

REGULAR MEETING
AUGUST 24, 2020
TIME: 8:00 PM

IN CITY COUNCIL
ABSENT
LOCATION: CITY HALL, 140 MAIN STREET, 2ND FLOOR
CONVENED:
ADJOURNED:
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2020 AUG 20 P 2: 25

This meeting of the City Council will be held virtually on Monday, August 24, 2020 at 8:00 PM with Councilors attending in person and/or remotely. **NO PUBLIC ATTENDANCE WILL BE PERMITTED.** This meeting will be televised on WMCT-TV (Comcast Channel 8 or Verizon/Fios Channel 34) or you can view the meeting using the link under the Meeting Videos tab on the city website (www.marlborough-ma.gov).

1. Minutes, City Council Meeting, July 20, 2020.
2. PUBLIC HEARING On the Proposed Amendment to Chapter 540 "Solid Waste", making changes to the Resident Drop-Off Facility operations and associated fees, Order No. 20-1008042A.

**** TO PARTICIPATE IN THIS PUBLIC HEARING PLEASE CALL 1-617-433-9462 AND ENTER THE CONFERENCE ID 125 822 749 #. ****

3. Communication from Councilor Ossing and Councilor Tunnera, re: Inspire Energy Contract Extension through January 2024.
4. Communication from the Mayor, re: Transfer Request in the amount of \$2,500,000.00 which moves funds from Undesignated Fund to various Capital Outlay accounts to fund Capital Improvement projects.
5. Communication from the Mayor, re: Transfer Request in the amount of \$27,775.00 which moves funds from Reserved for Salaries to Sick Leave Buy Back to fund the sick leave buy back for three retirees from the Department of Public Works and Fire Department.
6. Communication from the Mayor, re: Grant Acceptance in the amount of \$27,500.00 from the Executive Office of Administration and Finance for the Human Resources Department to be used for succession planning.
7. Communication from the Mayor, re: Communication from the Mayor, re: Grant Acceptance in the amount of \$17,500.00 from the Executive Office of Administration and Finance to assist the city with identifying areas of inconsistency with our permitting program, Accela.
8. Communication from the Mayor, re: Communication from the Mayor, re: Communication from the Mayor, re: Grant Acceptance in the amount of \$5,000.00 from Baypath Elder Services for the Council on Aging to assist with the transportation needs of Marlborough seniors due to the COVID-19 pandemic.

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

9. Communication from the Mayor, re: Request pursuant to Chapter 125 §10 of the Code of the City of Marlborough to start Michelle Andrade, Public Health Nurse at step two of the Public Health Nurse Salary Schedule (\$69,793.31).
10. Communication from the Mayor, re: Reappointment of Police Chief David Giorgi as Keeper of the Lock-Up for a term of one year.
11. Communication from the Mayor, re: Reappointment of Dr. Joseph Tennyson to the Board of Health for a 3-year term to expire on February 6, 2023.
12. Communication from the Mayor, re: Reappointments of Robert Fagone and Alan Slattery to the Historical Commission for 3-year terms respectively to expire from date of Council confirmation.
13. Communication from the Mayor, re: Reappointment of Linda Clark to the Board of Registrars for a 3-year term to expire on April 1, 2023.
14. Communication from the Mayor, re: Appointment of Michael Cabral to the Parks & Recreation Commission for a 3-year term to expire from date of Council confirmation.
15. Communication from the Mayor, re: Appointment of Emily Wilde to the Cultural Council for a 3-year term to expire from date of Council confirmation.
16. Communication from the Mayor, re: FY 2020 MIIA Rewards Credit.
17. Communication from the Mayor, re: OPEB Update.
18. Communication from City Solicitor, Jason Grossfield, re: Proposed Zoning Amendment for Large-Scale Ground-Mounted Solar Photovoltaic Overlay District, in proper legal form, Order No. 20-1007975B.
19. Communication from Assistant City Solicitor Jason Piques, re: Application for Special Permit by Vedi Naturals LLC, to operate an Adult Use Marijuana Retail Establishment, 505 Boston Post Road West (Twin Boro Crossing), in proper legal form, Order No. 19/20-1007881D.
20. Communication from City Clerk, Steven Kerrigan, re: State Primary Election Call.
21. Communication from City Clerk, Steven Kerrigan, re: Update on Vote by Mail & State Primary Election.
22. Application for LED Sign Special Permit, from ViewPoint Sign & Awning on behalf of Dunkin Donuts, 269 East Main Street.
23. Communication from Attorney Brian Falk on behalf of WP Marlborough MA Owner, LLC (Waypoint Residential), re: Project Name change from Volaris Marlborough to Walcott Heritage Farms, 339 Boston Post Road East (McGee Farm), Order No. 20-1007995C.
24. Communication from Attorney Brian Falk on behalf of WP Marlborough MA Owner, LLC (Waypoint Residential), re: Request to Extend Time Limitations to November 18, 2020 at 10:00 PM, on the Application for Special Permit to build a multifamily residential project in the Business District to be known as Walcott Heritage Farms, consisting of 188 units in 4 buildings at 339 Boston Post Road East (McGee Farm), Order No. 20-1007995C.
25. Communications sent to the City Council, re Application for Special Permit by WP Marlborough Owner, LLC, 339 Boston Post Road East (McGee Farm), Order No. 20-1007995C.

26. Communication from Central MA Mosquito Control Project re: Personnel will be in the community responding to residents' concerns about mosquitos on various dates in August & September 2020.
27. Minutes of Boards, Commissions and Committees:
 - a) Conservation Commission, June 25, 2020 & July 23, 2020.
 - b) Historical Commission, June 18, 2020.
 - c) OPEB Trust, July 28, 2020.
 - d) Planning Board, June 22, 2020.
 - e) Traffic Commission, June 24, 2020.
28. CLAIMS:
 - a) Sara Bergeron, 63 East Dudley Street, residential mailbox claim (2a).

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From Urban Affairs Committee

29. **Order No. 19/20-1007881E – Application for Special Permit by Vedi Naturals, LLC, 505 Boston Post Road West (Twin Boro Crossing) to operate an Adult Use Marijuana Facility.**

Recommendation of the Urban Affairs Committee is to approve as amended (Motion made by Councilor Doucette, seconded by Chair Robey, to refer to the City Council with a favorable recommendation the special permit application of Vedi Naturals, LLC, 505 Boston Post Road West to operate an Adult Use Marijuana Facility, together with draft special permit decision, as amended. The Chair called the Roll: All in favor: Wagner/Remote; Navin, Doucette, Landers and Robey – Approved. 5-0).

From Veterans Affairs Committee

30. **Order No. 20-1008043: Communication from Mayor Vigeant re: Proposed naming of the new elementary school located at 441 Bolton Street, the softball field located at 441 Bolton Street and the baseball field located at 25 Union Street in honor of deceased veterans of the Civil War, the Vietnam War and World War II.**

Recommendation of the Veterans Affairs Committee is to approve the naming of the new elementary school as amended and the softball field located at 441 Bolton Street (Motion made, and seconded, to name (i) the new elementary school located at 441 Bolton Street, the Goodnow Brothers School, in honor of Theodore Goodnow, Andrew Goodnow and Charles Goodnow, three brothers killed in action during the Civil War; (ii) the softball field located at 441 Bolton Street in honor of Lance Corporal Richard Demers, a United States Marine, killed in action during the Vietnam War and **to postpone** (iii) the naming of the baseball field located at 25 Union Street after Disbursing Clerk 2nd Class Harold Cole. The Chair called the Roll: All in favor – Motion carries. 3-0 Roll Call: Oram/Yes; Perlman/Yes; Navin/Yes).



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 AUG -4 P 3:45

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

JULY 20, 2020

Regular meeting of the City Council was held on Monday, July 20, 2020 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Ossing. Councilors Participating Remotely: Oram, Perlman, Robey, Wagner, Doucette, Dumais, Tunnera, Irish, Navin & Landers. Meeting adjourned at 11:12 PM.

Council President Ossing explained that this meeting is being held under the Emergency Order of the Governor allowing relief from the Open Meeting Law (MGL c. 30A §20). The Emergency Order allows for remote participation by public bodies. President Ossing further stated that all votes of the City Council will be taken by roll call vote pursuant to 940 CMR 29.10.

The City Council President asked for a roll call to confirm attendance of all City Councilors.

Present: 11 – Absent: 0

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

ORDERED: That the Minutes of the City Council meeting, June 22, 2020, **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the PUBLIC HEARING on the Petition from Eversource Energy to install approximately 500' of 8" Low Pressure gas main as part of a system improvement on South Bolton Street & Main Street to Granger Boulevard, Order No. 20-1008044, all were heard who wish to be heard, hearing closed at 8:18 PM; adopted.

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

ORDERED: That the Petition from Eversource Energy to install approximately 500' of 8" Low Pressure gas main as part of a system improvement on South Bolton Street & Main Street to Granger Boulevard, **APPROVED WITH THE FOLLOWING CONDITION**; adopted.

1. That Eversource complete their ongoing work on Pleasant Street, Bolton Street, and Poirier Drive prior to mobilizing their forces to this project.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the CONTINUED PUBLIC HEARING on the Application for LED Sign Special Permit, from William Camuso on behalf of Lincoln 431 LLC, (Shell Station) 431 Lincoln Street, Order No. 20-1007948E, all were heard who wish to be heard, hearing closed at 8:29 PM; adopted.

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

ORDERED: That the PUBLIC HEARING on the Petition from William Camuso on behalf of Camuso Enterprises, LLC, to operate a gas station (Shell Station) at 431 Lincoln Street on a 24-hour basis pursuant to Chapter 342 of the Code of the City of Marlborough, Order No. 20-1008046, all were heard who wish to be heard, hearing closed at 8:38 PM; adopted.

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

ORDERED: That the CONTINUED PUBLIC HEARING on the Application for Special Permit from Attorney Brian Falk, on behalf of WP Marlborough MA Owner, LLC, to build a multifamily residential project in the Business District to be known as Walcott Heritage Farms, consisting of 188 units in 4 buildings at 339 Boston Post Road East (McGee Farms), Order No. 20-1007995B, all were heard who wish to be heard, hearing closed at 10:03 PM; adopted.

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

President Ossing called a recess at 10:03 PM and returned to open meeting at 10:10 PM.

Councilor Robey disconnected from the meeting due to a technical issue at 10:16 PM.

ORDERED: That the Communication from the Mayor, re: Additional information regarding naming of a field in honor of Disbursing Clerk 2nd Class Harold Cole, refer to **VETERANS AFFAIRS COMMITTEE**; adopted.

Yea: 10 – Nay: 0 – Absent: 1

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, & Perlman.

Absent: Robey.

Councilor Robey connected back to the meeting at 10:17 PM.

ORDERED: That the Transfer Request in the amount of \$271,443.00 which moves funds from Reserved for Salaries to various accounts to fund the MMEA collective bargaining agreement for fiscal year 2021, **APPROVED**; adopted.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		Auditor			FISCAL YEAR:		2021		
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$420,000.00</u>	<u>\$271,443.00</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for Salaries</u>	<u>\$8,390.00</u>	<u>11330002</u>	<u>50062</u>	<u>Finance Assistant</u>	<u>\$121,928.33</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	
					<u>\$210.00</u>	<u>11330003</u>	<u>51430</u>	<u>Longevity</u>	<u>\$4,030.00</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	
					<u>\$234.00</u>	<u>11330003</u>	<u>51920</u>	<u>Sick Leave Buyback</u>	<u>\$3,491.00</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	
					<u>\$4,220.00</u>	<u>11350002</u>	<u>50062</u>	<u>Finance Assistant</u>	<u>\$60,934.09</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	
					<u>\$3,420.00</u>	<u>11350002</u>	<u>50520</u>	<u>Principal Clerk</u>	<u>\$49,387.90</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	
					<u>\$1,455.00</u>	<u>11350002</u>	<u>50770</u>	<u>Senior Clerk</u>	<u>\$21,170.06</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	
					<u>\$4,080.00</u>	<u>11410002</u>	<u>50550</u>	<u>Head Clerk</u>	<u>\$55,573.50</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	
					<u>\$2,930.00</u>	<u>11410002</u>	<u>50770</u>	<u>Senior Clerk</u>	<u>\$42,320.12</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	
					<u>\$5,860.00</u>	<u>11440002</u>	<u>50770</u>	<u>Senior Clerk</u>	<u>\$84,640.23</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	
					<u>\$4,578.00</u>	<u>11550001</u>	<u>50210</u>	<u>Sr System Analyst</u>	<u>\$66,102.90</u>
	Reason:				Reason:			<u>Contractual Obligation</u>	

				<u>\$5,845.00</u>	<u>¶11550001 50213</u>	<u>Network Engineer</u>	<u>\$84,499.22</u>
	Reason:				Reason:	Contractual Obligation	
				<u>\$175.00</u>	<u>¶11550003 51920</u>	<u>Sick Leave Buyback</u>	<u>\$2,655.00</u>
	Reason:				Reason:	Contractual Obligation	
				<u>\$2,910.00</u>	<u>¶11610002 50770</u>	<u>Senior Clerk</u>	<u>\$42,340.12</u>
	Reason:				Reason:	Contractual Obligation	
				<u>\$110.00</u>	<u>¶11610003 51920</u>	<u>Sick Leave Buyback</u>	<u>\$1,700.00</u>
	Reason:				Reason:	Contractual Obligation	
				<u>\$1,180.00</u>	<u>¶11620002 50141</u>	<u>Clerk</u>	<u>\$17,870.00</u>
	Reason:				Reason:	Contractual Obligation	
				<u>\$3,230.00</u>	<u>¶11620002 50520</u>	<u>Principal Clerk</u>	<u>\$46,802.21</u>
	Reason:				Reason:	Contractual Obligation	
				<u>\$10,592.00</u>	<u>¶11920001 50292</u>	<u>Bldg Craftsman</u>	<u>\$152,988.90</u>
	Reason:				Reason:	Contractual Obligation	
				<u>\$4,005.00</u>	<u>¶11920001 50385</u>	<u>Electrician</u>	<u>\$57,793.20</u>
	Reason:				Reason:	Contractual Obligation	
				<u>\$2,729.00</u>	<u>¶11920001 50680</u>	<u>General Foreman</u>	<u>\$41,051.00</u>
	Reason:				Reason:	Contractual Obligation	
				<u>\$11,170.00</u>	<u>¶11920001 50690</u>	<u>Foreman</u>	<u>\$132,712.91</u>
	Reason:				Reason:	Contractual Obligation	

				<u>\$1,050.00</u>	<u>¶11920002 50520</u>	<u>Principal Clerk</u>	<u>\$15,760.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$10,063.00</u>	<u>¶11920003 50560</u>	<u>Custodian</u>	<u>\$173,539.87</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$1,800.00</u>	<u>¶11920003 51300</u>	<u>Overtime</u>	<u>\$26,000.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$1,144.00</u>	<u>¶11920003 51920</u>	<u>Sick Leave Buyback</u>	<u>\$11,581.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$13,040.00</u>	<u>¶13032001 50292</u>	<u>Bldg Craftsman</u>	<u>\$136,517.80</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$3,591.00</u>	<u>¶13032001 50385</u>	<u>Electrician</u>	<u>\$127,779.30</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$8,120.00</u>	<u>¶13032001 50386</u>	<u>HVAC Tech</u>	<u>\$120,270.50</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$4,435.00</u>	<u>¶13032001 50690</u>	<u>Foreman</u>	<u>\$64,098.88</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$1,050.00</u>	<u>¶13032002 50141</u>	<u>Clerk</u>	<u>\$15,036.05</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$2,729.00</u>	<u>¶13032002 50141</u>	<u>General Foreman</u>	<u>\$41,051.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	
				<u>\$665.00</u>	<u>¶13032003 51300</u>	<u>Overtime</u>	<u>\$8,809.12</u>
	Reason:				Reason:	<u>Contractual Obligation</u>	

			\$343.00	13032003 51920 Sick Leave Buy Back	\$8,127.00
	Reason:			Contractual Obligation	
			\$4,720.00	12100002 50520 Principal Clerk	\$98,896.05
	Reason:			Contractual Obligation	
			\$27,795.00	12100003 51213 Dispatchers	\$419,681.03
	Reason:			Contractual Obligation	
			\$4,075.00	12100003 51214 Public Safety Assistant	\$58,872.22
	Reason:			Contractual Obligation	
			\$9,252.00	12100003 51450 Night Shift Differential	\$132,011.59
	Reason:			Contractual Obligation	
			\$4,225.00	12200002 50062 Finance Assistant	\$60,929.08
	Reason:			Contractual Obligation	
			\$165.00	12200003 51920 Sick Leave Buy Back	\$153,880.00
	Reason:			Contractual Obligation	
			\$12,478.00	12410001 50260 Local Inspector	\$181,513.64
	Reason:			Contractual Obligation	
			\$4,585.00	12410001 50370 Plumbing Inspector	\$67,686.30
	Reason:			Contractual Obligation	
			\$4,585.00	12410001 50380 Electrical Inspector	\$66,242.06
	Reason:			Contractual Obligation	

					<u>\$8,609.00</u>	<u>12410002 50770</u>	<u>Senior Clerk</u>	<u>\$126,001.24</u>
	Reason:						Contractual Obligation	
					<u>\$147.00</u>	<u>12410003 51430</u>	<u>Longevity</u>	<u>\$3,508.00</u>
	Reason:						Contractual Obligation	
					<u>\$115.00</u>	<u>12410003 51920</u>	<u>Sick Leave Buy Back</u>	<u>\$1,700.00</u>
	Reason:						Contractual Obligation	
					<u>\$3,424.00</u>	<u>14001002 50520</u>	<u>Principal Clerk</u>	<u>\$49,383.90</u>
	Reason:						Contractual Obligation	
					<u>\$3,848.00</u>	<u>14001002 50550</u>	<u>Head Clerk</u>	<u>\$55,565.50</u>
	Reason:						Contractual Obligation	
					<u>\$2,933.00</u>	<u>14001002 50770</u>	<u>Senior Clerk</u>	<u>\$42,317.12</u>
	Reason:						Contractual Obligation	
					<u>\$1,014.00</u>	<u>10900002 50520</u>	<u>Principal Clerk</u>	<u>\$46,633.33</u>
	Reason:						Contractual Obligation	
					<u>\$3,930.00</u>	<u>14920001 50166</u>	<u>Program Manager</u>	<u>\$59,220.00</u>
	Reason:						Contractual Obligation	
					<u>\$2,930.00</u>	<u>14920002 50770</u>	<u>Senior Clerk</u>	<u>\$42,320.12</u>
	Reason:						Contractual Obligation	
					<u>\$6,670.00</u>	<u>15120001 50611</u>	<u>Assist Sanitarian</u>	<u>\$96,497.80</u>
	Reason:						Contractual Obligation	
					<u>\$5,720.00</u>	<u>15120002 50520</u>	<u>Principal Clerk</u>	<u>\$0.00</u>
	Reason:						Contractual Obligation	

				\$3,145.00	15410001	50312	Outreach Worker	\$45,527.81
	Reason:				Reason:		Contractual Obligation	
				\$2,662.00	15410002	50584	Clerk Typist	\$38,447.28
	Reason:				Reason:		Contractual Obligation	
				\$2,930.00	15410002	50770	Senior Clerk	\$42,320.12
	Reason:				Reason:		Contractual Obligation	
				\$112.00	15410003	51920	Sick Leave Buy Back	\$1,698.00
	Reason:				Reason:		Contractual Obligation	
				\$3,543.00	16100001	50470	Childrens Librarian	\$51,147.46
	Reason:				Reason:		Contractual Obligation	
				\$3,420.00	16100001	50471	Young Adult Librarian	\$49,382.90
	Reason:				Reason:		Contractual Obligation	
				\$3,415.00	16100001	50480	Cataloguer	\$49,387.90
	Reason:				Reason:		Contractual Obligation	
				\$3,848.00	16100001	50656	Head Circulation	\$55,565.50
	Reason:				Reason:		Contractual Obligation	
				\$3,420.00	16100002	50520	Principal Clerk	\$49,382.90
	Reason:				Reason:		Contractual Obligation	
				\$6,875.00	16100003	50860	Full Time Library Staff	\$60,343.66
	Reason:				Reason:		Contractual Obligation	

					\$1,500.00	16100003	51440	Education Incentive	\$0.00
	Reason:				Reason:			Contractual Obligation	
	\$271,443.00				\$271,443.00				

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Transfer Request in the amount of \$49,352.00 which moves funds from Reserved for Salaries and Board of Health Senior Clerk to Auditor and Board of Health Principal Clerk to fund the new salary of the Auditor and the Board of Health Principal Clerk, **APPROVED**; adopted.

**CITY OF MARLBOROUGH
BUDGET TRANSFERS --**

DEPT: Various					FISCAL YEAR: 2021				
FROM ACCOUNT:					TO ACCOUNT:				
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$420,000.00	\$5,222.00	11990006	57820	Reserve for Salaries	\$5,222.00	11350001	50020	Auditor	\$109,778.00
	Reason:							Increase due to new salary ordinance	
\$44,130.00	\$44,130.00	15120002	50770	BOH - Senior Clerk	\$44,130.00	15120002	50520	BOH - Principal Clerk	\$0.00
								Promotion from Senior Clerk to Principal Clerk	
	\$49,352.00	Total			\$49,352.00	Total			

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Transfer Request in the amount of \$39,300.00 which moves funds from Reserved for Salaries to Sick Leave Buy Back to fund the sick leave buy back for a retiree in the Department of Public Works, **APPROVED**; adopted.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		DPW			FISCAL YEAR:		2021		
FROM ACCOUNT:					TO ACCOUNT:				
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
<u>\$420,000.00</u>	<u>\$39,300.00</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for Salaries</u>	<u>\$39,300.00</u>	<u>14001003</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$7,476.00</u>
Reason:		<u>Sick Leave Buy Back due to a retirement</u>							
\$39,300.00		Total			\$39,300.00	Total			

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$2,000,000.00 from the Executive Office of Housing and Community Development (EOHCD) MassWorks Infrastructure Program for the Lincoln Street Revitalization Project; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$2,144.00 from the MA Board of Library Commissioners (MLBC) for the Public Library to be used to hold virtual programming for children ages 3-10 in a variety of topics; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Proposed Salary Ordinance Amendment to Chapter 125 §6 of the Code of the City of Marlborough relative to the position of Director of Civil Defense as submitted by the Mayor, refer to **FINANCE COMMITTEE & ORDERED ADVERTISED**; adopted.

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

- I. By amending Chapter 125, entitled "Personnel", by adding to the salary schedule referenced in Section 125-6, the following:

Position	Effective Date	Step		Maximum
		1	2	
Director of Civil Defense	Upon Ordainment			\$15,000.00*

*During a declared state of emergency by the governor of the Commonwealth, in addition to the above annual salary rate, an hourly rate of pay of \$60.00 per hour may be authorized by the Mayor, subject to: (1) said hourly rate being at least 75% reimbursable to the city by the federal or state government, (2) available appropriation; and (3) approval of the Mayor as to duties and hours to be performed.

This ordinance shall supersede and replace any existing rate for said position (if applicable) in the current salary schedule.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Proposed Job Description as updated for the Director of Civil Defense position as submitted by the Mayor, refer to **FINANCE COMMITTEE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Notification of 60-day Temporary Appointment of Assistant Commissioner Theodore Scott as Acting Commissioner of Public Works, **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the City Council for the City of Marlborough hereby accepts from Pleasant Hill Retirement Community LLC, a Nebraska limited liability company, with a usual place of business at 7101 S. 82nd St., Lincoln, Nebraska 68516 (the “Grantor”), a Grant of Public Trail Easement on a certain portion of the Grantor’s land located at 96 Crowley Drive, Marlborough, Massachusetts.

The Trail Easement Area consists of an area five (5) feet in width located within the area shown as “8’ Public Trail Access Easement” as indicated on the plan attached to the Grant of Public Trail Easement as Exhibit B (Sheet No. 8 of Approved Final Site Plan).

The Trail Easement Area may be used for recreational purposes, including but not limited to, the right of the general public to pass and repass over the Trail Easement Area for walking, jogging, bicycling, hiking, snowshoeing, horseback riding, cross-country skiing, or any other activity undertaken for exercise, education or relaxation, excepting the use by any motorized vehicle.

APPROVED; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

Suspension of the Rules requested to allow the City Clerk to speak – granted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the City of Marlborough accepts Section 9A of Chapter 53 of the General Laws of Massachusetts, entitled “Nomination papers for cities or towns; applicable provisions”, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Request for a Flat Wall Sign, Aivy Nails & Spa, 115 Apex Drive, Unit C, within the HRMUOD, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Request for Free-Standing Sign, Aivy Nails & Spa, 115 Apex Drive, Unit C, within the HRMUOD, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

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

ORDERED: That the Request for a Flat Wall Sign, Post Road Carpet, 782 Boston Post Road East, within the Wayside District, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Request for Free-Standing Sign, Post Road Carpet, 782 Boston Post Road East, within the Wayside District, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Communication from the Planning Board, re: Favorable Recommendation on the Proposed Rezoning of Land off Valley Street, identified as Map 82, Parcel 125, Order No. 20-1007976A, **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Communication from the Planning Board, re: Favorable Recommendation with proposed considerations on the Proposed Zoning Amendment to Chapter 650 to add a new §38 relative to creating a Large-Scale Ground-Mounted Solar Photovoltaic Overlay District, Order No. 20-1007975A, **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Communication from Attorney Brian Falk on behalf of Vedi Naturals, LLC, re: Request to Extend Time Limitations to August 25, 2020 at 10:00 PM, on the Application for Special Permit to operate an Adult Use Marijuana Retail Establishment, 505 Boston Post Road West (Twin Boro Crossing), **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That there being no objection thereto set **MONDAY SEPTEMBER 14, 2020** as the **DATE FOR PUBLIC HEARING**, on the Application for Special Permit from Local Roots NE Inc., to operate an Adult Use Marijuana Retail Dispensary, 910 Boston Post Road East, Suite 100, refer to **URBAN AFFAIRS COMMITTEE & ADVERTISE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Communication from Central MA Mosquito Control Project re: Personnel being in the community responding to residents' concerns about mosquitos on various dates in July 2020, **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Communication from Massachusetts Clean Water Trust re: Public comment period for implementing the water infrastructure transfer act, **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

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

- a) School Committee, May 26, 2020, June 9, 2020 & June 23, 2020.
- b) Ad-Hoc Municipal Aggregation Committee, June 25, 2020.
- c) Conservation Commission, May 7, 2020, May 21, 2020, June 4, 2020 & June 18, 2020.
- d) Fort Meadow Commission, September 19, 2019 & May 21, 2020.
- e) Historical Commission, May 21, 2020.
- f) Planning Board, June 8, 2020.
- g) Traffic Commission, May 27, 2020.
- h) Zoning Board of Appeals, July 7, 2020.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

Reports of Committees:

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

Meeting Name: City Council Urban Affairs Committee

Date: July 9, 2020

Time: 7:15 PM

Location: City Council Chamber, 2nd Floor, City Hall, 140 Main Street

Present: Chair Robey; Councilors Doucette, Navin, Landers and Wagner (Remote); Also,
Present: Councilors Irish and Ossing

Continued Review:

Order No. 19/20-1007881: Application for Special Permit by Vedi Naturals, LLC, 505 Boston Post Road West (Twin Boro Crossing) to operate an Adult Use Marijuana Facility.

-In Urban Affairs

Public Hearing: January 27, 2020

Time Expires: August 25, 2020

Chair Robey called the roll of members participating – \Doucette, Navin, Landers, and Robey; Wagner remotely – and opened the meeting, announcing the prior committee meeting of June 24th was postponed to allow petitioner time to update the special permit decision on items that needed attention. All councilors and managers received advance copies and managers have submitted additional comments.

Atty. Falk explained the red lined changes in his proposed special permit decision including:

The addition of 16 and 17 in the **Findings** section of the special permit decision.

16. Signs and signage: Finding: Prior to seeking an initial sign permit from the City, the applicant, its successors and/or assigns shall submit to the City Council renderings of its proposed signage, which shall comply with the City's sign ordinance; and,

17. Finding: Prior to commencing operations, the Applicant, its successors and/or assigns shall submit to the City Council its business name, logos and symbols, all of which shall comply with state and federal law and regulations.

Under the **Conditions** section of the special permit decision, Atty. Falk has added:

15. Boundary Street Entrance/Exit. Prior to receiving a certificate of occupancy for the Use, the Applicant, its successors and/or assigns, shall have the vegetation located north of the Boundary Street entrance/exit to the Site trimmed to improve sight distance for vehicles; and,

16. Parking Lot. Prior to receiving a certificate of occupancy for the Use, the Applicant, its successors and/or assigns, shall have the Site's parking lot restriped and parking lot accessibility signage updated, in accordance with the Zoning Ordinance, the City Code, and state regulations. As part of the Site Plan Review process, the Applicant shall review options to convert the former child play area at the Site to additional parking spaces.

Building Commissioner Cooke and City Engineer DiPersio updated their initial comments indicating the revised conditions address their previous comments on the proposal. Commissioner Cooke also noted the blight violation and the fire alarm issues will be addressed with the property owner.

