

REGULAR MEETING  
JULY 22, 2019  
TIME: 8:00 PM

IN CITY COUNCIL  
ABSENT  
LOCATION: CITY HALL, 140 MAIN STREET, 2<sup>ND</sup> FLOOR

CONVENED:  
ADJOURNED:  
RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUL 18 P 2:05

### *Presentation of City Scholarships 2019*

Brian Boxell  
Advanced Math & Science Academy

Andy Bonilla  
Marlborough High School

Ashley LeConti  
Assabet Valley Regional Technical High School

Michael O'Donnell  
Marlborough High School

Jack Tobin  
Marlborough High School

1. Minutes, City Council Meeting, June 17, 2019.
2. PUBLIC HEARING On the Application for Special Permit from Attorney Brian Falk, on behalf of St. Mary's Credit Union, for two drive-thru facilities associated with a bank and coffee shop building to be located at 133 South Bolton Street, Order No. 19-1007720.
3. PUBLIC HEARING On the Application for Special Permit from Attorney Brian Blaesser, on behalf of Cameron General Contractors, to construct a Senior Independent Living Multifamily Community, pursuant to the provisions of the Retirement Community Multifamily Overlay District, 90 Crowley Drive, Order No. 19-1007703.
4. Communication from the Mayor, re: New and Promoted Officers of the Marlborough Police Department.
5. Communication from the Mayor, re: Transfer Request in the amount of \$220,000.00 from PEG Funds to IT Equipment, to fund upgrades throughout the city.
6. Communication from the Mayor, re: Reimbursement Acceptance in the amount of \$218,904.38 from FEMA for snow removal from the winter storm event on March 13, 2018.
7. Communication from the Mayor, re: Transfer Request in the amount of \$200,000.00 from Economic Development to MEDC Funding for a City Shuttle Service for a one-year period.
8. Communication from the Mayor, re: Grant Acceptance in the amount of \$2,000.00 from Target Corporation awarded to the Police Department to fund the annual Heroes and Helpers program.
9. Communication from the Mayor, re: Grant Acceptance in the amount of \$1,108.80 from Attorney General Maura Healey to fund an additional summer intern for the Board of Health.
10. Communication from the Mayor, re: Request for Revocation of License to Encroach, 26 Monument Avenue, (X Order No. 99-8201).

**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.**

11. Communication from the Mayor, re: Veto of Council Order No. 17/19-1007055D, relative to Petition of AT&T to place small cell site on utility pole 2-84 at 28 Concord Road.
12. Communication from City Solicitor, Jason Grossfield, re: Application for LED Sign Special Permit, Main Street Bank, 81 Granger Boulevard, in proper legal form, Order No. 18/19-1007423E.
13. Communication from City Solicitor, Jason Grossfield on behalf of Councilor Delano, Proposed Zoning Amendment to Chapter 650 §12, Nonconforming Uses, Order No. 19-1007673A.
14. Communication from City Solicitor, Jason Grossfield, re: Proposed Grant of Easement to MA Electric for service to Marlborough High School, 431 Bolton Street.
15. Communication from City Solicitor, Jason Grossfield, re: Proposed Easement for Sudbury Street Sewer Project, Phase 4, 55 Hanlon Drive, in proper legal form, Order No. 19-1007717.
16. Communication from City Solicitor, Jason Grossfield, re: Proposed Easement for Sudbury Street Sewer Project, Phase 4, 263 Sudbury Street, in proper legal form, Order No. 19-1007718.
17. Communication from City Solicitor, Jason Grossfield, re: Proposed Easement for Sudbury Street Sewer Project, Phase 4, 299 Sudbury Street, in proper legal form, Order No. 19-1007719.
18. Communication from David Richardson of Flying Dreams Brewing Co., 277 Main Street, to add outdoor seating on Rawlins Avenue for their establishment.
19. Communication from Attorney Michael Norris on behalf of Renato Fontes, re: Proposed Rezoning of land off 269 Mechanic Street identified as Map 56, Parcel 125.
20. Communication from Attorney Brian Falk on behalf of Vincenza Sambataro, re: Request to Extend Time Limitations to September 24, 2019 at 10:00 PM on the Application for Special Permit to construct a Mixed-Use Development in the Marlborough Village District consisting of both residential and commercial space, 161-175 Main Street, Order No. 19-1007571B (X18/19-1007135B).
21. Petition from Massachusetts Electric and Verizon New England, to install a new Pole 8-5 at 150 Hayes Memorial Drive to service a new customer.
22. Communication from various residents, re: Letter of Opposition to Proposed Zoning Amendment – Home Office and Contractor/Landscape Contractor Storage Yards, Order No. 18/19-1007500H.
23. Communication from Central MA Mosquito Control Project re: Responding to residents' concerns about mosquitos in their area on various dates in July 2019.
24. Minutes, School Committee, June 11, 2019.
25. Minutes, Board of Assessors, June 5, 2019.

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26. Minutes, Commission on Disabilities, May 14, 2019.
27. Minutes, Conservation Commission, June 6, 2019.
28. Minutes, Planning Board, May 20, 2019 & June 3, 2019.
29. Minutes, Retirement Board, April 30, 2019.

## 30. CLAIMS:

- a) Eden Beane, 325 Stone Road, Vassalboro, ME, other property damage and/or personal injury.
- b) Lisa McNally, 212 Glen Street, residential mailbox claim (2a).
- c) Joanis Nieves, 25 Ragina Avenue, Webster, other property damage and/or personal injury.
- d) Frank Sangiorgio, 42 Karopulios Drive, pothole or other road defect.

## REPORTS OF COMMITTEES:

31. That the Mayor and City Council review the pros and cons of the establishment of an Alternative Energy Committee in the City of Marlborough to explore the availability of planning assistance, grants, and other funding sources to assist homeowners and members of the business community in converting to renewable and other alternative energy sources. The committee's charge will be to promote phasing out fossil fuels. ....Submitted by Councilor Doucette.

## UNFINISHED BUSINESS:

From City Council

32. **Order No. 19-1007697A-1 – Street Construction Bond:** The Finance Committee voted 4 - 0 to approve the \$4,000,000.00 bond for Street Construction – Overlaying and Milling. The City Council ordered the advertising of the bond on June 17, 2019. **The Bond was advertised on July 12, 2019.**
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RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 JUN 21 A 11: 10

**CITY OF MARLBOROUGH  
OFFICE OF CITY CLERK  
Steven W. Kerrigan  
140 Main St.  
Marlborough, MA 01752  
(508) 460-3775 FAX (508) 460-3723**

**JUNE 17, 2019**

Regular meeting of the City Council held on Monday, June 17, 2019 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Juaira, Oram, Ossing, Robey, Delano, Doucette, Dumais, Tunnera, Irish and Landers. Meeting adjourned at 9:39 PM.

**ORDERED:** That the Minutes of the City Council meeting, June 3, 2019 **FILE**; adopted.

Motion made by Councilor Ossing to move the Communication from the Mayor, re: Promotions within the Fire Department up on the agenda, **APPROVED**; adopted.

**ORDERED:** That the Communication from the Mayor, re: Promotions within the Marlborough Fire Department, **FILE**; adopted.

At this time the City Clerk administered the oath to Captain Frederick Johannes and Lieutenant Brian Leonard. Council President Clancy then recognized and thanked the two new officers and new Lieutenant Christie Clement who was unable to attend, for their service to the City of Marlborough.

**ORDERED:** That the PUBLIC HEARING On the Application for LED Sign Special Permit from Attorney Elizabeth McDonough Noonan on behalf of Colbea Enterprises, LLC (Shell Gas Station), 342 Boston Post Road East, Order No. 19-1007670, all were heard who wish to be heard, hearing closed at 8:11 PM; adopted.

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

**ORDERED:** That the PUBLIC HEARING On the Proposed Zoning Amendment to Chapter 650 §12, Nonconforming Uses, from Attorney Brian Falk on behalf of David Skarin, Order No. 19-1007673, all were heard who wish to be heard, hearing closed at 8:31 PM; adopted.

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

**ORDERED:** That the Reappointment of Chief David Giorgi as Keeper of the Lockup for a term of one year, **APPROVED**; adopted.

**ORDERED:** That the Communication from the Mayor, re: Draft Zoning Petition related to the Route 20 East corridor, refer to **URBAN AFFAIRS COMMITTEE**; adopted.

**ORDERED:** That the Communication from City Solicitor, Jason Grossfield, re: Proposed Small Cell Antenna Petition of New Cingular Wireless PCS, LLC (AT&T), 28 Concord Road, in proper legal form, **MOVED TO ITEM 33**; adopted.

- ORDERED: That the Communication from City Solicitor, Jason Grossfield, re: Application for Special Permit from Thomas Coder, to demolish the existing single-story home and construct a new two-story home at 21 Patten Drive, in proper legal form, **MOVED TO ITEM 27**; adopted.
- ORDERED: That the Communication from DPW Commissioner, John Ghiloni, re: Proposed Easement for Sudbury Street Sewer Project, Phase 4, 55 Hanlon Drive, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.
- ORDERED: That the Communication from DPW Commissioner, John Ghiloni, re: Proposed Easement for Sudbury Street Sewer Project, Phase 4, 263 Sudbury Street, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.
- ORDERED: That the Communication from DPW Commissioner, John Ghiloni, re: Proposed Easement for Sudbury Street Sewer Project, Phase 4, 299 Sudbury Street, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.
- ORDERED: That the Communication from Code Enforcement Officer, Ethan Lippitt, re: Request for Sign together with application of, Synopsys, 11 Apex Drive, within the HRMUOD, **APPROVED**; adopted.
- ORDERED: That there being no objection thereto set **MONDAY, JULY 22, 2019** as **DATE FOR PUBLIC HEARING** On the Application for Special Permit from Attorney Brian Falk, on behalf of St. Mary's Credit Union, for two drive-thru facilities associated with a bank and coffee shop building to be located at 133 South Bolton Street, refer to **URBAN AFFAIRS COMMITTEE & ADVERTISE**; adopted.

**Councilor Delano recused.**

- ORDERED: That the Communication from Touré Foster, re: Letter of Opposition to Proposed Zoning Amendment – Home Office and Contractor/Landscape Contractor Storage Yards, Order No. 18/19-1007500F, **FILE**; adopted.
- ORDERED: That a Communication be sent to the MA State Lottery Commission, in opposition to the issuance of a Keno Monitor to the existing Keno To Go agent, Marlboro Smoke Shop, 170 Pleasant Street, **APPROVED**; adopted.
- ORDERED: That the Minutes, Board of Assessors, May 1, 2019, **FILE**; adopted.
- ORDERED: That the Minutes, Conservation Commission, May 16, 2019, **FILE**; adopted.
- ORDERED: That the Minutes, Historical Commission, May 16, 2019, **FILE**; adopted.
- ORDERED: That the Minutes, High School Council, June 10, 2019, **FILE**; adopted.
- ORDERED: That the following CLAIMS, refer to the **LEGAL DEPARTMENT**; adopted.
- a) Alexandre Cezar, 62 Linda Circle, other property damage and/or personal injury.
  - b) Jeff DiBuono, 25 Jacobs Road, residential mailbox claim (2a).
  - c) Lauren Jackson, 219 Phelps Street, pothole or other road defect.
  - d) Elyse Probst, 22 Broad Street, #225, other property damage and/or personal injury.

## Reports of Committees:

Councilor Ossing reported the following out of the Finance Committee:

**City Council Finance Committee  
Monday June 10, 2019  
In Council Chambers**

Finance Committee Members Present: Chairman Ossing; Councilors Oram, Irish and Dumais.

Finance Committee Members Absent: Robey

Other Councilors in Attendance: Councilor Clancy, Landers and Doucette.

The meeting convened at 7:00 PM.

**1. Order #19-1007697 (A&B) – FY19 Capital Project Requests - Bond for \$4,000,000.00 and Undesignated Fund Transfers for \$1,752,958.50:** The Finance Committee reviewed the Mayor's letter dated May 30, 2019 requesting the approval of one bond totaling \$4,000,000.00 for Capital Projects and a transfer of \$1,752,958.50 from the Undesignated Fund Account to purchase Department Equipment. The Finance Committee took the following actions:

- **Order #19-1007697A: Street Construction:** The Finance Committee voted 4 - 0 to approve the \$4,000,000.00 bond for street construction – overlaying and milling.
- **Order #19-1007697B - Transfer \$1,752,958.50 from Undesignated Funds to Purchase Capital Equipment for the Department of Public Works (DPW), Public Facilities, Sewer, Building Department, Fire Department, and Police Department:** The Finance Committee took the following actions:
  - The Finance Committee voted 4 - 0 to approve the \$60,000.00 for Fire Department Protective clothing.
  - The Finance Committee voted 4 - 0 to approve the \$750,000.00 for Sewer Pump Station Upgrades.
  - The Finance Committee voted 4 - 0 to approve the \$201,000.00 for Police Department Equipment (\$193,000.00 for police cruisers and \$8,000 for fitness equipment).
  - The Finance Committee voted 4 - 0 to approve the \$283,958.50 for the DPW for the completion of Glen Street project.
  - The Finance Committee voted 4- 0 to approve the \$28,000.00 for the Building Department for replacement vehicle.
  - The Finance Committee voted 4 – 0 to approve the \$430,000.00 for the DPW Public Facilities for improvements to City Buildings.

## Reports of Committee Continued:

The Finance Committee agreed to support suspending the rules at the June 17, 2019 City Council meeting to advertise the bond and approve the Department Equipment transfers.

2. **Order #19-1007698 – Transfer \$49,090.00 from the Reserve for Salaries Account to Fund the DPW Engineers Contract:** The Finance Committee reviewed the Mayor's letter dated May 30, 2019 requesting the transfer of \$49,090.00 from the Reserve for Salaries account to fund the DPW Engineers Contract. The new contract covers FY19, 20 and 21. The Finance Committee voted 4 - 0 to approve the transfer request to fund the DPW Engineers contract for FY19.
3. **Order #19-1007699 – Transfer \$6,000.00 from Reserve for Salaries to Fund City Solicitor:** The Finance Committee reviewed the Mayor's letter dated May 30, 2019 requesting the transfer of \$6,000.00 from Reserve for Salaries to fund the City Solicitor account. The Finance Committee voted 4 - 0 to approve the transfer.

The Finance Committee agreed to support suspending the rules at the June 17, 2019 City Council meeting to approve both transfer request orders.

The Finance Committee adjourned at 7:31 PM.

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

Meeting Name: City Council Public Services Committee  
Date: June 10, 2019  
Location: City Council Chambers, 2<sup>nd</sup> Floor, City Hall, 140 Main Street

Convened: 6:30 PM – Adjourned: 6:45 PM

Present: Chairman Landers; Public Services Committee Members Councilors Doucette (arrived 6:34 PM) and Irish; and Councilors Clancy and Ossing

**Order No. 19-1007611A: Petition from Comcast, to install new underground 3" PVC conduit for approximately 1055' and (3) 2' x 3' vaults starting at 46 Lizotte Drive to service to 130 Lizotte Drive.** Dave Flewelling, Comcast, explained the petition was to extend the Comcast service on Lizotte Drive from #46 by placing 1,055 feet of conduit and three, 2' by 3' manholes to provide future service to 130 Lizotte Drive. Chairman Landers asked if Comcast could use the three-inch conduit to provide service to others and Mr. Flewelling confirmed anyone who wanted service in that building would be able to since there is plenty of capacity in the three-inch conduit. **Motion by Councilor Irish, seconded by Chair, to approve Order No. 19-1007611A. Motion carried 2-0. Motion by Councilor Irish, seconded by the Chair, to request a Suspension of the Rules at the June 17, 2019 City Council Meeting to vote upon the petition. The motion carried 2-0.**

## Reports of Committee Continued:

**Order No. 19-1007629A: Petition from MA Electric to install a new pole 47-84 to use as a stub pole for poles 47 and 47-5 on Bolton Street.** Albert Galvin, Design Engineer, National Grid explained the stub pole is generally five feet shorter than a normal pole in the street and it maintains the stability of the poles, so they do not start slanting. They maintain proper heights above the roads and are generally used if they are unable to use guy wires in the opposite direction to hold the poles in place. President Clancy asked how high it would be when crossing Route 85 and Mr. Galvin responded their minimum standard is eighteen feet and, in this instance, he believed it would be over twenty feet once the height of the poles is considered. **Motion by Councilor Doucette, seconded by Councilor Irish, to approve the petition. Motion carried 3-0. Motion by Councilor Irish, seconded by the Chair, to request a Suspension of the Rules at the June 17, 2019 City Council Meeting to vote upon the petition. The motion carried 3-0.**

**Order No. 19-1007690: Petition from Massachusetts Electric and Verizon New England, to relocate Pole and anchor #6 to the opposite side of Boudreau Avenue to accommodate a city road widening project.** Albert Galvin, Design Engineer, National Grid, explained this petition would allow the City to widen the road by relocating the pole to the opposite side of the street so it would be in line with the rest of the poles. Responding to Councilor Irish, Mr. Galvin did not have the specific timeline for the project as he is not involved with scheduling. **Motion by Councilor Irish, seconded by the Chair, to approve Order No. 19-1007690. Motion carried 3-0. Motion by Councilor Irish, seconded by the Chair, to request a Suspension of the Rules at the June 17, 2019 City Council Meeting to vote upon the petition. The motion carried 3-0.**

Motion made and seconded to adjourn. The motion carried 3-0. Meeting adjourned at 6:45 PM.

**Suspension of the Rules requested – granted.**

ORDERED: At the Regular Meeting of the Marlborough City Council on June 17, 2019, the following bond, **ORDERED ADVERTISED**; adopted.

**STREET CONSTRUCTION BOND**

That the sum of \$4,000,000.00 (four million dollars) be and is hereby appropriated for street construction.

That to meet said appropriations, the Comptroller/Treasurer, with the approval of the Mayor, is hereby authorized to borrow the sum of \$4,000,000.00 under and pursuant to the provisions of Chapter 44, Section 7 (1) of the Massachusetts General Laws, as amended and supplemented, or any other enabling authority, and to issue bonds or notes of the City of Marlborough therefor. Any premium received by the City upon the sale of any bonds or notes approved by this vote, less any such premium applied to the payment of costs of issuance of such bonds or notes, may be applied to the payment of costs approved by this vote in accordance with Chapter 44, Section 20 of the General Laws, thereby reducing the amount authorized to be borrowed to pay such costs by a like amount.

**Suspension of the Rules requested – granted.**

ORDERED: That Transfer Request in the amount of \$1,752,958.50 for various department Capital Requests, **APPROVED**; adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS –									
DEPT:		Various			FISCAL YEAR:		2019		
FROM ACCOUNT:		TO ACCOUNT:							
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$6,919,461.00	\$1,752,958.50	10000	35900	Undesignated Fund	\$60,000.00	19300006	58512	Capital Outlay-Fire	\$68,937.45
	Reason:	To fund equipment requests							
					\$750,000.00	19300006	58461	Capital Outlay-Sewer	\$0.00
					\$201,000.00	19300006	58593	Capital Outlay-Police	\$1,716.25
	Reason:								
					\$283,958.50	19300006	58514	Capital Outlay-DPW Projects	\$0.00
	Reason:								
					\$28,000.00	19300006	57102	Capital Outlay-Building	\$0.00
	Reason:								
					\$430,000.00	19300006	58467	Capital Outlay-Public Facilities	\$0.00
	Reason:								
	\$1,752,958.50	Total			\$1,752,958.50	Total			

**Suspension of the Rules requested – granted.**

**ORDERED:** That the Transfer Request for the Department of Public Works in the amount of \$49,090.00 00 to fund the recently ratified 3-year contract with the DPW Engineers Local 176 through FY2021, **APPROVED**; adopted.

CITY OF MARLBOROUGH										
BUDGET TRANSFERS –										
DEPT:						FISCAL YEAR:		2019		
Available Balance	Amount	FROM ACCOUNT:		Account Description:	Amount	TO ACCOUNT:		Account Description:	Available Balance	
		Org Code	Object			Org Code	Object			
\$485,582.65	\$49,090.00	11990006	57820	Reserve for Salaries	\$1,560.00	14001101	50108	GIS Administrator	\$5,977.00	
	Reason:	Contractual Obligation			Reason:	Contractual Obligation				
					\$3,700.00	14001101	50660	Asst. City Engineer	\$14,219.00	
	Reason:				Reason:	Contractual Obligation				
					\$1,110.00	14001101	50700	Grade II Engineering Aide	\$5,573.00	
	Reason:				Reason:	Contractual Obligation				
					\$5,630.00	14001101	50710	Junior Civil Engineer	\$29,504.00	
	Reason:				Reason:	Contractual Obligation				
					\$230.00	14001103	51430	Longevity	\$109.00	
	Reason:				Reason:	Contractual Obligation				
					\$275.00	14001103	51920	Sick Leave Buy Back	\$0.00	
	Reason:				Reason:	Contractual Obligation				
					\$1,780.00	14001301	50660	General Foreman	\$6,920.00	
	Reason:				Reason:	Contractual Obligation				
					\$630.00	14001303	51430	Longevity	\$206.00	
	Reason:				Reason:	Contractual Obligation				

CITY OF MARLBOROUGH  
BUDGET TRANSFERS -

DEPT:		FROM ACCOUNT:				FISCAL YEAR:		2019			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance		
					\$390.00	14001303	51920	Sick Leave Buy Back	\$0.00		
	Reason:				Reason:			Contractual Obligation			
					\$1,850.00	14001401	50692	Automotive Maintenance	\$7,017.00		
	Reason:				Reason:			Contractual Obligation			
					\$125.00	14001403	51430	Longevity	\$4.00		
	Reason:				Reason:			Contractual Obligation			
					\$75.00	14001403	51920	Sick Leave Buy Back	\$0.00		
	Reason:				Reason:			Contractual Obligation			
					\$1,850.00	14001501	50680	General Foreman	\$7,017.00		
	Reason:				Reason:			Contractual Obligation			
					\$625.00	14001503	51430	Longevity	\$0.00		
	Reason:				Reason:			Contractual Obligation			
					\$1,060.00	14001503	51920	Sick Leave Buy Back	\$69.00		
	Reason:				Reason:			Contractual Obligation			
					\$1,515.00	60080001	50570	Chemist	\$15,422.00		
	Reason:				Reason:			Contractual Obligation			

CITY OF MARLBOROUGH  
BUDGET TRANSFERS -

DEPT:		FROM ACCOUNT:			FISCAL YEAR:		2019			TO ACCOUNT:	
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance		
					\$1,150.00	60080001	50580	Asst. Chemist	\$4,404.00		
	Reason:				Reason:	Contractual Obligation					
					\$35.00	60080003	51430	Longevity	\$0.00		
	Reason:				Reason:	Contractual Obligation					
					\$10.00	60080003	51920	Sick Leave Buy Back	\$194.00		
	Reason:				Reason:	Contractual Obligation					
					\$6,210.00	60081001	50850	Treatment Plant Operator	\$27,898.00		
	Reason:				Reason:	Contractual Obligation					
					\$1,850.00	60081001	50910	Chief Treatment Plant Oper.	\$7,107.00		
	Reason:				Reason:	Contractual Obligation					
					\$300.00	60081003	51430	Longevity	\$0.00		
	Reason:				Reason:	Contractual Obligation					
					\$185.00	60081003	51920	Sick Leave Buy Back	\$0.00		
	Reason:				Reason:	Contractual Obligation					
					\$5,500.00	60085001	50850	Treatment Plant Operator	\$21,509.00		
	Reason:				Reason:	Contractual Obligation					

CITY OF MARLBOROUGH  
BUDGET TRANSFERS -

DEPT:		FROM ACCOUNT:				FISCAL YEAR:		2019		TO ACCOUNT:		Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance	Balance	Balance	
	Reason:				Reason:	Contractual Obligation						
					\$1,800.00	60085001	50910	Chief Treatment Plant Oper.		\$7,144.00		
	Reason:				Reason:	Contractual Obligation						
					\$100.00	60085003	51430	Longevity		\$0.00		
	Reason:				Reason:	Contractual Obligation						
					\$95.00	60085003	51920	Sick Leave Buy Back		\$1.00		
	Reason:				Reason:	Contractual Obligation						
					\$1,725.00	61090001	50680	General Foreman		\$8,481.00		
	Reason:				Reason:	Contractual Obligation						
					\$75.00	14001403	51440	Education Incentive		\$43.00		
	Reason:				Reason:	Contractual Obligation						
					\$75.00	14001503	51440	Education Incentive		\$0.00		
	Reason:				Reason:	Contractual Obligation						
					\$4,500.00	60081003	51440	Education Incentive		\$575.00		
	Reason:				Reason:	Contractual Obligation						
					\$3,000.00	60085003	51440	Education Incentive		\$0.00		
	Reason:				Reason:	Contractual Obligation						
					\$75.00	61090003	51440	Education Incentive		\$0.00		
	Reason:				Reason:	Contractual Obligation						

**Suspension of the Rules requested – granted.**

ORDERED: That the Transfer Request for the Legal Department in the amount of \$6,000.00 from Reserved for Salaries to City Solicitor to fund the position for the remainder of FY19, **APPROVED**; adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS –									
DEPT:		Legal				FISCAL YEAR:		2019	
FROM ACCOUNT:					TO ACCOUNT:				
Available	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available
Balance									Balance
\$485,582.65	\$6,000.00	11990006	57820	Reserve for Salaries	\$6,000.00	11510001	50030	City Solicitor	\$11,766.55
Reason:		To fund City Solicitor line through June 30th due to a retirement							
	\$6,000.00	Total			\$6,000.00	Total			

**Suspension of the Rules requested – granted**

ORDERED: That the Petition from Comcast, to install new underground 3” PVC conduit for approximately 1055’ and (3) 2’ x 3’ vaults starting at 46 Lizotte Drive to service to 130 Lizotte Drive, **APPROVED**; adopted.

**Suspension of the Rules requested – granted.**

ORDERED: That the Petition from MA Electric to install a new pole 47-84 to use as a stub pole for poles 47 and 47-5 on Bolton Street, **APPROVED**; adopted.

**Suspension of the Rules requested – granted.**

ORDERED: That the Petition from Massachusetts Electric and Verizon New England, to relocate Pole and anchor #6 to the opposite side of Boudreau Avenue to accommodate a city road widening project, **APPROVED**; adopted.

**ORDERED:** That the Transfer Request for the Department of Public Works in the amount of \$1,325,300.00 which moves funds from Undesignated to Overtime-Snow & Ice, Snow Removal and Operating Expenses in the amounts of \$280,300.00, \$395,000.00 & \$650,000.00 respectively to fund FY19 deficit, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --										
	DEPT:	DPW					FISCAL YEAR:	2019		
		FROM ACCOUNT:					TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$6,919,461.00	\$1,325,300.00	10000	35900	Undesignated Fund	\$280,300.00	14001203	51390	Overtime-Snow & Ice	-\$280,292.68	
	Reason:	To fund the snow & ice deficit for FY19								
					\$395,000.00	14001206	52960	Snow Removal	-\$392,271.23	
	Reason:									
					\$650,000.00	14001206	57040	Operating Expenses	-\$647,654.04	
	\$1,325,300.00	Total			\$1,325,300.00	Total				

**ORDERED:** That the Transfer Request in the amount of \$388,000.00 which moves funds from Meals Tax Revenue Account to fund FY19 bond payments associated with Parks & Recreation improvements, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --										
	DEPT:	Comptroller					FISCAL YEAR:	2019		
		FROM ACCOUNT:					TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$3,925,755.96	\$388,000.00	27000	33086	Fund Bal-Parks & Fields Capital	\$388,000.00	19910009	49715	Transfer-Meal Local Option	\$0.00	
	Reason:	Local options meals tax funding FY19 bond payments associated with parks & fields as per the recap								
	\$388,000.00	Total			\$388,000.00	Total				

**ORDERED:** That the Transfer Request for the Department of Public Works in the amount of \$58,000.00 which moves funds to and from various accounts within Public Works, to fund park maintenance, consultant fees and roof and masonry repairs at the DPW, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --									
DEPT: Department of Public Works/Public Facilities					FISCAL YEAR: 19				
Available Balance	Amount	FROM ACCOUNT:			Amount	TO ACCOUNT:			Available Balance
		Org Code	Object	Account Description:		Org Code	Object	Account Description:	
\$23,343	\$15,000.00	14001002	50062	Finance Asst.	\$23,000.00	14001506	54640	Park Maintenance	\$49
	Reason:	Excess due to step increases				Byrne and Korean Veterans Field drainage, Irrigation at Women Veterans Park and Station 1			
\$45,142	\$8,000.00	14001101	50710	Junior Civil Engineer					
	Reason:	Excess due to step increases							
\$26,254	\$11,000.00	60080001	50630	Asst. Comm. Utilities	\$15,000.00	60081004	53174	Contract Services	\$888
	Reason:	Excess due to vacancy				Consultant fee for Assistant Commissioner duties			
\$18,041	\$4,000.00	60080001	50570	Chemist					
	Reason:	Excess due to maternity leave							
\$34,649	\$20,000.00	13032001	50292	Craftsman	\$20,000.00	11920006	53999	Other Services	\$14
	Reason:	Excess due to vacancy				Roof and masonry repairs at DPW			
\$58,000.00		Total			\$58,000.00	Total			

**ORDERED:** That the Transfer Request for the Human Resources Department in the amount of \$16,900.00 from Reserved for Salaries to Sick Leave Buy Back and Human Resources Director to fund the retirement benefit for David Brumby who will be retiring effective July 1, 2019, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --									
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$660,632.65	\$16,900.00	11990006	57820	Reserve for Salaries	\$11,900.00	11520001	50530	HR Director	\$13,851.56
	Reason:	To fund sick leave buy back & vacation due to a retirement							
					\$5,000.00	11520003	51920	Sick Leave Buy Back	\$0.00
\$16,900.00		Total			\$16,900.00	Total			

ORDERED: That the Transfer Request in the amount of \$4,500.00 which moves funds from Undesignated to Stabilization-Open Space from wireless antenna payments received in FY18, **APPROVED**; adopted.

CITY OF MARLBOROUGH										
BUDGET TRANSFERS --										
	DEPT:	Mayor				FISCAL YEAR:	2019			
		FROM ACCOUNT:				TO ACCOUNT:				
Available									Available	
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance	
\$6,919,461.00	\$4,500.00	10000	35900	Undesignated Fund	\$4,500.00	83600	32918	Stabilization-Open Space	\$522,426.13	
	Reason:	To transfer annual wireless antennae payments received by the City in fiscal year 2018 to Open Space Stabilization								
	\$4,500.00	Total			\$4,500.00	Total				

ORDERED: That no more than seventy-five thousand dollars (\$75,000.00) shall be expended from the Public Safety Revolving Fund during fiscal year 2020, unless otherwise authorized by City Council and Mayor, **APPROVED**; adopted.

ORDERED: That no more than three hundred fifty thousand dollars (\$350,000.00) shall be expended from the Parks and Recreation Revolving Fund during fiscal year 2020, unless otherwise authorized by City Council and Mayor, **APPROVED**; adopted.

ORDERED: That no more than seventy thousand dollars (\$70,000.00) shall be expended from the Council on Aging Revolving Fund during fiscal year 2020, unless otherwise authorized by City Council and Mayor, **APPROVED**; adopted.

ORDERED: That the Communication from City Solicitor, Jason Grossfield, re: Application for Special Permit from Thomas Coder, to demolish the existing single-story home and construct a new two-story home at 21 Patten Drive, in proper legal form, **FILE**; adopted.

ORDERED:

**DECISION FOR SPECIAL PERMIT**

**THOMAS CODER**  
**21 Patten Drive, Marlborough, MA**

**CITY OF MARLBOROUGH**  
**CITY COUNCIL ORDER NO. 19-1007612C**

**DECISION ON AN APPLICATION FOR SPECIAL PERMIT**

The City Council of the City of Marlborough hereby **GRANTS** the application for a Special Permit to Thomas P. Coder of 21 Patten Drive, Marlborough MA 01752, as provided in this Decision and subject to the following Findings of Fact and Conditions:

**PROCEDURAL FINDINGS**

1. Thomas Coder, with an address of 21 Patten Drive, Marlborough, MA 01752, is the owner of real property located at 21 Patten Drive, Marlborough, MA 01752 (the "Applicant").
2. The Applicant is the owner of said real property which is described in a deed recorded with the Middlesex South District Registry of Deeds at Book 71802, Page 461, and identified on the City of Marlborough Assessor's Maps as Map 5, Parcel 80 (the "Site").
3. The Applicant, on or about March 11, 2019 filed with the City Clerk of the City of Marlborough an Application to City Council for Issuance of Special Permit (the "Application") under Section 12, Paragraph B. of Chapter 650 (Zoning) of the Code of the City of Marlborough to demolish the existing one story single-family dwelling located on the Site and to construct a new two story single-family dwelling on a new poured concrete foundation footprint (the "Project").
4. The Application consisted of an original and two copies of the following: (a) Application to the City Council for Issuance of Special Permit, (b) Special Permit-Summary Impact Statement, (c) Filing Fee check in the amount of \$300.00, (d) Plan Delivery Certification, (e) Tax Payment Certification, (f) Abutters List, (g) Existing and Preliminary Site Plans, (h) Architectural Drawings, (i) Certificate of Completeness of Application, and (j) Zoning Denial Letter (dated March 4th, 2019), (collectively the "Documents"), which Documents are incorporated herein and become a part of this Decision. Eleven sets of documents were delivered to the City Council and one set each to the Police Chief, the Fire Chief, the City Planner (Building Commissioner), the City Engineer, and the Conservation Officer, all in accordance with Section 59 of Chapter 650 of the Zoning Code of the City of Marlborough.
5. In accordance with the Rules and Regulations of the City Council and Massachusetts General Laws Chapter 40A, Sections 9 and 11, the City Council established a date for a public hearing on the Application, caused to be advertised notice of said hearing and the date thereof in the Marlborough Enterprise. All necessary abutters, as certified by the Office of the Marlborough Assessors, were provided notice as required by law.

