconded by Chair, to approve the delegation of authority to Site Plan Review Committee as amended. The motion carried 5-0.**

**Motion made by Councilor Elder, seconded by Chair, to approve the waivers for the application. The motion carried 5-0.**

**Motion made by Councilor Elder, seconded by Chair, to approve design(s) as presented. The motion carried 5-0.**

**Motion made by Councilor Elder, seconded by Chair, to adjourn. The motion carried 5-0. The meeting adjourned at 6:37 PM.**

**Suspension of the Rules requested-granted**

ORDERED:

**VETERANS' SERVICES INTERMUNICIPAL AGREEMENT  
Between the City of Marlborough and the Town of Sudbury**

Pursuant to M.G.L. c. 115, § 10, this Intermunicipal Agreement, approved by the Marlborough City Council and the Selectmen of the Town of Sudbury (the "Parties"), establishes the Marlborough – Sudbury Regional Veterans' District (the "District") and is hereby entered into and is effective from the 1st day of July, 2016 by and between the City of Marlborough ("Marlborough" or the "City of Marlborough") and the Town of Sudbury ("Sudbury" or the "Town of Sudbury") in accordance with the following terms:

1. Purpose and Duties:
  - (A) This Agreement contractually enables the Director of Marlborough's Veterans' Services Department (the "Director") to perform the duties of the Veterans' Agent for Sudbury. The Director will maintain separate, accurate, and comprehensive records for all services performed for Sudbury.
  - (B) Sudbury will provide a part-time employee ("Agent/Administrative Assistant") to serve as administrative support for the District. Said employee will be an employee of Sudbury.
  - (C) The Director and the Agent/Administrative Assistant will develop, in consultation with the Town Manager of Sudbury and the Mayor of Marlborough, a schedule of available hours in each municipality. The Director and the Agent/ Administrative Assistant shall serve all qualifying Veterans and their dependents in both municipalities, regardless of which office they are working in on any particular day.
  - (D) The Agent/Administrative Assistant will work under the direction of the Director and assist the office in carrying out relevant duties, including but not limited to the coordination of benefits to eligible applicants, the completion of local and state compliance reports, and other duties as needed.
  - (E) Sudbury agrees that the Director may utilize his accrued sick and vacation time which may, from time to time, coincide with his scheduled office availability in Sudbury. The Director shall inform Sudbury in advance of such occurrences, and ensure adequate office coverage during his absences.
2. Term: The term of this Agreement shall be for one year, effective July 1, 2016 and continuing until the end of the fiscal year on June 30, 2017, said term to be renewed annually upon the approval of the District Board. Pursuant to M.G.L. c. 115, § 10, the Town of Sudbury and the City of Marlborough may withdraw from this agreement if such withdrawal is voted not less than sixty (60) days prior to the end of the fiscal year and notice of such vote is filed with the other municipality comprising the District.

3. Location and Time of Services: The Director and the Agent/Administrative Assistant shall perform their duties in offices to be provided by both Marlborough and Sudbury.
4. Salary and Benefits: The Director shall be an employee of Marlborough, and his salary and benefits will be paid by the City of Marlborough. Sudbury agrees to pay to Marlborough the amount of \$833.50 per month, by check made payable to the City of Marlborough, c/o Comptroller, 140 Main Street, Marlborough, MA 01752, for the duration of this Agreement.
5. Distribution of Benefits to Veterans: It is understood and agreed that the distribution of benefits payments to eligible Veterans in Marlborough and Sudbury under M.G.L. c. 115 shall be paid by the respective municipality in which the eligible Veteran resides.
6. Indemnification and Insurance: Pursuant to M.G.L. c. 40, § 4A, Marlborough and Sudbury shall not be exempt from liability for their obligations under this Agreement. The Parties acknowledge that each has a minimum of \$1,000,000 of liability insurance through the Massachusetts Interlocal Insurance Association (MIIA), and that each part is covered by insurance for this joint venture as stated in the General Liability Coverage Form MGP 001.
7. Amendments: The Agreement may be amended or modified only by a written instrument signed by both Parties.
8. Notice: Until changed by notice in the manner specified above, for purposes of this paragraph the addresses and telephone numbers of the Parties to this Agreement shall be:

**FOR THE CITY OF MARLBOROUGH**

Arthur G. Vigeant, Mayor  
 City of Marlborough  
 140 Main Street  
 Marlborough, MA 01752  
 Telephone: (508) 460-3770

**FOR THE TOWN OF SUDBURY:**

Melissa Murphy-Rodrigues, Town Manager  
 Town of Sudbury  
 278 Old Sudbury Road  
 Sudbury, MA 01776  
 Telephone: (978) 639-3381

9. The Parties understand and agree that reimbursement by the Commonwealth of Massachusetts of an eligible Veteran's benefits, as provided under M.G.L. c. 115, § 6, which reimbursement as of the date of this Agreement is seventy-five percent (75%), shall be credited to either Marlborough or Sudbury depending upon the respective municipality in which the eligible Veteran resides.
10. Upon execution of this Agreement, Marlborough and Sudbury shall create a District Board pursuant to M.G.L. c. 115 § 11, with all of the duties and authorities thereunder. Said District Board shall be comprised of one representative from Marlborough and one representative from Sudbury, and shall meet no less than once every calendar year.
11. The Director shall assist local Veterans' Councils from Marlborough and Sudbury with the coordination of all ceremonies and parades in which the local Veterans' Councils participate.

12. In accordance with 108 CMR 12.02, the District is subject to approval by the Massachusetts Department of Veterans Services, which approval shall be expeditiously sought by the Parties upon execution of this Agreement.

**Suspension of the Rules requested-granted**

**ORDERED:** That the Petition of NGrid to install 4" conduit and new #2 AL cable in multiple areas on the opposite side of Sudbury St. at Farrington Lane, Order No. 16-1006582A, **APPROVED WITH THE FOLLOWING CONDITIONS;** adopted.

1. A street opening permit must be applied for by the proposed contractor performing the work.
2. 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.
3. The contractor is to ensure residents along the work site are always able to enter and exit their driveways.
4. The contractor is to ensure construction safety controls are established (signage, drums, police details, etc.) and are in accordance with the latest MUTCD standards.
5. Trenches are to be paved, or completely backfilled and compacted at the end of each work day in accordance with the road opening permit. Trenches are never to be left unattended.
6. Post construction loaming and seeding in unpaved areas is to be done in accordance with the 1995 MHD Standard Specifications sections 751 and 765.
7. National Grid shall coordinate with each homeowner along the work site, and be sure to obtain any private easements as necessary prior to work commencing.
8. It is the understanding of this department that the work proposed, as shown on the plans attached to the petition, does not require excavation within the newly paved portion of Farrington Lane. This newly paved section is a protected roadway and cannot be excavated except in emergency situations.

**Council Delano recused.**

**Suspension of the Rules requested-granted**

**ORDERED:** Be it ordained by the City Council that notwithstanding the authority granted to the City Council under paragraph B. 1. of §650-35, Hospitality And Recreation Mixed Use Overlay District (HRMUOD), of the City Code:

1. The City Council hereby delegates its authority for Site Plan Approval to the Site Plan Review Committee concerning the technical aspects of site plan review, for which the Site Plan Review Committee possesses professional expertise, for the application for Site Plan Approval by Walker Realty LLC for a mixed use development filed with the City Council on June 2, 2016 (the "Project"), for which site plan review shall proceed in accordance with §270-2 of the City Code;
2. The City Council shall retain authority over those aspects of Site Plan Approval for the Project which concern (i) the appearance of buildings and structures, (ii) signage, (iii) final landscaping design, and (iv) the appearance of retaining walls facing public ways;
3. That the Site Plan Review Committee is authorized to issue Site Plan Approvals for the Project in phases without requiring new applications from the developer of the Project and without postponing further site plan review of additional phases of the Project;
4. That upon request by the developer of the Project to the City Council, site plan review of the Project may be returned to the City Council's Urban Affairs Committee for further consideration and recommended orders to the City Council; and
5. The City Council shall retain its authority to vary dimensions and parking requirements for the Project as provided in paragraph B. 2. of said §650-35.

**APPROVED;** adopted.

**Suspension of the Rules requested-granted**

**ORDERED:** Be it ordained by the City Council that in accordance with § 650-35, Hospitality And Recreation Mixed Use Overlay District (HRMUOD), of the City Code and in accordance with Order No. 16-1006443, the City Council hereby approves of the following waivers for the application for Site Plan Approval by Walker Realty LLC (the "Application" by the "Applicant") for a mixed use development filed with the City Council on June 2, 2016 (the "Project") as shown on the plans entitled "Permit Site Plan" prepared by Hancock Associates, dated June 2, 2016 (the "Plans"), with said waivers to be incorporated into any phased or final Site Plan Approvals for the Project:

1. In accordance with § 650-35.G(7), a waiver of the requirement set forth in § 650-48.C(1) of the City Code that off-street parking facilities be provided on the same lot as the principal use they are required to serve, having found that based upon the Plans and other information submitted by the Applicant such waiver will enhance the overall design of the HRMUOD;

2. In accordance with § 650-35.G(7), a waiver of the requirement set forth in § 650-49.F(4) of the City Code that all proposed building lots must have frontage on an acceptable way as defined in M.G.L. c. 40 Section 81L, and each lot's frontage must also provide the possibility of independent practical access from the proposed structure or use to the way without using a common driveway, having found that based upon the Plans and other information submitted by the Applicant such waiver will enhance the overall design of the HRMUOD; and
3. In accordance with § 650-35.K(3), a waiver of the requirement set forth in § 650-24.F(8) of the City Code that requiring a fifty-foot no disturbance/buffer zone to a wetland within the Water Supply Protection District having found that based upon the Plans, information submitted by the Applicant, and the on-site and off-site protection measures near the water supply required by the Development Agreement between the Applicant and the City dated June \_\_\_\_, 2016, a similar or greater protection is provided to the water supply with a buffer less than fifty feet, provided that the Applicant (i) may not cause a temporary disturbance of more than 20% of the total area of the fifty-foot no disturbance/buffer zone located within the HRMUOD and (ii) may not create a permanent encroachment of impervious surface of more than 4.7% of the total area of the fifty-foot no disturbance/buffer zone located within the HRMUOD without a further modification from the City Council for any such increase in permanent encroachment of impervious area within the fifty-foot no disturbance/buffer zone above 4.7%. The issuance of this waiver does not obviate the need for further technical review of the Plans by the Site Plan Review Committee pursuant to the HRMUOD nor does it obviate the need for the issuance of an Order of Conditions from the City of Marlborough Conservation Commission for any proposed work within the wetland buffer area or riverfront.

**APPROVED;** adopted.

#### **Suspension of the Rules requested-granted**

**ORDERED:** Be it ordained by the City Council that in accordance with § 650-35, Hospitality And Recreation Mixed Use Overlay District (HRMUOD), of the City Code and in accordance with Order No. 16-1006443, the City Council hereby approves of the following aspects of the application for Site Plan Approval by Walker Realty LLC (the "Application" by the "Applicant") for a mixed use development filed with the City Council on June 2, 2016 (the "Project") as shown on the plans entitled "Permit Site Plan" prepared by Hancock Associates, dated June 2, 2016 (the "Plans"), with said approvals to be incorporated into any phased or final Site Plan Approvals for the Project:

1. General Building design, as shown on renderings submitted with the Application prepared by LK Architecture and dated March 22, 2016 (the "Renderings"), is approved subject to submission to the City Council of final elevations for architectural review of any building or group of buildings prior to issuance of a building permit so that in accordance with paragraph eight (8) of the Development Agreement, the City Council may ensure substantial conformity with the Renderings in all material respects and may verify that the proposed final elevations are consistent with the design scheme reflected in the Renderings;

2. Monument signage, as shown on the renderings submitted by the Applicant as part of the Master Concept Plan for the Project approved on June 6, 2016; and
3. General Design of the retaining wall to be located along Glen Street, as shown on the renderings submitted by the Applicant as part of the Master Concept Plan for the Project approved on June 6, 2016.

Further, the herein approvals by the City Council do not constitute modifications to, or waivers of, any and all terms or rights and duties of or under the Development Agreement.

**APPROVED;** adopted.

**ORDERED:** That the Communication from Assistant City Solicitor Panagore Griffin re: Hospitality and Recreation Mixed Use Overlay District (HRMUOD), Delegation of Site Plan Review, Waivers for Particular Matters and Limited Site Plan Approvals, in proper legal form, Order No. 16-1006443F, **FILE;** adopted.

**ORDERED:** That the Year-end transfer requests which moves funds from and to various accounts as noted on the attached spreadsheets which will cover expenses and balance accounts for FY16, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --										
DEPT:		Health and Licensing				FISCAL YEAR:		2016		
Available Balance		FROM ACCOUNT:				TO ACCOUNT:				
Amount	Org Code	Object	Account Description:		Amount	Org Code	Object	Account Description:		
\$4,136.98	\$1,050.00	15120004	53140	Contract Services	\$1,000.00	15120005	54220	Office Supplies/Expense		
	Reason:	Funds available.					Additional funds needed for mileage reimbursements and supplies			
					\$50.00	11650002	51050	License Board Secretary		
						Funds needed for remaining meetings				
	\$1,050.00	Total			\$1,050.00	Total				

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Department of Public Works		FROM ACCOUNT:			FISCAL YEAR: 2016		TO ACCOUNT:			Available Balance
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$12,397	\$5,970	60080001	50580	Assistant Chemist	\$9,180	60080006	55650	Sewer Maintenance	\$0	
	Reason:	Position vacant for a period of time.				Anticipated cost to cover remaining FY16.				
\$2,825	\$2,325	60080003	51440	Educational Incentives						
	Reason:	Position vacant for a period of time.								
\$1,085	\$885	60081003	51440	Educational Incentives						
	Reason:	Not used.								
\$60,073	\$40,918	61090001	50690	Foreman	\$40,918	61090006	55710	Water Maintenance	\$18,257	
	Reason:	Position Vacant.				Anticipated cost to cover remaining FY16.				
\$115,346	\$39,648	61090001	50740	Equipment Operators	\$39,648	61090003	51310	Overtime - Regular	\$147	
	Reason:	Vacant positions				Anticipated cost to cover remaining FY16.				
	\$89,746	Total			\$89,746	Total				

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Department of Public Works		FROM ACCOUNT:			FISCAL YEAR: #		TO ACCOUNT:			Available Balance
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$7,334.44	\$4,530	61090003	51470	Interim Foreman	\$4,530	61090006	55710	Water Maintenance	\$18,257	
	Reason:					Anticipated cost to cover remaining FY16.				
\$27,424.54	\$27,424	14001001	50630	Assistant Commissioner	\$27,424	11920006	52469	Repairs/Maintenance	\$149	
	Reason:	Vacant position				Anticipated cost to cover remaining FY 16				
\$22,499.34	\$22,499	14001002	50062	Finance Assistant	\$22,499	14001305	55310	Highway Construction	\$4,170	
	Reason:	Vacant position				Anticipated cost to cover remaining FY 16				
\$8,245.59	\$8,246	14001503	51430	Longevity	\$8,246	14001506	54640	Parks Maintenance	\$0	
	Reason:					Anticipated cost to cover remaining FY 16				
\$2,075.60	\$2,076	14001503	51440	Educational Incentive	\$2,076	14001506	54640	Parks Maintenance	\$0	
	Reason:					Anticipated cost to cover remaining FY 16				
	\$64,775	Total			\$64,775	Total				

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Department of Public Works		FROM ACCOUNT:				FISCAL YEAR:				TO ACCOUNT:	
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance		
\$10,025.91	\$10,026	14001503	51920	Sick Leave BB	\$10,026	14001504	53140	Contract services	\$0		
	Reason:							Anticipated cost to cover remaining FY 16			
\$98,618.19	\$7,000	14001503	50740	Equipment Operators	\$7,000	14001504	53140	Contract Services	\$0		
	Reason:			Vacant positions				Anticipated cost to cover remaining FY 16			
\$3,073.39	\$3,073	14001503	51940	Clothing Allowance	\$3,073	14001504	53140	Contract Services	\$0		
	Reason:			Vacant positions							
\$2,739.54	\$2,740	14001403	51920	Sick Leave BB	\$1,000	14001104	53150	Advertising	\$30		
	Reason:							Anticipated cost to cover remaining FY 16			
					\$1,740	14001104	53180	Prof/Tech services	\$3,446		
	Reason:							Anticipated cost to cover remaining FY 16			
	\$22,839	Total			\$22,839	Total					

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Department of Public Works		FROM ACCOUNT:				FISCAL YEAR:				TO ACCOUNT:	
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance		
\$72,012.35	\$72,000	14001406	54830	Fuel and lubricants	\$60,000	11920006	52120	Electricity	\$249,951		
	Reason:			Decrease in fuel costs				Anticipated cost to cover remaining FY 16			
					\$1,000	14001403	51470	Interim Foreman	\$0		
	Reason:							Anticipated cost to cover remaining FY 16			
					\$11,000	14001504	53140	Contract Services	\$0		
	Reason:							Anticipated cost to cover remaining FY 16			
	\$72,000	Total			\$72,000	Total					

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:		FIRE				FISCAL YEAR:		2016		
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$89,894.76	\$30,000.00	12200001	50335	Deputy Fire Chief	\$30,000.00	12200003	51300	Overtime	\$76,700.68	
	Reason:	Funds available due to unfilled positions					Balance may not be sufficient to complete FY16			
	\$30,000.00	Total			\$30,000.00	Total				

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:		Comptroller				FISCAL YEAR:		2016		
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$629,780.00	\$115,000.00	17520006	59254	Interest on BAN	\$5,000.00	11940006	51860	Widows Pension	\$12,439.30	
	Reason:	Excess due to lower than expected interest rate.				Reason:	Notification from Commonwealth of MA			
					\$25,000.00	11330006	53460	Postage	\$21,933.70	
	Reason:					Reason:	Voter Confirmation Mailing			
					\$60,000.00	11960006	51710	Workers Comp	\$0.00	
	Reason:					Reason:	Proposed settlements			
					\$25,000.00	11410006	53114	Appeal Tax Case	\$4,775.00	
	Reason:					Reason:	Appraisal for tax abatement issue			
	\$115,000.00	Total			\$115,000.00	Total				

**ORDERED:** That the transfer request in the amount of \$675,745.00 which moves funds from Undesignated to Overtime Snow & Ice, Snow Removal & Operating Expenses to fund the FY2016 Snow and Ice Deficit, **APPROVED;** adopted.

BUDGET TRANSFERS --										
DEPT:		DPW				FISCAL YEAR:		2016		
Available Balance		FROM ACCOUNT:				TO ACCOUNT:				Available Balance
Amount	Org Code	Object	Account Description:		Amount	Org Code	Object	Account Description:		
\$3,896,252.00	\$675,745.00	10000	35900	Undesignated Fund	\$98,745.00	14001203	51390	Overtime-Snow & Ice		-\$98,744.90
Reason:		To fund the snow & ice deficit for FY16								
					\$122,000.00	14001206	52960	Snow Removal		-\$119,837.47
Reason:										
					\$455,000.00	14001206	57040	Operating Expenses		-\$452,800.29
	\$675,745.00	Total			\$675,745.00	Total				

**ORDERED:** That the Economic Development Corporation transfer request in the amount of \$647,580.00 which moves funds from Economic Development to MEDC Funding accounts to fully fund the FY17 operations, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --										
DEPT:		Mayor				FISCAL YEAR:		2016		
Available Balance		FROM ACCOUNT:				TO ACCOUNT:				Available Balance
Amount	Org Code	Object	Account Description:		Amount	Org Code	Object	Account Description:		
\$1,006,920.08	\$647,580.00	27000099	42440	Economic Development	\$647,580.00	11740006	53950	MEDC Funding		\$0.00
Reason:		To allow the MEDC to continue it's work in promoting the economic development of the City for FY17								
	\$647,580.00	Total			\$647,580.00	Total				

**Councilor Oram opposed.**

**ORDERED:** That the Economic Development Corporation transfer request in the amount of \$75,000.00.00 which moves funds from Economic Development to MEDC Funding accounts to fund the Walker Building Feasibility Study, X15/16-1006380, **APPROVED;** adopted.

CITY OF MARLBOROUGH											
BUDGET TRANSFERS --											
DEPT:		Mayor				FISCAL YEAR:		2016			
Available Balance		FROM ACCOUNT:				TO ACCOUNT:				Available Balance	
Amount	Org Code	Object	Account Description:			Amount	Org Code	Object	Account Description:		
\$1,006,920.08	\$75,000.00	27000099	42440	Economic Development			\$75,000.00	11740006	53950	MEDC Funding	\$0.00
Reason:		Walker Building feasibility study									
\$75,000.00	Total				\$75,000.00	Total					

**ORDERED:** That the transfer request in the amount of \$62,400.00 which moves funds from Parks and Fields Capital to Interest on BAN to fund the City's interest payment obligations related to parks and recreation projects, **APPROVED;** adopted.

CITY OF MARLBOROUGH											
BUDGET TRANSFERS --											
DEPT:		Comptroller				FISCAL YEAR:		2016			
Available Balance		FROM ACCOUNT:				TO ACCOUNT:				Available Balance	
Amount	Org Code	Object	Account Description:			Amount	Org Code	Object	Account Description:		
\$1,485,405.84	\$62,400.00	27000099	42445	Parks & Fields Capital			\$62,400.00	17520006	59254	Interest on BAN	\$629,780.00
Reason:		Local options meals tax to be used for FY16 BAN payments associated with parks & fields.									
\$62,400.00	Total				\$62,400.00	Total					

ORDERED:

**Public Safety Revolving Fund**

That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does, to be effective during fiscal year 2017, re-authorize a revolving fund to be utilized by the Mayor. It is further ordered that:

- (a) receipts credited to the fund shall be limited to an emergency dispatch fee due the City pursuant to its contract with Patriot Ambulance, unless otherwise directed by the General Laws; and
- (b) expenditures from said fund shall be limited to public safety training; and
- (c) the Mayor shall be the only officer authorized to approve expenditures from the same; and
- (d) no more than fifty thousand dollars shall be expended during fiscal year 2017, unless otherwise authorized by City Council and Mayor; and
- (e) the Mayor shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and
- (f) no provisions of this order shall be changed unless approved by the Mayor and City Council.

**APPROVED;** adopted.

ORDERED:

**Council on Aging Revolving Fund**

That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does, to be effective during fiscal year 2017, authorize a revolving fund to be utilized by the Council on Aging. It is further ordered that:

- (a) receipts credited to the fund shall be limited to donations to the Council on Aging/Senior Center; and
- (b) expenditures from said fund shall be limited to Council on Aging/Senior Center programming; and
- (c) the Executive Director of the Council on Aging shall be the only officer authorized to approve expenditures from the same; and
- (d) no more than forty thousand dollars (\$40,000.00) shall be expended during Fiscal Year 2017, unless otherwise authorized by the City Council and Mayor; and
- (e) the Executive Director of the Council on Aging shall prepare a year-end report identifying funds received, funds expended, description of expenditures, and year-end balance; and
- (f) the provisions of this order shall not be changed unless approved by the Mayor and City Council.

**APPROVED;** adopted.

ORDERED:

**Parks and Recreation Revolving Fund**

That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does hereby authorize a revolving fund during fiscal year 2017 for park and recreational facility maintenance and improvement purposes to be administered through the Department of Public Works. It is further ordered that:

(a) departmental receipts credited to the fund, unless otherwise directed by the General Laws, shall be limited to: 1) payments, fees and/or rental income due the City from owners of antennae and related telecommunications equipment located or co-located at the wireless communications facility situated on property under the care, custody, management and control of the Department of Public Works at the Easterly Wastewater Treatment Plant at 860 Boston Post Road in Marlborough or any land adjacent thereto; and 2) lease payments and fees due the City from owners of antennae and related telecommunications equipment located on Fairmount Hill; Sligo Hill and

(b) that expenditures from said fund shall be limited to the maintenance and improvement of municipal parks and municipal recreational facilities; and

(c) that the Commissioner of Public Works shall be the only officer authorized to approve expenditures from the fund; and

(d) no more than one hundred thousand dollars (\$100,000) shall be expended during Fiscal Year 2017, unless otherwise authorized by the City Council and Mayor; and

(e) the Commissioner of Public Works shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and

(f) no provisions of this order shall be changed unless approved by the Mayor and City Council.

**APPROVED;** adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:18 PM.



# IN CITY COUNCIL

Marlborough, Mass., JUNE 20, 2016

**ORDERED:**

That there being no objection thereto set **MONDAY, JULY 25, 2016** as **DATE FOR PUBLIC HEARING** On the Petition of Comcast to excavate and place 1-3" Schedule 40 PVC conduit across the alley-way that connects Main St. and Weed St. between buildings #200 Main St. and #194 Main St. Starting at the existing Comcast hand hole, excavate and place conduit in a westerly direction toward the rear of #200 Main St. for a distance of 21'+/-, be and is herewith refer to **PUBLIC SERVICES COMMITTEE.**

**ADOPTED**

**ORDER NO. 16-1006609**



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 JUL 21 A 11:38

*City of Marlborough*  
*Office of the Mayor*

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

**Re: Acceptance of the Provisions of Municipal Health Reform**

Honorable President Clancy and Councilors:

I have submitted for your review and approval an order to accept the provisions of municipal health reform. Municipal health reform signed into law by Governor Deval Patrick allows municipalities to join the Group Insurance Commission ("GIC") or make plan design changes to achieve savings on health insurance plans. Combined, plan design changes such as restructured copays and deductibles and the creation of tiered plans would prevent the large premium increases we have seen in recent years.

For the last three years, health insurance premiums have increased by 6 percent, 8 percent, and 6 percent. It is necessary to examine other options for controlling the City's health insurance costs.

Although efforts have been made through collective bargaining to achieve more flexibility across our plans to reduce the drastic premium increases we have faced, adopting the provisions of municipal health reform will give us another tool in developing and designing plans. These plans will provide excellent coverage to employees and retirees while also reducing the inordinate pressure that health care insurance is projected to place on our budget over the long term.

Accepting the provisions of municipal health reform only means that the City is able to embark on the process to revamp our health insurance plans if we so choose. No changes will be made to health insurance plans for the current fiscal year, or next year and up to 25 percent of any savings generated in the first year must be shared with the City's bargaining units through a mitigation agreement.

Additionally, I have no intention of moving the City to the GIC and accepting these provisions does not allow the City to change the 70/30 percent payment of premiums – any change to premium contribution percentage must be negotiated in an entirely separate process.

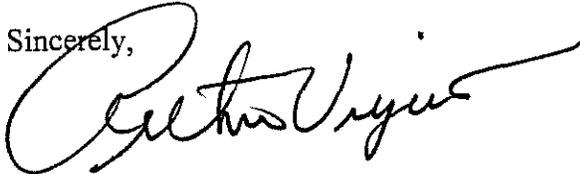
I have attached a 2014 report by the Massachusetts Municipal Association which shows that municipalities only rarely join the GIC, but have used the provisions of the reform to achieve satisfactory savings. These savings totaled \$247 million for 257 local governments during the first three years after this new statute was signed into law.

I have attached to this communication a draft order that was prepared by our labor counsel and also reviewed by the Legal Department. I have also attached a letter I sent to all bargaining units in February 2015 in which I asked for their participation in working together to prevent another premium increase. Few responded and those that did refused to consider any alternatives other than an 8 percent increase to the premiums.

Although we will not be taking the next step of analyzing and drafting new insurance plans this year, I ask that you approve this order at the July 25, 2016 City Council meeting in order to assist in stabilizing the City's health insurance costs in the future.

I look forward to discussing this with you further and will be available to answer any questions you may have at the City Council meeting. If you do have any questions or concerns in the meantime, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur Vigeant". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

**Arthur G. Vigeant**  
**Mayor**

Enclosure

**ORDERED:**

That the City Council of the City of Marlborough hereby elects to engage in the process to change health insurance benefits under Massachusetts General Laws, Chapter 32B, Sections 21 through 23, as amended.

ADOPTED

In City Council

Order No. 16-

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:



# City of Marlborough

## Office of the Mayor

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

### SENT VIA EMAIL

February 18, 2015

Steven Senato (DPW Engineers Local 176)  
Michael Volpe (DPW Laborers MPWEOA)  
Robert Jusseaume (Command MASSCOP Local 366)  
John Manning (Patrol Officers NEPBA Local 81)  
Bethany Pritchard (MPS Administrators)  
George Leoleis (MPS Custodians)  
Kim Bolieau (Cafeteria Workers)

Michael Urato (DPW Foremen Local 888)  
William Taylor (Firefighters Local 1714, IAFF)  
Christine Monfalcone (MMEA)  
Rupal Patel (Marlborough Educators Association)  
Grace Cintron (MPS Administrative Support)  
Tracey Wright (MPS Teaching Assistants)  
Shirley Cox (Library and Media)

Dear Presidents,

It is the time of the year for the City to renew our health plans. Unfortunately, large increases in prescription costs and claim volume have us staring down a notable rate increase for FY2016. There are several options for the rate increases and, as union presidents, I am requesting your input.

The attached document summarizes our current employee costs and breaks down employee costs for the three plan choices we have. The first column (Current), reflects the current employee costs. The second column, "Option A" (Renew Plan as is with flat 8% increase) shows the employee cost with an 8% increase for all employees. The third column, "Option B" (High Plan 5% Increase), shows what employee costs would look like with a 5% rate increase and upward adjustments on co-pays, emergency room visits, prescriptions, etc. The last column, "Option C" (Low Plan 2.5% Increase), represents what employees costs would look like with a 2.5% rate increase and increases in co-pays, emergency room visits, prescriptions, etc.

Without an agreement to change to Option B or Option C, the 8% rate increase will go into effect. However, in the spirit of cooperation, I would like to offer you the two other options that may be preferable to your membership. In order for the High Plan or the Low Plan to be implemented by the City, however, the unions must unanimously agree to one of the two plans.

You are invited to attend a meeting of the Insurance Advisory Committee (IAC) that will take place this **Wednesday, February 25 at 10:00 a.m. in Memorial Hall**. In the meantime, please feel free to contact my office or the Personnel Office with any questions. I am hoping that a consensus can be reached by Union (and retiree) representatives as part of the IAC process. In any event, since we will need to make a decision on plan design no later than March 18<sup>th</sup> for the purposes of putting together our FY2016 budget proposal, I respectfully request the feedback of your bargaining unit, in writing, by March 16<sup>th</sup>. Thank you for your assistance.

Sincerely,

**Arthur G. Vigeant**  
Mayor

## Update on Municipal Health Reform Savings

### Municipal Health Insurance Reform FY12 – FY14 to date

The successful implementation of municipal health care reform has achieved real results and substantial savings for cities and towns across Massachusetts to help preserve essential local government jobs and services. This reform is one of the most significant measures to assist cities and towns in the past 30 years.

On July 12, 2011, Governor Patrick signed municipal health care reform legislation that is providing significant and immediate savings to cities and towns, while preserving a meaningful role for employee unions in the process and protecting health care quality for retirees and municipal employees.

Local governments now have the choice of using a new, expedited process under the reform legislation to implement changes to existing local health care plan design or join the state's health insurance pool, the Group Insurance Commission (GIC). Local governments are required to share no more than 25 percent of first-year savings with employees ("mitigation").

The reform process review panel closure mechanism has only been needed in one instance (Falmouth) since the reform was first used.

- All other local government entities and their employees reached agreement during the reform's 30-day negotiation phase.

Since the new reform was made law, an additional 22 cities, towns and school districts agreed to join the GIC.

- The GIC now has over 65,000 municipal subscribers, triggering the addition of a second municipal representative and an additional labor representative to the Commission.

### Total Savings

- **Municipal Health Reform has far surpassed the original first-year savings estimate of \$100 million statewide.**
- **\$247 million in savings achieved by 257 local governments (60 percent) who negotiated health insurance changes in the past three years.**

Since Governor Patrick proposed municipal health reform in January 2011, 257 municipalities and regional school districts came to agreements with employees, either by using the new reform process or negotiating outside of the reform. The \$247 million in health insurance changes reduced premiums for both local government employers and employees.

- 91 municipalities and school districts **used the reform process** to address health care costs, saving \$95 million in total premium costs.

- 166 municipalities and school districts achieved more than \$152 million in savings **through traditional bargaining inspired by the reform.**

#### Potential for nearly \$2.8B in cumulative savings by FY2022

According to the Massachusetts Taxpayers Foundation, this reform could produce as much as \$2.8 billion in cumulative savings over 10 years if implemented by all communities and school districts. Based on savings achieved to date, Local governments are on target to achieve \$2.8 billion in health care cost savings over 10 years.

### **Fiscal Year 2012: First Year of Reform**

#### **203 entities take action in FY12 for \$206 million in savings**

81 municipalities and school districts completed the reform process; \$69 million in total premium savings for employers and employees.

- 74 implemented changes to their local plan offerings.
- 7 joined the GIC.

In addition, 122 municipalities and school districts used the new law as leverage to agree with local unions on health insurance changes without actually using the reform, yielding \$137 million in total premium savings for employers and employees in the first year of the agreements.

- 114 made changes to their local plan offerings or contribution rates.
- 8 joined the GIC.

See Appendix A for FY12 activity and savings reported by municipalities and regional school districts.

### **Fiscal Year 2013: Second Year of Reform**

#### **Activity continued in FY13: \$23 million in savings for 51 local government entities**

7 municipalities and school districts completed the reform process; \$8 million in premium savings for employers and employees.

- 5 implemented changes to their local plan offerings.
- 2 joined the GIC.

In addition, 44 municipalities and school districts reached agreement through traditional bargaining inspired by the reform, achieving \$15 million in first year savings.

- 42 made changes to their local plan offerings or contribution rates.
- 2 joined the GIC.

See Appendix B for FY13 activity and savings reported by municipalities and regional school districts.

## **Fiscal Year 2014: Third Year of Reform**

**9 municipalities completed the reform process in FY14 for \$18 million in first year savings.**

- 6 implemented changes to their local plan offerings.
- 3 joined the GIC.

Reports from local governments who did not use the reform in fiscal year 2014 are due by June 30<sup>th</sup>. Local governments who made changes to health care options through traditional bargaining outside the reform report the changes made and savings achieved. Local governments who did not take any action on health insurance in fiscal year 2014 report potential savings had they used the reform to the greatest extent possible.

See Appendix C for FY14 year-to-date reform activity and savings.