Councilor Landers indicated he was satisfied with the revised conditions but hoped applicant could work with the property owner to seal the parking lot prior to the required restriping.

Mr. Patel stated that sealcoating is up to the property owner, but he will take care of the HP concerns and follow up with the owner on the sealcoating request.

Motion made by Councilor Doucette, seconded by Chair Robey, to refer to the City Council with a favorable recommendation the special permit application of Vedi Naturals, LLC, 505 Boston Post Road West to operate an Adult Use Marijuana Facility, together with draft special permit decision, as amended.

The Chair called the Roll:

All in favor: Wagner/Remote; Navin, Doucette, Landers and Robey – Approved. 5-0

Motion made, seconded, to adjourn. The Chair called the Roll:

All in favor: Landers; Navin; Doucette; Wagner/Remote; Robey – Adjourned at 7:55PM

Councilor Landers gave an oral report on a matter currently in Public Services Committee:

Order No.20-1008042-Communication from Mayor Vigeant with proposed amendment to the City Code regarding the Transfer Station, Resident Drop off facility, which is found in Chapter 540.

The Public Services Committee met on July 9, 2020 and had a presentation from Interim DPW Commissioner Ted Scott regarding proposed changes to the transfer station that will make it more efficient, save taxpayer dollars and prevent some of the illegal use of the facility for non-residential purposes. The ordinance remains in committee at this time.

Although not required for this Code change, I believe the City Council should advertise the ordinance and hold a public hearing to give residents an opportunity to learn more about the changes and to submit comments if they so choose.

Councilor Navin reported the following out of the Veterans Affairs Committee:

Meeting Name: City Council Veterans Affairs Committee

Date: Thursday, July 9, 2020

Location: City Council Chamber, 2nd Floor, City Hall, 140 Main Street

Meeting Convened: 6:00PM Meeting Adjourned: 6:46PM

Present: Chairman Navin; Veterans Affairs Committee Members Oram (participating remotely) and Perlman; Also: Councilor Wagner (participating remotely), Councilors Doucette, Robey, Landers, Irish and Ossing; Mayor Vigeant and Veterans Director Michael Hennessy

Order No. 20-1008043: Communication from Mayor Vigeant re: proposed naming of the new elementary school located at 441 Bolton Street, the softball field located at 441 Bolton Street and the baseball field located at 25 Union Street in honor of deceased veterans of the Civil War, the Vietnam War and World War II.

Chair Navin opened the meeting explaining the section of the City Code Ch.551-1 Names of public streets, highways, places, buildings, spaces and other public assets and specifically whereby schools and fields are named after deceased Marlborough residents who were veterans of declared wars and/or armed conflicts and then asked Mayor Vigeant to address his proposal to name the new school and two existing fields.

The Mayor addressed his proposal as follows to name:

- (i) The new elementary school located at 441 Bolton Street in honor of Theodore Goodnow, Andrew Goodnow and Charles Goodnow, three brothers killed in action during the Civil War; and,
- (ii) The softball field located at 441 Bolton Street in honor of Lance Corporal Richard Demers, a United States Marine, killed in action during the Vietnam War; and,
- (iii) The baseball field located at 25 Union Street in honor of Disbursing Clerk 2nd Class Harold Cole, who served in the Naval Reserve during World War II and following honorable discharge, later reenlisted and was killed in a plane crash while on active duty.

Chair Navin entered into the record input received from veterans' organizations including:
John Hall, Commander of the Disabled Veterans, Marlborough Chapter 82
Wayne E. Stanley, MSgt, USAF (Ret), Past VFW and DAV Commander, Past Marlboro Veterans Council President
Michael A. Ferro, Commander, American Legion Post 132
John Manning, Veterans Council President
Jim Bell, Commander Italian American War Veterans Post 45

A suggestion was made by the veterans that the elementary school be named "Goodnow Brothers School" and that the committee postpone the naming of the field after Mr. Cole.

Lengthy discussion was held by the committee with input by the Mayor and other councilors present.

Motion made, and seconded, to name (i) the new elementary school located at 441 Bolton Street, the Goodnow Brothers School, in honor of Theodore Goodnow, Andrew Goodnow and Charles Goodnow, three brothers killed in action during the Civil War; (ii) the softball field located at 441 Bolton Street in honor of Lance Corporal Richard Demers, a United States Marine, killed in action during the Vietnam War and **to postpone** (iii) the naming of the baseball field located at 25 Union Street after Disbursing Clerk 2nd Class Harold Cole. The Chair called the Roll: All in favor – Motion carries. 3-0

Roll Call: Oram/Yes; Perlman/Yes; Navin/Yes

Motion made and seconded to adjourn. The Chair called the Roll: All in favor

Roll Call: Oram/Yes; Perlman/Yes; Navin/Yes

Meeting Adjourned at 6:46PM

Suspension of the Rules requested – granted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Application for Special Permit by Vedi Naturals, LLC to operate an Adult Use Marijuana Retail Establishment, 505 Boston Post Road West (Twin Boro Crossing), refer to the **CITY SOLICITOR TO BE PLACED IN PROPER LEGAL FORM FOR THE AUGUST 24, 2020 COUNCIL MEETING**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That there being no objection thereto set **MONDAY AUGUST 24, 2020** as the **DATE FOR PUBLIC HEARING**, on the Proposed Amendment to the Code of the City of Marlborough, Chapter 540 "Solid Waste", making changes to the Resident Drop-Off Facility operations and associated fees, **ORDERED ADVERTISED**; adopted.

ORDERED: That the Job Descriptions as updated for the Finance Director/Treasurer and Auditor positions as submitted by the Mayor, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED There being no further business, the regular meeting of the City Council is herewith adjourned at 11:12 PM; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.



IN CITY COUNCIL

Marlborough, Mass., JULY 20, 2020

ORDERED:

That there being no objection thereto set **MONDAY AUGUST 24, 2020** as the **DATE FOR PUBLIC HEARING**, on the Proposed Amendment to the Code of the City of Marlborough, Chapter 540 "Solid Waste", making changes to the Resident Drop-Off Facility operations and associated fees, be and is herewith **ORDERED ADVERTISED** as follows:

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

- I. By amending Chapter 540 ("Solid Waste"), Article II ("Transfer Stations") by deleting the words "Transfer Stations" in the title and replacing it with the words: "Resident Drop-Off Facility".
- II. By amending Chapter 540, Section 540-16, entitled "Provision for Station", as follows (new text shown as underlined, deleted text shown as ~~striketrough~~):

§ 540-16 Provision for ~~station~~ resident drop-off facility.

The City shall provide, either by contract or otherwise, a ~~transfer station~~ resident drop-off facility for the ~~disposal of solid waste~~ drop-off and transfer of residential solid waste and residential recycling, and may include residential compost, generated within the City.

- III. By amending Chapter 540, Section 540-17, entitled "Use of landfill", as follows (new text shown as underlined, deleted text shown as ~~striketrough~~):

§ 540-17 Use of landfill.

~~Upon establishment of a transfer station,~~ The Hudson Street landfill will be closed to public use. Further use of said landfill facility by the public will only be allowed under emergency conditions by the Department of Public Works or as otherwise approved by the City Council.

- IV. By amending Chapter 540, Section 540-18, entitled "Definitions", by deleting the existing section in its entirety and replacing it with the following:

§ 540-18 Definitions.

For the purposes of this article, the following words and phrases shall have the meaning respectively ascribed to them by this article:

RESIDENTIAL COMPOST: Discarded organic material such as yard trimmings, kitchen scraps, wood shavings, cardboard and paper that is converted to compost, which can be used for soil improvement or as a fertilizer.

RESIDENTIAL RECYCLING: Discarded material that can be converted into reusable material as defined by the Massachusetts Department of Environmental Protection.



IN CITY COUNCIL

Marlborough, Mass., JUNE 22, 2020

ORDERED:

PAGE 2

RESIDENTIAL SOLID WASTE: Discarded material that is usual to housekeeping, which is not recycling or hazardous waste as defined by the Massachusetts Department of Environmental Protection.

- V. By amending Chapter 540, Section 540-19, entitled "Stickers", by deleting the existing section in its entirety and replacing it with the following:

§ 540-19 Stickers; Use of Resident-Drop Off Facility

- (A) The resident drop-off facility shall be for the sole use of residents of the City of Marlborough. The department of public works shall issue permits in the form of stickers to be attached to each vehicle window. The department of public works shall adopt regulations for the administration of the resident drop-off facility consistent with this section.
- (B) Entrance for the use of the resident drop-off facility shall only be allowed to vehicles displaying a proper window sticker affixed to the lower, front corner of the driver's side window. Said permit shall allow use of the facility on an annual basis, from July 1 through June 30 of each year, as follows:
- (1) Residential Solid Waste / Residential Recycling Standard Sticker: \$50 annual fee. This sticker permits a maximum of 50 household bags of residential solid waste and 6 pay items.
 - (2) Residential Recycling Only Sticker: No fee.
 - (3) Senior Citizens (Age 65 and older) and Disabled American Veterans Sticker: No fee. This sticker permits a maximum of 50 household bags of residential solid waste and 4 pay items.
 - (4) Sticker Upgrades: Purchasable in \$100 increments for an additional 4 pay items. 12 household bags of residential solid waste are considered 1 pay item.
 - (5) For purposes of this subsection, Pay Items are items such as electronics, appliances and bulk waste.

- VI. By deleting Chapter 540, Sections 540-20, 540-21, and 520-22 in their entirety.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ADOPTED

ORDER NO. 20-1008042A



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 AUG 12 P 4:55

Marlborough City Council
Robert J. Tunnera
Michael H. Ossing
140 Main Street
Marlborough, Massachusetts 01752
(508) 460-3711 TDD (508) 460-3610

August 12, 2020

Honorable Members
Marlborough City Council
City Hall
Marlborough, MA 01752

Re: Municipal Aggregation – Inspire Energy Contract Extension Through January 2024

Dear Honorable Members:

In accordance with Order No.19-1007578B, this correspondence informs the City Council that the Ad-Hoc Municipal Aggregation Committee has approved a “blend and extend” contract extension with Inspire Energy. This contract extension accomplishes the following:

- Extends the current contract end date from November 2021 to January 2024.
- Lowers the current rate from 0.09690 \$/kW-hr to 0.09390 \$/kW-hr effective August 2020 meter reads and is fixed for the duration of the contract.
- Provides 100% Green Product through National Wind Renewable Energy Certificates (RECs).
- Provides stability and predictability and on a yearly average, projected to be lower than the anticipated National Grid Fixed Basic Service Rates during the same period.

An example of the savings for the next three months using the lower Inspire Energy rate for August 2020 to October 2020:

- National Grid Fixed Basic Service Rate = 0.09898 \$/kWh (effective April 2020 through October 2020)
- Current Inspire rate = 0.09690 \$/kWh
- New Inspire Rate = 0.09390 \$/kWh
- Assuming residential usage of 600 kW per month
- $0.09690 - 0.09390 = .003$ \$/kW-hr
- $.003$ \$/kW-hr x 600 kW-hr/Month = \$1.80 per month or \$5.40 over the three-month period

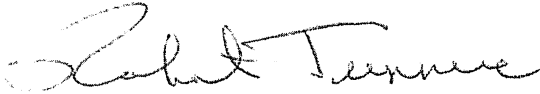
In the first five months on the Inspire Energy contract (November 2019 to March 2020), the residents of Marlboro participating in the Municipal Aggregation program have saved over

\$1,760,000 and having the benefit of knowing the power consumed is from a 100% green product – Wind!

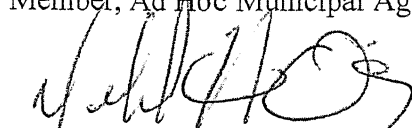
This information will appear on the City website when Colonial Power has the new rates posted in August 2020 along with a mailing (postcard) describing the new rates to all residents in the program.

As Councilors, you can take pride in your decision to support Municipal Aggregation as we are saving our residents money on their electricity bills.

Sincerely,

A handwritten signature in black ink, appearing to read "Robert Tunnera".

Robert J. Tunnera
Member, Ad Hoc Municipal Aggregation Committee

A handwritten signature in black ink, appearing to read "Michael H. Ossing".

Michael H. Ossing
Chairman Ad Hoc Municipal Aggregation Committee



City of Marlborough

Office of the Mayor

Arthur G. Vigeant
MAYOR

Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610
www.marlbrough-ma.gov

RECEIVED
CITY OF MARLBOROUGH
MAYOR'S OFFICE

2020 AUG 20 A 11:26

August 20, 2020

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

Re: Transfer Request – Capital Improvement

Honorable President Ossing and Councilors:

I have enclosed a transfer request for your review and approval for \$2,500,000.00 to fund various projects, upgrades, and new equipment. This package, comprised of transfers from free cash, continues our investments into our infrastructure and assets while keeping in mind the challenges we face due to the outbreak of COVID-19. I have attached the updated Capital Improvement Plan.

A large portion of this transfer from free cash will fund vehicle and equipment upgrades at the Department of Public Works, Marlborough Police, and Marlborough Fire. Below you will find a brief description regarding capital improvement item requests.

- \$65,250 for the Marlborough Fire Department to replace 1/5th of the department's inventory of Personal Protective Equipment (PPE). This request is based on a fixed schedule to replace 75 sets of gear over five years at 15 sets per year at \$4,350 per set.
- \$65,000 for Public Facilities to set up camera systems at the two-fire stations. Additional security cameras aide in the safety of employees and visitors.
- In addition to our annual mills and overlay efforts, we are investing \$1,930,810 million to fund the milling and overlaying of various streets, furthering our commitment to city streets and infrastructure.
- \$218,000 for the Marlborough Police Department to replace four Police Cruisers and the communications equipment within. This is part of an annual rotating investment to ensure the quality of our municipal and law enforcement vehicles.
- \$220,940.00 for a new Freightliner and Lift as the "bucket truck" used to handle tree emergencies is past its useful life. This is a major piece of equipment used during weather events.

I will be available along with City department heads to discuss these requests in further detail. In the meantime, please do not hesitate to contact me with any questions.

Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant
Mayor

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Various

FISCAL YEAR: 2021

FROM ACCOUNT:

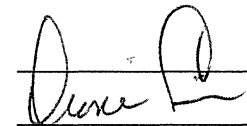
TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$5,580,425.00</u>	<u>\$2,500,000.00</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$65,250.00</u>	<u>19300006</u>	<u>58512</u>	<u>Capital Outlay-Fire</u>	<u>\$0.00</u>
	Reason:	<u>To fund various capital requests</u>				<u>Personal Protective Equipment</u>			
					<u>\$65,000.00</u>	<u>19300006</u>	<u>58467</u>	<u>Capital Outlay-Public Facilities</u>	<u>\$0.00</u>
						<u>Cameras at 2 Fire Stations</u>			
					<u>\$218,000.00</u>	<u>19300006</u>	<u>58593</u>	<u>Capital Outlay-Police</u>	<u>\$0.00</u>
	Reason:					<u>Cruisers and Radios</u>			
					<u>\$1,930,810.00</u>	<u>19300006</u>	<u>58514</u>	<u>Capital Outlay-DPW Projects</u>	<u>\$0.00</u>
	Reason:					<u>Overlay and Mill work various roads</u>			
					<u>\$220,940.00</u>	<u>19300006</u>	<u>58731</u>	<u>Capital Outlay-DPW Equipment</u>	<u>\$0.00</u>
	Reason:					<u>Freightliner w/lift</u>			
	Reason:								
	<u>\$2,500,000.00</u>	<u>Total</u>			<u>\$2,500,000.00</u>	<u>Total</u>			

Department Head signature:

Auditor signature:

Comptroller signature:



CITY OF MARLBOROUGH FIVE YEAR CAPITAL PLAN

			FY 2021		FY 2022		FY 2023		FY 2024		FY 2025		FY Future Years	
Department	Item	Grand Total	Amount	Source	Amount	Source	Amount	Source	Amount	Source	Amount	Source	Amount	Source
<u>Information Technology</u>														
	Fireall Support & Updated Contract Renewals		80,000	D										
	ISCSI Switch Project				30,000	D								
	City Backbone Switch Expansion				10,000	D								
	Virtual Machine Project				25,000	D								
	City WIFI Project						30,000	D						
	City Security Camera Update Project								50,000	D				
	Total - Information Technology	225,000	80,000		65,000		30,000		50,000					
<u>Fire Department</u>														
	Personnel Protective Equipment		65,250	C	67,208	A	69,224	A	73,439	A	75,643	A		
	Fire Ladder Truck		1,400,000	B									2,000,000	B
	Land For New Fire Station													
	Light Duty Squad Truck				206,000	C								
	City-Wide Communication Infrastructure				1,263,424	B	264,246	B	814,962	B	738,355	B		
	Total - Fire Department	7,037,750	1,465,250		1,536,631		333,470		888,402		813,998		2,000,000	
<u>Police Department</u>														
	Duty Issued Firearms, Shotguns & Holsters		10,000	A	10,300	A	10,609	A	10,927	A	11,255	A		
	Cruiser & Portable Radios				384,090	C	395,613	C						
	Police Vehicle Replacement		234,000	A	241,020	A	248,251	A	255,698	A	263,369	A		
	Electrical Weapons		11,508	C										
	Station Locker Room Equipment												90,000	C
	Total - Police Department	2,176,640	255,508		635,410		654,472		266,625		274,624		90,000	
<u>City Clerk</u>														
	Election Equipment		49,500	C	7,500	C	7,500	C						
	Total - City Clerk	64,500	49,500		7,500		7,500		-		-		-	
<u>Source</u>														
			Gen Fund Budget	A	Free Cash	C	W / S Budget	E	Chapter 90	G	CDBG	I		
			Gen Fund Bond	B	PEG Funds	D	W / S Bond	F	Fed & State Grants	H	Other	J		
Page 1														

CITY OF MARLBOROUGH FIVE YEAR CAPITAL PLAN

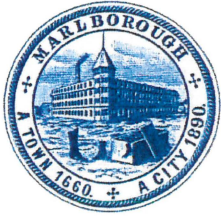
			FY 2021		FY 2022		FY 2023		FY 2024		FY 2025		FY Future Years	
Department	Item	Grand Total	Amount	Source	Amount	Source	Amount	Source	Amount	Source	Amount	Source	Amount	Source
Department of Public Works														
Facilities:	City Hall Bell Tower Maonary				400,000	B								
	City Hall Roof / Skylight				500,000	B								
	Library - City Share				6,900,000	B	6,900,000	B						
	Library - Grant				5,000,000	H	5,000,000	H						
	MS Bathroom Partition				100,000	C								
	Energy Efficiency Upgrade				100,000	C								
	Hildrith School Roof				450,000	B								
	Sub-Total	25,350,000	-		13,450,000		11,900,000		-		-		-	
Mill And Overlay:	Burns, Conrad, Fltnn, Foley, Harley, McGee,		500,000	C	1,000,000	B	1,000,000	B	1,000,000	B	1,000,000	B		
	Jordan, Ripley, Tucker, Dowley & Kinder General Road Work		1,300,000	G	1,300,000	G	1,300,000	G	1,300,000	G	1,300,000	G		
	Sub-Total	11,000,000	1,800,000		2,300,000		2,300,000		2,300,000		2,300,000		-	
Equipment:	6 Whl / Sander w/Plow				217,448	C								
	10 Wheel Dump / Sander w/Plow & Wing						273,886	C						
	Freightliner M2 106 w/Veralift V02870 Rear Mt Lift								220,940	C				
	F350 4X4 Utility w/Plow,Lift Gate				66,504	C								
	F350 4X4 Utility w/Plow,Lift Gate						66,504	C						
	F350 4X4 Utility w/Plow								52,000	C				
	Trackless MT7 w/V Plow, Blower, Sander, Spay Tank										160,565	C		
	10,000 Enclosed Trailer for Mowers 9, may need 2										14,350	C		
	10 Ton Trailer for Larger Skid Steer										15,859	C		
	Enclosed Trailer For Emergency Response										11,000	C		
	Nissan Leaf Plug In, Electric										29,752	C		
	Nissan Leaf Plug In, Electric										29,752	C		
		Sub-Total	1,158,560	-		283,952		340,390		272,940		261,278		-
Sewer:	Pump Station Broadmeadow		750,000	F										
	Sudbury Street Sewer - Phase V		1,500,000	F										
	Upgrade SCADA West Plant		30,000	E										
	Sub-Total	2,280,000	2,280,000		-		-		-		-		-	

Source	Gen Fund Budget	A	Free Cash	C	W / S Budget	E	Chapter 90	G	CDBG	I				
	Gen Fund Bond	B	PEG Funds	D	W / S Bond	F	Fed & State Grants	H	Other	J				

CITY OF MARLBOROUGH FIVE YEAR CAPITAL PLAN														
			FY 2021		FY 2022		FY 2023		FY 2024		FY 2025		FY Future Years	
Department	Item	Grand Total	Amount	Source	Amount	Source	Amount	Source	Amount	Source	Amount	Source	Amount	Source
Department of Public Works														
Water:	Walker St Main At Culvert		350,000	F										
	Bigelow St Main at Culvert		300,000	F										
	Gate Valve Replacement		150,000	F										
	Kirby St Water Main / Drainage		750,000	F										
	Upgrada SCADA for Tanks		30,000	E										
	Rt 20 East Water Main				4,000,000	F								
	Cedar Hill Pump Station		500,000	F										
	Sub-Total	6,080,000	2,080,000		4,000,000		-		-		-		-	
Parks:	Ghiloni Park												1,000,000	B
	Resurface Wading Pool		125,000	(J)Meal										
	Williams Street Ballfield Upgrade		300,000	(J)Meal										
	City Hall Plaza		75,000	(J)Meal										
	Sub-Total		500,000		-		-		-		-		1,000,000	
Reconstruction:	Bolton, & Lincoln Streets, Donald Lynch Blvd		2,500,000	C	4,000,000	B	4,000,000	B	4,000,000	B	4,000,000	B		
	Sub-Total	18,500,000	2,500,000		4,000,000		4,000,000		4,000,000		4,000,000		-	
	Total - Public Works	65,868,560	9,160,000		24,033,952		18,540,390		6,572,940		6,561,278		1,000,000	
Grand Total		75,372,450	11,010,258		26,278,493		19,565,832		7,777,967		7,649,900		3,090,000	
Source			Gen Fund Budget	A	Free Cash	C	W / S Budget	E	Chapter 90	G	CDBG	I		
			Gen Fund Bond	B	PEG Funds	D	W / S Bond	F	Fed & State Grants	H	Other	J		
Page 3														

CITY OF MARLBOROUGH FIVE YEAR CAPITAL PLAN

Summary By Department	Grand Total	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY Future Years
		Amount	Amount	Amount	Amount	Amount	Amount
Information Technology	225,000	80,000	65,000	30,000	50,000	-	-
Fire Department	7,037,750	1,465,250	1,536,631	333,470	888,402	813,998	2,000,000
Police Department	2,176,640	255,508	635,410	654,472	266,625	274,624	90,000
City Clerk	64,500	49,500	7,500	7,500	-	-	-
Public Works	65,868,560	9,160,000	24,033,952	18,540,390	6,572,940	6,561,278	1,000,000
Grand Total	75,372,450	11,010,258	26,278,493	19,565,832	7,777,967	7,649,900	3,090,000
Summary By Source	Grand Total	FY 2021	FY 2022	FY 2023	FY 2024	FY 2025	FY Future Years
		Amount	Amount	Amount	Amount	Amount	Amount
Gen Fund Budget	1,580,942	244,000	318,528	328,083	340,065	350,267	3,000,000 90,000
Gen Fund Bond	42,630,987	1,400,000	14,513,424	12,164,246	5,814,962	5,738,355	
Free Cash	5,575,521	3,126,258	1,081,542	743,503	272,940	261,278	
REG Funds	225,000	80,000	65,000	30,000	50,000		
W / S Budget	60,000	60,000	-	-	-		
W / S Bond	8,300,000	4,300,000	4,000,000	-	-		
Chapter 90	6,500,000	1,300,000	1,300,000	1,300,000	1,300,000	1,300,000	
Fed & State Grants	10,000,000	-	5,000,000	5,000,000			
DBG	-	-	-	-			
Other	500,000	500,000		-			
Grand Total	75,372,450	11,010,258	26,278,493	19,565,832	7,777,967	7,649,900	3,090,000



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

RECEIVED
CLERK'S OFFICE
CITY OF MARLBOROUGH

Arthur G. Vigeant
MAYOR

Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: Transfer Request – Sick Leave Buy Back

Honorable President Ossing and Councilors:

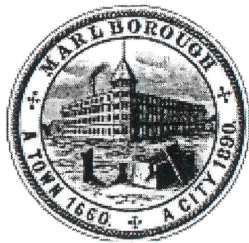
Please find enclosed for your review and approval a transfer request in the amount of \$27,775.00 to fund the sick leave buy back for three retirees in the Department of Public Works and Fire Department. This transfer would move the funds from the reserve for salaries to the sick leave buy back account.

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

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



CITY OF MARLBOROUGH

Office of the City Auditor

140 Main St.

Marlborough, MA 01752

August 13, 2020

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

RE: Various Departments Transfer Request

Enclosed herewith is a transfer request to fund Sick Leave Buy Back owed to three individuals that recently retired from the DPW and the Fire Department.

Please contact me if you should have any further questions regarding this information.

Sincerely,

Diane Smith
City Auditor

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Various

FISCAL YEAR: 2021

FROM ACCOUNT:

TO ACCOUNT:

Available
Balance

Amount

Org Code

Object

Account Description:

Amount

Org Code

Object

Account Description:

Available
Balance

\$104,035.00

\$27,775.00

11990006

57820

Reserve for Salaries

\$19,775.00

14001303

51920

Sick Leave Buy Back

\$0.00

Reason:

Sick Leave Buy Back due to retirements

\$3,000.00

60080003

51920

Sick Leave Buy Back

\$0.00

\$5,000.00

12200003

51920

Sick Leave Buy Back

\$149,045.00

Reason:

Reason:

Reason:

\$27,775.00

Total

\$27,775.00

Total

Department Head signature:

Auditor signature:

Comptroller signature:

June 2



City of Marlborough
Office of the Mayor

140 Main Street

Marlborough, Massachusetts 01752

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

www.marlborough-ma.gov

Arthur G. Vigeant

MAYOR

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Nathan R. Boudreau

EXECUTIVE AIDE

2020 AUG 20 11:16

Patricia Bernard

EXECUTIVE SECRETARY

August 20, 2020

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

Re: Grant Acceptance – Community Compact Best Practices Grant Program

Honorable President Ossing and Councilors:

I am pleased to submit for your acceptance a grant of \$27,500 from the Commonwealth of Massachusetts Executive Office of Administration and Finance as part of their Community Compact Best Practices Grant Program. This money was awarded to assist the Office of Human Resources with succession planning and training for city positions we see becoming vacant in the coming years. We appreciate the Commonwealth of Massachusetts Executive Office of Administration and Finance's support.

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

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Mayor's Office DATE: 8/20/2020

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Nathan Boudreau

NAME OF GRANT: Community Compact Best Practices Grant

GRANTOR: Executive Office of Administration and Finance

GRANT AMOUNT: \$27,500

GRANT PERIOD: FY20 - FY21

SCOPE OF GRANT/
ITEMS FUNDED Professional assistance with sussion planning

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT?

ARE MATCHING CITY
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO CITY?

No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: No

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



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

City of Marlborough Community Compact Best Practices Grants – Scopes of Work

Best Practice: Identify a business process that is inefficient and not meeting the expectations of key stakeholders, perform an analysis, and develop a plan to better meet the needs of stakeholders and more effectively leverage technology.

The City seeks a consultant to assess internal processes associated with its Accela solutions to identify areas of inefficiency and/or ineffectiveness and opportunities for improvement. A point-person from the City's IT Department will be closely involved throughout the process so that there is a City employee with a holistic understanding of the Accela solutions. First, the consultant shall perform an analysis of how the Accela solutions are currently used by City staff. This will include interviews with users, in-person or virtual shadowing of users, review of standard reports used by management, and data analysis. Based on the findings, the consultant will identify knowledge gaps and training opportunities for users. The consultant will design and implement a plan for the provision of recommended training. This may include evaluating and adapting the vendor's available resources, developing resources and creating custom training materials, connecting with other municipal clients to seek existing training materials, or liaising with the vendor for custom training. (The vendor may charge for this service.) In addition, based on the findings of the initial analysis, the consultant will make recommendations for process improvements, enhanced use of the Accela solutions, and/or new or improved reporting tools. The consultant will create any recommended new or improved reports for use by management. The estimated budget for this project is \$17,500.

Best Practice: Prepare a Succession Plan to help address the pending wave of retirements that will challenge a municipality's ability to maintain service levels and utilize expertise and experience of mature workers through consulting or mentorship programs.