6. The Marlborough City Council held a public hearing on the Application on April 29<sup>th</sup>, 2019 in accordance with the published notice (the "Public Hearing"). The time for the City Council to take final action on the Application is July 29<sup>th</sup>, 2019.
7. The Applicant presented testimony at the Public Hearing detailing the Project, its impact upon the neighborhood, and such issues as the City Council and members of the public deemed appropriate. Members of the public had the opportunity to testify at the Public Hearing. Subjects of concern were the deteriorated condition of the existing single-family dwelling, the proposed new two-story single-family dwelling, on a new concrete foundation.
8. The Site, located in the A-3 zoning district, has side setback of 11.5' to the foundation and 9.5' to the roof. With a rear setback reduced to 22 feet and is comprised of approximately 1,767 SF of land. Chapter 650-41 of the Zoning Code of the City of Marlborough requires 15' side setback and a lot size of 5,000 SF.
9. The Building Commissioner has determined that the existing single-story single-family dwelling is a legal pre-existing nonconforming structure with respect to lot size and setbacks, and that the proposed two-story single-family dwelling would increase or intensify the nonconformities of said structure. The proposed single-family dwelling would conform to requirements of the City of Marlborough Zoning Code in all respects except for the side yard, back yard setback requirements. Thus, the proposed reconstruction of the dwelling with an additional second floor within setback area intensifies the pre-existing legally non-conformity structure and requires a special permit from the City Council. The Zoning Denial Letter of the Building Commissioner, dated March 4<sup>th</sup>, 2019, is attached hereto as "**Attachment A.**"
10. The existing site plan submitted with the Application (as thereafter revised to its current attached version, if applicable) is entitled, "ZBA Petition Plan, 21 Patten Drive, Marlborough MA; Prepared for Thomas Coder" by Connorstone Engineering, 10 Southwest Cutoff, Suite 7, Northborough, MA 01532, graphic scale 1" = 20', dated March 7, 2019, attached hereto as "**Attachment B.**"
11. The architectural drawings submitted with the Application are entitled "Coder Residence, 21 Patten Drive, Marlborough, MA," by Silver Street Architects. Daniel Wezniak, AIA, dated February 5, 2019 (the "Architectural Drawings" A-0, A-1, A-2, A-3, A-4, A-5) and are attached hereto as "**Attachment C.**"

**BASED ON THE ABOVE, THE MARLBOROUGH CITY COUNCIL MAKES THE FOLLOWING FINDING OF FACT AND TAKES THE FOLLOWING ACTIONS:**

- A. The City Council finds that it may grant a Special Permit subject to such terms and conditions as it deems necessary and reasonable to protect the citizens of the City of Marlborough (also referenced herein as the "City").
- B. The City Council finds the Application for the Special Permit does not derogate from the intent or purpose of the Zoning Ordinance of the City of Marlborough.
- C. The Applicant has complied with all Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.

- D. The City Council makes these findings subject to the completion and adherence by the Applicant, his successors and/or assigns to the conditions more fully set forth herein.
- E. The City Council finds that the expansion or alteration of the existing legally nonconforming one story single-family structure, by demolition thereof and construction of the proposed new two story single-family dwelling, is not substantially more detrimental to the neighborhood than the existing nonconforming structure, that it is an appropriate use, and that is in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein.
- F. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby **GRANTS** the Applicant a Special Permit to build a single-family dwelling as shown on the Plans filed, **SUBJECT TO THE FOLLOWING CONDITIONS**, which conditions shall be binding on the Applicant, his successors and/or assigns:
1. Construction in Accordance with Applicable Laws. Construction of all structures on the Site is to be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts and shall be built according to the Site Plan and Architectural Drawings as may be subject to minor modifications with approval of the Building Commissioner.
  2. No additional decks. No deck(s) shall be constructed or permitted beyond what is expressly shown on the Plan in Attachment B.
  3. Recording of Special Permit. In accordance with the provisions of Massachusetts General Laws c. 40A, Section 11, the Applicant at his expense shall record this Special Permit in the Middlesex South District Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing the Special Permit has elapsed with no appeal having been filed, and before the Applicant shall apply to the Building Commissioner for a building permit concerning the proposed expansion. Applicant shall provide a copy of the recorded Special Permit to the City Council's office, to the Building Department and to the City Solicitor's office.

**APPROVED;** adopted.

**Yea: 10 – Nay: 0 – Abstain: 1**

**Yea: Doucette, Dumais, Tunnera, Irish, Clancy, Landers, Juairé, Oram, Ossing & Robey.**

**Abstain: Delano.**

ORDERED: That the City Council for the City of Marlborough hereby accepts from AvalonBay Orchards, Inc., a Maryland corporation, with an address of 671 N. Glebe Road, Suite 800, Arlington, Virginia 22203 (the "Grantor"), a Grant of Public Trail Easement on a certain portion of the Grantor's land located at 91 Boston Post Road East, Marlborough, Massachusetts. The Public Trail Easement consists of an area of 25,250 s.f. (0.580 acres) and is ten (10) feet in width in the location approximately shown as "Trail Easement" on the plan attached to the Grant of Public Trail Easement as Exhibit A, entitled "Easement Plan, Avalon Orchards, Boston Post Road, Marlborough, Mass.," dated May 22, 2003, prepared by Harry R. Feldman, Inc., Land Surveyors, 112 Shawmut Avenue, Boston, Mass. 02118; Scale: 1"=50' (2 sheets) (the "Plan"). The Plan is to be recorded along with the Grant of Public Trail Easement at the Middlesex County (South District) Registry of Deeds.

The Public Trail Easement is for the purpose of providing the perpetual right and non-exclusive easement for the general public to pass and repass on an approximately five (5) foot wide trail located within the Public Trail Easement for walking, hiking, jogging, snowshoeing, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities, **APPROVED**; adopted.

ORDERED: That the Conservation Restriction for AvalonBay Orchards, 91 Boston Post Road East, endorsed by the City Council and the Conservation Commission, **APPROVED**; adopted.

ORDERED: That the Regulatory Agreement for AvalonBay Orchards, 91 Boston Post Road East, which will extend to the year 2045 the ability to count all 156 rental units in the property as affordable units, **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer/Second Hand Dealer License, Jean Rabelo, d/b/a Post Road Used Auto Parts, 785 Boston Post Road East, **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer/Second Hand Dealer License, Gerald Dumais, d/b/a Dumais & Sons Second Hand Store, 65 Mechanic Street, **APPROVED**; adopted.

**Councilor Dumais recused.**

ORDERED: That the Application for Renewal of Junk Dealer/Second Hand Dealer License, Best Buy Stores LP #820, d/b/a Best Buy, 769 Donald J. Lynch Boulevard, **APPROVED**; adopted.

ORDERED: That the Petition from TC Systems, Inc., on behalf of AT&T, to install new underground conduits with cable on Forest Street from Pole #24 to Verizon MH #516 for a distance of 65' within the Public Way, **APPROVED**; adopted.

ORDERED: That the Communication from City Solicitor, Jason Grossfield, re: Proposed Small Cell Antenna Petition of New Cingular Wireless PCS, LLC (AT&T), 28 Concord Road, in proper legal form, **FILE**; adopted.

ORDERED: That the City Council for the City of Marlborough, pursuant to M.G.L. c.166, §22, does hereby approve the petition of New Cingular Wireless PCS, LLC ("AT&T") dated October 5, 2017, filed with the City Clerk on October 5, 2017, to grant a location on an existing utility pole (which pole shall first be replaced by National Grid as set forth herein) located at 28 Concord Road in Marlborough, which pole is designated as National Grid pole #2-84, in order for AT&T to deploy a small cell facility thereon by constructing and maintaining telecommunications wires and appurtenances, including a pole top antenna, equipment cabinet, circuit breaker box, electric meter main, related wiring, fiber optic cable, and conduit (the "Small Cell Facility"), all as depicted on plans submitted with AT&T's petition to the City Council's Wireless Communications Committee and Public Services Committee, which plans are attached hereto and incorporated herein;

subject, however, to the following conditions, which conditions shall be binding upon AT&T, its successors and/or assigns:

1. The Small Cell Facility shall be of such material and construction, and all work shall be done in such manner, as to be satisfactory to the City Council and the Engineering Division of the City's Department of Public Works (the "City Engineering Division").
2. AT&T shall indemnify and hold harmless the City against all damages, injuries, costs, expenses, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, allegedly caused by the acts or neglect of AT&T, its employees, agents and servants in any manner arising out of the rights and privileges granted herein to AT&T for its Small Cell Facility.
3. AT&T shall comply with the requirements of existing City ordinances, including but not limited to Chapter 473 thereof, entitled "Poles, Wires and Conduits," as may be applicable, and such requirements as may hereafter be adopted governing the construction and maintenance of the Small Cell Facility.
4. AT&T shall not install its Small Cell Facility on double poles. If National Grid pole #2-84 becomes a double pole in the future, AT&T shall remove its Small Cell Facility to a single pole as expeditiously as possible within the guidelines then prescribed by National Grid, but in any event no later than December 31 of the year in which National Grid pole #2-84 becomes a double pole; provided, however, that if AT&T is unable to comply with the December 31 deadline for reasons fairly attributable to National Grid, AT&T shall submit to the City Council a letter, to be received by the City Council prior to such deadline, requesting that the Council extend the deadline to a specified date in the subsequent year and providing good cause in support of such request.

5. All cutting of and/or digging into City streets and/or sidewalks by or on behalf of AT&T in conjunction with its Small Cell Facility is prohibited, as is all underground installation associated with the Small Cell Facility; provided, however, that the grounding rod proposed to be installed as part of the Small Cell Facility is permitted as long as 1) AT&T installs the rod immediately adjacent to National Grid pole #2-84 so as to cause minimal disturbance to the surface of the street or sidewalk, and 2) AT&T restores the street or sidewalk surface to its pre-disturbance condition to the satisfaction of the City Engineering Division.
6. The Small Cell Facility shall be color-coordinated so as to best minimize the visual impact of the Facility.
7. The Small Cell Facility's equipment cabinet, circuit breaker box, and electric meter main shall be mounted on the side of National Grid pole #2-84 facing away from the roadway.
8. Any future modification of the Small Cell Facility by AT&T shall require further City Council Approval.
9. Any future road reconstruction or repair project by the City and/or the Commonwealth requiring the relocation of National Grid pole #2-84 shall result in AT&T's moving their Small Cell Facility to another pole in a timely fashion after having been notified by the City Engineering Division about the road project; provided, however, that any such relocation shall require further City Council approval.
10. Prior to the commencement of construction and/or installation of the Small Cell Facility, AT&T shall provide the City Engineering Division with a written construction and/or installation schedule satisfactory to the Division.
11. Prior to the commencement of construction and/or installation of the Small Cell Facility, AT&T shall provide the City's Chief Procurement Officer (the "City CPO") with a bond from a surety authorized to do business in Massachusetts and satisfactory to the City CPO in an amount equal to the cost of removal of the Small Cell Facility from National Grid pole #2-84 and for the repair and/or restoration of the public way, in the vicinity of National Grid pole #2-84, to the condition the public way was in as of the date of this order, said amount to be determined by the City Engineering Division. The amount of the bond shall be the total of the estimate by the Division plus an annual increase of 3% for the operating life of the Small Cell Facility. AT&T shall notify the City CPO and the Division of any cancellation of, or change in the terms or conditions in, the bond.
12. Prior to commencement of construction and/or installation of the Small Cell Facility, National Grid shall replace the existing pole #2-84 with a new pole as further described in the plans attached hereto. Notwithstanding anything to the contrary, the Small Cell Facility shall not be placed on said existing pole, and this Grant of Location only authorizes the Small Cell Facility to be placed on the new replacement pole.

13. Failure by AT&T to comply with any of the above conditions to the satisfaction of the City Council or, as applicable, the City Engineering Division or the City CPO shall result in the City Council's review of AT&T's petition granted herein.

**APPROVED;** adopted.

**Yea: 11 – Nay: 0**

**Yea: Delano, Doucette, Dumais, Tunnera, Irish, Clancy, Landers, Juairc, Oram, Ossing & Robey.**

**ORDERED:** That the Proposed Zoning Ordinance Amendment to Chapter 650, §5, §17, & §18 – Home Office and Contractor/Landscape Contractor Storage Yards, refer to **URBAN AFFAIRS COMMITTEE;** adopted.

**ORDERED:** There being no further business, the regular meeting of the City Council is herewith adjourned at 9:39 PM; adopted.



# IN CITY COUNCIL

Marlborough, Mass., JUNE 17, 2019

## ORDERED:

That there being no objection thereto set **MONDAY, JULY 22, 2019** as **DATE FOR PUBLIC HEARING** On the Application for Special Permit from Attorney Brian Falk, on behalf of St. Mary's Credit Union, for two drive-thru facilities associated with a bank and coffee shop building to be located at 133 South Bolton Street, be and is herewith refer to **URBAN AFFAIRS COMMITTEE & ADVERTISE**.

**Councilor Delano recused.**

**Ninety days after public hearing is 10/20/19 which falls on a Sunday, therefore 10/21/19 would be considered the 90<sup>th</sup> day.**

ADOPTED

ORDER NO. 19-1007720



## IN CITY COUNCIL

Marlborough, Mass., JUNE 3, 2019

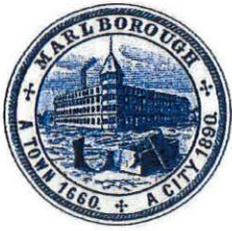
### ORDERED:

That there being no objection thereto set **MONDAY, JULY 22, 2019** as **DATE FOR PUBLIC HEARING** On the Application for Special Permit from Attorney Brian Blaesser, on behalf of Cameron General Contractors, to construct a Senior Independent Living Multifamily Community, pursuant to the provisions of the Retirement Community Multifamily Overlay District, 90 Crowley Drive, be and is herewith refer to **URBAN AFFAIRS COMMITTEE & ADVERTISE.**

**Ninety days after public hearing is 10/20/19 which falls on a Sunday, therefore 10/21/19 would be considered the 90<sup>th</sup> day.**

ADOPTED

ORDER NO. 19-1007703



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
Arthur G. Vigeant  
MAYOR

2019 JUL 18 A 10:20

*Kate Flanagan*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

140 Main Street  
Marlborough, Massachusetts 01752  
508.460.3770 Fax 508.460.3698 TDD 508.460.3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

July 18, 2019

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

RE: **New and Promoted Members of the Marlborough Police Department**

Dear President Clancy and Councilors:

I am pleased to inform you that three new members have joined the Marlborough Police Department: Officer Kyle Skagerlind, Officer David Tinglof and Officer Alexander Nevarez. Also, two members have been promoted to Sergeant: Patrol Officer Scott Carey and Patrol Officer James O'Malley, and one to Lieutenant: Sergeant Daniel Campbell.

The City of Marlborough is proud of those who answer the call to serve and protect our community. Please join me in congratulating the new officers, as well as the highly qualified members on their promotion to Sergeant.

Thank you for your time and consideration given to this matter.

Sincerely,

Arthur G. Vigeant  
Mayor



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUL 18 A 10:20

*Arthur G. Vigeant*  
MAYOR  
*Kate Flanagan*  
EXECUTIVE AIDE

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

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 18, 2019

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

**Re: Transfer Request – IT**

Honorable President Clancy and Councilors:

Please find enclosed for your review a transfer request in the amount of \$220,000.00 to fund Information Technology projects from the PEG Fund.

The IT department has requested the transfer to fund priority projects including \$75,000.00 for the replacement of two thirds of the city's computers, \$100,000.00 for the replacement of old, outdated AV equipment in the cafeterias of the three elementary schools and finally \$45,000.00 to complete the replacement of wireless antennas around the district.

Should you have any questions regarding this transfer, please do not hesitate to contact me or Mark Gibbs.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures



*City of Marlborough* &  
*Marlborough Public Schools*  
*Information Technology*

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752  
TEL. (508) 460-3763  
[mgibbs@marlborough-ma.gov](mailto:mgibbs@marlborough-ma.gov)



**April 17, 2019**

TO: Mayor's Office  
FROM: Mark Gibbs, Information Technology Director

Mayor,

I would like to respectfully request Capital funds for the following projects in order of priority:

1. The replacement of roughly 2/3<sup>rd</sup> of the computers in the City at a cost of about \$75,000.00.
2. The replacement of old, outdated AV equipment in the 3 elementary school cafeterium's. Including projection, sound system and blue ray system. Importantly, this would also provide a consistent AV environment in each facility so staff can move between buildings and find familiar, easy to use equipment. It will also serve to achieve near parity with the same facility in the new school building. The estimated cost of this project is \$100,000.00.
3. Replace wireless antennas around the district that the last round of E-Rate funds did not cover at a cost of about \$45,000.00.

Please feel free to contact me with any questions or concerns. I can be reached at 508-460-3763 or [mgibbs@marlborough-ma.gov](mailto:mgibbs@marlborough-ma.gov).

Sincerely,

Mark Gibbs,  
Information Technology Director

CITY OF MARLBOROUGH  
BUDGET TRANSFERS –

DEPT: IT

FISCAL YEAR: 2020

FROM ACCOUNT:

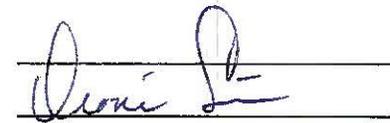
TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$238,060.67</u>	<u>\$220,000.00</u>	<u>27000099</u>	<u>47750</u>	<u>Receipts Reserved-PEG Funds</u>	<u>\$220,000.00</u>	<u>19300006</u>	<u>58618</u>	<u>IT Equipment</u>	<u>\$0.00</u>
	Reason:	<u>Use PEG funds for upcoming projects and various equipment purchases</u>							
	Reason:								
	Reason:								
	Reason:								
	\$220,000.00	Total			\$220,000.00	Total			

Department Head signature:

Auditor signature:

Comptroller signature:

  
\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PEG FEES**

8/29/2017 Verizon	\$111,192.81
8/29/2017 Comcast	\$105,212.77
11/7/2017 Comcast	\$104,451.39
11/29/2017 Verizon	\$108,894.94
2/27/2018 Verizon	\$105,934.98
2/27/2018 Comcast	\$102,247.17
2/27/2018 Comcast-franchise	\$3,332.00
4/2/2018 Verizon-franchise	\$3,295.50
5/8/2018 Comcast	\$96,069.98
5/21/2018 Verizon	\$107,727.46
8/23/2018 Comcast	\$95,348.01
8/23/2018 Verizon	\$101,215.51
8/28/2018 Verizon-franchise	\$2,678.62
11/16/2018 Comcast	\$94,728.72
12/4/2018 Verizon	\$97,462.08
12/4/2018 Verizon-franchise	\$5,049.85
2/20/2019 Comcast	\$95,246.35
2/20/2019 Verizon	\$97,007.90
3/4/2019 Verizon-franchise	\$5,026.30
3/25/2019 Verizon-annual fee	\$2,997.00
3/25/2019 Comcast-annual	\$3,208.00
5/17/2019 Comcast	\$92,916.51
5/31/2019 Verizon	\$99,268.12

Total Funding \$1,640,511.97

12/18/2017 co#17-1007095A	-\$282,100.00
5/21/2018 co# 18-1007263A	-\$355,519.00
10/15/2018 co# 18-1007352A	-\$254,000.00
3/11/2019 co# 19-1007565A	-\$510,832.30

Total Transfers -\$1,402,451.30

Available for future transfers \$238,060.67



*City of Marlborough*  
*Office of the Mayor*

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

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CITY OF MARLBOROUGH

2019 JUL 18 A 10:20

*Arthur G. Vigeant*  
MAYOR

*Kate Flanagan*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 18, 2019

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

**Re: Reimbursement Acceptance – Marlborough Fire Department**

Honorable President Clancy and Councilors:

Please find enclosed for your acceptance a reimbursement for the City of Marlborough snow removal in the amount of \$218,904.38. This reimbursement was awarded by the Federal Emergency Management Agency through Massachusetts Emergency Management Agency.

As Assistant Fire Chief Flynn's letter states, the winter storm of March 13, 2018 was declared a reimbursable event by FEMA. In April of this year we received the first part of our reimbursement for Fire Department staffing expenses incurred during the storm.

The second payment will be applied to the cost of snow removal, which in total, cost the City \$291,872.50. The FEMA reimbursement covers 75% of that cost totaling \$218,904.38. Thank you to Assistant Commissioner Ted Scott for his efforts in obtaining this substantial reimbursement.

If you have any questions, please do not hesitate to contact me or Assistant Chief Frederick F. Flynn.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



**CITY OF MARLBOROUGH  
FIRE DEPARTMENT**

215 Maple Street, Marlborough, MA 01752  
Business (508) 624-6986 Facsimile (508) 460-3795

June 25, 2019

Mayor Vigeant,

The winter storm of March 13, 2018 was declared a reimbursable event by FEMA. After many meetings and submittals to FEMA the City has received and accepted the first part of the winter storm reimbursement in April. This first payment was for expenses incurred for Fire Department staffing, \$7,409.02, and now we received the second and much more substantial payment for the snow removal is \$218,904.38. Assistant Commissioner Ted Scott deserves the credit for all the work he did to get this portion of the reimbursement. I have attached the supporting documentation.

A handwritten signature in black ink that reads "Frederick F. Flynn". The signature is fluid and cursive.

Frederick F. Flynn  
Assistant Fire Chief, Emergency Management Director

# 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/aef](http://www.mass.gov/aef) 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> Massachusetts Emergency Management Agency <b>MMARS Department Code:</b> GDA
<b>Legal Address: (W-9, W-4, T&amp;C):</b> 140 Main St Marlborough, MA, 01752-	<b>Business Mailing Address:</b> 400 Worcester Road, Framingham, MA 01702
<b>Contract Manager:</b> Fred Flynn, Asst. Fire Chief/EMD	<b>Billing Address (if different):</b>
<b>E-Mail:</b> <a href="mailto:fflynn@marlborough-ma.gov">fflynn@marlborough-ma.gov</a>	<b>Contract Manager:</b> Erica Heidelberg, Disaster Recovery Unit Supervisor
<b>Phone:</b> (508) 624-6984 <b>Fax:</b>	<b>E-Mail:</b> <a href="mailto:Erica.heidelberg@mass.gov">Erica.heidelberg@mass.gov</a>
<b>Contractor Vendor Code:</b> VC6000192111	<b>Phone:</b> (508) 820-2033 <b>Fax:</b> (508) 820-1404
<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> CTFEMA4379MARLB00163 <b>RFR/Procurement or Other ID Number:</b> FEMA-4379-DR-MA
<input checked="" type="checkbox"/> <b>NEW CONTRACT</b>	<input type="checkbox"/> <b>CONTRACT AMENDMENT</b>
<b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b> <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input checked="" type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification, scope and budget)	Enter Current Contract End Date <u>prior</u> to Amendment: Enter Amendment Amount: \$ _____ (or "no change") <b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b> <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
<b>COMPENSATION: (Check ONE option):</b> The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being ended). \$218,904.38	
<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: ___ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> 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> All work is subject to the Stafford Act and all requirements of 'Attachment A' are incorporated under this contract. (Reference CFDA# 97.036) PW PW-00163(0) To reimburse for FEMA 4379 March 13 <sup>th</sup> Snowstorm for Emergency Protective Measures- Snow Removal	
<b>ANTICIPATED START DATE: (Complete ONE option only)</b> The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: ___ 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no obligations have been incurred prior to the Effective Date.</u> ___ 2. may be incurred as of _____, 20____, a date <u>LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.</u> <input checked="" type="checkbox"/> 3. were incurred as 03/13/2018 a date <u>PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.</u>	
<b>CONTRACT END DATE:</b> Contract performance shall terminate as of 6/30/2019, 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, <u>subject to any required approvals.</u> The Contractor makes all certifications required under the (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> ; this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: <u>[Signature]</u> Date: <u>4/12/2019</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>FREDERICK F. FLYNN</u> Print Title: <u>ASST. FIRE CHIEF/EMD</u>	<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: <u>[Signature]</u> Date: <u>5/15/19</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>

PW-00163(0)

# 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 1099I 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 Paving 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 the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



## 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 contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L.c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for all payments under a Contract. Initial grant or contract payments may be accelerated for the first invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

## ANTICIPATED START DATE

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

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here. A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance

obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L.c.4, §9.

## CERTIFICATIONS AND EXECUTION

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

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

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

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

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

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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; TJR 05-11: New Independent Contractor Provisions and applicable TIRs.

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

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

Protection of Personal Data and Information. The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under G.L. c. 93H and c. 66A and Executive Order 504. The Contractor

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

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

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

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

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

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

## COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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.



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

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Charles D. Baker  
Governor

Samantha C. Phillips  
Director

Karyn E. Polito  
Lieutenant Governor

Thomas A. Turco III  
Secretary

April 12, 2019

**MEMA Scope, Terms, and Conditions (Attachment A)**

**CTFEMA4379MARLB00163**

**Contractor: City of Marlborough**

Disaster Declaration

Beginning March 13, 2018, the Commonwealth of Massachusetts experienced a 1-day period of a Severe Winter Storm and Snowstorm (with Snow Assistance). As a result, on July 19, 2018, Massachusetts received a Presidential declaration of disaster designated **FEMA-4379-DR-MA** for the incident period of March 13-14, 2018, including Public Assistance for Essex, Middlesex, Norfolk, Suffolk and Worcester Counties. Snow Assistance will be provided for a period of 48 hours for Essex, Middlesex, Norfolk, Suffolk, and Worcester Counties.

Parties

The Contractor or (sub-recipient) is an eligible public or private not-for-profit entity that has submitted a request for public assistance as an applicant to the Federal Emergency Management Agency (FEMA) Public Assistance Program and has received an approved award. The sub-recipient must be represented by a duly authorized official(s) of the Contractor whose signature(s), authorization(s), and/or certification(s) legally represent and bind the Contractor. The Commonwealth of Massachusetts, acting through its Massachusetts Emergency Management Agency ("Department"), is the non-Federal Grantee responsible for administering all public assistance as pass-through grants for FEMA. The Contractor is a Sub-recipient of the Commonwealth of Massachusetts that enters into contract # **CTFEMA4379MARLB00163** as described in this Attachment A.

Purpose

The FEMA Public Assistance (PA) program reimburses approved applicants for the federal share (75%) of eligible costs incurred by the Contractor for emergency protective measures taken by the Contractor to save lives, protect public health and safety, or prevent damage to improved public or private property or for permanent work to restore a damaged facility to its pre-disaster status as a result of damage from this declared disaster. This sub-grant contract provides federal share funding, through the Department, for the specific projects listed in the attached PW – Project Worksheet FEMA Form 90-91 Subgrant Application (PW-00163(0)).

Applicable Laws and Regulations

This contract is issued as a grant by the Commonwealth of Massachusetts and is subject to all applicable laws and regulations including, but not limited to, MGL Chapter 29, 815 CMR 2.00 and the Commonwealth

Standard Terms and Conditions. Funding is provided to the Commonwealth by FEMA as federal assistance for the major disaster designated FEMA-4379-DR-MA under the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. §§ 5121-5207 (Stafford Act), in accordance with 44 CFR and 2 CFR 200. As a federal sub-recipient, the Contractor is responsible for compliance with any and all applicable federal and state laws, statutes, rules, regulations, and policies. It is also the responsibility of the Contractor to maintain detailed records of documents concerning the bidding, execution, payment, and completion of this project in compliance with state and federal audit requirements.

#### Compliance with Environmental Regulations:

The Contractor, as a sub-recipient, must follow all environmental review conditions imposed by FEMA on this grant award; these conditions are in the Record of Environmental Consideration included in this agreement, if applicable. The sub-recipient shall provide copies of all permits and approvals required in support of the project prior to construction. Failure to obtain all appropriate federal, state, and local environmental permits may jeopardize federal funding. Sub-Recipients are encouraged to integrate National Environmental Policy Act (NEPA) compliance and related legislation as implemented under 44 CFR Part 10, with the initial planning and decision making process for this program.

#### Insurance:

If the Contractor has insurance on the damaged facility, FEMA Insurance Specialists will review the insurance policy. FEMA Insurance Specialists anticipate that the figure denoted on line item 5900/01 of your 90-91 and described in the Insurance Narrative will be covered through your policy. Therefore these costs would be not eligible for FEMA reimbursement. The Contractor may be required to "obtain and maintain" property insurance to be eligible for this and any future disasters.

#### Audit Responsibilities

The Contractor, as a sub-recipient, is subject to the above federal and state regulations and related requirements as further described below. Approval of a project, project costs, contract or payment by either FEMA or MEMA does not exempt the Contractor from requirements to repay funds if required. Should a state, federal, or local audit or other oversight review process reveal that actions taken by the Contractor or approvals made by FEMA or MEMA, regardless of previous approval by either FEMA or MEMA, do not comply with regulations, the Contractor agrees to repay the required amounts in the manner and timeframe determined by FEMA and/or MEMA. Repayments not made as expected may be considered debts and addressed under the Commonwealth's Debt Collection and Intercept policy (815 CMR 9.00).

#### Completion of Work

Due to the unexpected nature of disasters, the effective contract start date on the Standard Contract signature page will most often be earlier than the dated signatures for both the Department and Contractor. The Contractor may be reimbursed for approved activity taking place no earlier than the effective start date as indicated on the Standard Contract signature page and extending to no later than 12:00:00 AM, the FEMA allotted time frame for project completion. All performance must be completed within these dates unless a period of performance extension is executed by both parties prior to the current end date. Based on extraordinary circumstances and when supported with appropriate justification, Period of Performance extensions may be granted by either MEMA or FEMA on a case-by-case basis in accordance with FEMA PA program policy. It is the responsibility of the Contractor to submit a completed time extension request to MEMA 60 days before the established time frame for completing eligible work expires. FEMA regulations provide reimbursement only for those costs incurred up to the latest approved completion date for a particular project.

#### Contract Dates

Work must be completed based on FEMA's Period of Performance as explained above. The contract end date applies to the contract only and does not extend the time limit on work completion.

### Budget

The Contractor has applied to FEMA for disaster assistance and has been approved for \$291,872.50 in total eligible costs. This contract is awarded to reimburse Contractor for 75% of eligible costs based on FEMA PA requirements. Funds may be expended only for the purposes described within the Scope of Work of the approved Project Worksheet (Form 90-91), which is hereby incorporated into this contract.

The total value of this contract is determined by the FEMA-approved Project Worksheet. Funding is made available over the life of the contract and is allocated based on state fiscal year projections (July 1 – June 30).

The total value of this contract is \$218,904.38. Fiscal year spending is projected as follows:

FY19: \$218,904.38

Amendments to fiscal year projections must be requested no later than May 1 to ensure a revised contract is executed prior to the end of the state fiscal year. FEMA approval is not required for an amendment to the state fiscal year budget as long as activity remains within the FEMA approved period of performance. Contractors cannot be reimbursed for costs over and above the fiscal year budget in the absence of an approved contract amendment.

### Payments

The Contractor is responsible for procurement, documentation, and expenditure of all funds used to support the project. All payments are subject to verification by the Department. Due to the unplanned nature of disasters, it is understood that many projects will have incurred 100% of their costs prior to contracting with MEMA.

#### *'Small' and 'Large' Project Payments*

A 'Small Project' is eligible for payment immediately after execution of the state contract. FEMA-designated Small Projects (less than \$125,500 for FFY2019) will be fully reimbursed after a state contract has been properly executed, even if the work has not been completed (44 CFR 206.205). Sub-recipients must submit all required documentation and a signed P.4 when the work is completed. The Department will review documentation to ensure work was related to the approved project. Per 44 CFR 206.205, if actual spending on a Small Project is less than the approved project amount, the sub-recipient is not required to return the funds. However, any Contractors seeking additional funds for Small Project cost overruns must first apply overages from other Small Projects before additional federal funds can be requested. Failure to complete a small project may require that reimbursement of federal funds be returned to the Department.

FEMA-designated 'Large Projects' (greater than \$125,500 for FFY2019) are paid on actual costs incurred for eligible work (not on cost estimates) and payment will be made upon receipt of all required supporting documentation. If the project is 100% complete at the time of FEMA approval, the Contractor must provide a signed P.4 as an invoice/payment request. Projects that are not 100% complete may be paid at the completion of the project or periodically throughout the life of the project as partial payments for actual costs incurred for FEMA-eligible work. All payment requests must be accompanied by proper back-up documentation including proof of payment. The Contractor will be reimbursed only for the amount of eligible, documented actual costs incurred. A signed P.4 is required for final payment of large projects accompanied by an approved 100% FEMA PW. All projects are subject to periodic inspection and verification by FEMA and/or MEMA personnel. Payment for Large Projects shall be no more than 75% of actual work supported by documentation of the work and match.

### Sub-recipient Match

The use of FEMA funds for their stated purposes requires a 25% non-federal cost-share contribution from the Contractor per 44 CFR 206.65. Cost-share contributions may be satisfied by either or both of: (1) allowable costs incurred under the scope of performance for the PW funded by this contract and paid from non-federal sources, and/or (2) the value of third party in-kind contributions applicable to the period to which the cost-sharing requirements apply. Allowable costs paid from non-federal sources must not count towards satisfying a cost-sharing or matching requirement of any other award of federal funds. Execution of this contract constitutes the Contractors certification that it is applying non-federal sources to meet its cost-share obligation (2 CFR 200.306).

All sub-recipients are required (2 CFR 200.302) to establish and maintain accounting systems and financial records to accurately account for funds awarded to them. These records shall include both Federal funds and all matching funds of State, local, and private organizations, when applicable. MEMA will verify match at time of payment for Large Projects.

#### Reporting

Contractor is a federal grant sub-recipient and therefore subject to all federal reporting requirements associated with FEMA-4379-DR-MA.

For any project not 100% completed at the time of contracting the Contractor must submit quarterly progress reports as required by the Department.

The Contractor must submit a P.4 Report for any 100% completed PW to certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, that the project was completed and payments were made in compliance with the provisions of this contract and all other applicable governing documents.

#### Federal Funding Accounting and Transparency Act (FFATA)

FEMA federal funds are subject to the Federal Funding Accounting and Transparency Act (FFATA). Sub-recipient agrees to abide by FFATA regulations and to submit the attached FFATA form along with its contract package. The form is required if the amount, one time or aggregate, exceeds \$24,999.99.

#### 2 CFR 200 Subpart F Audit Reports, Subpart F Form.

Per Office of Management and Budget (OMB) regulations, sub-recipient may be subject to Subpart F audit requirements. Contractor agrees to submit the required Sub-recipient Pre-Award Risk Assessment Questionnaire response form. Sub-recipient agrees to notify MEMA of any Subpart F audit findings related to any federally funded activities. Sub-recipient acknowledges that a Corrective Action Plan may be required by MEMA for related findings prior to execution of contracts or issuance of payments.

#### Sub-recipient Risk Assessment and Monitoring

Per 2 CFR 200.331, prior to awarding of this contract, the sub-recipient must provide to the Department the attached Sub-recipient Risk Assessment Questionnaire and Response form. Sub-recipient further agrees to monitoring by the Department as a result of its assessment of the sub-recipient's risk for non-compliance.

#### Internal Controls

Per 2 CFR 200.303, sub-recipients must maintain and implement effective internal controls that provide reasonable assurance that federal funds are managed in compliance with all statutes, regulations, and terms and conditions.

Per 2 CFR 200.430 (Compensation), internal controls must cover payroll charges to federal awards such that payroll charges are documented as accurate, allowable, and allocable, are reflected in the official records of the sub-recipient, reasonably reflect the total activity for each employee (federal and non-federal), and comply with all accounting policies and practices of the sub-recipient.