*NOTE: Data for this report was self-reported by local governments and has not been independently verified.*

## APPENDIX A

**FY12 savings achieved through use of reform process** to make changes to local plan design (Local) or join GIC (GIC):

ABINGTON	Local	\$450,000
ACUSHNET	Local	\$190,000
ANDOVER	Local	\$1,070,000
ARLINGTON	GIC	\$3,780,000
BARNSTABLE	Local	\$1,620,000
BEDFORD	GIC	\$2,060,000
BELMONT	Local	\$470,000
BEVERLY	Local	\$1,600,000
BILLERICA	Local	TBD
BOXBOROUGH	Local	\$160,000
BREWSTER	Local	\$410,000
CANTON	Local	\$1,340,000
CHATHAM	Local	\$360,000
CHELMSFORD	Local	\$2,380,000
CLINTON	Local	\$380,000
DEDHAM	Local	\$2,840,000
DENNIS	Local	\$380,000
DUXBURY	Local	\$670,000
EAST LONGMEADOW	Local	\$430,000
EASTHAM	Local	\$280,000
EDGARTOWN	Local	\$410,000
FAIRHAVEN	Local	\$540,000
FALL RIVER	Local	\$3,710,000
FALMOUTH	Local	\$1,870,000
FRAMINGHAM	Local	\$2,950,000
GARDNER	Local	\$830,000
AQUINNAH	Local	\$30,000
HARWICH	Local	\$560,000
HAVERHILL	Local	\$2,670,000
HINGHAM	Local	\$770,000
HOLDEN	GIC	\$580,000
HOLLISTON	Local	\$1,470,000
LANESBOROUGH	Local	\$130,000
LITTLETON	Local	\$310,000
LONGMEADOW	Local	\$490,000
MARSHFIELD	Local	\$750,000
MASHPEE	Local	\$940,000
MIDDLEBOROUGH	Local	\$1,270,000
MILFORD	Local	\$1,490,000
NANTUCKET	Local	\$1,100,000

NORWELL	Local	\$280,000
OAK BLUFFS	Local	\$330,000
ORANGE	GIC	TBD
ORLEANS	Local	\$400,000
PLYMOUTH	Local	\$3,500,000
PROVINCETOWN	Local	\$350,000
RAYNHAM	Local	\$140,000
ROCKLAND	Local	\$650,000
SALEM	GIC	\$1,880,000
SANDWICH	Local	\$1,320,000
SCITUATE	Local	\$300,000
SHARON	Local	\$650,000
SHEFFIELD	Local	\$30,000
SUDBURY	GIC	\$1,290,000
TISBURY	Local	\$370,000
TRURO	Local	\$190,000
TYNGSBOROUGH	Local	\$560,000
WAKEFIELD	GIC	\$4,410,000
WEBSTER	Local	\$610,000
WESTFIELD	Local	\$1,270,000
WESTFORD	Local	\$230,000
WILBRAHAM	Local	\$100,000
WILLIAMSTOWN	Local	\$170,000
YARMOUTH	Local	\$480,000
ADAMS CHESHIRE	Local	\$362,000
CAPE COD TECH	Local	\$250,000
CENTRAL BERKSHIRE	Local	\$752,000
DENNIS YARMOUTH	Local	\$101,000
FREETOWN LAKEVILLE	Local	\$462,000
HAMPDEN WILBRAHAM	Local	\$354,000
MARTHAS VINEYARD	Local	\$358,000
MASCONOMET	Local	\$570,000
NARRAGANSETT	Local	\$205,000
NAUSET	Local	\$579,000
NORTH MIDDLESEX	Local	\$48,000
NORTHERN BERKSHIRE	Local	\$137,000
RALPH C MAHAR RSD	Local	\$221,000
SOUTH SHORE	Local	\$118,000
SOUTHERN BERKSHIRE	Local	\$214,000
SOUTHWICK TOLLAND	Local	\$411,000
UPISLAND	Local	\$168,000

**FY12 reported savings achieved through negotiations outside the reform process to make changes to local plan design (Local) or join GIC (GIC):**

ACTON	Local	\$801,000
AGAWAM	Local	\$591,000
ALFORD	Local	\$1,000
AMESBURY	Local	\$1,182,000
AMHERST	Local	\$151,000
ASHLAND	Local	\$1,561,000
ATHOL	Local	\$157,000
AVON	Local	\$175,000
AYER	Local	\$225,000
BELLINGHAM	Local	\$36,000
BERLIN	Local	\$28,000
BOLTON	Local	\$32,000
BOSTON	Local	\$17,510,000
BOURNE	Local	\$778,000
BOYLSTON	Local	\$66,000
BRIDGEWATER	Local	\$122,000
CARLISLE	Local	\$109,000
CHELSEA	Local	\$1,405,000
CHICOPEE	Local	\$2,000,000
CONCORD	Local	\$673,000
DANVERS	Local	\$472,000
DOVER	Local	\$243,000
DRACUT	Local	\$1,017,000
DUDLEY	Local	\$22,000
EAST BRIDGEWATER	Local	\$477,000
FITCHBURG	Local	\$1,190,000
FOXBOROUGH	Local	\$408,000
FRANKLIN	Local	\$358,000
GREAT BARRINGTON	Local	\$107,000
GREENFIELD	Local	\$910,000
HOLLAND	Local	\$68,000
HULL	Local	\$178,000
LAKEVILLE	Local	\$84,000
LEOMINSTER	Local	\$1,977,000
LEXINGTON	GIC	\$4,481,000
LINCOLN	Local	\$320,000
LOWELL	GIC	\$11,759,000
LYNN	Local	\$4,270,000
LYNNFIELD	GIC	\$1,800,000

MALDEN	Local	\$1,452,000
MANCHESTER	Local	\$167,000
MANSFIELD	Local	\$437,000
MATTAPOISETT	Local	\$133,000
MEDFORD	GIC	\$5,250,000
MEDWAY	Local	\$542,000
MERRIMAC	Local	\$21,000
MIDDLETON	Local	\$198,000
MILTON	Local	\$1,052,000
MONSON	GIC	\$835,000
NATICK	Local	\$2,954,000
NEEDHAM	Local	\$1,500,000
NEWBURY	Local	\$52,000
NEWBURYPORT	Local	\$157,000
NEWTON	Local	\$9,000,000
NORFOLK	Local	\$107,000
NORTH ATTLEBOROUGH	Local	\$825,000
NORTH BROOKFIELD	Local	\$221,000
NORTH READING	Local	\$559,000
OTIS	Local	\$21,000
OXFORD	Local	\$392,000
PALMER	Local	\$219,000
PEABODY	GIC	\$2,022,000
PELHAM	Local	\$7,000
PEPPERELL	Local	\$86,000
PLAINVILLE	Local	\$117,000
REVERE	Local	\$1,998,000
ROWLEY	Local	\$41,000
RUTLAND	Local	\$29,000
SEEKONK	Local	\$427,000
SHERBORN	Local	\$243,000
SOMERVILLE	GIC	\$9,300,000
SOUTHBRIDGE	Local	\$287,000
SPENCER	Local	\$36,000
STERLING	Local	\$43,000
STOCKBRIDGE	Local	\$26,000
STOUGHTON	Local	\$370,000
TAUNTON	Local	\$3,266,000
TEWKSBURY	Local	\$526,000
TYRINGHAM	Local	\$18,000
UPTON	Local	\$49,000
UXBRIDGE	Local	\$335,000
WALES	Local	\$27,000

WALPOLE	Local	\$575,000
WARE	Local	\$206,000
WAYLAND	Local	\$892,000
WEST BOYLSTON	Local	\$215,000
WEST SPRINGFIELD	Local	\$708,000
WEST TISBURY	Local	\$66,000
WESTWOOD	Local	\$205,000
WILMINGTON	Local	\$619,000
WORCESTER	Local	\$22,500,000
WRENTHAM	Local	\$752,000
ACTON BOXBOROUGH	Local	\$429,000
CONCORD CARLISLE	Local	\$214,000
SOUTH MIDDLESEX	Local	\$262,000
NORTH SHORE	Local	\$46,000
NASHOBA VALLEY	Local	\$289,000
GREATER LOWELL	Local	\$74,000
UPPER CAPE COD	Local	\$207,000
AMHERST PELHAM	Local	\$90,000
AYER SHIRLEY	Local	\$233,000
BRIDGEWATER RAYNHAM	Local	\$1,000,000
LINCOLN SUDBURY	Local	\$279,000
MONTACHUSETT	Local	\$393,000
NORTHBORO SOUTHBORO	Local	\$174,000
TANTASQUA	Local	\$2,747,000
SOUTHERN WORCESTER	Local	\$206,000
ASSABET VALLEY	Local	\$230,000
TRI COUNTY	Local	\$87,000
GREATER FALL RIVER	Local	\$473,000

## APPENDIX B: Fiscal Year 2013 Savings

**FY13 savings achieved through use of reform process** to make changes to local plan design (Local) or join GIC (GIC):

CARVER	Local	\$320,959
DARTMOUTH	Local	\$538,882
FOXBOROUGH	Local	\$1,343,544
NORTH ANDOVER	GIC	\$3,589,559
NORTHAMPTON	GIC	\$1,558,000
KING PHILIP	Local	\$528,768
PATHFINDER	Local	TBD

**FY13 reported savings achieved through negotiations outside the reform process** to make changes to local plan design (Local) or join GIC (GIC):

AGAWAM	Local	\$289,186
AMHERST	Local	\$1,532,644
AUBURN	Local	\$43,746
BERKLEY	Local	\$12,470
BRIMFIELD	Local	\$61,694
BROCKTON	Local	\$6,700,000
CAMBRIDGE	Local	NR
DIGHTON	Local	\$1,247
DUNSTABLE	Local	NR
EAST BRIDGEWATER	GIC	\$159,307
EASTON	Local	\$89,163
ESSEX	Local	NR
GLOUCESTER	GIC	\$700,000
HALIFAX	Local	\$107,655
HANSON	Local	\$26,196
HOLLAND	Local	\$18,563
KINGSTON	Local	\$35,496
LUNENBURG	Local	\$257,028
MANSFIELD	Local	\$44,893
MILLBURY	Local	\$215,713
NEEDHAM	Local	\$334,500
NORTH ATTLEBOROUGH	Local	\$96,646
NORTON	Local	\$49,590
PALMER	Local	\$150,067
PELHAM	Local	\$83,933
PLYMPTON	Local	\$6,264

ROWLEY	Local	\$22,000
SEEKONK	Local	\$166,480
SHREWSBURY	Local	NR
SOUTHBRIDGE	Local	\$17,749
SUTTON	Local	\$124,513
WAREHAM	Local	\$451,015
WEST BOYLSTON	Local	\$215,438
WEST BRIDGEWATER	Local	\$24,708
WESTMINSTER	Local	\$36,714
WESTPORT	Local	\$71,992
WHITMAN	Local	\$105,876
AMHERST PELHAM	Local	\$961,558
DIGHTON REHOBOTH	Local	\$575,425
DUDLEY CHARLTON	Local	\$449,753
OLD ROCHESTER	Local	NR
TRI COUNTY	Local	NR
TRITON	Local	\$584,122
WHITMAN HANSON	Local	\$29,928

## APPENDIX C: Fiscal Year 2014

**FY14 year-to-date savings achieved through use of reform process to make changes to local plan design (Local) or join GIC (GIC):**

BOXFORD	Local	\$213,201
CHELMSFORD	Local	TBD
EAST BRIDGEWATER	GIC	\$823,546
FAIRHAVEN	Local	\$291,653
FALL RIVER	Local	\$8,394,531
FRAMINGHAM	GIC	\$3,556,743
HAVERHILL	Local	\$3,796,000
MIDDLEBOROUGH	GIC	\$1,166,375
MILFORD	Local	\$468,883



# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

2016 JUL 21 A 11:38

140 Main Street

Marlborough, Massachusetts 01752

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

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

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

### Re: Applications for 43D Priority Development Sites

Honorable President Clancy and Councilors:

I have submitted for your approval an application to the Massachusetts Permit Regulatory Office to designate a number of Marlborough properties on Boston Post Road West and 397 Williams Street as Priority Development Sites.

Enacted in 2006, Chapter 43D Local Expedited Permitting enables communities to designate applicable properties as Priority Development Sites which offers a maximum of 180 days for the local permitting process. Several locations in Marlborough already enjoy the benefits of being a 43D site, such as access to additional grants and incentives.

I am proposing to include the following additional properties under Chapter 43D Permitting: 44 to 298 Boston Post Road West and 397 Williams Street. Submitting these locations as 43D Sites will allow us to target these areas, through a streamlined local permitting process, specifically for economic development. The City will be submitting an application for a MassWorks grant for the area in the vicinity of the Boston Post Road West parcels and it is important to categorize these parcels as priority development sites prior to that application process.

The Marlborough locations that were previously approved as 43D sites still enjoy this designation, but I believe it prudent to update the inventory on a regular basis.

The enclosed application contains a full list of the parcels, including detailed maps. Thank you for your consideration and please do not hesitate to contact me with any questions or concerns.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

# INTERAGENCY PERMITTING BOARD

## CHAPTER 43D APPLICATION

### PART I: MUNICIPAL APPLICANT

**Municipality:** City of Marlborough, Massachusetts

**Date:** July 14, 2016

**Name of Individual who prepared this application:** Meredith Harris

Chapter 43D requires that a single person be designated to serve as the municipal point of contact on Priority Development Sites. The individual must be a municipal employee or an employee of a quasi-municipal agency who will be charged with responding to inquiries about the site, providing and accepting permit applications, communicating decisions to applicants, etc. It is recommended that the designated Point of Contact be a staff member and not an elected official.

**Point of Contact, as designated by the governing body:**

**Name:** Meredith Harris

**Title:** Director of Operations, Marlborough Economic Development Corporation

**Address:** 91 Main Street, Suite 204, Marlborough, MA 01752

**Telephone:** 508-229-2010      **Fax:** 508-229-1729

**Email:** mharris@marlboroughedc.com

**Please check the box corresponding to the Technical Resource Providers that assisted you with this program:**

- Regional Planning Agency       MassDevelopment  
 Mass Office of Business Development       Mass Alliance for Economic Development  
 Permit Regulatory Office (EOHED)

Chapter 43D requires a majority vote of the local governing body for each Priority Development Site being submitted by the municipality. Applications must be accompanied by a true attest certified copy of the municipal vote – stamped by Clerk.

**Please identify the body that approved the submission of this application:**

- City Council       Town Meeting  
 Town Council       Other:

**I hereby certify under the pains and penalties of perjury that the answers submitted in this application and the documentation submitted in support are accurate and complete.**

**Name:** Meredith Harris      **Date:** July 14, 2016

**Signature:** Meredith Harris

**Title:** Director of Operations, Marlborough Economic Development Corporation

**Signature of Clerk:** \_\_\_\_\_ **Date:** \_\_\_\_\_

*For Internal Use Only*

Received by: \_\_\_\_\_ Date: \_\_\_\_\_

<input type="checkbox"/> Municipal Contact Information	<input type="checkbox"/> Certified Vote	<input type="checkbox"/> Land Owner Signatures
<input type="checkbox"/> Grant Application	<input type="checkbox"/> Electronic Copy Received	<input type="checkbox"/> Self-Assessment Checklist
<input type="checkbox"/> Required Maps	<input type="checkbox"/> Maps sent to EEA	IPB Meeting:

**PART II: PRIORITY DEVELOPMENT SITE (PDS)**

Submit a separate Part II for each Priority Development Site.

**Site Location** (including street address and map and parcel numbers):

Address: Boston Post Road West

Map-Parcel:	78-1	78-15A
	78-1A	78-16
	78-2A	78-23
	78-11C	78-38
	78-12	78-39
	78-14	89-77
	78-14A	

**Please list any abutting communities to PDS:** NONE

**Have these communities been notified of your proposal?**  Yes  No

**Number of parcels in your proposed site:** 13 **Total Acreage of PDS:** 108.23 acres

**Ownership:**  Private  Public

**Is the site eligible under current zoning for the construction or redevelopment of at least 50,000 sq feet of commercial, housing or industrial space?**  Yes  No

Chapter 43D requires a PDS to be zoned for commercial, industrial, mixed-use development or housing. If PDS represents a combination of zoning, please explain. Please check all of the following boxes that apply to the PDS, including the means by which a proponent may permit on this site (i.e. special permit?).

**PDS Zoning:**

By-right     Special Permit     Site Plan Review  
 Commercial     Industrial     Residential     Mixed Use

**After reviewing the definitions set forth in 400 CMR 2.00 respond to the following questions:**

**1. Is the site located within .5 miles of existing development?**  Yes  No

Locations within or adjacent to existing development are preferred such as downtowns or village centers with a diverse mix of civic/cultural, residential, service, business, and other uses; municipal services (school, library, fire, police, city/town hall, parks, etc.); and/or a available labor.

Explanation: The Boston Post Road West Priority Development Site includes an existing retail plaza and mixed use development parcel and abuts a residential district and an office park.

**2. Is the site served by existing infrastructure? If not, how far must service be extended?**

Locations with existing utility service – gas, electric, telecommunications, etc. – as well as water & wastewater systems with sufficient water supply/treatment capacity and pipe condition/capacity adequate to deliver fresh water and remove wastewater are preferred.

Water                       Sewer                       Utilities

Explanation: Much of the Boston Post Road West Priority Development site is already served by sewer and water, however utilities will be extended to 180 Boston Post Road, Parcel 78-14, to enable 475,000 sq ft of new mixed use growth as permitted by the City.

**3. Is the site located close to appropriate transportation facilities, including transit?**

Locations served by adequate transit (within .5 miles of a bus stop, subway, train, or ferry stop), close to existing major transportation and freight routes—e.g. existing highway interchanges, heavily developed commercial corridors, rail lines, etc., and accessible by bike or on foot are preferred.

Transit                       Access Roads                       Pedestrian/Bike Access

Explanation: The site is within 0.5 mile from the Metrowest Regional Transit Authority bus stop on Route 7C and within 0.5 mile of the interchange with Route 495. Boston Post Road is also State Route 20 which is classified by MassDOT as a principal arterial roadway. Pedestrian and bike access is availabl, but limited.

**4. Does the site include underutilized buildings or facilities?**     Yes             No

Previously developed brownfield or greyfield sites & buildings - abandoned or underutilized shopping centers, institutions, big-box stores, mills or industrial sites, former military bases, etc. - are preferred locations.

Explanation: The northern half of the proposed PDS includes an existing shopping plaza, hotels, conference center and other retail uses. The City seeks to attract reinvestment to this retail plaza. The southern half of the site includes limited retail uses and the City is working with a developer to provide amenities for the surrounding neighborhood and office park, and add new office space.

**5. Will sensitive or rare natural resources on or near the site be impacted?**

Yes             No

Sites that are flat, dry, and otherwise suitable for development (no sensitive natural resources; not identified as a conservation priority for habitat, water supply, agriculture, or other purpose) are preferred.

**6. Has the municipality applied for or received other state grants for this site? Does the municipality anticipate applying for additional state funding?**

**If yes, please identify the program(s), dates applied for and/or received, and describe the project(s):**

The City will apply for a 2016 MassWorks Infrastructure Fund grant to create enhanced pedestrian access to this PDS site and to unlock mixed use development at the southern half of the site.

**Total Potential Build-Out of PDS:** 1,609,500 sq ft

**Is there a project proposal before the town for this site?**             Yes             No

**If yes, briefly describe the project below:**

There is a mixed use development proposal pending for the southern portion of the PDS that will introduce 475,000 sq ft of new retail, office and hotel development to the area. The project will

make pedestrian and bike connections between both sides of the PDS, enhance pedestrian and bike access to the PDS and the surrounding residential neighborhoods on Glen and Ames Streets, and the existing industrial park.

---

**PART III: PROPERTY OWNER'S PERMISSION**

Chapter 43D requires that 100% of property owners endorse this application for PDS designation. Identify every parcel included in the PDS by map and parcel number. Use Attachment A if additional space is required.

**I hereby certify under the pains and penalties of perjury that I am the legal owner of the property outlined herein and I approve the inclusion of my property in the proposed Priority Development Site nominated herein.**

Parcel: 78-1

Signature of legal owner: *[Handwritten Signature]* - 1166 Royal Plaza  
Rutherford, NJ 07070, LLC

Parcel: \_\_\_\_\_

Signature of legal owner: \_\_\_\_\_

**PART III: PROPERTY OWNER'S PERMISSION**

Chapter 43D requires that 100% of property owners endorse this application for PDS designation. Identify every parcel included in the PDS by map and parcel number. Use Attachment A if additional space is required.

**I hereby certify under the pains and penalties of perjury that I am the legal owner of the property outlined herein and I approve the inclusion of my property in the proposed Priority Development Site nominated herein.**

Parcel: 78-1A-1

Signature of legal owner: \_\_\_\_\_  


Parcel: 78-1A-2

Signature of legal owner: \_\_\_\_\_  


Parcel: 78-15A

Signature of legal owner: \_\_\_\_\_  


Parcel: 78-16

Signature of legal owner: \_\_\_\_\_  


Parcel: \_\_\_\_\_

Signature of legal owner: \_\_\_\_\_

Parcel: \_\_\_\_\_

**PART III: PROPERTY OWNER'S PERMISSION**

Chapter 43D requires that 100% of property owners endorse this application for PDS designation. Identify every parcel included in the PDS by map and parcel number. Use Attachment A if additional space is required.

**I hereby certify under the pains and penalties of perjury that I am the legal owner of the property outlined herein and I approve the inclusion of my property in the proposed Priority Development Site nominated herein.**

Parcel: 78-2A

Signature of legal owner: 

Parcel: \_\_\_\_\_

Signature of legal owner: \_\_\_\_\_

**PART III: PROPERTY OWNER'S PERMISSION**

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**I hereby certify under the pains and penalties of perjury that I am the legal owner of the property outlined herein and I approve the inclusion of my property in the proposed Priority Development Site nominated herein.**

Parcel: 78-11C \_\_\_\_\_

Signature of legal owner:  \_\_\_\_\_

Parcel: \_\_\_\_\_

Signature of legal owner: \_\_\_\_\_

**PART III: PROPERTY OWNER'S PERMISSION**

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**I hereby certify under the pains and penalties of perjury that I am the legal owner of the property outlined herein and I approve the inclusion of my property in the proposed Priority Development Site nominated herein.**

Parcel: 78-12

Signature of legal owner: \_\_\_\_\_

Parcel: 78-14

Signature of legal owner: \_\_\_\_\_

Parcel: 78-38

Signature of legal owner: \_\_\_\_\_

Parcel: 78-39

Signature of legal owner: \_\_\_\_\_

Parcel: 89-77

Signature of legal owner: \_\_\_\_\_

Parcel: \_\_\_\_\_

Signature of legal owner: \_\_\_\_\_

**PART III: PROPERTY OWNER'S PERMISSION**

Chapter 43D requires that 100% of property owners endorse this application for PDS designation. Identify every parcel included in the PDS by map and parcel number. Use Attachment A if additional space is required.

**I hereby certify under the pains and penalties of perjury that I am the legal owner of the property outlined herein and I approve the inclusion of my property in the proposed Priority Development Site nominated herein.**

Parcel: 78-14A

Signature of legal owner:  7/17/2016

Parcel: \_\_\_\_\_

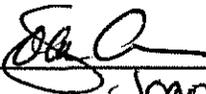
Signature of legal owner: \_\_\_\_\_

**PART III: PROPERTY OWNER'S PERMISSION**

Chapter 43D requires that 100% of property owners endorse this application for PDS designation. Identify every parcel included in the PDS by map and parcel number. Use Attachment A if additional space is required.

**I hereby certify under the pains and penalties of perjury that I am the legal owner of the property outlined herein and I approve the inclusion of my property in the proposed Priority Development Site nominated herein.**

Parcel: 78-23

Signature of legal owner:  7/1/16 CS34157  
Joan Arrie, Vice President MAG-25T

Parcel: \_\_\_\_\_

Signature of legal owner: \_\_\_\_\_

**PART II: PRIORITY DEVELOPMENT SITE (PDS)**

Submit a separate Part II for each Priority Development Site.

**Site Location** (including street address and map and parcel numbers):

Street Address: 397 Williams Street

Map and Parcel: 102-4

**Please list any abutting communities to PDS:** N/A

**Have these communities been notified of your proposal?**  Yes  No N/A

**Number of parcels in your proposed site:** 1 **Total Acreage of PDS:** 18.82 acres

**Ownership:**  Private  Public

**Is the site eligible under current zoning for the construction or redevelopment of at least 50,000 sq feet of commercial, housing or industrial space?**  Yes  No

Chapter 43D requires a PDS to be zoned for commercial, industrial, mixed-use development or housing. If PDS represents a combination of zoning, please explain. Please check all of the following boxes that apply to the PDS, including the means by which a proponent may permit on this site (i.e. special permit?).

**PDS Zoning:**

- By-right  Special Permit  Site Plan Review
- Commercial  Industrial  Residential  Mixed Use

**After reviewing the definitions set forth in 400 CMR 2.00 respond to the following questions:**

**1. Is the site located within .5 miles of existing development?**  Yes  No

Locations within or adjacent to existing development are preferred such as downtowns or village centers with a diverse mix of civic/cultural, residential, service, business, and other uses; municipal services (school, library, fire, police, city/town hall, parks, etc.); and/or available labor.

Explanation: Yes, the site is a vacant building that was one occupied by Fidelity. The parcel is located within 1/2 mile to an existing industrial park where IBM, AngioDynamics and One Sheild, Inc. are located, within 1.5 miles to another industrial park where GE Healthcare and an Avalon apartment complex are located, and within 2 miles of Simanaro Drive where millions of square feet of existing office and industrial space are located.

**2. Is the site served by existing infrastructure? If not, how far must service be extended?**

Locations with existing utility service – gas, electric, telecommunications, etc. – as well as water & wastewater systems with sufficient water supply/treatment capacity and pipe condition/capacity adequate to deliver fresh water and remove wastewater are preferred.

- Water  Sewer  Utilities

Explanation: Being a former Fidelity facility, the site is served by adequate infrastructure.

**3. Is the site located close to appropriate transportation facilities, including transit?**

Locations served by adequate transit (within .5 miles of a bus stop, subway, train, or ferry stop), close to existing major transportation and freight routes—e.g. existing highway interchanges, heavily developed commercial corridors, rail lines, etc., and accessible by bike or on foot are preferred.

- Transit                       Access Roads                       Pedestrian/Bike Access

Explanation: The site is 1.2 miles from the nearest bus stop at Academy Knoll Apartments, about 1.5 miles to downtown (where there are several other bus stops), less than 1 mile from Route 20, approximately 1.7 miles from the interchange with Route 495, and 5 miles from the Mass Turnpike. The proposed PDS is located in close proximity to an existing commercial and industrial area and within a short distance to amenities such as restaurants.

**4. Does the site include underutilized buildings or facilities?**     Yes             No  
Previously developed brownfield or greyfield sites & buildings - abandoned or underutilized shopping centers, institutions, big-box stores, mills or industrial sites, former military bases, etc. - are preferred locations.

Explanation: The 100,000 sq ft building was once occupied by Fidelity Investments but has been vacant for some time. There is an opportunity to reuse this Class A office site as a corporate headquarters.

**5. Will sensitive or rare natural resources on or near the site be impacted?**  
 Yes             No

Sites that are flat, dry, and otherwise suitable for development (no sensitive natural resources; not identified as a conservation priority for habitat, water supply, agriculture, or other purpose) are preferred.

**6. Has the municipality applied for or received other state grants for this site? Does the municipality anticipate applying for additional state funding?**

If yes, please identify the program(s), dates applied for and/or received, and describe the project(s):

The City does not have any immediate plans to seek state funding to support reuse or redevelopment of this site.

**Total Potential Build-Out of PDS:** 200,000 sq.ft.

**Is there a project proposal before the town for this site?**             Yes             No

If yes, briefly describe the project below: N/A

**PART III: PROPERTY OWNER'S PERMISSION**

Chapter 43D requires that 100% of property owners endorse this application for PDS designation. Identify every parcel included in the PDS by map and parcel number. Use Attachment A if additional space is required.

**I hereby certify under the pains and penalties of perjury that I am the legal owner of the property outlined herein and I approve the inclusion of my property in the proposed Priority Development Site nominated herein.**

Parcel: 102-4

Signature of legal owner: Adam J. Bern *gs manager*

Parcel: \_\_\_\_\_

Signature of legal owner: \_\_\_\_\_

397 Williams Street



Legend



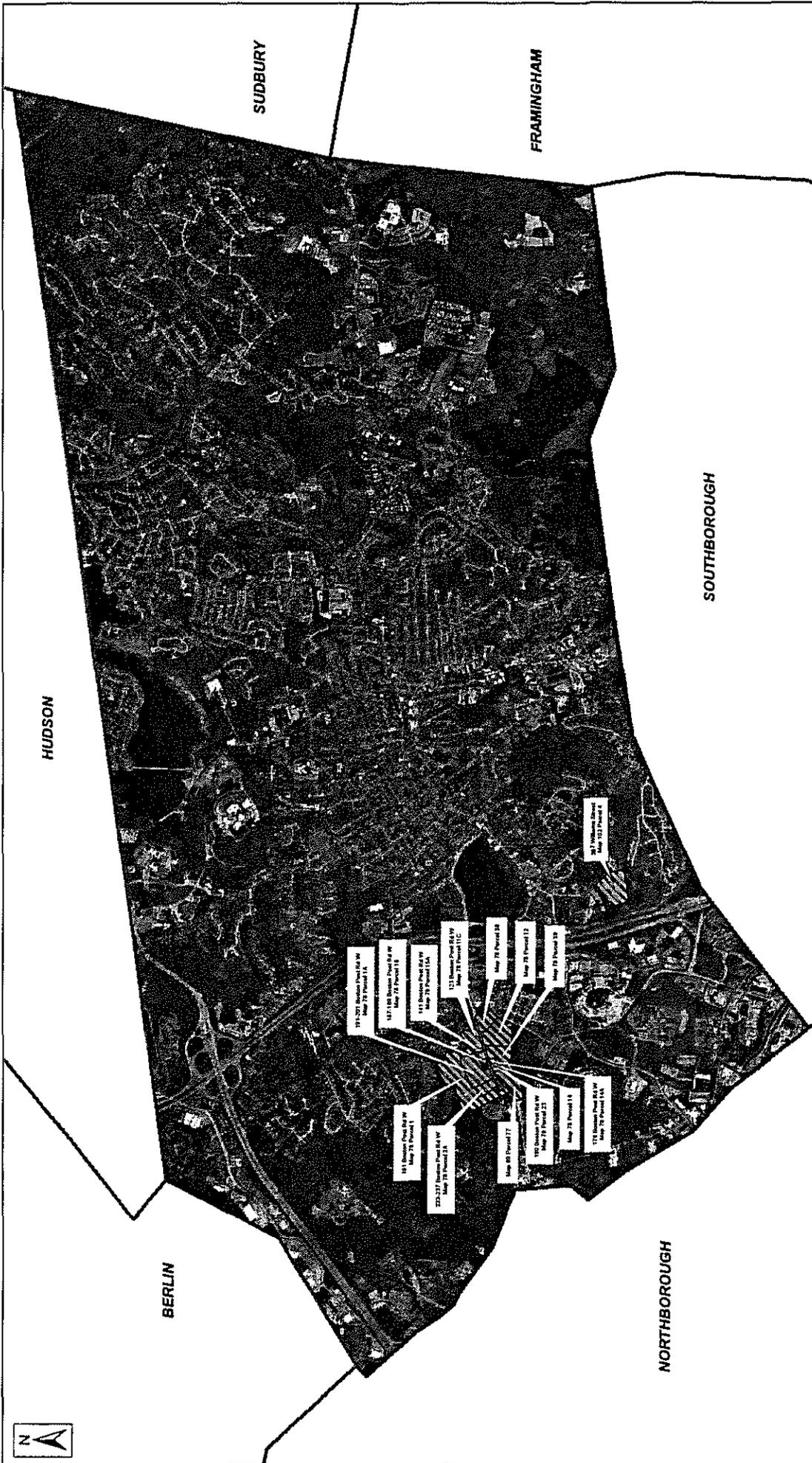
4/12/2017

City of Marlborough



All data provided by GIS City of Marlborough is for informational purposes only. The information is not intended to be used as a substitute for professional advice. The information is provided as a part of the City of Marlborough's public information system. The information is not intended to be used as a substitute for professional advice.





# Potential 43-D Development Sites





RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 JUL 21 A 11: 39

*City of Marlborough*  
*Office of the Mayor*

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

**Re: Order of Acceptance of Permanent Easement from Bell Fund V Marlborough LLC**

Honorable President Clancy and Councilors:

Enclosed herewith please find a proposed Order of Acceptance of Permanent Easement From Bell Fund V Marlborough LLC for an approximately 4,799 S.F. portion of land on Elm Street at Mowry Brook and copies of the cover letter from Commissioner John Ghiloni, the Grant of Permanent Easement, and the easement plan. Because an appropriation is already available, a separate vote for an appropriation will not be necessary.

The purpose of the permanent easement area is to provide access to the Department of Public Works for the reconstruction and maintenance of the Mowry Brook culvert, which passes beneath Elm Street near the Bell Marlborough Apartments.

The Commissioner and/or the Engineering Division will be available to answer any specific questions relative to the project.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

Cc: John Ghiloni, Commissioner  
Tom DiPersio, City Engineer  
Cynthia Panagore Griffin, Assistant City Solicitor

ORDERED:

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity require that the permanent drainage easement in an approximately 4,799 S.F. portion of land located on the easterly side of Elm Street at Mowry Brook, including the culvert, be accepted as a municipal easement as shown on plan thereof and as hereinafter described:

DESCRIPTION

Plan entitled "Plan of Land In Marlborough, Massachusetts, Prepared For: City of Marlborough, 140 Main Street, Marlborough, MA 01752; Prepared By Bruce Saluk & Associates, Inc., Civil Engineering & Land Surveying, 576 Boston Post Road East, Marlborough, MA 01752; Date: August 4, 2015; Scale: 1" = 20'; said Plan to be recorded at the Middlesex County South Registry of Deeds;

Title to the permanent drainage easement as shown on said plan has been granted to the City of Marlborough in a Grant of Permanent Easement from Bell Fund V Marlborough, LLC, said Grant of Permanent Easement to be recorded in the Middlesex County South Registry of Deeds.

IT IS THEREFORE ORDERED THAT:

The permanent drainage easement in an approximately 4,799 S.F. portion of land located on the easterly side of Elm Street at Mowry Brook be accepted as a municipal easement in the City of Marlborough.

ADOPTED

In City Council

Order No. 16-

Adopted

Approved by Mayor

Arthur G.. Vigeant

Date:

A TRUE COPY

ATTEST:

## GRANT OF PERMANENT EASEMENT

KNOW ALL MEN BY THESE PRESENTS that the BELL FUND V MARLBOROUGH, LLC, a Delaware limited liability company having an address at c/o Bell Partners, Inc., 300 Greene Street, Suite 1000, Greensboro, North Carolina 27401 (hereinafter referred to as the Grantor), for consideration of Two-Thousand (\$2,000.00) Dollars, grants to CITY OF MARLBOROUGH, a Massachusetts municipality having an address of 140 Main Street, Marlborough, Massachusetts 01752 (hereinafter referred to as the Grantee) with quitclaim covenants, the permanent right and easement to install, construct, reconstruct, repair, replace, add to, inspect, operate, and maintain the drainage culvert and structures therein and thereof (hereinafter referred to as the "DRAINAGE CULVERT") located on the easterly side of Elm Street in Marlborough, Middlesex County, Massachusetts for the purposes of protecting public health, safety and welfare by controlling and monitoring drainage into, from, and of the Millham Brook, located within the easement area of the hereinafter described property.

Said "DRAINAGE CULVERT" is located in, through, under, over, across, and upon land of the Grantor, being more particularly shown as "Drain Easement Area 4,799 S.F" on a Plan of Land to be recorded herewith at the Middlesex South District Registry of Deeds.

Also with the further permanent right from time to time to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, inspect, and otherwise change said "DRAINAGE CULVERT" and each and every part thereof, but not the general location thereof, and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "DRAINAGE CULVERT" is located as shown on the sketch herein referred to, of such trees, shrubs, bushes, structures, objects and surfaces, including present structures, objects, and surfaces within the area of the "DRAINAGE CULVERT," as may in the opinion and judgment of the Grantee interfere with the safe and efficient operation and maintenance of the "DRAINAGE CULVERT." However, said Grantee, its successors and assigns, will properly backfill excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

The Grantor, for itself, its successors and assigns, covenants and agrees with the Grantee, its successors and assigns that this easement and the location of the "DRAINAGE CULVERT" may not be changed or modified by the Grantor unless and until the Grantor, through the Mayor and/or his or her designee, has first notified Grantee in writing regarding the proposed changes or modifications; provided, however, that no such change or modification shall significantly lessen the utility of the easement, or increase the burdens on Grantee in its use and enjoyment of the

easement, or frustrate the purpose for which the easement was created; and provided further that such change or modification shall be at the sole cost and expense of the Grantor.