The City seeks a consultant to develop a succession plan for up to ten select senior staff positions due to pending, anticipated, or eligible retirements in the near- and medium-term. The consultant will review and assess the organizational structure of the City, job descriptions of select senior positions, any relevant collective bargaining agreement language, and history regarding the promotional process. Interviews with senior staff about their job descriptions and the skills and experiences necessary for success, as well as discussion about past challenges with succession and/or promotion will be conducted. The consultant may make recommendations regarding changes to structure, job descriptions, or promotional practices, some of which may require impact bargaining with a union. The consultant will document any pending, anticipated, and eligible retirements amongst the senior staff and assess the readiness of potential successors within the various departments, including education, experience, training, tenure, supervisory and leadership skills, and career aspirations. In addition, the consultant will determine the readiness gaps amongst the potential successors and define the training and/or skills needed to close those gaps. The consultant will develop individual development plans for potential successors for select senior staff positions to include recommendations for training, mentoring, skills development, etc. Finally, the consultant will deliver customized supervisory and leadership development in a small group setting (up to 20 individuals) for potential successors. The estimated budget for this project is \$27,500.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Marlborough (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4, T&C): 140 Main Street, Marlborough, 01752		Business Mailing Address:	
Contract Manager: Nathan Boudreau		Billing Address (if different):	
E-Mail: nathan.boudreau@marlborough-ma.gov		Contract Manager: Frank Gervasio	
Phone: 508-460-3770	Fax:	E-Mail: gervasiof@dor.state.ma.us	
Contractor Vendor Code: VC6000192112		Phone: 617-626-2345	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address ID must be set up for <u>EFT</u> payments.)		MMARS Doc ID(s):	
RFR/Procurement or Other ID Number:			

<p style="text-align: center;"><u>X NEW CONTRACT</u></p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> <p>Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____. (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</p> <p><input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)</p>
--	--

The following **COMMONWEALTH TERMS AND CONDITIONS** (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract.

☒ Commonwealth Terms and Conditions ☐ Commonwealth Terms and Conditions For Human and Social Services

COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

☐ Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

☒ Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 27,500.

PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___ % PPD; Payment issued within 15 days ___ % PPD; Payment issued within 20 days ___ % PPD; Payment issued within 30 days ___ % PPD. If PPD percentages are left blank, identify reason: ☒ agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 142 of the Acts of 2019, Section 2, Item 1599-0026, to the City of Marlborough for the costs associated with the development of a succession plan for the City's senior staff.

ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

☒ 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.

☐ 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.

☐ 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

CONTRACT END DATE: Contract performance shall terminate as of two (2) years from the signing date of the contract with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>6/19/2020</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur G. Vigeant</u> Print Title: <u>Mayor</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>[Signature]</u> Date: <u>6/24/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>
--	--

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

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



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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

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

CERTIFICATIONS AND EXECUTION

See [Department Head Signature Authorization Policy](#) and the [Contractor Authorized Signatory Listing](#) for policies on Contractor and Department signatures.

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

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

GRANT AGREEMENT

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

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed **\$27,500** authorized under Chapter 142 of the Acts of 2019, Section 2, Item 1599-0026 ["Act"] to the City of Marlborough for the costs associated with the development of a succession plan for the City's senior staff. ["Project"].

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

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

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the City of Marlborough is for the costs associated with the development of a succession plan for the City's senior staff. The funds will allow the City to hire a consultant to develop the plan, which will address pending retirements. As part of the plan's development, the consultant will review and assess the organizational structure of the City, current job descriptions, applicable collective bargaining agreements, and current promotion-related practices. The consultant will assess the readiness of potential successors, prepare professional growth plans, and hold leadership development sessions for those potential successors.

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

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 142 of the Acts of 2019, Section 2, Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$17,500** will be disbursed to the Grantee within 45 days of execution of the grant contract.

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

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

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

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

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

SECTION 3. REPORTING

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

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

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

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

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

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

SECTION 6. AMENDMENTS

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

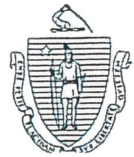
SECTION 7. SEVERABILITY OF PROVISIONS

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

#####

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May
2004



CONTRACTOR LEGAL NAME: CITY OF MARLBOROUGH
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192111

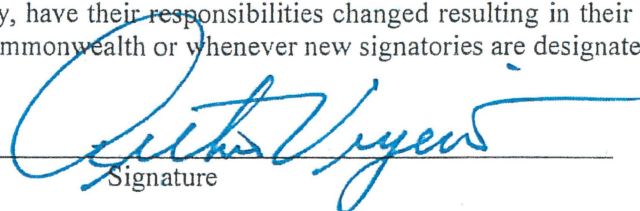
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Arthur G. Vigeant	Mayor

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


Signature

Date: 6/19/2020

Title: Mayor

Telephone: 508-460-3770

Fax: 508-460-3698

Email: mayor@marlborough-ma.gov

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: CITY OF MARLBOROUGH
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192111

PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type): Arthur G. Vigeant

Title: Mayor

X

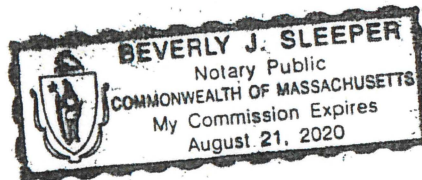
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

June 19, 20 20

My commission expires on:



AFFIX NOTARY SEAL

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

_____, 20 ____

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

CONTRACTOR AUTHORIZED SIGNATORY: _____

Print Name: Arthur G. Vigeant

Title: Mayor

Date: June 19, 2020

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: City of Marlborough

Doing Business As: Name (If Different): _____

Tax Identification Number: 0 4 6 0 0 1 3 9 9

Address: 140 Main Street, Marlborough, MA 01752

Telephone: 508-460-3770

FAX: 508-460-3698

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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



City of Marlborough
Office of the Mayor

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

Arthur G. Vigeant
MAYOR

Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: Grant Acceptance – Community Compact Best Practices Grant Program

Honorable President Ossing and Councilors:

I am pleased to submit for your acceptance a grant of \$17,500 from the Commonwealth of Massachusetts Executive Office of Administration and Finance as part of their Community Compact Best Practices Grant Program. This money was awarded to assist the City with the identifying areas of inconsistency with our permitting program, Accela. Additionally, Employees will be trained in the intergration and best uses of the system. We appreciate the Commonwealth of Massachusetts Executive Office of Administration and Finance's support.

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

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Mayor's Office DATE: 8/20/2020

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Nathan Boudreau

NAME OF GRANT: Community Compact Best Practices Grant

GRANTOR: Executive Office of Administration and Finance

GRANT AMOUNT: \$17,500

GRANT PERIOD: FY20 - FY21

SCOPE OF GRANT/
ITEMS FUNDED Professional assistance with Accela Solutions

IS A POSITION BEING
CREATED: No

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

ARE MATCHING CITY
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO CITY?

No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: No

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



EDWARD J. COLLINS, JR. CENTER FOR PUBLIC MANAGEMENT
JOHN W. McCORMACK GRADUATE SCHOOL OF POLICY AND GLOBAL STUDIES
UNIVERSITY OF MASSACHUSETTS BOSTON

100 Morrissey Boulevard
Boston, MA 02125-3393
P: 617.287.4824
F: 617.287.5566
mccormack.umb.edu/centers/cpm
collins.center@umb.edu

City of Marlborough Community Compact Best Practices Grants – Scopes of Work

Best Practice: Identify a business process that is inefficient and not meeting the expectations of key stakeholders, perform an analysis, and develop a plan to better meet the needs of stakeholders and more effectively leverage technology.

The City seeks a consultant to assess internal processes associated with its Accela solutions to identify areas of inefficiency and/or ineffectiveness and opportunities for improvement. A point-person from the City's IT Department will be closely involved throughout the process so that there is a City employee with a holistic understanding of the Accela solutions. First, the consultant shall perform an analysis of how the Accela solutions are currently used by City staff. This will include interviews with users, in-person or virtual shadowing of users, review of standard reports used by management, and data analysis. Based on the findings, the consultant will identify knowledge gaps and training opportunities for users. The consultant will design and implement a plan for the provision of recommended training. This may include evaluating and adapting the vendor's available resources, developing resources and creating custom training materials, connecting with other municipal clients to seek existing training materials, or liaising with the vendor for custom training. (The vendor may charge for this service.) In addition, based on the findings of the initial analysis, the consultant will make recommendations for process improvements, enhanced use of the Accela solutions, and/or new or improved reporting tools. The consultant will create any recommended new or improved reports for use by management. The estimated budget for this project is \$17,500.

Best Practice: Prepare a Succession Plan to help address the pending wave of retirements that will challenge a municipality's ability to maintain service levels and utilize expertise and experience of mature workers through consulting or mentorship programs.

The City seeks a consultant to develop a succession plan for up to ten select senior staff positions due to pending, anticipated, or eligible retirements in the near- and medium-term. The consultant will review and assess the organizational structure of the City, job descriptions of select senior positions, any relevant collective bargaining agreement language, and history regarding the promotional process. Interviews with senior staff about their job descriptions and the skills and experiences necessary for success, as well as discussion about past challenges with succession and/or promotion will be conducted. The consultant may make recommendations regarding changes to structure, job descriptions, or promotional practices, some of which may require impact bargaining with a union. The consultant will document any pending, anticipated, and eligible retirements amongst the senior staff and assess the readiness of potential successors within the various departments, including education, experience, training, tenure, supervisory and leadership skills, and career aspirations. In addition, the consultant will determine the readiness gaps amongst the potential successors and define the training and/or skills needed to close those gaps. The consultant will develop individual development plans for potential successors for select senior staff positions to include recommendations for training, mentoring, skills development, etc. Finally, the consultant will deliver customized supervisory and leadership development in a small group setting (up to 20 individuals) for potential successors. The estimated budget for this project is \$27,500.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Marlborough (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office for Administration and Finance MMARS Department Code: ANF	
Legal Address: (W-9, W-4,T&C): 140 Main Street, Marlborough, 01752		Business Mailing Address:	
Contract Manager: Nathan Boudreau		Billing Address (if different):	
E-Mail: nathan.boudreau@marlborough-ma.gov		Contract Manager: Frank Gervasio	
Phone: 508-460-3770	Fax:	E-Mail: gervasiof@dor.state.ma.us	
Contractor Vendor Code: VC6000192112		Phone: 617-626-2345	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001. (Note: The Address Id must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<input checked="" type="checkbox"/> NEW CONTRACT PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$ <u>17,500</u> .			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ____ % PPD; Payment issued within 15 days ____ % PPD; Payment issued within 20 days ____ % PPD; Payment issued within 30 days ____ % PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ____ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ____ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Community Compact Grant: This award is being made through the Community Compact Grant Program, authorized by Chapter 142 of the Acts of 2019, Section 2, Item 1599-0026, to the City of Marlborough for the costs associated with the evaluation of the City's use of Accela-based solutions.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of two (2) years from the signing date of the contract with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (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 Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>Arthur E. Vigant</u> Date: <u>6/28/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur E. Vigant</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u>Sean Cronin</u> Date: <u>6/30/20</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Sean Cronin</u> Print Title: <u>DOR Senior Deputy Commissioner for Local Services</u>	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

NEW CONTRACTS (left side of Form):

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

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

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

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

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

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

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

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

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

CONTRACT AMENDMENT (Right Side of Form)

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

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

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

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

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

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

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

COMMONWEALTH TERMS AND CONDITIONS

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

COMPENSATION

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

PAYMENTS AND PROMPT PAY DISCOUNTS

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

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

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

ANTICIPATED START DATE

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

CONTRACT END DATE

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

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

CERTIFICATIONS AND EXECUTION

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

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

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

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

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

CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

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

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

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

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

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

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

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

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

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

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

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

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

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

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

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

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

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

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

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

EXECUTIVE ORDERS

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

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

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

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

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

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

For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth Information Technology Division's Security Policies. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies") (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

Executive Orders 523, 524 and 526. Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.

GRANT AGREEMENT

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

PRELIMINARY STATEMENT

The Grantee desires to obtain funding from EOAF in the amount not to exceed **\$17,500** authorized under Chapter 142 of the Acts of 2019, Section 2, Item 1599-0026 ["Act"] to the City of Marlborough for the costs associated with the evaluation of the City's use of Accela-based solutions. ["Project"].

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

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

SECTION 1. PROJECT SCOPE

The scope of the Project to be funded under the EOAF Grant to the City of Marlborough is for the costs associated with the evaluation of the City's use of Accela-based solutions. The funds will allow the City to hire a consultant to perform an analysis of how the City's Accela solutions are currently utilized and identify related process improvements and other efficiencies to be gained. The consultant's work will result in enhanced use of the City's Accela solutions and/or improved reporting abilities.

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

SECTION 2. DISBURSEMENT OF EOAF GRANT

2.1 Disbursement of the EOAF Grant under this Agreement shall be made pursuant to Chapter 142 of the Acts of 2019, Section 2, Item 1599-0026; and any other information EOAF may require.

The full amount of the grant award, or **\$17,500** will be disbursed to the Grantee within 45 days of execution of the grant contract.

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

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

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

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

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

SECTION 3. REPORTING

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

SECTION 4. COMPLIANCE WITH ALL APPLICABLE LAWS/REGULATIONS

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

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

SECTION 5. INTEREST OF MEMBERS OR EMPLOYEES OF THE GRANTEE

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

SECTION 6. AMENDMENTS

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

SECTION 7. SEVERABILITY OF PROVISIONS

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

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COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: CITY OF MARLBOROUGH
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192111

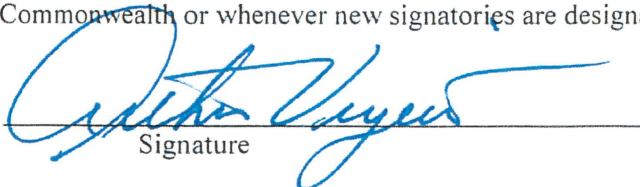
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In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

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

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

AUTHORIZED SIGNATORY NAME	TITLE
Arthur G. Vigeant	Mayor

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


Signature

Date: 6/19/20

Title: Mayor

Telephone: 508-460-3770

Fax: 508-460-3698

Email: mayor@marlborough-ma.gov

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

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

COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING

Issued May
2004



CONTRACTOR LEGAL NAME: CITY OF MARLBOROUGH
CONTRACTOR VENDOR/CUSTOMER CODE: VC6000192111

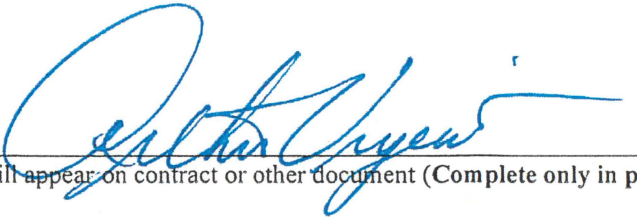
PROOF OF AUTHENTICATION OF SIGNATURE

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

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

Signatory's full legal name (print or type): Arthur G. Vigean

Title: Mayor

X 

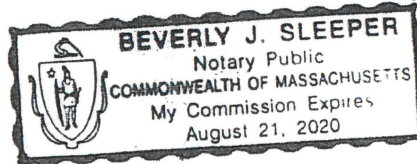
Signature as it will appear on contract or other document (Complete only in presence of notary):

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

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

June 19, 20 20.

My commission expires on:



AFFIX NOTARY SEAL

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

_____, 20 ____.

AFFIX CORPORATE SEAL



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

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

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

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

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

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



COMMONWEALTH TERMS AND CONDITIONS

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

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

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

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

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

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

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

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

CONTRACTOR AUTHORIZED SIGNATORY: _____

Print Name: Arthur G. Vigeant

Title: Mayor

Date: June 19, 2020

(Check One): ☒ Organization ☐ Individual

Full Legal Organization or Individual Name: City of Marlborough

Doing Business As: Name (If Different): _____

Tax Identification Number: 0 4 6 0 0 1 3 9 9

Address: 140 Main Street, Marlborough, MA 01752

Telephone: 508-460-3770

FAX: 508-460-3698

INSTRUCTIONS FOR FILING THE COMMONWEALTH TERMS AND CONDITIONS

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

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



City of Marlborough
Office of the Mayor

Arthur G. Vigeant
MAYOR

Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610
www.marlbrough-ma.gov

RECEIVED
CITY CLERK'S OFFICE
MARLBOROUGH
2020 AUG 20 A 11:25

August 20, 2020

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

Re: Grant Acceptance – Council on Aging

Honorable President Ossing and Councilors:

I am pleased to submit for your acceptance a grant from Baypath Elder Services to the Marlborough Council on Aging in the amount of \$5,000.00. This grant is to be used to assist in the transportation needs of Marlborough seniors due to the COVID-19 pandemic. These funds will help the Council on Aging continue transportation services that enhance the lives of Marlborough's seniors during these difficult times.

I appreciate Baypath Elder Services partnership with the City and know that Executive Director Trish Pope and her staff will put these funds to great use. I have included as attachments a letter from Ms. Pope and the notice of grant award forms.

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

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure



City of Marlborough
Council on Aging and Senior Center

40 New Street
Marlborough, Massachusetts 01752
Telephone (508) 485-6492 Facsimile (508) 460-3726

Patricia A. Pope
EXECUTIVE DIRECTOR

August 19, 2020

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

Re: BayPath CARES ACT Title IIIB funding for transportation

Dear Mayor Vigeant,

I am pleased to submit to you a grant award in the amount of \$5,000.00 from BayPath Elder Services. This grant is to be used to assist in the transportation needs of our seniors resulting from the COVID 19 Pandemic. We intend to use these funds to help meet the medical transportation needs of our seniors that, prior to COVID 19, were met by our FISH volunteer driving service. The FISH transportation program has been suspended until a vaccine is available.

I would like to thank BayPath Elder Services for this extremely important grant. I am available should you or any City Councilor have any questions.

Sincerely,

Patricia A. Pope
Patricia A. Pope
Executive Director

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: Council on Aging

DATE: August 18, 2020

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Patricia A. Pope

NAME OF GRANT: Transportation

GRANTOR: BayPath Elder Services

GRANT AMOUNT: \$5000.00

GRANT PERIOD: OCTOBER 1, 2019 – SEPTEMBER 30, 2020

SCOPE OF GRANT/ provide medical and other services transportation to seniors during COVID 19.

ITEMS FUNDED transportation costs

IS THERE A POSITION BEING CREATED: No

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

ARE CITY MATCHING FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO CITY? No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: As soon as possible

CARES ACT 2020 Transportation Grant

Memorandum of Understanding

Between

BayPath Elder Services, Inc. (BPES) and

City of Marlborough Council on Aging (Marlborough COA)

Funding under the CARES Act is granted to meet the need to maintain social distancing in the community, and adapting services and programs to support older adults and caregivers. In light of the Major Disaster Declaration (MDD) in Massachusetts, Administration on Community Living (ACL) has provided guidance that expenditures under Title III programs allow flexibility for providers to meet the needs of older adults and their caregivers within the shifting COVID-19 environment. The impact of COVID-19 pandemic on the already-challenged transportation network for older adults is a current issue seeking to be addressed. To that end, BPES is providing to the Marlborough COA CARES ACT Title IIIB funding for transportation related expenses, based on the terms presented below.

Term of Agreement:

- This MOU shall commence on or about August 15, 2020 and remain in effect until September 30, 2021 or when funding is exhausted, whichever is sooner.
- No local match or monthly accounting required. At the end of the Federal Fiscal Year 2021(September 30, 2021) or when the funds run out, whichever comes first, a full accounting on how the monies were spent will be required.
- The funding is limited to transportation related expenses as stated in the submitted Letter of Interest. Any changes in use of the funding must be approved by BPES staff prior to implementation, which approval shall not be unreasonably withheld.

Scope of Service:

- \$5000.00 to increase the number of rides provided by the COA mini-bus by adding to driver time/fuel costs.

Authority

Each person executing this agreement on behalf of BPES and Marlborough COA is an officer of that organization or authorized signatory, and that he or she is duly authorized to execute, acknowledge, and deliver this agreement (a copy of a resolution to that effect will be supplied to either party upon request).

Entire Agreement

This instrument contains the entire and exclusive agreement between the parties and supersedes and terminates all prior or contemporaneous arrangement, understandings and agreements, whether oral or written. This MOU may not be amended or modified, except in writing, by consent of both parties.


Governing Law and Severability


This MOU shall be governed by and interpreted in accordance with the laws of The Commonwealth of Massachusetts. If any provision of this MOU shall be determined to be invalid or unenforceable under applicable law, such provision shall, insofar as possible, be construed or applied in such manner as will permit enforcement; otherwise, this MOU shall be construed as if such provision had never been made part thereof.

Signed:

For BayPath Elder Services, Inc


Name



Title


Date

For City of Marlborough Council on Aging


Name


Title


Date



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2020 AUG 20 A 11:25
Arthur G. Vigeant
MAYOR
Nathan R. Boudreau
EXECUTIVE AIDE

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

Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: Michelle Andrade – Public Health Nurse

Honorable President Ossing and Councilors:

I am pleased to inform you of the newest addition to the City of Marlborough's Department of Public Health, Public Health Nurse Michelle Andrade. Michelle has been with the office as a Nurse Case Manager since March and has been an asset during the COVID-19 pandemic.

Ms. Andrade has served as a nurse in several capacities since 2015, most recently working as a Registered Nurse at Marlborough Hospital and a School Nurse at the Hildreth School. I believe this breadth of experience prepares her well to serve Marlborough residents as our Public Health Nurse.

Considering Ms. Andrade's experience, I would like to exercise Chapter 25 Section 125-10 of the Marlborough City Charter, which allows us due to special reasons and exceptional circumstances, to hire an employee at a rate exceeding the minimum rate prescribed for the group by the compensation schedule. I am recommending we hire Ms. Andrade at step two of the Public Health Nurse Salary Schedule, at \$69,793.31.

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

Sincerely,

Arthur G. Vigeant
Mayor

ORDERED:

Pursuant to City Ordinance Section 125-10, the Mayor is authorized to appoint Michelle Andrade as Public Health Nurse at the Step 2 rate (\$69,793.31), given the extensive experience which Ms. Andrade would bring to this position to the benefit of the City of Marlborough.

ADOPTED

In City Council

Order No. 20-

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:



City of Marlborough
Human Resources Department

140 MAIN STREET
MARLBOROUGH, MA 01752
TELEPHONE (508) 460-3705, FACSIMILE (508) 481-6354

LYNN T. DAVINE
HR DIRECTOR

MARY WARD
HR ASSISTANT

DIANE REGO
HR ADMIN. CLERK

July 30, 2020

Ms. Michelle Andrade
[REDACTED]
[REDACTED]

Dear Ms. Andrade:

The City of Marlborough would like to conditionally offer you the Public Health Nurse position, in the Board of Health Department. This position is contingent on an acceptable CORI check. As discussed, the salary for this position will be \$64,527.17 and benefits are also available. As discussed, the Mayor will petition the City Council to place you on Step 02, salary \$69,793.31. If your CORI is acceptable, your anticipated start date is August 17, 2020. Please contact my office to get the CORI paperwork completed.

Sincerely,

Lynn T. Davine
Human Resources Director

CC: John Garside, Director Board of Health

Michelle Andrade

Skills

- Registered Nurse
- Certified in CPR/BLS, and CNA
- Experience in Epic, Soarian, Maven, Meditech and Microsoft Office
- Adept multi-tasker, detail oriented, efficient and reliable team player
- Fluent in Portuguese

Education

Bachelor Degree in Science: Nurse Education
Elms College, Chicopee, MA

April, 2019

Associate Degree in Science: Nurse Education
Quinsigamond Community College, Worcester, MA

December, 2017

Work Experience

Nurse Case Manager

Department of Public Health, Marlborough, MA

March 2020-Present

- Initiates isolation or quarantine for positive COVID-19 patient's
- Completes an initial and ongoing patient assessment
- Advocates for the patient in all activities including nursing assessments, care coordination, and communication
- Act as team liaison between BOH and Marlborough Hospital
- Engages with families/responsible parties to collaborate on plan of care and discussion of the ongoing management of the patient's condition
- Coordinates care needs, as the point of contact for patient and caregiver
- Monitors patient progress against plan of care goals with an emphasis on patient care needs during transitions and health changes
- Monitors patient during admissions to hospital
- Educates patients and/or families/responsible parties on disease processes and ways to manage disease progression as independently as possible
- Discharges patients off isolation or quarantine per state protocols

School Nurse

Hildreth High School, Marlborough, MA

September 2019-Present

- Provided school health services in accordance to state laws
- Assessed and evaluated students to detect health needs
- Collaborated with physicians and mid-level providers regarding medical findings
- Referred students and/or parents to specialized health sources and community agencies
- Assisted parents with healthcare resources
- Provides tele-health for student during COVID-19

Registered Nurse

Marlborough Hospital, Marlborough, MA

May 2018-Present

- Develop nursing care treatment plans.
- Treat patients for illness or injury and perform routine lab work.
- Educate patients.
- Administer medications and injections.
- Assist doctors

Patient Care Assistant II

August 2015 - March 2016

UMASS Memorial Campus Endoscopy Unit, Worcester, MA

- Reported changes in patient status or abnormal results to the RN
- Observed and supervised patients for safety
- Documented vital signs and blood sugar levels
- Helped manage, move and reorder supplies
- Participated in admissions, transfers and discharge procedures

Certified Nurse Assistant

March 2010 - August 2015

UMASS Marlborough Medical/Surgical Unit, Marlborough, MA

- Took and monitored patient's vital signs, blood sugar levels and I&O's
- Assisted patients with ADLs; dressing, changing, bathing, feeding and toileting
- Foster cheerful, positive outlook and provided compassionate response to patient's emotional needs
- Followed procedure for disease and infection control

CITY OF MARLBOROUGH

Marlborough, MA 01752

AA #20-10

POSITION AVAILABLE

BOARD OF HEALTH

PUBLIC HEALTH NURSE

Definition

The Public Health Nurse performs professional nursing and administrative work to provide and organize various public health programs and services; other related work, as required. This is a benefited, 35-hour position under the direct supervision of the Director of Public Health.

Essential Duties and Responsibilities

The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

Responsible for assessing the public health needs of the community, addressing issues of concern and planning interventions; participates in the department budget process.

Investigates, reports, and takes follow-up actions regarding communicable and infectious diseases; responds to cases of rabies exposure; responds to emerging pathogen issues, such as West Nile Virus and Eastern Equine Encephalitis.

Plans and implements immunization clinics, influenza and pneumonia clinics, hepatitis B vaccinations and blood pressure clinics; maintains and updates all records associated with immunizations; responsible for medical record retention in accordance with the secretary of state requirements; may conduct tuberculosis testing, direct observed therapy and report results.

Investigates and reports cases of elder abuse or self-neglect and cases of child abuse or neglect and conducts follow-up activities. Conducts home visits relative to sanitary code violations and conducts follow-up.

Collaborates with the Human Services / Council on Aging to address emergency elder needs. In addition, works with the Human Services Department on homeless calls.

Coordinates with the Department of Mental Health and the community crisis teams on mental health issues.

Responsible for inspecting and licensing recreational camps for children, tanning establishments, body piercing establishments, bodywork establishments, and body art establishments.

Oversees the implementation of various State public health programs and vaccine distribution.

Provides information pertaining to public health to health professionals and the public.

Organizes internship programs and oversees the work of community health interns.

POSITION AVAILABLE
BOARD OF HEALTH
PUBLIC HEALTH NURSE
(CONTINUED)

May review the work of other staff when medical judgment is required.
Performs other similar or related duties as required, or as situation dictates.

Works with Director of Public Health or other Staff members regarding Public Health Emergency Preparedness plans, drills, and exercises and may attend meetings.

Helps oversee the Medical Reserve Corps Program.

Coordinates with inspectors and other Staff regarding Foodborne Illness complaints and follow-ups.

Coordinates with the School Nurses on public health and school health matters

Represents the department on various committees and attends applicable meetings related to public health matters in the community. May also serve as the Board of Health representative on the city's Substance Abuse Prevention Coalition.

Provide consultation, education and resources for residents, providers, agencies and town employees relating to pertinent health issues through media outlets, websites, meetings, and health promotions/fairs.

Supervision

Works under the direction of the Director of Public Health and in accordance with state statutes and professional standards; responsible duties of a complex and diverse nature require professional judgment in promoting and implementing public health programs.

Work Environment

Some work is performed in typical office conditions, other work is performed in varying conditions with the possibility of exposure to contagious diseases, blood borne pathogens, unsafe housing conditions and high-risk patients; the volume and nature of work are subject to unplanned events, such as disease outbreaks; responds to public health emergencies.

The employee operates standard office equipment, medical equipment and an automobile.

The employee has regular contact with the general public, City departments and state agencies to provide and obtain information pertaining to public health issues and provision of services.

The employee has access to confidential medical information, criminal and legal proceedings.

Errors could endanger public health, result in personal injury or injury to others, or have legal repercussions.

POSITION AVAILABLE
BOARD OF HEALTH
PUBLIC HEALTH NURSE
(CONTINUED)

Recommended Minimum Qualifications

Education and Experience

Registered Nurse; Bachelor's Degree preferred; two years of nursing experience; public health experience preferred; or an equivalent combination of education and experience.