### Procurement

Sub-recipient must conduct all procurements in compliance with 2 CFR 200.318-326. Specific policies, procedures, and/or standards must be in place that meet or exceed these requirements at the time of procurement. The Certification of Compliance with Federal Procurement Standards must be signed for each contract issued to the sub-recipient. Costs incurred which are otherwise appropriate and reasonable, but which were procured in violation of federal procurement requirements may result in disallowed costs or sub-recipient repayment obligations.

### Procurement Contract provisions

Contracts utilized by sub-recipients for goods and services must contain the applicable provisions described in 2 CFR 200 Appendix II.

### Disclosures

Per 2 CFR 200.112, the sub-recipient must disclose in writing any potential conflicts of interest to the Department.

Per 2 CFR 200.113, the sub-recipient must disclose in writing all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially effacing the federal award.

Per 44 CFR 206.253 and FEMA Public Assistance Policy on Insurance (FP 206-086-1), as a condition of FEMA assistance for permanent work to replace, restore, repair, reconstruct or construct a facility, the applicant must insure the facility and/or its contents against future loss (i.e. "obtain and maintain" insurance), with such types and amounts of insurance as are reasonable and necessary to protect against future loss to such property from the types of hazards which caused the major disaster. A sub-recipient should notify FEMA- in writing through the Department of changes to their insurance which impact their ability to satisfy the insurance requirement after it provides proof of insurance to FEMA. This includes changes related to self-insurance. If an applicant fails to do this, FEMA may de-obligate assistance and not provide assistance in a future disaster.

### FEMA Required Assurances

All sub-recipients must complete the attached Summary Sheet for Required Assurances and any associated assurances required.

### Records Management

The Contractor agrees that all financial and programmatic records, supporting documents, statistical records, and other records associated with this contract are required to be retained for a period of seven (7) years, beginning on the first day after the final payment under this contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving this contract and/or any approved PWs funded by it. All of the following records may not be applicable to every project, but everything that does pertain to a project should be filed with the corresponding Project Worksheet.

### Certifications (200.415)

To assure that expenditures are proper and in accordance with the terms and conditions of the Federal award and approved project budgets, the annual and final fiscal reports or vouchers requesting payment under the agreements must include a certification, signed by an official who is authorized to legally bind the non-Federal entity, which reads as follows: "By signing this report, I certify to the best of my knowledge and belief that the report is true, complete, and accurate, and the expenditures, disbursements and cash receipts are for the purposes and objectives set forth in the terms and conditions of the Federal award. I am aware that any false, fictitious, or fraudulent information, or the omission of any material fact, may subject me to criminal, civil or

administrative penalties for fraud, false statements, false claims or otherwise. (U.S. Code Title 18, Section 1001 and Title 31, Sections 3729-3730 and 3801-3812).”

Non-profit organizations must certify as appropriate that they did not meet the definition of a major corporation as defined in 2 CFR 200.414 Indirect (F&A) costs, paragraph (a).

**Acceptance of Terms and Conditions**

Prior to acceptance of these terms and conditions, Contractor must evaluate its policies, procedures, and management systems for risk of non-compliance with any of the above terms and conditions, inclusive of all requirements of FEMA and 2 CFR 200. Any identified areas of risk must be brought to the attention of MEMA prior to the execution of the contract in order to determine and implement the appropriate remedy.

By signing below, the Contractor certifies that it understands all obligations and has in place or will implement policies and procedures that meet or exceed the standards and requirements above. Acceptance of payment for the activities under this agreement indicates that all actions taken by the sub recipient for the purposes of this grant program were done so in compliance with all grant requirements and all applicable laws and regulations, including the certification statement above.

FREDERICK F. FLYNN  
Print Name

*Frederick Flynn*  
Signature

*Asst Fire Chief/EMD*  
Title

*4/12/2019*  
Date

## Federal Funding Accountability and Transparency Act Compliance Form

Please complete and return this form with contracts.

Part 1. In order to comply with the Federal Funding Accountability and Transparency Act (FFATA), the Massachusetts Emergency Management Agency may only award grants and contracts to entities with the Dun and Bradstreet Data Universal Numbering System numbers (DUNS). DUNS numbers are used as identifiers for tracking purposes and to validate address and point of contact information for federal assistance applicants, recipients, and sub-recipients. The DUNS number will be used throughout a grant's life cycle. Please consult your accounting department to obtain your organization's nine-digit DUNS number. If necessary, you may obtain one by calling 1-866-705-5711 or by applying online at <http://fedgov.dnb.com/webform/displayHomepage.do>.

Table 1. Award Information

Name of Entity Receiving Award	City of Marlborough
Street Address	140 Main St
City, State, Zip	Marlborough, MA 01752-
Contact Name	Fred Flynn, Asst. Fire Chief/EMD
Contact Phone Number	(508) 624-6984
Congressional District	3rd
Amount of Award	\$218,904.38
Nine-Digit DUNS Number	045633484
Transaction Type	Reimbursement
CFDA number or NAICS code	97.036
Program Source	DRMAP-4379
Award Title	FEMA Public Assistance

Part 2. FFATA requires information be collected regarding executive compensation. If the gross revenue of your organization exceeds \$25,000,000, more than 80% of the gross revenue is from federal sources, and the public does not have access to this information through other government reports the names, titles, and salaries of the executives with the five highest salaries must be provided. If your organization meets these criteria, please complete Table 2. If your organization does not meet these criteria, please check the statement above the table.

The gross revenue of my organization does not exceed \$25,000,000 and more than 80% of the gross revenue of my organization is not from federal sources and or compensation information is available to the general public.

OR

Table 2 Executive Compensation (by Salary)

First and Last Name	Title	Annual Salary

Fred Flynn  
Signature of authorized official (signed in blue ink)

FREDERICK F FLYNN  
Printed name of Authorized Official

9/12/2019  
Date

Asst. Fire Chief / EMD  
Title

Capture Date: 04/09/2019 17:03

Federal Emergency Management Agency  
 Project Application Grant Report (P.2)  
 Disaster: FEMA-4379-DR-MA

Number of Records: 1

Applicant ID: 017-38715-00  
 Bundle #: PA-01-MA-4379-PW-00163(142)

Applicant: MARLBOROUGH (RR NAME MARLBORO)

PW #	Cat	Cost Share	Projected Completion Date	Approved PW Amount (\$)
PA-01-MA-4379-PW-00163(0)	B	N	01-19-2019	291,872.50

Facility Number: 1

Facility Name: Damage # 169085; Emergency Protective Measures (Marlborough city wide snow removal)

Location: City of Marlborough, MA  
 City Wide

Scope of Work: 169085 Marlborough city wide snow removal

The applicant utilized force account labor, equipment, materials, and contracts for the Emergency Protective Measures to conduct Snow Removal.

Cost share for this version is 75%. All work and costs in this project fall between 03/13/2018 at 12:00am and 03/15/2018 at 12am.

City of Marlborough

A. The Applicant took such actions as necessary to save lives, protect public health and safety and protect improved property. The Applicant's need began at 12:00 a.m. on March 13, 2018 and extended 48 continuous hours until 11:59 p.m. on March 14, 2018. The Applicant maintains 304 total lane miles of roadway for snow and ice operations. Work performed during this 48-hour period include snow removal, salting and De-Icing. Snow and Ice was pushed into the ROW and left to melt. The Department of Public Works (DPW) located at 135 Neil St, Marlborough, MA 01752 Coordinates: 42.34083, -71.54583, performed the work.

1. Force Account Labor: 942 hours - \$0.00
2. Force account labor Overtime: 659.8 hours \$30,353.43
3. Force account Equipment: 2998.5 equipment hours \$93,340.83
4. Force account Materials: \$31,981.38
5. Rental Equipment - \$1,762.43

Contract:

A. The applicant hired 29 Contractors to salt, de-ice and push snow from the right of ways to the side of the road, totaling \$134,434.43. Applicant has provided invoices and proof of payment for contractors.

1. Snow Removal - Contract - \$134,434.43

Work Completed Totals

1. Force Account Labor: 942 hours - \$0.00
2. Force account labor Overtime: 659.8 hours \$30,353.43
3. Force account Equipment: 2998.5 equipment hours \$93,340.83
4. Force account Materials: \$31,981.38
5. Rental Equipment - \$1,762.43
6. Contracts - \$134,434.43

Work Completed Total \$291,872.50

Project Notes:

1. All costs associated with this project have been validated, see attachment labeled: Project 64168

Capture Date: 04/09/2019 17:03

Federal Emergency Management Agency  
Project Application Grant Report (P. 2)  
Disaster: FEMA-4379-DR-MA



Number of Records: 1

Validation Summary Sheet.xlsx

- 2 Payroll policy has been provided and reviewed.
- 3. Contracts and materials procured in accordance with MA General Laws-Uniform Procurement Act- Chapter 30B Manual 2011
- 4. The Applicant did not maintain equipment logs during the event, but registered hours of equipment use in the project workbook. The equipment/labor page of the applicants project workbook was imported to the project validation summary sheet. After TL to TFL discussion, the equipment use and expense was validated. The total invoice exceeds costs that the applicant is claiming because it is a monthly invoice, the PDWG has confirmed that rental equipment use records do not exist.
- 5 Sampled information is highlighted in green throughout the validation summary sheet.
- 6. Based on the Applicant's Pay Policy Article 12 Section 4 of CBA Foreman Pay Policy ,Employees who have worked or will work at least 16 consecutive hours, will be given two(2) hours off for safety recuperation time to be paid at the overtime rate.
- 7. Based on (Article 12 Pg. 2 Overtime Amended) of CBA Foreman pay policy and (Article 12 Section 8 Pg. 13) of CBA Laborers pay policy, the applicant is contracted to pay their employees a meal allowance while employee is in overtime status. Due to the continuous work performed during the event and the in-ability for the employees to leave and obtain a meal, the applicant obtained catering from Pleasant Pizza and Grill totaling \$3,319.25 with invoice #1005. The Applicant has provided an invoice and proof of payment for catering expenses incurred during the 48-hour period.

1 PW	PWs (\$)	Subgrantee Admin Exp. (\$)	Total (\$)
Amount Eligible (\$)	291,872.50	0.00	291,872.50
Federal Share (\$)	218,904.38	0.00	218,904.38

PA-01-MA-4379-PW-00163(0) <u>P</u>	
Applicant Name:	Application Title:
MARLBOROUGH (RR NAME MARLBORO)	64168 - Marlborough City Wide Snow Removal
Period of Performance Start:	Period of Performance End:
07-19-2018	01-19-2019

Bundle Reference # (Amendment #)	Date Awarded
PA-01-MA-4379-PW-00163(142)	04-09-2019

### Subgrant Application - FEMA Form 90-91

Note: The Effective Cost Share for this application is 75%

FEDERAL EMERGENCY MANAGEMENT AGENCY PROJECT WORKSHEET								
DISASTER				PROJECT NO.	PA ID NO.	DATE	CATEGORY	
FEMA	4379	-	DR	-MA	64168	017-38715-00	03-20-2019	B
APPLICANT: MARLBOROUGH (RR NAME MARLBORO)					WORK COMPLETE AS OF: 03-20-2019 : 100 %			
Site 1 of 1								
DAMAGED FACILITY:					COUNTY: Middlesex			
Damage # 169085; Emergency Protective Measures (Marlborough city wide snow removal)								
LOCATION:					LATITUDE:	LONGITUDE:		
PA-01-MA-4379-PW-00163(0): City of Marlborough, MA City Wide					42.34083	-71.54583		
Current Version:								
DAMAGE DESCRIPTION AND DIMENSIONS:								
PA-01-MA-4379-PW-00163(0): The Disaster #4379DR, which occurred between 3/13/2018 and 3/14/2018, caused:								
Damage # 169085; Emergency Protective Measures (Marlborough city wide snow removal)								
During the incident period of 3/13/2018 through 3/14/2018, a(n) Winter Storm created an immediate threat to the health and safety of the general public requiring emergency response and protective measures.								
Provided Snow Removal for health and safety of residents and emergency responders at Marlborough from 3/13/2018 to 3/15/2018.								
Snow removal period is from 03/13/2018 at 12:00am to 03/15/2018 at 12:00am.								
GPS of DPW is: 42.34083, -71.54583								
Current Version:								
SCOPE OF WORK:								
PA-01-MA-4379-PW-00163(0): 169085 Marlborough city wide snow removal								
The applicant utilized force account labor, equipment, materials, and contracts for the Emergency Protective Measures to conduct Snow Removal.								
Cost share for this version is 75%. All work and costs in this project fall between 03/13/2018 at 12:00am and 03/15/2018 at 12am.								
City of Marlborough								
A. The Applicant took such actions as necessary to save lives, protect public health and safety and protect improved property. The Applicant's need began at 12:00 a.m. on March 13, 2018 and extended 48 continuous hours until 11:59 p.m. on March 14, 2018. The Applicant maintains 304 total lane miles of roadway for snow and ice operations. Work performed during this 48-hour period include snow removal, salting and De-icing. Snow and Ice was pushed into the ROW and left to melt. The Department of Public Works (DPW) located at 135 Neil St, Marlborough,								

MA 01752 Coordinates: 42.94083, -71.54583, preformed the work.

- 1. Force Account Labor: 942 hours - \$0.00
- 2. Force account labor Overtime: 659.8 hours \$30,353.43
- 3. Force account Equipment: 2998.5 equipment hours \$93,340.83
- 4. Force account Materials: \$31,981.38
- 5. Rental Equipment - \$1,762.43

Contract:

A. The applicant hired 29 Contractors to salt, de-ice and push snow from the right of ways to the side of the road, totaling \$134,434.43. Applicant has provided invoices and proof of payment for contractors.

- 1. Snow Removal - Contract - \$134,434.43

Work Completed Totals

- 1. Force Account Labor: 942 hours - \$0.00
- 2. Force account labor Overtime: 659.8 hours \$30,353.43
- 3. Force account Equipment: 2998.5 equipment hours \$93,340.83
- 4. Force account Materials: \$31,981.38
- 5. Rental Equipment - \$1,762.43
- 6. Contracts - \$134,434.43

Work Completed Total \$291,872.50

Project Notes:

- 1. All costs associated with this project have been validated, see attachment labeled: Project 64168 Validation Summary Sheet.xlsx
- 2. Payroll policy has been provided and reviewed.
- 3. Contracts and materials procured in accordance with "MA General Laws-Uniform Procurement Act-Chapter 30B Manual 2011
- 4. The Applicant did not maintain equipment logs during the event, but registered hours of equipment use in the project workbook. The equipment/labor page of the applicants project workbook was imported to the project validation summary sheet. After TL to TFL discussion, the equipment use and expense was validated. The total invoice exceeds costs that the applicant is claiming because it is a monthly invoice, the PDMG has confirmed that rental equipment use records do not exist.
- 5. Sampled information is highlighted in green throughout the validation summary sheet.
- 6. Based on the Applicant's Pay Policy Article 12 Section 4 of CBA Foreman Pay Policy ,Employees who have worked or will work at least 16 consecutive hours, will be given two(2) hours off for safety recuperation time to be paid at the overtime rate.
- 7. Based on (Article 12 Pg.2 Overtime Amended) of CBA Foreman pay policy and (Article 12 Section 8 Pg. 13) of CBA Laborers pay policy, the applicant is contracted to pay their employees a meal allowance while employee is in overtime status. Due to the continuous work performed during the event and the in-ability for the employees to leave and obtain a meal, the applicant obtained catering from Pleasant Pizza and Grill totaling \$3,319.25 with invoice #1005. The Applicant has provided an invoice and proof of payment for catering expenses incurred during the 48-hour period.

Current Version:

Does the Scope of Work change the pre-disaster conditions at the site? <input checked="" type="radio"/> Yes <input type="radio"/> No	Special Considerations included? <input checked="" type="radio"/> Yes <input type="radio"/> No
Hazard Mitigation proposal included? <input type="radio"/> Yes <input checked="" type="radio"/> No	Is there insurance coverage on this facility? <input checked="" type="radio"/> Yes <input type="radio"/> No

**PROJECT COST**

ITEM	CODE	NARRATIVE	QUANTITY/UNIT	UNIT PRICE	COST
		*** Version 0 ***			
		Work Completed			
1	9001	Contract	1/LS	\$ 134,434.43	\$ 134,434.43
2	9004	Rented Equipment	1/LS	\$ 1,762.43	\$ 1,762.43
3	9007	Labor	1/LS	\$	\$ 30,353.43

				30,353.43	
4	9008	Equipment	1/LS	\$ 93,340.83	\$ 93,340.83
5	9009	Material	1/LS	\$ 31,981.38	\$ 31,981.38
				<b>TOTAL COST</b>	\$ 291,872.50
PREPARED BY JESSICA L RODERICK		TITLE PDMG	SIGNATURE		
APPLICANT REP. Fred Flynn		TITLE Assistant Fire Chief, Emergency Management Dir.	SIGNATURE		

[View Application](#)

Generated Date: 04/09/2019 17:20

Federal Emergency Management Agency  
 Project Completion and Certification Report (P.4)  
 Disaster: FEMA-4379-DR-MA

Applicant FIPS ID: 017-38715-00 Applicant/Subdivision Name: MARLBOROUGH (RR NAME MARLBORO)

PW#	Amendment #	Approved Proj. Amt.	Cost Share	Cat	Bundle	Work Done By	Projected Compl. Date	% Compl. at Insp.	Elig Amount	Actual Date Completed	Amt. Claimed by Applicant	Comments
PA-01-MA-4379-PW-00163	0	\$291,872.50	N	B	PA-01-MA-4379-PW-00163(142)	CONTRACT & FORCE	01-19-2019	100	\$291,872.50	3/16/18	\$291,872.50	
Total for 1 PWs:		\$291,872.50									\$	
Subgrantee Admin:		\$0.00										
Grand Total:		\$291,872.50										

Generated Date: 04/09/2019 17:20

Federal Emergency Management Agency  
Project Completion and Certification Report (P.4)  
Disaster: FEMA-4379-DR-MA

Applicant FIPS ID: 017-38715-00 Applicant/Subdivision Name: MARLBOROUGH (RR NAME MARLBORO)

Certification

I hereby certify that to the best of my knowledge and belief all work and costs claimed are eligible in accordance with the grant conditions, all work claimed has been completed, and all costs claimed have been paid in full.

Signed: [Signature] Date: 4/12/2019  
Applicant's Authorized Representative

I certify that all funds were expended in accordance with the provisions of the signed FEMA-State Agreement and I recommend an approved amount of \$ 591,872.50

Signed: [Signature] Date: 4/19/19  
Governor's Authorized Representative

*pw00163*

Certification of Compliance with Federal Procurement Standards

All sub-recipient spending under the FEMA Public Assistance Program must comply with the federal procurement standards described in 2 CFR 200.317 through 200.326<sup>1</sup>. Sub-recipients must expend funds under their official, documented procurement procedures which comply with applicable federal, state, local, and tribal laws and regulations. Non-compliance with the applicable procurement regulations can result in unallowable costs and no reimbursement.

If the sub-recipient does not have documented procurement procedures, MEMA will not provide a contract. If the sub-recipient's procurement procedures are inadequate, MEMA will not provide a contract until appropriate revisions have been made to assure all expenditures will be made in compliance with the applicable federal, state, local, and tribal procurement requirements.

These questions must be responded to by the person who manages and/or conducts procurement for the applicant as a whole (i.e., for municipal programs, this form must be completed and signed by the person who manages and/or conducts procurement on behalf of the municipality).

- 
1. Procurement(s) conducted under the above-referenced grant program will comply with my organization's procurement procedures which are documented and reflect current procurement practices (applicant should state Yes or No)  YES NO
  2. My organization's procurement procedures comply with the federal procurement standards found at 2 CFR 200.317 through 200.326 (applicant should state Yes or No)  YES NO

Name of person completing this form Beverly J Sleeper  
Title Chief Procurement Officer  
Signature Beverly J Sleeper  
Email bsleeper@marlborough-ma.gov  
Telephone 508-216-3707

Sub-Recipient Organization Name: City of Marlborough

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<sup>1</sup> These regulations may be found in their entirety on the U.S. GPO's website here:  
<https://www.gpo.gov/fdsys/granule/CFR-2014-title2-vol1/CFR-2014-title2-vol1-part200/content-detail.html>

15:59:57

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-01-MA-4379-PW-00163

Title: 64168 - Marlborough City Wide Snow Removal

## NEPA DETERMINATION

Non Compliant Flag: No                      EA Draft Date:                      EA Final Date:  
 EA Public Notice Date:                      EA Fonsi                      Level: STATEX  
 EIS Notice of Intent                      EIS ROD Date:

Comment MARLBOROUGH (RR NAME MARLBORO), Middlesex County, MA. Snow removal Cat B: 100% Complete.

SOW: Applicant utilized force account labor, equipment, materials, and contracts to conduct snow removal for 304 lane miles of road. Snow and ice were pushed into the ROW and left to melt.

No mitigation proposed for this project.

NEPA: This project has been determined to be Statutorily Excluded from NEPA and the requirement to prepare an Environmental Impact Statement or an Environmental Assessment in accordance with Section 316 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act, 42 U.S.C. 5159. Particular attention should be given to the project conditions before and during project implementation. Failure to comply with these conditions may jeopardize federal assistance including funding. - joneal4 - 03/22/2019 14:55:12 GMT

## CATEX CATEGORIES

Catex Category Code	Description	Selected
	No Catex Categories were selected	

## EXTRAORDINARY

Extraordinary Circumstance Code	Description	Selected ?
	No Extraordinary Circumstances were selected	

## ENVIRONMENTAL LAW / EXECUTIVE ORDER

Environmental Law/ Executive Order	Status	Description	Comment
Clean Air Act (CAA)	Completed	Project will not result in permanent air emissions - Review concluded	
Coastal Barrier Resources Act (CBRA)	Completed	Project is not on or connected to CBRA Unit or otherwise protected area - Review concluded	
Clean Water Act (CWA)	Completed	Project would not affect any water of the U.S. - Review concluded	
Coastal Zone Management Act (CZMA)	Completed	Project is not located in a coastal zone area and does not affect a coastal zone area - Review concluded	

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-01-MA-4379-PW-00163

Title: 64168 - Marlborough City Wide Snow Removal

Environmental Law/ Executive Order	Status	Description	Comment
Executive Order 11988 - Floodplains	Completed	No effect on floodplain/flood levels and project outside floodplain - Review concluded	EO11988: Per 44 CFR part 9.5(c)(1) Snow removal is exempt from floodplain management review. - joneal4 - 03/22/2019 14:58:38 GMT
Executive Order 11990 - Wetlands	Completed	No effects on wetlands and project outside wetlands - Review concluded	EO11990: Per 44 CFR part 9.5(c)(1) Snow removal is exempt from wetlands review. - joneal4 - 03/22/2019 14:56:54 GMT
Executive Order 12898 - Environmental Justice for Low Income and Minority Populations	Completed	Low income or minority population in or near project area	
	Completed	No disproportionately high and adverse impact on low income or minority population - Review concluded	
Endangered Species Act (ESA)	Completed	Listed species and/or designated critical habitat present in areas affected directly or indirectly by the federal action	ESA: Determination based on 02/11/2019 review of USFWS site: at <a href="https://ecos.fws.gov/ipac/">https://ecos.fws.gov/ipac/</a> ; this project as described will not affect ESA-listed Northern Long-eared Bat or critical habitat. - joneal4 - 03/22/2019 14:55:34 GMT
	Completed	No effect to species or designated critical habitat (See comments for justification) - Review concluded	
Farmland Protection Policy Act (FPPA)	Completed	Project does not affect designated prime or unique farmland - Review concluded	
Fish and Wildlife Coordination Act (FWCA)	Completed	Project does not affect, control, or modify a waterway/body of water - Review concluded	
Migratory Bird Treaty Act (MBTA)	Completed	Project located within a flyway zone	
	Completed	Project does not have potential to take migratory birds - Review concluded	
Magnuson-Stevens Fishery Conservation and Management Act (MSA)	Completed	Project not located in or near Essential Fish Habitat - Review concluded	
National Historic Preservation Act (NHPA)	Completed	Applicable executed Programmatic Agreement. Activity meets Programmatic Allowance (enter date and # in comments) - Review concluded	NHPA: Pursuant to Appendix B of the Massachusetts Section 106 Programmatic Agreement executed on 12.13.2018, this project will have limited to no effect on historic properties. The scope of work, as described, meets Programmatic Allowances Section I.A(1)(a). At this time, no consultation with State Historic

## RECORD OF ENVIRONMENTAL CONSIDERATION (REC)

Project PA-01-MA-4379-PW-00163

Title: 64168 - Marlborough City Wide Snow Removal

Environmental Law/ Executive Order	Status	Description	Comment
			Preservation Officer (SHPO) or tribes is required; however, if the scope of work changes this project needs to be resubmitted for further EHP review. - joneal4 - 03/22/2019 14:55:25 GMT
Wild and Scenic Rivers Act (WSR)	Completed	Project is not along and does not affect Wild and Scenic River - Review concluded	

## CONDITIONS

**Standard Conditions:**

Any change to the approved scope of work will require re-evaluation for compliance with NEPA and other Laws and Executive Orders.

This review does not address all federal, state and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state and local laws. Failure to obtain all appropriate federal, state and local environmental permits and clearances may jeopardize federal funding.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance and if any potential archeological resources are discovered, will immediately cease construction in that area and notify the State and FEMA.



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUL 18 A 10:20  
*Edward J. Vigeant*  
MAYOR

*Kate Flanagan*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

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

July 18, 2019

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

**RE: Transfer Request for the City Shuttle Service**

Honorable President Clancy and Councilors:

Enclosed for your review, please find a transfer request in the amount of \$200,000.00 to fund a City Shuttle Service proposal for a one-year period, through the Marlborough Economic Development Corporation (MEDC). Upon your approval, these funds will be transferred from the Economic Development account to the MEDC funding account.

At my request, the MEDC has been exploring a City Shuttle Service in response to ongoing concerns regarding the lack of transportation options for commuters to and from Marlborough. The intent of the shuttle service is to provide public transportation to commuting employees that live in Boston or Worcester and work in Marlborough, city residents that work in Boston or Worcester that wish to take the train from Southborough and finally our local senior citizens that need transportation to and from various appointments during the day.

It is our goal to create a more functional use of the region's public transportation system, in order to resolve the "last mile" conflict, help our local employers attract and retain talent, and provide our residents with an alternative option for their commute.

As stated in the letter from MEDC, in addition to resolving the last mile issue for commuters and employers, the shuttle service will also reduce the number of vehicles traveling within the city, alleviating vehicular congestion and further reducing the amount of greenhouse gas emissions within the city.

I recommend that the Marlborough Economic Development Corporation be responsible for expending these funds, as they are in direct communication with A+A Metro Transportation to provide this service. MEDC, in collaboration with A+A Metro Transportation, are working to develop the provisional route and schedule of the service.

Please send this item to the appropriate committee and we would be happy to give a presentation to provide additional information on the proposal.

Thank you for your consideration of this proposal.

Sincerely,

A handwritten signature in blue ink, appearing to read "Arthur Vigeant", with a long horizontal flourish extending to the right.

**Arthur Vigeant**  
**Mayor**

Enclosures

July 12, 2019

Mayor Arthur Vigean  
Marlborough City Hall  
140 Main Street  
Marlborough, MA 01752

**RE: Support of the City Shuttle Service**

Dear Mr. Mayor:

As you are aware, the Marlborough Economic Development Corporation (MEDC), has been exploring opportunities to address the need for increased transportation options for several years. In 2015, MEDC conducted a transportation study through the 128 Business Council which suggested focusing on alternative transportation options (such as the Zagster bike share program) as well as looking to solve the last mile connection problem that is so prevalent in the MetroWest region. In addition, through MEDC's Business Attraction and Retention program we have heard from several of the businesses located in Marlborough that getting employees that live in either Boston or Worcester to their Marlborough location is a challenge.

Over the past several years, the city has been very successful in attracting companies of all sizes to choose Marlborough as their home. At this point, the MEDC has shifted focus from simply attracting companies but also to retaining companies once they are here. A key component of economic development is ensuring that once the business is here, they are able to grow and expand within the city limits. For that reason, we are proposing a City Shuttle Service to help solve the last mile connection between the Southborough Commuter Rail Station and the city. The intent of the shuttle service proposal is to provide public transportation primarily to commuting employees in several industries but also to Marlborough residents as well as our local senior citizens.

MEDC has engaged with A&A Metro Transportation to develop a provisional route and daily schedule for the shuttle bus to follow. The shuttle is intended to run Monday to Friday from 5:00am to 7:30pm, with the use of one 12-passenger Handicap Accessible Van. The shuttle will serve three purposes; 1) bring Marlborough residents to the Southborough Commuter Rail Station allowing them to then take the train to either Boston or Worcester, 2) close the last mile connection for commuters working in Marlborough that live in Boston or Worcester, and 3) provide daytime service (between the hours of 9am-3pm) to the Marlborough Council on Aging for whatever use they see fit. The schedule that has been developed was designed to capture individuals working the 7am-3pm shift at our local hotels, restaurants, and hospital as well as employees working a typical 8am-5pm shift at any of the companies located in the Southwest Quadrant. There will be three pick up and drop off times in the morning hours and three pick up and drop off times in evening hours to accommodate those schedules. The intended start date of the shuttle services is September 1, 2019.

The City Shuttle Service will improve the quality of life for residents and employees commuting in Marlborough and the greater Marlborough community will benefit by less congestion in the city, a decrease in greenhouse gas emissions and the addition of two (or more) job opportunities available for qualified residents.



Thank you for your kind attention to this matter and should you have any questions please do not hesitate to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink that reads 'Meredith Harris'.

Meredith Harris  
Executive Director

A & A Metro Transportation

	Depart-Location	Time	Arrive- Location	Time	NOTES:
AM	SWQ	5:50 AM	Southborough	6:17 AM	Pick-up inbound commuters from 6:17 Worcester train/Drop off outbound Boston Commuters
AM	Southborough	6:17 AM	RTE 20W/ SWQ	6:40 AM	Drop off inbound commuters from 6:17 Worcester train at hotels/ Pick up outbound Boston Commuters
AM	RTE 20W/ SWQ	6:40AM	Southborough	7:23 AM	Pick-up for inbound commuters from 7:05 Boston train & 7:23 Worcester Train/ Drop off outbound Boston Commuters
AM	Southborough	7:23 AM	RTE 20W/SWQ	7:40 AM	Drop off inbound commuters from Boston & Worcester trains at hotels/ Pick up outbound Boston Commuters
AM	RTE 20W/SWQ	7:40 AM	Southborough	8:04 AM	Pick up for inbound commuters from 7:50 Worcester Train & 8:04 Boston Train/ Drop off outbound Boston Commuters
AM	Southborough	8:04 AM	RTE 20W/SWQ	8:30 AM	Drop off inbound Boston & Worcester commuters at hotels
Senior Center Route- 8:30 AM to 3:30 PM					
PM	RTE 20W/SWQ	3:30 PM	Southborough	4:16 PM	Drop off outbound commuters from hotels to 4:16 Worcester train & 4:34 Boston train/ Pick up inbound Boston Commuters
PM	Southborough	4:16 PM	RTE 20W/SWQ	5:15 PM	Drop off inbound commuters from Boston/Pick up outbound commuters from hotels
PM	RTE 20W/SWQ	5:15 PM	Southborough	5:46 PM	Drop off from outbound commuters from hotels to 5:46 Worcester train & 5:53 Boston train/ Pick up inbound Boston Commuters
PM	Southborough	5:46 PM	RTE 20W/SWQ	6:10 PM	Drop off inbound commuters from Boston/Pick up outbound commuters from hotels
PM	RTE 20W/SWQ	6:10 PM	Southborough	6:31 PM	Drop off outbound commuters from Hotel to 6:31 Worcester train & 6:33 Boston train/ Pick up inbound Boston Commuters
PM	Southborough	6:31 PM	SWQ	6:45 PM	Drop off inbound Boston commuters parked at GE



ECONOMIC DEVELOPMENT FUNDING

9/30/2011 State Aid	\$165,166.12
12/31/2011 State Aid	\$190,224.55
3/31/2012 State Aid	\$132,447.82
6/29/2012 State Aid	\$146,495.56
9/30/2012 State Aid	\$185,400.20
12/31/2012 State Aid	\$182,736.99
3/31/2013 State Aid	\$123,837.95
6/28/2013 State Aid	\$152,429.69
9/20/2013 State Aid	\$196,053.08
12/30/2013 State Aid	\$204,331.94
3/31/2014 State Aid	\$134,171.82
6/30/2014 State Aid	\$165,392.81
9/30/2014 State Aid	\$225,891.57
12/31/2014 State Aid	\$215,368.61
3/31/2015 State Aid	\$139,754.81
6/30/2015 State Aid	\$181,957.00
9/30/2015 State Aid	\$246,477.46
12/31/2015 State Aid	\$243,518.11
3/31/2016 State Aid	\$147,152.99
6/30/2016 State Aid	\$188,289.73
9/30/2016 State Aid	\$250,636.64
12/31/2016 State Aid	\$261,571.54
3/31/2017 State Aid	\$144,194.44
6/30/2017 State Aid	\$199,405.00
9/30/2017 State Aid	\$260,640.83
12/31/2017 State Aid	\$280,764.79
3/31/2018 State Aid	\$158,551.10
6/30/2018 State Aid	\$213,203.36
9/28/2018 State Aid	\$263,084.77
12/31/2018 State Aid	\$290,454.60
3/29/2019 State Aid	\$205,890.60

Total Funding	<u>\$6,095,496.48</u>
---------------	-----------------------

12/5/2011 CO# 11-1003048	-\$146,837.00
12/19/2011 CO# 11-1004004	-\$3,163.00
5/21/2012 CO# 12-1005008	-\$200,000.00
12/17/2012 CO# 12-1005205	-\$277,099.00
6/3/2013 CO# 13-1005418A	-\$499,000.00
6/30/2014 CO# 14-1005840	-\$513,915.00
6/1/2015 CO# 15-1006198A	-\$731,875.00
6/20/2016 CO# 16-1006569A	-\$647,580.00
6/20/2016 CO# 16-1006569B	-\$75,000.00
6/5/2017 CO# 17-1006923A	-\$660,077.00
6/18/2018 CO# 18-1007280A	-\$679,841.00
5/6/2019 CO# 19-1007624A	-\$699,088.00

Total Transfers	<u>-\$5,133,475.00</u>
-----------------	------------------------

Available for future transfers	\$962,021.48
--------------------------------	--------------



*City of Marlborough*  
*Office of the Mayor*

140 Main Street  
Marlborough, Massachusetts 01752  
508.460.3770 Fax 508.460.3698 TDD 508.460.3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUL 18 A 10:20

*Arthur G. Vigeant*  
MAYOR  
*Kate Flanagan*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 18, 2019

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

**Re: Grant Acceptance – Marlborough Police Department - Target's Heroes and Helpers Program**

Honorable President Clancy and Councilors:

Please find enclosed for your acceptance a grant for the Marlborough Police Department from Target in the amount of \$2,000.00. This grant will be used to fund Target's annual Heroes and Helpers program. As part of the program, officers will be paired with a child and together they will help choose gifts for the child's family using the Target gift cards. As Chief Giorgi notes in his letter, this is a rewarding program for officers and members of our community.