If both the Grantor and the Grantee, their successor and assigns, at any time in the future determine in writing that their rights granted herein are no longer needed or required, then the Grantor may extinguish, and the Grantee may release, this Grant of Temporary Easement in writing, such extinguishment or release, as the case may be, to be recorded at the Middlesex South Registry of Deeds within 120 days of the date later of said written determinations.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, construct, reconstruct, repair, replace, add to, inspect, operate, and maintain within the Grantor's land a "DRAINAGE CULVERT " for the purposes of controlling and monitoring drainage into, from, and of the Millham Brook shown on the last herein referred to sketch.

It is agreed that said "DRAINAGE CULVERT," and all necessary appurtenances thereto, shall remain the property of the Grantee, its successors and assigns.

For Grantor's title, see deed dated September 16, 2016, recorded with the Middlesex South District Registry of Deeds in Book 66103, Page 285.

(signature attached)

Executed as a sealed instrument as of this 23<sup>rd</sup> day of June, 2016.

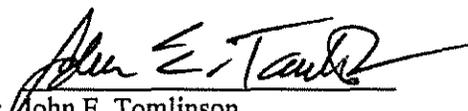
**Bell Fund V Marlborough, LLC**  
a Delaware limited liability company

By: Bell Apartment Fund V, LLC  
a Delaware limited liability company  
its Managing Member

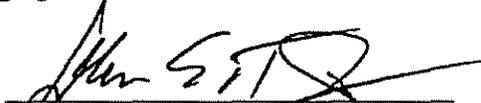
By: Bell HNW Fund V, LLC  
a Delaware limited liability company  
a Managing Member

By: Bell Fund V Manager, LLC  
a Delaware limited liability company  
its Manager

By: Bell Partners Inc.  
a North Carolina corporation  
its Manager

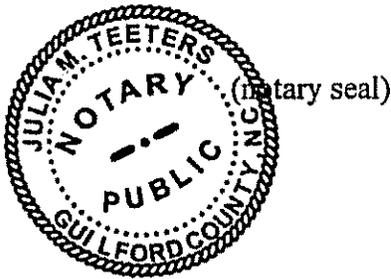
By:   
Name: John E. Tomlinson  
Title: CFO

By: Bell Institutional Subsidiary V, LLC  
a Delaware limited liability company  
a Managing Member

By:   
Name: John E. Tomlinson  
Title: Vice-President

State of North Carolina  
County of Guilford

This instrument was acknowledged before me on June 23, 2016 by John E. Tomlinson as CFO of Bell Partners, Inc., the manager of Bell Fund V Manager, LLC, the manager of Bell HNW Fund V, LLC, managing member of Bell Apartment Fund, LLC, the managing member of Bell Fund V Marlborough, LLC.



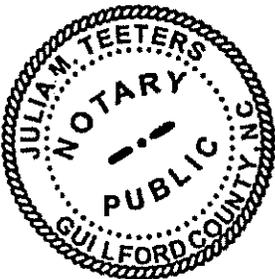
Signature of notarial officer

Julia M. Teeters  
Title: Notary Public  
My commission expires: July 1, 2018

State of North Carolina  
County of Guilford

This instrument was acknowledged before me on June 23, 2016 by John E. Tomlinson as Vice-President of Bell Institutional Subsidiary V, LLC, managing member of Bell Apartment Fund V, LLC, managing member of Bell Fund V Marlborough, LLC.

(notary seal)

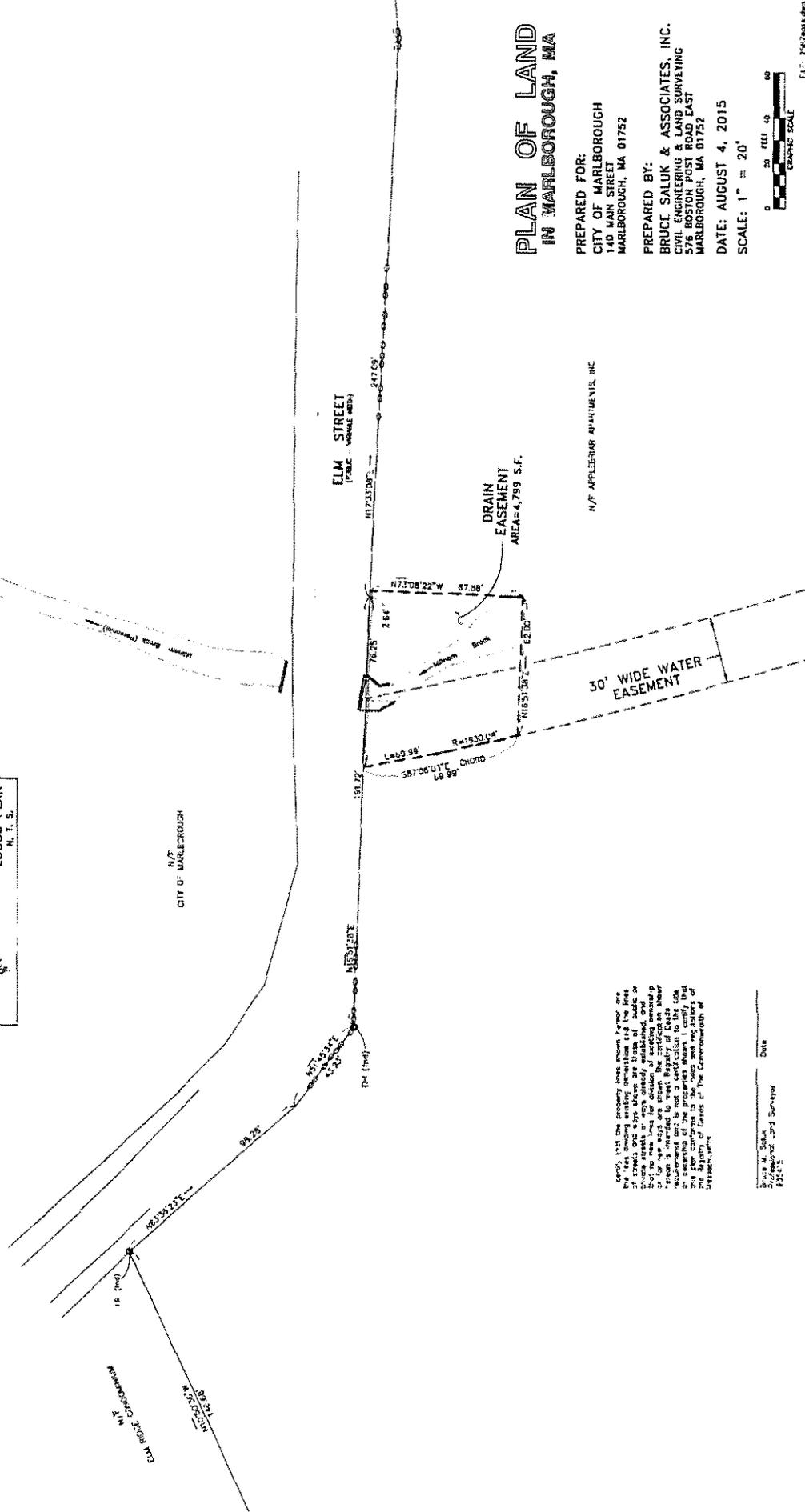
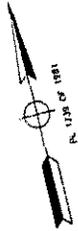
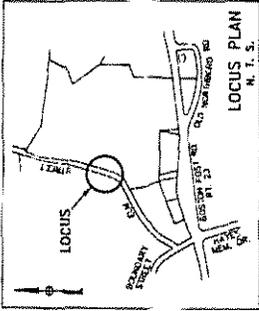


Signature of notarial officer

Julia M. Teeters  
Title: Notary Public  
My commission expires: July 1, 2018

- NOTES:**
1. THE PURPOSE OF THIS PLAN IS FOR A DRAINAGE EASEMENT ON LAND OWNED (N/7) BY APPLIEMAR APARTMENTS, INC. SET AS ADDRESS PARCEL 13 ON MAP 88.
  2. EXISTING RECORDING: P.L. 142, 272
  3. FOUND REFERENCES:  
 N/7, MAP 1228 OF 1981  
 N/7, MAP 248 OF 2015

FOR REISTRY USE

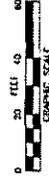


# PLAN OF LAND IN MARLBOROUGH, MA

PREPARED FOR:  
 CITY OF MARLBOROUGH  
 140 MAIN STREET  
 MARLBOROUGH, MA 01752

PREPARED BY:  
 BRUCE SALUK & ASSOCIATES, INC.  
 CIVIL ENGINEERING & LAND SURVEYING  
 576 BOSTON POST ROAD EAST  
 MARLBOROUGH, MA 01752

DATE: AUGUST 4, 2015  
 SCALE: 1" = 20'



P.L. 256/2015-02

I, Bruce M. Saluk, the undersigned, being a duly qualified and licensed Professional Engineer in the State of Massachusetts, do hereby certify that the foregoing is a true and correct copy of the original plan as shown to me by the City of Marlborough, Massachusetts, for the purpose of making a record of the same. My commission expires on the 31st day of December, 2016.

Bruce M. Saluk  
 Professional Engineer  
 256/2015-02



CITY OF MARLBOROUGH  
Department of Public Works  
135 Neil Street  
Marlborough, Massachusetts 01752  
(508) 624-6910 Ext. 33200  
Facsimile (508) 624-7699 TDD (508) 460-3610

July 21, 2016

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

RE: Order Of Acceptance of Easement From Bell Fund V Marlborough LLC

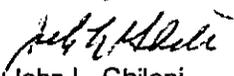
Dear Mayor Vigeant:

I request that you send the attached Order of Acceptance of Permanent Easement from Bell Fund V Marlborough LLC, concerning an approximately 4,799 S.F. portion of land on Elm Street at Mowry Brook, to the City Council for their action. No appropriation is necessary for the consideration, which is in the negotiated amount of \$2,000.

The easement area will provide access to the Department of Public Works for the reconstruction and maintenance of the Mowry Brook culvert which passes beneath Elm Street near the Bell Marlborough Apartments.

City Engineer Tom DiPersio, is available to answer any specific questions relative to the project.

Sincerely,

  
John L. Ghiloni  
Commissioner

Enclosures

Cc: Thomas DiPersio, City Engineer  
Timothy Collins, Assistant City Engineer  
Cynthia Panagore Griffin, Assistant City Solicitor



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CITY OF MARLBOROUGH  
2016 JUL 21 A 11:40

# City of Marlborough

## Office of the Mayor

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

### Re: Grant Acceptance – Public Facilities

Honorable President Clancy and Councilors:

I have submitted for your review and acceptance a grant in the amount of \$194,336 for Public Facilities which was awarded by the Commonwealth of Massachusetts Department of Energy Resources (“DOER”).

This Green Communities Competitive Grant will help fund the installation of an Energy Management System for City Hall (\$74,336) which will enable Public Facilities to control office temperatures when the building is occupied and unoccupied. The balance of the grant award (\$120,000) will help fund the replacement of the heat pumps which are located in each office in City Hall. Many of these units were installed when the building was renovated approximately 30 years ago.

Combined these improvements will help make City Hall more energy efficient and reduce our long term energy costs. I want to thank Councilor Doucette for his constant advocacy helping the City continue to assess our options to becoming more efficient not only to reduce our energy costs long term, but also to become more environmentally friendly.

In addition to the grant funds, City funds that were appropriated as a part of our capital spending submission earlier this year will be used on this project.

I have enclosed the grant award notification form and documents from DOER related to the grant. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: DPW DATE: 7/19/2016

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: John Ghiloni

NAME OF GRANT: Green Communities Competitive Grant

GRANTOR: Commonwealth of Massachusetts Department of Energy Resources (DOER)

GRANT AMOUNT: \$194,336.00

GRANT PERIOD: FY2017

SCOPE OF GRANT/  
ITEMS FUNDED Replace heat pumps located in all City Hall offices. Many of these units were installed when the building was renovated approximately 30 years ago. the Energy Management System will allow Public Facilities to control temperatures in the building when occupied and when empty in order to achieve energy savings and cost savings.

IS A POSITION BEING  
CREATED: No

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

ARE MATCHING CITY  
FUNDS REQUIRED? No-Council appropriated additional funds due to project cost

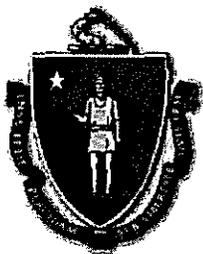
IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:  
N/A

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS  
TO BE USED:  
19300006 58467 Capital Outlay approved 2/8/16

ANY OTHER EXPOSURE TO CITY?  
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL:  
No

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



COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF  
ENERGY AND ENVIRONMENTAL AFFAIRS  
**DEPARTMENT OF ENERGY RESOURCES**  
100 CAMBRIDGE ST., SUITE 1020  
BOSTON, MA 02114  
Telephone: 617-626-7300  
Facsimile: 617-727-0030

**Charles D. Baker**  
Governor

**Matthew A. Beaton**  
Secretary

**Karyn E. Polito**  
Lt. Governor

**Judith F. Judson**  
Commissioner

June 28, 2016

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

Dear Mayor Vigeant:

I am pleased to inform you that the Department of Energy Resources (DOER) Green Communities Division has approved an award of \$194,336 for the following projects proposed in the City of Marlborough's Green Communities Competitive Grant application.

List of projects funded:

- \$74,336, City Hall—Energy Management System
- \$120,000, City Hall—Heat Pump Replacement

The Division reviewed Marlborough's grant application and has determined these are viable projects that meet the eligibility requirements of our Competitive Grant program. **Please note that, due to the competitive nature of this grant program, the use of these funds is restricted to the specifically- approved projects listed above.**

Jane Pfister, Green Communities Grant Coordinator, will follow up with the contact listed in your competitive grant application to discuss next steps, including coordination of the grant contract process. The Green Communities Division looks forward to working with the City of Marlborough on your grant projects. We congratulate you on your grant award, and applaud your efforts to create a cleaner energy future for your community and the Commonwealth as a whole.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (AEF), 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/oaq](http://www.mass.gov/oaq) under *Guidance For Vendors - Forms* or [www.mass.gov/osd](http://www.mass.gov/osd) under *OSD Forms*.

<b>CONTRACTOR LEGAL NAME:</b> City of Marlborough (and d/b/a):		<b>COMMONWEALTH DEPARTMENT NAME:</b> Department of Energy Resources <b>MMARS Department Code:</b>	
<b>Legal Address:</b> (W-9, W-4, T&C): 140 Main Street, Marlborough, MA 01752		<b>Business Mailing Address:</b> 100 Cambridge Street, Suite 1020, Boston, MA 02114	
<b>Contract Manager:</b> Arthur G. Vigeant		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> mayon@marlborough-ma.gov		<b>Contract Manager:</b> Jane Pfister	
<b>Phone:</b> 508-460-3770	<b>Fax:</b> 508-460-3888	<b>E-Mail:</b> jane.pfister@state.ma.us	
<b>Contractor Vendor Code:</b> VC6800192111		<b>Phone:</b> 617-828-1194	<b>Fax:</b> 617-727-0030
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001 (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b>	
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>		<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department) <input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <b>Department Procurement</b> (Includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget) <input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget) <input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> 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			
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <b>Rate Contract</b> (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"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$ <u>194,336</u> .			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:</b> (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.) The purpose of this Contract is to award a grant to the City of Marlborough ("Grantee") for a maximum obligation amount not to exceed \$194,336 for Fiscal Years 2017 and 2018 to fund energy conservation measures in the following Marlborough municipal facilities: Marlborough City Hall, as described in Attachment C (Scope of Grant).			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <u>no</u> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <u>no</u> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> . <input type="checkbox"/> 3. were incurred as of _____, _____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>May 31, 2018</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "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 <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , 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 <b>801 CMR 21.07</b> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>Arthur G. Vigeant</u> Date: <u>7/15/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur G. Vigeant</u> Print Title: <u>Mayor</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Stephen A. White</u> Print Title: <u>Chief Operating Officer</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 incorporated by reference into this Contract. This Form is signed only once and recorded on

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify 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 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.

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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, s. 39F; G.L. c. 149, s. 27C; G.L. c. 149, s. 44C; G.L. c. 149, s. 148B and G.L. c. 152, s. 26C.

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

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

Payments Subject To Appropriation. Pursuant to G.L. c. 29, s. 26, s. 27 and s. 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, s. 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 TIFs.

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 Meal 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](http://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 GTR 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 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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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 139. 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 RC § 989(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 woman-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.



## 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 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



# COMMONWEALTH TERMS AND CONDITIONS

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 Vigeant

Title: Mayor

Date: 7/15/16

(Check One):  Organization  Individual

Full Legal Organization or Individual Name: City of Marlborough

Doing Business As: Name (If Different):

Tax Identification Number: 04 6001399

Address: 140 Main St., Marlborough, MA 01752

Telephone: 508-460-3770 FAX: 508-4603698

### 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.

**III. Background**

1. On February 5, 2016, the Department of Energy Resources issued the Green Communities Grant Program Opportunity Notice (PON) PON-ENE-2016-009, (PON and subsequently amended it on February 10, 2016. The grant agreement resulting from this process is subject to 815 CMR 2.00 et seq.
2. The City of Marlborough ("Grantee") submitted a response to the PON on or before the March 25, 2016 due date.
3. The DOER has selected the Grantee to receive Green Communities Competitive Grant funds for projects described in Grantee's response to the PON.
4. The DOER approves the expenditure of funds as described in Attachment D (Budget) for the work planned and described in Attachment C (Scope of Grant Award).
5. The Grantee agrees to complete the projects described in the Scope of Grant Award (collectively referred to as (Project).

This Agreement incorporates and makes part hereof certain Attachments and Forms which have been provided and accepted by the parties as part to this Agreement. Copies of such agreed upon Attachments and Forms are attached hereto set forth in their entirety and made part of this Agreement by reference:

- I. THE COMMONWEALTH STANDARD CONTRACT FORM
- II. COMMONWEALTH TERMS AND CONDITIONS
- III. BACKGROUND
- IV. ATTACHEMENT A: GREEN COMMUNITIES COMPETITIVE GRANT APPLICATION MATERIALS
- V. ATTACHMENT B: GRANTEE RESPONSE
- VI. ATTACHMENT C: SCOPE OF GRANT AWARD
- VII. ATTACHMENT D: BUDGET
- VIII. THE COMMONWEALTH OF MASSACHUSETTS STANDARD CONTRACT ATTACHMENTS
  1. GRANTEE AUTHORIZED SIGNATORY LISTING
  2. W-9 FORM
  3. EFT



COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE COMPTROLLER  
Electronic Funds Transfer Sign Up Form

Request type must be checked:  Initial Request  Changing Existing Account  Closing Account

I Brian Doherty hereby certify that the account/s indicated on this form is under my direct control and access; therefore, I authorize the State Treasurer as fiscal agent for the State of Massachusetts to initiate, change or cancel credit entries to that account/s as indicated on this form. For ACH debits consistent with the International ACH Transaction (IAT) rules check one:

I affirm that payments authorized hereunder are not to an account that is subject to being transferred to a foreign bank account.

I affirm that payments authorized hereunder are to an account that is subject to being transferred to a foreign bank account.

This authority is to remain in full force and effect until the Office of Comptroller has received written notification, from either me or an authorized officer of organization of the account's termination in such time and in such a manner as to afford CTR a reasonable opportunity to act upon it.

VENDOR BANK INFORMATION

Vendor Bank Name: Citizens Bank  
Vendor Bank Transit Number (ABA): 211070175  
Vendor Bank Account Number: 1330242960  
Account Type: Checking Account

Filling out this field is a requirement for changing account number

Vendor Bank Old Account Number: \_\_\_\_\_  
Account Type: \_\_\_\_\_

VENDOR INFORMATION

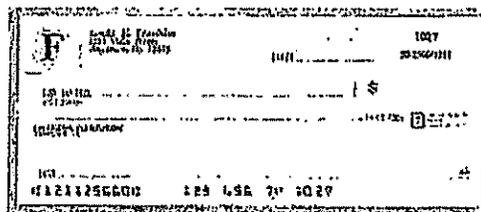
Vendor Tax Identification Number (TIN): 04-6001399  
Vendor/Business Name: City of Marlborough  
Vendor Contact Name: Brian Doherty  
E-mail: bdoherney@marlborough-ma.gov  
Telephone: 508 460-3730  
Address: 140 Main St  
City: Marlborough State: MA Zip: 01752

This authorization will remain in effect until either canceled in writing or an updated form changing information is sent to the Department you currently do business with.

AUTHORIZED SIGNATURE: Brian Doherty  
Print Name: Brian Doherty Title: Comptroller/Treasurer Date: 7/15/16

Form forwarded to Commonwealth Department: \_\_\_\_\_  
Attached voided check here:

*There are no checks for this account. EFT only account.*



COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



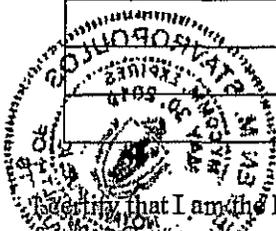
CONTRACTOR LEGAL NAME: City of Marlborough  
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192111

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
Arthur Vigeant	Mayor
John Ghiloni	Commissioner of Public Works



I, the undersigned, being 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: 7/15/16

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.

COMMONWEALTH OF MASSACHUSETTS  
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May  
2004



CONTRACTOR LEGAL NAME :  
CONTRACTOR VENDOR/CUSTOMER CODE:

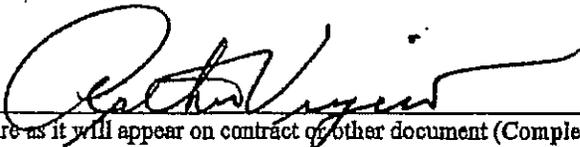
PROOF OF AUTHENTICATION OF SIGNATURE

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): *Arthur Vigeant Mayer*

Title:

X 

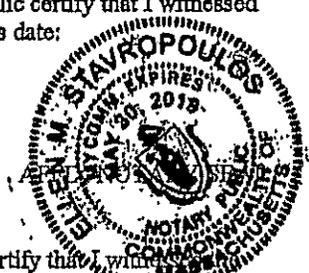
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, *Ellen M. Stavropoulos* (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:

*July 15*, 20*16*.

My commission expires on: *May 30, 2019*



I, \_\_\_\_\_ (CORPORATE CLERK) certify that I witnessed  
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 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): John Chiloni

Title: COMMISSIONER OF PUBLIC WORKS

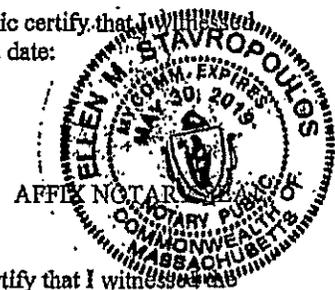
X *John Chiloni*  
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

I, Ellen M. Stavropoulos (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:

July 15, 2016

My commission expires on: May 30, 2019



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



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

# City of Marlborough

## Office of the Mayor

2016 JUL 21 A 11:39

140 Main Street

Marlborough, Massachusetts 01752

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

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

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

### Re: Grant Acceptance – Information Technology

Honorable President Clancy and Councilors:

I have submitted for your review and acceptance a grant in the amount of \$15,000 for the Information Technology Department which was awarded by the Commonwealth of Massachusetts Executive Office of Administration and Finance.

Since signing a Community Compact with the state, we have applied for a few grants and are excited to have been awarded another one. This grant will be used to continue moving the City's Departments to a new software system that will improve customer service and ease operations.

The Board of Health, Conservation, and Building Department are already using Accela's Civic Platform. To date, the process has taken many operations out of paper records, Excel spreadsheets, and out of date software and moved them to a digital, modern software.

Moving forward, this grant will enable us to expand Accela to the City Clerk's office and the Department of Public Works for permitting and asset management. Once complete, this project will improve our ability to deliver faster service to residents and those doing business with the City. It will enable City Departments to better analyze their procedures and processes for continuous improvement. It will also improve the IT Department's ability to administer and troubleshoot with Departments because operations will be under one system and not spread across multiple systems and platforms.

We are grateful to Governor Baker and Lieutenant Governor Polito for launching the Community Compact program and look forward to the completion of this project. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: IT Department DATE: 7/19/2016

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Mark Gibbs

NAME OF GRANT: Community Compact Information Technology Grant Award

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$15,000.00

GRANT PERIOD: FY2017

SCOPE OF GRANT/  
ITEMS FUNDED To continue moving City Departments to Accela's Civic Platform to improve  
operations, streamline processes, and ease administration of Department workloads

IS A POSITION BEING  
CREATED: No

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

ARE MATCHING CITY  
FUNDS REQUIRED? No

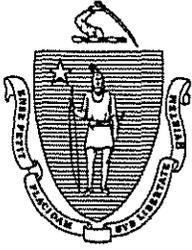
IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:  
N/A

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

ANY OTHER EXPOSURE TO CITY?  
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL:  
No

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



Executive Office for Administration & Finance  
**COMMONWEALTH OF MASSACHUSETTS**  
STATE HOUSE ▪ BOSTON, MA 02133  
(617) 727-2040

**CHARLES D. BAKER**  
GOVERNOR

**KRISTEN LEPORE**  
SECRETARY

**KARYN E. POLITO**  
LIEUTENANT GOVERNOR

June 3, 2016

Dear Arthur Vigeant:

It is with great pleasure that I inform you that your community has been awarded a \$15000 grant through the Community Compact Cabinet's (CCC) Information Technology grant program. The competition for the \$2 million of available funding was intense, with more than 100 eligible municipalities applying for grants totaling more than \$16 million. Your application was chosen because it clearly met the overarching goal of driving innovation and transformation at the local level via investments in technology.

Lieutenant Governor Polito, as Chair of the Community Compact Cabinet, and I want to congratulate you for becoming a "Compact Community" and striving to make your community a better place by virtue of implementing best practices. Your participation not only provided you with technical assistance, but it also placed you in a more competitive position for other state grants, such as this IT program. I am glad to see your community taking advantage of the benefits the CCC program offers.

Attached are the grant documents that need to be completed in order to get the funds to your community. These should be sent to Pam Kocher at the Division of Local Services as soon as possible, but no later than **June 24<sup>th</sup>**.

Sincerely,

A handwritten signature in black ink, appearing to read "Kristen Lepore".

Kristen Lepore, Secretary  
Executive Office for Administration and Finance

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

<b>CONTRACTOR LEGAL NAME:</b> Marlborough (and d/b/a):	<b>COMMONWEALTH DEPARTMENT NAME:</b> Executive Office for Administration and Finance <b>MMARS Department Code:</b> ANF
<b>Legal Address:</b> (W-9, W-4, T&C): City Hall, 140 Main Street Marlborough, MA 01752	<b>Business Mailing Address:</b>
<b>Contract Manager:</b> Arthur Vigeant	<b>Billing Address (if different):</b>
<b>E-Mail:</b> mglbbs@marlborough-ma.gov	<b>Contract Manager:</b> Pam Kocher
<b>Phone:</b> 508-460-3770 <b>Fax:</b>	<b>E-Mail:</b> kocherp@dor.state.ma.us
<b>Contractor Vendor Code:</b> VC6000192112	<b>Phone:</b> 617-626-2345 <b>Fax:</b>
<b>Vendor Code Address ID (e.g. "AD001"):</b> AD001, (Note: The Address ID must be set up for EFT payments.)	<b>MMARS Doc ID(s):</b>
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b> <b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) ___ <u>Statewide Contract</u> (OSD or an OSD-designated Department) ___ <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) ___ <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) ___ <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b> Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____ Enter Amendment Amount: \$ _____, (or "no change") <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) ___ <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) ___ <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) ___ <u>Contract Employee</u> (Attach any updates to scope or budget) ___ <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions    ___ Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. ___ <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). \$15000.	
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> 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 ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (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 IT Grant: This award is being made through the Community Compact IT Grant Program, authorized by Chapter 304 of the Acts of 2008, Section 2C, Item 1100-3001, to Marlborough for moving municipal business process from spreadsheets and paper to an e-permitting platform.	
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . ___ 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> . ___ 3. were incurred as of _____, 20____, a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2017</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "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 <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 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.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X:  Date: <u>6/30/16</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur Vigeant</u> Print Title: <u>Mayor</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: _____ (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>




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**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**


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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.

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

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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)**


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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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

## COMMONWEALTH TERMS AND CONDITIONS

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

## COMPENSATION

Identify if the Contract is a Rate Contract (with no stated Maximum Obligation) or a Maximum Obligation Contract (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. 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 payment is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contract rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify 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

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

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

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

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

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

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

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with Federal tax laws; state tax laws including but not limited to G.L. c. 62C; G.L. c. 62C, s. 49A; compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under G.L. c. 62E, withholding and remitting child support including G.L. c. 119A, s. 12; TIR 05-1 f; 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

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"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 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 Marlborough [“Grantee”] acting through its Mayor.

### **PRELIMINARY STATEMENT**

The Grantee desires to obtain funding from EOAF in the amount not to exceed \$15000 authorized under Chapter 304 of the Acts of 2008, Section 2C, Item 1100-3001 [“Act”] for moving municipal business process from spreadsheets and paper to an e-permitting platform. [“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**

1.1 The scope of the Project to be funded under the EOAF Grant will include moving municipal business process from spreadsheets and paper to an e-permitting platform.

### **SECTION 2. DISBURSEMENT OF EOAF GRANT**

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 304 of the Acts of 2008, Section 2C, Item 1100-3001; and any other information EOAF may require.

The grant award of \$15000 will be disbursed to the Grantee within 45 days of execution of the grant 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 June 30, 2017. Grantee will forfeit any remaining award unused after June 30, 2017. 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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## 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 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



# COMMONWEALTH TERMS AND CONDITIONS

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.

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 I. 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.

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

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 Vigant

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:

Address: 140 Main St, 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.



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 JUL 21 A 11:40

*City of Marlborough*  
*Office of the Mayor*

140 Main Street

Marlborough, Massachusetts 01752

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

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

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

**Re: Gift Acceptance – Marlborough Police Department K-9 Unit**

Honorable President Clancy and Councilors:

I have submitted for your acceptance a gift for the Marlborough Police Department in the amount of \$4,656.00.

As the enclosed letter from Chief Mark Leonard indicates, the gift was made possible thanks to the efforts of Alexandria Szwarc of the Marlborough Country Club who organized a golf tournament fundraiser for the Marlborough Police Department K-9 unit. Ms. Szwarc is a longtime supporter of the K-9 program and the City and Police Department thank her for putting the event together.

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure



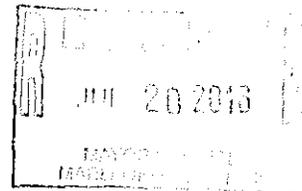
# City of Marlborough POLICE DEPARTMENT

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

MARK F. LEONARD  
Chief of Police

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

July 20, 2016



Dear Mayor Vigeant:

The Marlborough Police Department recently received a gift award from Alexandria Szwarc of the Marlborough Country Club. Alexandria recently put together a golf tournament fundraiser for the Marlborough Police K-9 Unit, and the event raised \$4,656.00. Alexandria has been a passionate supporter of the K-9 program, and we are very thankful for her efforts in putting this very successful event together and donating the proceeds to our K-9 Unit.

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

Sincerely,

Mark F. Leonard  
Chief of Police

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: Police DATE: 7/19/2016

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: Gift/Donation

GRANTOR: Marlborough Country Club/Alexandria Szwarc

GRANT AMOUNT: \$4,656.00

GRANT PERIOD: Gift/Donation

SCOPE OF GRANT/  
ITEMS FUNDED Marlborough Police K-9 Unit  
To offset cost of future training and equipment needs.

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: As soon as possible

**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**

Vendor Company Name <i>Marlborough Police K9 Unit</i>		Vendor Number 1K9	Check Date Jul 7, 2016	Check No. 716
Invoice Number K9 Jul 2016	Invoice Date Jul 7, 2016	Invoice Amount \$4,656.00	Total Paid \$4,656.00	Discount/Adj
				Payment Amount \$4,656.00
Page 1 of 1				This Page Total \$4,656.00
				Check Total \$4,656.00

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER

**COUNTRY CLUB LOUNGES & RESTAURANT, INC.**

200 CONCORD ROAD  
MARLBOROUGH, MASSACHUSETTS 01752-1603

MARLBOROUGH SAVINGS BANK  
MARLBOROUGH, MA

53-7075/2113

0716

Jul 7, 2016

\$4,656.00

DATE

AMOUNT

Four Thousand Six Hundred Fifty Six Dollars and Zero Cents

Marlborough Police K9 Unit

COUNTRY CLUB LOUNGES & RESTAURANT, INC.

*[Handwritten Signature]*  
AUTHORIZED SIGNATURE



SECURITY FEATURES INCLUDED. DETAILS ON BACK.

⑈000716⑈ ⑆211370752⑆ 88 903322 1⑈

PAY TO THE ORDER OF

MP



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 JUL 21 A 11:40  
140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
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*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

**Re: Appointment of Douglas Scott as Building Commissioner**

Honorable President Clancy and Councilors:

I am pleased to submit for your review and approval the appointment of Douglas Scott as the City of Marlborough's Building Commissioner for a three-year term to expire three years from the date of City Council approval. For the past few months, he has been working as the Interim Building Commissioner and I believe he would serve Marlborough very well as our permanent commissioner.

Mr. Scott has a long history in the construction industry, working not only as an inspector and a commissioner, but also as a project manager for a construction company and as a consultant for contractors. I believe this breadth of experience prepares him well to protect Marlborough residents as our Commissioner and as well as the customer service skills to work in partnership with contractors and developers doing business in the City.

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

# DOUGLAS K. SCOTT

840 SHELDON ROAD, BARRE, MA 01005  
(978) 355-2026  
DSCOTT2026@CHARTER.NET

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## Experience

2014 to November 2015

### **Town of Uxbridge**

Inspector of Buildings

Facilities Manager

Oversee Planning, Zoning and Building Departments

Liaison to the Town's Insurance Adjuster

November 2011-2014

### **Town of Belmont**

Building Inspector

Perform code reviews and provide

Help to the public re: the Building Code and Stretch Code requirements.

Review all plans submitted for permitting for conformance to the Zoning Ordinances.

Meet with the Public to answer permitting and Zoning questions.

Provide interpretations of 780 CMR, 521 CMR, State and Local Zoning Laws.

Provide interpretations of state and local laws and ordinances to the public.

Work with other Town Departments in a coordinated effort to solve Municipal issues.

Very familiar with the Stretch Energy Code

Familiar with permitting software.

Familiar with Microsoft programs.

**2007-2011 Quality Contracting, Inc.**

**Worcester, MA**

### **Senior Project Manager**

Developed a division of the company to bid on and work on Public Construction. Including Bonding capability and bidding qualifications for General Construction and Historical Construction/Renovation.

Provided estimating, project record keeping, oversee construction, provide company qualifications to prospective clients.

**2001-2007 Self-Employed**

**Massachusetts**

### **Construction Management and Code Consultant**

- Received certification from State Inspector General's Office as an Owners Project Manager to oversee public works projects.
- Oversee public construction projects
- Site Planning, Building planning, Building Design.
- Commercial, Industrial and Retail Construction and Development.
- Construction Management: Provided management services to my clients during design, municipal review, site and building construction of projects.
- MA State Building Code consultant.
- Zoning / Planning consultant.
- Provided expert witness testimony regarding legal issues related to construction in court.
- Represented clients before various municipal and state boards and departments at public hearings.
- Conducted presentations to various public boards for project approval.
- Housing Rehabilitation Coordinator for the Town of Southbridge, a federal and state funded program.
- Provided scheduling and coordination.
- Provided cost control.