Additional Requirements

Registration by the Commonwealth of Massachusetts as a Registered Nurse – (maintenance of credential required)

Current Certification in BLS CPR/AED

Valid Massachusetts motor vehicle operator's license

Familiarity with MAVEN is a plus but not a requirement

Knowledge, Ability, and Skill

Knowledge of public health nursing principles, practices and public health resources; knowledge of communicable diseases and vaccine preventable diseases; knowledge of applicable MDPH regulations.

Ability to work independently; ability to communicate effectively in written and oral form; ability to assess individual and public health needs and issues; ability to establish and maintain harmonious relationships with City officials, public health officials and the general public; ability to manage multiple tasks in a detailed and timely manner; ability to effectively handle problems in the field and during emergencies.

Excellent interpersonal skills; skill in performing nursing techniques and the use of various medical equipment.

Physical Requirements

Light to moderate physical effort is required to attend to patients. Ability to lift up to 30 pounds occasionally. The employee is frequently required to stand, walk, sit, speak and hear and use hands to operate equipment. Vision requirements include the ability to read routine documents, fine print and medical instruments, use a computer and operate an automobile.

Step Salary: \$64,527.17 – \$72,585.61

Please forward cover letter and resume to:

Human Resources Department
City of Marlborough
140 Main Street
Marlborough, MA 01752
hrjobs@marlborough-ma.gov

Deadline for applications extended: **July 31, 2020**

Position:	<input type="checkbox"/> Union	<input type="checkbox"/> Non-Union	<input type="checkbox"/> Contract
Class:	<input checked="" type="checkbox"/> Full-Time	<input type="checkbox"/> Part-Time	<input type="checkbox"/> Intermittent
	<input type="checkbox"/> Provisional	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Temporary

The City of Marlborough is an Equal Opportunity Employer. The City of Marlborough does not discriminate in hiring or employment on the basis of race, color, religion, sex, sexual orientation, gender identity and expression, age, genetic information, national origin, ancestry, disability, veteran status or membership in the armed services, marital status or any other protected category under federal or state law.



City of Marlborough
Office of the Mayor

Arthur G. Vigeant
MAYOR

Nathan R. Boudreau
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

August 20, 2020

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

Re: Re-appointment of Chief David Giorgi as the Keeper of the Lockup

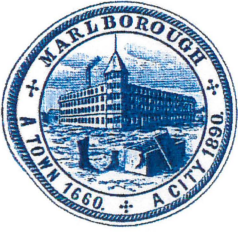
Honorable President Ossing and Councilors:

I am pleased to re-appoint Chief David Giorgi as the Keeper of the Lockup for the City of Marlborough in accordance with Massachusetts General Laws, Chapter 40, Section 35 for a term of one year.

Please do not hesitate to contact my office with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Mayor

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

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CITY OF MARLBOROUGH

2020 AUG 20 10 11 AM
Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: Board of Health Re-appointment

Honorable President Ossing and Councilors:

I am pleased to submit for your approval the re-appointment of Dr. Joseph Tennyson to the Board of Health for a term to expire the first Monday in February 2023, keeping with the city's charter. As Chair, Dr. Tennyson has gone above and beyond and in his service to the City during the COVID-19 crisis. While serving as a full-time medical doctor, Dr. Tennyson has been one call away for the Department of Public Health during these trying times.

Under the leadership of Dr. Tennyson, the Board of Health will continue to have a knowledgeable and experienced membership to ensure our city is doing all it can to educate our community on important public health matters while ensuring full compliance with state, local and federal health regulations.

Thank you for your consideration.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Mayor

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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Arthur G. Vigeant
MAYOR

2020 AUG 20 A 10 25

Nathan R. Boudreau
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508.460.3770 Fax 508.460.3698 TDD 508.460.3610
www.marlbrough-ma.gov

Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: Re-appointment to the Historical Commission

Honorable President Clancy and Councilors:

I am pleased to submit for your review and confirmation the re-appointment of Robert Fagone and Alan Slattery to the Marlborough Historical Commission for a term to expire three years from the date of City Council confirmation.

Both are long standing Commissioners who bring experience and a passion for preserving Marlborough's historic past. I believe they will continue to bring energy and dedication to the Marlborough Historical Commission and look forward to discussing their re-appointment with you further.

Please do not hesitate to contact me with any questions.

Sincerely,


Arthur Vigeant
Mayor



City of Marlborough
Office of the Mayor

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CITY OF MARLBOROUGH
Arthur G. Vigeant
MAYOR

2020 AUG 20 11:17
Nathan R. Boudreau
EXECUTIVE AIDE

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Marlborough, Massachusetts 01752
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Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: Board of Registrars Re-appointment

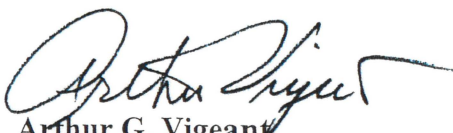
Honorable President Ossing and Councilors:

I am submitting the re-appointment of Linda Clark to the Board of Registrars for a three-year term to expire on April 1st, 2023

Ms. Clark has done an exemplary job on the board, and her experience and work ethic will be a continued asset in these challenging and ever-changing times ahead. Additionally, her contributions to the board are invaluable in preparation for upcoming State and Federal elections this year and the municipal elections next year.

Thank you in advance for your consideration.

Sincerely,


Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Mayor

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Arthur G. Vigeant
MAYOR

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Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: Parks and Recreation Commission Appointment – Michael Cabral

Honorable President Ossing and Councilors:

I am pleased to submit for your review and confirmation the appointment of Michael Cabral to the Marlborough Parks and Recreation Commission for a three-year term to expire three years from the date of his approval.

In addition to his full-time work as an Engineer at Raytheon, Mr. Cabral is a Coach with the Marlborough Girls Softball League and serves on their Board of Directors as Treasurer. Additionally, he coaches his children's soccer team and enjoys participating in local recreational events. Mr. Cabral expressed interest in further supporting the City of Marlborough parks, trails, athletic fields, and programs provided to the public.

With this appointment, we will have a full Parks and Recreation Commission. If you have any questions, please do not hesitate to contact Recreation Director Thebado or myself.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

Mike Cabral

Michael.T.Cabral@raytheon.com
26 Worster Drive
Marlborough, MA 01752
[REDACTED]

Work Experience

Raytheon Company – Intelligence, Information and Services, Marlboro MA

Principal Engineer I - AutoTrac 3 Program

Aug 2006 - present

Program Overview - An existing air traffic control solution currently being used in India, the United Arab Emirates, and Hong Kong.

- ❖ DMA (Database Management Application) lead of four other senior engineers for six years. Position includes performing Oracle database maintenance and development including data design and Oracle Forms development.
- ❖ Spent extensive time in India, UAE, and Hong Kong working closely with the customer to configure their systems.
- ❖ Programming in Ada and C.
- ❖ Software Integration lead of a team of 5 engineers
- ❖ Developed an automated stability testing suite using Eggplant
- ❖ Assistant build master

Software Task Manager - AutoTrac 2 Program

Apr 2004 – Aug 2006

Program Overview – Air Traffic solution system which preceded Autotracs 3

- ❖ Responsible for managing a team of ten software engineers for the development of the India and Lebanon contract and the warranty of 14 other countries
- ❖ Responsible for monthly financial reporting and review of segment, as well as PSTs and OPI meetings.
- ❖ Support Hong Kong and ADATS warranty projects.
- ❖ Led proposals for new AT2 jobs and ECPs to existing jobs.

Software Task Manager – ADATS Program

Feb 2002 – Apr 2004

Program Overview – Australian Air Force air traffic control system to be installed in various airports through out Australia.

- ❖ Responsible for a \$1 million ECP which finished on cost and on schedule
- ❖ Responsible for the development and integration and Factory Acceptance Test (FAT) of Australian sites.
- ❖ Prepared and presented the ECP proposal to the customer via video conference.

Software Engineer II – ADATS Program

Feb 1999 - Feb 2002

- ❖ Ingres database developer for ADATS program. Highly involved with the test and integration phases of the program
- ❖ Clearcase administrator between the Program Office and the ADATS customer
- ❖ Test and integration lead for *Autotracs 2*. In this role I performed several customer factory acceptance tests (FATs) and demos.
- ❖ Performed site integration and acceptance testing of *Autotracs 2* in Malaysia, Jamaica, Curacao, and Holland.

Raytheon Company – Network Centric Systems - Canberra, Australia

Software Engineer I – ADATS Program

Feb 1998 – Feb 1999

- ❖ Acted as a mediator between Raytheon and Australian Air Force to help customer define site adaptation for 12 sites around the country.

- ❖ Developed an extremely close relationship with the customer, which later gave me significant leverage on the trust that was deposited in me.

Raytheon Company – Network Centric Systems, Marlboro

Software Engineer I – ADATS Program

March 1997 – February 1998

- ❖ Worked in the Hardware Lab. Responsibilities included writing manuals and performing hardware setup and shipments
- ❖ Used SQL to make enhancements to a database GUI written in C.

Raytheon Company – Network Centric Systems, Sudbury

Software Engineer I – ROTH Program

December 1996 – March 1997

- ❖ Responsible for software enhancements to a radar status display.
- ❖ First experience coding software.

Computer Skills

Programming

- ❖ C/C++
- ❖ SQL
- ❖ Ada
- ❖ SAMeDL
- ❖ AML
- ❖ Unix scripts
- ❖ Eggplant

Operating Systems

- ❖ Microsoft Windows
- ❖ Solaris
- ❖ UNIX

Software

- ❖ Oracle and INGRES Database
- ❖ Rational Clearcase
- ❖ Rational Apex
- ❖ Microsoft Excel/Project
- ❖ Eggplant (automated test tool)

Education

University of Massachusetts - Dartmouth

- ❖ Bachelor of Science in Electrical Engineering, May 1996

Certifications Earned

- ❖ Raytheon Six Sigma Specialist
- ❖ Security clearance

Hobbies

- ❖ Board member of the Marlborough Girls Softball League
- ❖ Marlborough Girls Softball League head coach
- ❖ Marlborough Youth Soccer coach
- ❖ Member/commissioner of the Raytheon Softball League
- ❖ Health and Fitness



City of Marlborough
Office of the Mayor

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CITY OF MARLBOROUGH
Arthur G. Vigeant
MAYOR

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Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: Appointment to the Cultural Council

Honorable President Ossing and Councilors:

Please find enclosed for your review and confirmation the appointment of Emily Wilde to the Marlborough Cultural Council for a term to expire three years from the date of confirmation. Ms. Wilde is an Educational Technology Software Engineer at Lexia Learning and has volunteered as an ESL Conversation Facilitator at the Marlborough Public Library. Emily will be a great fit as she has expressed interest in community cultural and arts initiatives.

Thank you for your consideration of this appointment and please do not hesitate to contact me with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

Emily Wilde

Learning Designer | Software Engineer | Advocate for Diversity & Inclusion

106 Maplewood Ave
Marlborough, MA 01752

EXPERIENCE

Lexia Learning | A Rosetta Stone Company | Concord, MA

Software Engineer, Educational Technology

OCTOBER 2017 - PRESENT

- Implement and debug features in educational apps with over 4 million yearly K-12 users. Participate in and lead design and code reviews.
- Work across projects and teams to identify opportunities for collaboration.

Technical Producer

OCTOBER 2016 - OCTOBER 2017

- Created detailed product documentation for app features.
- Acted as liaison helping teams negotiate and clarify competing interests.

Educational Curriculum Specialist

JULY 2014 - OCTOBER 2016

- Authored educational content for award-winning educational web applications.
- Conducted user research to identify areas for product enhancement.

Marlborough Public Library | Marlborough, MA

ESL Conversation Facilitator

AUGUST 2019 - MARCH 2020

- Led conversation group for language learners in Marlborough, including speakers of Spanish, Portuguese, Chinese, Japanese, and Vietnamese. Event suspended long term due to covid.

Brockton Public Schools | Mary E. Baker School | Brockton, MA

Elementary School ESL Teacher

DECEMBER 2012 - JUNE 2014

- Taught ESL students in grades K through 5, with emphasis on interaction, and content-rich, project-based learning.
- Fostered a structured, caring, and engaging classroom atmosphere, providing students with ample opportunities to practice and improve language.

EDUCATION

Harvard University | Cambridge, MA

2018 TO 2019

Two graduate level courses in software engineering completed

UMASS Boston | Columbia Point, Boston, MA

MAY 2012

Master of Arts, Applied Linguistics with ESL Educator Preparation Program

SUNY Brockport | Brockport, NY

DECEMBER 2005

Bachelor of Arts, English Literature, minor in Spanish

MASSACHUSETTS TEACHING LICENSES

ESL (PreK-6;5-12), English (5-8;8-12), Spanish (5-12)

DIVERSITY AND INCLUSION WORK

Member of Diversity, Equity, and Inclusion Committee at Rosetta Stone, 2018 to 2020

Member of One Marlborough, community group focused on anti-racism

TECH PROFICIENCIES

JIRA/Trello (project management tools)
JavaScript (ES6)/Node.js
React.js/Redux
Google Suite
Slack

PROJECTS

Interaction design of engaging literacy games for K-12 students

Design overhaul of in-app language support feature for English Language Learners

OTHER INTERESTS

Cooking, gardening, language learning, art, banjo, hiking



City of Marlborough

Office of the Mayor

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Arthur G. Vigeant
MAYOR

2020 AUG 20 A 11:25
Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: FY2020 MIIA Rewards

Honorable President Ossing and Councilors:

We have recently received notice that our annual MIIA Rewards Credit amount will be \$59,571 this year, which brings our credits earned to \$350,209 since 2012. These credits are earned for the City's various training initiatives and are applied against the cost of our property and casualty insurance.

I am pleased to note that we achieved a record amount of reward credit from MIIA for our efforts over the past year, surpassing the \$52,936 we received in 2019. Ensuring that we maximize our credits is a group effort, and it is led by managers who identify and assign training opportunities for City employees.

I would like to thank Chief Procurement Officer Beverly Sleeper who is responsible for tracking and submitting all our training initiatives to MIIA for credit. Without her efforts imploring City staff to inform her about trainings, we would not receive the credits that we have.

We will continue these efforts in Fiscal Year 2021 to ensure that our staff takes advantage of training opportunities to gain experience and tools to improve their productivity.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

Year	Amount	Received on or about July1
2004 – 2005	9,257	2005
2005 – 2006	11,632	2006
2006 – 2007	14,090	2007
2007 – 2008	16,014	2008
2008 – 2009	18,192	2009
2009 – 2010	17,004	2010
2010 – 2011	16,634	2011
2011 – 2012	25,875	2012
2012 – 2013	30,233	2013
2013 – 2014	29,229	2014
2014 – 2015	28,609	2015
2015 – 2016	42,478	2016
2016 – 2017	52,389	2017
2017 – 2018	54,764	2018
2018 - 2019	52,936	2019
2019 - 2020	59,571	2020
Total Rewards to date.	478,907	



City of Marlborough
Office of the Mayor

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

2020 AUG 20 5:10-25
William R. Boudreau
EXECUTIVE AIDE

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www.marlbrough-ma.gov

Patricia Bernard
EXECUTIVE SECRETARY

August 20, 2020

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

Re: OPEB Update

Honorable President Ossing and Councilors:

Please find enclosed for your information a letter from Auditor Diane Smith containing an update from the most recent OPEB Board of Trustees meeting on July 28, 2020. As indicated on the attached information, the balance of the OPEB Trust on July 24, 2020 was \$13,064,420.26. With your partnership, we have diligently made contributions to the OPEB Trust over the past few years to ensure that we are in a strong financial position for future generations. I would like to thank Council President Ossing and Auditor Diane Smith for their continued dedication and hard work on the OPEB Board of Trustees.

I anticipate submitting a transfer request at the end of the fiscal year to move funds from our certified free cash amount into OPEB in accordance with our financial policies. If you have any questions or comments, please do not hesitate to contact Auditor Diane Smith, Council President and OPEB Trustee Ossing or myself.

Sincerely,


Arthur G. Vigeant
Mayor



CITY OF MARLBOROUGH

Office of the City Auditor

140 Main St.

Marlborough, MA 01752

508.460.3774

August 3, 2020

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

RE: OPEB Trust Update

Dear Mayor Vigeant,

This memo is to update both yourself and the City Council as to the valuation of the OPEB Trust. The OPEB Board of Trustees met on July 28, 2020 to discuss the positive year end results of the trust as of Fiscal Year ending June 30, 2020 along with the current value on July 24, 2020. I have enclosed two documents showing the balance in the trust for those dates. The balance in the fund as of June 30, 2020 was \$12,798,461.91. The balance in the fund as of July 24, 2020 was \$13,064,420.26 with total contributions as of that date \$11,187,250.63. The trust since inception has had a net rate of return of 3.46% as of June 30, 2020. Please note that market changes can cause the value in the fund to change. The Trustees still maintain a conservative steady approach in the investment portfolio.

Please contact me if you have any questions or require additional information.

Sincerely,

Diane Smith
City Auditor

Attachment 1: OPEB Trust balance on June 30, 2020

Attachment 2: OPEB Trust balance on July 24, 2020

Historical Market Value and Performance Summary

As of 6/30/2020

Since Inception &
Fiscal Year-to-Date

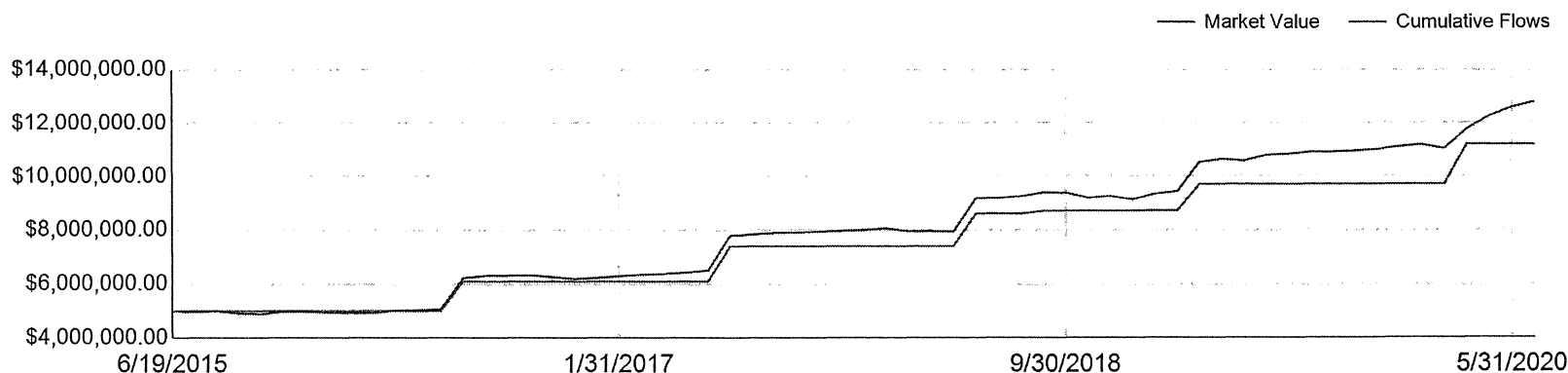
City of Marlborough OPEB Trust UA (xxxx2701) - PPS Custom NFS

06/19/2015 To 06/30/2020 Activity Summary

Beginning Balance (06/19/2015)	\$0.00
Contributions	\$11,187,250.63
Withdrawals	\$135,100.67
Realized Gain / Loss	(\$125,588.30)
Unrealized Gain / Loss	\$509,150.55
Interest	\$114,892.32
Dividend / Cap Gains	\$1,242,739.58
Change in Accrued Interest	\$5,117.80
Ending Balance (06/30/2020)	\$12,798,461.91
Total Gain / Loss After Fees	\$1,617,211.28
TWR for 06/19/2015 to 06/30/2020	18.70
TWR (Annualized)	3.46

07/01/2019 To 06/30/2020 Activity Summary

Beginning Balance (07/01/2019)	\$10,774,137.68
Contributions	\$1,481,902.00
Withdrawals	\$33,403.88
Realized Gain / Loss	(\$42,790.73)
Unrealized Gain / Loss	\$263,521.37
Interest	\$41,704.87
Dividend / Cap Gains	\$315,840.72
Change in Accrued Interest	(\$2,450.12)
Ending Balance (06/30/2020)	\$12,798,461.91
Total Gain / Loss After Fees	\$542,422.23
TWR for 07/01/2019 to 06/30/2020	3.36
TWR (Annualized)	3.35



This report is incomplete without the accompanying disclosure page.

Historical Market Value and Performance Summary

As of 7/24/2020

Since Inception &
Fiscal Year-to-Date

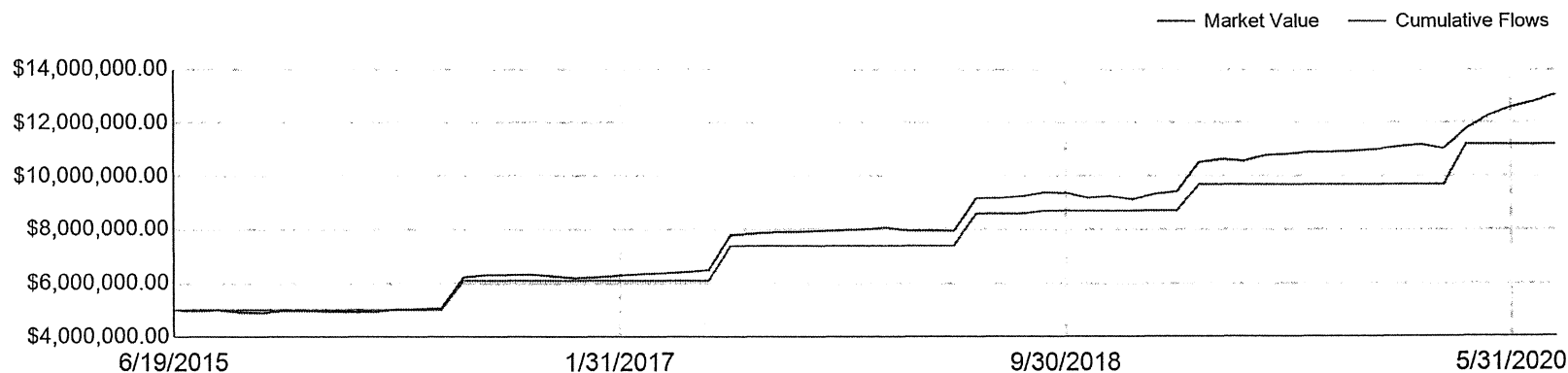
City of Marlborough OPEB Trust UA (xxxx2701) - PPS Custom NFS

Inception To Date Activity Summary

Beginning Balance (06/19/2015)	\$0.00
Contributions	\$11,187,250.63
Withdrawals	\$144,699.52
Realized Gain / Loss	(\$125,588.30)
Unrealized Gain / Loss	\$773,659.67
Interest	\$114,926.69
Dividend / Cap Gains	\$1,251,751.89
Change in Accrued Interest	\$7,119.20
Ending Balance (07/24/2020)	\$13,064,420.26
Total Gain / Loss After Fees	\$1,883,169.63
TWR for 06/19/2015 to 07/24/2020	21.16
TWR (Annualized)	3.84

07/01/2020 To 07/21/2020 Activity Summary

Beginning Balance (07/01/2020)	\$12,798,461.91
Contributions	\$0.00
Withdrawals	\$9,598.85
Realized Gain / Loss	\$0.00
Unrealized Gain / Loss	\$274,765.95
Interest	\$34.37
Dividend / Cap Gains	\$9,012.31
Change in Accrued Interest	\$1,787.01
Ending Balance (07/21/2020)	\$13,074,462.70
Total Gain / Loss After Fees	\$276,000.79
TWR for 07/01/2020 to 07/21/2020	2.16



This report is incomplete without the accompanying disclosure page.



City of Marlborough

Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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LEGAL@MARLBOROUGH-MA.GOV

JASON D. GROSSFIELD
CITY SOLICITOR

JASON M. PIQUES
ASSISTANT CITY SOLICITOR

HEATHER H. GUTIERREZ
PARALEGAL

August 7, 2020

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

Re: Order No. 20-1007975: Proposed Zoning Amendment for Large-Scale Ground-Mounted Solar Photovoltaic Overlay District

Dear Honorable President Ossing and Councilors:

In connection with the above-referenced item, enclosed please find the proposed zoning ordinance amendment in proper legal form relative to the creation of the overlay district, as recommended by the Urban Affairs Committee (UAC) at its August 4, 2020 meeting.

City Engineer Thomas DiPersio, Jr. has prepared a proposed revision to clarify the "top soil" provision in Section I ("Design Standards"). Should the City Council wish to incorporate this revision, I recommend the enclosed motion first be adopted prior to ordainment. For convenience, the *italicized* words in the motion show the primary changes from the version recommended by the UAC.

Following adoption of this motion, the City Council may move to ordain the zoning ordinance as amended. I have reviewed the proposed amendment (including the revision) and it is in proper legal form. Please contact me if you have any questions.

Respectfully,

Jason D. Grossfield
City Solicitor

Enclosures

cc: Arthur G. Vigeant, Mayor
Thomas DiPersio, Jr., City Engineer
Jeffrey Cooke, Building Commissioner

Marlborough City Council (Order No. 20-1007975)

Proposed Motion: Motion to amend proposed section 650-38(I)(e) entitled “Top soil” by striking out the current language in its entirety and replacing it with the following:

“Top soil. No top soil shall be removed *from the site*. No top soil shall be disturbed from existing areas *except as part of an approved plan that is protective of the landfill cap. It is anticipated that* the solar facility shall be constructed on the existing grade or on grades that have been built up from the existing grade.”

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. That a new Section 38 be inserted into Chapter 650, as follows:

ARTICLE VI

§ 650-38 Large-scale Ground-mounted Solar Photovoltaic Overlay District

A. Purpose and Objectives:

- 1) The Large-scale Ground-mounted Solar Photovoltaic Overlay District (herein, also a “LGSPOD”) allows the application of supplemental land use controls within the boundaries of a certain overlay district as an alternative to land use controls that exist in the underlying district(s). The purpose of this section is to provide standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on scenic, natural and historic resources and which provide adequate financial assurance for the eventual decommissioning of such installations.
- 2) The provisions set forth in this section apply to the construction, operation and/or repair of large-scale ground-mounted solar photovoltaic installations.
- 3) This section applies to large-scale ground-mounted solar photovoltaic installations proposed to be constructed after the effective date of this section. This section also pertains to physical modifications that materially alter the type, configuration, or size of these installations or related equipment.

- B. Designation of overlay location; as-of-right use. For the purposes of this Section, the LGSPOD shall be superimposed on the other district(s) existing at the time that any land in any said underlying district is also included in the LGSPOD, as designated by the Marlborough City Council in accordance with M.G.L. c.40A, §5, where ground-mounted large-scale solar photovoltaic installations may be sited as of right. Except as specifically provided herein, uses and provisions of Article V of Chapter 650 relating to the underlying zoning district not otherwise impacted by this Section shall continue to remain in full force and effect. In the event of any conflict between the provisions of this section and any other provisions of the Zoning Ordinance, the provisions of this Section shall govern and control. The LGSPOD overlay zoning district is located on parcels identified in Exhibit A annexed

hereto and incorporated by reference herein, and as indicated on the Zoning Map of the City of Marlborough. Said map is hereby made a part of this chapter and is on file in the office of the City Clerk.

C. Definitions. As used in this section, following terms shall have the meanings indicated:

As-of-Right Siting: As-of-Right Siting shall mean that development under this section may proceed without the need for a special permit, variance, amendment, waiver, or other discretionary approval, however said as-of-right development is subject to site plan review as provided under Chapter 270 Code of the City of Marlborough and this section. Projects cannot be prohibited, but can be subject to reasonable regulation.

Large-Scale Ground-mounted Solar Photovoltaic Installation: A solar photovoltaic system that is structurally mounted on the ground, is not roof-mounted, and has a minimum nameplate capacity of 250 kW DC.

Solar Photovoltaic Installation: A solar photovoltaic array that is constructed at a location where other allowable uses of the underlying property may occur.

Site Plan Review: Review by site plan review conducted administratively in accordance with the procedures as governed by § 270-2 of the Code of the City of Marlborough and this section.

Rated Nameplate Capacity: The maximum rated output of electric power production of the photovoltaic system in watts of Direct Current (DC).

Solar Photovoltaic Array: An arrangement of solar photovoltaic panels.

D. General Requirements for all large-scale ground-mounted solar photovoltaic installations. The following requirements are common to all large-scale ground-mounted solar photovoltaic installations to be sited in designated overlay locations:

1. **Compliance with Laws, Ordinances and Regulations.** The construction and operation of all large-scale ground-mounted solar photovoltaic installations shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable security, safety, construction, electrical, and communications requirements. All buildings and fixtures forming part of a large-scale ground-mounted solar photovoltaic installation shall be constructed in accordance with the State Building Code.
2. **Building Permit and Building Inspection.** No large-scale ground-mounted solar photovoltaic installation shall be constructed, installed or modified as provided in this section without first obtaining a building permit.
3. **Fees.** The application for a building permit for a large-scale ground-mounted solar photovoltaic installation must be accompanied by the fee required for a building permit.