If you have any questions about the grant, please do not hesitate to contact me or Chief David Giorgi.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



# City of Marlborough

## Police Department

David A. Giorgi  
Chief of Police

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

June 25, 2019



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

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$2,000.00 from Target Corporation. The grant is part of Target's Heroes and Helpers program and will be used to purchase Target gift cards for children participating in the program. Each participating child will be paired with a Marlborough police officer who will help choose gifts for the child's family for the Holiday season using one of the donated Target gift cards. We will simply be turning the \$2,000.00 back over to Target as we participate with them in this program. The department and our officers have participated in this program for several years and it is a rewarding experience for all participants, both the children and the officers.

I am requesting that the grant award be forwarded to the City Council for approval and the event has traditionally taken place during the second week in December at the Target store on Boston Post Road East. Should you have any questions, please do not hesitate to call.

Sincerely,

David A. Giorgi  
Chief of Police

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: POLICE DATE: June 25, 2019

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief David A. Giorgi

NAME OF GRANT: HEROES AND HELPERS

GRANTOR: TARGET STORE

GRANT AMOUNT: \$2,000.00

GRANT PERIOD: \_\_\_\_\_

SCOPE OF GRANT/  
ITEMS FUNDED HEROES AND HELPERS HOLIDAY PROGRAM

IS A POSITION BEING  
CREATED: N/A

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? \_\_\_\_\_

ARE MATCHING CITY  
FUNDS REQUIRED? N/A

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

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

ANY OTHER EXPOSURE TO CITY?  
N/A

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: December 1, 2019

**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**

**TARGET CORPORATION**

VENDOR NAME: CITY OF MARLBOROUGH			VENDOR NO: 63293		
VENDOR DOC#	SAP DOC#	DOC DATE	GROSS	DEDUCTIONS	NET AMOUNT
55793833_JUSSEAUME 103255_HEROES AND HELPERS	1918365105	06/13/2019	2,000.00	0.00	2,000.00
<b>GROSS AMOUNT</b>	<b>DEDUCTIONS</b>	<b>NET AMOUNT</b>	<b>CHECK DATE</b>	<b>CHECK #</b>	
2,000.00	0.00	2,000.00	06/20/2019	2718816	
PLEASE PROVIDE CHECK #, VENDOR #, AND SAP DOCUMENT # WHEN WRITING OR CALL TARGET (612) 307-9208				* Withholding Tax Amount	

REMOVE DOCUMENT ALONG THIS PERFORATION

**THIS DOCUMENT IS PRINTED IN TWO COLORS. DO NOT ACCEPT UNLESS RED AND BLACK ARE PRESENT.**



TARGET CORPORATION  
PO Box 1296  
Minneapolis, MN 55440-1296

Wells Fargo Bank NA

DATE  
06/20/2019

56-382  
412

CHECK NO.  
2718816

**VOID**

9600138673

NET AMOUNT  
\*\$2,000.00

PAY TWO THOUSAND AND 00/100

TO THE  
ORDER  
OF

CITY OF MARLBOROUGH  
MA POLICE DEPARTMENT  
355 BOLTON ST  
MARLBOROUGH, MA 01752-3935

THIS CHECK IS VOID IF NOT CASHED WITHIN 150 DAYS.

**VOID**



*City of Marlborough*  
*Office of the Mayor*

140 Main Street  
Marlborough, Massachusetts 01752  
508.460.3770 Fax 508.460.3698 TDD 508.460.3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*Arthur G. Vigeant*  
MAYOR  
2019 JUL 18 A 10:20  
*Kate Flanagan*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

July 18, 2019

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

**Re: Grant Acceptance – Board of Health**

Honorable President Clancy and Councilors:

Please find enclosed for your review and acceptance a grant in the amount of \$1,108.80 from Attorney General Maura Healey's office to fund an additional summer intern for the Board of Health.

The City of Marlborough was previously awarded funds in 2015 and 2018 through the healthy summer jobs initiative funded by AG Healy. Public Health Director Cathleen Liberty applied on behalf of the city this year and will use the funds to employ a summer intern. The intern will work in the Health Department to create a health and nutrition incentive program to increase fruit and vegetable consumption.

Thank you for your consideration and please do not hesitate to contact me or Cathleen Liberty with any questions.

Sincerely,

  
Arthur G. Vigeant  
Mayor

Enclosures



# CITY OF MARLBOROUGH

## BOARD OF HEALTH

140 Main Street, Lower Level  
Marlborough, Massachusetts 01752  
Facsimile (508) 460-3625 TDD (508) 460-3610

Joseph Tennyson, MD, Chairman  
Jim Griffin, Vice Chairman  
Robin Williams, Member  
Tel (508) 460-3751

June 25, 2019

Dear Mr. Mayor,

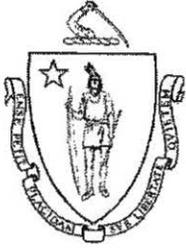
I am pleased to announce that the Health Department has received a \$1,108.80 grant from the Office of the Attorney General, Healthy Summer Youth Jobs Grant Program. The Healthy Summer Youth Jobs Grant Program provides youth with opportunities for health and wellness via health-focused employment.

The grant money will be used to employ a youth for seven weeks, 12 hours per week to create a health and nutrition incentive program to increase fruit and vegetable consumption and part of the health and nutrition program is to also implement Marlborough Market Money (MMM) program .

In closing, final execution of documents have been completed and I request that the enclosed packet be submitted to City Council for approval to expend the funds received for the purpose of the grant.

Sincerely,

Cathleen Liberty



THE COMMONWEALTH OF MASSACHUSETTS  
OFFICE OF THE ATTORNEY GENERAL  
ONE ASHBURTON PLACE  
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY  
ATTORNEY GENERAL

(617) 727-2200  
(617) 727-4765 TTY  
[www.mass.gov/ago](http://www.mass.gov/ago)

June 17, 2019

Mrs. Cathleen Liberty  
Director of Public Health  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752

RE: Healthy Summer Youth Jobs Grant Program

Dear Mrs. Liberty,

Congratulations! I am pleased to notify you that the Attorney General's Office has chosen City of Marlborough to receive funding from our Healthy Summer Youth Jobs Grant Program. Subject to the final execution of documents, your program will receive a grant up to \$1,108.80.

Now in its fifth year, the AG's Healthy Summer Youth Jobs is designed to fund summer jobs at a wide range of Massachusetts government and nonprofit employers that support community health and wellness. The Attorney General's Office is honored to partner with your organization to help fulfill the grant's mission and provide summer jobs to hundreds of youth people across out state.

Our team will be sending you additional information and important documents within the next few weeks. Please feel free to contact Helen Wang by email at [Helen.Wang@mass.gov](mailto:Helen.Wang@mass.gov) or by phone at (617) 963-2291 if you have any questions or concerns in the meantime.

Again, I thank you for your work with youth and we look forward to working with you on this vital effort.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Maura Healey', written over a horizontal line.

Maura Healey  
Massachusetts Attorney General

cc: Helen Wang

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: Health Department DATE: 6/25/2019

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Cathleen Liberty

NAME OF GRANT: Healthy Summer Youth Jobs

GRANTOR: Office of Attorney General

GRANT AMOUNT: \$1,108.80

GRANT PERIOD: \_\_\_\_\_

SCOPE OF GRANT/ ITEMS FUNDED	Create a health and nutrition program	12 hours @12.00/hr/7 WEEKS	\$144.00
	Administrative support		\$108.80
	_____		
	_____		
	_____		

IS A POSITION BEING CREATED: yes

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? n/a

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: yes

**DEPARTMENT HEAD MUST SUBMIT THIS FORM, A COPY OF THE GRANT APPROVAL, AND A COVER**



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUL 10 A 11: 16

*Arthur G. Vigeant*  
MAYOR

*Kate Flanagan*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

140 Main Street  
Marlborough, Massachusetts 01752  
508.460.3770 Fax 508.460.3698 TDD 508.460.3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

July 10, 2019

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

RE: Revocation of License to Encroach – 26 Monument Avenue

Dear President Clancy and Councilors:

I write to respectfully request the City Council vote to revoke the enclosed "License to Encroach" dated June 14, 1999. The enclosed letter from Pamela A. Wilderman, Code Enforcement Officer describes recent conditions concerning the use of the subject city property, and how the City intends to make use of the area. Further, the City Solicitor has advised that the License is void as the license was never timely recorded at the registry of deeds, and for purposes of clarity recommends a vote to revoke the license.

A proposed order is enclosed for consideration. City staff and I are available to answer any questions.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosure

ORDERED:

That the City Council for the City of Marlborough hereby revokes the License to Encroach, dated June 14, 1999 (Adopted by Order No. 99-8201), and any and all permission to use real property pursuant to said license, effective immediately.

ADOPTED  
In City Council  
Order No. 19-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

---



## IN CITY COUNCIL

Marlborough, Mass., JUNE 14, 1999 19

ORDERED:

### LICENSE TO ENCROACH

The record owner of 26 Monument Avenue, Marlborough, Massachusetts, identified as parcel Map 69, Parcel 213 of the City's Assessor's Maps, is hereby authorized to encroach in perpetuity on and into the layout of the access to the municipal parking lot access off New Street immediately adjacent to said 26 Monument Avenue as indicated on a "Sketch of Land For License at #26 Monument Ave., Scale 1"=20', Date: 6-9-99" for the purpose of parking motor vehicles and landscaping only. No changes to the existing surface conditions and use thereof shall take place unless approved through formal site plan approval and written authorization from the Commissioner of Public Works, and the license to park and landscape is subservient to all other uses which the City may from time to time make of these areas.

The Licensee, its heirs and assigns hereby agrees to indemnify and save harmless the City of Marlborough, Massachusetts. Licensee shall, within 30 days of receipt of this license, record same at Licensee's expense.

ADOPTED

In City Council

Order No. 99-8201

Adopted June 14, 1999

Approved by Mayor

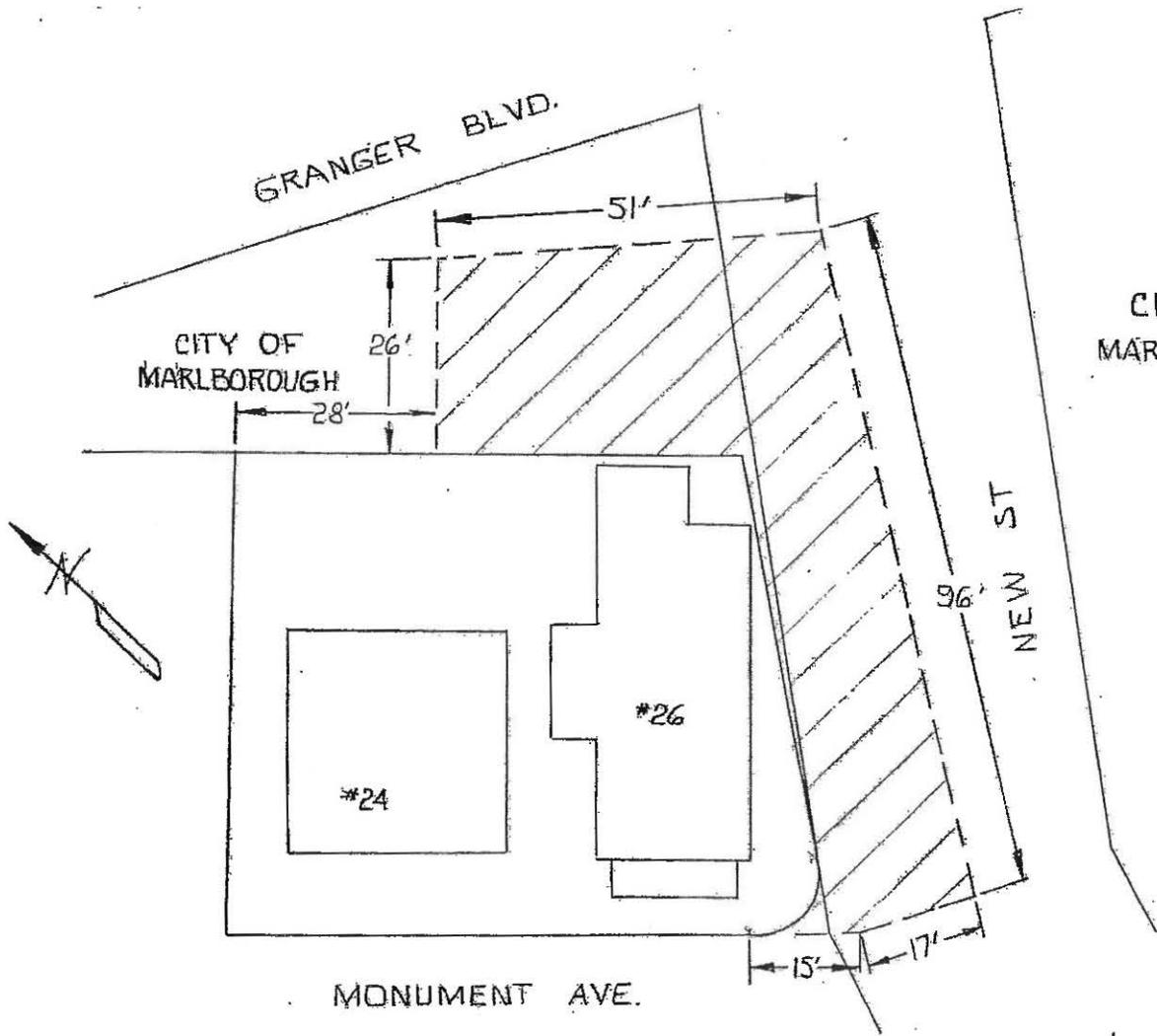
William J. Mauro, Jr.

Date:

A TRUE COPY

ATTEST:

City Clerk



 AREA OF LICENSE

SKETCH OF LAND FOR LICENSE AT #26 MONUMENT AVE. SCALE: 1-20' DATE: 6-9-99

*City of Marlborough*  
*Commonwealth of Massachusetts*



**Pamela A. Wilderman**  
**Ethan Lippitt**  
**Code Enforcement**  
**140 Main Street**  
**Marlborough, MA 01752**  
**Phone: (508) 460-3776 (x30201)**  
**Fax: (508) 460-3736**  
**Email: [pwilderman@marlborough-ma.gov](mailto:pwilderman@marlborough-ma.gov)**  
**[elippitt@marlborough-ma.gov](mailto:elippitt@marlborough-ma.gov)**

July 9, 2019

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

RE: License to Encroach  
26 Monument Avenue

Dear President Clancy and Members:

The enclosed "License to Encroach" dated June 14, 1999 allowed the owner of 26 Monument Avenue to utilize a portion of city property adjacent to Granger Boulevard and New Street for motor vehicle parking and landscaping. There was a requirement that the agreement be filed with the Registry of Deeds, which there is no evidence same was completed.

Additionally, this office has found the property in non-compliance over the years, for unregistered vehicles, trash and debris, and boats parked on the city land in violation of the agreement. For that reason, this office, in cooperation with the DPW, issued a letter to the property owner on May 8, 2019 (attachment #2), giving him 30 days to remove all his belongings from the city property. This letter was the result of numerous attempts by both my office and the DPW to advise him to correct the violations.

At this time, at the recommendation of City Solicitor Jason Grossfield, we wish to have the City Council vote to confirm revocation of the agreement to ensure that we have taken all necessary steps to rescind permission for private use of this city property. Once this vote has been taken we will have the property cleared (it's already by marked by the Engineering Department), a fence will be erected, and the property will be returned to greenspace.

Thank you for your consideration to this matter. As always, please feel free to contact me if you have any questions or if we can be of any further assistance to you.

Sincerely,

Pamela A. Wilderman  
Code Enforcement Officer

Cc: Mayors' Office  
Legal  
File

*City of Marlborough*  
*Commonwealth of Massachusetts*



Pamela A. Wilderman  
Ethan Lippitt  
Code Enforcement  
140 Main Street  
Marlborough, MA 01752  
Phone: (508) 460-3776 (x30201)  
Fax: (508) 460-3736  
Email: [pwilderman@marlborough-ma.gov](mailto:pwilderman@marlborough-ma.gov)  
[elippitt@marlborough-ma.gov](mailto:elippitt@marlborough-ma.gov)

May 8, 2019

Mr. Oscar Barrera  
26 Monument Avenue  
Marlborough, MA 01752

Via First Class and Hand delivery

RE: License to Encroach – Use of City-Owned Property

Dear Mr. Barrera:

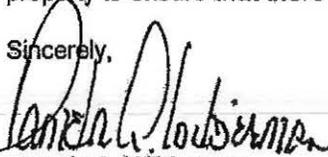
On November 7, 2018, you were put on notice that you were in violation of a "License to Encroach" on City-owned property located next to and behind your property at #26 Monument Avenue.

Specifically, that boats and trailers were not to be parked on the property and there is a further restriction of the License that "the Licensee, its heirs and assigns hereby agrees to indemnify and save harmless the City of Marlborough, Massachusetts" for the licensee's use of the City-owned property.

Whereas the updated Insurance Certificate was not delivered to the City's Legal Department, as requested and with a boat and trailer still parked on the City owned property, and whereas the original License was never recorded at the South Middlesex Registry of Deeds, as was required by the original License, you are hereby put on notice that the License to Encroach has been voided.

You are hereby directed to remove all your personal property from the City owned property within thirty days of the date of this letter and discontinue the use of this property. Any personal property remaining after 30 days of the date of this letter will be removed by the City of Marlborough – Department of Public Works and barriers will be placed on the property line of the City Owned property to ensure that there is no encroachment onto this property.

Sincerely,

  
Pamela A. Wilderman  
Code Enforcement Officer

cc: Councilor Dumais  
DPW  
Legal Department  
File



# IN CITY COUNCIL

Marlborough, Mass., JUNE 14, 1999 19

ORDERED:

## LICENSE TO ENCROACH

The record owner of 26 Monument Avenue, Marlborough, Massachusetts, identified as parcel Map 69, Parcel 213 of the City's Assessor's Maps, is hereby authorized to encroach in perpetuity on and into the layout of the access to the municipal parking lot access off New Street immediately adjacent to said 26 Monument Avenue as indicated on a "Sketch of Land For License at #26 Monument Ave., Scale 1"=20', Date: 6-9-99" for the purpose of parking motor vehicles and landscaping only. No changes to the existing surface conditions and use thereof shall take place unless approved through formal site plan approval and written authorization from the Commissioner of Public Works, and the license to park and landscape is subservient to all other uses which the City may from time to time make of these areas.

The Licensee, its heirs and assigns hereby agrees to indemnify and save harmless the City of Marlborough, Massachusetts. Licensee shall, within 30 days of receipt of this license, record same at Licensee's expense.

### ADOPTED

In City Council

Order No. 99-8201

Adopted June 14, 1999

Approved by Mayor

William J. Mauro, Jr.

Date:

A TRUE COPY

ATTEST:

City Clerk



*City of Marlborough*  
*Office of the Mayor*

140 Main Street  
Marlborough, Massachusetts 01752  
508.460.3770 Fax 508.460.3698 TDD 508.460.3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*Kate Flanagan*  
2019 JUN 28 P 12:28  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

June 28, 2019

Honorable Council President Edward Clancy  
Marlborough City Council  
City Hall  
140 Main St.  
Marlborough, MA 01752

Re: Order # 17/18/18-100-7055D

Dear Honorable President Clancy and Councilors,

At this time, I am vetoing Order number 17/18/19-100 7055D, Petition of AT&T to deploy one small cell site adjacent to National Grid pole number 2-84.

Item four in this order specifies AT&T shall not install its small cell facility on double poles. Pole number 2-84 is currently a double pole.

I am not opposed to the small cell facility being installed, but I am opposed to installing it on a double pole.

In keeping with the beautification efforts of our great city, poles no longer being used need to be removed. Various service providers own many double poles in and around the City, and we continue to struggle with the removal of such poles.

If you have any questions, please feel free to contact me regarding this issue.

Sincerely,

Arthur G. Vigeant  
Mayor

Attachment



*City of Marlborough*  
**Legal Department**

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752  
TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610  
[LEGAL@MARLBOROUGH-MA.GOV](mailto:LEGAL@MARLBOROUGH-MA.GOV)

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUL 11 AM 10:16  
JASON D. GROSSFIELD  
CITY SOLICITOR

July 11, 2019

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

Re: City Council Order No. 18/19-1007423E; X18/19-1007461: LED Sign Special Permit – Main Street Bank, 81 Granger Blvd.

Dear Honorable President Clancy and Councilors:

Enclosed please find a proposed Decision on a LED Sign Special Permit with respect to the above-referenced application, as amended and recommended by the Urban Affairs & Housing Committee at its meeting on July 9, 2019. I have reviewed the proposed decision and placed it into proper legal form.

Please contact me if you have any questions or concerns.

Respectfully,



Jason D. Grossfield  
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor  
Jeffrey Cooke, Building Commissioner  
Sem Aykanian, Esquire

ORDERED:

**DECISION ON A LED SIGN SPECIAL PERMIT**

**IN CITY COUNCIL**

---

LED Sign Special Permit  
Main Street Bank  
Order No. 18/19-1007423E  
X18/19-1007461

**DECISION ON A LED SIGN SPECIAL PERMIT  
CITY COUNCIL ORDER NO. 18/19-1007423B**

The City Council of the City of Marlborough hereby GRANTS the application for a Sign Ordinance Special Permit to Main Street Bank (the "Applicant") for the property located at 81 Granger Boulevard, Marlborough, Massachusetts, as provided in this Decision and subject to the following Procedural Findings and Findings of Facts and Conditions.

**FINDINGS OF FACT AND RULING**

1. The Applicant is the lessee of the property located at 81 Granger Boulevard, Marlborough, Massachusetts, as shown on the Marlborough Assessors Maps as Map 70, Parcel 152 (the "Site") and maintains a stand-alone bank facility with drive-through ATM and teller services.
2. The Applicant seeks a LED Sign Special Permit, pursuant to Section 526-13 of the Code of the City of Marlborough entitled, "Electronic Message Center Signs and Digital Display Signs" (the "EMC and Digital Display Sign Ordinance"), to operate an electronic message center sign (the "Sign") at the Site (the "Application").
3. The Sign is a 2' 6-15/16" by 5' 5-3/8" double-faced monochrome electronic message center (EMC) sign, with a display area of 10.80 square feet (the product specifications are attached hereto as Exhibit A). The Sign is to be located below an internally-illuminated sign at the premises (as shown in Exhibit B).
4. In connection with the Application, the Applicant has submitted schematic designs of the Site and a sketch plan showing the location of the Sign on the Site (as shown in Exhibit C).
5. The Marlborough City Council held a public hearing on the Application on February 25, 2019.
6. The Applicant, through its representatives, presented testimony at the public hearing detailing the Sign. No individual in attendance at the public hearing spoke in opposition to the Sign.

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

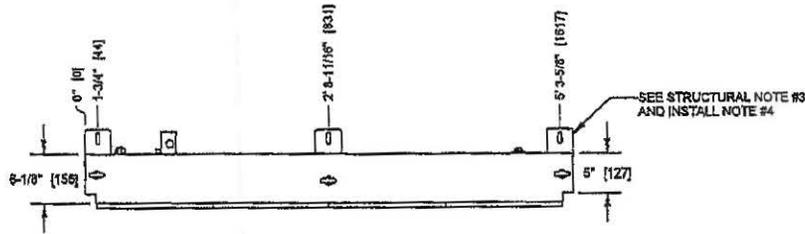
- A. The Applicant has complied with all rules and regulations promulgated by the Marlborough City Council as they pertain to application for a special permit under the EMC and Digital Display Sign Ordinance.
- B. The City Council finds that the Sign complies with the standards set forth in Section 526-13.B of the EMC and Digital Display Sign Ordinance.
- C. The City Council finds, pursuant to Section 526-13.B(16) of the EMC and Digital Display Sign Ordinance, that: all other signage on the Site is in compliance with zoning requirements; the Sign does not create unnecessary visual clutter or constitute signage overload for the lot or surrounding neighborhood or street; the Sign does not substantially block visibility of signs on abutting lots; the Sign does not substantially block solar access of, or the view from, windows of residential dwellings on abutting lots; the proposed illumination is appropriate to the Site and is appropriately located with respect to the character of the surrounding neighborhood; the scale and/or location of the Sign is appropriate; and the dimensions of the Sign comply with the area limitations of the EMC and Digital Display Sign Ordinance.
- D. The City Council, pursuant to its authority under the EMC and Digital Display Sign Ordinance, hereby GRANTS the Applicant a special permit for the Sign, SUBJECT TO THE FOLLOWING CONDITIONS, which conditions shall be binding on the Applicant, its successors and/or assigns:
  - 1. The Sign shall be operated in accordance with the EMC and Digital Display Sign Ordinance of the City of Marlborough.

ADOPTED  
In City Council  
Order No. 18/19-1007423B, X18/19-1007461B  
Adopted

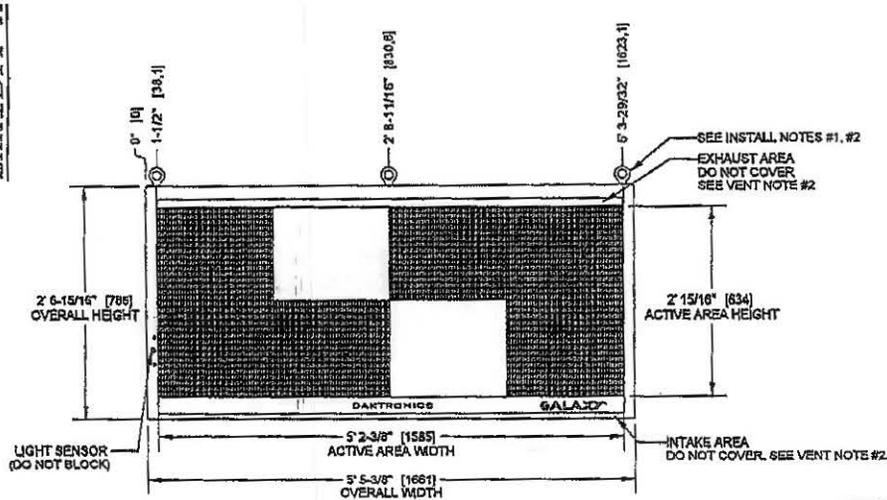
Approved by Mayor  
Arthur Vigeant  
Date:

A TRUE COPY  
ATTEST:

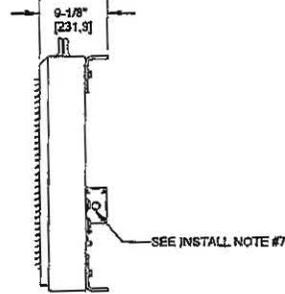
PIXELS HIGH (AAA)	PIXELS WIDE (BBB)	PIXEL SPACING (CC)
40	100	15.85mm
32	80	19.81mm
24	60	26.42mm



TOP VIEW



FRONT VIEW



RIGHT VIEW

EXHIBIT A

#	DETAIL	DESCRIPTION
1	DISPLAY	G58-AAABBB-CC (SEE CHART ON TOP LEFT)
2	LED COLOR	RED, AMBER, OR RGB
3	ACTIVE AREA	2' 15\"/>
4	OVERALL SIZE	2' 6-15/16\"/>
5	CABINET	ALUMINUM & STEEL
6	VENTILATION	FRONT
7	ACCESS	SERVICE FROM FRONT OF DISPLAY
8	WEIGHT	102 LBS (47 KG) (APPROX)
9	SHIPPING	SHIPPED AS A SINGLE UNIT
10	DIMENSIONS	FEET AND INCHES (MILLIMETERS)
11	PAINTED	SEMI-GLOSS BLACK

STRUCTURAL RATING		
1	DESIGN WIND PRESSURE "P" (CASE A)	P <sub>max</sub> : 100 P.S.F. (ASD)
2	STANDARD/CODE	IBC 2006/ASCE7-05, IBC 2012/ASCE7-10
3	ALL CLIP ANGLES MUST BE USED TO MOUNT DISPLAY	

POWER RATINGS PER SINGLE FACE; FOR SDCING ELEC. SERVICE MAX REQ'D SHOWN				
TECHNOLOGY	COLOR	MAX WATTS	120VAC 1PH 50/60HZ	240VAC 1PH 50/60HZ
			(2 WIRES + GND) DOMESTIC	(2 WIRES + GND) INTERNATIONAL SPECIAL ORDER
G58	RED	305	2.95	1.27
	AMBER	305	2.56	1.27
	RGB	462	3.85	1.93

VENTILATION REQUIREMENTS	
1	DISPLAY RELIES ON VENTILATION TO FUNCTION PROPERLY. INTAKES, LOCATED AT THE FRONT OF THE DISPLAY, MUST BE ABLE TO DRAW IN AIR AT A TEMPERATURE NO GREATER THAN 120°F.
2	IN ORDER TO ENSURE AMBIENT TEMPERATURE AIRFLOW IS MAINTAINED, NO PORTION OF THE VENTILATION OPENINGS ALONG THE FRONT OF THE DISPLAY MAY BE COVERED OR OBSTRUCTED IN ANY WAY.

INSTALL NOTES	
1	IN ORDER TO PRESERVE THE STRUCTURAL INTEGRITY OF THE DISPLAY CABINET, THE 90° ANGLE BETWEEN THE CABINET AND THE LIFTEYE MUST BE MAINTAINED - USING AN SPREADER BEAM IS SUGGESTED. ALL EYEBOLTS MUST BE USED WHEN LIFTING.
2	1/2" LIFTEYES TO ASSIST WITH DISPLAY INSTALLATION. LIFTEYES MAY NOT BE USED FOR PERMANENT INSTALLATION. LIFTEYES MAY BE REMOVED.
3	MECHANICAL AND SIGNAL CONNECTIONS OCCUR EXTERNAL TO DISPLAY.
4	CLIP ANGLE FOR MOUNTING. CLIP ANGLES CAN BE ADJUSTED VERTICALLY 1-3/16" AS NEEDED DURING INSTALLATION. CLIP ANGLE CAN BE WELDED OR BOLTED TO STRINGER. ALL CLIP ANGLE LOCATIONS MUST BE USED.
5	DAKTRONICS IS NOT RESPONSIBLE FOR THE MOUNTING HARDWARE OR THE INTEGRITY OF THE MOUNTING STRUCTURE.
6	DAKTRONICS IS NOT RESPONSIBLE FOR THE MAIN ELECTRICAL DISCONNECT. SEE POWER RATINGS ABOVE.
7	SEE DWG-03097583 FOR SIGNAL & MTG DETAILS

03	18 AUG 2018	PER 60-20242 UPDATED DRAWING LAYOUT	DJP	1844
02	08 MAY 18	UPDATED GALAXY LABEL	SAS	1808
01	27 OCT 2013	UPDATED C3504 LINE AMP	TAW	
REV	DATE		BY:	

THESE CONCEPTS EXPRESSED AND DETAILS SHOWN ON THIS DRAWING ARE CONFIDENTIAL AND PROPRIETARY. DO NOT REPRODUCE BY ANY MEANS WITHOUT THE EXPRESS WRITTEN CONSENT OF DAKTRONICS, INC. OR ITS WHOLLY OWNED SUBSIDIARIES. COPYRIGHT © 2018 DAKTRONICS, INC.

PROJECT: GALAXY G58 SERIES  
 TITLE: SHOP DWG, G58-R, 2' 7"x5' 6" (2x4 MODS)  
 DATE: 14-AUG-17    DIM. UNITS: INCHES (MILLIMETERS)  
 SCALE: 1/15    DO NOT SCALE DRAWING  
 DESIGNED: TW-HTEH    JOB NO. P1817    PLANT - TYPE - SIZE: E - 07 - B  
 DRAWN: DOSTRAA

THIS ANGLE PROJECTION

SHEET 1 OF 1 04  
 3111172

# GALAXY® GS6 15.85 MM PRODUCT SPECIFICATIONS

The GS6 is the best full-feature, high-quality Galaxy series yet. This product provides users a display that runs outstanding graphics and animations using the best contrast in the industry. The 15.85 mm pixel pitch is the highest resolution 16 mm LED display in the industry.