- Coordinated and archived project records.
- Acted as interface between contractors, owners, municipalities, and government agencies.
- Assisted in securing funding for projects.
- Wrote Code reviews for a variety of projects.
- Met with Fire Departments and Building Departments to discuss Code interpretations.
- Coordinated activities with Site Engineers, Architects and Structural Engineers
- Provided value engineering and project estimating.
- Provided Clerk of the Works services.

1998-2003      Town of New Braintree      Massachusetts  
**Building Commissioner**

- Enforced the MA State Building Code.
- Worked with the public with regards to construction and land development.

1996-2001      City of Worcester      Massachusetts  
**Principal Building Inspector**

- Acted as Plans Examiner. Reviewed all plans submitted for permitting and wrote code reviews. Chaired meetings with private sector regarding code and zoning issues.
- Sat with Planning Board, Zoning Board and License Commission Boards to provide interpretation for City of Worcester Zoning Ordinances.
- Zoning Enforcement Officer. Reviewed the majority of the zoning correspondence and wrote zoning interpretations.
- Performed Inspections for residential construction.
- Performed Inspections for commercial and industrial projects both municipal and private.
- Performed enforcement duties as required.
- Appeared on behalf of the Code Department at Worcester Housing Court regarding code enforcement and zoning issues.
- Worked with various departments within the city to coordinate city resources and enforce local ordinances.
- Wrote Building Code reviews.
- Act as liaison between Building Department and Fire Department.
- Represented the City of Worcester as the Project OPM on various projects as directed by the City Manager.

1995-1996      Town of Bedford      Massachusetts  
**Building Inspector**

1994-1995      Town of Franklin      Massachusetts  
**Building Inspector**

- Performed local inspections per 780 CMR.
- Reviewed submitted plans for Code Compliance.

1976-1994      **Self Employed**

Residential and Commercial General Contractor  
 Boston, Central Mass and Portland, ME.  
 Energy Crafted Home Builder  
 Timber Frame Home Builder  
 New Homes

Remodeling  
Additions  
Licensed CSL in 1984

**Certifications/  
Qualifications**

- Certified Owner's Project Manager (OPM) through MCPPO
- Inspector of Buildings/ Building Commissioner
- Local Building Official
- Building Plans Examiner
- 10-hour OSHA certification
- 30-hour OSHA certification
- Licensed Construction Supervisor
- Licensed Home Improvement Contractor
- NFPA 5000-certified Building Inspector and Building Plans Examiner
- NFPA 5000, Member of the committee writing testing certification for Building Inspector and Building Plans Examiner
- Instructor for Massachusetts State Building Code
- Completed the LEED AP Overview course
- Teacher for CSL licensing

**Education**

**Quinsigamond Community College, Worcester, Massachusetts**  
*Associates Degree, Business Administration*

**University of Southern Maine**  
*Business administration*

**Worcester State College, Worcester, Massachusetts**  
*Business Management*

**Nichols College, Dudley, Massachusetts**  
*Accounting*

**Worcester Polytechnic Institute, Worcester, Massachusetts**  
*Fire Sprinkler Design*

**State of Maine**  
Licensed to oversee Federally funded highway projects

**Community Skills**

Retired USSF certified Soccer Referee  
US Soccer coaching licenses, E,F,G  
CMSO High School Soccer Referee  
NSCCA Goal Keeping Certification  
Coached the Spencer Middle School Girls Soccer Team



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CITY OF MARLBOROUGH

2016 JUL 21 A 11:40

# City of Marlborough

## Office of the Mayor

140 Main Street

Marlborough, Massachusetts 01752

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*Arthur G. Vigeant*  
MAYOR

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*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

### **Re: Appointment of Dr. Joseph Tennyson to the Board of Health**

Honorable President Clancy and Councilors:

I am pleased to submit for your review and approval the appointment of Dr. Joseph Tennyson to the Marlborough Board of Health for a term to expire three years from the first Monday in February 2017.

Dr. Tennyson has worked closely with our Board of Health as a representative to Marlborough's Substance Use Prevention Coalition. As a physician at the University of Massachusetts Medical School in Worcester, Dr. Tennyson would bring years of experience to the Board of Health.

As we continue to work towards reducing the numbers of young people who fall victim to the opioid crisis in Massachusetts, it will be very beneficial to have someone with Dr. Tennyson's background and interest helping guide our Health Department.

I have attached Dr. Tennyson's resume and credentials.

Dr. John Curran's term has expired and I thank him for his service to the City of Marlborough.

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

Sincerely,



Arthur G. Vigeant  
Mayor

Enclosures

## Joseph Tennyson, MD, FACEP

Division of EMS and LifeFlight  
Department of Emergency Medicine  
University of Massachusetts Medical School  
55 Lake Avenue North  
Worcester, MA. 01655  
Office: (508) 421-1442  
Fax: (508) 421-1490  
joseph.tennyson@umassmemorial.org

### Education

Doctor of Medicine University of Massachusetts Medical School Worcester, MA	2001 -- 2005
Bachelor of Science, Biochemistry( <i>Cum Laude</i> ) Framingham State College Framingham, MA	1997 -- 2001
Paramedic Certificate Cape Cod Community College West Barnstable, MA	1990 -- 1991

### Postdoctoral Training

Residency in Emergency Medicine University of Massachusetts Medical School Worcester, MA	2005 -- 2008
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### Academic Appointments

Associate Fellowship Director EMS Fellowship Division of EMS and LifeFlight, Department of Emergency Medicine University of Massachusetts Medical School, Worcester, MA	2012 -- 2014
Assistant Professor of Emergency Medicine Department of Emergency Medicine University of Massachusetts Medical School Worcester, MA	2009 -- Current

### Leadership Positions

Director of Clinical Operations Marlborough Hospital Emergency Department Marlborough, MA	2015 -- Current
Associate Medical Director UMassMemorial LifeFlight Worcester, MA	2015 -- Current

Associate Medical Director UMass Memorial EMS Worcester, MA	2015 -- Current
Assistant Medical Director UMass Memorial EMS Worcester, MA	2012 -- 2015
Medical Director Holden Fire Department EMS Holden, MA	2012 -- 2015
Medical Director Southborough Fire Department EMS Southborough, MA	2011 -- Current
Assistant Medical Director UMassMemorial LifeFlight Worcester, MA	2010 -- 2015
Medical Director Patriot Ambulance Service Chelmsford, MA	2010 -- Current
Affiliate Hospital EMS Medical Director Marlborough Hospital Marlborough, MA	2009 -- Current
Medical Director Westborough Fire Department EMS Westborough, MA	2009 -- Current
Medical Director Northborough Fire Department EMS Northborough, MA	2008 -- Current
Medical Director PrideStar EMS Lowell, MA	2007 -- 2010

### Other Positions and Employment

EMT/Paramedic American Medical Response (formerly Chaulk Services) Natick MA Positions included: Field provider, Field Training Officer, Education Supervisor, Station Supervisor	1991 -- 2003
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### Honors and Awards

Fellow, American College of Emergency Physicians	2011
Award Winning Presenter 5th Annual Undergraduate Research Forum, Boston, MA	1999

### Professional Memberships and Societies

National Association of EMS Physicians	2009 -- Current
--	-----------------

Emergency Medicine Residents' Association	2003 – 2008
Member, American College of Emergency Physicians	2003 – Current
Member, Massachusetts College of Emergency Physicians	2003 – Current
Massachusetts Medical Society	2001 – Current
American Medical Association	2001 – 2009
Beta-Beta-Beta National Biology Honors Society, Chi Omega Chapter	2000 – Current

## Educational Activities

### Educational Administration and Leadership

Program Evaluation Committee (Member) Emergency Medical Services Fellowship, University of Massachusetts Medical School, Worcester, MA	2014 – Current
Clinical Competency Committee (Member) Emergency Medical Services Fellowship University of Massachusetts Medical School, Worcester, MA	2013 – Current
Program Evaluation Committee (Member), Emergency Medicine Residency University of Massachusetts Medical School, Worcester, MA	2013 – Current
Clinical Competency Committee (Formerly Promotions Committee) (Member) Emergency Medicine Residency University of Massachusetts Medical School, Worcester, MA	2012 – Current
Curriculum Committee (Member) Emergency Medicine Residency University of Massachusetts Medical School, Worcester, MA	2012 – Current
Associate Fellowship Director Emergency Medical Services Fellowship University of Massachusetts Medical School, Worcester, MA	2012 – 2014
Director, Resident Rotation in EMS Medicine Emergency Medicine Residency University of Massachusetts Medical School, Worcester, MA	2011 – 2015
Director, Resident Elective in EMS Medicine Emergency Medicine Residency University of Massachusetts Medical School, Worcester, MA	2011 – Current
Admissions Committee (Member) Emergency Medicine Residency University of Massachusetts Medical School, Worcester, MA	2007 – Current

### Clinical Teaching and Supervision

Emergency Medicine Residency Clinical Faculty University Campus Emergency Department, 65 hrs/month	2009 – Current
EMS Fellow Field Practice Oversight, Worcester EMS, 8hrs/month	2012 – Current

### Teaching Activities

Longitudinal Preceptor Program, Preceptor	2014 – Current
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University of Massachusetts Medical School Kent McCann, MS1	
Longitudinal Preceptor Program, Preceptor University of Massachusetts Medical School Andrew Dowd, MS1-2	2013 -- 2015
Longitudinal Preceptor Program, Preceptor University of Massachusetts Medical School Aqib Chaudry, MS1-2	2012 -- 2014
Longitudinal Preceptor Program, Preceptor University of Massachusetts Medical School Alex Hart MS1-2(Matched to UMass Emergency Medicine)	2010 -- 2012
Sub-Internship in Emergency Medicine, Preceptor Department of Emergency Medicine University of Massachusetts Medical School 1-2 students/year	2008 -- Current
Longitudinal Preceptor Program, Preceptor University of Massachusetts Medical School Joseph Fantoni, (Matched to Urology)	2008 -- 2010
Physical Diagnosis II: Physical Diagnosis in the ED, Instructor. University of Massachusetts Medical School	2006 -- 2011
Physical Diagnosis I, Instructor. University of Massachusetts Medical School	2005 -- 2005

### Lectures

<i>Prehospital Integration into STEMI Systems of Care</i> , Lecturer. Emergency Medicine Residency Educational Conference University of Massachusetts Medical School, Worcester, MA	2015
<i>The Acute Headache in the Emergency Department</i> , Lecturer. Emergency Medicine Residency Educational Conference University of Massachusetts Medical School, Worcester, MA	2014
<i>Overview of EMS</i> , Lecturer. Emergency Medicine Residency Educational Conference University of Massachusetts Medical School, Worcester, MA	2012, 2011
<i>"It Starts with a D...":ED Management of the Acute Migraine</i> , Lecturer. Emergency Medicine Residency Educational Conference University of Massachusetts Medical School, Worcester, MA	2011
<i>How to Read ECGs</i> , Lecturer. Emergency Medicine Residency Educational Conference University of Massachusetts Medical School, Worcester, MA	2007
<i>Procedural Sedation</i> , Lecturer Emergency Medicine Residency Educational Conference University of Massachusetts Medical School, Worcester, MA	2007
<i>Thoracic and Lumbar Vertebrae</i> , Lecturer Emergency Medicine Residency Educational Conference University of Massachusetts Medical School, Worcester, MA	2007
<i>Infectious Diseases in EMS</i> , Lecturer Paramedic Refresher Course	2005

UMass Memorial Emergency Medical Services, Worcester, MA

*Patient Assessment and Documentation*, Lecturer 2005  
 Paramedic Refresher Course  
 American Medical Response, Natick, MA

*Neurology* Lecturer 2005  
 Paramedic Refresher Course  
 American Medical Response, Natick, MA

*Biological Weapons*, Lecturer 2001  
 Paramedic Refresher Course  
 American Medical Response, Natick, MA

### **Advising and Mentoring**

#### **Fellows**

Nicholas Aselin, MD, EMS Fellow 2015 -- Current  
 Oversight of Medical Direction  
 Patriot Ambulance

R. Trevor Marshall, MD, EMS Fellow 2015 -- Current  
 Oversight of Medical Direction  
 Westborough Fire Department EMS

Michael Arce, MD, EMS Fellow 2013 -- 2014  
 Oversight of Medical Direction  
 Patriot Ambulance and Westborough Fire Department EMS

Adam Darnobid, MD, EMS Fellow 2012 -- 2014  
 Oversight of Medical Direction  
 Holden Fire Department and Southborough Fire Department EMS

#### **Residents**

Alex Hart, MD 2015 -- Current  
 Emergency Medicine Residency Program  
 Faculty Advisor  
 Advising and Supervision for Medical Direction  
 Southborough Fire Department EMS

R. Trevor Marshall, MD, Emergency Medicine Resident 2014 -- 2015  
 Advising and Supervision for Medical Direction  
 Westborough Fire Department EMS

Alex Sanseverino, MD 2014 -- Current  
 Emergency Medicine Residency Program  
 Faculty Advisor

Stephanie Weiss, MD, PhD 2012 -- 2014  
 Emergency Medicine Residency Program  
 Faculty Advisor

Mark Quale, MD and Adam Darnobid, MD, Emergency Medicine Residents 2011 -- 2012  
 Advising and Supervision for Medical Direction  
 Southborough Fire Department EMS

Kevin Kotkowski, MD 2010 -- 2011  
 Emergency Medicine Residency Program

Faculty Advisor

### Students

Nicholas Maselli  
School of Medicine  
Faculty Advisor

2009 -- 2011

### Grants

**Agency:** Olympus  
**Grant Number:**

2015 -- Current

**Principal Investigator (PI):** David Cave, MD

**CoPI:** Joseph Tennyson, MD

**Title:** A comparison of early deployment of a video capsule (Endocapsule EC-10) in the Emergency Department versus conventional work-up of non-hematemesis gastrointestinal bleeding with late capsule endoscopy.

**Description:** Evaluation of the ED deployment of Video Capsule Endoscopy in non-hematemesis GI bleeds investigating reduction in procedures, length of stay, and blood products administered.

**Total, direct & indirect costs:** \$146,575

**Role:** Co-Principal Investigator

### Current Unfunded Projects

#### **Retrospective Analysis of an EMS Physician Medical Control Database**

2016 – Current

Our EMS physicians provide a Medical Control System for all affiliated EMS Services. We are conducting a descriptive review of the nature of calls made to the Medical Control Number and the degree to which outcomes were altered by the process. Under IRB review.

#### **Cost-Benefit Analysis of Helicopter EMS vs Ground Critical Care**

2016 – Current

We are reviewing outcomes and estimated costs of patients who underwent transport by Helicopter or by the same critical care crew configuration in a ground vehicle. Data Collection is underway.

#### **Apneic Oxygenation in Prehospital Rapid Sequence Intubation**

2015 – Current

This project will evaluate the frequency of hypoxic episodes during Prehospital Rapid Sequence Intubation using a nasal cannula for passive delivery of oxygen during the procedure. It is being conducted by Christian Grant, Paramedic under my mentorship.

#### **Retrospective Analysis of Injury Patterns at Concert Venues with Mosh Pits**

2014 – Current

Patient presentation rates for Rock Concerts are published and well-established. We are reviewing the presentation rates and injury patterns at concerts with defined "Mosh Pits". This is based on retrospective review of cases presenting to the first-aid tent at 8 events over a 4 year period. Manuscript Preparation underway.

**Clinical Practice****Certification and Licensure**

Board Certified, Emergency Medical Services American Board of Emergency Medicine	2015
Board Certified, Emergency Medicine, American Board of Emergency Medicine	2009
Massachusetts Medical License, Active	2005

**Clinical Discipline**

Discipline: Emergency Medicine	2008 -- Current
Specialty: Emergency Medical Services	2008 -- Current

**Clinical Activities**

Attending Emergency Physician Clinton Hospital Clinton MA (per diem)	2014 -- Current
Attending Emergency Physician University of Massachusetts Medical Center Worcester MA (273 hours/year)	2008 -- Current
Attending Emergency Physician Marlborough Hospital Marlborough MA (546 hours/year)	2008 -- Current
Moonlighter, Surgical Intensive Care Unit University of Massachusetts Medical Center Worcester, MA	2007 -- 2008
Flight Physician UMassMemorial LifeFlight Worcester, MA	2005 -- Current

**Clinical Innovations and Quality Improvement Projects**

Medical Control System	2012
Conceived, developed and implemented a VOIP medical Control system for affiliated EMS services, removing as many as 1000 calls per year from the Emergency Department on-duty physicians and directing complex EMS decision-making calls to Board Certified or in-training EMS Physicians.	
EMS Affiliate Hospital Quality Assurance Plan	2009
Conceived, developed and implemented Quality Assurance Plan used as the standard QA plan for all EMS agencies affiliated with UMass Memorial Medical Center, UMass Memorial Marlborough Hospital, and UMass Memorial Clinton Hospital.	

## Publications

### Peer-reviewed publications

1. Monte, Andrew A.; Mandell, Todd; Wilford, Bonnie B.; **Tennyson, Joseph**; Boyer, Edward W.. "Diversion of Buprenorphine/Naloxone Coformulated Tablets in a Region with High Prescribing Prevalence" *Journal of Addictive Diseases* 28.3 (2009). 10 Jul. 2009  
PMID:20155591
2. **Tennyson, J.**, Quale, MR. "Reduction in STEMI Transfer Times Utilizing a Municipal "911" Ambulance Service" *Prehospital and Disaster Medicine*. *Prehosp Disaster Med.* 2014 Jan 22:1-4  
PMID:24451292
3. **Tennyson, J.**, Maranda, L., Darnobid, A. "Knowledge and Beliefs of EMS Providers Toward Lights and Siren Transportation" *West J Emerg Med.* 2015 May;16(3):465-71.
4. **Tennyson, J.** "Controversies in the Care of the Acute Asthmatic in the Prehospital and Emergency Department Environments" *Current Emergency and Hospital Reports.* 2015 Sept.; 3(3): 154-161
5. Marshall, R.T., Kotecha, H, **Tennyson, J.** "Thoracic Spine Fracture in a Survivor of Out-of-Hospital Cardiac Arrest with Mechanical CPR", *Prehospital and Disaster Medicine, Accepted and Pending Publication*
6. **Tennyson, J.**, Ford-Webb, T, Weisberg, S, LeBlanc, D. Endotracheal Tube Cuff Pressures in Patients Intubated by Referral Agencies in a Helicopter EMS System., *Submitted to West J Emerg Med. Currently under peer review.*

### Books & Chapters

1. **Tennyson, J.**, Weisberg, S.N., Quale, M. "Musculoskeletal Injuries" In: Cooney's EMS Medicine (Derek Cooney, Ed) McGraw-Hill, New York. 2016
2. Weisberg, S.N., **Tennyson, J.**, King, M, Leinbaugh, E. "Cardiovascular Emergencies" In: Cooney's EMS Medicine (Derek Cooney, Ed) McGraw-Hill, New York. 2016

## Invited Presentations

### International

1. *Prehospital Integration into STEMI Systems of Care* 2014  
Critical Care Days in Pécs, September 26, 2014  
Faculty of Health Sciences, University of Pécs, Pécs, Hungary

### Regional

1. The Bugs Among Us: Common Infectious Diseases and the EMS Provider" 2002  
*FreeFall EMS Conference*, Framingham, MA
2. "A Belly Full of Trouble: The Acute Abdomen," 2001  
*FreeFall EMS Conference*, Framingham, MA
3. "Out of Breath: Differentiation and Care of Respiratory Disorders", 2000  
*FreeFall EMS Conference*, Framingham, MA

## Other Presentations, Posters & Abstracts

### International Meetings

1. John Broach, MD, MPH, Donna O'Connor, BS, RN, Taryn Kennedy, MD, **Joseph Tennyson, MD**, Mary-Elise Manuell, MD, MA, FACEP, Andrew Milsten, MD, MS, FACEP. *Measles Exposure Management in the ED – A Model for Mass Exposure Management*. Oral presentation at The 2<sup>nd</sup> International Conference on Preparedness & Response to Emergencies & Disasters and Health Care System (IPRED) (Tel Aviv, Israel – January 15-19, 2012).

### National Meetings

1. Darnobid, A, **Tennyson,J**, , "Knowledge and Beliefs of EMS Providers Toward Lights and Siren Transportation". American College of Emergency Physicians Scientific Assembly, San Francisco, CA, October 15-18, 2011
2. Quale, M, **Tennyson,J**, , "Reduction in Inter-facility Transport Times for Patients with ST-Segment Elevation Myocardial Infarction (STEMI) Through Use of the Municipal "911" Ambulance Service". American College of Emergency Physicians Scientific Assembly, Denver, CO, October 8-11, 2012
3. **Tennyson,J**, Weisberg,S, Ford-Webb,T, Leblanc, D Endotracheal Tube Cuff Pressures in Patients Intubated by Referral Agencies in a Helicopter EMS System. American College of Emergency Physicians Scientific Assembly, Chicago, IL, October 27-30, 2014

### Local/Regional Meetings

1. **Tennyson,J**, DeMesquita, D, "The Activity of Potato-Derived Tyrosinase in Varying Storage Temperatures". 5th Annual Conference on Undergraduate Research, Scholarly, Creative, and Public Service Activities

## Professional Development

Advanced Disaster Life Support National Disaster Life Support Foundation	2013
Basic Disaster Life Support National Disaster Life Support Foundation	2013
National Medical Directors Course and Practicum National Association of EMS Physicians Tucson, AZ	2012
Junior Faculty Development Program University of Massachusetts Medical School Worcester, MA	2010 – 2011
Aircraft Ditching Course Survival Systems USA Groton, CT	2010

## Committee Assignments and Administrative Service

### Department, School, and University

Patient Care Assessment Committee (Member)	2015 – Current
--	----------------

UMass Memorial Marlborough Hospital, Marlborough, MA Medical Executive Committee (Member)	2015 – Current
UMass Memorial Marlborough Hospital, Marlborough, MA Medical Staff Quality Assurance Committee (Member)	2015 – Current
UMass Memorial Marlborough Hospital, Marlborough, MA ICU Committee (Member)	2015 – Current
UMass Memorial Marlborough Hospital, Marlborough, MA Stroke Committee (Member)	2015 – Current
UMass Memorial Marlborough Hospital, Marlborough, MA Emergency Department Quality Review Committee (Chair)	2015 – Current
UMass Memorial Marlborough Hospital, Marlborough, MA Transitions of Care Committee (Member), UMass Memorial Healthcare, Worcester, MA	2012 -- 2013
Emergency Department Information System Core Committee (Member), UMass Memorial Healthcare, Worcester, MA	2012 -- 2013
LifeFlight Administration Committee (Member), UMass Memorial LifeFlight, Worcester, MA	2009 – Current
LifeFlight Safety Committee (Member), UMass Memorial LifeFlight, Worcester, MA	2007 -- Current

#### External Professional Service

Substance Abuse Prevention Coalition City of Marlborough Mayor's Office Marlborough, MA	2015 – Current
EMS Committee (Member), Massachusetts College of Emergency Physicians	2015 – Current
EMS Committee (Member), American College of Emergency Physicians	2014 -- Current
Medical Services Subcommittee of EMCAB (Member), Department of Public Health, Commonwealth of Massachusetts	2014 -- Current
Emergency Medical Care Advisory Board (EMCAB) (Member), Department of Public Health, Commonwealth of Massachusetts	2013 -- Current
Board of Directors (Member), Massachusetts College of Emergency Physicians	2012 -- Current
EMS Committee (Chair), Massachusetts College of Emergency Physicians	2011 -- 2015
Air Medical Transport Section (Member), American College of Emergency Physicians	2011 -- Current
EMS/Prehospital Care Section (Member), American College of Emergency Physicians	2011 -- Current
Medical Control Committee (Member), MetroBoston EMS Council (Region IV), Burlington, MA	2010 -- Current
Air Medical Service Ad Hoc Committee (Member), National Association of EMS Physicians	2010 -- Current

DEA REGISTRATION NUMBER	THIS REGISTRATION EXPIRES	FEE PAID
FT0583042	11-30-2016	\$731
SCHEDULES	BUSINESS ACTIVITY	ISSUE DATE
2,2N, 3,3N,4,5.	PRACTITIONER	11-19-2013
TENNYSON, JOSEPH C. MD U-MASS MEDICAL CENTER DEPT OF EMERGENCY MEDICINE 55 LAKE AVENUE NORTH WORCESTER, MA 01655-0000		

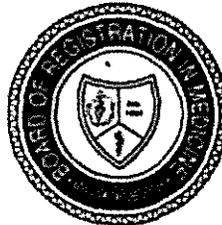
CONTROLLED SUBSTANCE REGISTRATION CERTIFICATE  
 UNITED STATES DEPARTMENT OF JUSTICE  
 DRUG ENFORCEMENT ADMINISTRATION  
 WASHINGTON D.C. 20537

Sections 304 and 1098 (21 USC 824 and 858) of the Controlled Substances Act of 1970, as amended, provide that the Attorney General may revoke or suspend a registration to manufacture, distribute, dispense, import or export a controlled substance.

THIS CERTIFICATE IS NOT TRANSFERABLE ON CHANGE OF OWNERSHIP, CONTROL, LOCATION, OR BUSINESS ACTIVITY, AND IT IS NOT VALID AFTER THE EXPIRATION DATE.



**Active License**



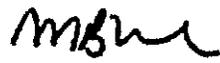
Joseph C Tennyson M.D.  
 Department of Emergency  
 Medicine  
 55 Lake Ave North  
 Worcester, MA 01655  
 Lic. # 233764  
 Expires: 06/03/2016

The Commonwealth of Massachusetts  
 DEPARTMENT OF PUBLIC HEALTH, DRUG CONTROL PROGRAM  
 99 CHURCH STREET, 11TH FLOOR, BOSTON, MA 02111

**REGISTRATION**  
 In Accordance with Massachusetts General Laws Chapter 94C

NUMBER	ISSUED	TYPE
MT0689539A	06/03/2016	CONTROLLED SUBSTANCES
ISSUED TO		SCHEDULES
TENNYSON, JOSEPH C. MD UNIV OF MASS MEDICAL SCHOOL DEPT. OF EMERGENCY MEDICINE 55 LAKE AVENUE NORTH WORCESTER, MA 01655		II,III,IV,V,VI

RECIPIENT'S COPY

  
 COMMISSIONER OF PUBLIC HEALTH  
**697528**



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 JUL 21 A 11:41

*City of Marlborough*  
*Office of the Mayor*

140 Main Street

Marlborough, Massachusetts 01752

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

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

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

**Re: Reappointments to the Board of Health**

Honorable President Clancy and Councilors:

I am pleased to submit for your review and approval the reappointments of Robin Williams and James Griffin to the Marlborough Board of Health for two-year terms to expire the first Monday in February 2018.

Ms. Williams and Mr. Griffin have both been excellent members on our Board of Health throughout their current terms. They bring many years of public health and medical experience to the Board and have worked closely with the Health Department to ensure it runs smoothly and promotes healthy living across the City.

Traditionally, Board of Health members have three year terms, but since they are all expired at this time, I request that Ms. Williams and Mr. Griffin be approved to serve a two-year term with the new member Dr. Tennyson serving a three-year term. This will help stagger some of the term expirations.

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

Sincerely,

Arthur G. Vigeant  
Mayor



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CITY OF MARLBOROUGH

2016 JUL 21 A 11:41

# City of Marlborough

## Office of the Mayor

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*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

### **Re: Board of Registrars Reappointment**

Honorable President Clancy and Councilors:

I am submitting for your approval the reappointment of Elizabeth Evangelous to the Board of Registrars for a three-year term to expire April 1, 2019.

City Clerk Lisa Thomas informed me that Ms. Evangelous does an exemplary job on the Board and her experience and hard work will be asset during her term. She serves with enthusiasm and civic pride and was instrumental in aiding our health care facilities and provided door-to door service when asked. Her contributions to the board are invaluable especially in preparation for upcoming elections.

Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant  
Mayor



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CITY OF MARLBOROUGH

2016 JUL 21 A 11:47

# City of Marlborough

## Office of the Mayor

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 21, 2016

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

### **Re: Appointment of Thomas Pope to the Zoning Board of Appeals**

Honorable President Clancy and Councilors:

I have submitted for your review and approval the appointment of Thomas Pope to the Zoning Board of Appeals for a five-year term to expire from the date of City Council approval.

Mr. Pope is well-known around Marlborough as a valued member of the community who volunteers his time as a member (and past president) of the Marlborough Fraternal Order of Eagles. He has volunteered with the Boy Scouts, Marlborough Youth Baseball, and many other community groups and organizations. As a longtime professional in the real estate sector, Mr. Pope's background and experience prepares him well to serve on the Zoning Board of Appeals

I have attached a copy of his resume.

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

**THOMAS C. POPE**  
114 Houde Street  
Marlborough, MA 01752  
508-460-1584  
tpope@massdevelopment.com

---

### **SUMMARY**

Highly skilled professional with extensive experience in facilities and property management. Diverse skill set includes negotiating with vendors, managing large scale projects, and designing databases based on business needs. Excellent written and verbal communication skills.

### **PC SKILLS**

MS Word, Excel, Access, PowerPoint  
Property Management Software: Yardi and MRI

### **SELECTED ACCOMPLISHMENTS**

- Designed, implemented, and coordinated the software training for 42 employees across four states.
- Managed 1,571,624 square feet of retail shopping centers throughout New England.
- Managed 180,000 square feet of first class office building space in Boston.
- Obtained expertise in and implemented high-end property management software at a property management company.
- Managed 1,245,605 square feet of retail shopping centers throughout Florida.
- Maintained contractual relationships with tenants and vendors, and maintained properties on a short and long term basis.
- Testified on behalf of company in depositions regarding insurance claims.
- Collaborated with local agencies regarding regulations.

### **PROFESSIONAL EXPERIENCE**

HERITAGE REALTY MANAGEMENT, INC./, Boston, MA 1983-2001  
NET PROPERTIES MANAGEMENT, INC.

**Corporate Administrator (1995-2001)**

**Assistant Property Manager and Leasing Representative (1987-1995)**

**Property Manager and Director of Leasing, Lighthouse Point, FL (1983-1987)**

MASSDEVELOPMENT, Devens, MA 2001-Present

**Assistant Vice President Real Estate - Asset Management**

Manage and supervise the redevelopment of 4,400 acres of the former Ft. Devens, Devens.

Managed and supervised the redevelopment of the former Kerr Tread Mill Complex into the South Coast Research & Technology Park., Fall River

### **EDUCATION**

**Bachelors Degree, BENTLEY COLLEGE, Waltham, MA**  
Hold Certificate, MRI Property Management Software, Management Reports International

### **AFFILIATIONS**

Associate Member, International Council of Shopping Centers, 1983-1998



# MIRICK O'CONNELL

ATTORNEYS AT LAW

David K. McCay  
Mirick O'Connell  
1800 West Park Drive, Suite 400  
Westborough, MA 01581-3926  
dmccay@mirickoconnell.com  
t 508.860.1460  
f 508.983.6273

July 21, 2016

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 JUL 21 A 10:51

**HAND DELIVERED**

Councilor Edward Clancy, President  
Marlborough City Council  
City Hall  
Marlborough, MA 01752

Re: Proposed Zoning Amendment Allowing Assisted Living Facilities

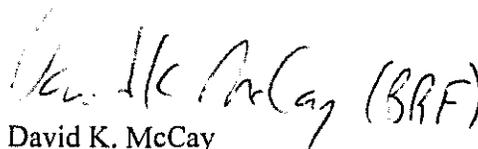
Dear Councilor Clancy:

I represent BSL Marlborough Development LLC, the prospective buyer of approximately 15 acres of land located on the eastern side of Route 85 (Bolton Street) at the southern corner of Poirier Drive, the entrance road to Marlborough High School. The land is currently owned by Richard and Jill Cochrane, and is located entirely within the Residence A-2 Zoning District.

As noted in the enclosed Letter of Authorization, Richard and Jill Cochrane, whose property would be affected by this proposal, request in accordance with M.G.L. c. 40A, § 5 that the City Council consider amending the Zoning Ordinance as specified in the attached Proposed Order, to allow assisted living facilities in certain zoning districts. Please refer this matter to the Planning Board and take the appropriate steps for review by the City Council.

Pursuant to City Council Order No. 91-3822A, I am notifying you that Mirick O'Connell is representing BSL Marlborough Development LLC in this matter before the City Council.

Very truly yours,

  
David K. McCay

DKM/ljg  
Enclosures

cc: Client  
Arthur P. Bergeron, Esq.  
Brian R. Falk, Esq.

MIRICK, O'CONNELL, DEMALLIE & LOUGEE, LLP

WORCESTER | WESTBOROUGH | BOSTON

www.mirickoconnell.com

**PROPOSED CITY COUNCIL ORDER**

**ORDERED:**

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, as most recently amended, be further amended as follows:

1. In Section 650-5.B, amending the definition of "Boardinghouse or Lodging House" to read as follows (new text underlined):

**BOARDINGHOUSE or LODGING HOUSE**

A building or a portion thereof in which rooms or suites of rooms are let for fee as places of human habitation, either permanently or transiently, to four or more persons or which requires a license as required by MGL c. 140, § 22 et seq., as amended. The term "boardinghouse or lodging house" shall exclude convalescent homes, nursing homes, assisted living facilities, shelters, hotels and motels which are licensed as such pursuant to applicable state law.

2. Adding to the Table of Use Regulations, Section 650-17, a category for "Assisted Living Facilities" under "Residential Uses", as follows:

	Zoning District Abbreviations											
	RR	A-1	A-2	A-3	RB	RC	RCR	B	CA	LI	I	MV
<b>Residential Use</b>												
Assisted Living Facilities	SP	SP	SP	SP	SP	N	N	N	N	N	N	N

3. Adding to Section 650-18, Conditions for Use, new subsection 650-18.A(44) as follows:

(44) Assisted living facilities shall only be located on lots with an area of at least 10 acres and with at least 250 feet of frontage along Route 85.

4. Adding to Section 650-48.A a new item (16) as follows:

(16) Assisted living facility: half a space for each bed.

ADOPTED  
In City Council  
Order No. 16-

Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

Richard and Jill Cochrane  
2 Turtle Creek Circle  
Shrewsbury, MA 01545

June 15, 2016

Councilor Edward Clancy, President  
Marlborough City Council  
City Hall  
Marlborough, MA 01752

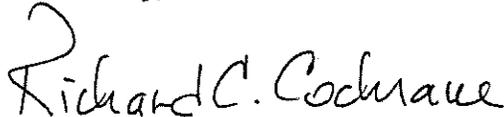
RE: Proposed Zoning Amendment Allowing Assisted Living Facilities

Dear Councilor Clancy:

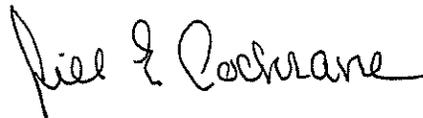
Please be advised that the undersigned, Richard C. Cochrane and Jill E. Cochrane, are the owners of the properties located at 421 Bolton Street, Assessors Map 30, Parcels 13 and 14 (the "Property"), and do hereby authorize Mirick O'Connell, on behalf of BSL Marlborough Development LLC, to submit to the City Council for consideration a proposed zoning amendment allowing assisted living facilities, which would affect the Property.

Thank you for your time and attention to this matter.

Sincerely,



Richard C. Cochrane



Jill E. Cochrane

July 19, 2016

Councilor Edward Clancy, President Marlborough City Council  
City Hall  
Marlborough, MA 01752

**Re: Apex Center- Special Permit Application for Proposed Restaurant with a Drive-through, 157 Apex Drive, Marlborough, MA**

Dear Councilor Clancy and Councilors:

Enclosed please find Apex WR 1031 LLC's and Walker Realty LLC's (collectively the "Applicant") application for the following Special Permit related to a proposed restaurant with a drive-through at 157 Apex Drive:

- 1) Special Permit to allow for the use of a third restaurant with a drive-through within the HRMUOD pursuant to Article VI, Section 650, Paragraph 35, Sub-paragraphs E(2)(b) and I(1); and
- 2) Any additional permit relief deemed necessary and appropriate in City Council's discretion.