4. Site Plan Review. Large-scale ground-mounted solar photovoltaic installations shall undergo site plan review prior to construction, installation or modification as provided in § 270-2 of the Code of the City of Marlborough and in this section, as follows:
 - a. General. All plans and maps shall be prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts.
 - b. Required Documents. Pursuant to the site plan review process, the project proponent shall provide the following documents:
 - i. A site plan showing:
 1. Property lines and physical features, paved areas, tree lines, monitoring wells existing and proposed, structures, fences, existing and proposed drainage improvements, including roads, for the project site;
 2. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation, fences or other screening structures;
 3. Drawings of the large-scale ground-mounted solar photovoltaic installation signed by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts showing the proposed layout of the system and any potential shading from nearby structures;
 4. One or three-line electrical diagram detailing the large-scale ground-mounted solar photovoltaic installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices;
 5. Documentation of the major system components to be used, including the photovoltaic panels, mounting system, and inverter;
 6. Name, address, and contact information for proposed system installer;
 7. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any;
 8. The name, contact information and signature of any agents representing the project proponent;
 9. Emergency services access points and through points; and
 10. Stormwater Management. The project proponent shall design a stormwater management plan and provide details and supporting documents as necessary to comply with Massachusetts DEP Stormwater Policy and Marlborough Zoning Ordinance.
 - ii. Documentation of actual or prospective access and control of the project site (see also sub-section E herein);
 - iii. An operation and maintenance plan (see also sub-section F herein);
 - iv. Zoning district designation for the parcel(s) of land comprising the project site (submission of a copy of a zoning map with the parcel(s) identified is suitable for this purpose);
 - v. Proof of liability insurance in an amount, and for a duration, sufficient to cover loss or damage to persons and property;

- vi. Description of financial surety that satisfies sub-section L herein;
- vii. A public outreach plan, including a project development timeline, which indicates how the project proponent will meet the required site plan review notification procedures and otherwise informs abutters within 300 feet of the property line of the project site; and
- viii. Copies of all applicable permit applications and final permits, including but not limited to: MassDEP, Electric Utility, Conservation Commission, Site plan review, etc.

Site plan review may waive documentary requirements as it deems appropriate.

- E. Site Control. The project proponent shall submit documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed large-scale ground-mounted solar photovoltaic installation.
- F. Operation & Maintenance Plan. The project proponent shall submit a plan for the operation and maintenance of the large-scale ground-mounted solar photovoltaic installation, which shall include measures for maintaining safe access to the installation, storm water management facilities, vegetation management, as well as general procedures for operational maintenance of the installation.
- G. Utility Notification. No large-scale ground-mounted solar photovoltaic installation shall be constructed until evidence has been given to site plan review that the utility company that operates the electrical grid where the installation is to be located has been informed of the large-scale ground-mounted solar photovoltaic installation's owner or operator's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.

H. Dimension and Density Requirements.

- a. Setbacks. For large-scale ground-mounted solar photovoltaic installations, front, side and rear setbacks shall be as follows:
 - i. Front yard. Front yard depth shall be comprised of a no-clear vegetated buffer of not less than 50 feet and, as measured therefrom, a no-build buffer of not less than 50 feet. Site plan review may require plantings in the 50-foot no-clear vegetated buffer if none exist.
 - ii. Side yard. Side yard depth shall be comprised of a no-clear vegetated buffer of not less than 50 feet and, as measured therefrom, a no-build buffer of not less than 50 feet. Site plan review may require plantings in the 50-foot no-clear vegetated buffer if none exist.
 - iii. Rear yard. Rear yard depth shall be comprised of a no-clear vegetated buffer of not less than 50 feet and, as measured therefrom, a no-build buffer of not less than 50 feet. Site plan review may require plantings in the 50-foot no-clear vegetated buffer if none exist.

- b. Appurtenant Structures. All appurtenant structures to large-scale ground-mounted solar photovoltaic installations shall be subject to reasonable regulations concerning the bulk and height of structures, lot area, setbacks, open space, parking and building coverage requirements. All such appurtenant structures, including but not limited to, equipment shelters, storage facilities, transformers, and substations, shall be architecturally compatible with each other. Whenever reasonable, structures should be shaded from view by vegetation and/or joined or clustered to avoid adverse visual impacts.

I. Design Standards.

- a. Lighting. Lighting of large-scale ground-mounted solar installations shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Where feasible, lighting of the large-scale ground-mounted solar installation shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.
- b. Signage. Signs on large-scale ground-mounted solar photovoltaic installations shall comply with Chapter 526 of the Code of the City of Marlborough. A sign consistent with the City's sign ordinances shall be required to identify the owner and provide a 24-hour emergency contact phone number. Large-scale ground-mounted solar photovoltaic installations shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the large-scale ground-mounted solar.
- c. Utility Connections. Reasonable efforts, as determined by site plan review, shall be made to place all utility connections from the large-scale ground-mounted solar photovoltaic installation underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider.
- d. Screening. To the extent it is reasonably practicable as determined by site plan review, every abutting property, private way, private driveway, recreation area, and public way shall be visually screened from the project through any one or combination of the following: location, distance, plantings, existing vegetation.
- e. Top soil. No top soil shall be removed or disturbed from existing areas. The solar facility shall be constructed on the existing grade or grades that have been built up from the existing grade.

J. Safety and Environmental Standards.

- a. Emergency Services. The large-scale ground-mounted solar photovoltaic installation owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the Chief of the Marlborough Fire Department.

The owner or operator shall cooperate with local emergency services in developing an emergency response plan. Every means of shutting down the large-scale ground-mounted photovoltaic installation shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.

- b. Land Clearing, Soil Erosion and Habitat Impacts. Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the large-scale ground-mounted solar photovoltaic installation or otherwise prescribed by applicable laws, regulations, and ordinances. Land clearing details as well as habitat and pollinator details (which are common for these projects) shall be clearly presented in the site plan application.

K. Monitoring and Maintenance.

- a. Large-scale Ground-mounted Solar Photovoltaic Installation Conditions. The large-scale ground-mounted solar photovoltaic installation owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the Fire Chief and emergency medical services. The owner or operator shall be responsible for the cost of maintaining the solar photovoltaic installation and any access or through road(s). Landscaping and fencing, including vegetation used for screening, shall be maintained in good condition.
- b. Modifications. After the required permits, have been issued, the Building Commissioner may approve minor non-material modifications to a large-sale ground-mounted solar photovoltaic installation. All major material modifications to a large-scale ground-mounted solar photovoltaic installation made after issuance of the required permits shall require approval by site plan review.

L. Abandonment or Decommissioning.

- a. Removal Requirements. Any large-scale ground-mounted solar photovoltaic installation which has been discontinued by reaching the end of its useful life, reaching the end of a lease term without renewal or extension, or having been abandoned (as provided in paragraph L.b. herein) shall be removed as herein provided. The owner or operator shall physically remove the installation no more than 150 days after the date of said discontinued operations. The owner or operator shall notify site plan review by certified mail of the proposed date of discontinued operations. Within 150 days of discontinued operations, the project proponent shall present Decommissioning Plans, consisting of:
 - i. Physical removal of all large-scale ground-mounted solar photovoltaic installations, structures, equipment, security barriers and transmission lines from the site.

- ii. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.
 - iii. Restoration of all disturbed ground areas by loaming and seeding or other means suitable to site plan review. Stabilization or re-vegetation of the site as necessary to minimize erosion. Site plan review may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.
- b. Abandonment. Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, the large-scale ground-mounted solar photovoltaic installation shall be considered abandoned when it fails to operate for more than six months without the written consent of the Building Commissioner. If the owner or operator of the large-scale ground-mounted solar photovoltaic installation fails to remove the installation in accordance with the requirements of this section within 150 days of abandonment or the proposed date of decommissioning, the City may enter the property and physically remove the installation.
- c. Financial surety. Proponents of large-scale ground-mounted solar photovoltaic projects shall provide a form of surety, either through a cash escrow account with interest retained for escalating decommissioning costs, bond or otherwise, to cover the cost of removal in the event that the City must remove the installation and remediate the landscape, in an amount and form determined to be reasonable by the City, but in no event in excess more than 125% of the cost of removal and compliance with additional requirements set forth herein, as determined by site plan review in consultation with the City Solicitor and Comptroller. Such surety will not be required for municipally owned or state-owned facilities. The project proponent shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The minimum financial surety to be provided shall be no less than \$70,000.00 per MW-DC installed. Additional financial surety may be required for appurtenant facilities such as battery storage. The amount shall include a mechanism for calculating increased removal costs due to inflation. Site plan review may request the proponent to provide an update of the fully inclusive estimate of costs associated with removal every five years following the issuance of a building permit. Site plan review may require the proponent to provide additional surety based on the updated cost estimate.

M. The effective date of these amendments shall be the date of their passage.

EXHIBIT A

The newly established Large-scale Ground-mounted Solar Photovoltaic Overlay District shall include all or portions of the properties shown on the Zoning Map existing at the passage of this Ordinance, which properties include the following parcels of land (herein identified by the Assessors' Map and Parcel Number):

Assessors Map 30, Parcel 4

Assessors Map 30, Parcel 4C.

ADOPTED

In City Council
Order No 20-
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 FAX (508) 460-3698 TDD (508) 460-3610
LEGAL@MARLBOROUGH-MA.GOV

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2020 AUG 20 A 10:05

JASON D. GROSSFIELD
CITY SOLICITOR

JASON M. PIQUES
ASSISTANT CITY SOLICITOR

HEATHER H. GUTIERREZ
PARALEGAL

August 20, 2020

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

Re: City Council Order No. 19-1007881
Special Permit Decision, 505 Boston Post Road West, Marlborough

Dear Honorable President Ossing and Councilors:

In accordance with Chapter 650-59C (13) of the Marlborough Zoning Ordinance, I provide this letter as to the legal form of the City Council's proposed findings on the above-referenced special permit application.

Enclosed is a copy of the proposed decision. I certify that it is in proper legal form.

Please contact me if you have any questions or concerns.

Respectfully,


Jay Piques
Assistant City Solicitor

Enclosure

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

**DECISION FOR SPECIAL PERMIT
IN CITY COUNCIL**

**NOTICE OF DECISION
GRANT OF SPECIAL PERMIT**

Special Permit Application of:
Vedi Naturals LLC
Order No. 19-1007881

Locus:
505 Boston Post Road West
Marlborough, MA 01752
Assessors Map 88, Parcel 3

DECISION

The City Council of the City of Marlborough hereby **GRANTS** the Application for a Special Permit to Vedi Naturals LLC with mailing address of 3 Craig Drive, Clinton, MA 01510, as provided in this Decision and subject to the following Findings of Fact and Conditions.

Decision date: _____, **2020**.

The Decision of the City Council was filed in the Office of the City Clerk of the City of Marlborough on the ____ day of _____, **2020**.

This is to certify that twenty (20) days have passed since the filing of the within decision and no appeal has been filed with this office.

Given at Marlborough this the ____ day of _____, **2020**.

Given under Chapter 40A Section 17 of the General Laws.

A TRUE COPY
ATTEST

City Clerk

DECISION ON A SPECIAL PERMIT

Application of:
Vedi Naturals LLC

Locus:
505 Boston Post Road West
Assessors Map 88, Parcel 3

DECISION ON A SPECIAL PERMIT ORDER NO. 19-1007881

The City Council of the City of Marlborough hereby GRANTS the Application for a Special Permit to Vedi Naturals LLC (the "Applicant") to build and operate an Adult Use Marijuana Retail Establishment at 505 Boston Post Road West, Marlborough, Massachusetts, as provided in this Decision and subject to the following Findings of Fact and Conditions.

FINDINGS OF FACT

1. The Applicant is a duly organized and existing limited liability company having a business address of 3 Craig Drive, Clinton, MA 01510.
2. The Applicant is the prospective tenant of a commercial retail unit located at 505 Boston Post Road West, Marlborough, Massachusetts, as shown on Marlborough Assessors Map 88, Parcel 3 (the "Site"). The Site's owner is Sparte II Realty Trust, Eleni Karalis McGrail and Christofile Tsiantoulas, co-Trustees with a business address of 160 Edgell Road, Framingham, MA 01701.
3. In accordance with Article VI, § 650-17, § 650-18(46), and § 650-32 of the Zoning Ordinance of the City of Marlborough, the Applicant proposes to operate an Adult Use Marijuana Retail Establishment at the Site (the "Use").
4. The Site is located in the Business Zoning District with frontage on Boston Post Road West (Route 20).
5. The overall Site has an area of 87,555.6 +/- square feet.
6. The Use will occupy an existing retail unit at the Site with an area of 2,350 +/- square feet.

7. The Applicant, by and through its counsel, filed with City Clerk of the City of Marlborough an Application for a Special Permit ("Application") for the Use, as provided in this Decision.

8. In connection with the Application, the Applicant submitted a certified list of abutters, filing fees, existing site plans for the Site in accordance with Rule 5 of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit, and a set of drawings of the exterior and interior of the unit associated with the Use (collectively the "Plans").

9. The Application was certified by the Building Commissioner of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, as having complied with Rule 4, items (a) through (m), of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.

10. Pursuant to the Rules and Regulations of the City Council and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application and the City Clerk for the City of Marlborough caused notice of the same to be advertised and determined that notice of the same was provided to abutters entitled thereto in accordance with applicable regulations and law.

11. The Marlborough City Council, pursuant to Massachusetts General Laws Chapter 40A, opened a public hearing on the Application on January 27, 2020. The hearing was closed on that date.

12. The Applicant, through its representatives, presented testimony at the public hearing detailing the Use, describing its impact upon municipal services, the neighborhood, and traffic.

13. At the public hearing, one member of the public spoke in favor of the Use and one member of the public spoke in opposition to the Use.

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

A. The Applicant has complied with the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.

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

C. The City Council finds that the Site is located in the portion of the Business District along Massachusetts State Highway 20 (Boston Post Road West) between the Northborough town line and Massachusetts State Highway Route 495 with frontage along Massachusetts State Highway 20 (Boston Post Road), in accordance with § 650-18(46)(a) and (b) of the Zoning Ordinance, and that the Site is not located within 500 feet of a school or daycare center, in accordance with § 650-32.F and § 650-32.F.1 of the Zoning Ordinance.

D. In accordance with § 650-32.C of the Zoning Ordinance, the City Council hereby determines that any adverse effects of the Use will not outweigh its beneficial impacts to the City or the neighborhood, in view of the particular characteristics of the Site and of the proposal in relation to the Site, based upon consideration of the following:

1. Social, economic, or community needs which are served by the proposal:

Finding: The Use will provide a safe and convenient location adults to obtain marijuana and marijuana-infused products.

2. Traffic flow and safety, including parking and loading:

Finding: The Site will safely accommodate expected traffic flow from the Use and provide adequate parking and loading capacity.

3. Adequacy of utilities and other public services:

Finding: The Site provides adequate utilities and public services for the Use.

4. Neighborhood character and social structures:

Finding: The Use is consistent with the established retail area in the vicinity of the Site.

5. Impacts on the natural environment:

Finding: The Use will have no greater impact than the established retail uses in the area.

6. Potential fiscal impact, including impact on City services, tax base, and employment:

Finding: The Use will be revenue positive, with additional revenues coming from a local sales tax and host community agreement impact fees.

7. Hours of operation:

Finding: The hours of operation of the Use are specifically conditioned below.

8. Requiring that contact information be provided to the Chief of Police, the Building Commissioner, and the Special Permit Granting Authority:

Finding: The provision of contact information is specifically conditioned below.

9. Requiring payment of a community impact fee:

Finding: The City and the Applicant have entered a host community agreement that requires the payment of impact fees in accordance with statutory requirements.

10. Requiring the submission to the Special Permit Granting Authority of the same annual reports that must be provided to the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission:

Finding: This requirement is specially conditioned below.

11. Requiring regular inspections by City officials or their agents, and access to the same records which are available for inspection to the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission:

Finding: This requirement is specially conditioned below.

12. Requiring employees to undergo a criminal background check, including but not limited to CORI and an additional background check, by the Chief of Police who shall have the authority to disapprove the employment of any person(s) as a result of said background check:

Finding: This requirement is specially conditioned below.

13. Requiring surveillance cameras, capable of 24-hour video recording, archiving recordings and ability to immediately produce images, in, on, around or at the premises:

Finding: This requirement is specially conditioned below.

14. Prohibiting the sale of any materials or items unrelated to the purposes of registration by the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission, including, without limitation, tobacco products, clove cigarettes, or e-cigarettes:

Finding: This requirement is specially conditioned below.

15. The ability for the Business to:

- a. provide a secure indoor waiting area for clients;
- b. provide an adequate and secure pick-up/drop-off area for clients, customers and products;
- c. provide adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals;
- d. adequately address issues of traffic demand, parking, and queuing, especially at peak periods at the Business, and its impact on neighboring uses; and
- e. provide opaque exterior windows;

Finding: These requirements are specially conditioned below.

16. Signs and signage:

Finding: Prior to seeking an initial sign permit from the City, the Applicant, its successors and/or assigns, shall submit to the City Council renderings of its proposed signage, which shall comply with the City's Sign Ordinance.

17. Names of businesses, business logos and symbols, subject to state and federal law and regulations:

Finding: Prior to commencing operations, the Applicant, its successors and/or assigns, shall submit to the City Council its business name, logos, and symbols, all of which shall comply with state and federal law and regulations.

E. 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 operate an Adult Use Marijuana Retail Establishment, SUBJECT TO THE FOLLOWING CONDITIONS, which conditions shall be binding on the Applicant, its successors and/or assigns:

1. Construction in Accordance with Applicable Laws. Construction 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.

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

3. Site Plan Review. The issuance of the Special Permit is further subject to detailed Site Plan Review in accordance with the City of Marlborough site plan review ordinance prior to the issuance of the building permit, as required by § 650-32.E of the Zoning Ordinance. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions attached to the building permit, and no occupancy permit shall be issued until the Applicant has complied with all conditions. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Plans submitted, reviewed and approved by the City Council as the Special Permit Granting Authority.

4. Incorporation of Submissions. All plans, photo renderings, site evaluations, briefs and other documentation provided by the Applicant as part of the Application, and as amended or revised during the application/hearing process before the City Council and/or the City Council's Urban Affairs Committee, are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.

5. Compliance with State Requirements. In accordance with §650-18(46)(c) of the Zoning Ordinance, the Use shall comply with all statutes and regulations of the Commonwealth of Massachusetts for the licensure and operation of an Adult Use Marijuana Retail Establishment.

6. Security.

- a. As shown on the Plans, the Applicant, its successors and/or assigns, shall maintain a secure entrance lobby and waiting area providing a physical separation between the exterior door of the unit and interior areas of the unit where marijuana and marijuana infused products are dispensed and sold, with security personnel available during operating hours to screen individuals arriving at the unit, to ensure that interior areas of the unit are only accessible to persons over the age of 21 and to ensure that no individuals pose a direct threat to the health or safety of others.
- b. The Applicant, its successors and/or assigns, shall maintain a secure pick-up / drop-off area for customers and products.
- c. The Use shall have opaque exterior windows.
- d. The Applicant, its successors and/or assigns, shall maintain adequate staffing so that customers may make purchases in an efficient manner to avoid queuing and impacts on neighboring uses.
- e. The Applicant, its successors and/or assigns, shall maintain surveillance cameras capable of 24-hour video recording, archiving recordings, and the ability to immediately produce images, in, on, around, or at the Use.

7. Processing and Odors. There shall be no processing or manufacturing of marijuana or marijuana infused products as part of the Use. Marijuana and marijuana products shall be pre-packaged and sealed prior to arriving at the Site. Any odors associated with marijuana and marijuana infused products shall be limited to the interior of the unit. There shall be no onsite consumption or use of marijuana or marijuana infused products associated with the Use.

8. Hours. The maximum hours of operation of the Use shall be Monday through Saturday, 10:00 a.m. to 8:00 p.m., and Sunday from 10:00 a.m. to 5:00 p.m.

9. Contact Information. The Applicant, its successors and/or assigns, shall provide current contact information of management and staff to the Chief of Police, the Building Commissioner, and the City Council.

10. Annual Reports. The Applicant, its successors and/or assigns, shall submit to the City Council the same annual reports that must be provided to Massachusetts Cannabis Control Commission.

11. Inspections and Records. The Applicant, its successors and/or assigns, shall make the Use available for regular inspections by City officials or their agents, and shall provide City officials or their agents with access to the same records which are available for inspection to the Massachusetts Cannabis Control Commission.

12. Background Checks. The Applicant, its successors and/or assigns, shall require that employees undergo a criminal background check, including but not limited to CORI and an additional background check, by the Chief of Police, who shall have the authority to disapprove the employment of any person(s) as a result of said background check.

13. Unrelated Materials. The Applicant, its successors and/or assigns, shall not make available for sale as part of the Use any materials or items unrelated to the purposes of licensure by the Massachusetts Cannabis Control Commission, including, without limitation, tobacco products, clove cigarettes, or e-cigarettes.

14. Police Detail. The Applicant, its successors and/or assigns, shall employ a City of Marlborough Police detail at the Site during all operating hours for the first sixty (60) days after the commencement of operations, unless the Chief of Police determines in a letter filed with the City Council that a police detail is not necessary during certain times of the day. At the end of the 60-day period, if the Chief of Police determines in a letter filed with the City Council that a police detail is still necessary during all operating hours or at certain times, then the Applicant, its successors and/or assigns, shall continue to employ a City of Marlborough Police detail until deemed unnecessary by the Chief of Police in a letter filed with the City Council. In the event a City of Marlborough Police detail is not available when required, the Applicant, its successors and/or assigns, shall obtain a private detail.

15. Boundary Street Entrance/Exit. Prior to receiving a certificate of occupancy for the Use, the Applicant, its successors and/or assigns, shall have the vegetation located north of

the Boundary Street entrance/exit to the Site trimmed to improve sight distances for vehicles.

16. Parking Lot. Prior to receiving a certificate of occupancy for the Use, the Applicant, its successors and/or assigns, shall have the Site’s parking lot restriped and parking lot accessibility signage updated, in accordance with the Zoning Ordinance, the City Code, and state regulations. As part of the Site Plan Review process, the Applicant shall review options to convert the former child play area at the Site to additional parking spaces.

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

Yea: ____ - Nay: ____ -Absent - ____
Yea: _____, _____, _____, _____, _____, _____, _____, _____,
Nay: _____, _____,
Absent: _____, _____,

Signed by City Council President
Michael H. Ossing

ADOPTED
In City Council
Order No. 19-1007881

**COMMONWEALTH OF MASSACHUSETTS
WILLIAM FRANCIS GALVIN
SECRETARY OF THE COMMONWEALTH
WARRANT FOR 2020 STATE PRIMARY**

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2020 AUG 10 A 11:55

SS.

City of Marlborough

In the name of the Commonwealth, you are hereby required to notify and warn the inhabitants of the City of Marlborough who are qualified to vote in Primaries to vote at:

WARD ONE: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD TWO: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD THREE: Precinct 1	Senior Center, 40 New Street
WARD THREE: Precinct 2	Raymond J. Richer School, 80 Foley Road
WARD FOUR: Precinct 1 and 2	Senior Center, 40 New Street
WARD FIVE: Precinct 1 and 2	Masonic Lodge, 8 Newton Street
WARD SIX: Precinct 1 and 2	1LT Charles W. Whitcomb School, 25 Union Street
WARD SEVEN: Precinct 1 and 2	Hildreth School, 85 Sawin Street

On **TUESDAY, SEPTEMBER 1, 2020**, then and there, for the purpose of casting their votes in the State Primary for candidates of political parties for the following offices:

**SENATOR IN CONGRESS
REPRESENTATIVE IN CONGRESS
COUNCILLOR
SENATOR IN GENERAL COURT
REPRESENTATIVE IN GENERAL COURT
REPRESENTATIVE IN GENERAL COURT
REGISTER OF PROBATE**

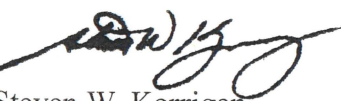
**FOR THIS COMMONWEALTH
THIRD DISTRICT
THIRD DISTRICT
MIDDLESEX & WORCESTER DISTRICT
FOURTH MIDDLESEX DISTRICT
THIRTEENTH MIDDLESEX DISTRICT
MIDDLESEX COUNTY**

It is further ordered that the polling places legally designated by the City Council be opened at 7:00 o'clock in the forenoon and be closed at 8:00 o'clock in the evening.

The City Clerk be and hereby is authorized to cause notice to be given by publication of this Order in a local newspaper and by posting a copy of the same in a conspicuous place in the office of the City Clerk.

Per Order of the City Council
Michael H. Ossing, President

Attest:


Steven W. Kerrigan
City Clerk



City of Marlborough

Office of the City Clerk

140 Main Street
Marlborough, Massachusetts 01752
Telephone (508) 460-3775 Facsimile (508) 460-3723

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2020 AUG 20 A 11:25
Steven W. Kerrigan
City Clerk

Wilson Chu
Assistant City Clerk

August 20, 2020

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

Re: Update on Vote by Mail & State Primary

Dear President Ossing and Councilors:

I wanted to provide the City Council with an update on Vote by Mail, Early Voting and the State Primary scheduled for Tuesday, September 1, 2020. The City Clerk's Office has been working diligently to ensure that every request for a Vote by Mail ballot is sent out in a timely manner. As of the date of this letter we have processed 5,309 Vote by Mail requests in addition to 812 Absentee Ballot requests. Voters of Marlborough have until Wednesday, August 26, 2020 to submit a request for either a Vote by Mail or Absentee ballot application.

In addition, in-person Early Voting is set to begin on Saturday, August 22, 2020 and end on Friday, August 28, 2020. This year in-person Early Voting will take place at the Marlborough Senior Center, 40 New Street. I have attached a list of the hours available, in addition they are posted on the city website on the Clerk's page.

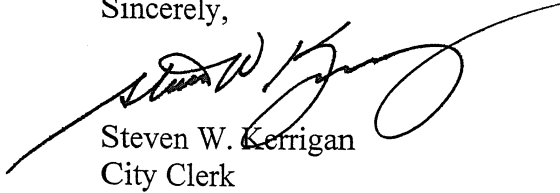
I also wanted to remind residents of the several ways that they can return their Absentee or Vote by Mail ballots. This year, voters have the option to either mail their ballot back in the postage paid envelope that was provided; drop them off in the drop boxes located at the front and rear entrances to City Hall (during normal business hours). We have also provided a drop box in the lobby of City Hall. I would remind voters that they must have their ballots returned by the close of polls on Election Day (8:00 PM – September 1, 2020) in order for it to count!

I want to take this opportunity to thank the staff of the Clerk's Office, Wilson Chu, Leo Mercado and Melissa Peltier for their tireless work and dedication to the City of Marlborough. Their professionalism and work ethic have made the tasks required much easier! I also would like to thank all of the Election workers who will be manning the polling locations on September 1st. Even during these difficult times our elections must still take place, and I am grateful for the Wardens, Clerks and Inspectors who will be working with us to ensure every voter has the opportunity to cast their ballot.

I urge residents to continue to check the city website and Facebook page for updates as we approach the November election. If residents have questions, they can contact the City Clerk's Office at (508) 460-3775.

Thank you for the opportunity to update you and I am available to answer any questions.

Sincerely,

A handwritten signature in black ink, appearing to read "Steven W. Kerrigan", with a long, sweeping horizontal line extending to the right.

Steven W. Kerrigan
City Clerk

Enclosure



City of Marlborough
Office of the City Clerk

140 Main Street
Marlborough, Massachusetts 01752
Telephone (508) 460-3775 Facsimile (508) 460-3723

Steven W. Kerrigan
City Clerk

Wilson Chu
Assistant City Clerk

Early Voting will be available for one (1) week prior to the State Primary, which is scheduled for Tuesday, September 1, 2020.

Residents of Marlborough can cast an Early Voting Ballot at the **Senior Center, 40 New Street** during the days and hours listed below:

EARLY VOTING HOURS

Saturday – August 22, 2020	10:00 AM to 3:00 PM
Sunday – August 23, 2020	10:00 AM to 3:00 PM
Monday – August 24, 2020	9:00 AM to 5:00 PM
Tuesday – August 25, 2020	9:00 AM to 5:00 PM
Wednesday – August 26, 2020	9:00 AM to 5:00 PM
Thursday – August 27, 2020	9:00 AM to 5:00 PM
Friday – August 28, 2020	9:00 AM to 5:00 PM



City of Marlborough

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 JUL 29 P 3:10

MARLBOROUGH CITY COUNCIL

LED SIGN PERMIT APPLICATION

INSTRUCTIONS: This application must be filled out and submitted to the City Council. Applicant must attach to this application a copy of the Building Commissioner's decision detailing the requirements and reason for City Council action. This application form must be signed by the applicant or his authorized agent (and the owner of the property if the owner is not the applicant) prior to submittal to the City Council.

1. Location of the property where sign is located: Street and Number:

269 EAST MAIN ST.

2. What other signs exist on the property (type, size, location):

(A) NORTH ELEVATION WALL SIGN (13.25 SF); (B) SOUTH ELEVATION WALL SIGN (18.6 SF); (C) DOUBLE SIDED POLE SIGN (32.4 SF | FACE); (D) DOUBLE SIDED DIRECTIONALS, QTY 3, (2.7 SF | FACE EACH); (E) DRIVE THRU CLEARANCE BAR - SEE SUPPLIED AERIAL VIEW FOR LOCATIONS.