## 15.85 MM TECHNICAL SPECIFICATIONS

**Character Height:**

4.4" (7 pixel font)

**Line Spacing:**

15.85 mm (0.62")

**Pixel Configuration:**

Monochrome: 1 red or 1 amber

RGB: 1 red, 1 green, 1 blue

**Maximum Brightness:**

Monochrome red: 4,500 nits

Monochrome amber: 6,000 nits

RGB: 12,000 nits

**Monochrome Color Capability:**

4,096 shades of red or amber

**Full Color Capability:**

RGB: 281 trillion colors

**Optimal Viewing Angle:**

140 degrees horizontal x 70 degrees vertical

**Readability Angle:**

160 degrees horizontal x 90 degrees vertical

**Min Viewing Distance:**

37'

## PRODUCT FEATURES

- All sealed components
- Quick connects
- Mounting clips
- High-contrast louvers
- Redundant module signal
- Large sections for fast installation
- Front ventilation on displays less than seven feet tall
- No spreader beam required for displays greater than seven feet tall
- Same module size and cabinet size for all pixel pitches
- Single-step module removal
- Shallow cabinet depth
- Narrow cabinet borders

## MODEL NUMBER GUIDE

GS6	-	100	x	250	-	15.85	-	RGB	-	SF
Series		Lines High		Columns Wide		Line Spacing		LED Color Red, Amber, or RGB		Single Face or Two View



## GS6 SERIES SPECIFICATIONS

**Estimated LED Lifetime:**

100,000+ hours

**Contrast Enhancement:**

Non-reflective black louvers and module face grooves disperse light

**Message Capability:**

Text, graphics, logos, basic animation, video clips, multiple font styles, and sizes

**Control Software:**

Venus® Control Suite

**Power:**

120, 120/240 VAC Single Phase

**Display Dimming:**

64 levels (Automatic, scheduled or manual control)

**Communication Options:**

Ethernet Fiber Optic, Ethernet Bridge Radio, Remote Cellular, Ethernet CAT5

**Operating Temperature:**

-40°F to 120°F with 99% RH non-condensing

**Compliance Information:**

UL and cUL Listed, UL-Energy Verified, FCC compliance

**Warranty Coverage:**

5 years

**Galaxy Product Support:**

Parts support for 10 years

## DISPLAY CONFIGURATIONS



**Single-face (SF)**  
Available in all sizes



**Two-view (2V)**  
Available in all sizes

EXHIBIT B

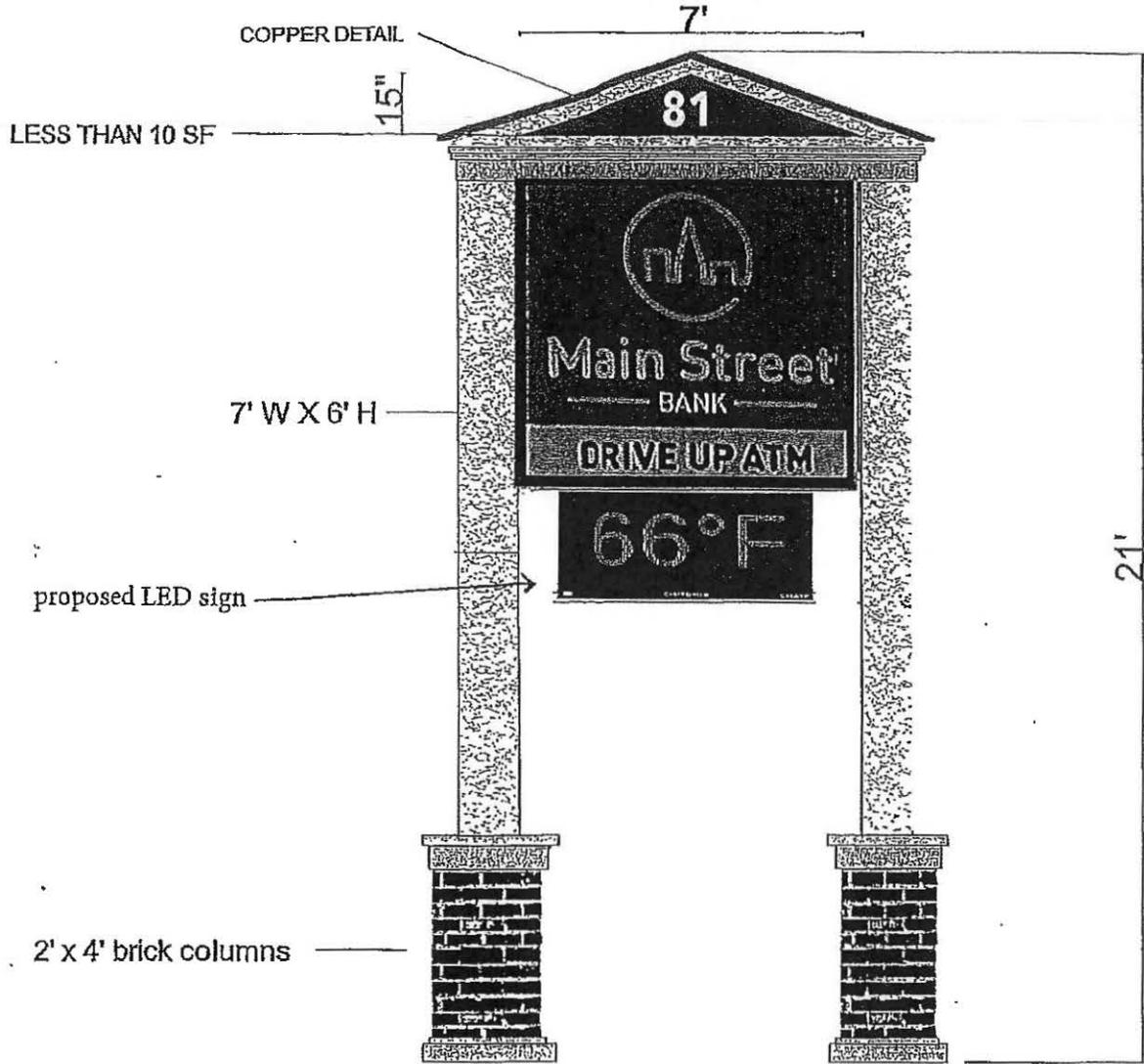


EXHIBIT C

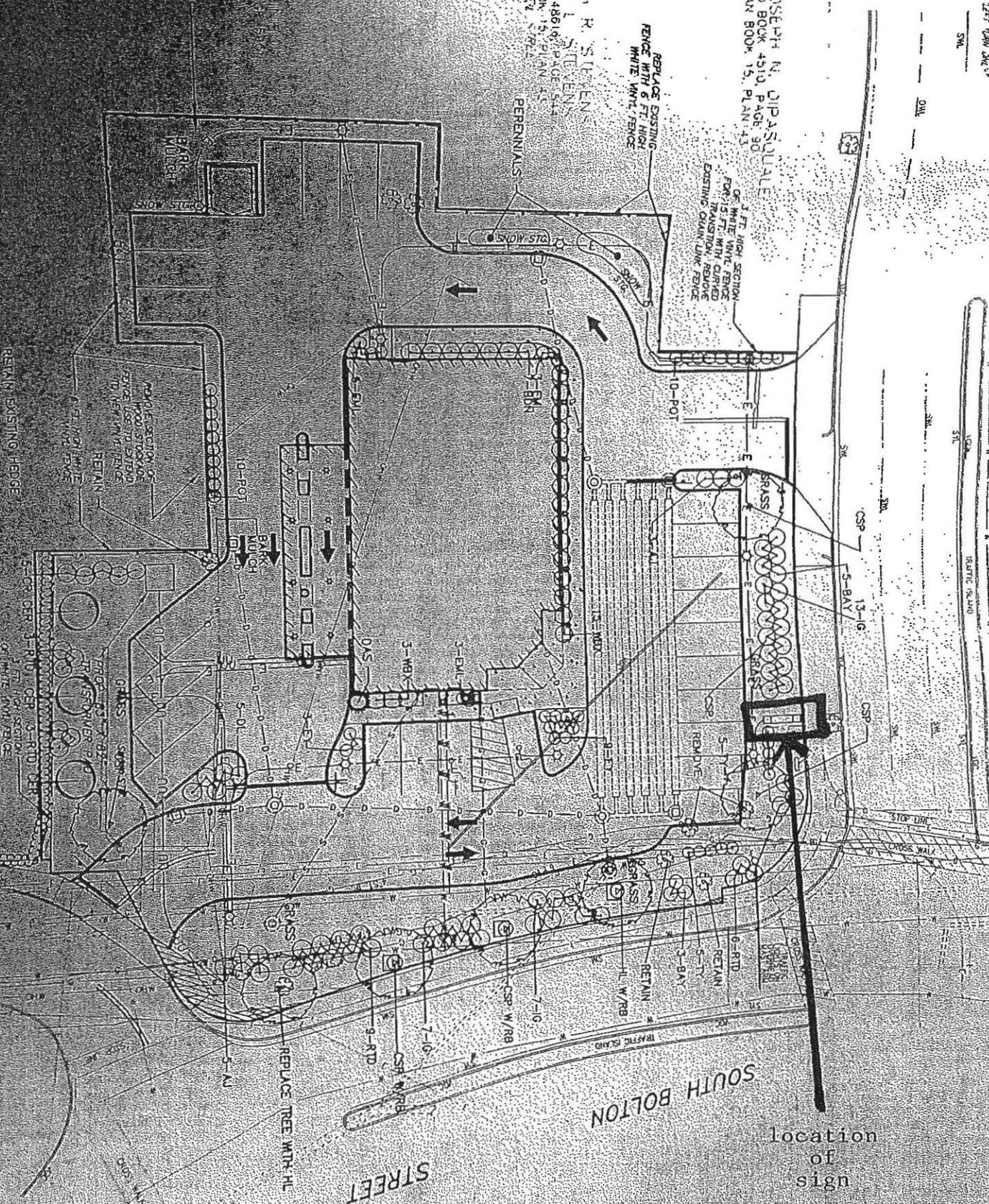
JOSEPH R. DIPASQUALE  
DEED BOOK 4310, PAGE 30  
PLAN BOOK 15, PLAN 43

WALTER R. STEVENS  
AND  
LUCILLE L. STEVENS  
DEED BOOK 4869, PAGE 544  
PLAN BOOK 15, PLAN 43

ST. 257' 0" W/4" S/4" SW

GRANGER

BOULEVARD



location of sign

SOUTH BOLTON STREET



*City of Marlborough*  
**Legal Department**

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CITY OF MARLBOROUGH  
2019 JUL 16 AM 10:56  
JUL 16 2019  
CITY SOLICITOR

July 16, 2019

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

Barbara J. Fenby, Chair  
Planning Board  
135 Neil Street  
2<sup>nd</sup> Floor  
Marlborough, MA 01752

Re: City Council Order No. 19-1007673: Proposed Amendment of Ch. 650-12, Zoning Ord.

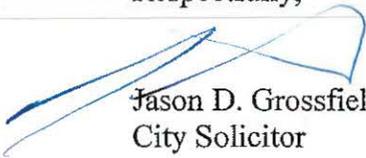
Dear Honorable President Clancy and Councilors and Chair Fenby and Board Members:

This office has reviewed the above-referenced proposed zoning amendment to Chapter 650-12 in conjunction with Building Commissioner Jeffrey Cooke, and we provide the enclosed set of proposed revisions to this ordinance, summarized as follows:

- 650-12(B): Revision is intended to parallel the sentence structure in MGL c. 40A, s. 6.
- 650-12(B)(1): Revision incorporates the recommendation of the Building Commissioner in his letter to the City Council dated June 13, 2019.
- 650-12(B)(5): Revision is intended as a housekeeping measure to correct the reference in this subsection as adopted in February, 1969. A 1978 amendment renumbered several subsections but did not amend this subsection to refer to the correct subsection.

Please contact me if you have any questions or concerns.

Respectfully,

  
Jason D. Grossfield  
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor  
Jeffrey Cooke, Building Commissioner

**ORDERED:**

THAT, PURSUANT TO § 5 OF CHAPTER 40A OF THE GENERAL LAWS, THE CITY COUNCIL OF THE CITY OF MARLBOROUGH, HAVING SUBMITTED FOR ITS OWN CONSIDERATION CHANGES IN THE ZONING ORDINANCE OF THE CITY OF MARLBOROUGH, AS AMENDED, TO FURTHER AMEND CHAPTER 650, NOW ORDAINS THAT THE ZONING ORDINANCE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED AS FOLLOWS:

1. By amending § 650-12 (Nonconforming uses) as follows (new text shown as underlined, deleted text shown as ~~strikethrough~~):

**§ 650-12. Nonconforming uses.**

A.

No building or other structure nor any land shall be used nor shall any building or other structure or part thereof be erected or altered except in conformity with the provisions of this chapter and any amendments thereof which apply to the district in which the building, structure or premises shall be located; provided, however, that this chapter shall not apply to the existing use of any building or structure or of land to the extent to which it was lawfully used at the time of the adoption of this chapter.

B.

This chapter shall apply to any change of use thereof and to any alteration of a building or structure when the same would amount to reconstruction, extension or structural change and to any alteration of a building or structure to provide for its use for a purpose or in a manner substantially different from the use to which it was put before alteration or for its use for the same purpose to a substantially greater extent. Pre-existing nonconforming structures or uses may be extended or altered, provided that the City Council determines, by the grant of a special permit, that expansion or alteration of a nonconforming use or structure is not substantially more detrimental to the neighborhood than the existing nonconforming use, except that an alteration, reconstruction, extension or structural change of or to a lawful pre-existing nonconforming single-family dwelling or two-family house shall be governed by Section 650-58B(3),<sup>2</sup> and subject, however, to the following provisions:

(1)

~~Such~~ Any nonconforming use or structure which has ~~not~~ been abandoned, or not used for a period of two years or more, shall lose its protected status and be subject to this chapter, except in the case of land used for agriculture, horticulture or floriculture for a period of less than five years.

(2)

Such use is not enlarged to more than 25% of the floor and ground areas of use existing at the time of adoption of the original Zoning Ordinance, or any amendments thereto, except that any nonconforming farm may be enlarged up to the total area owned by the nonconforming farmer at the time of adoption of this chapter, and there shall be no limit as to the expansion of farm buildings.

(3)

In case the use is destroyed or damaged by fire, explosion or other catastrophe to not greater than 75% of the fair market value of the building or structure, exclusive of foundation, based upon replacement cost immediately prior to such damage, the structure or use may be restored or rebuilt at the same location and used as previously, provided that:

(a)

The building, structure or use of land as restored or rebuilt shall be no greater in floor or land area than the maximum permitted under Subsection **B(3)(b)** of this section.

(b)

The restoration or rebuilding shall conform to this chapter so far as practicable and shall be completed within two years of the catastrophe, unless approved by the City Council in writing in accordance with Article **VIII**.

(4)

The building or structure is completed if a permit for construction was granted prior to the adoption of this chapter and construction is accomplished within two years after the date of adoption of this chapter.

(5)

The provisions of the above Subsection **B(1), (2)** and ~~**(4)(3)**~~ shall not apply to a single-family dwelling.

In City Council  
Order No. 19-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



*City of Marlborough*  
**Legal Department**

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752  
TEL. (508) 460-3771 / TDD (508) 460-3610  
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2019 JUL 17 10 08 AM  
JASON D. GROSSFIELD  
CITY SOLICITOR

July 17, 2019

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

RE: Proposed Grant of Easement to Massachusetts Electric Company for Electrical Service to Marlborough High School

Dear Honorable President Clancy and Councilors:

Enclosed please find a proposed order concerning a grant of a deed of easement to the Massachusetts Electric Company for the purposes of providing service to Marlborough High School, and a copy of the Grant of Easement and plan.

Approval of both the City Council and the School Committee is required and being sought simultaneously.

DPW Commissioner John Ghiloni is available to answer any questions concerning this matter. Please contact me as well if you have any questions or concerns.

Very truly yours,

Jason D. Grossfield  
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor  
John Ghiloni, DPW Commissioner

ORDERED:

That pursuant to Mass. Gen. Laws c. 40, § 3, the City of Marlborough grants a permanent utility easement, to be executed by the Mayor on behalf of the City, to the Massachusetts Electric Company (a/k/a "National Grid") as enclosed, constituting a Grant of Easement to Massachusetts Electric Company for electrical service to Marlborough High School at 431 Bolton Street, said grant of easement having been approved on \_\_\_\_\_ by vote of the Marlborough School Committee.

ADOPTED

In City Council  
Order No. 19-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

Property Address: 431 Bolton Street, Marlborough, MA Middlesex  
South County

## GRANT OF EASEMENT

CITY OF MARLBOROUGH, a body politic duly organized under the laws of the Commonwealth of Massachusetts, of Marlborough, Massachusetts 01752 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) Dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, two (2) poles, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Marlborough, Middlesex South County, Massachusetts consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon a certain parcel of land situated on the easterly side of Bolton Street, being more particularly shown as Parcel 3 on a Plan of Land recorded with the Middlesex South District Registry of Deeds as Plan No. 1033 of 1973.

WR# 28134878

Address of Grantee:  
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:  
Carol Barrows  
National Grid USA  
Service Company, Inc.  
40 Sylvan Road  
Waltham, MA 02451

05 MARLMA GEN

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "NationalGrid, Owner: City of Marlborough 431 Bolton St Marlborough, MA 01752," Date: October 23, 2018, Drawn By: D. Larson, Actrix Drawing Number: 28134878, a reduced copy of said sketch is attached hereto as "Exhibit A", copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore 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, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part 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 "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said 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.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Overhead System and Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

---

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, erect, maintain and operate within the Grantor's land an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

For Grantor's title, see Order of Taking dated August 22, 1973 recorded with the Middlesex South County Registry of Deeds in Book 12507, Page 396.

IN WITNESS WHEREOF, City of Marlborough has caused its corporate seal to be hereto affixed and these presents to be signed in its name and behalf by Arthur G. Vigeant, Mayor being thereto duly authorized this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

CITY OF MARLBOROUGH

\_\_\_\_\_  
By: ARTHUR G. VIGEANT  
Its: Mayor

Commonwealth of Massachusetts

County of Middlesex } ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned  
Day Month Year

Notary Public, personally appeared Arthur G. Vigeant, proved to me through satisfactory evidence of identity, which was

\_\_\_\_\_ to be the person whose name is signed on the preceding Grant of Easement, and acknowledged to me that he signed it voluntarily for its stated purpose, as Mayor for City of Marlborough.

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires \_\_\_\_\_

Place Notary Seal and/or Any Stamp Above

WR# 28134878

05 MARLMA GEN

CITY OF MARLBOROUGH

TO

MASSACHUSETTS  
ELECTRIC COMPANY

GRANT OF EASEMENT

**AFTER RECORDING RETURN TO:**

CAROL BARROWS  
NATIONAL GRID USA  
SERVICE COMPANY, INC.  
40 SYLVAN ROAD  
WALTHAM, MA 02451

Approved By: \_\_\_\_\_

Customer to Install primary underground from PB2 to T-1

Install Transformer pad for a 75KVA padmount Transformer  
44-113 (ref-44-113/UF8A) 81"x64"

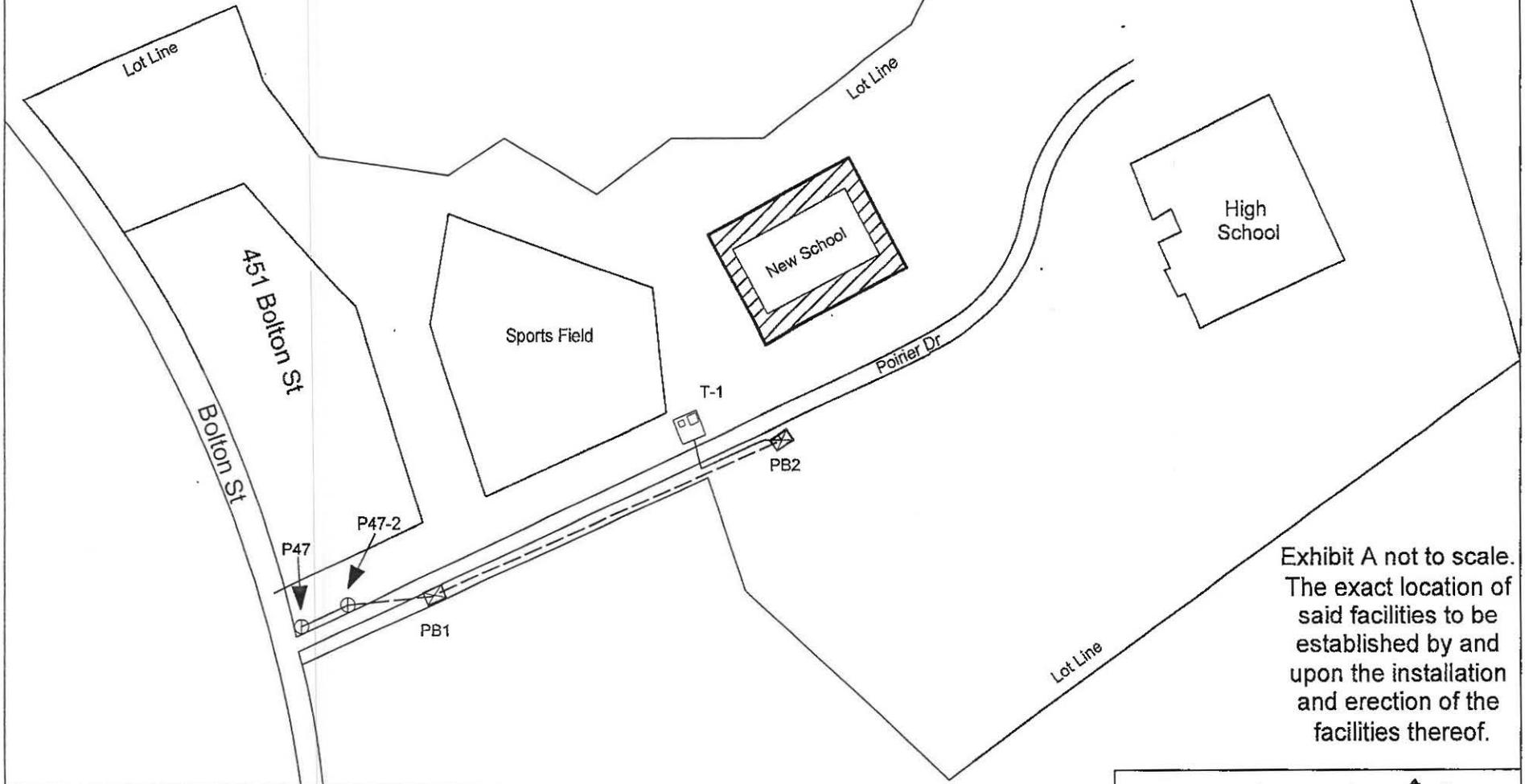


Exhibit A not to scale.  
The exact location of  
said facilities to be  
established by and  
upon the installation  
and erection of the  
facilities thereof.

Legend	
	Transformer
	Underground Primary
	Pull Box
	Utility Pole

<b>nationalgrid</b>	
City of Marlborough 431 Bolton St Marlboro, Ma 01752	
Scale: NONE Date: 10-23-16 Drawn By: D. Larson	Actrix Drawing Number <b>28134878</b>



*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610

[LEGAL@MARLBOROUGH-MA.GOV](mailto:LEGAL@MARLBOROUGH-MA.GOV)

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 JUL 18 8:01  
JASON D. GROSSFIELD  
CITY SOLICITOR

July 18, 2019

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

Re: City Council Order No. 19-1007717: Proposed Easement for Sudbury Street Sewer Project,  
Phase 4 (55 Hanlon Drive)

Dear Honorable President Clancy and Councilors:

As requested, enclosed please find an order to accept a Grant of Sewer Easement to the City of Marlborough, along with a copy of the easement and plan, relating to the above-referenced real property. I have reviewed the order and easement and both are in proper legal form.

Mr. DiPersio is available to answer any questions concerning this matter. Please feel free to contact me as well if you have any questions or concerns.

Respectfully,

Jason D. Grossfield  
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor  
John Ghiloni, Commissioner of Public Works  
Thomas DiPersio, Jr., City Engineer

ORDERED:

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity require that the permanent sewer easement shown as "Proposed Easement A", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on a plan entitled "Easement Plan of Land in Marlborough, MA, Prepared By: City of Marlborough Department of Public Works, Engineering Division, 135 Neil Street, Marlborough, MA 01752, Scale: 1" = 50'; Date: June 10, 2019" (the "Plan"), containing 11,496+/- square feet, more or less, according to the Plan, be accepted as a municipal easement as shown on the Plan and as hereinafter described:

DESCRIPTION

The 30'-wide sewer easement shown as "Proposed Easement A", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on the Plan, to be recorded at the Middlesex County South Registry of Deeds. Containing 11,496+/- square feet, more or less, according to the Plan. The easement and Plan are attached hereto.

IT IS THEREFORE ORDERED THAT:

The 30'-wide sewer easement shown as "Proposed Easement A", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on the Plan, containing 11,496+/- square feet, more or less, being portions of the property owned by ALLEN G. SUPYNUK and WENDY MCDONALD and described in a deed recorded in the Middlesex South District Registry of Deeds, Book 42958 Page 450, be accepted as a municipal easement in the City of Marlborough.

ADOPTED  
In City Council  
Order No. 19-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

---

## GRANT OF SEWER EASEMENT

ALLEN G. SUPYNUK and WENDY MCDONALD, of Marlborough, Mass., hereinafter known, collectively, as Grantors, its successors and assigns, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration as provided in the covenants herein, receipt and sufficiency of which is hereby acknowledged,

55 Hanlon Dr., Marlborough, MA  
Hereby grant to the CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County, hereinafter referred to as Grantee, its successors and assigns forever, with quitclaim covenants, an exclusive and perpetual right and easement to operate, construct, maintain, replace, repair, inspect, and improve a sanitary sewer, a system of sewerage, and other appurtenances thereto to consisting of but not limited to pipes, conduits, manholes, vaults and castings on, through, over and under a portion of land located off of Hanlon Drive, Marlborough, Middlesex County, Massachusetts and being more particularly described as follows:

### DESCRIPTION

The 30'-wide sewer easement shown as "Proposed Easement A", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on a plan entitled "Easement Plan of Land in Marlborough, MA, Prepared By: City of Marlborough Department of Public Works, Engineering Division, 135 Neil Street, Marlborough, MA 01752, Scale: 1" = 50'; Date: June 10, 2019" (the "Plan"), said plan to be recorded at the Middlesex County South Registry of Deeds herewith.

Containing 11,496+/- square feet, more or less, according to said plan.

Being portions of the property owned by the Grantor and described in a deed recorded in the Middlesex South District Registry of Deeds, in Book 42958 Page 450.

The above granted rights being more particularly described as the right to lay, inspect, construct, reconstruct, relocate, operate, maintain, alter, renew, replace, add to and remove for a sanitary sewer and system of sewerage the necessary pipes, conduits, manholes, vaults, castings and/or other appurtenances that are or shall be required to install and operate a sewer line, on, over and under the easement area and to do all other acts incidental to the foregoing, including the right to pass and repass over the land of Grantor, its successors and assigns, with people, equipment, supplies for access thereto for all of the above purposes.

And, Grantee shall construct a sewer connection stub and approximately sixty feet of service piping for connection of the existing house to the new sewer line to be located within the easement, remove a 24 inch diameter pine tree from the property near the existing house, and remove and reset part of an existing fence within the easement.

And, for the same consideration aforesaid, the Grantor does hereby give, grant, transfer and deliver unto the Grantee and its successors and assigns forever sanitary sewer conduits, manholes, vaults, castings and/or other appurtenances thereto that are now or hereafter constructed or installed in, through, or under the above described land by the Grantor or the Grantor's successors and assigns.

Also granted is the perpetual right and easement at any time and from time to time to clear and keep cleared that portion and areas of the premises wherein the utilities are located, of trees, roots, branches, shrubs, brush, bushes, structures, objects and surfaces as may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said sanitary sewer and system of sewerage.

The Grantee, for itself, its successors and assigns, further agrees that it will promptly restore the surface disturbed by it in the exercise of the rights herein granted, in a good and workmanlike manner, substantially to the same condition as existed prior to its being disturbed.

Grantor, its successors and assigns may not place any building, shed or other permanent object or encroachment within the easement area which would materially or unreasonably affect and/or interfere with the purpose of the easement.

It is intended that this easement be conveyed by the Grantor to the City of Marlborough. The grant of easement is and shall be binding upon the Grantor, its successors and/or assigns, and inure to the benefit of the Grantee.

Grantor warrants that it has good title to transfer the same, and that it will defend the same against claims of all persons.

In witness whereof, this Grant of Sewer Easement is executed under seal this 28<sup>th</sup> day of June, 2018

  
\_\_\_\_\_  
ALLEN G. SUPYNUK

  
\_\_\_\_\_  
WENDY MCDONALD

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

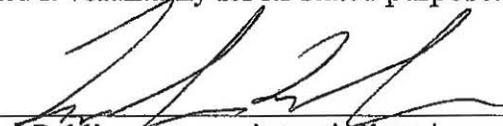
On this 28<sup>th</sup> day of June, 2019, before me, the undersigned notary public, personally appeared ALLEN G. SUPYNUK, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public: Leonardo Mercado  
My Commission Expires: NOTARY PUBLIC  
 Commonwealth of  
Massachusetts  
My Commission Expires  
11/21/2025

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 28<sup>th</sup> day of June, 2019, before me, the undersigned notary public, personally appeared WENDY MCDONALD, proved to me through satisfactory evidence of identification, which was MA Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

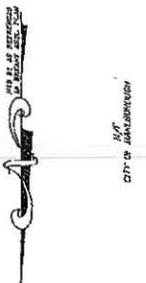
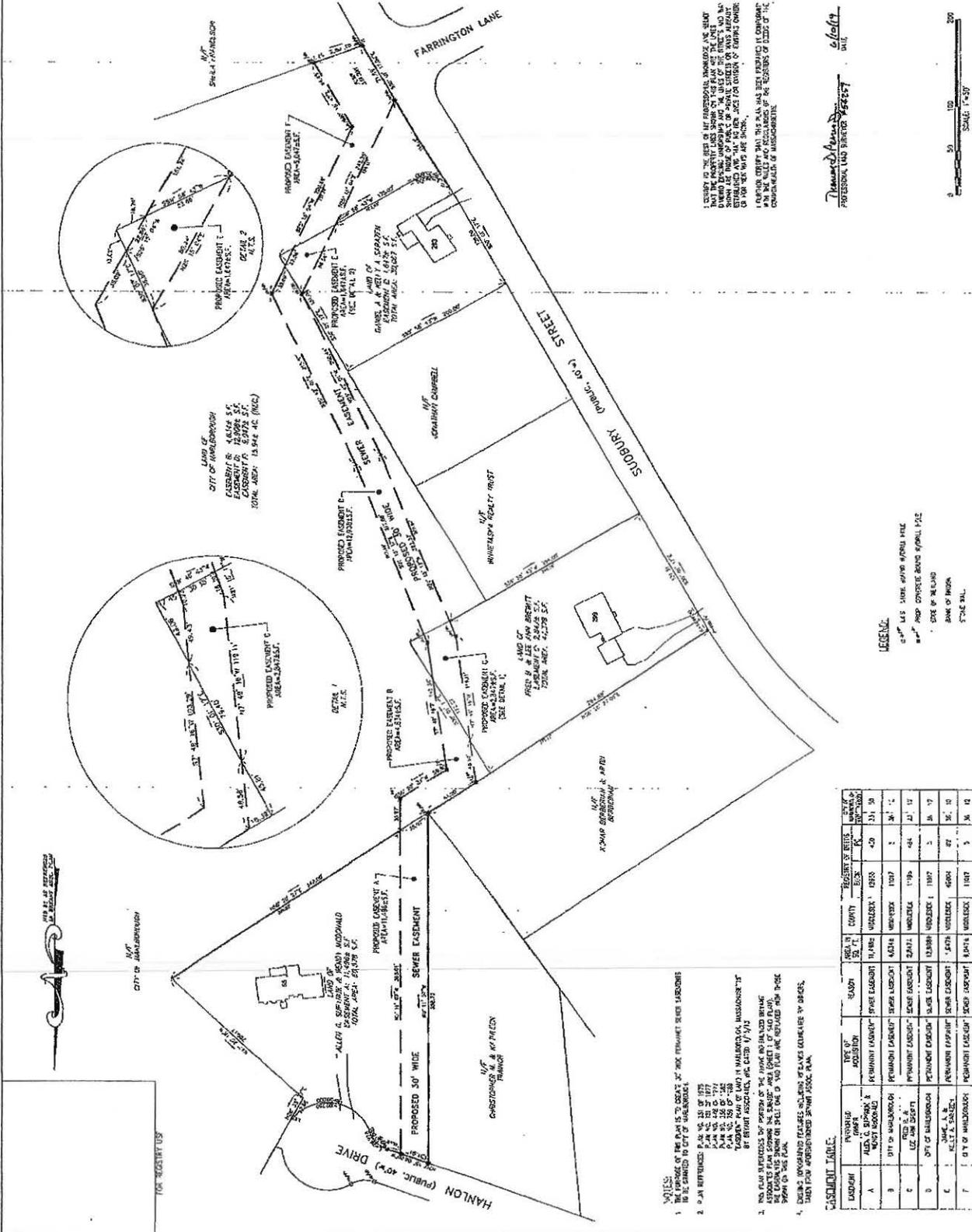
  
\_\_\_\_\_  
Notary Public: Leonardo Mercado  
My Commission Expires: NOTARY PUBLIC  
 Commonwealth of  
Massachusetts  
My Commission Expires  
11/21/2025

REVISIONS	
No.	Description

Drawn by	Checked by	Reviewed by

**EASEMENT PLAN  
 OF LAND IN  
 MARLBOROUGH, MA**  
 REFERENCED TO CITY OF MARLBOROUGH  
 RECORDING DISTRICT

Project No.	MA 2019-01
Date	8-10-19
Sheet	1 of 1
Scale	1"=50'



IN WITNESS WHEREOF, THE ENGINEER HAS HEREUNTO SET HIS HAND AND SEAL OF OFFICE ON THE 10th DAY OF AUGUST, 2019.

*Professional Seal*  
 PROFESSIONAL LAND SURVEYOR #96627

LEGEND:  
 - - - - - 3" WIDE SIDE DRIVE W/PAV FILE  
 - - - - - 4" WIDE SIDE DRIVE W/PAV FILE  
 - - - - - 6" WIDE SIDE DRIVE W/PAV FILE

NOTES:  
 1. THE PURPOSE OF THIS PLAN IS TO CREATE THE PERMANENT SEWER EASEMENTS TO BE SHOWN ON THIS PLAN.  
 2. ALL DIMENSIONS ARE IN FEET AND INCHES.  
 3. THE PLAN REPRESENTS THE WORK OF THE PROFESSIONAL LAND SURVEYOR AND DOES NOT REPRESENT THE WORK OF ANY OTHER PROFESSIONAL OR UNLICENSED PERSON.  
 4. THE PLAN REPRESENTS THE WORK OF THE PROFESSIONAL LAND SURVEYOR AND DOES NOT REPRESENT THE WORK OF ANY OTHER PROFESSIONAL OR UNLICENSED PERSON.

EASEMENT	PROPERTY	TYPE OF ACQUISITION	BLK	LOT	CITY	SECTION	AREA (SQ FT)	AREA (AC)	DATE
A	LAND OF MARLBOROUGH	PERMANENT EASEMENT	11	100	MARLBOROUGH	100	2,511	0.057	08/10/19
B	LAND OF MARLBOROUGH	PERMANENT EASEMENT	11	100	MARLBOROUGH	100	2,511	0.057	08/10/19
C	LAND OF MARLBOROUGH	PERMANENT EASEMENT	11	100	MARLBOROUGH	100	2,511	0.057	08/10/19
D	LAND OF MARLBOROUGH	PERMANENT EASEMENT	11	100	MARLBOROUGH	100	2,511	0.057	08/10/19
E	LAND OF MARLBOROUGH	PERMANENT EASEMENT	11	100	MARLBOROUGH	100	2,511	0.057	08/10/19
F	LAND OF MARLBOROUGH	PERMANENT EASEMENT	11	100	MARLBOROUGH	100	2,511	0.057	08/10/19



*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610

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RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 JUL 18  
JASON D. GROSSFIELD  
CITY SOLICITOR

July 18, 2019

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

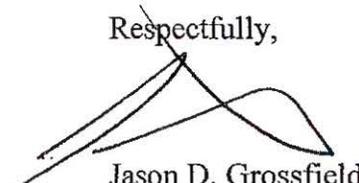
Re: City Council Order No. 19-1007718: Proposed Easement for Sudbury Street Sewer Project,  
Phase 4 (263 Sudbury Street)

Dear Honorable President Clancy and Councilors:

As requested, enclosed please find an order to accept a Grant of Sewer Easement to the City of Marlborough, along with a copy of the easement and plan, relating to the above-referenced real property. I have reviewed the order and easement and both are in proper legal form.

Mr. DiPersio is available to answer any questions concerning this matter. Please feel free to contact me as well if you have any questions or concerns.