Please accept the attached application along with supplemental materials including plans of the proposed restaurant and drive-through, certified abutters list, and check for filing. Kindly process in your usual manner and place on the agenda for the next available meeting of the City Council scheduled for August 29, 2016. We look forward to discussing this application in greater detail with the City Council. Thank you for your attention to this matter. Please do not hesitate to contact me directly with any questions.

Very truly yours,

  
Kevin S. Eriksen

CITY OF MARLBOROUGH  
OFFICE OF THE CITY CLERK

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

2016 JUL 21 A 8:38

1. Name and address of Petitioner or Applicant:

Apex WR 1031 LLC / Walker Realty LLC

2. Specific Location of property including Assessor's Plate and Parcel Number.

157 Apex Drive (Map 78, Parcels 12, 14, 38, 39; Map 89, Parcel 77)

3. Name and address of owner of land if other than Petitioner or Applicant:

Same as above

4. Legal interest of Petitioner or Applicant (owner, lessee, prospective owner, etc.)

5. Specific Zoning Ordinance under which the Special Permit is sought:

Article VI Section 650 Paragraph 35 Sub-paragraph E(3)(b), I(2)

6. Zoning District in which property in question is located:

And any additional relief deemed necessary from City Council.

B 2 HRMUOD

7. Specific reason(s) for seeking Special Permit

To allow for a food service drive through beyond the two (2) drive throughs permitted as of right within the HRMUOD and any additional relief deemed necessary by the City Council.

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HEREWITH AND MADE PART OF SAID PETITION.

[Signature]  
Signature of Petitioner or Applicant

Address: 4 Lan Drive  
Westford MA 01886

Telephone No. 978-692-9450

LIST OF NAMES AND ADDRESS OF ABUTTERS  
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

Apex WR 1031 LLC / Walker Realty LLC  
(Name of Petitioner)

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH UNDER CHAPTER 650, ZONING, OF THE CODE OF THE CITY OF MARLBOROUGH.

(Abutters as defined in §650-59, Section 4H, Powers and Procedure of Special-Permit Granting Authorities

77  
RFP LINCOLN 293 LLC  
ATTN LINCOLN PROPERTY CO  
67 FOREST ST  
MARLBOROUGH, MA 01752

78  
62 REALTY LLC  
ATTN TIMOTHY PRESTON  
241 BOSTON POST RE W 2ND FL  
MARLBOROUGH, MA 01752

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P O BOX 902  
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C/O RK CENTERS  
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NEEDHAM, MA 02494

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BUCCHINO NOREEN C  
RONALD L BUCCHINO  
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98 GLEN ST LLC  
C/O MARK REGIS  
1 BUSH RD  
HUDSON, MA 01749

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MARGARET T MCDOUGALL REVOCABLE  
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SAN DIEGO, CA 92121

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**SPECIAL PERMIT-SUMMARY IMPACT STATEMENT**

Applicant's Name: <sup>Walker Realty LLC/</sup> Apex WR1031 LLC Address: 4 Lan Drive, Westford MA 01586

Project Name: Apex Center Address: 157 Apex Drive

1. PROPOSED USE: (describe) Restaurant

2. EXPANSION OR NEW: New

3. SIZE: floor area sq. ft. 3,300 +/- 1<sup>st</sup> floor 3,300 +/- all floors 3,300 +/-  
# buildings 1 # stories 1 lot area (s.f.) 43.3 acres +/-

4. LOT COVERAGE: 45.9 % Landscaped area: See Apex landscape plan %

5. POPULATION ON SITE: Number of people expected on site at anytime:  
Normal: 20 +/- Peak period: 40 +/-

6. TRAFFIC:

(A) Number of vehicles parked on site:

During regular hours: 20 +/- Peak period: 40 +/-

(B) How many service vehicles will service the development and on what schedule?

Six (6) per 12 hour day, seven (7) days per week.

7. LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property? Per Apex Center lighting plan

8. NOISE:

(A) Compare the noise levels of the proposed development to those that exist in the area now.

Proposed use is not expected to increase noise levels over existing conditions

(B) Describe any major sources of noise generation in the proposed development and include their usual times of operation. None.

9. AIR: What sources of potential air pollution will exist at the development? None.

10. WATER AND SEWER: Describe any unusual generation of waste. None.

11. HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed? None.

**\*Attach additional sheets if necessary**



CITY OF MARLBOROUGH  
MARLBOROUGH, MASSACHUSETTS 01752

City Hall  
140 Main St.

Marlborough, Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: 7/20/16

SPECIAL PERMIT APPLICATION  
CERTIFICATION BY PLANNING DEPARTMENT

Project Name: Apex Center

Project Use Summary: Proposed restaurant with drive through

Project Street Address: 152 Apex Drive

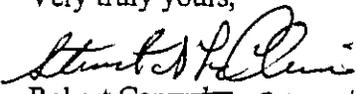
Plate: 78 89 Parcel: 12, 14, 38, 39 77

Applicant/Developer Name: Apex WR 1031, LLC / Walker Realty, LLC

Plan Date: 7/14/16 Revision Date: \_\_\_\_\_

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,  
  
Robert Camacho *Stuart LeClair*  
Interim Building Commissioner

Application Fee to submit to  
City Clerk's office  
\$ 500.00

**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**



**Lisa M. Thomas  
City Clerk**

Dear Applicant,

To ensure that each department listed below receives a copy of your completed Special Permit application, please hand-deliver to each department as instructions indicate below.

**PLACE A CHECK-MARK AFTER HAND-DELIVERING THE APPLICATION TO THE FOLLOWING DEPARTMENTS AND SIGN YOUR NAME & DATE IT ACCORDINGLY. MAKE SURE THIS PAGE IS SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH THE COMPLETED APPLICATION. THE CITY CLERK'S OFFICE WILL NOT ACCEPT THE APPLICATION WITHOUT THE SIGNATURE OF THE APPLICANT OR PETITIONER AS INDICATED BELOW.**

3 SETS	OFFICE OF THE CITY CLERK	<input checked="" type="checkbox"/>
1 SET	POLICE CHIEF	<input checked="" type="checkbox"/>
1 SET	FIRE CHIEF	<input checked="" type="checkbox"/>
1 SET	CITY ENGINEER	<input checked="" type="checkbox"/>
1 SET	CITY PLANNER	<input checked="" type="checkbox"/>
1 SET	CONSERVATION OFFICER (IF WETLANDS AFFECTED)	<input checked="" type="checkbox"/>
1 SET	BUILDING INSPECTOR	<input checked="" type="checkbox"/>
12 SETS	OFFICE OF THE CITY COUNCIL	<input checked="" type="checkbox"/>

  
\_\_\_\_\_  
Signature

7/20/16  
\_\_\_\_\_  
Date

Thank you for your cooperation in this matter.

Sincerely,

*Lisa M. Thomas*  
*City Clerk*



**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**

**Lisa M. Thomas  
City Clerk**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Municipal tax returns and paid all Municipal taxes required under law.

**Company Name**

Apex WR 1031 LLC

**Owner Name/Officer Name of LLC or Corporation**

Robert A. Walker, Manager

**Owner/Officer Complete Address and Telephone Number**

4 Lan Drive

Westford MA 01886

978-692-9450

**Signature of Applicant**

[Handwritten Signature]

**Attorney on behalf of Applicant, if applicable**

[Handwritten Signature]

The Special Permit Package will not be accepted unless this certification clause is signed by the applicant and the Tax Collector.

Eileen Brustre

**Tax Collector**

July 19, 2016

Councilor Edward Clancy, President Marlborough City Council  
City Hall  
Marlborough, MA 01752

**Re: Apex Center- Special Permit Application for Proposed Veterinary Hospital  
58 Apex Drive, Marlborough, MA**

Dear Councilor Clancy and Councilors:

Enclosed please find Apex WR 1031 LLC's and Walker Realty LLC's (collectively the "Applicant") application for the following Special Permit related to a proposed veterinary hospital at 58 Apex Drive:

- 1) Special Permit to allow for the use of a veterinary hospital in the HRMUOD pursuant to Article VI, Section 650, Paragraph 35, Sub-paragraphs E(2)(e) and I(1); and
- 2) Any additional permit relief deemed necessary and appropriate in City Council's discretion.

Please accept the attached application along with supplemental materials including plans of the proposed veterinary hospital, certified abutters list, and check for filing. Kindly process in your usual manner and place on the agenda for the next available meeting of the City Council scheduled for August 29, 2016. We look forward to discussing this application in greater detail with the City Council. Thank you for your attention to this matter. Please do not hesitate to contact me directly with any questions.

Very truly yours,



Kevin S. Eriksen

CITY OF MARLBOROUGH  
OFFICE OF THE CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 JUL 21 A 8:38

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

1. Name and address of Petitioner or Applicant:

Apex WR 1031 LLC / Walker Realty LLC

2. Specific Location of property including Assessor's Plate and Parcel Number.

58 Apex Drive (Map 78, Parcels 13, 14, 38, 39; Map 89, Parcel 77)

3. Name and address of owner of land if other than Petitioner or Applicant:

Same as above

4. Legal interest of Petitioner or Applicant (owner, lessee, prospective owner, etc.)

5. Specific Zoning Ordinance under which the Special Permit is sought:

Article VI Section 650 Paragraph 35 Sub-paragraph E(2)(c), I(1)

6. Zoning District in which property in question is located:

B P HRMUOD

7. Specific reason(s) for seeking Special Permit

To allow for a veterinary hospital use  
in the HRMUOD, and any additional relief  
deemed necessary from City Council.

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HEREWITH AND MADE PART OF SAID PETITION.

[Signature]  
Signature of Petitioner or Applicant

Address: 4 Lan Drive

Westford MA 01886

Telephone No. 978-692-9450

Date: \_\_\_\_\_

LIST OF NAMES AND ADDRESS OF ABUTTERS  
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

Apex WB1031 LLC / Walker Realty LLC  
(Name of Petitioner)

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF  
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**SPECIAL PERMIT-SUMMARY IMPACT STATEMENT**

Applicant's Name: <sup>Walker Realty LLC /</sup> Apex W/R 1031 LLC Address: 4 Lan Drive, Westford MA 01886

Project Name: Apex Center Address: 58 Apex Drive

1. PROPOSED USE: (describe) Veterinary hospital

2. EXPANSION OR NEW: New

3. SIZE: floor area sq. ft. 5250 +/- 1<sup>st</sup> floor 5250 +/- all floors 5250 +/-  
# buildings 1 # stories 1 lot area (s.f.) 43.3 acres +/-

4. LOT COVERAGE: 45.9 %Landscaped area: See Apex Landscape plan

5. POPULATION ON SITE: Number of people expected on site at anytime:  
Normal: 20 +/- Peak period: 40 +/-

6. TRAFFIC:

(A) Number of vehicles parked on site:

During regular hours: 10 +/- Peak period: 16 +/-

(B) How many service vehicles will service the development and on what schedule?

Minimal service vehicles for ordinary deliveries are expected.

7. LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property? Per Apex Center lighting plan

8. NOISE:

(A) Compare the noise levels of the proposed development to those that exist in the area now.

Proposed use is not expected to increase noise levels over existing conditions

(B) Described any major sources of noise generation in the proposed development and include their usual times of operation. None.

9. AIR: What sources of potential air pollution will exist at the development? None.

10. WATER AND SEWER: Describe any unusual generation of waste. None.

11. HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed? None.

\*Attach additional sheets if necessary



CITY OF MARLBOROUGH  
MARLBOROUGH, MASSACHUSETTS 01752

City Hall

140 Main St.

Marlborough, Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: 7/20/16

SPECIAL PERMIT APPLICATION  
CERTIFICATION BY PLANNING DEPARTMENT

Project Name: Apex Center

Project Use Summary: Proposed Veterinary Hospital

Project Street Address: 58 Apex Drive

Plate: 78 89 Parcel: 12, 14, 38, 39 77

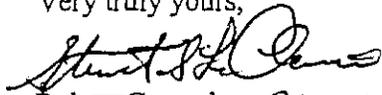
Applicant/Developer Name: Apex WR 1031, LLC / Walker Realty, LLC

Plan Date: 7/14/16 Revision Date: \_\_\_\_\_

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,

  
~~Robert Canache~~ Stuart LeClaire  
Interim Building Commissioner

Application Fee to submit to  
City Clerk's office

\$ 500.00

**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**



**Lisa M. Thomas  
City Clerk**

Dear Applicant,

To ensure that each department listed below receives a copy of your completed Special Permit application, please hand-deliver to each department as instructions indicate below.

**PLACE A CHECK-MARK AFTER HAND-DELIVERING THE APPLICATION TO THE FOLLOWING DEPARTMENTS AND SIGN YOUR NAME & DATE IT ACCORDINGLY. MAKE SURE THIS PAGE IS SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH THE COMPLETED APPLICATION. THE CITY CLERK'S OFFICE WILL NOT ACCEPT THE APPLICATION WITHOUT THE SIGNATURE OF THE APPLICANT OR PETITIONER AS INDICATED BELOW.**

3 SETS	OFFICE OF THE CITY CLERK	<input checked="" type="checkbox"/>
1 SET	POLICE CHIEF	<input checked="" type="checkbox"/>
1 SET	FIRE CHIEF	<input checked="" type="checkbox"/>
1 SET	CITY ENGINEER	<input checked="" type="checkbox"/>
1 SET	CITY PLANNER	<input checked="" type="checkbox"/>
1 SET	CONSERVATION OFFICER (IF WETLANDS AFFECTED)	<input checked="" type="checkbox"/>
1 SET	BUILDING INSPECTOR	<input checked="" type="checkbox"/>
12 SETS	OFFICE OF THE CITY COUNCIL	<input checked="" type="checkbox"/>

Signature

Date

Thank you for your cooperation in this matter.

Sincerely,

*Lisa M. Thomas  
City Clerk*

**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**



**Lisa M. Thomas  
City Clerk**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Municipal tax returns and paid all Municipal taxes required under law.

Company Name

Apex WR 1031 LLC

Owner Name/Officer Name of LLC or Corporation

Robert A. Walker, Manager

Owner/Officer Complete Address and Telephone Number

4 Lan Drive

Westford MA 01886

978-692-9450

Signature of Applicant

Attorney on behalf of Applicant, if applicable

The Special Permit Package will not be accepted unless this certification clause is signed by the applicant and the Tax Collector.

Eileen Brestve

Tax Collector

**RYAN**  
DEVELOPMENT LLC

July 19, 2016

Councilor Edward Clancy, President Marlborough City Council  
City Hall  
Marlborough, MA 01752

**Re: Apex Center- Special Permit Applications for Proposed Primrose Car Wash  
22 Apex Drive, Marlborough, MA**

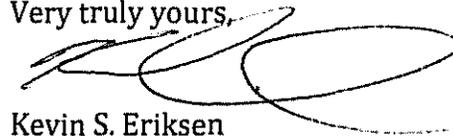
Dear Councilor Clancy and Councilors:

Enclosed please find Ryan Development LLC's (the "Applicant") application for the following Special Permits related to a proposed car wash facility at 22 Apex Drive:

- 1) Special Permit to allow for the use of the car wash in the HRMUOD pursuant to Article VI, Section 650, Paragraph 35, Sub-paragraphs E(2)(f) and I(1);
- 2) Special Permit to allow for a car wash within Zone B of the Water Supply Protection District pursuant to Article VI, Section 650, Paragraph 24, Sub-paragraph G; and
- 3) Any additional permit relief deemed necessary and appropriate in City Council's discretion.

Please accept the attached applications along with supplemental materials including plans of the proposed car wash, certified abutters list, and checks for filing. Kindly process in your usual manner and place on the agenda for the next available meeting of the City Council scheduled for August 29, 2016. We look forward to discussing this application in greater detail with the City Council. Thank you for your attention to this matter. Please do not hesitate to contact me directly with any questions.

Very truly yours,



Kevin S. Eriksen

CITY OF MARLBOROUGH  
OFFICE OF THE CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

2016 JUL 21 A 8:38

1. Name and address of Petitioner or Applicant:

Ryan Development LLC

2. Specific Location of property including Assessor's Plate and Parcel Number.

22 Apex Drive (Map 78, Parcels 12, 14, 38, 39; Map 89, Parcel 77)

3. Name and address of owner of land if other than Petitioner or Applicant:

Apex WA 1031 LLC

4. Legal interest of Petitioner or Applicant (owner, lessee, prospective owner, etc.)

5. Specific Zoning Ordinance under which the Special Permit is sought:

Article VI Section 650 Paragraph 24 Sub-paragraph 6, and any additional permit relief deemed necessary in Council's discretion.

6. Zoning District in which property in question is located:

B and HRMUOD

7. Specific reason(s) for seeking Special Permit

To allow for a car wash in Zone B of the Water Supply Protection District and any additional relief deemed necessary from City Council

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HERewith AND MADE PART OF SAID PETITION.

Signature of Petitioner or Applicant

Address: 4 Lan Drive

Westford MA 01886

Telephone No. 978 692 9450

Date: \_\_\_\_\_

LIST OF NAMES AND ADDRESS OF ABUTTERS  
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

Ryan Development LLC  
(Name of Petitioner)

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF  
MARLBOROUGH UNDER CHAPTER 650, ZONING, OF THE CODE OF THE CITY OF  
MARLBOROUGH.

(Abutters as defined in §650-59, Section 4H, Powers and Procedure of Special-Permit Granting  
Authorities

77  
RFP LINCOLN 293 LLC  
ATTN LINCOLN PROPERTY CO  
67 FOREST ST  
MARLBOROUGH, MA 01752

78  
62 REALTY LLC  
ATTN TIMOTHY PRESTON  
241 BOSTON POST RE W 2ND FL  
MARLBOROUGH, MA 01752

78  
GUTIERREZ ARTURO J TR  
JOHN A CATALDO TR  
200 WHEELER RD  
BURLINGTON, MA 01803

78  
GUTIERREZ ARTURO J TR  
JOHN A CATALDO TR  
200 WHEELER RD  
BURLINGTON, MA 01803

78  
MCDONALDS CORPORATION  
C/O DAVID BALDACCI  
P O BOX 902  
SPENCER, MA 01562

78  
R K ASSOCIATES-MARLBORO INC  
C/O RK CENTERS  
50 CABOT STREET STE 200  
NEEDHAM, MA 02494

78  
BUCCHINO NOREEN C  
RONALD L BUCCHINO  
88 GLEN ST  
MARLBOROUGH, MA 01752

78  
98 GLEN ST LLC  
C/O MARK REGIS  
1 BUSH RD  
HUDSON, MA 01749

78  
GOSSELIN JAMES L  
KAREN J GOSSELIN  
106 GLEN ST  
MARLBOROUGH, MA 01752

78  
R K ASSOCIATES-MARLBORO INC  
C/O RK CENTERS  
50 CABOT STREET STE 200  
NEEDHAM, MA 02494

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R K ASSOCIATES-MARLBORO INC  
C/O RK CENTERS  
50 CABOT STREET STE 200  
NEEDHAM, MA 02494

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MURILLO JACKELINE  
ERWIN ALFREDO MURILLO  
51 CONRAD RD  
MARLBOROUGH, MA 01752

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NUCCIO PETER J  
THERESA M NUCCIO  
116 GLEN ST  
MARLBOROUGH, MA 01752

78  
NEWTON-WALTHAM BANK & TRUST COI  
C/O BANK OF AMERICA ATT CORP RE AS  
101 N TRYON ST  
NCI-001-03-81  
CHARLOTTE, NC 28255

78  
BOSTON POST ROAD BUILDING 65 LLC  
40 MECHANIC ST STE 300  
MARLBOROUGH, MA 01752

78  
MARLBORO NCP I LLC  
C/O CROSSPOINT ASSOCIATES  
300 3RD AVE STE 2  
WALTHAM, MA 02451

78  
GUTIERREZ ARTURO J TR  
JOHN A CATALDO TR  
200 WHEELER RD  
BURLINGTON, MA 01803

78  
GUTIERREZ ARTURO J TR  
JOHN A CATALDO TR  
200 WHEELER RD  
BURLINGTON, MA 01803

78  
GUTIERREZ ARTURO J TR  
JOHN A CATALDO TR  
200 WHEELER RD  
BURLINGTON, MA 01803

78  
BPR EQUITY PARTNERS LLC  
C/O K S PARTNERS LLC  
150 EAST 58TH ST STE 2000  
NEW YORK, NY 10155

78  
FELCOR/CMB MARLBOROUGH HOTEL LI  
545 E JOHN CARPENTER FRWY  
SUITE 1300  
IRVING, TX 75062

78  
KARAPATSAS PAUL  
C/O WENDY'S ATTN BLAKE SNIDER  
ONE DAVE THOMAS BLVD  
DUBLIN, OH 43017

78  
R K ASSOCIATES-MARLBORO INC  
C/O RK CENTERS  
500 CABOT STREET STE 200  
NEEDHAM, MA 02494

79  
MCDONALD JAMES S LI EST  
C/O MARY HELEN MCDONALD  
3531 RTE 115  
NOTRE DAME, NB E4V2E2

79  
ANGERS ROGER G TR  
CONRAD REALTY TRUST  
40 CONRAD RD  
MARLBOROUGH, MA 01752

79  
DELOREY STEVEN  
74 THOMAS DR  
MARLBOROUGH, MA 01752

79  
CONTI MARY K  
35 CONRAD RD  
MARLBOROUGH, MA 01752

79  
OBRIEN JOAN E  
N/O FEDERAL NATIONAL MORTGAGE AS  
3900 WISCONSIN AVE NW  
WASHINGTON, DC 20016

79  
HUANG WEIJUN  
PEI ZHAI  
17 CONRAD RD  
MARLBOROUGH, MA 01752

79  
SARNO KAREN M  
7 CONRAD RD  
MARLBOROUGH, MA 01752

79  
CARVAJAL SERGIO  
LAURELL CHRISTMAS  
62 GLEN ST  
MARLBOROUGH, MA 01752

79  
ALLINSON RICKY  
72 GLEN ST  
MARLBOROUGH, MA 01752

79  
GIOMBETTI DONALD A  
THARON E GIOMBETTI  
80 GLEN ST  
MARLBOROUGH, MA 01752

88  
NORMANDY NICKERSON ROAD LLC  
C/O NORMANDY REAL ESTATE PARTNEF  
53 MAPLE ST  
ATTN JOSEPH ADAMO  
MORRISTOWN, NJ 07960

89  
KORANDANIS ASPASIA  
ARTHUR KORANDANIS  
275 BOSTON POST RD WEST  
MARLBOROUGH, MA 01752

89  
NORMANDY NICKERSON ROAD LLC  
C/O NORMANDY REAL ESTATE PARTNEF  
53 MAPLE ST  
ATTN JOSEPH ADAMO  
MORRISTOWN, NJ 07960

89  
PACIFIC HENRY G JR TR  
188 GLEN ST  
MARLBOROUGH, MA 01752

89  
GIANCOLA JAMEY A  
124 GLEN ST  
MARLBOROUGH, MA 01752

89  
GUSTAFSON ROBERT  
ANNE GUSTAFSON  
134 GLEN ST  
MARLBOROUGH, MA 01752

89  
WYDOM CHRISTOPHER J  
N/O ANDRE & VERONICA DESOUZA  
142 GLEN ST  
MARLBOROUGH, MA 01752

89  
RAHN ROBERT L  
JOYCE S RAHN  
81 CONRAD RD  
MARLBOROUGH, MA 01752

89  
BLACK ERNEST E II  
MARY W BLACK  
73 CONRAD RD  
MARLBOROUGH, MA 01752

89  
CAMPBELL TREVOR  
JENNIFER C CAMPBELL  
65 CONRAD RD  
MARLBOROUGH, MA 01752

89  
DELOREY STEVEN  
MARY J INSANI  
74 THOMAS DR  
MARLBOROUGH, MA 01752

89  
RODRIGUEZ OSCAR  
31 AHLGREN CIR  
MARLBOROUGH, MA 01752

89  
BENDERSON RONALD TR  
RANDALL BENDERSON & DAVID BALDA  
570 DELAWARE AVE  
BUFFALO, NY 14202

89  
KORANDANIS ASPASIA  
275 BOSTON POST RD WEST  
MARLBOROUGH, MA 01752

89  
WILSON JOY  
64 CONRAD RD  
MARLBOROUGH, MA 01752

89  
CASELLA JOSEPH D JR  
JULIE CASELLA  
72 CONRAD RD  
MARLBOROUGH, MA 01752

89  
CZARKOWSKI THOMAS R  
SANDRA A FINN  
80 CONRAD RD  
MARLBOROUGH, MA 01752

89  
BOUTTE RANDY  
YVONNE BOUTTE  
104 CONRAD RD  
MARLBOROUGH, MA 01752

89  
MAYO LEWIS W JR  
LAURA LEE MAYO  
95 CONRAD RD  
MARLBOROUGH, MA 01752

89  
LOJKO PETER M  
SUZANNE M LOJKO  
154 GLEN ST  
MARLBOROUGH, MA 01752

89  
DELEON ALFREDO  
162 GLEN ST  
MARLBOROUGH, MA 01752

89  
FARRINGTON BONNIE M  
103 CONRAD RD  
MARLBOROUGH, MA 01752

89  
BOUFFARD MARCEL R  
CAROL BOUFFARD  
170 GLEN ST  
MARLBOROUGH, MA 01752

89  
KEFALAS MARIA  
EMMANOUIL KOUTSOUROUPIS  
111 CONRAD RD  
MARLBOROUGH, MA 01752

89  
MCDUGALL MARGARET T TR  
MARGARET T MCDUGALL REVOCABLE  
178 GLEN ST  
MARLBOROUGH, MA 01752

89  
JUHANSOO SHARON K  
N/O JAAK JUHANSOO  
2 SPRUCE ST LANE  
FORRESTDALE, MA 02644

89  
FORBES JUSTINA B  
111 TEMPLE RD  
CONCORD, MA 01742-1514

89

FAIRFIELD LIMITED PARTNERSHIP  
5501 MOREHOUSE DR STE 200  
ATTN TAX DEPT 11175  
SAN DIEGO, CA 92121

89

GUTIERREZ ARTURO J TR  
JOHN A CATALDO TR  
200 WHEELER RD  
BURLINGTON, MA 01803

90

PULSIFER JANICE M  
48 CONRAD RD  
MARLBOROUGH, MA 01752

SPECIAL PERMIT-SUMMARY IMPACT STATEMENT

Applicant's Name: Ryan Development LLC Address: 4 Lan Drive, Westford MA 01886

Project Name: Apex Center - Primrose Carwash Address: 22 Apex Drive

1. PROPOSED USE: (describe) Car Wash.

2. EXPANSION OR NEW: New

3. SIZE: floor area sq. ft. 2400 +/- 1st floor 2400 +/- all floors 2400 +/-  
# buildings 1 # stories 1 lot area (s.f.) 43.3 acres +/-

4. LOT COVERAGE: 45.9 %Landscaped area: See Apex Landscape Plan

5. POPULATION ON SITE: Number of people expected on site at anytime:  
Normal: 1 Peak period: 1

6. TRAFFIC:

(A) Number of vehicles parked on site:

During regular hours: 1 Peak period: 1

(B) How many service vehicles will service the development and on what schedule?

Properties receive regular maintenance by Ryan Development LLC weekly or as needed.

7. LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property? Per Apex Center lighting plan.

8. NOISE:

(A) Compare the noise levels of the proposed development to those that exist in the area now.

There is no anticipated increase in noise levels post development.

(B) Described any major sources of noise generation in the proposed development and include their usual times of operation. None. Car Wash is open 24/7.

9. AIR: What sources of potential air pollution will exist at the development? None.

10. WATER AND SEWER: Describe any unusual generation of waste. None

11. HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed? None. See attached MSDS sheets for

Cleaning products

\*Attach additional sheets if necessary



**CITY OF MARLBOROUGH  
MARLBOROUGH, MASSACHUSETTS 01752**

City Hall  
140 Main St.

Marlborough, Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: 7/20/16

**SPECIAL PERMIT APPLICATION  
CERTIFICATION BY PLANNING DEPARTMENT**

Project Name: Promrose Car Wash - Apex Center

Project Use Summary: Car Wash

Project Street Address: 22 Apex Drive

Map 78  
Plate: Map 29 Parcel: 12, 14, 38, 39  
77

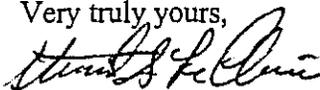
Applicant/Developer Name: Ryan Development LLC

Plan Date: 7/14/16 Revision Date: \_\_\_\_\_

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,

  
Robert Camacho Stuart LeClaire

Interim Building Commissioner

Application Fee to submit to  
City Clerk's office

\$ 500.00

**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**



**Lisa M. Thomas  
City Clerk**

Dear Applicant,

To ensure that each department listed below receives a copy of your completed Special Permit application, please hand-deliver to each department as instructions indicate below.

**PLACE A CHECK-MARK AFTER HAND-DELIVERING THE APPLICATION TO THE FOLLOWING DEPARTMENTS AND SIGN YOUR NAME & DATE IT ACCORDINGLY. MAKE SURE THIS PAGE IS SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH THE COMPLETED APPLICATION. THE CITY CLERK'S OFFICE WILL NOT ACCEPT THE APPLICATION WITHOUT THE SIGNATURE OF THE APPLICANT OR PETITIONER AS INDICATED BELOW:**

- 3 SETS OFFICE OF THE CITY CLERK
- 1 SET POLICE CHIEF
- 1 SET FIRE CHIEF
- 1 SET CITY ENGINEER
- 1 SET CITY PLANNER
- 1 SET CONSERVATION OFFICER (IF WETLANDS AFFECTED)
- 1 SET BUILDING INSPECTOR
- 12 SETS OFFICE OF THE CITY COUNCIL

\_\_\_\_\_  
Signature

7/20/16  
Date

Thank you for your cooperation in this matter.

Sincerely,

*Lisa M. Thomas*  
*City Clerk*

**RYAN**  
DEVELOPMENT LLC

July 19, 2016

Councilor Edward Clancy, President Marlborough City Council  
City Hall  
Marlborough, MA 01752

**Re: Apex Center- Special Permit Applications for Proposed Primrose Car Wash  
22 Apex Drive, Marlborough, MA**

Dear Councilor Clancy and Councilors:

Enclosed please find Ryan Development LLC's (the "Applicant") application for the following Special Permits related to a proposed car wash facility at 22 Apex Drive:

- 1) Special Permit to allow for the use of the car wash in the HRMUOD pursuant to Article VI, Section 650, Paragraph 35, Sub-paragraphs E(2)(f) and I(1);
- 2) Special Permit to allow for a car wash within Zone B of the Water Supply Protection District pursuant to Article VI, Section 650, Paragraph 24, Sub-paragraph G; and
- 3) Any additional permit relief deemed necessary and appropriate in City Council's discretion.

Please accept the attached applications along with supplemental materials including plans of the proposed car wash, certified abutters list, and checks for filing. Kindly process in your usual manner and place on the agenda for the next available meeting of the City Council scheduled for August 29, 2016. We look forward to discussing this application in greater detail with the City Council. Thank you for your attention to this matter. Please do not hesitate to contact me directly with any questions.

Very truly yours,



Kevin S. Eriksen

CITY OF MARLBOROUGH  
OFFICE OF THE CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 JUL 21 A 8:38

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

1. Name and address of Petitioner or Applicant:

Ryan Development LLC

2. Specific Location of property including Assessor's Plate and Parcel Number.

22 Apex Drive (Map 78, Parcels 12, 14, 38, 39; Map 89, Parcel 17)

3. Name and address of owner of land if other than Petitioner or Applicant:

Apex WR 1031 LLC

4. Legal interest of Petitioner or Applicant (owner, lessee prospective owner, etc.)

5. Specific Zoning Ordinance under which the Special Permit is sought:

Article VI Section 650 Paragraph 35 Sub-paragraph E(2)(f), I(1)

6. Zoning District in which property in question is located:

Business & HRMUD

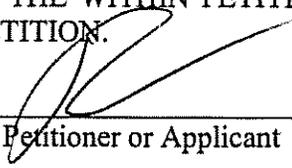
and any additional relief deemed necessary in Council's discretion.

7. Specific reason(s) for seeking Special Permit

To allow for the use of a car wash at Apex Center in the Hospitality and Recreation Mixed Use Overlay District, and any additional relief deemed necessary from City Council

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HERewith AND MADE PART OF SAID PETITION.