3. Are there other signs on the property of similar type to what is requested in the LED Sign Permit Application? If so, please state size and location.

THE CLEARANCE BAR THAT WAS APPROVED IS THE SAME HEIGHT AS THE PROPOSED MENU CANOPY.

4. Names of business or activity applying for sign:

DUNKIN DONUTS

5. Applicant:

VIEWPOINT SIGN & AWNING OBO (DUNKIN DONUTS) ANDRADE/LISA REALTY LLC

Street/City/Zip Code:

35 LYMAN ST. NORTHBORO, MA 01532



City of Marlborough

6. Building Owner:

ALEX DIPIETRO (ANDRADE/USA REALTY LLC)
Street/City/Zip Code:
400 WASHINGTON ST. WESTWOOD, MA 02090

7. Contact Information. Please provide an E-mail address as well as Business and Mobile telephone numbers.

Building Owner.

E-mail: ALEX.DIPIETRO@YAHOO.COM Business: 617.549 9633 Mobile: _____
Agent/Owner of Business where sign will be located.

E-mail: ALEX.DIPIETRO@YAHOO.COM Business: 617.549 9633 Mobile: _____
Applicant.

E-mail: LCRONIN@VIEWPOINTSIGN.COM Business: 508.393 8200 x 21 Mobile: _____

8. Applicant is (please check).

Business Owner: _____ Tenant: _____ Other (describe): AUTH. AGENT / CONTRACTOR

Required Attachments & Copies

Description of Sign and Plan: Please include letter from Building Commissioner noted above together with **15 copies** of completed application and plans and color renderings to assist the City Council in its deliberations on the application for a Special Permit for an LED Sign. Other pertinent information may be submitted with this application and may be required by the City Council.

The City Council will hold a Public Hearing on the Application for an LED Sign. Applicant shall pay for advertising of Hearing. Applicant shall obtain a certified abutters' list from the Assessors' Office to attach to this application. Applicant shall notify abutters of Hearing and provide proof of mailing prior to the Hearing.

After the close of the Public Hearing, Applicant shall submit a draft LED Sign Special Permit Decision to the City Council, through the appropriate City Council Committee. A sample decision will be provided to Applicant upon request.

Karen Delada - VIEWPOINT SIGN + AWNING
Applicant Signature

3/13/2020
Date

SEE ATTACHED
Property Owner Signature

3/13/2020
Date

NOTE: New LED Sign(s) may not be erected until the City Council LED Sign Special Permit has been granted and building permit has been issued by the Building Department.



35 Lyman Street
Northboro, MA 01532

508 393-8200
508 393-4244 Fax
signs@ViewPointSign.com
www.ViewPointSign.com

**INTERIOR/EXTERIOR
SIGNAGE**

Electric
Architectural
Dimensional
Wayfinding
Channel Letters
LED/Neon
Electronic Message Centers
Digital Graphics

AWNINGS

Commercial
Backlit
Canvas
Retractable

SIGN SERVICE

**ARCHITECTURAL
METAL FABRICATION**

VEHICLE GRAPHICS

MEMBERS

Massachusetts Sign Association
Rhode Island Sign Association
International Sign Association
Northeast States Sign Association
North East Canvas Products
Association
Industrial Fabrics Association
International

UL LISTED FABRICATORS

Landlord Authorization

Date: 1/28/20

To whom it may concern:

I Alex DiPietro,

Owner of the property located at 269 East Main St. (DUNKIN')
Marlborough, MA 01752

Do hereby consent to allow **Sean Donovan or Lauren Cronin** of ViewPoint Sign and Awning to act on my behalf pertaining to permitting and installation of signs and/or awnings for the property named above.

Sincerely,



Address 400 Washington St, Westwood, MA 02090

Telephone 617 549 9633

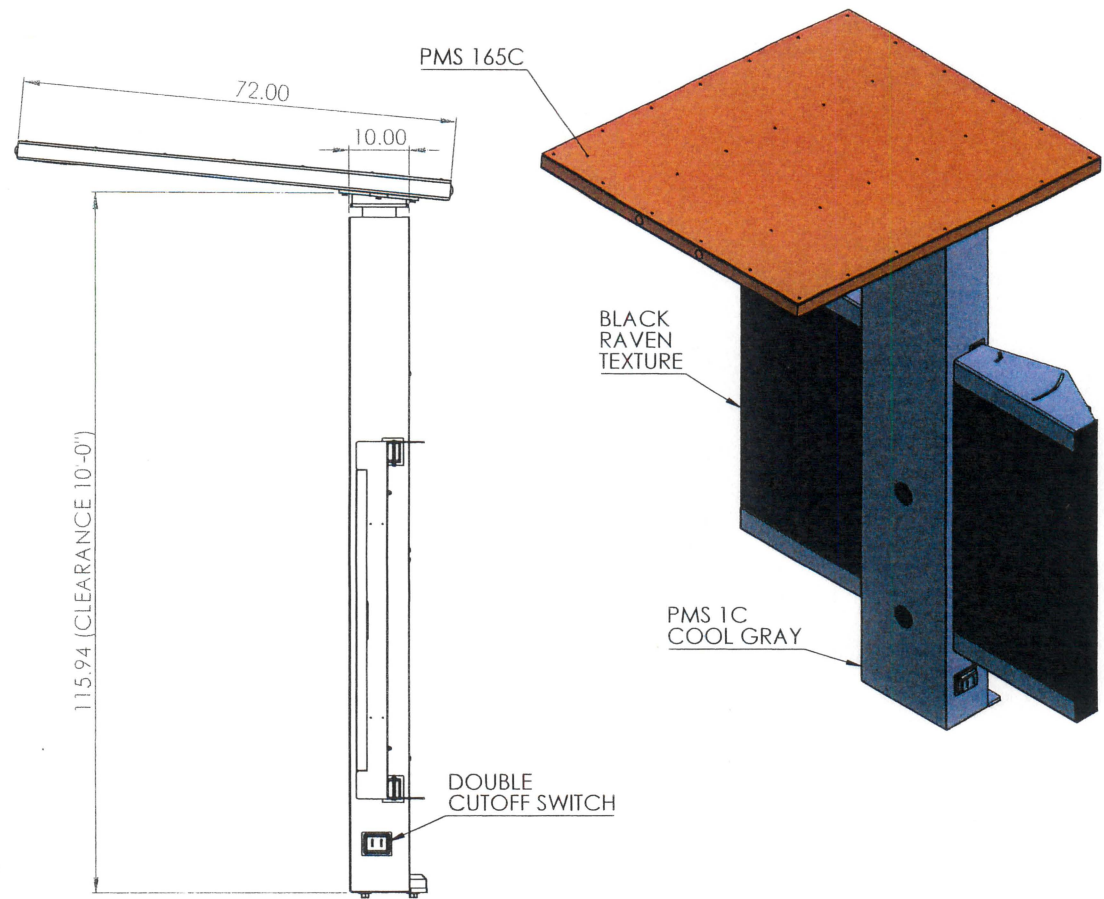
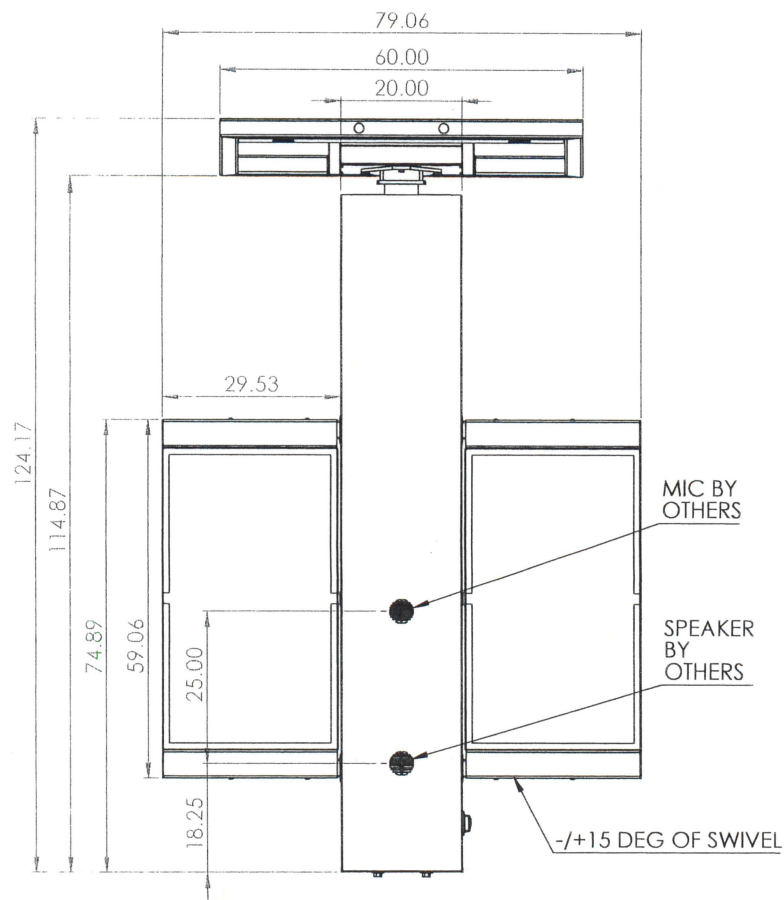
Email: Alex.DiPietro@yahoo.com
(Please print carefully)

Deeded name of property:

Andrade/Lisa Realty LLC



EXAMPLE OF EMC MENU CANOPY



Uni-Structures, Inc.

8540 COBB CENTER DR.
STE 100 KENNESAW, GA 30152
PHONE: (770)-499-2000
PHONE: (800)-386-9864

CLIENT: **DUNKIN**

MADE IN THE USA

DATE: 12/14/2018

LOCATION: STANDARD

STORE: ##### DWG #: ##### ASSEMBLY #: 202121-08

FILE LOCATION: Z:\00000000\Projects\Dunkin Donuts\4---Standards\Order Point\3---Digital Order Point\1---Cob

SALES: DANA McDOUGAL DESIGNER: D. CARTER SCALE: NTS

NOTE:

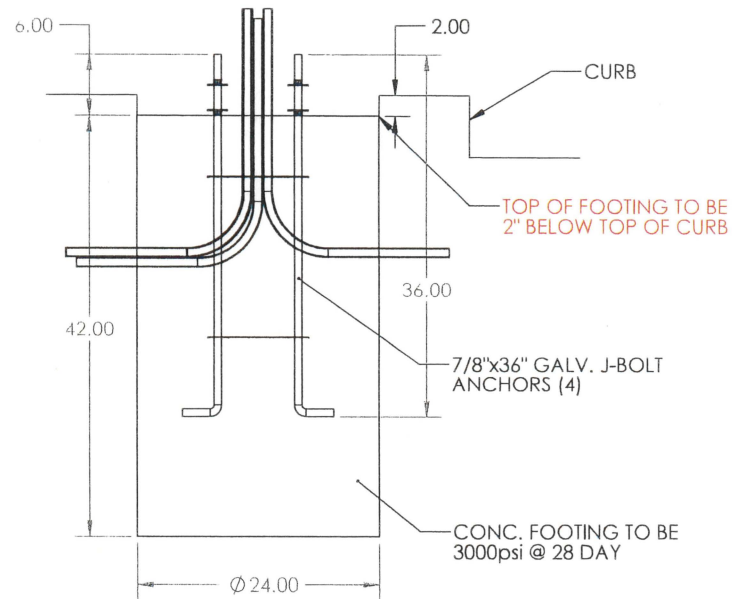
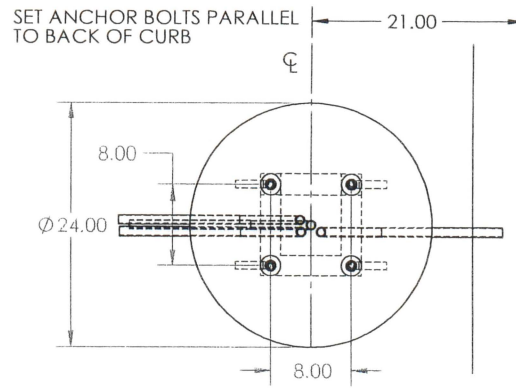
THIS IS AN ORIGINAL, COPYRIGHTED DRAWING BY
UNI-STRUCTURES, INC. (USI) AND SUBMITTED FOR YOUR
PERSONAL USE IN CONNECTION WITH A PROJECT
BEING PLANNED FOR YOU BY UNI-STRUCTURES, INC.
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THE EXPRESS WRITTEN CONSENT OF USI, PURSUANT TO
USI TERMS AND CONDITIONS. COPYRIGHT © 2008-2017,
UNI-STRUCTURES, INC. ALL RIGHTS RESERVED
WORLDWIDE

NOTE: SNOWLOAD 65LBS PER SQ.FT.

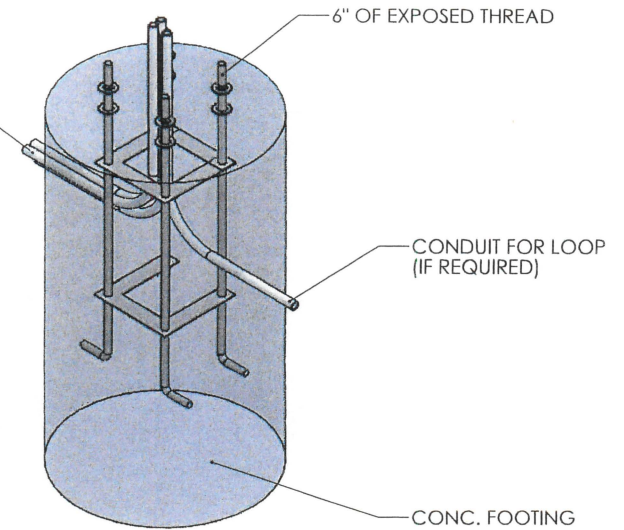
WEIGHT: ~650LBS

ASSEMBLY #:
202121-08

SHEET: 1 OF 26



(3) 3/4" CONDUIT FOR LOW VOLTAGE AND 120v POWER



ANY SITE SPECIFIC ENGINEERING SUPERSEDES THIS DETAIL



Uni-Structures, Inc.

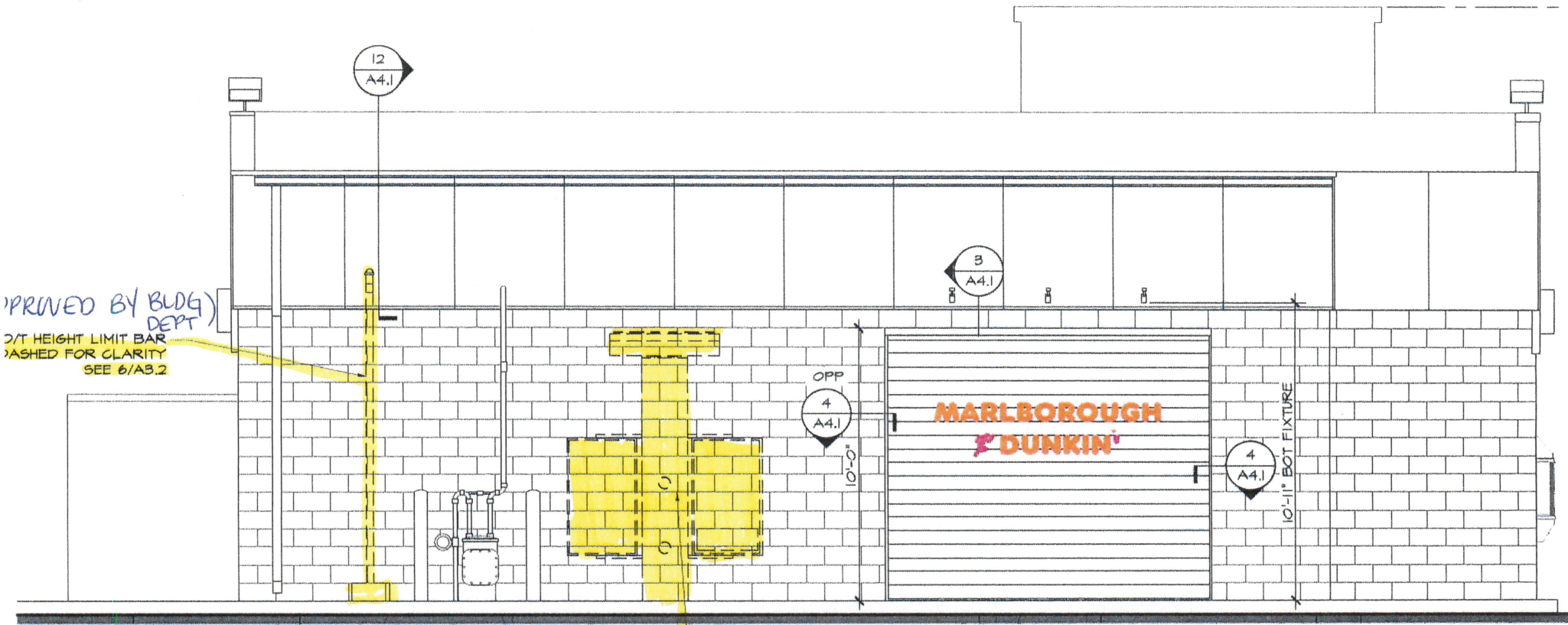
8540 COBB CENTER DR.
STE 100 KENNESAW, GA 30152
PHONE: (770)-499-2000
PHONE: (800)-386-9864

CLIENT:		MADE IN THE USA	
		DATE:	
LOCATION:			
STORE:	DWG #:	ASSEMBLY #: 200066-08	
FILE LOCATION: Z:\00---Projects\Dunkin Donuts\4---Standards\			
SALES:	DESIGNER:	SCALE: NTS	

NOTE:
THIS IS AN ORIGINAL, COPYRIGHTED DRAWING BY UNI-STRUCTURES, INC. (USI) AND SUBMITTED FOR YOUR PERSONAL USE IN CONNECTION WITH A PROJECT BEING PLANNED FOR YOU BY UNI-STRUCTURES, INC. AND IS NOT TO BE SHOWN TO ANYONE OUTSIDE YOUR ORGANIZATION, NOR IS IT TO BE USED, COPIED, REPRODUCED, OR EXHIBITED IN ANY FORM WITHOUT THE EXPRESS WRITTEN CONSENT OF USI, PURSUANT TO US TERMS AND CONDITIONS. COPYRIGHT © 2008-2017, UNI-STRUCTURES, INC. ALL RIGHTS RESERVED WORLDWIDE

ASSEMBLY #:
200066-08

SHEET: 1 OF 1

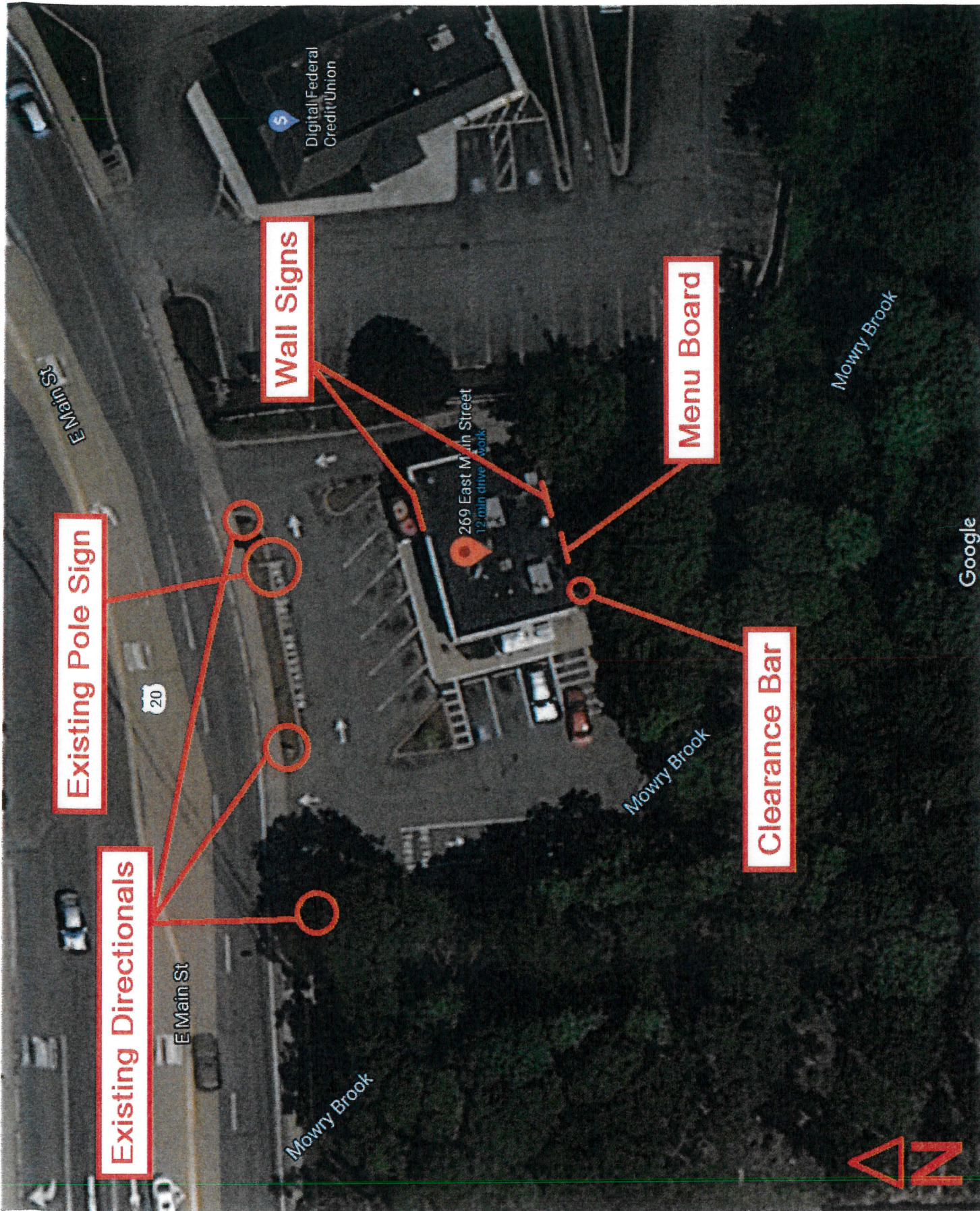


IMPROVED BY BLDG DEPT
D/T HEIGHT LIMIT BAR
DASHED FOR CLARITY
SEE 6/A3.2

4 PROPOSED SOUTH ELEVATION
SCALE: 1/4" = 1'-0"

D/T MENU BOARD
SEE 2/A3.2

TO BE INSTALLED
IN PLACE OF PRE-EXISTING MENU.



Existing Pole Sign

Existing Directionals

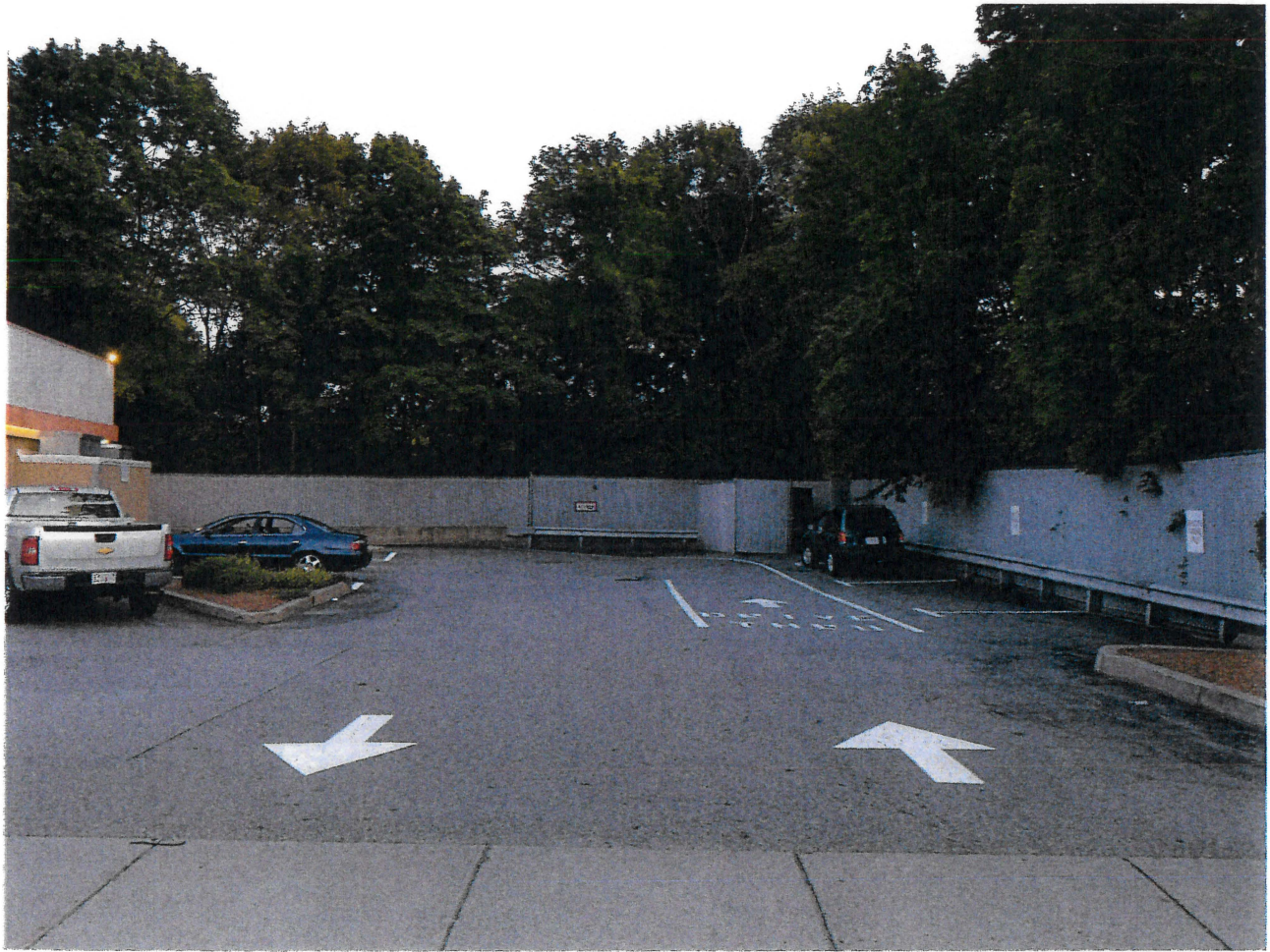
Wall Signs

Menu Board

Clearance Bar



Google



DRIVE THRU IS LOCATED
ON SOUTH SIDE OF
PROPERTY



PRE-EXISTING SITE CONDITIONS



PRE-EXISTING SITE CONDITIONS.



PRE-EXISTING CLEARANCE BAR & MENU TO BE REMOVED.



City of Marlborough
Commonwealth of Massachusetts



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

3/11/2020

Viewpoint Sign and Awning
35 Lyman Street
Northborough, MA 01532
ATTN: David Randa

RE: Sign Denial Letter at 269 East Main St. BP-2020-000181

To whom it may concern,

On 2/8/2020 it was noted that a Sign Permit was applied for relating to the installation of Electronic Message Signage in the form of an LED menu board at the Dunkin Donuts located at 269 East Main Street.

- This installation is not allowed per Marlborough General City Code §526-13 in that a Special Permit is required for all Electronic Message Center Signs.

§ 526-13 Electronic message center signs; digital display signs.

[Added 8-25-2014 by Ord. No. 14-1005880B]

A. Applicability.

(2) The regulations in § 526-13 permit digital display signs and electronic message center (EMC) signs in all zoning districts except for Rural Residence (RR) Districts, Residence (A-1) Districts, Residence (A-2) Districts, Residence (A-3) Districts, Residence B (RB) Districts, Residence C (RC) Districts, Retirement Community Residence (RCR) Districts, and the Downtown Business District outlined in § 526-9L, in which districts such signs are strictly prohibited. Digital display signs and EMC signs shall be permitted with the approval of the Building Commissioner, shall be subject to all other provisions governing signs in Chapter 526, the City's Sign Ordinance, and shall require a special permit.

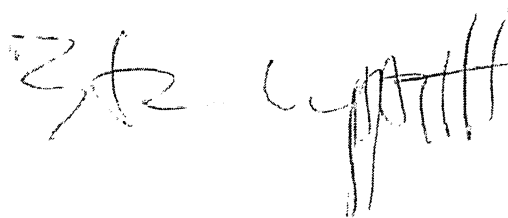
§ 526-13 Electronic message center signs; digital display signs.

[Added 8-25-2014 by Ord. No. 14-1005880B]

C. Legally preexisting nonconforming EMC and digital display signs. Legally preexisting nonconforming EMC signs and digital display signs, to the extent they have the technical capability to do so, shall be operated in conformance with the operational standards set forth in this § 526-13. In the absence of a light-sensing device, sign owners shall ensure either that the signs are dimmed to meet brightness standards set forth in § 526-13B(6) above or that the signs are turned off from sunset to sunrise. All legally preexisting nonconforming signs shall be brought into compliance with this amendment upon being significantly updated or replaced, as determined by the Building Commissioner or a designee of the Building Commissioner, or at the end of 10 years from the date of approval of this amendment, whichever is sooner.