Respectfully,



Jason D. Grossfield  
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor  
John Ghiloni, Commissioner of Public Works  
Thomas DiPersio, Jr., City Engineer

ORDERED:

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity require that the permanent sewer easement shown as "Proposed Easement E", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on a plan entitled "Easement Plan of Land in Marlborough, MA, Prepared By: City of Marlborough Department of Public Works, Engineering Division, 135 Neil Street, Marlborough, MA 01752, Scale: 1" = 50'; Date: June 10, 2019" (the "Plan"), containing 1,647+/- square feet, more or less, according to the Plan, be accepted as a municipal easement as shown on the Plan and as hereinafter described:

DESCRIPTION

The 30'-wide sewer easement shown as "Proposed Easement E", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on the Plan, to be recorded at the Middlesex County South Registry of Deeds. Containing 1,647+/- square feet, more or less, according to the Plan. The easement and Plan are attached hereto.

IT IS THEREFORE ORDERED THAT:

The 30'-wide sewer easement shown as "Proposed Easement E", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on the Plan, containing 1,647+/- square feet, more or less, being portions of the property owned by DANIEL A. SARAZEN and KELLY A. SARAZEN and described in a deed recorded in the Middlesex South District Registry of Deeds, in Book 49004 Page 82, be accepted as a municipal easement in the City of Marlborough.

ADOPTED  
In City Council  
Order No. 19-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

263 Sudbury St., Marlborough, MA

### GRANT OF SEWER EASEMENT

DANIEL A. SARAZEN and KELLY A. SARAZEN, of Marlborough, Mass., hereinafter known, collectively, as Grantors, its successors and assigns, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration as provided in the covenants herein, receipt and sufficiency of which is hereby acknowledged,

Hereby grant to the CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County, hereinafter referred to as Grantee, its successors and assigns forever, with quitclaim covenants, an exclusive and perpetual right and easement to operate, construct, maintain, replace, repair, inspect, and improve a sanitary sewer, a system of sewerage, and other appurtenances thereto to consisting of but not limited to pipes, conduits, manholes, vaults and castings on, through, over and under a portion of land located off of Sudbury Street, Marlborough, Middlesex County, Massachusetts and being more particularly described as follows:

#### DESCRIPTION

The 30'-wide sewer easement shown as "Proposed Easement E", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on a plan entitled "Easement Plan of Land in Marlborough, MA, Prepared By: City of Marlborough Department of Public Works, Engineering Division, 135 Neil Street, Marlborough, MA 01752, Scale: 1" = 50'; Date: June 10, 2019" (the "Plan"), said plan to be recorded at the Middlesex County South Registry of Deeds herewith.

Containing 1,647+/- square feet, more or less, according to said plan.

Being portions of the property owned by the Grantor and described in a deed recorded in the Middlesex South District Registry of Deeds, in Book 49004 Page 82.

The above granted rights being more particularly described as the right to lay, inspect, construct, reconstruct, relocate, operate, maintain, alter, renew, replace, add to and remove for a sanitary sewer and system of sewerage the necessary pipes, conduits, manholes, vaults, castings and/or other appurtenances that are or shall be required to install and operate a sewer line, on, over and under the easement area and to do all other acts incidental to the foregoing, including the right to pass and repass over the land of Grantor, its successors and assigns, with people, equipment, supplies for access thereto for all of the above purposes.

And, Grantee shall construct a sewer connection stub for connection of the existing house to the new sewer line to be located within the easement, and remove three certain dead trees and a treehouse on the Property.

And, for the same consideration aforesaid, the Grantor does hereby give, grant, transfer and deliver unto the Grantee and its successors and assigns forever sanitary sewer conduits, manholes, vaults, castings and/or other appurtenances thereto that are now or hereafter constructed or installed in, through, or under the above described land by the Grantor or the Grantor's successors and assigns.

Also granted is the perpetual right and easement at any time and from time to time to clear and keep cleared that portion and areas of the premises wherein the utilities are located, of trees, roots, branches, shrubs, brush, bushes, structures, objects and surfaces as may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said sanitary sewer and system of sewerage.

The Grantee, for itself, its successors and assigns, further agrees that it will promptly restore the surface disturbed by it in the exercise of the rights herein granted, in a good and workmanlike manner, substantially to the same condition as existed prior to its being disturbed.

Grantor, its successors and assigns may not place any building, shed or other permanent object or encroachment within the easement area which would materially or unreasonably affect and/or interfere with the purpose of the easement.

It is intended that this easement be conveyed by the Grantor to the City of Marlborough. The grant of easement is and shall be binding upon the Grantor, its successors and/or assigns, and inure to the benefit of the Grantee.

Grantor warrants that it has good title to transfer the same, and that it will defend the same against claims of all persons.

In witness whereof, this Grant of Sewer Easement is executed under seal this 12<sup>th</sup> day of July, 2019.

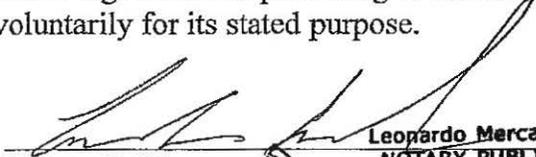
  
\_\_\_\_\_  
DANIEL A. SARAZEN

  
\_\_\_\_\_  
KELLY A. SARAZEN

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

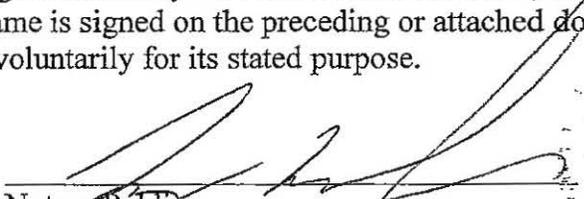
On this 12<sup>th</sup> day of July, 2019, before me, the undersigned notary public, personally appeared DANIEL A. SARAZEN, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

  
Notary Public:  **Leonardo Mercado**  
My Commission Expires: **NOTARY PUBLIC**  
**Commonwealth of**  
**Massachusetts**  
**My Commission Expires**  
**11/21/2025**

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 12<sup>th</sup> day of July, 2019, before me, the undersigned notary public, personally appeared KELLY A. SARAZEN, proved to me through satisfactory evidence of identification, which was Driver's License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

  
Notary Public:  **Leonardo Mercado**  
My Commission Expires: **NOTARY PUBLIC**  
**Commonwealth of**  
**Massachusetts**  
**My Commission Expires**  
**11/21/2025**

**CITY OF MARLBOROUGH**  
 DEPARTMENT OF PUBLIC WORKS  
 Engineering Division  
 186 Nait Street  
 Marlborough, MA 01752  
 T: (508) 694-4910  
 F: (508) 694-7689  
 www.marboroughma.gov

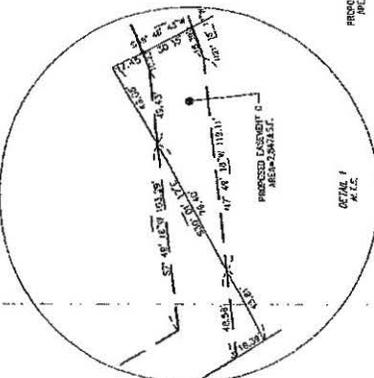
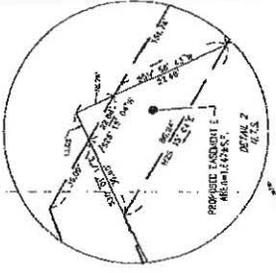
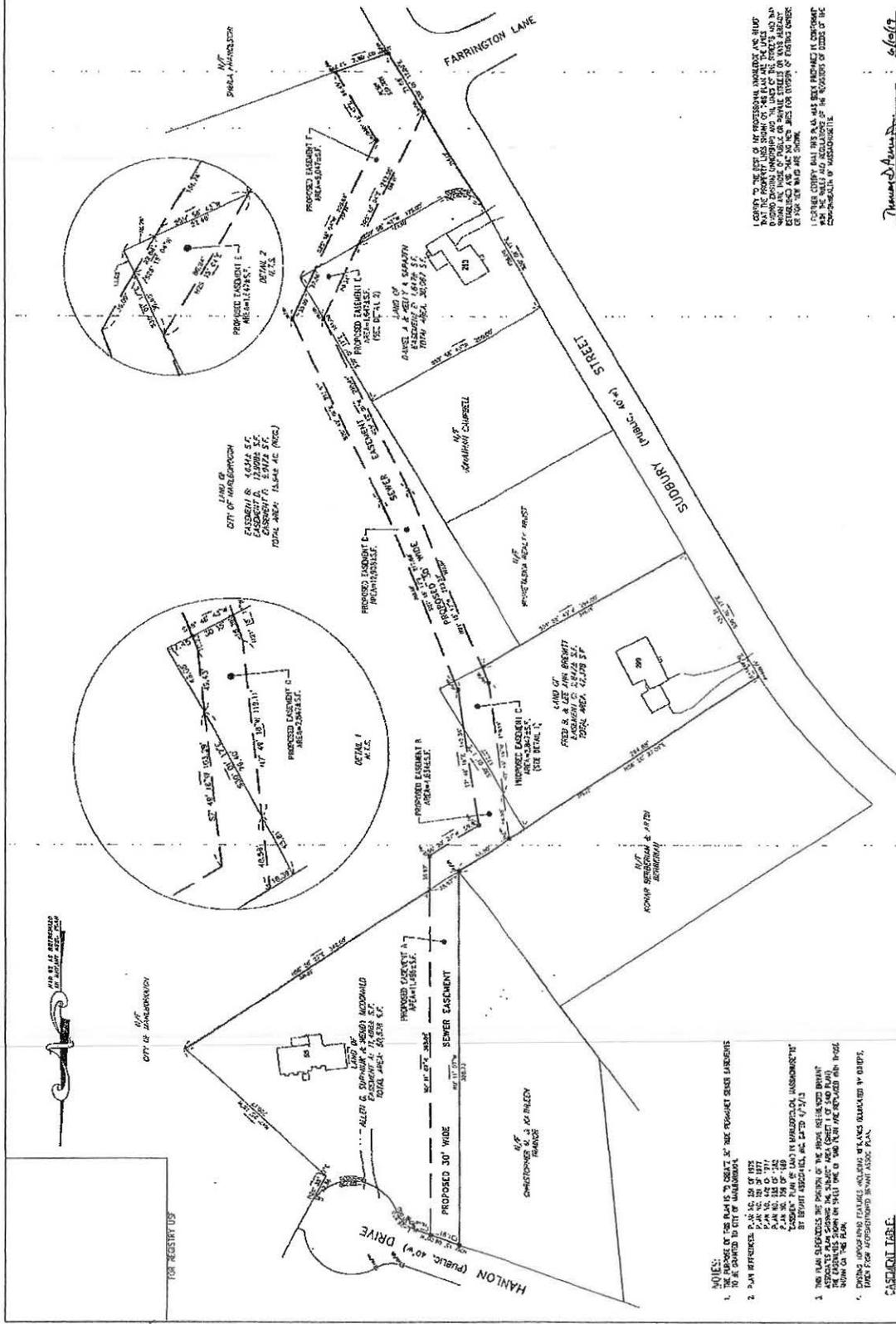
REVISIONS

No.	Desc.	Date

Drawn by: \_\_\_\_\_  
 Checked by: \_\_\_\_\_  
 Approved by: \_\_\_\_\_

**EASEMENT PLAN  
 OF LAND IN  
 MARLBOROUGH, MA**  
 PREPARED BY CITY OF MARLBOROUGH  
 DEPARTMENT OF PUBLIC WORKS  
 ENGINEERING DIVISION

Project No.: 2019-01  
 Date: 6-10-19  
 Scale: 1" = 50'



LEGEND:  
 1" = 50' SCALE  
 0 50 100 150 200  
 SCALE: 1" = 50'

PROFESSIONAL LAND SURVEYOR  
 DATE: 6/10/19

- NOTES:
1. THIS PLAN IS THE PROPERTY OF THE CITY OF MARLBOROUGH. IT IS TO BE USED ONLY FOR THE PURPOSES SPECIFIED HEREIN.
  2. PLAN REFERENCES: P. 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100.
  3. THE PLAN IS SUBJECT TO ALL RECORDS AND INSTRUMENTS ON FILE AT THE REGISTERED LAND OFFICE, MARLBOROUGH, MASSACHUSETTS, AND TO ALL RECORDS AND INSTRUMENTS ON FILE AT THE REGISTERED LAND OFFICE, WORCESTER, MASSACHUSETTS, AND TO ALL RECORDS AND INSTRUMENTS ON FILE AT THE REGISTERED LAND OFFICE, BOSTON, MASSACHUSETTS.
  4. THE PLAN IS SUBJECT TO ALL RECORDS AND INSTRUMENTS ON FILE AT THE REGISTERED LAND OFFICE, MARLBOROUGH, MASSACHUSETTS, AND TO ALL RECORDS AND INSTRUMENTS ON FILE AT THE REGISTERED LAND OFFICE, WORCESTER, MASSACHUSETTS, AND TO ALL RECORDS AND INSTRUMENTS ON FILE AT THE REGISTERED LAND OFFICE, BOSTON, MASSACHUSETTS.
  5. THE PLAN IS SUBJECT TO ALL RECORDS AND INSTRUMENTS ON FILE AT THE REGISTERED LAND OFFICE, MARLBOROUGH, MASSACHUSETTS, AND TO ALL RECORDS AND INSTRUMENTS ON FILE AT THE REGISTERED LAND OFFICE, WORCESTER, MASSACHUSETTS, AND TO ALL RECORDS AND INSTRUMENTS ON FILE AT THE REGISTERED LAND OFFICE, BOSTON, MASSACHUSETTS.

EASEMENT TABLE

EASEMENT	PERMITTEE	TYPE OF EASEMENT	DATE OF ACQUISITION	BOOK	PAGE	RECORDING DATE	RECORDING OFFICE	RECORDING NUMBER	RECORDING DATE
A	ALLEN & SYDNEY A. MCDONALD	PERMANENT EASEMENT	11/06/02	42728	4-2	21	90		
B	CITY OF MARLBOROUGH	PERMANENT EASEMENT	10/14/04	10817	5	11	71		
C	CITY OF MARLBOROUGH	PERMANENT EASEMENT	11/06/02	42728	4-2	21	90		
D	CITY OF MARLBOROUGH	PERMANENT EASEMENT	11/06/02	42728	4-2	21	90		
E	CITY OF MARLBOROUGH	PERMANENT EASEMENT	11/06/02	42728	4-2	21	90		
F	CITY OF MARLBOROUGH	PERMANENT EASEMENT	11/06/02	42728	4-2	21	90		
G	CITY OF MARLBOROUGH	PERMANENT EASEMENT	11/06/02	42728	4-2	21	90		



*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610

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RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 JUL 18  
JASON D. GROSSFIELD  
CITY SOLICITOR

July 18, 2019

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

Re: City Council Order No. 19-1007719: Proposed Easement for Sudbury Street Sewer Project,  
Phase 4 (299 Sudbury Street)

Dear Honorable President Clancy and Councilors:

As requested, enclosed please find an order to accept a Grant of Sewer Easement to the City of Marlborough, along with a copy of the easement and plan, relating to the above-referenced real property. I have reviewed the order and easement and both are in proper legal form.

Mr. DiPersio is available to answer any questions concerning this matter. Please feel free to contact me as well if you have any questions or concerns.

Respectfully,

Jason D. Grossfield  
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor  
John Ghiloni, Commissioner of Public Works  
Thomas DiPersio, Jr., City Engineer

ORDERED:

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity require that the permanent sewer easement shown as "Proposed Easement C", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on a plan entitled "Easement Plan of Land in Marlborough, MA, Prepared By: City of Marlborough Department of Public Works, Engineering Division, 135 Neil Street, Marlborough, MA 01752, Scale: 1" = 50'; Date: June 10, 2019" (the "Plan"), containing 2,847+/- square feet, more or less, according to the Plan, be accepted as a municipal easement as shown on the Plan and as hereinafter described:

DESCRIPTION

The 30'-wide sewer easement shown as "Proposed Easement C", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on the Plan, to be recorded at the Middlesex County South Registry of Deeds. Containing 2,847+/- square feet, more or less, according to the Plan. The easement and Plan are attached hereto.

IT IS THEREFORE ORDERED THAT:

The 30'-wide sewer easement shown as "Proposed Easement C", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on the Plan, containing 2,847+/- square feet, more or less, being portions of the property owned by FRED B. BREWITT and LEE ANN A. BREWITT and described in a deed recorded in the Middlesex South District Registry of Deeds, in Book 11198 Page 484, be accepted as a municipal easement in the City of Marlborough.

ADOPTED

In City Council

Order No. 19-

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:

## GRANT OF SEWER EASEMENT

FRED B. BREWITT and LEE ANN A. BREWITT, of Marlborough, Mass., hereinafter known, collectively, as Grantors, its successors and assigns, in consideration of the payment of One Dollar (\$1.00) and other good and valuable consideration as provided in the covenants herein, receipt and sufficiency of which is hereby acknowledged,

Hereby grant to the CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address at 140 Main Street, Marlborough, MA 01752 in Middlesex County, hereinafter referred to as Grantee, its successors and assigns forever, with quitclaim covenants, an exclusive and perpetual right and easement to operate, construct, maintain, replace, repair, inspect, and improve a sanitary sewer, a system of sewerage, and other appurtenances thereto to consisting of but not limited to pipes, conduits, manholes, vaults and castings on, through, over and under a portion of land located off of Sudbury Street, Marlborough, Middlesex County, Massachusetts and being more particularly described as follows:

### DESCRIPTION

The 30'-wide sewer easement shown as "Proposed Easement C", constituting a portion of the "Proposed 30' Wide Sewer Easement" as shown, more or less, on a plan entitled "Easement Plan of Land in Marlborough, MA, Prepared By: City of Marlborough Department of Public Works, Engineering Division, 135 Neil Street, Marlborough, MA 01752, Scale: 1" = 50'; Date: June 10, 2019" (the "Plan"), said plan to be recorded at the Middlesex County South Registry of Deeds herewith.

Containing 2,847+/- square feet, more or less, according to said plan.

Being portions of the property owned by the Grantor and described in a deed recorded in the Middlesex South District Registry of Deeds, in Book 11198 Page 484.

The above granted rights being more particularly described as the right to lay, inspect, construct, reconstruct, relocate, operate, maintain, alter, renew, replace, add to and remove for a sanitary sewer and system of sewerage the necessary pipes, conduits, manholes, vaults, castings and/or other appurtenances that are or shall be required to install and operate a sewer line, on, over and under the easement area and to do all other acts incidental to the foregoing, including the right to pass and repass over the land of Grantor, its successors and assigns, with people, equipment, supplies for access thereto for all of the above purposes.

And, Grantee shall construct a sewer connection stub and approximately twenty five feet of service piping for connection of the existing house to the new sewer line to be located within the easement.

And, for the same consideration aforesaid, the Grantor does hereby give, grant, transfer and

299 Sudbury St, Marlborough, MA

deliver unto the Grantee and its successors and assigns forever sanitary sewer conduits, manholes, vaults, castings and/or other appurtenances thereto that are now or hereafter constructed or installed in, through, or under the above described land by the Grantor or the Grantor's successors and assigns.

Also granted is the perpetual right and easement at any time and from time to time to clear and keep cleared that portion and areas of the premises wherein the utilities are located, of trees, roots, branches, shrubs, brush, bushes, structures, objects and surfaces as may, in the reasonable opinion of the Grantee, its successors and assigns, interfere with the safe and efficient operation and maintenance of said sanitary sewer and system of sewerage.

The Grantee, for itself, its successors and assigns, further agrees that it will promptly restore the surface disturbed by it in the exercise of the rights herein granted, in a good and workmanlike manner, substantially to the same condition as existed prior to its being disturbed.

Grantor, its successors and assigns may not place any building, shed or other permanent object or encroachment within the easement area which would materially or unreasonably affect and/or interfere with the purpose of the easement.

It is intended that this easement be conveyed by the Grantor to the City of Marlborough. The grant of easement is and shall be binding upon the Grantor, its successors and/or assigns, and inure to the benefit of the Grantee.

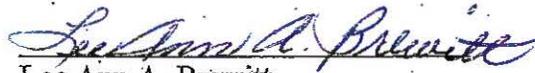
Grantor warrants that it has good title to transfer the same, and that it will defend the same against claims of all persons.

In witness whereof, this Grant of Sewer Easement is executed under seal this 24 day of

JUNE 24, 2019.



Fred B. Brewitt

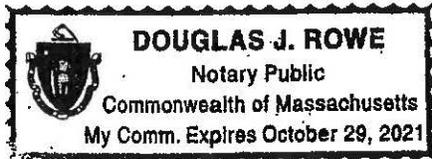


Lee Ann A. Brewitt

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this 24<sup>th</sup> day of JUNE, 2019, before me, the undersigned notary public, personally appeared Fred B. Brewitt, proved to me through satisfactory evidence of identification, which was MASSDRIVERSLIC., to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

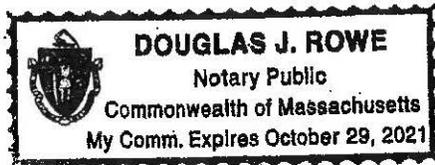


Douglas J. Rowe  
Notary Public:  
My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

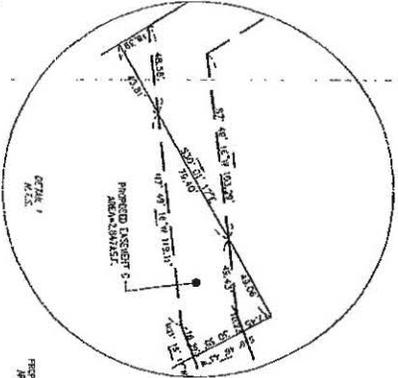
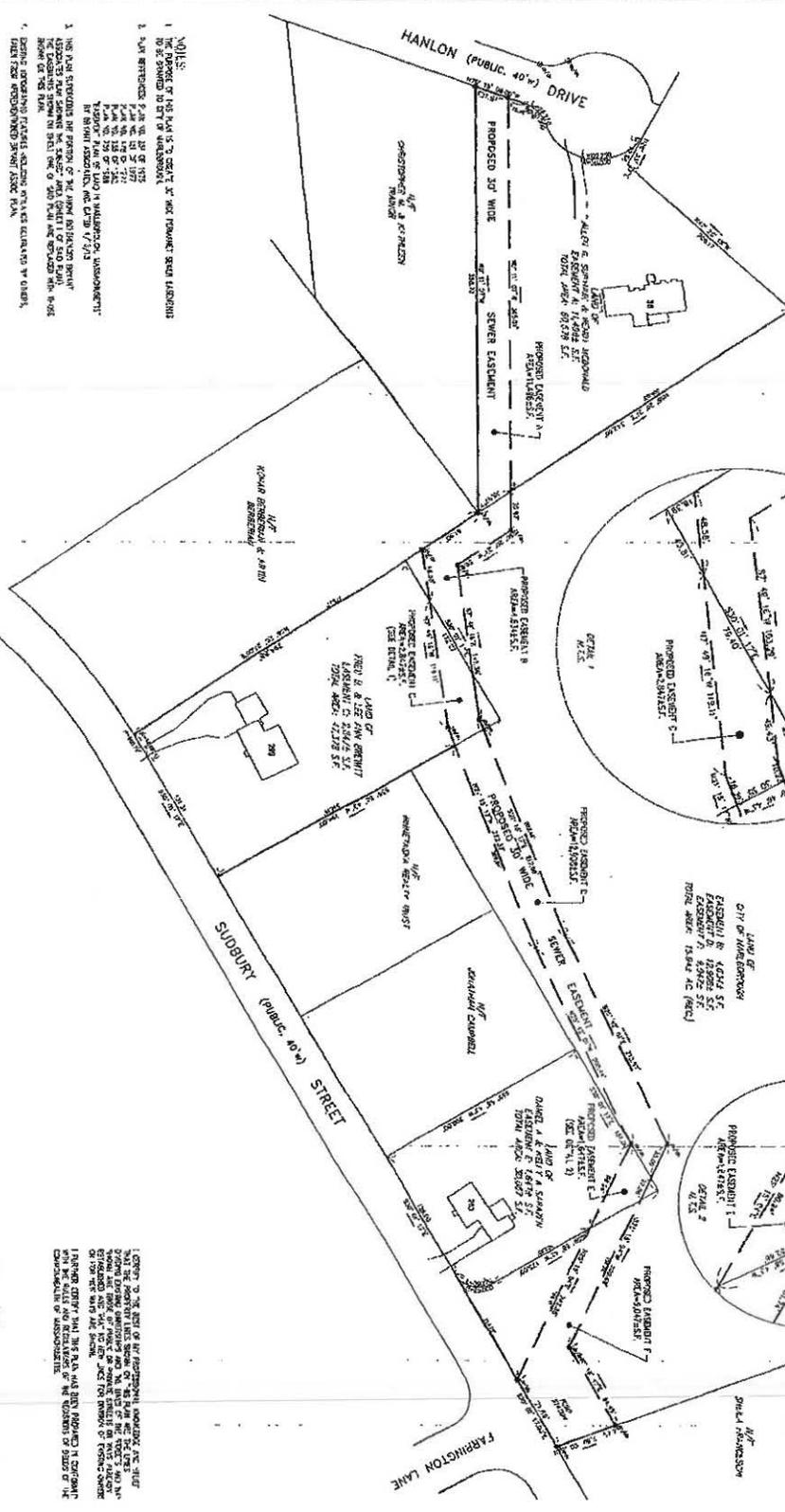
On this 24<sup>th</sup> day of JUNE, 2019, before me, the undersigned notary public, personally appeared Lee Ann A. Brewitt, proved to me through satisfactory evidence of identification, which was MASSDRIVERSLIC., to be the person whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.



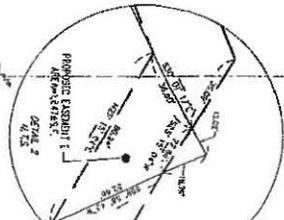
Douglas J. Rowe  
Notary Public:  
My Commission Expires:



CITY OF MARLBOROUGH  
 OFFICE OF THE ENGINEER  
 130 NAIL STREET  
 MARLBOROUGH, MA 01702  
 P. (508) 634-8910  
 F. (508) 634-2699  
 WWW.MARLBOROUGHMA.GOV



CITY OF MARLBOROUGH  
 PARCELS B, C, D & E  
 PARCELS B, C, D & E  
 PARCELS B, C, D & E  
 PARCELS B, C, D & E



**ASBESTOS TABLE**

ASBESTOS	TYPE OF ASBESTOS	LOCATION	DATE	TEST	RESULT	REMARKS
1	...	...	...	...	...	...
2	...	...	...	...	...	...
3	...	...	...	...	...	...
4	...	...	...	...	...	...
5	...	...	...	...	...	...
6	...	...	...	...	...	...
7	...	...	...	...	...	...

**NOTES:**  
 1. THE DRAWING IS THE PROPERTY OF THE ENGINEER AND SHALL BE KEPT IN HIS OFFICE FOR THE PURPOSE OF REFERENCE TO THE ORIGINAL DRAWING.  
 2. THE DRAWING IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN CONSENT OF THE ENGINEER.  
 3. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS NOT BEEN ADVISED OF ANY ASBESTOS CONTAMINATION.  
 4. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS NOT BEEN ADVISED OF ANY ASBESTOS CONTAMINATION.  
 5. THE ENGINEER HAS NOT CONDUCTED A VISUAL INSPECTION OF THE SITE AND HAS NOT BEEN ADVISED OF ANY ASBESTOS CONTAMINATION.

**LEGEND**  
 --- PROPOSED EASEMENT  
 --- EXISTING EASEMENT  
 --- PROPERTY BOUNDARY  
 --- STREET CENTERLINE  
 --- ADJACENT PROPERTY

THOMAS J. HAYES  
 PROFESSIONAL ENGINEER  
 STATE OF MASSACHUSETTS  
 No. 12345  
 DATE: 11/15/19

Project No.	171 2019-01
Date	6-10-19
Scale	1"=50'
Sheet No.	1 of 1

**EASEMENT PLAN OF LAND IN MARLBOROUGH, MA**  
 PREPARED BY CITY OF MARLBOROUGH ENGINEERING DIVISION  
 DATE: 11/15/19

Drawn: [Name]  
 Checked: [Name]  
 Date: [Date]

NO.	DATE	DESCRIPTION
1	11-15-19	ISSUED FOR PERMIT

**CITY OF MARLBOROUGH**  
 ENGINEERING DIVISION  
 130 NAIL STREET  
 MARLBOROUGH, MA 01702  
 P. (508) 634-8910  
 F. (508) 634-2699  
 WWW.MARLBOROUGHMA.GOV

July 5, 2019

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUL 11 A 9 50

City Council  
140 Main Street  
Marlborough, MA 01752

Dear Marlborough City Council,

It has been wonderful for Flying Dreams Brewing Co. to be part of the new growth of downtown Marlborough. We are hoping to make it even better with seating outside of our brewery and taproom on the sidewalk of Rawlins Ave. We will utilize almost the whole sidewalk (leaving 30 inches to the curbstone for passers-by) that abuts the Rawlins Ave side of the Victoria Building located at 277 Main St.

We plan on having 56 seats in a combination of 2-tops and 4-tops as shown in the included diagram, which will be serviced by bartenders/waiters using non-glass cups. We plan to allow customers to bring their dogs to this area.

It is a perfect ambiance to enjoy the weather. It is on the east side of the Victoria building, which means it's always in the shade after noon, and there are healthy shrubbery and shade trees which contribute to a cool and calm outdoor atmosphere.

We are already in the process of amending our Mass Pouring Permit to include the sidewalk, and will not seat or serve customers outside until approved both by the state, and by Marlborough's City Council.

We are looking forward to making Marlborough an even more attractive place for people to frequent and enjoy.

Sincerely,



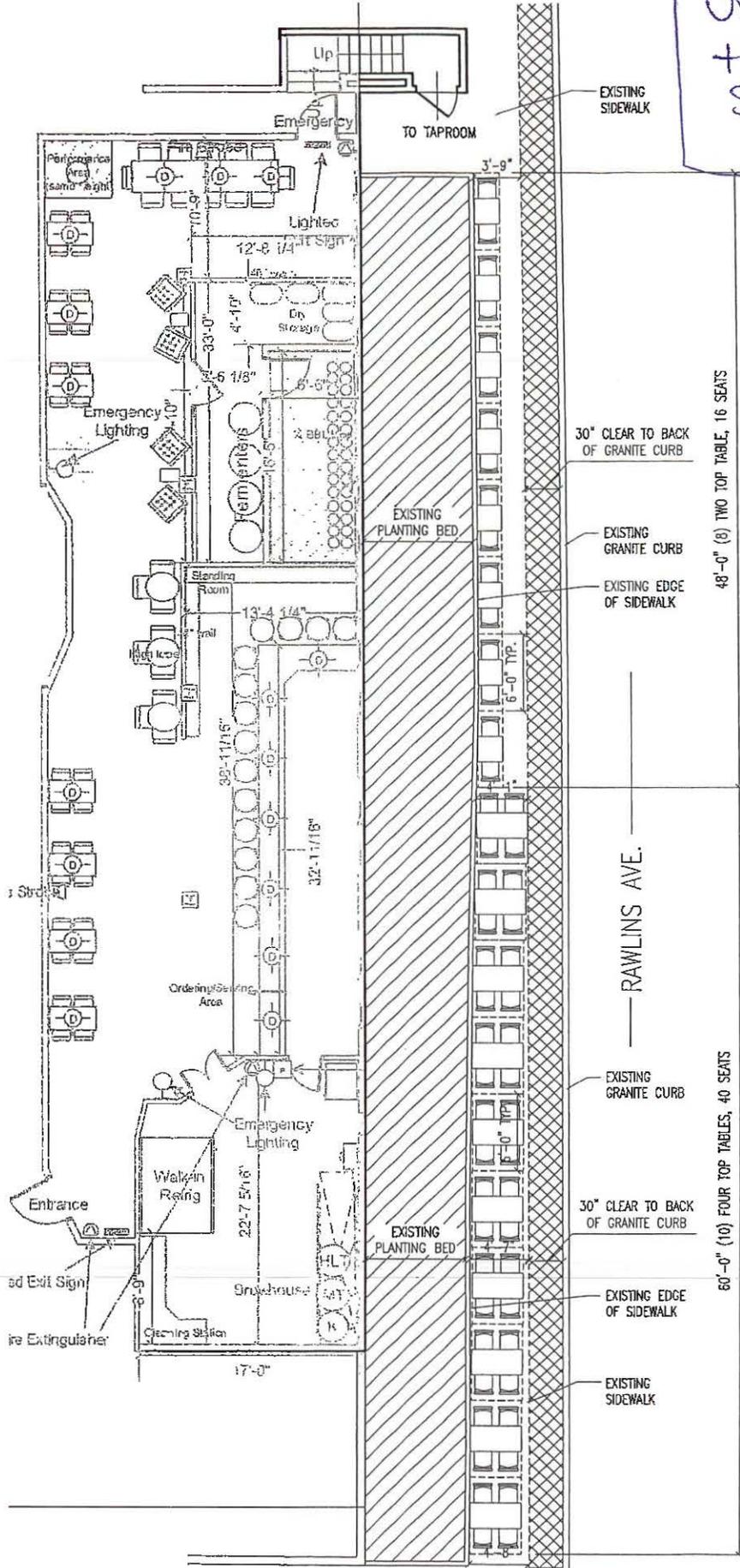
David L. Richardson

Flying Dreams Brewing Co.