  
Signature of Petitioner or Applicant

Address: 4 Lan Drive  
Westford MA 01886

Telephone No. 978-692-9450

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ATTN LINCOLN PROPERTY CO  
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MARLBOROUGH, MA 01752

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62 REALTY LLC  
ATTN TIMOTHY PRESTON  
241 BOSTON POST RE W 2ND FL  
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MCDONALDS CORPORATION  
C/O DAVID BALDACCI  
P O BOX 902  
SPENCER, MA 01562

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C/O RK CENTERS  
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RONALD L BUCCHINO  
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MARLBOROUGH, MA 01752

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HUDSON, MA 01749

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KAREN J GOSSELIN  
106 GLEN ST  
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ERWIN ALFREDO MURILLO  
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THERESA M NUCCIO  
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C/O BANK OF AMERICA ATT CORP RE AS  
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C/O CROSSPOINT ASSOCIATES  
300 3RD AVE STE 2  
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JOHN A CATALDO TR  
200 WHEELER RD  
BURLINGTON, MA 01803

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C/O K S PARTNERS LLC  
150 EAST 58TH ST STE 2000  
NEW YORK, NY 10155

78  
FELCOR/CMB MARLBOROUGH HOTEL LI  
545 E JOHN CARPENTER FRWY  
SUITE 1300  
IRVING, TX 75062

78  
KARAPATSAS PAUL  
C/O WENDY'S ATTN BLAKE SNIDER  
ONE DAVE THOMAS BLVD  
DUBLIN, OH 43017

78  
R K ASSOCIATES-MARLBORO INC  
C/O RK CENTERS  
500 CABOT STREET STE 200  
NEEDHAM, MA 02494

79  
MCDONALD JAMES S LI EST  
C/O MARY HELEN MCDONALD  
3531 RTE 115  
NOTRE DAME, NB E4V2E2

79  
ANGERS ROGER G TR  
CONRAD REALTY TRUST  
40 CONRAD RD  
MARLBOROUGH, MA 01752

79  
DELOREY STEVEN  
74 THOMAS DR  
MARLBOROUGH, MA 01752

79  
CONTI MARY K  
35 CONRAD RD  
MARLBOROUGH, MA 01752

79  
OBRIEN JOAN E  
N/O FEDERAL NATIONAL MORTGAGE AS  
3900 WISCONSIN AVE NW  
WASHINGTON, DC 20016

79  
HUANG WEIJUN  
PEI ZHAI  
17 CONRAD RD  
MARLBOROUGH, MA 01752

79  
SARNO KAREN M  
7 CONRAD RD  
MARLBOROUGH, MA 01752

79  
CARVAJAL SERGIO  
LAURELL CHRISTMAS  
62 GLEN ST  
MARLBOROUGH, MA 01752

79  
ALLINSON RICKY  
72 GLEN ST  
MARLBOROUGH, MA 01752

79  
GIOMBETTI DONALD A  
THARON E GIOMBETTI  
80 GLEN ST  
MARLBOROUGH, MA 01752

88  
NORMANDY NICKERSON ROAD LLC  
C/O NORMANDY REAL ESTATE PARTNEF  
53 MAPLE ST  
ATTN JOSEPH ADAMO  
MORRISTOWN, NJ 07960

89  
KORANDANIS ASPASIA  
ARTHUR KORANDANIS  
275 BOSTON POST RD WEST  
MARLBOROUGH, MA 01752

89  
NORMANDY NICKERSON ROAD LLC  
C/O NORMANDY REAL ESTATE PARTNEF  
53 MAPLE ST  
ATTN JOSEPH ADAMO  
MORRISTOWN, NJ 07960

89  
PACIFIC HENRY G JR TR  
188 GLEN ST  
MARLBOROUGH, MA 01752

89  
GIANCOLA JAMEY A  
124 GLEN ST  
MARLBOROUGH, MA 01752

89  
GUSTAFSON ROBERT  
ANNE GUSTAFSON  
134 GLEN ST  
MARLBOROUGH, MA 01752

89  
WYDOM CHRISTOPHER J  
N/O ANDRE & VERONICA DESOUZA  
142 GLEN ST  
MARLBOROUGH, MA 01752

89  
RAHN ROBERT L  
JOYCE S RAHN  
81 CONRAD RD  
MARLBOROUGH, MA 01752

89  
BLACK ERNEST E II  
MARY W BLACK  
73 CONRAD RD  
MARLBOROUGH, MA 01752

89  
CAMPBELL TREVOR  
JENNIFER C CAMPBELL  
65 CONRAD RD  
MARLBOROUGH, MA 01752

89  
DELOREY STEVEN  
MARY J INSANI  
74 THOMAS DR  
MARLBOROUGH, MA 01752

89  
RODRIGUEZ OSCAR  
31 AHLGREN CIR  
MARLBOROUGH, MA 01752

89  
BENDERSON RONALD TR  
RANDALL BENDERSON & DAVID BALDA  
570 DELAWARE AVE  
BUFFALO, NY 14202

89  
KORANDANIS ASPASIA  
275 BOSTON POST RD WEST  
MARLBOROUGH, MA 01752

89  
WILSON JOY  
64 CONRAD RD  
MARLBOROUGH, MA 01752

89  
CASELLA JOSEPH D JR  
JULIE CASELLA  
72 CONRAD RD  
MARLBOROUGH, MA 01752

89  
CZARKOWSKI THOMAS R  
SANDRA A FINN  
80 CONRAD RD  
MARLBOROUGH, MA 01752

89  
BOUTTE RANDY  
YVONNE BOUTTE  
104 CONRAD RD  
MARLBOROUGH, MA 01752

89  
MAYO LEWIS W JR  
LAURA LEE MAYO  
95 CONRAD RD  
MARLBOROUGH, MA 01752

89  
LOJKO PETER M  
SUZANNE M LOJKO  
154 GLEN ST  
MARLBOROUGH, MA 01752

89  
DELEON ALFREDO  
162 GLEN ST  
MARLBOROUGH, MA 01752

89  
FARRINGTON BONNIE M  
103 CONRAD RD  
MARLBOROUGH, MA 01752

89  
BOUFFARD MARCEL R  
CAROL BOUFFARD  
170 GLEN ST  
MARLBOROUGH, MA 01752

89  
KEFALAS MARIA  
EMMANOUIL KOUTSOUROUMPIS  
111 CONRAD RD  
MARLBOROUGH, MA 01752

89  
MCDOUGALL MARGARET T TR  
MARGARET T MCDOUGALL REVOCABLE  
178 GLEN ST  
MARLBOROUGH, MA 01752

89  
JUHANSOO SHARON K  
N/O JAAK JUHANSOO  
2 SPRUCE ST LANE  
FORRESTDALE, MA 02644

89  
FORBES JUSTINA B  
111 TEMPLE RD  
CONCORD, MA 01742-1514

89

FAIRFIELD LIMITED PARTNERSHIP  
5501 MOREHOUSE DR STE 200  
ATTN TAX DEPT 11175  
SAN DIEGO, CA 92121

89

GUTIERREZ ARTURO J TR  
JOHN A CATALDO TR  
200 WHEELER RD  
BURLINGTON, MA 01803

90

PULSIFER JANICE M  
48 CONRAD RD  
MARLBOROUGH, MA 01752

LIST OF NAMES AND ADDRESS OF ABUTTERS  
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

Ryan Development LLC  
(Name of Petitioner)

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF  
MARLBOROUGH UNDER CHAPTER 650, ZONING, OF THE CODE OF THE CITY OF  
MARLBOROUGH.

(Abutters as defined in §650-59, Section 4H, Powers and Procedure of Special-Permit Granting  
Authorities

**SPECIAL PERMIT-SUMMARY IMPACT STATEMENT**

Applicant's Name: Ryan Development LLC Address: 4 Lan Drive, Westford MA 01886

Project Name: Apex Center - Primrose Carwash Address: 22 Apex Drive

1. PROPOSED USE: (describe) Car Wash.

2. EXPANSION OR NEW: New

3. SIZE: floor area sq. ft. 2400 +/- 1st floor 2400 +/- all floors 2400 +/-  
# buildings 1 # stories 1 lot area (s.f.) 43.3 acres +/-

4. LOT COVERAGE: 45.9 %Landscaped area: See Apex Landscape Plan %

5. POPULATION ON SITE: Number of people expected on site at anytime:  
Normal: 1 Peak period: 1

6. TRAFFIC:

(A) Number of vehicles parked on site:

During regular hours: 1 Peak period: 1

(B) How many service vehicles will service the development and on what schedule?

Properties receive regular maintenance by Ryan Development LLC. Weekly or as needed.

7. LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property? Per Apex Center lighting plan.

8. NOISE:

(A) Compare the noise levels of the proposed development to those that exist in the area now.

There is no anticipated increase in noise levels post development.

(B) Described any major sources of noise generation in the proposed development and include their usual times of operation. None. Car Wash is open 24/7.

9. AIR: What sources of potential air pollution will exist at the development? None

10. WATER AND SEWER: Describe any unusual generation of waste. None

11. HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed? None. See attached MSDS sheets for cleaning products.

\*Attach additional sheets if necessary



**CITY OF MARLBOROUGH  
MARLBOROUGH, MASSACHUSETTS 01752**

City Hall

140 Main St.

Marlborough, Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: 7/20/16

**SPECIAL PERMIT APPLICATION  
CERTIFICATION BY PLANNING DEPARTMENT**

Project Name: Protruse Car Wash - Apex Center

Project Use Summary: Car Wash

Project Street Address: 32 Apex Drive

Plate: Map 78 Parcel: 12, 14, 38, 39  
Map 89 Parcel: 77

Applicant/Developer Name: Ryan Development LLC

Plan Date: 7/14/16 Revision Date: \_\_\_\_\_

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,

Robert Camacho  
Stuart LeClair

Interim Building Commissioner

**Application Fee to submit to  
City Clerk's office**

\$500.00

**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**



**Lisa M. Thomas  
City Clerk**

Dear Applicant,

To ensure that each department listed below receives a copy of your completed Special Permit application, please hand-deliver to each department as instructions indicate below.

**PLACE A CHECK-MARK AFTER HAND-DELIVERING THE APPLICATION TO THE FOLLOWING DEPARTMENTS AND SIGN YOUR NAME & DATE IT ACCORDINGLY. MAKE SURE THIS PAGE IS SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH THE COMPLETED APPLICATION. THE CITY CLERK'S OFFICE WILL NOT ACCEPT THE APPLICATION WITHOUT THE SIGNATURE OF THE APPLICANT OR PETITIONER AS INDICATED BELOW.**

3 SETS	OFFICE OF THE CITY CLERK	<input checked="" type="checkbox"/>
1 SET	POLICE CHIEF	<input checked="" type="checkbox"/>
1 SET	FIRE CHIEF	<input checked="" type="checkbox"/>
1 SET	CITY ENGINEER	<input checked="" type="checkbox"/>
1 SET	CITY PLANNER	<input checked="" type="checkbox"/>
1 SET	CONSERVATION OFFICER (IF WETLANDS AFFECTED)	<input checked="" type="checkbox"/>
1 SET	BUILDING INSPECTOR	<input checked="" type="checkbox"/>
12 SETS	OFFICE OF THE CITY COUNCIL	<input checked="" type="checkbox"/>

Signature

7/20/16

Date

Thank you for your cooperation in this matter.

Sincerely,

*Lisa M. Thomas*  
City Clerk

**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**



**Lisa M. Thomas  
City Clerk**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Municipal tax returns and paid all Municipal taxes required under law.

**Company Name**

Apex WR 1031 LLC

**Owner Name/Officer Name of LLC or Corporation**

Robert A. Walker, Manager

**Owner/Officer Complete Address and Telephone Number**

4 Lan Drive

Westford MA 01886

978-692-9450

**Signature of Applicant**

[Handwritten Signature]

**Attorney on behalf of Applicant, if applicable**

[Handwritten Signature]

The Special Permit Package will not be accepted unless this certification clause is signed by the applicant and the Tax Collector.

Eileen Brunel

**Tax Collector**



MIRICK O'CONNELL

ATTORNEYS AT LAW

Arthur P. Bergeron  
Mirick O'Connell  
1800 West Park Drive, Suite 400  
Westborough, MA 01581-3926  
abergeron@mirickoconnell.com  
t 508.860.1470  
f 508.463.1385

July 21, 2016

**VIA HAND DELIVERY**

Councilor Edward Clancy, President  
Marlborough City Council  
City Hall  
Marlborough, MA 01752

Re: Application to Modify Special Permit;  
Overlook at Lake Williams, 215 Lakeside Avenue

Dear Councilor Clancy:

Enclosed please find an application to amend the Special Permit for the Overlook at Lake Williams condominium community, located at 215 Lakeview Avenue, submitted on behalf of my client Crabtree Lake Williams LLC.

The applicant is seeking to modify Condition #2 of the existing Special Permit for the project, in order to vary the method of securing completion of the Special Permit conditions and the issuance of occupancy permits for individual condominium units. No changes are proposed to the project. We look forward to a hearing on this matter.

Pursuant to City Council Order No. 91-3822A, I am notifying you that Mirick O'Connell is representing Crabtree Lake Williams LLC in this matter before the City Council.

Very truly yours,

Arthur P. Bergeron

APB/

CITY OF MARLBOROUGH  
OFFICE OF THE CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

2016 JUL 21 A 10:53

1. Name and address of Petitioner or Applicant:

Crabtree Lake Williams LLC

2. Specific Location of property including Assessor's Plate and Parcel Number.

215 Lakeside Avenue, MBLU 67-45 and 68-30A

3. Name and address of owner of land if other than Petitioner or Applicant:

50 Deer Run, Ayer, MA 01432

4. Legal interest of Petitioner or Applicant (owner, lessee, prospective owner, etc.)

5. Specific Zoning Ordinance under which the Special Permit is sought:

Article 650 Section 17 Paragraph \_\_\_\_\_ Sub-paragraph Residential Use Multifamily Dwelling (4)

6. Zoning District in which property in question is located:

Business (B)

7. Specific reason(s) for seeking Special Permit

The applicant is seeking to modify the existing Special Permit for the Overlook at Lake Williams residential condominium project,

recorded at Book 53183, Page 1, order No. 08/09-1002051E (copy attached). The Applicant seeks modifications to Condition #2

in order to vary the method of securing completion of the Special Permit conditions and the issuance of occupancy permits for

individual condominium units as shown on the attached Exhibit A.

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HERewith AND MADE PART OF SAID PETITION.

Arthur P. Bergeron (SRF)

Signature of Petitioner or Applicant

Arthur P. Bergeron  
Address: Mirick, O'Connell, DeMallie & Lougee, LLP  
1800 West Park Drive  
Westborough, MA 01581

Telephone No. 508-860-1470

Date: \_\_\_\_\_

City Clerk's Office

LIST OF NAMES AND ADDRESS OF ABUTTERS  
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

Crabtree Lake Williams LLC

---

(Name of Petitioner)

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH UNDER CHAPTER 650, ZONING, OF THE CODE OF THE CITY OF MARLBOROUGH.

(Abutters as defined in §650-59, Section 4H, **Powers and Procedure of Special-Permit Granting Authorities**)

ABUTTERS LISTING for Crabtree Lake Williams (67-45, 68-30A) 400 ft  
MARLBOROUGH, MA

Map	Block	Lot	Unit	Owner-s Name	Co Owner-s Name	Address	City	ST Zip	Parcel Location
54	17			RIBAKOFF CHARLES K II TR	EJR REAL ESTATE TRUST	PO BOX 912	WORCESTER	MA 01613-0912	ELM ST
57	45			CRABTREE LAKE WILLIAMS LLC		PO BOX 377	MARLBOROUGH	MA 01752	0 LAKESIDE AVE
57	47			METRO PARK CORPORATION		42 WESTBORO RD	NORTH GRAFTON	MA 01536	362 ELM ST
57	48	1	105	352 ELM STREET REALTY CORP		28 LORD RD #105	MARLBOROUGH	MA 01752	28 LORD RD #105
57	48	1	125	MASSACHUSETTS ELEMENTARY SCHOOL	PRINCIPALS EDUCATION FOUNDATION INC	28 LORD RD #125	MARLBOROUGH	MA 01752	28 LORD RD #125
57	48	1	130	MASSACHUSETTS ELEMENTARY SCHOOL	PRINCIPALS EDUCATION FOUNDATION INC	28 LORD RD #130	MARLBOROUGH	MA 01752	28 LORD RD #130
57	48	1	135	SCHAFFER ROBERT W TR	LORD RD 135 TRUST	93 NASHAWAY RD	BOLTON	MA 01740	28 LORD RD #135
57	48	1	205	QPS LLC		1 SUNNY HILL DR	OXFORD	MA 01540	28 LORD RD #205
57	48	1	210	NEW ENGLAND SCHOOL DEVELOPMENT COUN		28 LORD RD #210	MARLBOROUGH	MA 01752	28 LORD RD #210
57	48	1	215	BAM HOLDINGS LLC		28 LORD RD #215	MARLBOROUGH	MA 01752	28 LORD RD #215
57	48	1	225	MIDDLESEX MEDICAL SERVICES INC		28 LORD RD #225	MARLBOROUGH	MA 01752	28 LORD RD #225
57	48	1	230	NEW ENGLAND SCHOOL DEVELOPMENT COUN		28 LORD RD #210	MARLBOROUGH	MA 01752	28 LORD RD #230
57	48	1	255	MIDDLESEX MEDICAL SERVICES INC		28 LORD RD #255	MARLBOROUGH	MA 01752	28 LORD RD #255
57	48	1	257	KOUL ANUPAM		37 ASPEN AVE	SOUTH GRAFTON	MA 01560	28 LORD RD #257
57	48	1	267	KIRSHE GREGORY A TR DNBH REALTY TRU	C/O UNITED SOLUTIONS INC	28 LORD RD #285	MARLBOROUGH	MA 01752	28 LORD RD #267
57	48	1	270	28 LORD ROAD LLC		5 COBBLESTONE WAY	SHREWSBURY	MA 01545	28 LORD RD #270
57	48	1	280	R & B REALTY PARTNERS LLC		28 LORD RD #280	MARLBOROUGH	MA 01752	28 LORD RD #280
57	48	1	285	KIRSHE GREGORY A TR DNBH REALTY TRU	C/O UNITED SOLUTIONS INC	28 LORD RD #285	MARLBOROUGH	MA 01752	28 LORD RD #285
57	49			SAFFLOWER LLC		PO BOX 590179	NEWTON CENTER	MA 02459	314-320 ELM ST
57	50			RIBAKOFF CHARLES K II TR	EJR REAL ESTATE TRUST	PO BOX 912	WORCESTER	MA 01613-0912	401 ELM ST
57	51			ARCHILA VICTOR M	ADRIANA A ARCHILA	21 BALCOM RD	MARLBOROUGH	MA 01752	367 ELM ST
17	52			GRADIJAN DAVID		359 ELM ST	MARLBOROUGH	MA 01752	359 ELM ST
17	48A			CEDAR HILL ASSOCIATES IV	C/O ALAN GERMAIN	25 COACHMAN RIDGE	SHREWSBURY	MA 01545	LORD RD
17	48B			CEDAR HILL ASSOCIATES IV	C/O ALAN GERMAIN	25 COACHMAN RIDGE	SHREWSBURY	MA 01545	LORD RD
18	22			WALKER JAREK		166 WINTER ST	MARLBOROUGH	MA 01752	166 WINTER ST
18	23			PACIFIC GEORGE R		158 WINTER ST	MARLBOROUGH	MA 01752	158 WINTER ST
18	24			LEWIS JENNIFER E	STEVEN W LEWIS	150 WINTER ST	MARLBOROUGH	MA 01752	150 WINTER ST
18	25			CHAN GEORGE TR	DONNA CHAN TR	31 SHERIDAN RD	MARLBOROUGH	MA 01752	142 WINTER ST
18	26			FERREIRA ANTONIO A	OLGA L FERREIRA	47 BRIGHAM ST	HUDSON	MA 01749	132 WINTER ST
18	27			BLAIS SYLVIO	MARY ELLEN BLAIS	39 COMMONWEALTH AVE	MARLBOROUGH	MA 01752	126 WINTER ST
18	28			SOUMOULIS DAVID P		116 WINTER ST	MARLBOROUGH	MA 01752	116 WINTER ST
18	30			SEMIDEY MIGUEL	SANDRA SEMIDEY	50 BOND ST	MARLBOROUGH	MA 01752	50 BOND ST
18	31			SERRANO ILIANA E		52 BOND ST	MARLBOROUGH	MA 01752	52 BOND ST
18	32			RABELO SALLY E	LEONARDO O RABELO	35 BOND ST	MARLBOROUGH	MA 01752	35 BOND ST
18	33			RICH CAROLE A	BRIAN J RICH	41 BOND ST	MARLBOROUGH	MA 01752	41 BOND ST
18	34			SEYMOUR RALPH J TR	RAH RAH REALTY TRUST	47 BOND ST	MARLBOROUGH	MA 01752	47 BOND ST
18	35			LANDRY ROBERT W	SANDRA A LANDRY	51 BOND ST	MARLBOROUGH	MA 01752	51 BOND ST
18	36			ENEQUESS THOMAS J	CARLENE M ENEQUESS	8 PENNICHUCK ST	NASHUA	MA 03064-1239	53 BOND ST
18	37			CHEN HUAIMO	KAJIA WANG	30 DANFORTH LN	BOLTON	MA 01740	57 BOND ST
18	38			RASSI RUBEN		65 BOND ST	MARLBOROUGH	MA 01752	65 BOND ST
18	39			LACROIX LOUIS P TR	MARIE A LACROIX TR	102 WINTER ST	MARLBOROUGH	MA 01752	102 WINTER ST
18	40			DEMORAIS REGINALDO		233 SOUTH ST	MARLBOROUGH	MA 01752	98 WINTER ST
18	41			BENWAY JAY M	LONA A BENWAY	84 WINTER ST	MARLBOROUGH	MA 01752	84 WINTER ST
18	42			SILVA BLANCA N		PO BOX 436	MARLBOROUGH	MA 01752	70 WINTER ST
18	43			CLOUTIER RICHARD O	SALLY A CLOUTIER	62 WINTER ST	MARLBOROUGH	MA 01752	62 WINTER ST
18	44			LANDRY ROBERT W	SANDRA A LANDRY	51 BOND ST	MARLBOROUGH	MA 01752	WINTER ST

ABUTTERS LISTING for Crabtree Lake Williams (67-45, 68-30A) 400 ft  
MARLBOROUGH, MA

Map	Block	Lot	Unit	Owner-s Name	Co Owner-s Name	Address	City	ST Zip	Parcel Location
68	46			BRENNAN JAMES M TR	FRANCIS J BRENNAN TR	48 WINTER ST	MARLBOROUGH	MA 01752	48 WINTER ST
68	47			ERLANDSON GERALD R	SELMA R ERLANDSON	40 WINTER ST	MARLBOROUGH	MA 01752	40 WINTER ST
68	48			ERLANDSON GERALD R	SELMA R ERLANDSON	40 WINTER ST	MARLBOROUGH	MA 01752	WINTER ST
68	49			CAMERON ROBERT A	TERESA K CAMERON	32 WINTER ST	MARLBOROUGH	MA 01752	32 WINTER ST
68	50			GRASSO PASAQUALE F JR TR	SUSAN M LEFEVRE TR	26 WINTER ST	MARLBOROUGH	MA 01752	26 WINTER ST
68	52			COMMUNITY DEVELOPMENT AUTHORITY		140 MAIN ST	MARLBOROUGH	MA 01752	WINTER ST
68	54			MESSIER LEOPOLD TR	WINTER STREET REALTY TRUST	67 WINTER ST	MARLBOROUGH	MA 01752	67 WINTER ST
68	55			HIGGINS JEFFREY		PO BOX 805	NORTHBOROUGH	MA 01532	75 WINTER ST
68	56			CUCAFATE RONALD V		91 WINTER ST	MARLBOROUGH	MA 01752	91 WINTER ST
68	57			PIERRE JEAN JACQUES	LUCILE PIERRE	97 WINTER ST	MARLBOROUGH	MA 01752	97 WINTER ST
68	58			HEBERT NATHAN		105 WINTER ST	MARLBOROUGH	MA 01752	105 WINTER ST
68	61			NORRIS ADRIENNE F	JOSEPH C LANE	115 WINTER ST	MARLBOROUGH	MA 01752	115 WINTER ST
68	67	A	1	DAVIS CYNTHIA	RENE LEFEVRE	280 ELM ST #A1	MARLBOROUGH	MA 01752	280 ELM ST #A1
68	67	A	2	MARADIAGA RAFAEL		280 ELM ST #A2	MARLBOROUGH	MA 01752	280 ELM ST #A2
68	67	A	3	GELLER BARRY S	LISA M GELLER	280 ELM ST #A3	MARLBOROUGH	MA 01752	280 ELM ST #A3
68	67	A	4	DOWLATABADI ALI		280 ELM ST #A4	MARLBOROUGH	MA 01752	280 ELM ST #A4
68	67	A	5	MERRILL ANNAMAE F TR	MERRILL 280-5 ELM STREET REALTY TRU	66 FERRECCHIA DR	MARLBOROUGH	MA 01752	280 ELM ST #A5
68	67	A	6	SEMERARO JEFFREY A	SANDRA B SEMERARO	280 ELM ST #A6	MARLBOROUGH	MA 01752	280 ELM ST #A6
68	67	A	7	BORGES LUCIANO M		280 ELM ST #A7	MARLBOROUGH	MA 01752	280 ELM ST #A7
68	67	A	8	LANE PATRICIA M		280 ELM ST #A8	MARLBOROUGH	MA 01752	280 ELM ST #A8
68	67	B	1	SCHWEIHOFFER DONALD	RENEE SCHWEIHOFFER	280 ELM ST #B1	MARLBOROUGH	MA 01752	280 ELM ST #B1
68	67	B	2	MAZZARELLA FRANK A		280 ELM ST #B2	MARLBOROUGH	MA 01752	280 ELM ST #B2
68	67	B	3	FERRANTI DAVID S	SUSAN A FERRANTI	280 ELM ST #B3	MARLBOROUGH	MA 01752	280 ELM ST #B3
68	67	B	4	KIM SUNG SIL	MYUNG JAAE LEE	280 ELM ST #B4	MARLBOROUGH	MA 01752	280 ELM ST #B4
68	67	B	5	VIEIRA LUIZ F JR		280 ELM ST #B5	MARLBOROUGH	MA 01752	280 ELM ST #B5
68	67	B	6	BRENNAN RICHARD J JR	LORI BONNELL	280 ELM ST #B6	MARLBOROUGH	MA 01752	280 ELM ST #B6
68	67	B	7	SILVERMAN LINDA G		280 ELM ST #B7	MARLBOROUGH	MA 01752	280 ELM ST #B7
68	67	B	8	PELLETIER MICHAEL J	KRISTIN A PELLETIER	206 WESTON ST	WALTHAM	MA 02453-1711	280 ELM ST #B8
68	67	B	9	COELHO LUIZ FERNANDO S	ANDREA M COELHO	280 ELM ST #B9	MARLBOROUGH	MA 01752	280 ELM ST #B9
68	67	B	10	BURGESS LAUREN J		280 ELM ST #B10	MARLBOROUGH	MA 01752	280 ELM ST #B10
68	67	C	1	CARPENTER ALBERT J	PATRICIA M CARPENTER	280 ELM ST #C1	MARLBOROUGH	MA 01752	280 ELM ST #C1
68	67	C	2	VASQUEZ ADA		280 ELM ST #C2	MARLBOROUGH	MA 01752	280 ELM ST #C2
68	67	C	3	DUNHAM SUSAN J		280 ELM ST #C3	MARLBOROUGH	MA 01752	280 ELM ST #C3
68	67	C	4	VALERA SHIRLEY A		280 ELM ST #C4	MARLBOROUGH	MA 01752	280 ELM ST #C4
68	67	C	5	KURZMAN STEPHEN A	KORINA Z PELTAK	55 FITZGERALD RD	MARLBOROUGH	MA 01752	280 ELM ST #C5
68	67	C	6	CHAULK KIMBERLY A		280 ELM ST #C6	MARLBOROUGH	MA 01752	280 ELM ST #C6
68	67	C	7	MERRILL ANNAMAE F TR	MERRILL 280-25 ELM STREET REALTY TR	66 FERRECCHIA DR	MARLBOROUGH	MA 01752	280 ELM ST #C7
68	67	C	8	CORNWELL JENNIFER A	JONATHAN M JODOIN	280 ELM ST #C8	MARLBOROUGH	MA 01752	280 ELM ST #C8
68	67	C	9	CHARCHAFJI LAYLA	GEORGE CHARCHAFJI	280 ELM ST #C9	MARLBOROUGH	MA 01752	280 ELM ST #C9
68	67	C	10	BRAVERNICK JULIA		280 ELM ST #C10	MARLBOROUGH	MA 01752	280 ELM ST #C10
68	67	D	1	CLOONAN JAMES R	ROBERT J CLOONAN	PO BOX 1638	FRAMINGHAM	MA 01701	280 ELM ST #D1
68	67	D	2	DEOLIVEIRA CHARLES		280 ELM ST #D2	MARLBOROUGH	MA 01752	280 ELM ST #D2
68	67	D	3	TIMPONE THOMAS		280 ELM ST #D3	MARLBOROUGH	MA 01752	280 ELM ST #D3
68	67	D	4	PEREZ FILIBERTO		280 ELM ST #D4	MARLBOROUGH	MA 01752	280 ELM ST #D4
68	67	D	5	NEVES JAMILA		280 ELM ST #D5	MARLBOROUGH	MA 01752	280 ELM ST #D5
68	67	D	6	MAGEZI SANYU E		280 ELM ST #D6	MARLBOROUGH	MA 01752	280 ELM ST #D6

**SPECIAL PERMIT-SUMMARY IMPACT STATEMENT**

Applicant's Name: Crabtree Lake Williams LLC Address: (see front)

Project Name: Overlook at Lake Williams Address: 215 Lakeside Avenue

1. PROPOSED USE: (describe) 60-Unit residential condominium community

2. EXPANSION OR NEW: Modification of existing special permit

3. SIZE: floor area sq. ft. \_\_\_\_\_ 1<sup>st</sup> floor \_\_\_\_\_ all floors \_\_\_\_\_

# buildings 15 # stories 27 feet +/- lot area (s.f.) 1,358,636.4 +/-  
(31.19 acres)

4. LOT COVERAGE: 11.06 %Landscaped area: 88.94 %

5. POPULATION ON SITE: Number of people expected on site at anytime:  
Normal: 120 Peak period: 120

6. TRAFFIC:  
(A) Number of vehicles parked on site:  
During regular hours: 100 Peak period: 150

(B) How many service vehicles will service the development and on what schedule?  
1 trash pickup per week.

7. LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property? Lighting will comply with the requirements of the approved Site Plan.

8. NOISE:  
(A) Compare the noise levels of the proposed development to those that exist in the area now.  
Same.

(B) Described any major sources of noise generation in the proposed development and include their usual times of operation. None.

9. AIR: What sources of potential air pollution will exist at the development? Automobiles.

10. WATER AND SEWER: Describe any unusual generation of waste. None.

11. HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed? None.

**\*Attach additional sheets if necessary**



**CITY OF MARLBOROUGH  
MARLBOROUGH, MASSACHUSETTS 01752**

City Hall  
140 Main St.

Marlborough, Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: July 20, 2016

**SPECIAL PERMIT APPLICATION  
CERTIFICATION BY PLANNING DEPARTMENT**

Project Name: Overlook at Lake Williams

Project Use Summary: Residential

Project Street Address: 215 Lakeside Avenue

Plate: \_\_\_\_\_ Parcel: 67-45; 68-30A

Applicant/Developer Name: Crabtree Lake Williams LLC

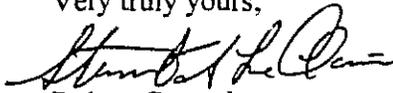
Plan Date: 7/15/2013

Revision Date: 4/14/2014

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,

  
~~Robert Camacho~~

Interim Building Commissioner

**Application Fee to submit to  
City Clerk's office**

\$862.50

**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**



**Lisa M. Thomas  
City Clerk**

Dear Applicant,

To ensure that each department listed below receives a copy of your completed Special Permit application, please hand-deliver to each department as instructions indicate below.

**PLACE A CHECK-MARK AFTER HAND-DELIVERING THE APPLICATION TO THE FOLLOWING DEPARTMENTS AND SIGN YOUR NAME & DATE IT ACCORDINGLY. MAKE SURE THIS PAGE IS SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH THE COMPLETED APPLICATION. THE CITY CLERK'S OFFICE WILL NOT ACCEPT THE APPLICATION WITHOUT THE SIGNATURE OF THE APPLICANT OR PETITIONER AS INDICATED BELOW.**

3 SETS	OFFICE OF THE CITY CLERK	<u>✓</u>
1 SET	POLICE CHIEF	<u>✓</u>
1 SET	FIRE CHIEF	<u>✓</u>
1 SET	CITY ENGINEER	<u>✓</u>
1 SET	CITY PLANNER	<u>✓</u>
1 SET	CONSERVATION OFFICER (IF WETLANDS AFFECTED)	<u>✓</u>
1 SET	BUILDING INSPECTOR	<u>✓</u>
12 SETS	OFFICE OF THE CITY COUNCIL	<u>✓</u>

  
Signature

7/21/2016  
Date

Thank you for your cooperation in this matter.

Sincerely,

*Lisa M. Thomas*  
City Clerk



**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**

**Lisa M. Thomas  
City Clerk**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Municipal tax returns and paid all Municipal taxes required under law.

**Company Name**

Crabtree Lake Williams LLC

**Owner Name/Officer Name of LLC or Corporation**

B. Duke Pointer, Manager

**Owner/Officer Complete Address and Telephone Number**

50 Deer Run

PO Box 377

Ayer, MA 01432

MARLBOROUGH, MA 01752

**Signature of Applicant**

*B. Duke Pointer*

**Attorney on behalf of Applicant, if applicable**

~~Attorney Arthur D. Bergeron, Esq.~~

The Special Permit Package will not be accepted unless this certification clause is signed by the applicant and the Tax Collector.

*Eileen Bristol*

**Tax Collector**



Edward D. Pare, Esq.  
direct dial. 401-276-2639  
epare@brblaw.com

10  
Memorial  
Boulevard  
Providence  
Rhode Island  
02903  
tel 401.276.2600  
fax 401.276.2601

July 18, 2016

Marlborough City Council  
c/o Ms. Karen Boule  
Council Secretary  
City of Marlborough  
City Hall  
140 Main Street  
Marlborough, MA 01752

RE: New Cingular Wireless PCS, LLC ("AT&T") - Request to Modify City Council  
Special Permit Order No. 11-1003004C (X99-8311B) - 175 Maple Street,  
Marlborough, MA (Assessor's Map 82, Lot 132) (the "Site")

Dear Honorable City Councilors:

New Cingular Wireless PCS, LLC ("AT&T"), an FCC licensed provider of wireless communication services, respectfully requests a modification to the Special Permit granted pursuant to City Council Order No. 11-1003004C (the "Special Permit"), which modified prior Special Permit No. 99-8311B. We have attached a copy of the two City Council Orders.

AT&T's wireless facility is located at 175 Maple Street, which is within the Industrial Zoning District, and consists of a camouflaged wireless antenna system whereby the antennas are enclosed within a shielded canister attached to the side of an old water tank on the roof of the building (see attached photographs). Pursuant to and as required by the Special Permit, specifically Condition Number 7, AT&T has been flying an American Flag from the stealth antenna canister. As many of the Councilors know, the visibility of the flag has been a recurring and significant source of complaints due to the size, location, mechanical problems and maintenance issues with the flag. AT&T and the City have expended time and resources to address these issues as they arise. Additionally, these wireless facilities have been modified and modernized since 2011 and adjustments have been made to accommodate all of the newest wireless technologies and AT&T asserts that the current design with the flag is no longer appropriate. AT&T respectfully suggests that the most efficient way to address these ongoing concerns is to remove the condition that the American Flag be flown at this Site. While AT&T is very supportive of our veterans and honoring our flag, flying the flag at this particular Site does not appear to be appropriate any longer in light of the many changes to the technology and anticipated changes in the future.

AT&T therefore requests that this Honorable City Council delete Condition Number 7 of the Special Permit by modifying the Special Permit. If approved, AT&T will remove the flag and associated mechanical lanyard device and will also remove the finial, or gold ball, at the top of the antenna canister. The canister will remain to camouflage the antennas inside. AT&T is not requesting that it be relieved of its commitment regarding the American Flag and requests

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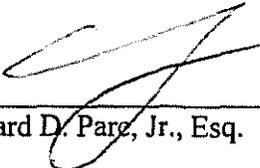
Marlborough City Council  
July 7, 2016  
Page 2

that we discuss alternative opportunities to honor our veterans and the American Flag in the City of Marlborough.

If you have any questions or need further information, please do not hesitate to contact me. I look forward to presenting our request for your consideration at an upcoming meeting of the City Council.

Respectfully,

BROWN RUDNICK LLP



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Edward D. Parz, Jr., Esq.

cc: Donald V. Rider, Jr., City Solicitor

62466969 v3-WorkSiteUS-024519/0774

CITY OF MARLBOROUGH  
OFFICE OF THE CITY CLERK

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

1. Name and address of Petitioner or Applicant:

New Cingular Wireless PCS, LLC - AT&T Mobility  
c/o Edward D. Pare, Jr.  
Brown Rudnick LLP  
10 Memorial Drive  
Providence, RI 02903

2011 Jul 21 11:13

2. Specific Location of property including Assessor's Plate and Parcel Number.

175 Maple Street, Marlborough, MA; Assessor's Plat 82, Parcel 132

3. Name and address of owner of land if other than Petitioner or Applicant:

PMC/Maple Landowner LLC  
c/o PMC Property Group Inc.  
1608 Walnut Street, 14Th Street  
Philadelphia, PA 19103

4. Legal interest of Petitioner or Applicant (owner, lessee, prospective owner, etc.)

5. Specific Zoning Ordinance under which the Special Permit is sought:

Article VI and VIII Section 650-25 and 650-59 Paragraph Sub-paragraph

6. Zoning District in which property in question is located:

Industrial (I)

7. Specific reason(s) for seeking Special Permit

AT&T is seeking to remove Condition Number 7 from the Special Permit granted pursuant to City Council Order No. 11-1003004C which requires that AT&T fly and American Flag from the stealth antenna canister on the water tower. The visibility of the flag has been a recurring and significant source of complaints due to the size, location, mechanical problems and maintenance issues with the flag. These wireless facilities have been modified, and modernized since 2011 and adjustments have been made to accommodate all of the newest wireless technologies and the current design with the flag is no longer appropriate. If approved, AT&T will remove the flag and associated mechanical lanyard device and will also remove the finial, or gold ball at the top of the antenna canister.

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HEREWITH AND MADE PART OF SAID PETITION.