The special permit application package can be found at https://www.marlborough-ma.gov/sites/marlboroughma/files/uploads/1_special_permit_application.pdf

Code Enforcement Officer Ethan Lippitt

A handwritten signature in black ink, appearing to read 'Ethan Lippitt', with a stylized, cursive script.

CC File
 City Council
 Commissioner Cooke
 City Clerk
 Planning Board Secretary

**Abutters 269 East Main St 400 ft
MARLBOROUGH, MA**

P	Block	Lot	Unit	Owner-s Name	Co Owner-s Name	Address	City	ST Zip	Parcel Location
23				KARNAK REALTY LLC		248 E MAIN ST P O BOX 701	MARLBOROUGH	MA 01752	230-266 EAST MAIN ST
24				SPEROU JOHN C TR	CHALAT T SPEROU TR	P O BOX 733	MARLBOROUGH	MA 01752	280 EAST MAIN ST
37				LAGRECA JOHN	SARA LAGRECA	1 HOSMER ST	MARLBOROUGH	MA 01752	1 HOSMER ST
68				MITRAKAS GREGORY TR	297 EAST MAIN STREET REALTY TRUST	297 EAST MAIN ST	MARLBOROUGH	MA 01752	297 EAST MAIN ST
69				DIGITAL EMPLOYEES FEDERAL CREDIT UN	ATT ACCOUNTING DEPT	220 DONALD J LYNCH BLVD	MARLBOROUGH	MA 01752	279 EAST MAIN ST
75	A	1		KARLOFF LISA R	SUZANNE R KARLOFF	29-A CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	29-A CRYSTAL BROOK WAY
75	A	3		KELLEY KRISTINE		C/O KRISTINE OWEN	NORTHBOROUGH	MA 01532	29-B CRYSTAL BROOK WAY
75	A	5		KARLOFF MARC J		29-C CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	29-C CRYSTAL BROOK WAY
75	A	7		BLISS MELINDA A LIE EST	JAMES J HOURIHAN LI EST	29-D CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	29-D CRYSTAL BROOK WAY
75	A	9		PERLMUTTER JOSHUA B		29-E CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	29-E CRYSTAL BROOK WAY
75	A	11		SATHNUR ARUN	ALKA SATHNUR	9 MILESTONE LN	NORTHBOROUGH	MA 01532	29-F CRYSTAL BROOK WAY
75	A	13		JANI RAJESH K		29-G CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	29-G CRYSTAL BROOK WAY
75	A	15		SCHAFER HIROKO		29-H CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	29-H CRYSTAL BROOK WAY
75	B	17		BURKE WILLIAM H		47-A CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	47-A CRYSTAL BROOK WAY
75	B	19		MELAMED LEON	YELENA MELAMED	47-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	47-B CRYSTAL BROOK WAY
75	B	21		LIBBY ALBERT F TR	LAURIE A CHILDS TR	47-C CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	47-C CRYSTAL BROOK WAY
75	B	23		ARUN SUBRAMONIAM	SUBA DURAIRAJAN	550 SOUTH ST	SHREWSBURY	MA 01545	47-D CRYSTAL BROOK WAY
75	B	25		ROTHWELL ENID B		47-E CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	47-E CRYSTAL BROOK WAY
75	B	27		SOBCZAK ERNESTINE B		47-F CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	47-F CRYSTAL BROOK WAY
75	B	29		VIANA VILMA V		47-G CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	47-G CRYSTAL BROOK WAY
75	B	31		DAVIDSON JENNIFER		47-H CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	47-H CRYSTAL BROOK WAY
75	C	33		FRANCISCO VINICIUS V		55-A CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	55-A CRYSTAL BROOK WAY
75	C	35		FELIX ELAINE KALTSOS		55-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	55-B CRYSTAL BROOK WAY
75	C	37		TAYLOR JEANINE		55-C CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	55-C CRYSTAL BROOK WAY
75	C	39		CARLIN MICHAEL P	KATIA CARLIN	55-D CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	55-D CRYSTAL BROOK WAY
75	C	41		MARTIN PAULA TR	41 CRYSTAL BROOK REALTY TRUST	55-E CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	55-E CRYSTAL BROOK WAY
75	C	43		CASTOLDI GUY R		55-F CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	55-F CRYSTAL BROOK WAY
75	D	45		ROWE RUTH E		67-A CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	67-A CRYSTAL BROOK WAY
75	D	47		HEBERT MARTHA J		67-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	67-B CRYSTAL BROOK WAY
75	D	49		EATON ROBERT J	SUSAN J EATON	67-C CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	67-C CRYSTAL BROOK WAY
75	D	51		OWEN JONATHAN M	N/O MARK BURDETTE	67-D CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	67-D CRYSTAL BROOK WAY
75	D	53		DONAHUE DONNA J		67-E CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	67-E CRYSTAL BROOK WAY
75	D	55		LIADIS ALEXANDER	LAUREN LIADIS	67-F CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	67-F CRYSTAL BROOK WAY
75	D	57		IGLESIAS THOMAS A	REBECCA E IGLESIAS	67-G CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	67-G CRYSTAL BROOK WAY
75	E	28		POPE RUTH H		64-A CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	64-A CRYSTAL BROOK WAY
75	E	30		JOHN PAUL I		64-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	64-B CRYSTAL BROOK WAY
75	E	32		CAVALLO ALBERT P III		64-C CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	64-C CRYSTAL BROOK WAY
75	E	34		LAROCHE FRANCES		64-D CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	64-D CRYSTAL BROOK WAY
75	E	36		MESERVEY MARC A		64-E CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	64-E CRYSTAL BROOK WAY
75	E	38		JOHNSON LAWRENCE P	EIKO JOHNSON TRS	18112 DAVES AVE	MONTE SERENO	CA 95030	64-F CRYSTAL BROOK WAY
75	E	40		FARR DOUGLAS H		64-G CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	64-G CRYSTAL BROOK WAY
75	F	20		JOHNSTON JAY L	HEATHER WHITMAN-JOHNSTON	40-A CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	40-A CRYSTAL BROOK WAY
75	F	22		DONNELLY JUNE K		40-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	40-B CRYSTAL BROOK WAY
75	F	24		TULLY ANNE M		40-C CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	40-C CRYSTAL BROOK WAY
75	F	26		DAVIS MARJORIE TR	MARJORIE DAVIS 2008 FAMILY TRUST	400 HEMENWAY ST STE 146	MARLBOROUGH	MA 01752	40-D CRYSTAL BROOK WAY
						26-E CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	26-E CRYSTAL BROOK WAY

**Abutters 269 East Main St 400 ft
MARLBOROUGH, MA**

Ap	Block	Lot	Unit	Owner's Name	Co Owner's Name	Address	City	ST Zip	Parcel Location
75	G	4		RIPLEY JOANNE		26-H CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	26-H CRYSTAL BROOK WAY
75	G	6		CHRYSSANTHACOPOULOS PETER		26-G CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	26-G CRYSTAL BROOK WAY
75	G	8		GREENHAN ANN MCWALTER		26-F CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	26-F CRYSTAL BROOK WAY
75	G	10		KISZKA BARBARA BAZEMORE TR	BARBARA BAZEMORE KISZKA LIVING TRUS	26-E CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	26-E CRYSTAL BROOK WAY
75	G	12		KELLEHER RUTH M		26-D CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	26-D CRYSTAL BROOK WAY
75	G	14		BEAULAC MAUREEN L TR	26 CRYSTAL BROOK WAY REALTY TRUST	26-C CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	26-C CRYSTAL BROOK WAY
75	G	16		DRESS JEFFREY W TR	26B CRYSTAL BROOK WAY REALTY TRUST	26-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	26-B CRYSTAL BROOK WAY
75	G	18		SILVESTRI EDITH P		95 PETER RD	PLYMOUTH	MA 02360	26-A CRYSTAL BROOK WAY
75	H	42		BARKER PATRICIA M	SUSAN M DOIRON LAURIE M YANAWAY	84-A CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	84-A CRYSTAL BROOK WAY
75	H	44		LYNCH DONNA M		84-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	84-B CRYSTAL BROOK WAY
75	H	46		MILLER KERRY L		84-C CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	84-C CRYSTAL BROOK WAY
75	H	48		ULLAL VINAYAK MALLYA		84-D CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	84-D CRYSTAL BROOK WAY
75	H	50		STANTON GERALD TR	GERALD STANTON REVOCABLE LIVING TRU	151 S W 7TH ST	POMPAN0 BEACH	FL 33060	84-E CRYSTAL BROOK WAY
75	H	52		HONENS PAUL D		84-F CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	84-F CRYSTAL BROOK WAY
75	H	54		BENNETT NORMAN W	SHARON A FRANCIS	84-G CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	84-G CRYSTAL BROOK WAY
75	J	56		BELFORD PAULA E		94-A CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	94-A CRYSTAL BROOK WAY
75	J	58		GLASSER KAREN		94-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	94-B CRYSTAL BROOK WAY
75	J	60		MARINO RENEE A TR	DANIELLE ELLERO TR	ATTN MARIANNE DICAMPO	MARLBOROUGH	MA 01752	94-C CRYSTAL BROOK WAY
75	J	62		KUCHARCZAK KRZYSZTOF	ELZBIETA KUCHARCZAK	94-D CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	94-D CRYSTAL BROOK WAY
75	J	64		LAMOUREAUX NICOLE		94-E CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	94-E CRYSTAL BROOK WAY
75	J	66		WAITT SHARON A		94-F CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	94-F CRYSTAL BROOK WAY
75	K	68		QUIGLEY KEVIN J		100-A CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	100-A CRYSTAL BROOK WAY
75	K	70		DE AGAZIO COLOMBO LI EST		100-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	100-B CRYSTAL BROOK WAY
75	L	59		ST GEORGE FLORENCE A		752 CONCORD RD	SUDBURY	MA 01776	97-A CRYSTAL BROOK WAY
75	L	61		JORDAN MARY K		97-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	97-B CRYSTAL BROOK WAY
75	L	63		DUMAINE KAREN G		97-C CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	97-C CRYSTAL BROOK WAY
75	L	65		IGNACHUCK JEAN		97-D CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	97-D CRYSTAL BROOK WAY
75	M	67		TREMBLAY MICHAEL	PHYLLIS TREMBLAY	19 HICKORY LN	HUDSON	MA 01749	109-A CRYSTAL BROOK WAY
75	M	69		VARNUM NANCY		109-B CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	109-B CRYSTAL BROOK WAY
75	M	71		KALLAT AVINASH	DEKEYA KALLAT	17 LANCASTER RD	NORTHBOROUGH	MA 01532	109-C CRYSTAL BROOK WAY
75	M	73		MCWHIRTER KAREN L		109-D CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	109-D CRYSTAL BROOK WAY
75	M	75		LALLY RHONDA M		109-E CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	109-E CRYSTAL BROOK WAY
75	M	77		MCCARTHY DEBORAH TR	THERESA STRANG TR	C/O JANET CONNOLLY	MARLBOROUGH	MA 01752	109-F CRYSTAL BROOK WAY
75	M	79		MASNOON SALLY B		109-G CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	109-G CRYSTAL BROOK WAY
75	M	81		MOAR KATHLEEN PATRICIA		109-H CRYSTAL BROOK WAY	MARLBOROUGH	MA 01752	109-H CRYSTAL BROOK WAY
78				FISHER DONALD R	C/O LIRON CO INC	19 BROOK RD STE 100	NEEDHAM	MA 02494	42 CURTIS AVE
79				255 MAIN REALTY LLC	C/O SUPERIOR PRINTING INK CO	100 NORTH ST	TETERBORO	NJ 07608	EAST MAIN ST
82				255 MAIN REALTY LLC	C/O SUPERIOR PRINTING INK CO	100 NORTH ST	TETERBORO	NJ 07608	EAST MAIN ST
85				GUITIERRES LUIS	VIVIANE GUITIERRES	542 OLD ROAD TO 9 ACRE CO	CONCORD	MA 01742-4117	245 EAST MAIN ST
86				SANTOS LOURIVAL		24 HAGER ST	MARLBOROUGH	MA 01752	11 CURTIS AVE
88	41	A		BRUSO MICHAEL E		41-A CURTIS AVE #A	MARLBOROUGH	MA 01752	41-A CURTIS AVE #A
88	41	B		BOURNE CARYL S		41-B CURTIS AVE #B	MARLBOROUGH	MA 01752	41-B CURTIS AVE #B
88	41	C		POWELL HARRY J		41-C CURTIS AVE #C	MARLBOROUGH	MA 01752	41-C CURTIS AVE #C
88	41	D		MURRAY MICHAEL		41-D CURTIS AVE #D	MARLBOROUGH	MA 01752	41-D CURTIS AVE #D
88	43	A		BELL JAMES G		43-A CURTIS AVE #A	MARLBOROUGH	MA 01752	43-A CURTIS AVE #A

Abutters 269 East Main St 400 ft
MARLBOROUGH, MA

p	Block	Lot	Unit	Owner~s Name	Co Owner~s Name	Address	City	ST Zip	Parcel Location
88	43	C		EMERSON BRENDAN J		3 MOULTON RD	SOUTHBOROUGH	MA 01772	43-C CURTIS AVE #C
88	43	D		MICHEL HARRY		43-D CURTIS AVE #D	MARLBOROUGH	MA 01752	43-D CURTIS AVE #D
88	43	E		KHAIR ISHRAK		43-E CURTIS AVE #E	MARLBOROUGH	MA 01752	43-E CURTIS AVE #E
88	43	F		WATSON ELVIRA F		43-F CURTIS AVE #F	MARLBOROUGH	MA 01752	43-F CURTIS AVE #F
88	45	A		CALLAHAN KAREN M		45-A CURTIS AVE #A	MARLBOROUGH	MA 01752	45-A CURTIS AVE #A
88	45	B		BATISTA PAULO F		45-B CURTIS AVE #B	MARLBOROUGH	MA 01752	45-B CURTIS AVE #B
88	45	C		DALEY PAUL E TR	PAUL E DALEY TRUST	45-C CURTIS AVE #C	MARLBOROUGH	MA 01752	45-C CURTIS AVE #C
88	45	D		GRADY RAMONA A TR	RAMONA A GRADY REVOCABLE TRUST	45-D CURTIS AVE #D	MARLBOROUGH	MA 01752	45-D CURTIS AVE #D
88	45	E		SUI JINLIANG	WEIPING GUAN	20 BURGESS FARM RD	DRACUT	MA 01826	45-E CURTIS AVE #E
88	45	F		LYONS JOAN B		45-F CURTIS AVE #F	MARLBOROUGH	MA 01752	45-F CURTIS AVE #F
88	47	A		FOURNIER TRACY L	MICHAEL FOURNIER	47-A CURTIS AVE #A	MARLBOROUGH	MA 01752	47-A CURTIS AVE #A
88	47	B		CONNELL MARY M		47-B CURTIS AVE #B	MARLBOROUGH	MA 01752	47-B CURTIS AVE #B
88	47	C		PANCHAPAGESAN SRIVIDHYA		15 ERLIN RD	CHELMSFORD	MA 01824	47-C CURTIS AVE #C
88	47	D		WASSENAR BYRON J		47-D CURTIS AVE #D	MARLBOROUGH	MA 01752	47-D CURTIS AVE #D
88	47	E		FIGUEIREDO MANUEL J		47-E CURTIS AVE #E	MARLBOROUGH	MA 01752	47-E CURTIS AVE #E
88	47	F		PUNGITORE MATTHEW D		47-F CURTIS AVE #F	MARLBOROUGH	MA 01752	47-F CURTIS AVE #F
88	49	A		SHAUGHNESSY KELLY J		49-A CURTIS AVE #A	MARLBOROUGH	MA 01752	49-A CURTIS AVE #A
88	49	B		ANTONELLIS CESIDA		49-B CURTIS AVE #B	MARLBOROUGH	MA 01752	49-B CURTIS AVE #B
88	49	C		KEEFE BONNIE M	EDWARD J KEEFE JR	49-C CURTIS AVE #C	MARLBOROUGH	MA 01752	49-C CURTIS AVE #C
88	49	D		PARKER ELIZABETH TR	ELIZABETH PARKER DECLARATION OF TRU	49-D CURTIS AVE #D	MARLBOROUGH	MA 01752	49-D CURTIS AVE #D
88	49	E		EGAN DIANE M		49-E CURTIS AVE #E	MARLBOROUGH	MA 01752	49-E CURTIS AVE #E
88	49	F		TAMMEN JAMES C		49-F CURTIS AVE #F	MARLBOROUGH	MA 01752	49-F CURTIS AVE #F
93				ART-LEE LLC	C/O SHIVICK MANAGEMENT LLC	66 BORKUM RD	SPENCER	MA 01562	231 EAST MAIN ST
95				MCCARTHY MICHAEL TR	BILLIE SUE MCCARTHY TR	4 THURSTON HILL RD	RUTLAND	MA 01543	207 EAST MAIN ST
128				KARNAK REALTY LLC		248 E MAIN ST P O BOX 701	MARLBOROUGH	MA 01752	222 EAST MAIN ST
69B				FISHER DONALD R	C/O LIRON CO INC	19 BROOK RD STE 100	NEEDHAM	MA 02494	319 EAST MAIN ST
86A				49 GROUP LLC		871 MASSACHUSETTS AVE	BOXBOROUGH	MA 01719	CURTIS AVE
86B				VISCO ROBERT		30 OLD STOW RD	HUDSON	MA 01749	CURTIS AVE
87A				MCCARTHY MICHAEL K	BILLIE S MCCARTHY	4 THURSTON HILL RD	RUTLAND	MA 01543-1624	27 CURTIS AVE
75	A	11							26-109 -A CRYSTAL BROOK WAY

MARLBOROUGH ASSESSORS

Anthony C. Amato Jr.
William J. Silverstein
Janet May

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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 JUL 23 P 2:26

Brian R. Falk
Mirick O'Connell
100 Front Street
Worcester, MA 01608-1477
bfalk@mirickoconnell.com
t 508.929.1678
f 508.983.6256

July 23, 2020

VIA EMAIL

Councilor Michael Ossing, President
Marlborough City Council
City Hall
Marlborough, MA 01752

Re: Project Name Change;
Walcott Heritage Farms – 339 Boston Post Road East;
City Council Order No. 20-1007995B

Dear Councilor Ossing:

On behalf of my client WP Marlborough MA Owner, LLC (Waypoint Residential), I am notifying you that the name of the multifamily project proposed for 339 Boston Post Road East (the McGee property) has been changed from “Volaris Marlborough” to “Walcott Heritage Farms.”

This change was noted in the most recent set of site plans submitted to the City Council dated July 8, 2020, and discussed at the City Council's public hearing on July 20, 2020. Nothing about the project as proposed so far will be impacted by the name change. The building and site designs will be the same. “Walcott” is Waypoint Residential's top of the line brand, with the highest level of finishes and amenities.

I have copied the Conservation Commission, Zoning Board of Appeals, and Site Plan Review Committee to this notice, thereby notifying those boards of the project name change.

Thank you for your time and attention to this matter.

Very truly yours,



Brian R. Falk

BRF/ljk

cc: Conservation Commission
Zoning Board of Appeals
Site Plan Review Committee
Client



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CITY OF MARLBOROUGH

2020 AUG 19 A 10:28

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. 2020-1007995B
Application for Special Permit by
WP Marlborough MA Owner, LLC (Wayside Residential)
339 Boston Post Road East
Multifamily Dwelling Residential Project

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 November 18, 2020.

By: _____
Michael H. Ossing, City Council President,
acting on behalf of, and at the direction of,
the special permit granting authority:
Marlborough City Council

By: _____
Brian R. Falk, Esq.
For Petitioner

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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Valthea McGee Fry

July 25, 2020

Dear City of Marlborough,

2020 AUG -4 A 7:32

This is concerning the 339 Boston Post Road(East) Marlborough, MA. I am the only daughter of Drs. Francis and Virginia McGee.

To start out I want to say how I appreciated the years that my mother was provided with a small pension and health insurance from the city of Marlborough. The health insurance helped pay for doctor and medicine bills until the day my mother passed.

My dad was on the Board of Health for over 38 years and was a Civil Servant to the city of Marlborough. This was his birth place and he grew up and attended Marlborough public schools. His father (my grandfather) was one of eleven children in the McGee Family that lived and became professionals in town (dentist, mailman, barber, etc.). I vividly remember lunching every day at my grandmother's home when I attended Marlborough's Bigelow Elementary School in the 1960s.

My Dad and Mom were very well know Veterinarians in town since 1946. They were both Civil Servants of the town- my dad on the board of health department in addition he also donated his time to rabies clinics, countless speeches to 4-H and other agricultural causes. My mom placed thousands of animals in loving homes. They both treated animals with loving care and many times treating animals for free as they knew the people could not afford Veterinary Bills. I always remember witnessing them being sensitive to a person's pride and dignity who insisted on paying. They would reply some amount like \$2.00 to make them feel they were not getting something for free. My parents never wanted to discourage people in having animals in their lives as they knew how important it was physically and psychologically. Their doors were always open and I

remember knocks on the door at 2:00 or 3:00 in the morning with an animal hit by a car etc. They always took care of their emergencies as well as their office hours (7 days a week). Sadly I never remember them taking a vacation as they loved their work so much and felt they were there to serve the public.

My Dad unfortunately died early at 66 years of age. My mom was left to run things and she tried getting young Veterinarians in to the Veterinary Hospital. Two attempts only extended the practice for a few years before bankruptcies ended them. I took care of my mom until her death at 93 years old with the help of healthcare workers. I wanted to keep her in her home and surround her with the horses, sheep and her loved Rottweiler "Orrin". She loved this environment and really treasured her home and farm. I was able to get 3 Equestrian Centers in during a 15 year period. It made me feel good to see the young girls riding as I had done in my younger years. The down side of these Equestrian Center however was I was always in debt at the farm. These lessees would leave and leave me with large bills of unpaid rent, utility bills and taxes. I was able to do this until her death in 2017. My mother had a revocable trust estate plan (drawn up in 2003) as a continuance of a Will she created in 1993 where she left me in charge and I was also her health proxy and power of attorney. She always told me she knew I would do the right thing. My mother passed in her own bed in her own room, never leaving the home she and my dad built.

After my mother's death, I decided I wanted to do something with the property that would carry on a legacy for my parents. My life is now centered in Northern Virginia where the families of my own daughters (and their children) have settled long term. I still have the love and attachment to the place where I grew up. However I can no longer prioritize or provide the time, money and travel required to keep up the property.

I searched for over a year and in 2018 met the Company Waypoint. They proposed a plan not like other building projects in Marlborough where they would retain 70% of meadow and green space that I loved and grew up in. We talked about also having granite benches in front where my parents name would be engraved and an area that would be beautiful. I understand the town's concern about traffic... over the years I have made innumerable turns out of our driveway onto Boston Post Road. On this issue, I am encouraged by Waypoint's engagement with the current MA DOT project to improve (widen) Post Road in this area. A road plan that includes the new property usage makes me hopeful that the traffic pattern will improve. In any case, the difficult decision came about after many offers to buy the property from companies and people that wanted to build shopping centers and strip malls etc. I very much want Waypoint's project to be approved, as I think it is aesthetically beautiful and very respectful of the custodians of the land that came before them. I feel my parents were pillars to Marlborough's Dignity-" A country kind of city"

Thank you for your time,
Valthea McGee Fry

To: Marlborough City Councilors

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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 AUG -7 P 3:10

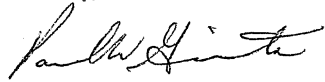
Having been locked out of the July 20th Virtual Hearing before having the ability to speak, I am submitting the following comments for your kind consideration and review of my opposition to the proposal concerning 339 Boston Post Rd development:

1. As chairman of the ZBA I had recused myself from sitting on this case since I am an abutter and did not want to display any bias or unfair treatment during the ZBA hearing, especially if it would jeopardize some legal issue with the city. However, the City Solicitor agreed that I could speak as a private citizen during any other public venue.
2. I have read the letter from Cindy Zomar, former Ward 7 City Councilor, and it presented comments and questions that I agree with or want answers to as well.
3. My opposition encompasses the valid issues of Rte.20 traffic, air and water pollution, population density, loss of wetlands, tree removals, flooding problems, impact on schools and buses, and police or fire safety concerns.
4. On the west side of the Cube Smart storage building there exists a brook running adjacent to some mobile homes on Victoria Lane. This brook is associated with the wetlands in question and, after heavy rains, evidence indicates the brook often overflows its banks --- a concern of damage to abutting homes. This matter should be pursued to provide some protections
5. Recently, the City increased the size of the sewer pumping station servicing the 20 year old complex known as the Villages at Marlborough East condos, for residents- over-55. Sewage is pumped up over the hill on rte. 20, past the mall and Chill restaurant and allows for gravity flow to the newer Easterly Wastewater Treatment Plant. I am concerned about the impact of 188 units discharging sewage into this system.
6. Applicant's data show weekly daily vehicle trips to be 1034. By comparison, the 100 units from the Villages Ccplex average approximately 100 daily vehicle trips.
7. Route 20 East has a preponderance of multi-storied apartment/condo buildings which contribute greatly to disrupted traffic flow from vehicles going into or out of the many driveways. This project will increase frustrations for affected drivers.
8. The remote parking lot shown is about 280 ft. from the main entrance which further impacts traffic flow; also, trees needing to be removed to allow this parking further disrupts the environment – reducing greenspace in the area.
9. The tight truck turning movements shown on this project may not meet NFPA recommendations that, in my experience, would require fire truck access on all 4 sides of multi-storied buildings, when possible, to battle fires quickly.

10. Currently no pedestrian crosswalks nor sidewalks on either side of Rte. 20 exist in this area. Mass Highway Dept. has proposed improvements to Rte. 20 to include sidewalks, curbing, and 5 ft. bike lanes on each side. Bids will be sought in 2021 with construction starting in late 2021 or early 2022. It will be a traffic nightmare!
11. When I moved here 20 years ago I sought assistance from Ron LaFreniere, the DPW commissioner, who convened a meeting with the regional MHD engineer to consider placing a signal at our entrance to Village Dr. since many of our seniors were in fear trying to enter or exit there. Discussions revealed that no signal would meet required warrants since the signals at Farm Rd/Wilson St intersection were too close. Stopping right turns on red from Wilson St was offered as the only solution to allow gaps in traffic. Experience has shown poor sign location does not stop right turns.
12. Finally, basements of proposed buildings should be at least 2 ft. above the base flood elevation. Has that been verified on plans? Also, has any thought been considered for eliminating at least one building from this project? Maybe the pool area? Then remote parking could be omitted and allow such parking within main areas.

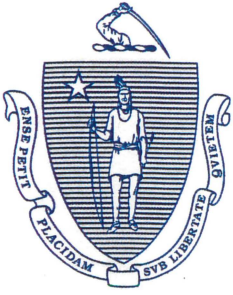
In conclusion, I respectfully request the opportunity to appear before the Urban Affairs Committee to elaborate and discuss the above issues in person. Also, at least 2 other residents in our complex who were prevented from accessing the Council Virtual Hearing would like the opportunity to appear. We all would adhere to the system of sanitizing, wearing masks and keeping required distancing. Many more residents would like to have attended real public hearings in a larger room or auditorium if it were provided. I would appreciate some positive response, for myself and others.

Sincerely,



Paul W. Giunta, 25 Westminster DR





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



COMMISSION CHAIRMAN
RICHARD DAY

EXECUTIVE DIRECTOR
TIMOTHY D. DESCHAMPS

July 22, 2020

City of Marlboro
Health Department
Marlboro, MA 01752

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 August/September:

August 5, 12, 19, 26, September 2

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 <https://www.cmmcp.org/pesticide-information>.

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 <https://www.cmmcp.org/>. Results of these requests may initiate an application of mosquito insecticides to defined, site-specific areas of town. These applications will be performed by using truck-mounted equipment staying on paved surfaces.

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: <https://www.cmmcp.org/pesticide-information/pages/pesticide-exclusion>.

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

**CITY OF MARLBOROUGH MEETING
Conservation Commission**

Minutes

June 25, 2020

7:00 PM

**RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH**

2020 AUG 13 A 6:55

This meeting was recorded by video/audio

Chairman Clancy Read the following to explain how the meeting would run: Participation will be via Virtual Means Only - Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Marlborough Conservation Commission will be conducted via remote participation. The public may participate in this meeting via Remote Participation: A link to the website for the meeting will be provided on the City's website on the City public meeting Calendar and on the Conservation Commission website at least 48 hours prior to the meeting. To access the City web site go to: <https://www.marlbrough-ma.gov/> and choose calendar and click on the June 25, 2020 meeting date. Any questions please call: 508-460-3768.

Present: By roll call vote: Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; John Skarin- yea 6-0 (a quorum). Also present was Priscilla Ryder Conservation Officer.