277 Main St.

Marlborough, MA 01752

Original  
+ Proposed  
Sidewalk  
 patio



VICTORIA BUILDING  
277 MAIN STREET  
MARLBOROUGH, MA 01752

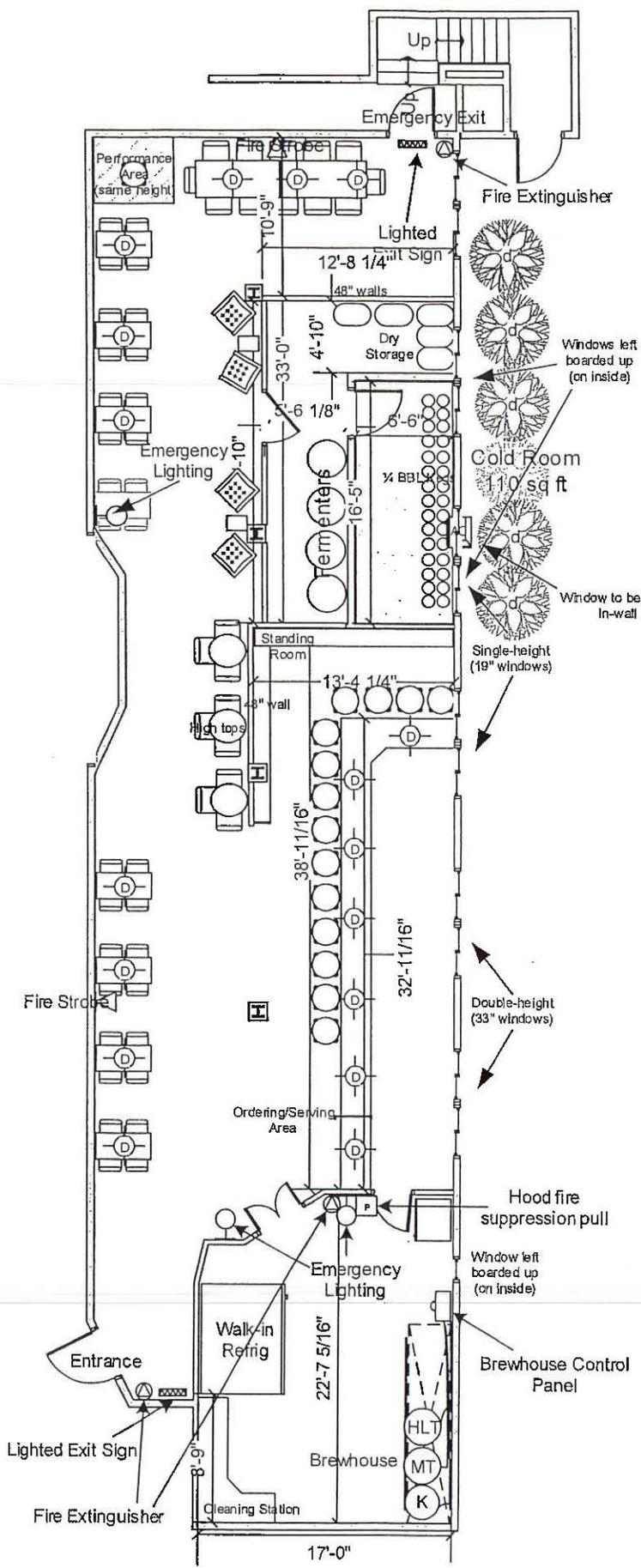
VICTORIA BUILDING SIDEWALK SEATING DIAGRAM  
SCALE: 1/8" = 1'-0"

ISSUE DATE	DESCRIPTION
05/11/09	01 SEATING DIAGRAM

○ SIDEWALK SEATING DIAGRAM  
SCALE: 1/8" = 1'-0"

LEGALUT DESIGN LLC  
112 Boston Road, Concord, MA 01742  
338.227.0229 www.legalutdesign.com

Original Plans



**Flying Dreams  
Brewery Co., LLC  
Taproom**  
Victoria Building  
Marlborough,  
Mass.  
v006j

Scale: 1' = 3/32"

**Seating:**  
Bar: 14  
Front area: 25  
Back area: 32

**Approx. Square Footage**  
Flooring (not including behind the bar or kitchen):  
1,450 sq ft  
1,310 sq ft (- cold room)  
955 sq ft (front only)  
Ceiling tiles (2x2) (not including kitchen):  
1,550 sq ft  
1,410 sq ft (- cold room)  
1,055 (front only)  
Kitchen area: 390 sq ft  
Behind bar: 100 sq ft

Law Office of Michael J. Norris

171 Locke Drive, Ste. 108  
Marlborough, MA 01752  
Telephone: (508) 624-7733  
Facsimile: (508) 229-2600

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 JUL 11 P 12:27

Michael J. Norris  
mnorris@mjnattorney.com

July 8, 2019

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

**Re: Rezoning of 269 Mechanic Street  
Assessors Map 56-125**

Dear Edward Clancy, President,

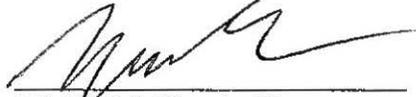
Renato Fontes has entered into a Purchase and Sales Agreement with the current owner of the above property, Carmi Greb, LLC. Renato Fontes is seeking to petition the City Council to rezone the portion of land off 269 Mechanic Street as identified on Assessor's Map 56, Parcel 125. This parcel is currently zoned Limited Industrial. The portion of the property that runs from Mechanic Street to the rear portion of the property is currently zoned Residential B. The petitioner seeks to rezone the portion of the property zoned Limited Industrial to Residential B. This would make the entire parcel zoned Residential B. This property is contiguous with other properties on Mechanics Street which are zoned Residential B. This will maintain a consistent use pattern for the subject area. We would suggest the following language for the zoning amendment to read as follows:

That rear land at 269 Mechanic Street currently owned by Carmi Greb, LLC on Assessors map 56, parcel 125 presently zoned Limited Industrial be rezoned as Residential B as it is contiguous to the Assessors map 56, parcels 131, 130, 129, 128, 127, and 123, that are all currently zoned Residential B.

The change in zoning will allow Renato Fontes to seek a special permit from the City Council to change the use of the property and to develop residential condominiums.

Thank you for your consideration and assistance with this rezoning effort. We look forward to this matter being placed on the July 2019 City Council agenda and remain available to provide and present support for this rezoning effort.

Very truly yours,

A handwritten signature in black ink, appearing to read "Michael J. Norris", written over a horizontal line.

Michael J. Norris, Esq.

MJN/clr

cc: Renato Fontes  
Carmi Greb, LLC



Carmi Greb LLC  
P.O. Box 2664  
Framingham, MA 01703

Michael J. Norris, Esq.  
171 Locke Drive  
Marlborough, MA 01752

July 10, 2019

RE: 269 Mechanic Street, Marlborough, MA  
Change of Zoning

Dear Attorney Norris:

Please consider this correspondence to be authorization by the owner of 269 Mechanic Street, Marlborough, Massachusetts, for Renato Fontes to petition the City Council of Marlborough to rezone a portion of 269 Mechanic Street, identified on Assessor's Map 56, Parcel 125 from Limited Industrial to Residential B.

Carmi Greb, LLC



By: Ilan Carmi, Manager



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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 JUL 15 P 1:40

CITY OF MARLBOROUGH  
*Office of the City Council*  
140 Main Street  
Marlborough, Massachusetts 01752  
(508) 460-3711 TDD (508) 460-3610

**AGREEMENT TO EXTEND  
TIME LIMITATIONS**

Order No.19-1007571 (X 18/19-1007135B)

Application for Special Permit from Attorney Brian Falk, on behalf of Vincenza Sambataro, to construct a Mixed Use Development in the Marlborough Village District consisting of both residential and commercial space at 161-175 Main Street

The decision of the special permit granting authority shall be made within ninety days following the date of such public hearing. The required time limits for a public hearing and said action may be extended by written agreement between the petitioner and the special permit granting authority. A copy of such agreement shall be filed in the office of the City Clerk.

Pursuant to Mass. General Laws, c.40A, s.9, as amended, the required time limits for action by the Marlborough City Council, as it is the special permit granting authority in the above referenced matter, is hereby extended, by agreement, until 10:00 p.m. on September 24, 2019.

By: \_\_\_\_\_  
Edward J. Clancy, City Council President

acting on behalf of, and at the direction of,  
the special permit granting authority:  
**Marlborough City Council**

By: \_\_\_\_\_

For Petitioner

*Brian A. Falk, Esq*  
*Attorney for Vincenza Sambataro*

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

June 12, 2019

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 JUL 12 P 12: 18

To the City Clerk Office  
of the City of Marlborough, Massachusetts

**MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.**

request permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary to be owned and used in common by your petitioners, in the following public way or ways:

**Hayes Memorial Drive Pole 8-5**

**National Grid request to install new Pole 8-5 to serve new customer at 150 Hayes Memorial**

Wherefore they pray that after due notice and hearing as provided by law, it be granted joint or identical locations for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked: **MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.**

Plan No. 27563578 Dated: 6/5/2019

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

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

**MASSACHUSETTS ELECTRIC COMPANY**

By: Rob Leonida *RL*  
Manager of Distribution Design

**VERIZON NEW ENGLAND, INC.**

By: Ally E. Doolittle  
Manager, R.O.W.

**ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS**

June 12, 2019

By the City Clerk Office  
of the City of Marlborough, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED:  
**that MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.** be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the  
**12th day of June, 2019**

All construction under this order shall be in accordance with the following conditions:-

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked--

Plan No. **27563578** Dated: **6/5/2019** filed with this order.

There may attached to said **MASSACHUSETTS ELECTRIC COMPANY** not to exceed twenty wires and by said **VERIZON NEW ENGLAND, INC.** not to exceed forty wires and four aerial cables, and all of said wires and cables shall be placed at a height of not less than eighteen feet from the ground.

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

**Hayes Memorial Drive Pole 8-5**  
**National Grid request to install new Pole 8-5 to serve new customer at 150 Hayes Memorial**

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

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Marlborough, Massachusetts held on the \_\_\_\_\_ day of \_\_\_\_\_ 2019

\_\_\_\_\_  
Clerk of Council

Received and entered in the records of location orders of the City of Marlborough, Massachusetts

Book: \_\_\_\_\_ Page: \_\_\_\_\_

\_\_\_\_\_  
City Clerk

We hereby certify that on \_\_\_\_\_ 2019 at \_\_\_\_\_ o'clock, \_\_\_\_\_ M.  
at \_\_\_\_\_ a public hearing was held on the petition of the

**MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.**

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Council of the City of

Marlborough, Massachusetts

**CERTIFICATE**

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the City Council of the City of Marlborough, Massachusetts, on the \_\_\_\_\_ day of \_\_\_\_\_ 2019 recorded with the records of location orders of said City, Book \_\_\_\_\_, Page \_\_\_\_\_.

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

Attest: \_\_\_\_\_  
City Clerk



# 0 foot Abutters List Report

Marlborough, MA  
June 10, 2019

MARLBOROUGH ASSESSORS

*Anthony C. Amadio*  
*William K. Silverstein*  
*David M. De*

*Direct + Across*

**Subject Property:**

Parcel Number: 110-10  
CAMA Number: 110-10  
Property Address: 111 HAYES MEMORIAL DR

Mailing Address: OLSON MICHAEL E TR  
2 OLIVER STREET 10TH FLOOR  
BOSTON, MA 02109

**Abutters:**

Parcel Number: 110-10  
CAMA Number: 110-10  
Property Address: 111 HAYES MEMORIAL DR

Mailing Address: OLSON MICHAEL E TR  
2 OLIVER STREET 10TH FLOOR  
BOSTON, MA 02109

Parcel Number: 110-12  
CAMA Number: 110-12  
Property Address: 102 HAYES MEMORIAL DR

Mailing Address: AIR PRODUCTS  
7201 HAMILTON BLVD  
ALLENTOWN, PA 18105

Parcel Number: 110-5A  
CAMA Number: 110-5A  
Property Address: 85 HAYES MEMORIAL DR

Mailing Address: ZEBIAN SAMIR A  
85 HAYES MEMORIAL DR C/O DIAMOND  
MACHINE TECHNOLOGY  
MARLBOROUGH, MA 01752

Parcel Number: 99-3  
CAMA Number: 99-3  
Property Address: 0 HAYES MEMORIAL DR

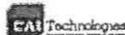
Mailing Address: GUTIERREZ ARTURO J TR  
200 WHEELER RD  
BURLINGTON, MA 01803

Parcel Number: 99-4  
CAMA Number: 99-4  
Property Address: HAYES MEMORIAL DR

Mailing Address: HAYES G LLC  
28 STATE ST 19TH FL  
BOSTON, MA 02109

Parcel Number: 99-5  
CAMA Number: 99-5  
Property Address: 208 HAYES MEMORIAL DR

Mailing Address: ROMANO SCHOOL BUS SERVICE INC  
P O BOX 52427  
ATLANTA, GA 30355



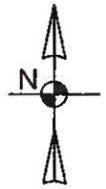
www.cai-tech.com

6/10/2019

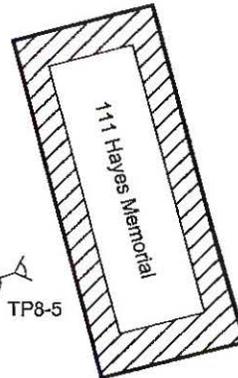
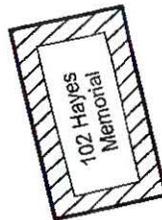
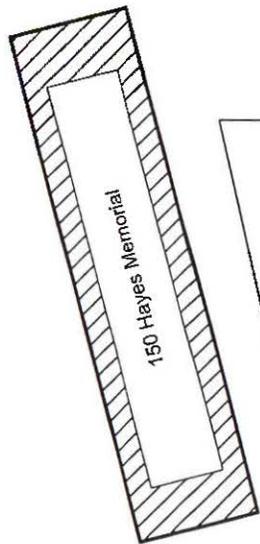
Data shown on this report is provided for planning and informational purposes only. The municipality and CAI Technologies are not responsible for any use for other purposes or misuse or misrepresentation of this report.

Page 1 of 1

Exhibit A not to scale. The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.



## National Grid to install new pole 8-5 to serve new customer at 150 Hayes Memorial



### JOINT OWNED POLE PETITION

**nationalgrid**

And

**Verizon New England, Inc.**

- Proposed NGRID Pole Locations
- Existing NGRID Pole Locations
- Proposed J.O. Pole Locations
- Existing J.O. Pole Locations
- Existing Telephone Co. Pole Locations
- Existing NGRID Pole Location To Be Made J.O.
- Existing Pole Locations To Be Removed

Date: 6-5-19

Plan Number: 27563578

To Accompany Petition Dated:

To The: City Of Marlborough

For Proposed: JO Pole: 8-5 Location: Hayes Memorial Dr

Date Of Original Grant:

DISTANCES ARE APPROXIMATE

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

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUN 17 P 2:28

Re: Home Office & Contractor Yards 6/3/19

Honorable President Clancy and Councilors,

We are writing to personally say "Thank You" to the City Councilors who were brave enough to speak out at the end of the above referenced Public Hearing and refused to vote for the zoning amendment.

Thank You for listening to our voices and being sympathetic to the many "Hardships" that these changes will create. It was clear to see who worked hard to ensure that the residents were treated fairly.

Those that spoke in favor of these Zoning changes showed some great photos and passionately spoke about the need for the new regulations, but "Why Now"? Issues created by contractors working from their homes (Home Offices) can be controlled by the Anti blight; Nuisance Order No.04-1004168. The definitions needed by the Building Commissioner for "home office" and "landscapers" were adopted in 2003 and signed by Mayor Mauro.

Does it seem fair to punish ALL home office related contractors for the action of a FEW? It's sad that this proposed zoning amendment has not been better advertised. There are scores of service related contractors that reside in Marlboro that are not yet aware of these proposed regulations. Even sadder is that there are not sufficient approved areas in Marlboro for them to park. The saddest revelation is that Councillor Delano admitted that He doesn't care about the many citizens who expressed their concerns that evening. He cares only about the 40,000 other residents. After watching his persona and lack of decorum during the last six months We not at all surprised.

Also, the requirements proposed for Landscape/Contractor Yards need be modified. Specifically:

- A. Outside storage is necessary to most businesses.
- B. Impervious surfaces need to be addressed, repressed asphalt Should be acceptable.
- C. The addition of an abutting residence to an LI or CA parcel as written will deflate the properties value.

Remember what was eloquently stated at the public hearing on 6/3/19.

What's right is right...and

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

What's wrong is wrong...

Please don't be Bullied and have your vote whipped into "yea" ~~yes~~ **2019 JUN 17 @ 2:28** yourself if the demands of this proposal will cause a financial hardship to our local hardworking contractors.

Remember—This is not a fight to win, this is a fight to resolve!!  
If it cannot be resolved Vote "NO"

Thank You,



Paul M. Della  
Liam Della

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
I am opposed to the city of Marlborough's proposed zoning amendment to chapter 650, 5, 17, and 18 - home office and contractor/landscape contractor storage yards.

2019 JUN 11 P 2:28  
Name David Smith Address 56 Sunshine Dr Date June 14<sup>th</sup>/19  
Name Andrea Fitzpatrick Address 7 Walnut St Date June 14/19  
Name Reed LaGrande Address 458 Farm Rd Date 6/14/19  
Name Jill Johnson Address 27 Stetson Drive Date 6/14/2019  
Name Jamelle Brown Address 64 Country Lane Date 6/14/2019  
Name Sueedy Rieck Address 37 Totterbury St Date 6/14/19  
Name PAUL GIARDINA Address 175 SHERWOOD DR. S. Date 6/14/19  
Name DAVE VERON  
Name THE VERON COMPANY Address 112 FOREST STREET Date 6/14/19  
Name Linda Caruso Address 16 Shelly Ln. Date 6/14/19  
Name \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_  
Name Sara Hamill Address 655 Farm Rd Date 6/14/19  
Name Jayne J. Kenner Address 23 Shawmut Ave Date 6/14/19  
Name Rich Bourgeois Address 108 ESSEX ST Date 6/14/19  
Name Audaberg Address 108 ESSEX ST Date 6/14/19  
Name Carol Bajor Address 420 Hamenway St Apt. 272 Date 6/14/19  
Name Greta Reinhold Address 61 Royce Rd Date 6/14/19  
Name Nary Bennett Address 42 Old Charter Rd Date 6/14/19  
Name Lisa Trumetta Address 114 Navgler Ave Date 6/14/19  
Name Thomas Lynch Address 124 Prospect St. Date 6/14/19  
Name Beth Taylor Address 14 Shawmut Ave Date 6/15/19

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF BOSTON

I am opposed to the City of Boston's proposed zoning amendment to chapter 650, 5, 17, and 18 - home office and contractor/landscape contractor storage yards.

2019 JUN 17 P 2:28

Name	<u>SU MO Hayward</u>	Address	<u>97 AOSNES ST</u>	Date	<u>06-15-19</u>
Name	<u>Touu'fort</u>	Address	<u>36 Bolton St.</u>	Date	<u>6/15/19</u>
Name	<u>Paul Bano</u>	Address	<u>104 Farm Rd</u>	Date	<u>6/18/19</u>
Name	<u>Jeremy LeBlac</u>	Address	<u>118 Farm Rd</u>	Date	<u>6/18/19</u>
Name	<u>Dianne DiMatteo</u>	Address	<u>169 South St</u>	Date	<u>6/15/19</u>
Name	<u>Brittany DiMatteo</u>	Address	<u>169 South St</u>	Date	<u>6/15/19</u>
Name	<u>Richard I. Ward</u>	Address	<u>43 PHEASANT HILL RD</u>	Date	<u>6-15-19</u>
Name	<u>Anna [unclear]</u>	Address	<u>721 Farm Rd</u>	Date	<u>6-15-19</u>
Name	<u>[unclear]</u>	Address	<u>218 Northhampton ST</u>	Date	<u>06/15/19</u>
Name	<u>Trigo Malvar</u>	Address	<u>298 MECHANICS ST</u>	Date	<u>06/15/19</u>
Name	<u>Roberto Furtado</u>	Address	<u>35 BARKWOOD CV</u>	Date	<u>06/15/19</u>
Name	<u>Vadosb</u>	Address	<u>750 FARM RD</u>	Date	<u>06/15/19</u>
Name	<u>LENICE AMOJO</u>	Address	<u>128 BROOKHILL AVE</u>	Date	<u>06/17/19</u>
Name	<u>Marcio Viana</u>	Address	<u>259 BOSTON POST RD</u>	Date	<u>06/17/19</u>
Name	<u>ANTONIO LEMER</u>	Address	<u>497 BOSTON POST RD</u>	Date	<u>06/17/19</u>
Name	<u>Angelo Cruz</u>	Address	<u>21 Helen Dr.</u>	Date	<u>06/17/19</u>
Name	<u>Matthew Cruz</u>	Address	<u>204 Essex St</u>	Date	<u>06/17/19</u>
Name	<u>[unclear]</u>	Address	<u>46 Belvidere Av</u>	Date	<u>6/17/19</u>
Name	<u>[unclear]</u>	Address	<u>206 BOLSON ST</u>	Date	<u>6/17/19</u>
Name	<u>Gammita DiMatteo</u>	Address	<u>169 South St.</u>	Date	<u>6/17/19</u>

RECEIVED  
CITY CLERK'S OFFICE

I am opposed to the city of Marlborough's proposed zoning amendment to chapter 650, 5, 17, and 18 - home office and contractor/landscape contractor storage yards.

2019 JUN 17 P 2:28

Name	Thomas Murphy	Address	36 6' m ALLEY RD	Date	JUNE 14
Name	Laura Adams	Address	5 Country Lane	Date	June 14
Name	Kristoffer Anderson	Address	212 Lerb St	Date	15 Jun 19
Name	Michael Dyre	Address	145 Plum Street	Date	15 JUN 19
Name	Peter B. Lanini	Address	28 Bellevue Ave	Date	16 June 19
Name	Kat G /	Address	142 Wilson St.	Date	6/16/19
Name	Mark Murphy	Address	238 Berlin Rd.	Date	6/16/19
Name	Laura Beane	Address	90 Rice St	Date	6/16/19
Name	Thay Beane	Address	427 Sudbury St	Date	6/16/19
Name	Maryann Maw	Address	130 Cook Lane	Date	6-17-19
Name	Brenda Bushey	Address	28 Berkley St	Date	6-17-19
Name	Edward A Bushey	Address	28 Berkley St.	Date	6-17-19
Name	Sandra Kiendle	Address	676 Farm Rd	Date	6-17-19
Name	Jane A Watson	Address	123 King Grant Rd	Date	6-17-19
Name	Brian R. Hein	Address	26 A Walnut St	Date	6/17/19
Name	FRANK W BENNETT	Address	147 Greenwood St	Date	6/17/19
Name	Mokey Overst	Address	24 Robert Hood Rd	Date	6/17/19
Name	Arianna Harsham Arianna T. Harsham	Address	171 Framingham Rd	Date	6/17/19
Name		Address		Date	
Name		Address		Date	



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

I am opposed to the City of Marlborough's proposed zoning amendment to chapter 650, 5, 17, and 18 - home office and contractor/landscape contractor storage yards.

2019 JUN 17 P 2:28

Name Kelley Barsamian Address 127 Beach St Date 6/16/19

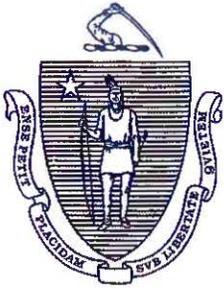
Name Helena Barsamian Address 1 Simmons St Date 6/16/19

Name Leon S. Barsamian Address 1 Simmons St Date 6/16/19

Name ANA Barsamian Address 103 main st Date 6/16/19

Name \_\_\_\_\_ Address \_\_\_\_\_ Date \_\_\_\_\_





THE COMMONWEALTH OF MASSACHUSETTS  
 STATE RECLAMATION & MOSQUITO CONTROL BOARD  
**CENTRAL MASSACHUSETTS  
 MOSQUITO CONTROL PROJECT**  
 111 Otis Street, Northborough, MA 01532 - 2414  
 Telephone (508) 393-3055 • Fax (508) 393-8492  
[www.cmmcp.org](http://www.cmmcp.org)



COMMISSION CHAIRMAN  
 RICHARD DAY

EXECUTIVE DIRECTOR  
 TIMOTHY D. DESCHAMPS

June 18, 2019

City of Marlboro  
 Health Department  
 Marlboro, MA 01752

RECEIVED  
 CITY CLERK'S OFFICE  
 CITY OF MARLBORO  
 2019 JUN 21 A 7:19

Central Massachusetts Mosquito Control Project personnel will be in your community to respond to residents' concerns about mosquitoes in their area on the following dates in July:

**July 2, 10, 17, 24, 31**

**Any of the above dates in July are tentative**, and all 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 temperatures become predominant in the 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 at <http://www.cmmcp.org>, click the "2019 Spray Schedule" button on the right.

Requests for service may be recorded by calling the CMMCP office at (508) 393-3055 between 7:00 AM - 3:30 PM, Monday through Friday, or logging on to <http://www.cmmcp.org>. Results of these requests may initiate an application of mosquito insecticides to defined, site-specific areas of town. Such an application may be accomplished by using truck mounted equipment depending on the extent of the application.

Per 333CMR13.03(1)(a): "Wide Area Applications of pesticides and mosquito control applications of pesticides approved by the State Reclamation and Mosquito Control Board shall not 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." For more information please check: <http://www.cmmcp.org> and click the "No Spray Info" button on the right.

Please list this information in the local newspapers and on the local cable access channels if possible. Thank you for your assistance.

Sincerely,

*Timothy D. Deschamps*  
 Executive Director

cc: City/Town Clerk  
 Police Department



*School Committee*  
17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

## Call to Order

June 11, 2019

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 Street, Marlborough, MA. Members present included Mr. McLaughlin, Mrs. Bodin-Hettinger, Mrs. Ryan, and Mr. Geary.

Superintendent Michael Bergeron, Assistant Superintendent of Teaching and Learning, Mary Murphy, and Director of Finance and Operations Douglas Dias were also present.

Also, in attendance was Student Representative Timothy Goliger and Administrative Support Christine Martinelli.

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

2. **Pledge of Allegiance:** Chairman Vigeant led the Pledge of Allegiance.

### 3. Presentation

**A. 1,000 Books Before Kindergarten** – Andy Bernabei thanked the ECC Home and School Association and Marlborough Public Library for their help and support for this program. Awards are being presented to the students at the Early Childhood Center who participated and accomplished reading 500 or 1,000 books before Kindergarten. The students receiving 500 Books Certificates are; Alex Finchum, Lillian Parkhurst-Charles, Megan Price, Henrique Souza, Valentina Vitorino and Michael Willett. The students receiving 1,000 Books Before Kindergarten Certificates are; Logan Cato, Logan Hoover, Benjamin Lewitus, Rebecca May, Jacob O'Hearn, Jaxson Oldman, Ayden Place, and Jackson Rigney. The students were called individually, to come up to receive their award from Mr. Bernabei, and after, a group picture was taken with the School Committee.

The Superintendent reminded the parents they could view this presentation video on the MPS website, in the School Committee Meeting of June 11.

[www.mps-edu.org](http://www.mps-edu.org)



# Marlborough Public Schools

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**School Committee**  
17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

**B. MPS Permanent K-12 Art Collection** – Julie Baker, Supervisor of Visual Arts, K-12, gave a brief background about the annual MPS Permanent Art Collection. Every year new pieces of art from each school are selected to become part of the permanent art collection. These images represent the artistic achievements of all the students and art teachers. With permission, from the student and family, the chosen works can be reproduced and exhibited throughout the community. Ms. Baker was joined by other members of the Art Department to acknowledge the students whose art will be part of this collection. As the students came up to receive their gift a display of all the art images were on a screen for viewing. The public can view the full collection on the MPS district website homepage that is separated by tabs for the different schools.

**4. Committee Discussion/Directives: None**

**5. Communications: None**

**6. Superintendents Report**

**Class of 2019**, the Superintendent congratulated the class of 2019, wishing them all good luck after graduation and reminding them that the Marlborough Community is here to support them. He also thanked Timothy Goliger for serving as Student Representative and wished him the best at UMASS Amherst.

**Before and After School Care**, Mr. Bergeron thanked Chris Duane and the Boys and Girls Club staff for meeting with parents to help them prepare for the summer. The Boys and Girls Club did give permission for the Superintendent to ask Kidsborough to run this summer's program, but Kidsborough declined the opportunity. Unfortunately, there will now be no summer care for the week of June 24 – June 28. Mr. Bergeron apologized to parents for any inconvenience this may cause them.

**August School Committee Retreat Day**, August 6 is being proposed as the School Committee retreat date, to further refine the goal around the redistricting effort and continue to build a strong partnership. A new date can be proposed if any members are not available for August 6.

Mrs. Bodin-Hettinger asked if the committee should lock in that date.

[www.mps-edu.org](http://www.mps-edu.org)



# Marlborough Public Schools

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**School Committee**  
17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

**Strategy for Improvement**, the work next year will focus on developing a multi-year strategy that incorporates as much information as possible from the Entry Plan, District Review and other sources of data on student achievement. The leadership team found a framework of strategy that would fit the district's needs. For the link and more information on this go to the MPS website in the School Committee meeting of June 11, Superintendent's Report.

<https://docs.google.com/document/d/1YnkxPtu9gpbqQeOzuwiVDJ-utahRY7YSYhh4YQ21-XM/edit>.

## **A. Director of Student Services Report**

Director of Student Services, Jody O'Brien, shared her report with the School Committee. One item in her report was MPS's focus on increasing independence in skills for all special education students. Part of teaching independence is having the student become active participants in their IEP process and transition planning for post-secondary goals. By regulation, special education students are invited to participate as part of the IEP team. This assists in teaching student self-advocacy skills and encourages students to be active participants. Student Ryan Boyd spoke and presented a demonstration of his own student led IEP. He shared information about himself personally and as a student, along with a video presentation.

Mrs. Bodin-Hettinger asked Ryan how the topics in his presentation and his IEP were developed.

Chairman Vigeant thanked Ryan for coming tonight and wished him a great summer.

## **B. Assistant Superintendent of Teaching & Learning Report**

**K-8 STEM/STEAM Integration Team** - On May 29, the MPS STEAM Integration Team presented key elements for their STEAM Strategic Plan at WPI. They also shared their implementation plan for the next academic year. In addition, several members of the team will be presenting to the Leadership Team on June 13.

[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  
(508) 460-3509

**Marlborough Joint Professional Development Committee** – Earlier this year the committee surveyed all MEA members with over 365 members responding to the survey. A report will be sent out to all the MEA members from the MEA Joint Evaluation Committee. This report can be found in the School Committee packet of June 11, Assistant Superintendent of Teaching & Learning Report.

**Restructuring RTI to Meet All Learners** – Tonight the three elementary principals will give an update on the RTI pilot. Kalliope Pantazopoulos, Kane Elementary, Dr. Robert Skaza, Richer Elementary, and Ron Sanborn, Jaworek Elementary, all spoke to the School Committee about the new program started for Kindergarten. Some of the information shared by them; in December 2018, the principals attended a two-day training on the RTI model, then came back and discussed how it could work in our schools. While using the model, staff was very committed to it, students were excited and engaged and parent feedback was all positive. Now, success using this model has already been seen, and students are being pushed to higher expectations.

This complete presentation can be seen on the MPS website, in the School Committee Meeting of June 11; Assistant Superintendent of Teaching & Learning Report.

Mrs. Bodin-Hettinger had a clarifying question about visualizing exactly what the RTI model is.

Timothy Goliger asked if this was used as a tool for classroom teachers to refer students to service providers and special education.

Mary Murphy added that this type model of instruction deals with the whole child.

Mrs. Bodin-Hettinger questioned the ‘all hands-on deck’ needed for this model, and the time and staff required.

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# Marlborough Public Schools

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**School Committee**  
17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

Superintendent Bergeron added the need to understand that reading is a science and that phonics works. If we can design our instructional strategies around the science instead of other people's philosophies, this is the important thing.

## 7. **Acceptance of Minutes:**

### **A. Minutes of May 28, 2019 School Committee Meeting**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant, to approve the School Committee minutes of May 28, 2019.

Motion passed 5-0-0.

## 8. **Public Participation: None**

## 9. **Action Items/Reports:**

**A. MHS Football Preseason Overnight Trip**, Jeff Rudzinsky, MPS Athletic Director is requesting approval for the MHS football team to attend an overnight, Friday evening, August 23, at the Eagle Hill School in Hardwick, MA. A motion was made by Mrs. Ryan, seconded by Chairman Vigeant, to approve MHS football team to stay overnight, August 23, at the Eagle Hill School.

Motion passed 5-0-0.

**B. Signing of the Collective Bargaining Agreement between the Marlborough School Committee and the Marlborough Paraeducators** – the Collective Bargaining Agreement, July 1, 2018 – June 30, 2021, between the Marlborough School Committee and the Marlborough Paraeducators Association has been updated and signed by the union. MOU is already accepted and signed. No vote is necessary.

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# Marlborough Public Schools

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**School Committee**  
17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

## **C. Acceptance of Donations and Gifts**

**Lifetouch Studios – Picture Day Commission**, donation of \$398.24 to benefit the students of the Early Childhood Center. A motion was made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant, to accept with gratitude the donation from Lifetouch Studios.

Motion passed 5-0-0.

## **10. Reports of School Committee Sub-Committees:**

Mr. Geary will read the warrant and address any questions with Mr. Dias before signing it.

## **11. Members' Forum:**

Mrs. Bodin-Hettinger gave a reminder that she is waiting for everyone's Superintendent evaluation.

Timothy Goliger thanked the School Committee for the opportunity as Student Representative. He went on to share that this experience has given him an understanding of the politics and bureaucracy of education, especially as he enters college and his field of study, education.

Mrs. Bodin-Hettinger thanked Tim for his willingness to share with the committee throughout the year.

Chairman Vigeant congratulated Superintendent Bergeron for his work on graduation day and to all the graduates, congratulations and best of luck.

Superintendent Bergeron thanked all the high school staff for all the hard work and team effort that went into organizing and setting up for the graduation.

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# Marlborough Public Schools

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**School Committee**  
17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

**12. Adjournment:**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 8:17 pm.  
Motion passed 5-0-0.

Respectfully submitted,

Heidi Matthews  
Secretary, Marlborough School Committee

HM/cm

Approved June 25, 2019

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[www.mps-edu.org](http://www.mps-edu.org)

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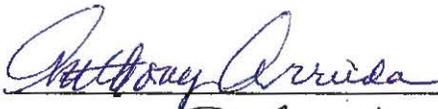
CITY OF MARLBOROUGH BOARD OF ASSESSORS

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

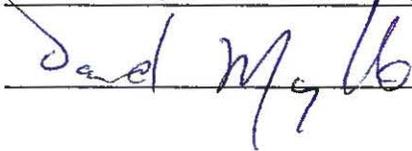
MEETING MINUTES: June 5, 2019

2019 JUL 10 A 9 26

1. CALL TO ORDER: 9:00 am
2. MEMBERS PRESENT: Anthony Arruda, Ellen Silverstein, David Manzello  
Also in attendance: Harald Scheid and Jonathan Frank, Regional Assessors  
Paula Murphy, Head Clerk
3. Mr. Scheid introduced Heather Cheney a new employee of Regional Resources Group who will be working with the Marlborough Assessor's Office.
4. MOTION TO ACCEPT: Minutes of the May 1, 2019 meeting: Mr. Arruda, second Ms. Silverstein  
Vote 2-0  
Abstain 1
5. APPROVE AND SIGN: Excise Tax Abatements 3/29 thru 5/29/19  
Motion to Approve: Mr. Arruda, second Ms. Silverstein  
Vote 3-0
6. DISCUSS AND VOTE: Real Estate Abatement Applications: 126 Goodale St, 373-383 Lincoln St  
Motion to Grant: Mr. Arruda, second Ms. Silverstein  
Vote 3-0
7. MOTION TO CONCLUDE – Mr. Arruda, second Ms. Silverstein  
MEETING Adjourned – 9:45

  
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MARLBOROUGH COMMISSION ON DISABILITIES  
MINUTES FOR MEETING MAY 14, 2019  
MAYOR'S CONFERENCE ROOM 4<sup>TH</sup> FLOOR  
CITY HALL

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUN 26 A 7 15

ATTENDEES: PATRICIA CARLSON, DAVE DOUCETTE,  
DEBRA MCMANUS, JOHN USINAS, CHERYL SOUCY,

MEETING CALLED TO ORDER AT 4:01

MINUTES READ: MOTION TO ACCEPT PASSES 4 TO 0.