Signature of Petitioner or Applicant

Brown Rudnick LLP

Address: 10 Memorial Drive

Providence, RI 02903

Telephone No. 401 274 2639

Date: \_\_\_\_\_

City Clerk's Office

LIST OF NAMES AND ADDRESS OF ABUTTERS  
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

New Cingular Wireless PCS, LLC - AT&T Mobility

---

(Name of Petitioner)

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF  
MARLBOROUGH UNDER CHAPTER 650, ZONING, OF THE CODE OF THE CITY OF  
MARLBOROUGH.

(Abutters as defined in §650-59, Section 4H, Powers and Procedure of Special-Permit Granting  
Authorities

See Attached

ABUTTERS LISTING for 175 Maple St (82-132) 400 ft  
MARLBOROUGH, MA

Map	Block	Lot	Unit	Owner-s Name	Co Owner-s Name	Address	City	ST Zip	Parcel Location
82	45			LIZOTTE BARBARA A TR	N/O THOMAS E LIZOTTE	46 WESTLOOK LN	WESTPORT	MA 02790	LACOMBE ST
82	47			VILLATORO HERSSON A	SANDRA J VILLATORO	11 BROOK ST	MARLBOROUGH	MA 01752	LACOMBE ST
82	48			FOGGY STYLE LLC		6 ANGELICA DR	SOUTHBOROUGH	MA 01772	LACOMBE ST
82	50			COSTA ELIZABETE D S		48 VALLEY ST	MARLBOROUGH	MA 01752	48 VALLEY ST
82	51			FOGGY STYLE LLC		6 ANGELICA DR	SOUTHBOROUGH	MA 01772	7 BROOK ST
82	52			VILLATORO HERSSON A	SANDRA J VILLATORO	11 BROOK ST	MARLBOROUGH	MA 01752	11 BROOK ST
82	55			HERNANDEZ MARVIN A		19 BROOK ST	MARLBOROUGH	MA 01752	19 BROOK ST
82	56			CANNAVINO FRANCIS	CELIA R CANNAVINO	9 DUNSTER AVE	WAYLAND	MA 01778-4526	23 BROOK ST
82	64	1	30	DESOUZA SANDRA YOUNG		30 BROOK ST #30	MARLBOROUGH	MA 01752	30 BROOK ST #30
82	64	1	32	COLUMBUS ERNEST M	DEIDRA COLUMBUS	32 BROOK ST #32	MARLBOROUGH	MA 01752	32 BROOK ST #32
82	65			SCHWAB KARYN M TR	MICHAEL R SCHWAB TR	6 LIBERTY ST	MEDWAY	MA 02053	24 BROOK ST
82	66			GODOY MARIA	HECTOR SALGUERO	13 EMMETT ST	MARLBOROUGH	MA 01752	18 BROOK ST
82	67			CASTELLON CYNTHIA L	GUILLERMO CASTELLON	14 BROOK ST	MARLBOROUGH	MA 01752	14 BROOK ST
82	68			VALADEZ ALBERTO	ROSALIA VALADEZ	12 BROOK ST	MARLBOROUGH	MA 01752	12 BROOK ST
82	69			SIMS ANDRE P	TAINA SIMS	8 BROOK ST	MARLBOROUGH	MA 01752	8 BROOK ST
82	70			QUINTANILHA MOISES D		42 VALLEY ST	MARLBOROUGH	MA 01752	42 VALLEY ST
82	92			LANGELIER JOHN P TR	173 HOWE STREET REALTY TRUST	46 CORBETT AVE	DEDHAM	MA 02026-1716	173 HOWE ST
82	93			BASHAJI JOSEPH		177 HOWE ST	MARLBOROUGH	MA 01752	177 HOWE ST
82	94			CAMDEN OWEN R SR TR	ROSE M CAMDEN TR	143 HOWE ST	MARLBOROUGH	MA 01752	143 HOWE ST
82	95			PAZZANESE JAMES P		141 HOWE ST	MARLBOROUGH	MA 01752	141 HOWE ST
82	115			GLEASON CYNTHIA		32 KNIGHT RD	FRAMINGHAM	MA 01701	48 JOHN ST
82	116			ZINDLE JODIE M	DOUGLAS F ZINDLE	128 HOWE ST	MARLBOROUGH	MA 01752	128 HOWE ST
82	117			POIRIER RONALD A		134 HOWE ST	MARLBOROUGH	MA 01752	134 HOWE ST
82	118			TURIEO SALVATORE D	KAREN C TURIEO	142 HOWE ST	MARLBOROUGH	MA 01752	142 HOWE ST
82	119			OVERHOLT EDWARD P		144 HOWE ST	MARLBOROUGH	MA 01752	144 HOWE ST
82	120			PAZZANESE JAMES P		141 HOWE ST	MARLBOROUGH	MA 01752	154 HOWE ST
82	121			ESTES CHARLES TR	CONNIE ESTES TR	250 STOW RD	MARLBOROUGH	MA 01752	160 HOWE ST
82	122			WOOLFORD ROBIN	MARK WOOLFORD	120 BIGELOW DR	SUDBURY	MA 01776	164 HOWE ST
82	123	1		HERRICK STEWART T	N/O SUSAN HERRICK	174 HOWE ST	MARLBOROUGH	MA 01752	174 HOWE ST
82	123	2		SIMTOWNHOUSE LLC		10 ANDREWS WAY	SOUTHBOROUGH	MA 01772	176 HOWE ST
82	124			CARDOSO ARI		43 VALLEY ST	MARLBOROUGH	MA 01752	43 VALLEY ST
82	125			MARLBOROUGH HUB LLC		128 SOUTH BOLTON ST	MARLBOROUGH	MA 01752	HOWE ST
82	126	138	1	TEMPLE ROBERTA B LI EST		138 HOWE ST #1	MARLBOROUGH	MA 01752	138 HOWE ST #1
82	126	140	2	NEY RUSSELL H	KATHLEEN NEY	140 HOWE ST #2	MARLBOROUGH	MA 01752	140 HOWE ST #2
82	131			GREMAR REALTY LLC		759 WAVERLY ST	FRAMINGHAM	MA 01702	135 MAPLE ST
82	132			PMC/MAPLE LANDOWNER LLC	C/O PMC PROPERTY GROUP INC	1608 WALNUT ST 14TH FL	PHILADELPHIA	PA 19103	175 MAPLE ST
82	133			CITY OF MARLBOROUGH		140 MAIN ST	MARLBOROUGH	MA 01752	VALLEY ST
82	135			177 MAPLE STREET ASSOCIATES LLC		C/O PMC PROPERTY GROUP IN	PHILADELPHIA	PA 19103	MAPLE ST
82	136			CITY OF MARLBOROUGH		140 MAIN ST	MARLBOROUGH	MA 01752	215-A MAPLE ST
82	138			CITY OF MARLBOROUGH	CENTRAL FIRE STATION	140 MAIN ST	MARLBOROUGH	MA 01752	215 MAPLE ST
82	160			PARKER EDWARD T		26 WINDMILL DR	MARLBOROUGH	MA 01752	214 MAPLE ST
82	161			STODDARD CRAIG		212 MAPLE ST	MARLBOROUGH	MA 01752	212 MAPLE ST
82	162			ORENSTEIN DAVID F	JANE R ORENSTEIN	11 ALGONQUIAN DRIVE	NATICK	MA 01760	3 MADISON ST
82	163			ARMBRUSTER LARRY F		5 MADISON ST	MARLBOROUGH	MA 01752	5 MADISON ST
82	167			UTTARO SAMANTHA	KEVIN MOULTON	20 MADISON ST	MARLBOROUGH	MA 01752	20 MADISON ST
82	168			MAPLE MADISON LLC		32 KNIGHT RD	FRAMINGHAM	MA 01701-3700	200 MAPLE ST

7/11/2016 3:46:54PM

ABUTTERS LISTING FOR 175 Maple St (82-132) 400 ft  
MARLBOROUGH, MA

Map	Block	Lot	Unit	Owner-s Name	Co Owner-s Name	Address	City	ST Zip	Parcel Location
82	169			BOULE DOROTHY	ROXANNE SEAGRAVE	192 MAPLE ST	MARLBOROUGH	MA 01752	192 MAPLE ST
82	170			DONNELLY MASS REALTY TRUST	C/O ACKERLEY OUTDOOR ADVERTISI	89 MAPLE ST	STONEHAM	MA 02180	MAPLE ST
82	171			BLACK CLEMENTINE M LI EST	CONSTANCE M PETTIJOHN LI EST	15 EDINBORO ST	MARLBOROUGH	MA 01752	15 EDINBORO ST
82	172			HENDRICKSON RICHARD C	BRENDA J HENDRICKSON	23 EDINBORO ST	MARLBOROUGH	MA 01752	23 EDINBORO ST
82	173			COYNE CHARLES E JR TR	PAULA ENSOM COYNE TR	48 EDINBORO ST	MARLBOROUGH	MA 01752	31 EDINBORO ST
82	197			BRADFORD ROBERT LI EST	NANCY BRADFORD LI EST	22 EDINBORO ST	MARLBOROUGH	MA 01752	22 EDINBORO ST
82	198			CIANDLER DIANE C		14 EDINBORO ST	MARLBOROUGH	MA 01752	14 EDINBORO ST
82	199			GAROFALO STEPHEN J TR	ELIZABETH T GAROFALO TR	159 SHAWMUT AVE	MARLBOROUGH	MA 01752	176 MAPLE ST
82	200			ROCHE JAMES T TR	JOYCE F ROCHE TR	270 EAST MAIN ST	WESTBOROUGH	MA 01581	170 MAPLE ST
82	201			GAROFALO STEPHEN TR	ELIZABETH T GAROLALO TR SMC REALTY	P O BOX 551	MARLBOROUGH	MA 01752	164 MAPLE ST
82	202			LEMA REALTY LLC		74 WEST CENTRAL ST	NATICK	MA 01760	9 HARVARD ST
82	216			NEWTON KATHLEEN M		32 HARVARD ST	MARLBOROUGH	MA 01752	32 HARVARD ST
82	217			MCGILICUDDY MARY M		26 HARVARD ST	MARLBOROUGH	MA 01752	26 HARVARD ST
82	218			HILL NANCY D		22 HARVARD ST	MARLBOROUGH	MA 01752	22 HARVARD ST
82	219			LEMIRE ARTHUR E TR	MILDRED P LEMIRE TR	6 HARVARD ST	MARLBOROUGH	MA 01752	6 HARVARD ST
82	220			JIZRALEY LLC		420 LAKESIDE AVE STE 302	MARLBOROUGH	MA 01752	12 HARVARD ST
82	221			JIZRALEY LLC		420 LAKESIDE AVE STE 302	MARLBOROUGH	MA 01752	146 MAPLE ST
82	222			MAPLEWEALTH LLC	C/O ONE ENERGY INC	420 LAKESIDE AVE #402	MARLBOROUGH	MA 01752	142 MAPLE ST
82	223			REDMOND BARBARA	ANTHONY REDMOND	17 COMMONWEALTH AVE	MARLBOROUGH	MA 01752	17 COMMONWEALTH AVE
82	224			ANWAY WAYNE A	N/O BREMO MEJIA	19 COMMONWEALTH AVE	MARLBOROUGH	MA 01752	19 COMMONWEALTH AVE
82	225			ANDREOLI ROBERT J		29 COMMONWEALTH AVE	MARLBOROUGH	MA 01752	29 COMMONWEALTH AVE
82	238			CASEY STEVEN R		PO BOX 44	SALISBURY	NH 03268	28 COMMONWEALTH AVE
82	239			APODEMI GINA M		21 FLANDERS RD	WESTBOROUGH	MA 01581-1093	20-22 COMMONWEALTH AVE
82	240			NGUYEN HIEN	THUY H LE	183 WEST MAIN ST	NORTHBOROUGH	MA 01532	18 COMMONWEALTH AVE
82	241			RACICOT RUSSELL W	STEPHEN P OLOUGHLIN ADAM G WEST	21 FRUIT ST	HOPKINTON	MA 01748	134 MAPLE ST
82	242			LINARES FREDY H	JUANA E LINARES	130 MAPLE ST	MARLBOROUGH	MA 01752	130 MAPLE ST
82	243			MONFALCONE JOSEPH	CHRISTINE MONFALCONE	126 MAPLE ST	MARLBOROUGH	MA 01752	126 MAPLE ST
82	244			CAPPADONA MICHAEL A	MIGDALIA C BAUTISTA	15 GREENWOOD ST	MARLBOROUGH	MA 01752	15 GREENWOOD ST
82	245			RITTER KAREN D		17 GREENWOOD ST	MARLBOROUGH	MA 01752	17 GREENWOOD ST
82	246			GRASSO MICHAEL A	CYNTHIA H GRASSO	10 GREENWOOD ST	MARLBOROUGH	MA 01752	10 GREENWOOD ST
82	283			SETO CAROL LEUNG		660 PLEASANT ST	FRAMINGHAM	MA 01701	HOWE ST
82	600			CITY OF MARLBOROUGH		140 MAIN ST	MARLBOROUGH	MA 01752	MAPLE ST
82	115A			CITY OF MARLBOROUGH		140 MAIN ST	MARLBOROUGH	MA 01752	JOHN ST
82	120A			PAZZANESE JAMES P		141 HOWE ST	MARLBOROUGH	MA 01752	158 HOWE ST
82	125A			STETSON HEIRS OF		UNKNOWN	UNKNOWN	00 00000	VALLEY ST
82	125B			HOWE HEIRS OF MARY		UNKNOWN	UNKNOWN	00 00000	HOWE ST
82	131A			RAPS REALTY LLC		499 WASHINGTON ST	AUBURN	MA 01501-2740	141 MAPLE ST
82	135A			CITY OF MARLBOROUGH		140 MAIN ST	MARLBOROUGH	MA 01752	MAPLE ST
82	168A			MAPLE MADISON LLC		32 KNIGHT RD	FRAMINGHAM	MA 01701-3700	14 MADISON ST
82	196A			CONNORS ROBERT P	N/O KAREN RICHARDSON	30 EDINBORO ST	MARLBOROUGH	MA 01752	30 EDINBORO ST
82	203B			ZAGAMI FAMILY LLC		15 LODI RD	MARLBOROUGH	MA 01752	13-15 HARVARD ST
82	216A			NEWTON KATHLEEN M		32 HARVARD ST	MARLBOROUGH	MA 01752	HARVARD ST
82	246A			MONTEIRO EDSON	MARIA MONTEIRO	14 GREENWOOD ST	MARLBOROUGH	MA 01752	14 GREENWOOD ST

MARLBOROUGH ASSESSORS  
*Anthony C. Conroy*  
*William J. Richardson*  
*Debra M. Conroy*

SPECIAL PERMIT-SUMMARY IMPACT STATEMENT

Applicant's Name: New Cingular Wireless PCS, LCC- AT&T Address: c/o Edward D. Pare, Jr. Brown Rudnick LLC 10 Memorial Drive, Providence RI 02903

Project Name: Wireless Facility @ 175 Maple Street Address: 175 Maple Street, Marlborough, MA

1. PROPOSED USE: (describe) Remove condition in existing permit (City Council Order No. 11-1003004C) approving the existing wireless facility

2. EXPANSION OR NEW: Modification

3. SIZE: floor area sq. ft. N/A 1<sup>st</sup> floor \_\_\_\_\_ all floors \_\_\_\_\_  
# buildings \_\_\_\_\_ # stories \_\_\_\_\_ lot area (s.f.) \_\_\_\_\_

4. LOT COVERAGE: N/A % landscaped area: \_\_\_\_\_ %

5. POPULATION ON SITE: Number of people expected on site at anytime:  
Normal: One or two site visits per month Peak period: \_\_\_\_\_

6. TRAFFIC:  
(A) Number of vehicles parked on site:  
During regular hours: N/A Peak period: \_\_\_\_\_

(B) How many service vehicles will service the development and on what schedule?  
One or two site visits per month by technician

7. LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property? No change.

8. NOISE:  
(A) Compare the noise levels of the proposed development to those that exist in the area now.  
No change.

(B) Described any major sources of noise generation in the proposed development and include their usual times of operation. No change.

9. AIR: What sources of potential air pollution will exist at the development? No change.

10. WATER AND SEWER: Describe any unusual generation of waste. \_\_\_\_\_  
Facility does not use water or generate waste.

11. HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed? No change.

\*Attach additional sheets if necessary



**CITY OF MARLBOROUGH  
MARLBOROUGH, MASSACHUSETTS 01752**

City Hall  
140 Main St

Marlborough, Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: 7/19/15

**SPECIAL PERMIT APPLICATION  
CERTIFICATION BY PLANNING DEPARTMENT**

Project Name: AT+T  
Project Use Summary: AT+T Wireless facility upgrade  
Project Street Address: 175 Maple Street  
Plate: 82 Parcel: 132  
Applicant/Developer Name: New Angular Wireless PCS, LLC  
Plan Date: 7/2/15 Revision Date: 9/22/15

Dear President and Members:

In accordance with the City Council's rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,

Application Fee to submit to  
City Clerk's office

Robert Camacho  
Interim Building Commissioner

250.00

**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**



**Lisa M. Thomas  
City Clerk**

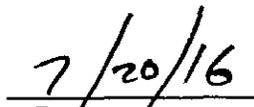
Dear Applicant,

To ensure that each department listed below receives a copy of your completed Special Permit application, please hand-deliver to each department as instructions indicate below.

**PLACE A CHECK-MARK AFTER HAND-DELIVERING THE APPLICATION TO THE FOLLOWING DEPARTMENTS AND SIGN YOUR NAME & DATE IT ACCORDINGLY. MAKE SURE THIS PAGE IS SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH THE COMPLETED APPLICATION. THE CITY CLERK'S OFFICE WILL NOT ACCEPT THE APPLICATION WITHOUT THE SIGNATURE OF THE APPLICANT OR PETITIONER AS INDICATED BELOW.**

3 SETS	OFFICE OF THE CITY CLERK	<input checked="" type="checkbox"/>
1 SET	POLICE CHIEF	<input checked="" type="checkbox"/>
1 SET	FIRE CHIEF	<input checked="" type="checkbox"/>
1 SET	CITY ENGINEER	<input checked="" type="checkbox"/>
1 SET	CITY PLANNER	<input checked="" type="checkbox"/>
1 SET	CONSERVATION OFFICER (IF WETLANDS AFFECTED)	<input checked="" type="checkbox"/>
1 SET	BUILDING INSPECTOR	<input checked="" type="checkbox"/>
12 SETS	OFFICE OF THE CITY COUNCIL	<input checked="" type="checkbox"/>

  
Signature

  
Date

Thank you for your cooperation in this matter.

Sincerely,

*Lisa M. Thomas*

*City Clerk*

**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**



**Lisa M. Thomas  
City Clerk**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Municipal tax returns and paid all Municipal taxes required under law.

Company Name

PMC Maple Landover LLC

Owner Name/Officer Name of LLC or Corporation

PMC Property Group

Owner/Officer Complete Address and Telephone Number

1608 Walnut St 14A Street

Philadelphia, PA 19103

Signature of Applicant

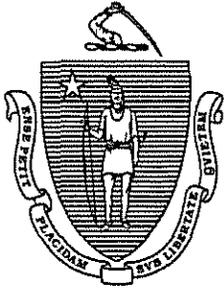
*[Handwritten Signature]*

Attorney on behalf of Applicant, if applicable

The Special Permit Package will not be accepted unless this certification clause is signed by the applicant and the Tax Collector.

Eileen Bristol

Tax Collector



COMMISSION CHAIRMAN  
RICHARD DAY

THE COMMONWEALTH OF MASSACHUSETTS  
STATE RECLAMATION & MOSQUITO CONTROL BOARD  
**CENTRAL MASSACHUSETTS  
MOSQUITO CONTROL PROJECT**  
111 Otis Street, Northborough, MA 01532 - 2414  
Telephone (508) 393-3055 • Fax (508) 393-8482  
www.cmmcp.org



EXECUTIVE DIRECTOR  
TIMOTHY D. DESCHAMPS

June 20, 2016

City of Marlboro  
Health Department  
Marlboro, MA 01752

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

**July 7, 13, 20, 27**

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

Complaints about mosquitoes may be registered by calling the CMMCP office at 508-393-3055 between 7:00 AM - 3:30 PM, Monday through Friday. The results of an investigation may warrant the use of a mosquito insecticide to defined, site-specific areas of the town. Such an application may be accomplished by using hand or truck mounted equipment, depending on the extent of the application.

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

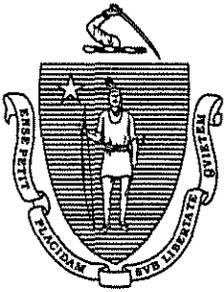
Please list this information in the local newspapers and on the local cable access station if possible. Additional information on CMMCP may be found online at: <http://www.cmmcp.org>

Sincerely,

*Timothy D. Deschamps*

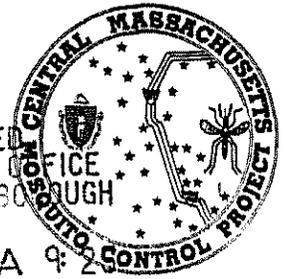
Executive Director

cc: City/Town Clerk  
Police Department



THE COMMONWEALTH OF MASSACHUSETTS  
 STATE RECLAMATION & MOSQUITO CONTROL BOARD  
**CENTRAL MASSACHUSETTS  
 MOSQUITO CONTROL PROJECT**

111 Otis Street, Northborough, MA 01532 - 241  
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 www.cmmcp.org



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 CITY CLERK'S OFFICE  
 CITY OF MARLBORO  
 2016 JUL 18 A 9:25

COMMISSION CHAIRMAN  
 RICHARD DAY

EXECUTIVE DIRECTOR  
 TIMOTHY D. DESCHAMPS

July 13, 2016

City of Marlboro  
 Health Department  
 Marlboro, MA 01752

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

**August 3, 10, 17, 24, 31**

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

Complaints about mosquitoes may be registered by calling the CMMCP office at 508-393-3055 between 7:00 AM - 3:30 PM, Monday through Friday. The results of an investigation may warrant the use of a mosquito insecticide to defined, site-specific areas of the town. Such an application may be accomplished by using hand or truck mounted equipment, depending on the extent of the application.

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

Sincerely,  
*Timothy D. Deschamps*  
 Executive Director

cc: City/Town Clerk  
 Police Department

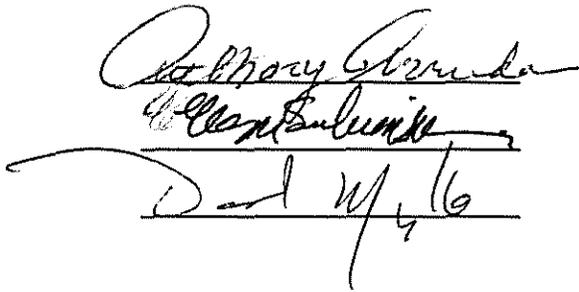
CITY OF MARLBOROUGH  
BOARD OF ASSESSORS

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

MEETING MINUTES: May 18, 2016

2016 JUN 22 A 9:56

1. CALL TO ORDER: 10:07 am  
MEMBERS PRESENT: Anthony Arruda, David Manzello, Ellen Silverstein  
Also in attendance: Harald Scheid, Regional Assessor and Paula Murphy, Head Clerk
2. MOTION TO ACCEPT: minutes of the May 4, 2016 meeting : Mr. Arruda, second Ms. Silverstein  
Vote: 3-0
3. DISCUSSION AND VOTE: Real Estate Abatement Application: 46 Lizotte Dr  
Motion to Grant: Mr. Arruda, second Ms. Silverstein  
Vote: 3-0
4. DISCUSSION AND VOTE: Real Estate ATB Settlement: 910 Boston Post Rd East  
Motion to Grant: Mr. Arruda, second Ms. Silverstein  
Vote: 3-0
5. Mr. Scheid informed the Board that funds are available for an appraisal of 895-1001 Boston Post Rd East
6. MOTION TO CONCLUDE – Mr. Arruda, second Ms. Silverstein  
Meeting Adjourned – 10:20 am



Anthony Arruda  
Ellen Silverstein  
David Murphy



RECEIVED  
CITY OF MARLBOROUGH  
Marlborough Public Schools

School Committee

2016 JUN 23 A 9:17 AM  
17 Washington Street, Marlborough, MA 01752

Phone (508) 460-3509

• Fax (508) 460-3586

**Call to Order**

**May 24, 2016**

1. Chairman Vigeant called the Regular Meeting of the Marlborough School Committee to order at 7:30 pm at the District Education Center, 17 Washington St., Marlborough, MA. Members present included Mr. Geary, Mrs. Hennessy, Mrs. Ryan, Mrs. Bodin-Hettinger & Mr. Walter.

Also present were MEA Representative Rupal Patel & Clerk Melissa Peltier.

Mrs. Matthews was absent.

Mrs. Ryan was nominated and elected as Secretary Pro Tem in Mrs. Matthews absence.

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

**2. Pledge of Allegiance:** Was led by Chairman Vigeant.

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to move up Item 9A. Motion passed 5-0-1.

**9A. Para Educators SEIU, Local 888 Contract Ratification**

Mr. Walter announced that the District and the Para Educators Units have signed a Memorandum of Understanding and it has been voted on in Executive Session.

Motion made by Mr. Walter, seconded by Chairman Vigeant to approve in Open Session the Contract between the Para Educators SEIU, Local 888 and the District. Motion passed 5-0-1.

**3. Presentation:**

**A. Aramark Food Service Presentation**

Mr. Jay Gustaitis, District Manager for Aramark Food Service and Mr. Roland Van Kavalaar, presented to the Committee a year in review style presentation regarding the food service in the district schools.

**\*\*An electronic version of the presentation is available\*\***

**B. Special Education Presentation**

Ms. Heather Geary, Mr. Andrew Bernabei, Mr. John Fletcher and Mr. James Parker gave a comprehensive presentation to the Committee outlining the accomplishments of the Special Education department for this school year.

**\*\*An electronic version of the presentation is available\*\***

**4. Committee Discussion/Directives:** None

**5. Communications:** None

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# Marlborough Public Schools

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*School Committee*

*17 Washington Street, Marlborough, MA 01752*

*Phone (508) 460-3509*

*• Fax (508) 460-3586*

## **6. Superintendent's & Executive Director of Secondary Education's Report:**

Mr. Langlois gave his report covering a range of topics including: NEASC Special Progress Report, NHS Induction, ESE Curriculum Summit, Support for Transgender Students, MASS Spring Conference, Autism Endorsement, Team Assessment Survey & Crisis Management Plans (ALICE)

- **Executive Director of Finance and Operation Report**

Mr. Bergeron gave this report covering a few topics including: MASBO Institute, Department of Revenue Update & cafeteria Update.

## **7. Acceptance of Minutes:**

### **A. Minutes of the May 10, 2016 School Committee Meeting**

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve the minutes of the May 10, 2016 School Committee Meeting. Motion passed 5-0-1.

## **8. Public Participation: None**

## **9. Action Items/Reports**

### **A. Para Educators SEIU, Local 888 Contract Ratification**

This item was moved up in the agenda.

### **B. Custodial Supervisor Approval**

Mr. Bergeron presented the details for this position to the Committee.

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve the position as presented. Motion passed 5-0-1.

### **C. Acceptance of Donations and Gifts**

SanDisk Corporation has donated the amount \$945.00 to the District for Districtwide educational purposes.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to accept the donation of \$945.00 to the District to be used for districtwide educational purposes with gratitude. Motion passed 5-0-1.

Tracker Systems Inc. has donated the amount of \$400.00 to the District for Special Olympics Athlete Supplies.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to accept the donation of \$400.00 to the District to be used for Special Olympics Athletes Supplies. Motion passed 5-0-1.

Target Take Charge of Education has donated the amount of \$700.00 to the District to be used for Kane School Student Activities.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to accept the donation of \$700.00 to the Kane School Student Activities Fund. Motion passed 5-0-1.

Target Take Charge of Education has donated the amount of \$300.00 to the District to be used for Richer School Student Activities.

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to accept the donation of \$300.00 to the Richer School Student Activities Fund. Motion passed 5-0-1.

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# Marlborough Public Schools

---

*School Committee*

*17 Washington Street, Marlborough, MA 01752*

*Phone (508) 460-3509*

*• Fax (508) 460-3586*

**10. Reports of School Committee Sub-Committees:**

Mrs. Hennessy reported that the Policy Subcommittee will be meeting on May 26, 2016 with many policies in the works.

Mr. Walter reported that the Negotiations Subcommittee has finalized the integrated collective bargaining Agreement with the Marlborough School Administrative Office Support Association.

**11. Members Forum:**

Mrs. Ryan requested an updated districtwide Class Sizes Report for the next meeting.

Mrs. Hennessy noted that the second parent information meeting at the Whitcomb School has taken place. There still seems to be some confusion regarding the integration of current STEM students in with the General Education students for equitable classes for all learners.

**12. Adjournment:**

Motion made by Mr. Walter, seconded by Chairman Vigeant to adjourn at 9:22 pm. Motion Passed unanimously.

Respectfully submitted,

Denise Ryan  
Marlborough School Committee

DR/mai



# Marlborough Public Schools

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

School Committee

2016 JUN 29 A 9:18 Washington Street, Marlborough, MA 01752

Phone (508) 460-3509

• Fax (508) 460-3586

## Call to Order

June 14, 2016

1. Chairman Vigeant called the Regular Meeting of the Marlborough School Committee to order at 7:30 pm at the District Education Center, 17 Washington St., Marlborough, MA. Members present included Mr. Geary, Mrs. Hennessy, Mrs. Ryan, Mrs. Bodin-Hettinger, Mrs. Matthews & Mr. Walter.

Also present were MEA Representative Rupal Patel & Clerk Melissa Peltier.

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

2. **Pledge of Allegiance:** Was led by Chairman Vigeant.

### 3. Presentation:

#### A. 1,000 Books Before Kindergarten

Mr. Andrew Bernabei presented to the Committee eight (8) Preschool Students who have read 1,000 books through the established preschool program, prior to entering Kindergarten. The following students were presented with certificates, a medal and an additional book. They were: Shannon Wells, Lucas Oliveira, Gavin Patricks, Rhys Reiner, Casey DeSauliners, Nora Finocchario, Sarah Marques & Victoria MacKenzie.

#### B. Special Olympics Presentation

Ms. Karen Sturges & Mr. Andrew Bernabei, shared a Power Point presentation that highlighted the Special Olympics Games that were held on April 15, 2016.

\*\*An electronic version of the presentation is available\*\*

#### C. PBIS Presentation

Ms. Heather Geary, Director of Special Education for the District, presented Ms. Bethany Pritchard and Ms. Wendy Stanley to update the Committee on the utilization of PBIS in the Schools.

Ms. Pritchard presented for the Whitcomb School and Ms. Stanley presented for the Kane School.

\*\*An electronic version of the presentation is available\*\*

#### D. MHS Handbook Updates

Mr. Caliri, Principal of the High School, presented the updates/changes to the Student Handbook to the Committee.

Motion made by Mrs. Bodin-Hettinger seconded by Chairman Vigeant to move up item 9B. Motion passed 6-0-1.

After a comprehensive discussion regarding the changes proposed the following action was taken: Motion made by Mrs. Matthews, seconded by Chairman Vigeant, to approve the Handbook as amended and enlist Mrs. Matthews as the Committees' representative to proof read the document once the current changes/amendments are in place prior to sending the document out to print. Motion passed 6-0-1.

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[www.mps-edu.org](http://www.mps-edu.org)

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# Marlborough Public Schools

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*School Committee*

*17 Washington Street, Marlborough, MA 01752*

*Phone (508) 460-3509*

*• Fax (508) 460-3586*

#### **4. Committee Discussion/Directives:**

Mrs. Hennessy noted that she had written a letter to Commissioner Chester regarding the approval of the Charter School (AMSA) with Conditions. Mrs. Hennessy read part of the communication into the record.

**\*\*An electronic of the letter and response are available\*\***

#### **5. Communications:**

Several communications were received by the Committee from the Public.

Motion made by Mrs. Hennessy, seconded by Chairman Vigeant, to allow Public Participation regarding a topic that is NOT on the published agenda for this evening. Motion passed 6-0-1.

#### **6. Superintendent's & Executive Director of Secondary Education's Report:**

Mr. Langlois gave his report covering a range of topics including: 2016 STEM Expo, Massachusetts Education Innovators, Summative Performance Evaluation, MTSS Implementation Guide, *Ahoy Matey's!* Teach like a Pirate Day & Artist in Residence Project.

- **Primary & Elementary Education**

Mr. Langlois introduced Ms. Mary Murphy to give an update on the status of Primary and Elementary Education. Topics included: Mini Courses, Summer Services and anticipated Elementary Class Sizes.

- **Secondary Education**

Mr. Langlois introduced Ms. Maureen Greulich to give an update on the status of Secondary Education. Topics included: 2016 AP Exam Data, Bridge Training Institute Grant Opportunity, MassEXCELLs Grant & Interim Superintendent Transition Plan.

#### **7. Acceptance of Minutes:**

##### **A. Minutes of the May 24, 2016 School Committee Meeting**

Motion made by Mrs. Ryan, seconded by Chairman Vigeant to approve the minutes of the May 24, 2016 School Committee Meeting. Motion passed 6-0-1.

#### **8. Public Participation:**

The following Community Members all spoke regarding the impending changes to the educational format at the Whitcomb School. The outcry from the public is in regards to the scheduling changes that will affect the ability or inability as the case seems for students in the 5<sup>th</sup> grade to have the opportunity to enroll in the band. All community members urged the Committee to rethink the scheduling to save the band program at the Whitcomb School.

Community members present included:

Sue Pearl, 10 Gaucher Circle

Jennifer Hunt, 110 Crosby Road

Vickie Paquette, 27 Ashley Lane

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www.inps-edu.org*

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# Marlborough Public Schools

---

School Committee

17 Washington Street, Marlborough, MA 01752

Phone (508) 460-3509

• Fax (508) 460-3586

Harel Shay, 127 O'Malley Road  
Ildefonso Arellano, 23 Cortland Street  
As well as three students from the School

## 9. Action Items/Reports

### A. MHS Cross Country Overnight Trip to Wappinger's Falls, NY

Mr. Langlois presented the overnight trip proposal to the Committee. This is a trip the Cross Country team has participated in previously.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the overnight trip to Wappinger's Falls for the Cross Country teams. Motion passed. 6-0-1

### B. MHS Handbook

This item was moved up in the agenda

### C. Athletic Fee 2017

Mr. Bergeron presented the request to eliminate Athletic Fess for the upcoming school year to the Committee. After a ranging discussion among the Committing members the following action was taken:

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant, to remove Athletic Fees from the upcoming School year. Motion passed 4 - 3 (Hennessy, Ryan, Walter).

### D. FY 17 Lunch Program Price Increase

Mr. Bergeron presented to the Committee to increase the Lunch Program fees by .25 across the district.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to increase the Lunch Program fees by .25 across the district.

Motion passed 5 - 1 (Walter)-1

### E. Outdated Curriculum Materials

Mr. Bergeron presented the request to dispose of outdated curriculum materials to the Committee.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve of the disposal of the outdated Curriculum materials. Motion passed 6-0-1.

### F. Superintendent End of Cycle Summative Evaluation

Motion made by Mrs. Hennessy, seconded by Chairman Vigeant to start the process for the End of Cycle Summative Evaluation with Mrs. Bodin-Hettinger correlating all information. Motion passed 6-0-1.

### G. Policies for First Review

#### Policy 6.140 Resignation

#### Policy 6.400 Administrative & Supervisory Positions

#### Policy 6.425 Employment of Principals

The Policies listed were brought forth by Mrs. Hennessy and will be on the next regularly scheduled agenda for action.

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# Marlborough Public Schools

---

*School Committee*

*17 Washington Street, Marlborough, MA 01752*

*Phone (508) 460-3509*

*• Fax (508) 460-3586*

## **H. Acceptance of Donations and Gifts**

Boston Scientific has donated the amount \$250.00 to the Jaworek Elementary School.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation of \$250.00 to the Jaworek Elementary School. Motion passed 6-0-1.

Lifetouch National School Studios has donated the amount \$804.67 to the Jaworek Elementary School.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation of \$804.67 to the Jaworek Elementary School. Motion passed 6-0-1.

Target Take Charge of Education has donated the amount \$170.00 to the Richer Elementary School.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation of \$170.00 to the Richer Elementary School. Motion passed 6-0-1.

Raytheon has donated the amount \$2,500.00 to the MPS STEM Program.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation of \$2,500.00 to the MPS STEM Program. Motion passed 6-0-1.

Lifetouch National School Studios has donated the amount \$455.95 to the Kane Elementary School Student Activities Fund.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation of \$455.95 to the Kane Elementary School. Motion passed 6-0-1.

Hannaford Helps Schools Program has donated the amount \$1,000.00 to the MHS Student Activities Fund.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation of \$1,000.00 to the MHS Student Activities Fund. Motion passed 6-0-1.

Ohiopyle Prints, Inc. has donated the amount \$3.52 to the MHS Student Activities Fund.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation of \$3.52 to the MHS Student Activities Fund. Motion passed 6-0-1.

Target Take Charge of Education has donated the amounts \$300.00 & \$179.21 to the Richer Elementary School.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the donation of \$170.00 to the MHS Student Activities Fund. Motion passed 6-0-1.

## **I. Contract between Marlborough Public Schools and Executive Director of Special Education**

Mrs. Matthews reported that an agreement has been reached that will be in effect until 2019.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the contract between the Executive Director of Special Education and the District. Motion passed 6-0-1.

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**CITY OF MARLBOROUGH  
CONSERVATION COMMISSION  
Minutes  
May 5, 2016 (Thursday)  
Marlborough City Hall – 3<sup>rd</sup> Floor, Memorial Hall  
7:00 PM**

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CITY OF MARLBOROUGH  
2016 JUN 24 P 3:34

**Present:** Edward Clancy - Chairman, Allan White, Lawrence Roy, David Williams, Dennis Demers, and Karin Paquin. Also present was Priscilla Ryder- Conservation Officer.

**Absent:** John Skarin,

**Minutes:** The March 24, 2016 minutes were unanimously approved as written. The April 7, 2016 minutes were not yet complete.

**Public Hearings:**

Request for Determination of Applicability

9 Reservoir St. – City of Marlborough DPW

No one was present from the DPW; however Ms. Ryder explained that the request is to regrade the back of the boathouse, so they can access the loading dock more easily. They would like to remove two of the trees in the parking lot and take down the chain link fencing and replace it with a guardrail. The work is 40' from the edge of the wetland. The Commission discussed the concern for security when there aren't attendants at the gate, but determined that the work proposed would not impact the wetland. The Commission voted unanimously 6-0 to issue a negative determination with the standard conditions for notification and erosion controls as needed.

Request for Determination of Applicability

64 Bergeron Rd. - Shah Rahul

Reshma Rahul was present and explained that she and her family would like to do some landscaping work with retaining walls in front and make some improvements to the driveway pavement. They have decided not to add drainage near the driveway as originally proposed. They ordered and installed a shed before knowing they had to be 50' away from the abutting wetland which is in the Water Supply Protection District. They are planning to move the shed outside the 50' buffer zone and have met on site with Ms. Ryder to determine a location. Once the shed is moved they will restore the area under the shed and let natural vegetation re-establish there. Ms. Rahul also noted that water from the detention basin is directed to the existing shed location and does not enter the swale that was just created by the DPW in the wetland. Ms. Ryder indicated she would discuss this issue with the DPW to see how this can be resolved. After some discussion, the Commission agreed and voted unanimously 6-0 to issue a negative determination for the shed relocation, landscaping walls and re-establishment of driveway pavement and with standard conditions regarding notification and restoration.

7:15 Notices of Intent - (Continuations)

Slocumb Ln. – Slocumb Realty LLC - #69, 79, 78 and 90

Proposes to construct four houses on the cul-de-sac known as Slocumb Lane. Work is proposed near wetlands. (A separate NOI for each)

Notice of Intent – 69 Slocumb Ln.

Notice of Intent – 79 Slocumb Ln.

Notice of Intent – 78 Slocumb Ln.

Notice of Intent – 90 Slocumb Ln.

At the applicants request this item was continued to the next meeting on May 19, 2016.

**Certificate of Compliance:**

- DEP 212-979 929 Boston Post Rd. - re-issue Certificate- The Commission reviewed this request and voted unanimously 6-0 to re-issue the Certificate of Compliance.

**Draft Order of Conditions:**

- DEP 212-1175 420 Maple St. – Marlborough Maple Real Estate Trust c/o Creative Development Co. – The Commission reviewed the draft Order of Conditions and voted unanimously 6-0 to issue the Order of Conditions as written.

**Discussion/Correspondence/Other Business:**

- DEP 212-1117 Brookview Village (aka Talia) – changes to wetland replication area. - this item was continued to the next meeting on May 19<sup>th</sup>.
- 329 Maple St. – violation follow-up - no one from All Star Auto could attend – this was continued to the next meeting.
- 2016 Yearly Operational Plan for right of way management – CSX Transportation – dated 4/7/2016.- the Commission reviewed and voted to accept and place on file.

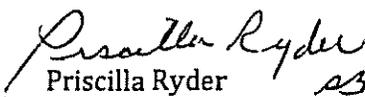
**Project updates:**

- Tennessee Gas Line - The Commission discussed the problems with the Tennessee Gas Line utility line clearing through wetlands and asked what notification the city had received. Ms. Ryder said she had not received anything, but has a call into the company whose number was on the trucks and hopes to speak to someone soon.
- Home Depot - They are storing materials in the back of the building in violation of the permit requirements. Ms. Ryder will send them a letter and give them a week to comply and if not daily fines, as in the past, will be issued.
- Tree Removal Policy- Ms. Ryder has drafted a tree removal policy for the Commission's review; the Commission will take this up at the next meeting.

**Meetings** – Next Conservation meetings – May 19<sup>th</sup> and June 2<sup>nd</sup>, 2016 (Thursdays)

**Adjournment** - There being no further business, the meeting was adjourned at 7:49 PM

Respectfully submitted;

  
Priscilla Ryder *PS*  
Conservation Officer



**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 May 31, 2016 at 10:00 a.m. in the City Council Committee Room, City Hall. Members present: Chairman - Police Chief Mark Leonard, DPW Commissioner John Ghiloni, Fire Chief Kevin Breen and City Clerk Lisa Thomas. Also present: City Engineer Thomas DiPersio, Jr., Assistant City Engineer Tim Collins and Wes Tuttle and Chip Orcutt from New England Sports Center. Minutes taken by: Karen Lambert, MPD Records Clerk.

**1- Minutes**

The minutes of the Traffic Commission meeting of Tuesday, April 26, 2016.

MOTION was made, seconded, duly VOTED:  
TO APPROVE

**2 – New Business**

**2a) Crosswalk on Donald Lynch Blvd. @ New England Sports Center.**

Wes Tuttle from NESAC was in attendance for this issue. Chief Leonard advised that NESAC is required to come before the Traffic Commission to discuss the best location for a new crosswalk. He explained how they have an agreement with the property across the street to use their parking lot for overflow parking. During a major event they have detail officers stationed here, however, there is currently no crosswalk. They would like to have one closer to the secondary driveway opening.

It was noted that there is currently a cut through and wide crosswalk (almost 8 feet wide) connecting the NESAC to the hotel directly across the street and there are sidewalks on both sides. They would like to see a similar crosswalk for the second location. There is also already a slope set for handicap access. They could use the existing pole and possibly have a switch on the light so it is only used when necessary to shine more light onto the intersection when it is busier. The light could also possibly be activated from inside the office. It currently shines back toward the building but it would need to be

changed to focus more on the crosswalk but not shining toward oncoming drivers. They would also need crosswalk and speed signs. It was discussed that the speed limit on Donald Lynch actually goes up and down in various areas.

Chief Leonard advised that an issue of this nature is normally referred to Engineering for review. Unless something unusual comes from their review, this location seems to make the most sense. Engineering will review and provide a recommendation at the next meeting in June.

Chip Orcutt also noted that when the capacity of the new lot is set the whole intersection of Bigelow and Donald Lynch will need to be reviewed and mitigated.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING for review and to provide a recommendation at the next meeting.

**2b) Parking concerns on Washington St.**

Chief Leonard advised that he has received a few phone calls regarding parking concerns at the DEC center. There was a concern raised about traffic close to the intersection at drop off time. The Chief said that we will need to take a look at what restrictions are in place now and what else might be needed. The current citywide ordinance states “no parking within 20 feet of an intersection”. This is a very busy location at certain times of day with the horseshoe driveway in front of the DEC center used for drop off and cars parking all along the side of the street. It becomes very tight to cross here. Chief Leonard would like to “revisit” the issue.

MOTION was made, seconded, duly VOTED to REFER to the DPW to see what signs and restrictions are currently in place.

**2c) Timing of traffic signals on Lincoln St. @ Bolton St.**

Chief Leonard received an email from Councilor Tunnera on this issue. He said that he waited 4 light cycles at 11:00am on a Sunday and wanted to know if more time could be added on the light to allow for more time for cars taking the left onto Bolton. Chief Leonard advised that he has also received a few call on this same issue, which also occurred on a Sunday.

The Chief asked if any changes had occurred recently with the timing on the lights or if they run differently on a Sunday. Tim Collins said no, nothing has changed. He commented that during the week it is common to wait through 2 or 3 light cycles to get through. Maybe the people traveling on the weekends aren't the same as those traveling through on the weekdays and they are not aware of the timing.

Tim Collins advised that he would check on the timing again.

MOTION was made, seconded, duly VOTED to REFER to the DPW to check on the timing on the lights.

**2d) Truck engine brake use on West Main Street.**

Chief Leonard received an email from the Mayor's office on this issue. A resident came in to ask if a new sign could be posted to alert truck drivers not to use their "engine break" here because it's not needed in the area of Rte. 20 and St. Mary's Credit Union. The resident has seen a similar sign used in another town where there is a much larger decline in the road.

Chief Leonard asked if anyone had any thoughts on this issue. Lisa Thomas questioned that if we do this here won't other areas then want the same thing. The Chief said that the Traffic Commission would need to come up with some constraints or specific requirements that would limit use. The group decided that at this point there was really nothing to be done. If it turns out to be more of an equipment issue, maybe the State Police Truck Team can provide assistance.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE ON FILE.

**2e) Simarano Dr. speed limit.**

Chief Leonard advised that one of his Officers has questioned the speed limit here now that the Avalon Apartments are in use. There is no specific speed zone here so it goes to 40 MPH. The question is whether or not this changes with a residential area inserted. Tim Collins advised that no it does not. Chief Leonard questioned this as there are over 300 units here. Mr. Collins said this doesn't matter. It is considered a thickly settled area and has only one driveway. He advised that in order to change the speed limit, houses need to be a certain distance apart. The only choice is to conduct a speed study for our own use. Chief Leonard said that maybe this would be good information to have and asked if there was someone available from Engineering to do this. Commissioner Ghiloni said that they have another intern starting soon and that this is something that he could do.

MOTION was made, seconded, duly VOTED to REFER to ENGEINNERING and the DPW to conduct a speed study on Simarano Drive.

**2f) Intersection of Donald Lynch Blvd. and Bigelow.**

Chief Leonard noted that concerns with this intersection keep coming up. He received an email recently from a local resident who works in Hudson and goes through this intersection several times a day. He has seen numerous accidents at this location over the last 16 years, most recently when he was coming home for lunch the day he wrote his email. He is suggesting, that "at minimum we need a right turn only lane on Donald Lynch Blvd...but a four way stop/go light is probably what is needed". He said that it is only a matter of time before someone is seriously injured here.

Chief Leonard also commented that with the NESC expansion this issue will continue to come up. He said that there is no plan, at the moment, to develop the parcel adjacent to the NESC and directly across the street from this intersection. He reviewed the accident history over the last five years and found that many of them involved cars pulling out of Bigelow. It appears that they didn't see the car approaching in the second lane. Visibly it looks like there is room to add a turning lane. Chief Leonard asked if there were any suggestions, short of signalization, that would help. Commissioner Ghiloni advised that

they are looking at reconstructing this roadway. They are doing the water line now, however, it would be out two years minimum for any reconstruction. Chief Leonard advised that he would like to see it “put on the radar”.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE on FILE, knowing there is a change coming in the next few years.

### **3-Old Business**

#### **3b) Traffic concerns at Wilson St. @ Hemenway St.**

Tim Collins passed out a diagram of the intersection marked to show it as more of a T-Intersection as discussed at the last Traffic Commission meeting. The possibility of moving the existing stop sign was also previously discussed. It was thought this might work since we would not be creating a four way stop (which would not meet the Warrants here). Mr. Collins said that the problem that arises in doing this is that, according to MUTCD Warrants, stop signs are not to be used for speed control.

The existing stop sign is currently on the low volume road which is where it should be located. The Traffic Commission had discussed moving it to the high volume road to cause traffic to stop before taking the turn onto Wilson Street. The whole idea behind a stop sign is to make a beak in traffic to allow for flow. Mr. Collins recommends trying the T-Intersection first. There is so much pavement here now that you can take the turn in the center of the roadway. Basically, we would be “visually changing the maneuver, not changing the roadway itself.

The Traffic Commission had also discussed the possibility of a raised island or rumble strip at the last meeting, however, there were cons to each suggestion. Both options contribute to problems with plowing. Chief Leonard asked about the cost of each option. Tim Collins also suggested a guard rail. It was noted that this option doesn't actually slow traffic, it just keeps cars on the proper area of the roadway.

Chief Leonard does not want to move the stop sign if it can't meet the warrants. He is leaning toward installing a raised island with a sign to indicate “keep right”. The group believes that 99% of drivers will travel on the proper side of the island. Commissioner Ghiloni agreed and suggested that Engineering look at designing the island and seeing what it takes. Both he and Tim Collins said that it is not a big construction issue.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to look into designing the island.

#### **3c) Crossing Guard safety report from Mass. Dept. of Labor Standards.**

The deadline for responding to the recommendations outlined in this report is today, May 31, 2016. Tim Collins passed out photographs of the School Zone Crosswalks and signage at Richer School, Marlborough High School and Immaculate Conception School. Three out of five intersections needed updates. Mr. Collins advised that all recommendations have been addressed and completed.

Chief Leonard advised that Capt. Valiante was working on the recommendation for "Stop Paddles" to be use by the crossing guards. The DPW had information on the paddles and where to order them from. All is in the works.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE ON FILE.

**3d) Communication from Andrew Tivnan, re: Wilson St. @ Hemenway St.**

It was noted that this is basically the same issue and noted above in Agenda Item 2b.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE ON FILE.

**3e) Traffic issues on Forest St. @ AMSA at beginning and end of school day.**

At the previous meeting the Traffic Commission had discussed restricting traffic on Forest Street. Chief Leonard prepared the amended regulation to add Forest Street from Ames Street to Williams Street to the Schedule for "No Stopping, Standing or Parking".

The only question was whether or not this regulation would apply to the bridge. Tim Collins advised that he tried to get in touch with Joe Frawley at MA DOT, but he was out. He thinks it is safe to go ahead though as we have had this same issue come up in the past. The bridge is "in the layout" of a city controlled roadway. Hopefully this will keep cars from queuing up on Forest Street at dismissal time.

MOTION was made, seconded, duly VOTED to APPROVE the amended regulation. ALL IN FAVOR. Chief Leonard will send the regulation to Lisa Thomas for advertisement.

**3f) Parking concerns at Senior Center.**

**A – Parking Restrictions on New Street**

Chief Leonard prepared the regulation to restrict parking on New Street. He added the regulation to Article VII, Section 586-54, Schedule X: "Parking Prohibited Certain Hours". The regulation restricts the following:

- 1) The parallel parking spaces on the south side of New Street are for Senior Center parking only 7am -5pm M-F.
- 2) The entire parking lot in front of the Senior Center so for Senior Center parking only 7am-5pm M-F.

Trish Pope was in attendance at the last meeting and was planning to notify the neighborhood that this restriction was being made. The lot at the Senior Center is for Senior Center use during the day. People using Ward Park should park at Bigelow School.

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

**B - Double Yellow Line Painting on New Street**

Tim Collins brought up the other issue in this area, the possibility of center line painting on New Street. At the last meeting it was discussed that some people have been parking in the wrong direction because they think New Street is one way. Tim Collins advised that the regulation for a double yellow line is based on the width of the roadway and the amount of traffic. The required width is at least 16 feet. New Street is 24 feet wide. Mr. Collins thinks this could be done. He advised that Ken Calder is working on double yellow line painting right now and that it can be added to his list.

MOTION was made, seconded, duly VOTED to REFER to the DPW to add double yellow line painting on New Street to their schedule.

*Tim Collins brought up another item not on the agenda but discussed at the last meeting.*

There were two residents at the last meeting who complained that they were having difficulty crossing the street at certain signalized crosswalks in the downtown area. Mr. Collins checked all the crosswalks and the timing on the lights. He passed out a GIS diagram of the downtown area and a schedule of the timing sequence at six specific locations (schedule is attached). We could look at extending the timing out at all of the locations to make it more "pedestrian friendly", however, he advised that as soon as we do this we have to then meet specific warrants that are tripped for countdowns at crosswalk lights. Chief Leonard asked if there was any grant money available for something like this. Commissioner Ghiloni said it would be "big money". It was discussed that "the worst we have at the moment is not too bad." In the future, when we redo the downtown area it should all be made ADA compliant. It was determined that this is "not a crushing issue right now" but definitely something to think about.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE ON FILE.

**3c) Traffic Commission rules and regulations update.**

Tim Collins advised that he is currently up to the letter M on the specific street listing. Without Evan Pilachowski (former City Engineer) it has been difficult to find time to work on this issue. Now that we have a new City Engineer, Tom DiPersio, it will help.

Lisa Thomas asked if we could make this a priority at the next meeting as many of the Old Business items have been cleared up.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 11:15 am.

Respectfully submitted,

Karen L. Lambert  
Records Clerk  
Marlborough Police Department

**List of documents and other exhibits used at the meeting:**

- Meeting Agenda for Tuesday, May 31, 2016. (Including City of Marlborough Meeting Posting).
- Draft of Traffic Commission Minutes from Tuesday, April 26, 2016.
- Email from Councilor Tunnera to Chief Leonard, dated 5/8/16, re: Light at Lincoln and Bolton going west.
- Email from Patricia Bernard to Chief Leonard, dated 8/18/16, re: No Engine Break Sign.
- Email forwarded by City Council to Chief Leonard, dated 8/18/16 re: Email from Todd DeCruz re: Bigelow and Donald Lynch Blvd. Intersection.
- Regulation to add Forest Street from Ames St. to Williams St. to the Schedule for "No Stopping, Standing or Parking".
- Regulation to add specific sections of New Street to the Schedule for "Parking Prohibited Certain Hours".

**Additional Handouts:**

- GIS map of Downtown Marlborough.
- Schedule of downtown crosswalk locations with timing schedule for pedestrian crossing signal.
- Diagram of intersection of Hemenway St. & Wilson St
- Photos of school zone crosswalks from various angles at Richer School, Marlborough High School and IC School/
- Accident history at intersection of Bigelow and Donald Lynch.

**City of Marlborough  
License Board**

2016 JUL 13 P 3:42

140 Main Street, Lower Level  
Marlborough, MA 01752  
(508) 460-3751 FAX (508) 460-3625

**Minutes of the License Board Regular Meeting Held Wednesday, March 30, 2016  
at 7:30 pm, City Hall, 1<sup>st</sup> floor, Council Committee Room.**

Attending: Walter Bonin, Chairman; Gregory Mitrakas, Dave Bouvier, Member; Tina Nolin, Clerk

Meeting called to order by Walter Bonin, Chairman at 7:30 PM

**New Business**

**1. ONE DAY PERMITS**

- **Tasty Home Cookin'**  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved
- **Vin Bin (patio/Farmer's Market)**  
Member Bouvier motioned for approval, Member Mitrakas seconded  
Board vote: 3-0 approved
- **Fraternal Order of Eagles (Convention)**  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved

**2. Application for change of Manager Hilton Garden Inn**

Present: New Manager, Tim Hippensteele  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved

**3. Application for a Class II Dealership – N&B Car Sales Inc.**

Present: Owner, Nolberto Batres  
Bought the property at 417 Maple Street looking for same license to allow for 20 cars on premise.  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved

**4. Villatoro Restaurant and Café**

Present: Owner: Hersson Villatoro

Informational discussion regarding obtaining a Beer and Wine License for new food establishment at 353 Lincoln Street. Discussion included past experience, type of restaurant offerings, seating capacity, parking issues etc.

Chairman Bonin explained the process of applying for a license and where to find the application. The clerk agreed to help with samples of legal ad and notices to abutters, if needed.

**5. Reports from the Chairman**

**121 Bolton Street Class 2 License**

Chairman Bonin reported hearing from the Building Commissioner that the owner of the Class 2 Dealership License for LBZ2 was in violation of storage rights with items being stored on their lot. Research and an onsite discussion with the manager of LBZ2, determined the license was renewed on time, the property owner is not the same person as the Class II licensee and that the licensee who rents from the owner has no influence over the owner of the property's decisions. Based on this information, it seems that the items in question on the site that the building commissioner has cited are the responsibility of the owner, and not the business operator/licensee. Their relationship appears to be strictly that of landlord and tenant. So, unless a different relationship can be established, it does not appear the License Board has cause to take action against LBZ2 Inc. This information and resulting conclusion have been run by the Assistant City Solicitor, Cynthia M. Panagore Griffin, who agreed with the conclusion.

Motion was made by member Mitrakas to accept the conclusion of the Chair and place on file the emails between Chairman Bonin and the Building Commissioner and Chairman Bonin and the Assistant City Solicitor. Member Bouvier seconded. Vote 3-0 to accept and place on file.

**Peter D'Agostino, Lynch Associates and MHQ, Inc.**

There has been renewed interest from Mr. D'Agostino regarding MHQ Inc. and their Class I license. Per his Public Record Request Mr. D'Agostino has been supplied with a copy of MHQ's 2016 License and application.

**Old Fanz Building**

The building will not be reopening as a restaurant, but as a drop-in urgent care medical facility. Owner of the building RK Plaza had asked about a Liquor License if the building ever went back to a restaurant. He was told the Board would work with him at that time.

**6. Miscellaneous Correspondence and Open Issues**

**ABCC Correspondence – re: Seasonal License**

**ABCC Correspondence – re: Powdered Alcohol**

Member Mitrakas motioned to accept and place both pieces of correspondence from the ABCC on file. Member Bouvier seconded the motion. Vote: Approved 3-0.

**7. Review of Minutes**

Regular meeting, February 24, 2016

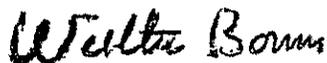
Emergency Meeting for a One Day Permit approval, March 18, 2016

Member Bouvier motioned to accept and file the minutes of the regular meeting and those of the March 18<sup>th</sup> meeting with an amendment to the attendance list of the latter.

Member Mitrakas seconded. Vote to approve minutes with amendment and place on file 3-0.

Motion made to adjourn: 8:07 pm vote: 3-0 for adjournment. Next meeting is Wednesday, April 27, 2016 at 7:30 PM.

Respectfully submitted,



Walter Bonin, Chairman

ALL RELATED DOCUMENTS CAN BE SEEN IN THE LICENSE BOARD OFFICE

**City of Marlborough  
License Board**  
140 Main Street, Lower Level  
Marlborough, MA 01752  
(508) 460-3751 FAX (508) 460-3625

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**Minutes of the License Board Regular Meeting Held Wednesday, April 27, 2016**  
at 7:30 pm, City Hall, 1<sup>st</sup> floor, Council Committee Room.

Attending: Walter Bonin, Chairman; Gregory Mitrakas, Dave Bouvier, Member; Tina Nolin, Clerk

Meeting called to order by Walter Bonin, Chairman at 7:30 PM

**New Business**

**1. ONE DAY PERMITS**

- **Tasty Home Cookin'**  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved
- **Olde Marlborough/ Marlborough Downtown Village Assoc.**  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved
- **Strange Brew**  
Member Bouvier motioned for approval, Member Mitrakas seconded  
Board vote: 3-0 approved
- **American Cancer Society – Bicycles Battling Cancer**  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved
- **ITAM**  
Member Bouvier motioned for approval, Member Mitrakas seconded  
Board vote: 3-0 approved
- **Citizen's Scholarship Fund (CSF) of Marlborough**  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved

- 2. Application for change of Manager – 99 Restaurants**  
Tabled until June Meeting per applicant

ALL RELATED DOCUMENTS CAN BE SEEN IN THE LICENSE BOARD OFFICE

**3. Reports from Chairman**

- **MHQ Findings of DMV/Appeal** Chairman reported in communication regarding decision of DMV hearing on MHQs Class 1 license. Findings on appeal of 1<sup>st</sup> DMV hearing are that MHQ has a valid application and license for a Class 1 dealership
- **Communication from Town of Barnstable** Board reviewed survey results of fees from various area towns. Board requested Clerk to review revenues brought into the city via the License Board for discussion of fees at June meeting.
- **Westender Complaint** Motion made to expunge from record an anonymous complaint sent to the Board regarding Westender.

Board Chairman presented a complaint he received regarding noise from the Westender on Saturday, April 23<sup>rd</sup> at 9:50 pm. Chairman arrived at the Westender about 10:22 – initially heard no noise, drove up to where houses were to check on sound no noise heard. Then when he went back down to the restaurant parceling lot he heard very loud music coming from the restaurant, also noticed sound proofing panels that had been required to be over the windows had been removed. Board requests that Mr. LeDuc be summoned before the Board at the June meeting.

**4. Miscellaneous Correspondence and Open Issues**

**ABCC Correspondence – re: Regional eLicensing Presentation** Clerk reported she would be attending the presentation in June to learn about the ABCC’s new elicensing procedures. Member Mitrakas motioned to accept and place correspondence from the ABCC on file. Member Bouvier seconded the motion. Vote: Approved 3-0.

**5. Review of Minutes March 30, 2016, Regular meeting**

Member Mitrakas motioned to accept and file the minutes of the March 30, 2016 regular meeting Member Bouvier seconded. Vote to approve minutes with amendment and place on file 3-0.

Motion made to adjourn: 8:30 pm vote: 3-0 for adjournment. Next meeting is Wednesday, May 25, 2016 at 7:30 PM.

Respectfully submitted,



Walter Bonin, Chairman

ALL RELATED DOCUMENTS CAN BE SEEN IN THE LICENSE BOARD OFFICE

**City of Marlborough  
License Board**  
140 Main Street, Lower Level  
Marlborough, MA 01752  
(508) 460-3751 FAX (508) 460-3625

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**Minutes of the License Board Regular Meeting Held Wednesday, May 25, 2016**  
at 7:30 pm, City Hall, 1<sup>st</sup> floor, Council Committee Room.

Attending: Walter Bonin, Chairman; Gregory Mitrakas, Dave Bouvier, Member; Tina Nolin, Clerk  
Meeting called to order by Walter Bonin, Chairman at 7:30 PM

**New Business**

**1. ONE DAY PERMITS**

- **Immaculate Conception School Parents Association (1)**  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved
- **ITAM (2)**  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved
- **Loyal Order of Moose (9)**  
Member Mitrakas motioned for approval, Member Bouvier seconded  
Board vote: 3-0 approved

**2. Class II Dealership Application – Braga Management**

Applicant: Kleysson Braga

Business will be office space only no cars on lot or in business driveway.  
Member Mitrakas motioned for approval, Member Bouvier seconded; Board  
vote: 3-0 approved

**3. Westender – Noise Complaint**

Matthew LeDuc, Owner

After much discussion the Board stated that Mr. LeDuc must be sure to have sound cushions in the appropriate windows at all times that music is playing, that drums would not be present and that the sound level of the music was such as to not carry to the abutters. In addition, it was noted that staff should be duly and fully trained on the sound reducing methods and follow them. Should another complaint of this nature be received the Board will seriously consider revoking the license for a set period of time. Mr. LeDuc agreed to follow all points.

**4. Communication from the Town of Barnstable**

Board began discussions on looking at Marlborough License fees and how they compare to neighboring communities.

**5. Reports from the Chairman**

Email from Route 20 Convenience Store

The Chairman presented the email from Route 20 Convenience Store requesting a Liquor License. The Chairman noted, and requested a letter be sent to the applicant, that at this time there are no licenses available, nor is the Board sure of when any would become available.

**6. Misc. Correspondence and Open Issues**

Motion made to approve 5 One-Day Licenses for use in the month of June for Bereavement events that do not allow enough time for a meeting to be scheduled, posted and held before the date of the event. The Board also noted that this will be a standard agenda item each month with the specific number of permits to be voted on at the monthly meeting.

**7. Review of Minutes April 27, 2016, Regular meeting**

Member Mitrakas motioned to accept and file the minutes of the March 30, 2016 regular meeting Member Bouvier seconded. Vote to approve minutes with amendment and place on file 3-0.

Motion made to adjourn: 8:30 pm vote: 3-0 for adjournment. Next meeting is Wednesday, June 29<sup>th</sup>, 2016 at 7:30 PM.

Respectfully submitted,



Walter Bonin, Chairman

**City of Marlborough**  
**License Board**  
140 Main Street, Lower Level  
Marlborough, MA 01752  
(508) 460-3751 FAX (508) 460-3625

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2016 JUL 13 P 3:42

**Minutes of the License Board Special Meeting Held Wednesday, June 15, 2016**  
at 7:30 pm, City Hall, 1<sup>st</sup> floor, Council Committee Room.

Attending: Walter Bonin, Chairman; Gregory Mitrakas, Dave Bouvier, Member; Tina Nolin, Clerk  
Meeting called to order by Walter Bonin, Chairman at 7:30 PM

**New Business**

**1. Firefly's Change of Premise Application**

Steve Uliss, Firefly's Owner, Attorney Christopher Flood present

Attorney Flood presented to Board a copy of the responses from the City Council's transcript of the Special Permit meeting. Chairman Bonin entered the document into public record.

New Deck layout at Firefly's establishment at 350 East Main Street was presented by Attny. Flood. Footprint of deck area is to remain the same with the same seating capacity, but more spread and a change in seating arrangement, bar size, kitchen and game area.

**Public Hearing opened at 7:50 pm.**

Chairman Bonin requested from public any pro/positive comments – None voiced  
Chairman Bonin requested from public any objections: None voiced

Board asked questions related to regular hours that currently exist for outside patio would remain. Mr Uliss answered in the affirmative.

Public meeting closed at 8:00 pm.

There were no further questions. Member Mitrakas motioned to approve the application, Member Bouvier seconded the motion. Vote was 3 – 0 - Application Approved.

**2. Hilton Garden Inn – Transfer of Stock**

Attorney Sandra Austin presented

Member Mitrakas motioned to approve the application, Member Bouvier seconded the motion. Vote was 3 – 0 - Application Approved.

**3. Reports from the Chairman**

MHQ Continuing Issues

Plaintiff has appealed the registry ruling on MHQ and city has received a summons. Legal is handling it.

Issues Related to Pledge Licenses

Question Board discussed was whether once the Board approved a pledge to an individual how long should they wait to honor it and what are the expectations regarding the pledgee. Decided that pledgee was obligated to honor it and to act in good faith in pursuing a buyer.

**4. Review of Minutes April 27, 2016, Regular meeting**

Member Mitrakas motioned to accept and file the minutes of the March 30, 2016 regular meeting Member Bouvier seconded. Vote to approve minutes with amendment and place on file 3-0.

Motion made to adjourn: 8:30 pm vote: 3-0 for adjournment. Next meeting is the regular monthly meeting on Wednesday, June 29<sup>th</sup>, 2016 at 7:30 PM.

Respectfully submitted,



Walter Bonin, Chairman



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## BOH MEETING MINUTES – 03/08/16

### Attending

Robin Williams, Chair  
John Curran, Vice Chair  
James Griffin, Member

Also in attendance: Cathleen Liberty, Director of Public Health, Tina Nolin, Senior Clerk and Nicole Isabell, Public Health Nurse

### **Meeting called to order 6:28 pm**

Board Reorganization, Review of Minutes and Sheltering Regulations were tabled until after the discussion with the school nurses.

### **Meet the School Nurses and Discussion of Vaccines**

Mary Zakrzewski, RN the District Health Services Coordinator and Karen D'Alessandro RN, nurse at the Whitcomb Middle School (7<sup>th</sup> and 8<sup>th</sup> grades) were in attendance to meet the Board members and to discuss the potential partnership between the Health Department and the school regarding implementing an immunization program that will provide new students with immunizations and physicals at the time of registering for school. More discussion took place on the logistics of starting and sustaining the program.

### **REVIEW OF MEETING MINUTES**

#### **Meeting minutes of February 2, 2016**

Motion to accept and place on file the minutes of February 2, 2016 – Member R Williams

Second – Vice Chairman J Curran, MD

3-0 Vote to accept and place on file the minutes of February 2, 2016

### **PUBLIC HEALTH ISSUES**

#### **Dementia Friendly Community Initiative**

Chairman Griffin gave a verbal presentation on the program and reported that he would be attending the meetings and extended an invitation to the Board members and the Director, but he would keep them informed of the progress of the Initiative.

### **BOARD BUSINESS**

#### **Sheltering Regulations**

Director Liberty presented another quick introduction about the regulations and their purpose and as requested at the Board's last meeting reported that there was only one establishment in the city that currently involved in a sheltering program, previously there had been two. Current numbers stand at roughly four children and three families are being sheltered. After some discussion the Board decided to review the information for the April meeting and at that time call a vote for advertising and a public meeting to move the regulation adoption process along.

**MONTHLY REPORTS**

**Nurses Report**

Presented by Nicole Isabelle, Public Health Nurse – report was accepted and approved to be place placed on file.

**Sanitarians' report**

Presented by Director Liberty - reports were accepted and approved to be place placed on file.

**UNKNOWN BUSINESS AT TIME OF MEETING**

Chairman Griffin requested that a discussion of Vaping establishments be placed on the next agenda to discuss the numbers seen coming in and wanting to come in to the city; and if a cap on how many should be allowed.

Director Liberty reported that currently 2 establishments had received Retail Tobacco Permits was in the process of applying.

**BOARD REORGANIZATION**

With recognition of the Chairman Griffin's request to be chair for one year and then step down, Chairman Griffin motioned to nominate Member Williams for the next Board Chair. Vice-Chairwoman Curran seconded the motion. Vote 3-0 to approve Robin Williams as the new Board Chair. Director Williams went on to request Dr. Curran to remain as vice-chair, which he agreed to do.

**ADJOURN**

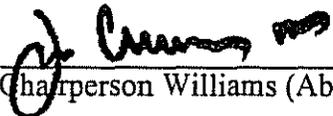
Motion – to adjourn meeting at 7:52 pm-Chairwoman Williams

Second – Member Griffin

3-0 vote to adjourn Board of Health Meeting at 7:52 pm

**Next Board of Health meeting is set for April 5th, 2016 at 6:30 pm in the Council Committee Room**

Respectfully submitted,

  
\_\_\_\_\_  
Chairperson Williams (Absent)/Vice Chair Curran (Signed)

6/07/2016  
\_\_\_\_\_  
Dated

Cc: Board of Health Members  
City Council  
City Clerk  
City of Marlborough Website