TREASURER REPORT: \$4,888.43. MOTION TO ACCEPT  
PASSES 5 TO 0.

OLD BUSINESS

- THE COMMISSION WILL BE INVITED TO THE RACE AMITY DAY ACTIVITIES AT THE LIBRARY ON SUNDAY JUNE 9, 2019.
  - THREE FAMILIES HAVE APPLIED FOR CAMP SCHOLARSHIPS TO DATE.
  - APEX CENTER HAS AN ACCESSIBLE BOWLING LANE BUT IT IS IN A PRIVATE ROOM. THERE IS NO SIGNAGE, AND NOT ALL OF THE STAFF SEEMED TO BE KNOWLEDGEABLE ON THE SUBJECT.
- 
- PATTY WILL SPEAK WITH THEM.

NEW BUSINESS

- THE LOST SHOE HAS OPENED. WE NEED TO GO BY AND CHECK THEIR ACCESSIBILITY.

- COMPLAINTS HAVE BEEN FILLED WITH THE ARCHITECTURAL ACCESS BOARD AGAINST THREE AREA BUSINESSES:

**1) OCEAN STATE JOB LOT-FIRST NOTICE**

HANDICAPPED PARKING ACCESS AISLE OBSTRUCTED BY SHOPPING CART HOLDER & CARTS.

VAN ACCESSIBLE SPACE NOT SIGNED "VAN ACCESSIBLE."

VAN ACCESSIBLE SPACE DOES NOT HAVE REQUIRED LANGUAGE.

**2) 796 BOSTON POST ROAD EAST, HANDICAPPED PARKING SPACES-FIRST NOTICE.**

NO HP PARKING SIGNAGE AT HEAD OF EACH SPACE.

**3) LINGUINES RESTAURANT-FIRST NOTICE**

SIGNAGE AT ONLY 2 ACCESSIBLE SPACES.

VAN ACCESSIBLE SIGN DOES NOT CONTAIN PROPER LANGUAGE.

SPACE AT ENTRANCE IS LESS THAN 5 FT FROM SURFACE OF SPACE.

- 72 HOMER STREET COMPLEX HAS RE-PAINTED THEIR HP PARKING SPACES BUT HAS NOT PUT UP ANY SIGNS.

- COMPLAINTS HAVE BEEN RECEIVED ABOUT THE DOLLAR TREE AT 75 SOUTH BOLTON STREET.

THEY LEAVE EXCESSIVE AMOUNT OF  
INVENTORY BLOCKING THE AISLES INTERFERING  
WITH WHEELCHAIR ACCESS. WE WILL FOLLOW  
UP WITH THIS.

MEETING ADJOURN @ 4:41 PM.

NEXT MEETING WILL BE JUNE 4, 2019 AT 4:00 PM, CITY  
HALL IN THE MAYOR'S CONFERENCE ROOM ON THE  
4<sup>TH</sup> FLOOR.

RESPECTFULLY SUBMITTED,  
DEBRA MCMANUS

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CITY OF MARLBOROUGH  
CONSERVATION COMMISSION

Minutes

June 6, 2019 (Thursday)

Marlborough City Hall – 3<sup>rd</sup> Floor, Memorial Hall  
7:00 PM

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CITY OF MARLBOROUGH

2019 JUL 15 P 3:57

**Present:** Edward Clancy, Dennis Demers, John Skarin, Karin Paquin, and William Dunbar. Also present was Priscilla Ryder-Conservation Officer.

**Absent:** David Williams and Allan White

**Approval of Minutes:** The minutes of May 16, 2019 were reviewed and unanimously approved 5-0.

**Public Hearings:**

Request for Determination of Applicability

215 Maple St. – Fire Station - The City of Marlborough

Dennis Ingham who works for the City Facilities Dept. part time was present. He explained that he was given the Emergency Certificate at the last meeting to replace the emergency generator and remove the underground storage tank behind the Central Fire Station next to a stream and for the removal of the underground storage tank with the oversight of an LSP. The soil from under the tank has been stockpiled and covered until the test results come back and the soil will be shipped out to an appropriate location. The old generator has been removed as well. There is a temporary generator on site at the moment. The new generator is to be installed on June 15<sup>th</sup>. They will need to extend the old pad by 3'. Ms. Ryder noted that erosion controls are in place and everything looks stable. There being no further questions, the hearing was closed. The Commission voted unanimously 5-0 to issue a negative determination with the conditions that were included on the Emergency Certificate.

Request for Determination of Applicability

22 Hutchinson Dr. – Andrew Mercurio, contractor

Mr. Mercurio from ARM Construction and Management Inc. was present representing the owner. He explained that the back yard of 22 Hutchinson Dr. is very wet. He was hired to replace the patio, but found the bricks and house foundation were sitting in standing water. He did a test trench to see if he could draw the water away from the foundation, it seemed to work. He is proposing to add some stone trenches with perforated pipes to help drain the water away from the foundation and from under the patio to dry out the area around the house and the yard. Because the grades are flat, he must run it to the edge of the yard that abuts wetlands, so he contacted Ms. Ryder and was instructed to file for a permit

for this work. He marked up the original as-built plan to show the drainage locations. Mr. Demers noted that the perforated pipe should have stone around them as described, but should also have a layer of filter fabric around that to prevent the stone from clogging. Mr. Mercurio said he would do that. He will dig 3 ½ ft. down and fill with 3 1/3" stone and filter fabric then cover with top soil and reseed.

Ms. Ryder noted that she had pointed out to both Mr. Mercurio and the homeowner the wetland replication area which has been filled with leaves and branches by the previous owner. This area need to be cleaned out to restore that wetland and also allow the water draining from under the roadway to flow more freely. This could also help with the yard wetness too, by allowing the water to pass through at a lower elevation. After some discussion, the hearing was closed, and the Commission voted unanimously 5-0 to issue a negative determination with conditions about the trench design, and the need for the wetland replication area to be cleaned out of all yard waste, in addition to standard conditions.

#### **Certificates of Compliance:**

- DEP 212-964 226-238 Berlin Rd. - Berlin Farms Subdivision – full Certificate of Compliance. Ms. Ryder noted that the lawyers have provided information to the DPW for roadway acceptance, however the detention basin is very overgrown with brush and shrubs. Ms. Ryder recommended that a full Certificate of Compliance be issued, but to hold it until the detention basin cleaning has occurred to the DPW satisfaction. The Commission voted unanimously 5-0 to issue a full Certificate of Compliance for this subdivision and to hold it until the detention basin has been addressed.

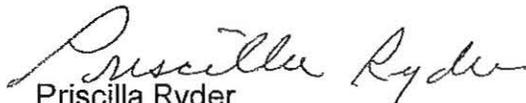
#### **Correspondence/Other Business**

- Letter from University of Mass. Amherst, Dated: May 15, 2019 RE: Cost of Community service analyses – address questions about the fiscal impacts of open space. Mr. Clancy noted that he had reviewed this document and it has good information on how to compare and evaluate taxes coming in from a property and expenses going out for “community services provided” to evaluate benefits to the community and value of open space.
- 69 Collins Dr. – violation notice - Ms. Ryder noted that the owners had removed a bunch of trees and shrubs and placed all the wood chips into the wetland. The Violation notice requires these to be removed and the area restored as outlined.

- The Commission reviewed the notice and some photos and voted unanimously 5-0 to ratify this violation notice.
- 85 Dufresne Dr. - Ms. Ryder noted she has received an e-mail from Brian Hassett of Guerriere & Halnon Inc. regarding some tree removal and grading changes to the left (north) of the garage. The Commission noted that this is not minor and a full amendment to the Order of Conditions should be formally requested to allow this change. Ms. Ryder will convey.
- Rte. 20 MassDOT - Mr. Demers asked if anyone had notified the Commission about work around Lake Williams. Silt sacks in the roadway were observed this evening as if work was anticipated. Ms. Ryder has heard nothing on this and will inquire to Engineering in the morning.

**Adjournment** - There being no further business, the meeting was adjourned at 7:43 PM (in time to watch the Boston Bruins playoff game)

Respectfully submitted,

  
Priscilla Ryder  
Conservation Officer. *RS*

MINUTES  
 MARLBOROUGH PLANNING BOARD  
 MARLBOROUGH, MA 01752

RECEIVED  
 CITY CLERK'S OFFICE  
 CITY OF MARLBOROUGH

May 20, 2019

Call to Order

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Barbara Fenby, Phil Hodge, Sean Fay, Chris Russ and Matthew Elder. (In Mr. LaVenture's absence, Mr. Fay will serve as Clerk.) Planning Board Administrator, Krista Holmi, was also in attendance.

1. Meeting Minutes

A. May 06, 2019

On a motion by Mr. Fay, seconded by Mr. Elder, the Board voted to approve the meeting minutes of May 06, 2019. Motion carried.

2. Chair's Business

- A. Set Public Hearing Date: Council Order 19-1007673 – Proposed Zoning Amendment to Section 650-12 Nonconforming uses. Brian Falk, Mirick O'Connell on behalf of David Skarin. The Board selected June 17, 2019 at 7:00 pm for the hearing. Ms. Fenby will be away. Mr. Fay will be prepared to serve as chair for the meeting.
- B. Retirement Wishes to Solicitor Rider  
 Ms. Fenby expressed her appreciation to Solicitor Rider and extended her good wishes on his retirement. Chair Fenby requested that Ms. Holmi invite Solicitor Rider's successor, Jason Grossfield, to the next meeting on June 3.

3. Approval Not Required (none)

4. Public Hearings (none)

5. Subdivision Progress Reports (Updates and Discussion) (none)

6. Preliminary/Open Space /Limited Development Subdivision Submissions / Updates (none)

7. Definitive Subdivision Submissions / Updates (none)

8. Signs (none)

9. Informal Discussion (none)

10. Unfinished Business (none)

11. Calendar Updates

- A. June 17, 2019, 7:00 pm Memorial Hall, Public Hearing on Council Order 19-1007673 – Proposed Zoning Amendment to Section 650-12 Nonconforming uses.

12. Public Notices of other Cities & Towns

A. City of Framingham – 1 Notice

On a motion by Mr. Fay, seconded by Mr. Russ, the Board voted to accept and file the correspondence. Motion carried.

On a motion by Mr. Elder, seconded by Mr. Russ, the Board voted to adjourn the meeting of the Planning Board. Motion carried.

Respectfully submitted,



Sean Fay/ Acting Clerk

/kih

Call to Order

June 03, 2019

2019 JUN 18 A 10:56

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Barbara Fenby, Philip Hodge, George LaVenture, Chris Russ and Matthew Elder. Mr. Fay absent. City Engineer, Thomas DiPersio, City Solicitor, Jason Grossfield, and Planning Board Administrator, Krista Holmi, were also present.

**1. Meeting Minutes**

A. May 20, 2019

On a motion by Mr. Russ, seconded by Mr. Elder, the Board voted to approve and file the meeting minutes of May 20, 2019. Mr. LaVenture abstained. Motion carried.

**2. Chair's Business**

- A. Jason Grossfield - Introduction to new City Solicitor and transitional discussion. Solicitor Grossfield introduced himself and shared a bit of his background. In his most recent position, Mr. Grossfield was Assistant City Solicitor in Somerville. Prior to that, he held a position at a Worcester firm where he also dealt with municipal cases. Former Solicitor Rider has been extremely helpful bringing Mr. Grossfield up to speed, and he will continue to assist as necessary to ensure a smooth transition. The Board welcomed Mr. Grossfield and shared thoughts on Planning Board-related issues requiring Legal collaboration.

Ms. Fenby recounted the Board's efforts in support of a Home Rule Petition to provide a mechanism to accept roadways in the City. Numerous subdivision roads remain private for various reasons, and the Home Rule Petition, if adopted, could facilitate the acceptance process. City Engineer DiPersio explained that accepting these roadways as public ways increases the City's Chapter 90 allocation. Chapter 90 funds are state allocations for capital improvements such as roadway construction, preservation and improvement projects.

Recent sign ordinance cases before the Board demonstrate that reworking certain sections of the ordinance is necessary. Mr. Elder explained that one current regulation prohibits the use of two colors to signify regular and diesel fuel pricing. The ordinance also does not allow for the use of contemporary point of sale transactional screens or price displays on pumps without requesting variances from the Board.

Code Enforcement Officer Wilderman was also present with Building Commissioner Cooke. Ms. Wilderman mentioned that the Supreme Court decision on off premises signs has affected the enforcement of current sign regulations.

Ms. Fenby also shared that in the past two years, there has been a proliferation of proposed zoning amendments before the Board. Many proposed amendments have been introduced by developers. These zoning amendments are a departure from the typical workload of the Board, whose work previously centered on subdivision control. Legal advice is often necessary to assist in interpretation of the amendments and to ensure that the City's and public interests are being served.

**3. Approval Not Required (None)**

**4. Public Hearings**

- A. Communication from Solicitor Grossfield – Proposed Zoning Amendment – Home Office and Contractor/Landscape Contractor Storage yards. Changes to Zoning Amendment to clarify some language pertaining to "home offices". On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to accept and file the correspondence. Motion carried.

As time allowed prior to the joint public hearing, (Item 4B) Building Commissioner, Jeff Cooke, and Code Enforcement Officer Wilderman remained to answer any questions on the proposed zoning amendment. Mr. LaVenture questioned item (h) on page 3 of the proposed ordinance. *A home office shall not store excessive quantities of flammable, combustible or dangerous substances...* Mr. Cooke explained that applicable codes referenced in the section provide further clarity on allowances and regulations. (Building and Fire codes provide the basis for regulation.) Mr. LaVenture also asked for the significance of the January 27, 1969 date in establishing the "Grandfathering" date for legal pre-existing non-conforming uses or structures. Mr. Cooke and Ms. Wilderman explained that in 1969, there were significant changes made to the Marlborough Zoning Code. This date was used as the baseline for grandfathering. Mr. LaVenture asked for the definition of expansion or alteration of any legal pre-existing nonconforming use as described in the grandfathering section. Mr. Cooke stated that an alteration could be a change to the building such as an expansion or a change to the surface of the lot.

Mr. Russ commented that many storage yards may be operated by tenants and not owners. Who is the responsible party? Ms. Wilderman explained that the property owners are ultimately responsible for property maintenance and compliance. Mr. Russ also asked about item (6) on page 4 of the proposed ordinance: *All vehicles, equipment and/or materials associated with the storage yard must be stored on and accessed from impervious and otherwise dust-free surfaces.* Are there any drainage concerns associated with this item? Ms. Wilderman and Mr. Cooke explained that impervious surfaces provide some containment to potential contaminants from the storage area. Mr. Cooke described one site (103 Mechanic St.) which contained as many as 84 unregistered vehicles. Impervious materials provide protection against soil and water contamination from oil and other hazardous materials leaking from vehicles and stored items.

Mr. Elder asked whether the Building Dept. issues business certificates for home offices or occupations. Ms. Wilderman indicated that they have been holding off until the regulations are finalized. Ms. Fenby expressed concern that some people may be unfamiliar with the Site Plan Review process. She believes the City should provide some support to applicants. Mr. LaVenture asked why Feb. 11, 2019 was selected as the cutoff date for imposing restrictions on storage yards in proximity to existing residential zoning districts and abutting residential lots. This was the date of the first public hearing on the proposed zoning amendment. Mr. LaVenture asked about the cost of fines or penalties. Ms. Wilderman stated that under certain circumstances, fines can reach \$300/day. She stressed that the intent is not to be a fine collector, but to encourage prompt corrective actions. If necessary, she will appear at show cause hearings. The department maintains files on sites and some files detail an extensive history of violations. The Building Department recently added a full-time position. Ethan (Lippitt) divides his time between building inspection and code enforcement, but he has been spending most of his time on enforcement. Ms. Wilderman detailed the extensive follow-up required by Code Enforcement on 26 recent complaints.

In the few minutes remaining before the 8:00 p.m. joint public hearing in City Council Chambers, Chair Fenby requested that the remaining agenda items be addressed.

**5. Subdivision Progress Reports (Updates and Discussion)**

**A. Berlin Farms – Release of Tri-Partite Agreement (Recording)**

At the May 6, 2019 Planning Board meeting, the Board voted on and signed the release of the Tri-Partite Agreement for the Berlin Farms Subdivision. The proof of recording was provided for informational purposes. On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to accept and file the correspondence. Motion carried.

**6. Preliminary/Open Space /Limited Development Subdivision Submissions / Updates (None)**

**7. Definitive Subdivision Submissions / Updates (None)**

8. Signs (None)

9. Informal Discussion (None)

11. Calendar Updates (None)

12. Public Notices of other Cities & Towns

A. City of Framingham – 5 Notices

B. Town of Southborough – 4 Notices

On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to accept and file. Carried.

On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board recessed to participate in the Joint Public Hearing in City Council Chambers. Motion carried.

4. Public Hearings

B. Joint Public Hearing: 8:00 p.m. City Council Chambers: Council Order 18/19-1007500D – Proposed Zoning Amendment to Section 650-5, entitled "Definitions; word usage," Amendment of definitions - Home Occupation, Outdoor Storage; new definitions- Contractor, Contractor's Storage Yard, Home Office, Landscape Contractor's Storage Yard; Amendment of Section 650-17, entitled "Table of Uses"; Amendment of Section 650-18 entitled, "Conditions for Uses".

City Council President Clancy opened the City Council public hearing.

Chairperson Fenby opened the Planning Board public hearing. The public hearing notice was read into the record. President Clancy provided instructions to those in attendance. The hearing was conducted in the following stages: 1) Presentation 2) Those speaking in favor 3) Questions and Comments from the public 4) Those speaking in opposition 5) Question and Comments from the Council/Board

**Presentation:**

Building Commissioner, Jeff Cooke, explained the necessity of the ordinance. Currently, contractor storage yards and landscape contractor storage yards are not defined uses in the City Code; By section 650-16B, all uses not noted in § 650-17, entitled "Table of Uses," shall be deemed prohibited. The proposed ordinance will allow for these uses and provide for responsible regulation. Code Enforcement Officer Wilderman used a PowerPoint presentation to represent numerous areas around the City that are currently in violation of City code. The slides were used to demonstrate the need for the legislation. Examples included contractors disposing of job refuse on their residential properties, storage of barrels of hazardous materials in yards, multiple parked business vehicles and trailers in residential neighborhoods, etc. The ordinance (in part) is designed to protect resident investments and maintain the character and quality of life in residential neighborhoods.

**Speaking in Favor:**

In addition to Mr. Cooke and Ms. Wilderman, Mayor Vigeant spoke in favor on the proposed zoning amendment. Mayor Vigeant says that the currently presented ordinance is the result of a four-month effort with considerable committee discussion and feedback. He and Councilor Delano are working to protect residents. Some businesses are operating without proper zoning. The ordinance will put necessary restrictions and guidelines in place, and the zoning will protect neighborhoods. He also showed several slides- one illustrating the use of dumpsters in a residential setting containing roofing contractor debris. He mentioned that the Council will be looking at rezoning 3-4 areas on South Street and Farm Road to make zoning consistent with uses. He is looking forward to working with councilors and contractors. Mayor Vigeant stated that it is time for the City Councilors to act. Councilor Delano next spoke in favor. As Chair of the Urban Affairs Committee, Mr. Delano brought this issue to the floor on behalf of the Mayor. He restated that current Marlborough zoning does not allow contractor/landscape contractor yards. There are choices. Businesses that do not meet zoning can either shut down or find alternate locations or accept rational rules.

The process has been simplified, a grandfather clause was also added. He also mentioned extending zones on South Street to make the zoning consistent with use. He acknowledged Councilor Robey and her input and said that Marlborough modeled its ordinance after the Town of Ashland's. He believes the ordinance will restore pride in the city and increase residential property values.

**Questions from the Public:**

Jean Rabelo of 765 Boston Post Road (Post Road Auto Parts). Ms. Rabelo was concerned that storage yards are not allowed in business zones. She also characterized her business as an automotive recycler and auto sales business, not an automotive junkyard. Mayor Vigeant suggested that the business could be considered grandfathered. He said that much of the discussion around town and concerns are a result of misinformation.

Toure Foster of 36 Bolton St. operates as a landscape contractor at 278A West Main St. He believes he is a pre-existing nonconforming use. If outdoor lots are disallowed, who will be grandfathered? Councilor Delano stated that some businesses pre-date zoning. The 1969 date was selected since that is the date that zoning underwent a major change.

Patrick Mauro of 379 South St. His family has been operating CMS since June of 1969, and he has a special permit to operate his business in a residential zone. He wondered what would happen to that status should he decide to sell or pass the business on to his heirs. Ms. Wilderman indicated that the special permit would run with the land.

Victor Archila of VMA Electric (81 Maple St.) moved from Elm St. into a business zone. What affect will this ordinance have on his business? Ms. Wilderman indicated there are no current issues there. Mayor Vigeant addressed the room stating that the purpose of the hearing is not to address the specific effect on every property. The properties should work with the City's Building Department. This is not the forum to address individual property issues, because there is the possibility of people leaving with inaccurate information, since there isn't time to evaluate each property's circumstance.

Jerry Dumais of 6 High St. asked for the definition of a contractor. Mr. Delano stated that the ordinance has been in review for numerous months and contains the definitions of contractor and landscape contractor storage yards. He suggested that Mr. Dumais read an available copy of the ordinance.

Charles Trombetta of 42 Whispering Brook Rd. currently leases space to contractors at his location at 655 Farm Rd. He wondered where people are going to park their equipment if they are prohibited from using the residential neighborhoods. Mr. Delano stated that it will be the responsibility of the business owner to locate space. The City's proposed regulations are to protect the residential neighborhoods and keep homes from looking like businesses or storage yards. Council President Clancy interjected that the ordinance is written to allow for such uses in both Limited Industrial and the Commercial Automotive Zones.

Laura Barasamian rents space at 655 Farm Rd. She wondered whether the City had considered the hardship that these regulations pose for business owners? Marlborough has a long history with established, hardworking businesses and thinks that these regulations will be harmful.

Laura Bovaconti of 66 Farm Rd. questioned the number of commercial vehicles allowed at a home office. She asked if further consideration could be given to allowing two commercial vehicles.

Gina DiMatteo of 721 Farm Road said that the ordinance had gone through a change, and that Item 2 (Section 48 (a)(2)) indicates that a storage yard, if created after February 11, 2019, shall not be located on any lot if a residential use is being made of any abutting lot(s). She wondered whether there was any research done to see how many existing contractor storage yards could be affected by this section. Mr. Delano reiterated that the City wishes to maintain residential neighborhoods, and the ordinance is designed to protect active residential uses. Ms. DiMatteo asked the following question. "Haven't I lost my rights to use my limited industrial property? The ordinance once said within 200', but now it is zero feet." Councilor Delano said that using the property for contractor storage yards was never an allowed use, so there was no loss of rights. Councilor Robey was supportive of Ms. DiMatteo's point since a previous version of the ordinance allowed a 200' buffer between storage yards and residential uses.

Peter Olszowski of 169 Essex St. asked as a concerned resident.

If these uses are illegal, what is the statute of limitations (for enforcement)? Building Commissioner Cooke stated that structures have either six or ten-year protection, but illegal uses are never grandfathered. Mr. Olszowski asked why the uses are not allowed if no one is complaining and the properties are neat. Mr. Delano said that neighbors don't like conflict and will not complain in order to maintain positive relationships with their neighbors. People deserve to live in residential neighborhoods without having to contend with looking at their neighbor's junk. Mr. Delano said that people need to follow rules. The regulations are not designed to hurt small businesses. As elected city officials, it is their responsibility to serve the community.

**Speaking in Opposition:**

Charles Butler wished to voice his opposition. He has two commercial vehicles and a trailer that he parks at his residence. His property is on French Hill, and he argues that it is well maintained and neat. He believes that the City is throwing a blanket over small businesses. He said that the City should be doing a better job of enforcement. Contractors are not the only issue in the City. There are worse things than having two commercial vehicles. Allowing only one vehicle is too prohibitive.

Melanie Lowery agreed with Mr. Butler. She hopes the ordinance goes back to allowing two commercial vehicles. She doesn't see a problem if the truck/trucks are housed in a garage with a trailer. Small landscapers cannot afford rent without increasing prices to their clients. She wondered whether any economic impact studies were done.

Toure Foster of 36 Bolton St. is in favor of responsible regulations, but feels this ordinance goes too far. Many local business owners take pride in their properties, help neighbors, respect their neighborhood, make no noise and operate clean businesses. He doesn't want the city to "regulate businesses to death". Land costs and site development costs are too high. Will clients be willing to pay more for their services? He doesn't want the city pushing businesses to the point where they can't pay their bills.

Michael Lowery stated that he doesn't care if the Council takes four years to work out the ordinance details. Four months may seem like a lot of time, but there are still things to sort out.

Charles Trombetta expressed his opposition to the impervious surface requirement. He has a two-acre contractor parking area. To pave all two acres would be impossible.

Joe Bovacanti of 66 Farm Rd. spoke in opposition to the one commercial vehicle limitation.

Dennis O'Rourke of 24 Stevens St. rents space at 729 Farm Rd. He is also opposed to the ordinance.

Donald Bishop of 100 Violetwood also rents from Mr. Trombetta. He is opposed to the one commercial vehicle limit. He thinks there is value in sitting down with the city to brainstorm and fine tune the ordinance.

Paul Ditullio of 274 Brigham St. is opposed to the impervious surface requirement. He said that years ago he was specifically told to leave areas unpaved to allow groundwater recharge.

President Clancy closed that portion of the hearing.

**Questions and Comments from Councilors/Members:**

Ms. Robey offered her thanks for the work dedicated to the ordinance over the past four months. She said the ordinance was very good until changes were made on April 9. Specifically, only one commercial vehicle was allowed (not two) and there were also changes made to limit storage yards that may be adjacent to residential uses. Why can outdoor storage be allowed by right in certain instances and prohibited in others? Mr. Cooke responded that outdoor storage is regulated by section 650-41. In a home office, residential use is primary.

Mr. Oram wondered what is the next step? Will the proposed amendment go back to Urban affairs? He would like to see a map showing potential impact areas in the Limited Industrial and Commercial Automotive zones. He wondered whether the controls in place for in-law apartments could provide guidelines for these uses. He would also like to see garage options for vehicles.

With no further comment, President Clancy closed this portion of the public hearing. The City Council meeting went into recess to allow the Planning Board to return to their meeting.

**10. Unfinished Business**

- A. Council Order 18/19-1007500D – Proposed Zoning Amendment to Section 650-5, entitled “Definitions; word usage,” Amendment of definitions - Home Occupation, Outdoor Storage; new definitions- Contractor, Contractor’s Storage Yard, Home Office. Landscape Contractor’s Storage Yard; Amendment of Section 650-17, entitled “Table of Uses”; Amendment of Section 650-18 entitled, “Conditions for Uses”.

On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board reopened the Planning Board meeting and began its discussion following the joint public hearing:

The Planning Board took the following action regarding Council Order No. 18/19-1007500D Proposed Zoning Amendment, Home Offices and Contractor and Landscaper Storage Yards:

On a motion by Mr. Elder seconded by Mr. LaVenture, the Board voted to make a favorable recommendation to the City Council on the above referenced zoning amendment with the following comments:

- The Planning Board hopes that the Urban Affairs Committee will meet and consider the input and feedback expressed at this evening’s public hearing.
- Reconsider allowing two commercial vehicles for home offices.
- Any restrictions on commercial vehicles should apply only to those stored outside and not to garaged vehicles and trailers.
- Reconsider the impervious surface requirement by seeking the advice of the Conservation Officer and/or Engineering.
- Should the impervious surface requirement be retained, consider allowing additional time for compliance.
- Delete paragraph III. b. 48 a. 2 restrictions on commercial storage lots abutting residential uses.
- Site Plan Review should be considerate of the needs and limitations of small business owners to meet the regulations, with the hope of keeping the businesses in Marlborough.

Motion carried.

The comments above were incorporated into a letter from Chair Fenby, and the letter was delivered to City Council President Clancy and members.

On a motion by Mr. Elder, seconded by Mr. Russ, the Board voted to adjourn the meeting of the Planning Board. Motion carried.

Respectfully submitted,



George LaVenture/Clerk

/kih

**Minutes  
Retirement Board Meeting of  
April 30, 2019**

**RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 JUN 17 P 4:00**

The monthly meeting of the Marlborough Retirement Board was held on April 30, 2019. Gregory Brewster, William Taylor, Diane Smith, David Keene, Daniel Stanhope, and Margaret Shea were present. Diane Smith left the meeting after agenda item #10.

1. The meeting was called to order at 8:15 a.m.
2. A motion was made and seconded to approve the minutes of March 26, 2019. Vote unanimous.
3. A motion was made and seconded to approve the revised minutes of the February 26, 2019 meeting. Vote unanimous.
4. The Board met with Stephen MacLellan of the Meketa Group to review the fund's first quarter performance and discuss the finalists of the non-core real estate RFP. The return as of March 31, 2019 is 7.6%. PRIT's Core Fund returned 6.4% for the same period. MacLellan reviewed manager performance and noted that Frontier is lagging its benchmark substantially but noted that the Russell 2000 Growth Index is a benchmark mismatch. MacLellan then provided a brief overview of Rockwood Capital and the Rockpoint Group, the finalists of the Board's search for non-core real estate manager.
5. The Board met with representatives of Rockwood Capital, Walter Schmidt and Tara McCann. The Board would be investing in Rockwood's Capital Real Estate Partners Fund XI. The fund is seeking 1.25 billion to invest in value-added real estate with a focus on office, multifamily, and mixed-use assets. The fund is targeting a IRR of 12% - 14%. The representatives reviewed the Fund XI's strategy, market and submarket selection, and the investment philosophy. They discussed Rockwood's investment in Parcel K on Boston's Seaport to demonstrate their three-phased approach to generating income. After a question and answer period, the Board thanked Mr. Schmidt and Ms. McCann for their presentation.
6. The Board then met with Tanya Oblak and Hank Midgely from the Rockpoint Group. Marlborough would be participating in the Rockpoint Real Estate Fund VI which targets primarily office, multifamily, and hospitality investments in select US costal markets. It targets an 18% to 20% gross IRR with focus on capital appreciation and moderate leverage. The representatives discussed their team, target markets, strategic focus, and their dedicated property management services. They discussed a representative opportunistic investment; the Taj Hotel in Boston. After a question and answer period, the Board thanked Ms. Oblak and Mr. Midgely for their presentation.
7. The Board discussed the presentations and both firms' advantages and disadvantages. After discussion, a motion was made and seconded to hire Rockwood Capital to manage a noncore real estate investment. Vote unanimous.

*(Handwritten initials)*

*(Handwritten signature)*

*(Handwritten initials)*

*(Handwritten initials)*

8. The Board then reviewed draft statement pages of the 2018 financial statement due at PERAC on May 1<sup>st</sup>. The director told the members she would provide them bound copies of the statement and accompanying schedules. A motion was made and seconded to accept and place on file.
9. The director gave the Board an update on the office's staffing issues and the search for an assistant director.
10. A motion was made and seconded to approve the following warrants: retiree payroll for April 2019, #092019 and #102019. Vote unanimous.
11. The Board reviewed a request for creditable service from Linda Priddy and Diane Rodriguez. Diane Priddy, an employee of the School department, requested creditable service for non-contributory employment from Mid-March 2004 through the end of the school year in June 2004. After discussion, a motion was made and seconded to grant Ms. Priddy three months of creditable service upon proper repayment. Vote unanimous. Diane Rodriguez is currently a member of the Plymouth County Retirement System. She requested creditable service for non-contributory employment as a part-time employee of the Library. The employment did not meet the requirements of the Board's regulation regarding creditable service. A motion was made and seconded to deny the request. Vote unanimous.

The Board then reviewed a request from Worcester County Retirement System to review the creditable service award of Nathalie Lashmit. At the time of transfer, the creditable service laws concerning elected officials resulted in a creditable service transfer of five years. Creditable service calculations for elected officials changed in 2009 for elected officials who had not retired. Under current laws, Ms. Lashmit's creditable service in Marlborough would be 3.833 years. A motion was made and seconded to revise her service. Vote unanimous.

12. The following members had applied for superannuation retirement in March of 2019; William Macora and Lisa Thomas. After a review of pertinent information, a motion was made and seconded to approve. Vote unanimous.
13. The following members were scheduled to receive a refund of their annuity savings accounts; Asher Gill, Mario Gonzalez, Jeremiah Encarnacion, Mandy Castillo, Jeffrey Cole, Tracy Miller, Diana Workman, Daniel Belton, Cheryl Juare, and Colleen Hammond. The following members' accounts were scheduled to be transferred to other retirement systems: Rebecca Gordon, Jacquelyn Resendes, Andrew Skoog, and Toni Cassella. After review, a motion was made and seconded to approve all refunds and transfers. Vote unanimous.
14. The director told the members that she had scheduled a vote on the FY20 COLA for May 28, 2019. The Board reviewed the costs associated with the various COLA

*(Handwritten initials and signatures)*

options, a memo from PERAC regarding the FY20 COLA, and a letter to City Council announcing the vote. A motion was made and seconded to accept and place on file. Vote unanimous.

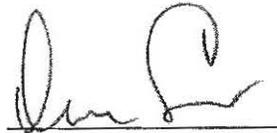
15. The Board reviewed the following financial materials: operating budget as of 04/30/19 and cash flow analysis as of 04/30/2019. The cash reconciliation for March was not available. A motion was made and seconded to accept and place on file. Vote unanimous.
16. New Business/Old Business was the next item on the agenda. Under new business, the Director told the members that Chief Giorgi of the Police Department had filed an involuntary accidental disability retirement application that they would vote to accept at the next meeting. The Board also discussed sending Frank Valeri's letter to Mayor and City Council regarding Leominster's actions in achieving full funding. A motion was made and seconded to send the letter to individuals copied on Councilor Ossing's original e-mail. Vote unanimous.
17. A motion was made and seconded to adjourn the meeting. Vote unanimous.



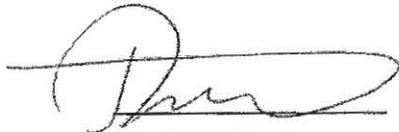
Gregory P. Brewster



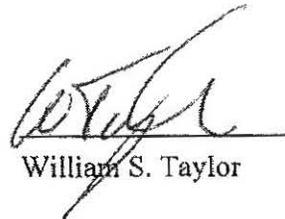
David Keene



Diane Smith



Daniel J. Stanhope



William S. Taylor