Absent: Dennis Demers

Minutes: The Commission reviewed the minutes of the June 4 and June 18 2020 meeting. On a motion by Karin Paquin second by chair to approve: Roll call vote: Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; John Skarin- no response, minutes were approved unanimously 5-0.

Public Hearings:

Request for Determination of Applicability

26 Flint St. – Paul Spitzer

Ms. Ryder noted this had inadvertently been added to the agenda, this item had been closed and issued at the last meeting.

Notice of Intent

I-495 & I-290 - Mass DOT

This is a proposal to make changes to the interchange improvements at I-495 and I-290 interchange at exit 25B. This hearing was closed at the previous meeting. The Commission reviewed a draft Order of Conditions. Ms. Ryder noted a few changes suggested by MDOT so it is more consistent with their standard contracts. The Commission agreed. After some discussion about the conditions as drafted, on a motion by Mr. White to approve the conditions as drafted and amended; the roll call vote was as follows: Edward Clancy-yea; Allan White- yea;

David Williams- yea; William Dunbar- yea; Karin Paquin-yea; John Skarin- no response, this Order of Conditions was approved 5-0.

Notice of Intent

Rte. 20 Reconstruction from Peters Ave. to Marlborough Sudbury State Line - MassDOT

This item was closed at the last meeting. The Commission reviewed the draft Order of Conditions. Steve Tyler consultant for MDOT provided some feedback on the conditions as well which they had provided to the Commission. The Commission reviewed these changes and clarification to the draft conditions on this long and complicated project. After some discussion on a motion by Mr. White to approve the conditions as drafted and amended, the roll call vote was as follows: Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; John Skarin- no response, this Order of Conditions was approved 5-0.

Notice of Intent

704 Farm Rd. (Map 73, parcel 14-15A) - Michael Downey, The New England Center for Children Inc.

This item was closed at the last meeting, the Commission reviewed the draft Order of Conditions. After some discussion the Commission on a motion by Mr. White to approve the conditions as drafted, the roll call vote was as follows: Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; John Skarin- no response, this Order of Conditions was approved 5-0.

Notice of Intent

447 Boston Post Rd.- Harrison Arms

This hearing was closed at the previous meeting. Ms. Ryder did draft some conditions for this project that the Commission received, however the Commission has not received a DEP # for this project yet. Since DEP sometimes raises questions, Ms. Ryder noted this should be continued to the next meeting or until the DEP # has been issued. The Commission agreed to continue this to the July 23rd meeting.

Draft Order of Conditions:

- DEP 212-1221 - 190 Sudbury St. - The Commission reviewed the draft Order of Conditions. Several changes were suggested and discussed. On a motion by Ms. Paquin to approve the conditions as drafted and amended, the roll call vote was as follows: Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; John Skarin- no response, this Order of Conditions was approved 5-0.

Violation Letters:

- 178 Simpson Rd.- Joseph Bisazza - Ms. Ryder noted that she had drafted this violation letter and expect him to file tomorrow. If not, this letter can be sent and fines will be issued to the owner daily until he files for a permit. Mr. Clancy will come in and sign.
- 78 Hager St. – Mr. Wambolt - Ms. Ryder drafted a violation letter which outlines the agricultural exemption and the need to verify the wetland boundary. The letter asks for a filing by a deadline date and if he fails to submit, he will receive fines. The Commission discussed this letter and there was discussion that once the delineation was approved

markers would be added. After further discussion, the Commission agreed to have the letter sent under Mr. Clancy's signature.

For both of these violation letters the Commission voted to approve the sending of these letters by roll call vote as follows: Edward Clancy-yea; Allan White- yea; David Williams- yea; Willam Dunbar- yea; Karin Paquin-yea; John Skarin- no response, this was approved 5-0.

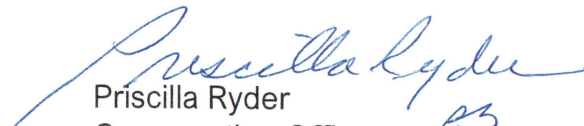
Other discussions:

- 339 Boston Post Rd. - Ms. Ryder noted that Comments to ZBA re: Floodplain and Wetland Protection District public hearing is next week and comments from the Commission are required. The Commission discussed the floodplain issue and noted that this has been addressed.

Adjournment

On a motion to adjourn from Mr. White, the roll call vote was as follows: Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; John Skarin- no response, this was approved 5-0 and the meeting was adjourned at 8:06 PM.

Respectfully submitted:


Priscilla Ryder
Conservation Officer *PR*

CITY OF MARLBOROUGH MEETING
Conservation Commission

Minutes

July 23, 2020
7:00 PM

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 AUG 13 A 6:55

This meeting was recorded by video/audio

Chairman Clancy Read the following to explain how the meeting would run: Participation will be via Virtual Means Only - Pursuant to Governor Baker's March 12, 2020 Order Suspending Certain Provisions of the Open Meeting Law, G.L. c. 30A, §18, and the Governor's March 15, 2020 Order imposing strict limitation on the number of people that may gather in one place, this meeting of the Marlborough Conservation Commission will be conducted via remote participation. The public may participate in this meeting via Remote Participation: A link to the website for the meeting will be provided on the City's website on the City public meeting Calendar and on the Conservation Commission website at least 48 hours prior to the meeting. To access the City web site go to: <https://www.marlbrough-ma.gov/> and choose calendar and click on the July 23, 2020 meeting date. Any questions please call: 508-460-3768.

Present: By roll call vote: Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; John Skarin- yea 6-0 (a quorum). Also present was Priscilla Ryder Conservation Officer.

Absent: Dennis Demers

Minutes: The Commission reviewed the minutes of the June 4 and June 18, 2020 meeting. On a roll call vote Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; and John Skarin- yea. Both sets of minutes were approved unanimously 6-0.

Public Meeting

Request for Determination of Applicability

215 Cullinane Dr. - Amanda Morse

Proposes to remove and replace existing walkway/steps going down to Ft. Meadow Reservoir from the house. Unfortunately, the applicant was not able to attend the virtual meeting due to technical difficulties. This hearing was continued to the next meeting on August 6th.

Request for Determination of Applicability

489 Stevens St. – Brent Coullard

The owner Brent Coullard was present and noted that he is proposing to replace the existing driveway in the same area as the current driveway and forming a stable pad area in front of the driveway near wetlands for a camper trailer. He noted that he had walked the site with Ms. Ryder, and she had pointed out the wetland area to him. Mr. Clancy noted he'd taken a look and he would not recommend asphalt grindings, gravel or crushed stone would be better. Asphalt grindings are not environmentally friendly. Mr. Dunbar asked if the wetland could be flagged. Ms. Ryder indicated she could do that when she returns. The Commission asked if the area to be graded and stabilized could be staked out so everyone could see the extent of work. Mr. Coullard indicated he could do that. After some discussion this hearing was continued to the next meeting on August 6th.

Request for Determination Applicability

315 Stevens St. - The Charles Company

Mr. O'Leary of Jillson Company and David Burke Wetland Consultant were present. Mr. O'Leary explained that they are proposing to construct a new house on a vacant lot. The Bordering Vegetated Wetland (BVW) is contained on an adjacent vacant building lot and the (BVW) 100 ft. buffer zone extends onto portion of 315 Stevens St. Mr. Burke indicated that he had flagged the wetland last fall and checked it with the applicant and Ms. Ryder in February (when there wasn't any snow). The line seemed acceptable at that visit. They did a lot of soil test holes to confirm the delineation. At the request of Ms. Ryder after that site visit, they filed this Request for

June 23, 2020

Determination of Applicability (RDA) to confirm the wetland boundary and confirm that the work is outside the 100' buffer zone. Mr. Clancy and Mr. Dunbar noted that they had visited the site, they had one issue with one of the flags, which may or may not make any changes. The grading of the lots was discussed. Mr. O'Leary indicated that the grading work will allow all water to drain to the back of the property and not affect the abutting neighbors. The Commission asked questions about the foundation and the walk out basement design, the location of the water table, which Mr. O'Leary noted was 1.5 feet below the basement level. Mr. Clancy asked where the foundation drain was, Mr. O'Leary indicated it would be added to the plan.

Mr. Clancy noted that the Commission has received comments from two abutters Aura Gauthier and Roland LaChapele, both have homes on Oakcrest Ave. Both were present on the call. Ms. Gauthier noted that her concerns relate to the wetland and flooding and wildlife that exist in this area and wanted to be certain this development would not change that to the detriment of the neighbors. They do not have flooding now, and do not want any in the future. Mr. LaChapele was also on the call and expressed similar concerns. They both noted traffic issues at their street intersection with Stevens St. Mr. Clancy noted they would pass along these concerns to Engineering since this is not a wetland issue.

After some discussion it was determined that a site visit to review the wetland flag would be held on August 4th at 3:00 PM and the hearing would be continued to the August 6th meeting.

Notice of Intent

178 Simpson Rd.- Joseph Bisazza

Mr. Bisazza was present and explained that he hired an Engineer, Robert Parente to prepare a plan on how he would regrade his back yard. He will pull back the slope so it will be a 2:1 slope so the slope will be about 10' wide. He will be using an excavator to do this work and will add mulch and riprap to stabilize the slope. Mr. Clancy asked why the plan only showed what was in the 100' buffer zone and asked that the plan include linear dimensions from top of slope to toe of slope, and from top of slope to the house. The Commission asked questions about where excess materials would be taken. Mr. Bisazza indicated it would be used to grade the back yard and excess would go to his neighbor. Mr. White asked for a more complete engineering plan and that the slope stabilization needs to be defined and specked out. Ms. Ryder noted that the wetland needs to be defined, she will ask Mr. Parente how this was delineated. After a lengthy discussion, the Commission members asked for the plan to be revised so the details noted above are shown. Ms. Ryder will call the engineer to explain what is needed. The hearing was continued to August 6th with the applicant's consent.

Notice of Intent (Continuation)

339 Boston Post Rd. and adjoining parcels - James Driscoll, WP Marlborough MA Owner, LLC

Brian Falk, of Mirick O'Connell, Carlton Quinn, David Robinson, of Allen and Major, Tom Moran of Waypoint, Scott Goddard of Goddard Consulting were all present at the meeting. Mr. Falk explained that since the last meeting there have been some slight changes to the plans and a new meadow management plan has been presented which will be discussed this evening. They have been before the Zoning Board of Appeals (ZBA) on the floodplain issue and have received a positive feedback, but the ZBA can't act until the Order of Conditions from the Commission has been issued. They have met with City Council and are soon going to Urban Affairs.

Mr. Robinson explained the changes to the plan. Based on DEP's comments they have added low impact drainage design including: 5 additional drainage water quality swales along the walking path to the dog park and added three infiltration basins low impact design which are shown on the most recent plans dated July 8th plan set. Drainage design and stormwater quality was also discussed. He explained the closed underground systems that are on the plan which have pretreatment with deep sump hooded

catchbasins and water quality treatment units and then discharge into the wetland. They have added two surface bioretention basins in front of the site. Two discharge points from the infiltration systems have flared ends and rip rap dissipation into wetlands. All discharge to compensatory flood storage areas, discharges are above floodplain.

There was discussion about construction sequencing for infiltration systems etc. Mr. Clancy noted concern that a sequencing plan was needed. Mr. Robinson noted that temporary detention basins are shown on the erosion control plans, so temporary basins are proposed. No real phasing plan is provided, sheet C-102 erosion control plan details these measures to be discussed. Mr. Clancy noted that as this will be a fill site, they need to be sure that site is sequenced correctly during construction to ensure wetlands are protected during construction. Mr. Quinn noted that the site requires a SWPPP (Storm Water Pollution Prevention Plan) for EPA and that DEP and Con Com can review. Ms. Ryder noted this will be a condition of the Order of Conditions and will be reviewing prior to construction.

Mr. Clancy asked who will maintain the sidewalk along Rte. 20 to the satellite parking lot. He is concerned that residents need to be able to get back and forth to their cars. This will need to be addressed. Mr. Moran said they will look into this more closely.

Ms. Paquin asked about the restoration area meadow plan which was just received and still needs to be reviewed. She noted that the seed mix information was missing. Mr. Goddard indicated that he will provide that.

Mr. Dunbar asked about the dog park and problem with plastic bags and poop pick up, he also asked if the path would be asphalt, if this would be plowed, and if the bacci court was still on the plans. Mr. Moran noted that the dogs are all DNA tested so they can trace any people who aren't following the rules, this has worked well on other properties they own to get cooperation with the rules. The path will be asphalt to meet ADA requirements. The path will not be plowed since dogs usually like snow, and the bacci court is still on the plans.

Mr. White asked about the storm events used for the design and the construction sequencing. Mr. Robinson explained the SWPPP process and stormwater maintenance. Mr. Clancy also asked about the design storm. Mr. Robinson noted that for the entire drainage calculations he used the more conservative "Cornell Extreme precipitation Calculations" to do the design, as requested by the Commission to be more prepared for climate changes (which are not currently addressed in the DEP standards used). During construction the contractor will need to make adjustments to the temporary basins to be sure the site is contained. The construction sequence and stormwater "cleaning" was discussed. He also noted that all these systems have inspection ports and will be vacuumed out each year as needed as required by the City Engineer.

Ms. Paquin noted that there were several questions in the chat function from Victoria Rule as follows:

1) Are they still filling in front fields near Rte. 20 and how are they addressing the flooding? Mr. Robinson noted that they are filling in the site and grading it towards wetlands. But will install a retaining wall with curb so all water is contained in the site to controlled drainage system. Bio retention ponds also helps contain drainage on site. Guardrails will be installed along walls and along wetlands. Mr. Clancy noted that a fence will also prevent snow from being dumped into wetland.

2) Will off-site parking lot have retaining wall- Mr. Robinson said yes, a small retaining wall will be constructed.

3) After 15-minute rain in the area today the front field wetland was filled with water, is this still going to be filled? Mr. Goddard noted that this is to be filled. It is an isolated wetland and will be replicated in the back to meeting the 401 Water Quality Certificate requirements.

Ms. Ryder noted that Meadow management Plan still needs to be reviewed as well as comments back from Engineering on these most recently revised plans dated July 8th so these need to be reviewed. Mr. Clancy said the Commission hopes to be able to close the hearing at the next meeting and asked Ms. Ryder to draft some conditions for the next meeting. The hearing was continued to the August 6th meeting.

Notice of Intent (Continuation)

447 Boston Post Rd. (known as Harrison Arms) - Wayside Apartments LLC

Ms. Ryder noted that the Commission has finished its review, however, the project has not yet received a DEP # and recommended the Commission to continue this again until this is received. This was continued to the next meeting on August 6th.

Certificate of Compliance:

- 212-1198 150 Hayes Memorial Dr. – G Mr. Scott Weiss was present and noted that all the work has been done on this project and they have submitted the as-built plan, O & M plan and are ready to have the Commission review the project. Mr. Dunbar and Ms. Paquin indicated that they have seen the site, and everything looks stable. Ms. Ryder noted she still needs to review the documents received and will look at the site before the next meeting too. This item was continued to the next meeting on August 6th.

Correspondence:

- Letter from Nationalgrid, dated June 12, 2020 RE: Notification of Utility Maintenance
- Memo from Planning Board, 684 Stow Rd. "Scenic Roads Act" – meeting on July 20, 2020

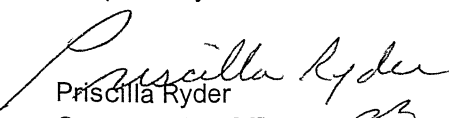

Accept and place on file: On a roll call vote: Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; and John Skarin- yea.

Next Conservation Commission meetings – August 6th and August 20th, 2020

Adjournment

On a motion to adjourn on a roll call vote: Edward Clancy-yea; Allan White- yea; David Williams- yea; William Dunbar- yea; Karin Paquin-yea; and John Skarin- yea. Vote 6-0 Meeting was adjourned.

Respectfully submitted


Priscilla Ryder
Conservation Officer 

Marlborough Historical Commission Meeting Minutes

June 18, 2020

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Location: Virtual meeting via Microsoft Teams due to COVID-19 emergency orders

Board Attendees: Robert Fagone, Brendan Downey, Cpt. Nicholas Evans, Andrea Bell Bergeron, Melanie Whapham, Alan Slattery.

2020 JUN 29 A 9:25

Absent: Pamela Wilderman

Additional Attendees (All remote): Steven Kerrigan, Wilson Chu, Mark Gibbs (IT support).

Meeting called to order 7:05 PM

1. The following board members are participating remotely: Robert Fagone, Brendan Downey, Cpt. Nicholas Evans, Andrea Bell Bergeron, Alan Slattery, & Melanie Whapham.
2. Motion to approve May 2020 minutes:

Bell Bergeron AYE

Downey AYE

Evans AYE

Fagone AYE

Slattery AYE

Whapham AYE

The motion passed.

3. Correspondence & Communications.

- a. 982 Boston Post Road East (Amos/Jonas Darling House & Jones Tavern-Ephraim Hager House). No letter was sent to James Dwyer, the potential builder of the project, however the MHC Chair spoke with him by telephone for clarification. The evaluation that the smoke damage is so extensive as to require the demolition of the structure came from Mr. Dwyer himself and was based on his past experience working on these types of projects. Fagone restated that MHC is primarily interested in the preservation of the historical view of the outside of the primary building (c.1725) and not necessarily including all of the various additions. Next step for MHC will be to monitor Building Department demolition applications and maintain contact with the prospective new buyer and partner with him/her in developing a residence design compatible with the historical nature of that property.
- a. Signage for squares within the city. City Counselor Samantha Perlman contacted the MHC Chair via email based on feedback from a citizen regarding the squares within the city that are named in honor of veterans. Mathew Sargent would like to see uniform signage throughout the city instead of the somewhat ad-hoc style currently in place. In addition, he would like to see small bios about the individuals named added to each of the signs. Sargent would also like to see these notes added to City Street Signs named after veterans. It is the opinion of the MHC commission that this project would fall under the DPW and local veterans' organizations. However, the MHC supports the idea of uniform and historical signs.
- b. I-495/I-290 Robin Hill Cemetery. The Chair was contacted by Jeffrey Shrimpton, Cultural Resources Supervisor for MassDOT about an upcoming project involving improvements to the I-495 SB to I-290 WB interchange that runs within 30 feet of the rear of Robin Hill Cemetery. The plans were circulated to the MHC members for review. Fagone requested that additional plantings be added to the project to mitigate the closeness of the ramp complex at the SE corner of the cemetery.

- c. Historic stone wall at 684 Stow Rd (Scenic Road). Over Memorial Day weekend, MHC member Brendan Downey observed numerous people removing the field stone that runs along the road at the front of the property. There was a handmade sign posted in front of the property encouraging the removal of the stones. The DPW was contacted and placed a sign to prevent further removal of the stones. The MHC had previously discussed highlighting the scenic roads in the city but had decided to push that project back. The committee agreed that some research be done so that we can (again!) include Scenic Roads Signage as part of a broader “preservation by education” initiative of the MHC. MHC member Nick Evans will conduct some additional research about the definitions and restrictions involved with scenic roads based on Mass General Laws and City of Marlborough ordinances so that an education plan can be created to avoid further destruction of historic walls.
 - d. 283 Lincoln St (Railtrail Station). Renderings were circulated to commission members for a new Railtrail Rail Station project. Chair will investigate if there are any materials left from the original train station that could be included into the details of the new structure. Chair will also contact Meredith Harris of MEDC to see if additional plans have been developed for the area mentioned.
4. Preservation by Education.
- a. Historic Preservation Review Period (HPRP)
 - i. The site plan review committee already has a step in their application paperwork for historic review. The MHC would like to recommend small changes to the language of that step in the existing site review process as an interim step in the larger Historic Preservation Review Period project.
 - ii. MHC members Andrea Bell Bergeron & Melanie Whapham will re-work the existing proposal for the ordinance to include language to address feedback from various stakeholders within the city. This will be reviewed at the July MHC meeting.
 - iii. Work is ongoing to develop a master list of existing properties to include in the Historic Preservation Review Period Ordinance proposal. The current thinking is to use “named” properties built prior to 1925 on the MACRIS list and a build date cut off of 1925. Once the language of the proposal has been finalized, the MHC will then test the rubric contained in the proposal to see how effective the ordinance would be and to predict potential impediments. MHC member Brendan Downey will tag MACRIS list based on named/un-named properties and the rest of the commission members will scan the list and identify known properties worthy of preservation that might not be included using the logic currently proposed.
5. New Business. None.
6. The July meeting will be moved back one week to July 23 to accommodate summer schedules.
7. Motion to adjourn meeting at 8:09 PM.

Bell Bergeron AYE
Downey AYE
Evans AYE
Fagone AYE
Slattery AYE
Whapham AYE
The motion passed.

Respectfully submitted,
Brendan Downey

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OTHER POST-EMPLOYMENT BENEFITS ("OPEB") TRUST BOARD MEETING

2020 AUG 13 A 9:27

July 28, 2020

Regular Meeting Minutes

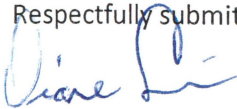
Call to order: 1:00 pm

Members Present: Doug Dias, Diane Smith, Michael Ossing, Al Weaver – arrived at 1:11 pm

Members Absent:

- Motion made and seconded to accept the minutes of the October 4, 2019 meeting. Approved 3-0.
- Representatives Charles Patterson and Alex Bartholomew from Bartholomew & Company appeared virtually before the board. The representatives reviewed the City's portfolio performance from inception to June 30, 2020. The fund totaled \$12,798,461.91 with an annualized return of 3.46%.
- Bartholomew and Company reported that the portfolio's performance through July 24, 2020 was positive. The balance in the fund was \$13,064,420.26 with total contributions as of that date at \$11,187,250.63.
- Diane Smith will be sending the portfolio's performance as of June 30, 2020 and July 24, 2020 to the Mayor and City Council in August.
- Mike Ossing informed the board that the FY21 appropriation to OPEB is \$350,000. Based on the City's financial policies, 10% of certified free cash will be transferred to the OPEB Trust in the fall after free cash is certified.
- The board discussed having the next meeting in November. All agreed that going forward July and November made the most sense for holding meetings.
- The board reviewed the Trust Agreement, specifically articles 5, 8 & 15, due to the Comptroller position being vacant. No issues were found.
- Motion made and seconded to adjourn at 2:33 pm. Approved 4-0.

Respectfully submitted



Diane Smith

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

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CITY OF MARLBOROUGH
June 22, 2020
2020 AUG 13 A 9:53**

1A

Call to Order

The Remote Meeting of the Marlborough Planning Board was called to order at 7:00 pm. Members present- Barbara Fenby, Sean Fay, Phil Hodge, George LaVenture, Chris Russ and Matthew Elder. City Engineer, Thomas DiPersio, and Planning Board Administrator, Krista Holmi, also participated in the remote meeting.

1. Meeting Minutes

A. June 8, 2020

On a motion by Mr. LaVenture, seconded by Mr. Elder, the Board voted to accept and file the minutes of June 8, 2020. Yea: Elder, Fay, Hodge, LaVenture, Russ and Fenby. Nay: 0. Carried 6-0.

2. Chair's Business

A. Chair Fenby requested that the Board discuss Planning Board timelines.

With no objections, Chair Fenby requested that the Board move forward with the agenda and take this matter up later.

3. Approval Not Required

A. Simarano Drive at Cedar Hill, Applicant: Post Road Realty, LLC, 111 Unquowa Road, Fairfield, CT 06824; Engineer, Michael Pustizzi, PLS, 32 Turnpike road, Southborough, MA; Description of Property: Assessor Parcel 116-5, 116-11, 116-12 Middlesex South Registry of Deeds Book 32163 page 598.

Mr. LaVenture read the June 15, 2020 review letter by Assistant City Engineer Collins into the record.

On a motion by Mr. Elder, seconded by Mr. Russ, the Board voted to accept, file and endorse the above referenced plan as approval not required under the subdivision control law. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby; Nay: 0. Carried 6-0.

B. 174 and 184 Helen Drive – Applicant: William Shea, 184 Helen Drive, Marlborough, MA 01752; Land Surveyor: Bruce Saluk & Associates, Inc., 576 Boston Post Road East, Marlborough; Description of Property: City Assessor's Parcels 85-5 (174 Helen) and 85-6 (184 Helen); South Middlesex Registry of Deeds Book 65677 page 65 and 16257 page 99. Attorney Chris Flood, representative.

Attorney Flood explained that the purpose of the plan is to swap land between the two properties at 174 and 184 Helen Drive. The plan also corrects a previous error in lot area shown on the recorded plan of 1961. The resultant lots have adequate area, required frontage, proper setbacks and have present adequate access for lots in a Residence A-3 zone.

Mr. LaVenture read the June 11, 2020 review letter by Assistant City Engineer Collins into the record.

On a motion by Mr. Elder, seconded by Mr. LaVenture, the Board voted to accept, file and endorse the above referenced plan as approval not required under the subdivision control law. Yea: Elder, Hodge, LaVenture, Fenby; Nay: 0. Recused; Fay and Russ. Motion carried 4-0 with two members recusing.

C. 26 Jefferson St. – Applicant: Raimundo Coelho Araujo Neto, 36 Jefferson St., Marlborough, MA 01752; Land Surveyor: Dennis O'Brien, 480 West Central St., Franklin, MA 02038; Description of Property: Middlesex South Registry of Deeds Book 65099 Page 247. Assessor's Map 56-153. Owner's representative, Allen Limos.

Mr. Limos was not present when item 3C came up in the agenda. On a motion by Mr. Elder, seconded by Mr. Fay, the Board voted to continue with the agenda and return to item 3C should Mr. Limos join the meeting. Yea: Elder, Fay, Hodge, LaVenture, Russ and Fenby. Nay: 0. Carried 6-0.

4. Public Hearings

A. Public Hearing: Proposed Zoning Amendment to Chapter 650 to add a new Section 38 creating the Large-Scale Ground-Mounted Solar Photovoltaic Overlay District. Assessor's Map 30, Parcel 4 and Assessor's Map 30, Parcel 4C. City Council President, Michael Ossing.

Chair Fenby opened the public hearing. Mr. LaVenture read the public hearing notice into the record. Chairperson Fenby provided instructions to those in attendance. The hearing was conducted in the following stages: 1) Presentation 2) Those Speaking in Favor 3) Those Speaking in Opposition 4) Comments and Questions from Board members.

Presentation:

Council President Ossing, 43 Varley Rd., represented the proposed zoning amendment.

The proposed amendment would add Section 650-38 to the City's zoning code. The amendment details the construction, operation, maintenance and removal of the installation. The proposed overlay district is over two parcels (30-4, 24 acres, and 30-4C, 11 acres), the site of the former Hudson Street landfill. Councilor Ossing said councilors support the proposal and believe the site is a good fit for a solar facility. Mr. Ossing reviewed that the Board previously supported an alternate solar overlay district, but Urban Affairs did not act on the zoning request.

The state encourages solar development on landfills, and incentives exist for both municipalities and developers to install solar through the State Solar Massachusetts Renewable Target program (SMART). The solar vendor will perform all work, and R2 low income residential users may receive a rate reduction of 2 cents off their current electric rate. Since the City owns the land, the City controls how the parcel is used and where the installation is situated on the parcels. The City could carve out areas for solar and for a future recreation area, for example. The City could also site the panels to provide minimal visual distraction from the rail trail overlook. Mass DEP has permitted over 100 landfill sites in the Commonwealth and will need to approve the site. The overlay district would provide the City with a use for the old landfill, the opportunity to generate needed revenue, provide discounts for low income residential electric users and support the Commonwealth's efforts to reduce the carbon footprint through investment in renewable energy sources.

Those Speaking in Favor:

Councilor David Doucette, 17 Arcadia Circle, spoke in favor. He supports the zoning amendment as an opportunity for an investment in clean energy.

With no further input, Ms. Fenby closed that portion of the public hearing.

Those Speaking in Opposition:

No one spoke in opposition to the proposed amendment.

With no further input, Ms. Fenby closed that portion of the public hearing.

Questions and Comments from Board Members:

Mr. Fay indicated he is in favor of the proposed amendment. He feels it's a good utilization of the former landfill. One reservation is his sensitivity for the adjacent neighborhood, acknowledging that most favor solar power, but no one wants to look at it. He shared his preference for screening for any affected abutters on Gikas Ln. Mr. LaVenture hopes panels are placed without obstructing the view from the rail trail. He is also sensitive to hillside vegetation, which could be used by migrating butterflies (Milkweed). President Ossing reiterated that the City can structure its procurement proposal to dictate panel placement. He shared that the City received an unsolicited proposal for a 6 MW installation. Mr. Russ asked if the 6 MW potential is for the whole site, or a portion of the site? Mr. Ossing said the 6 MW installation is for the whole 35-acre area. The Council is eager to move forward, pending DEP approval. With no further comment, Chair Fenby closed the public hearing.

Mr. Fay began the discussion with a review of the Board's typical review criteria. Does the proposed zoning amendment benefit the City, is the proposed zoning amendment consistent with the City's zoning and does the proposed zoning have limited impact to abutters? Mr. Hodge, Mr. Russ and Mr. Elder commented that they have a favorable opinion of the proposed amendment and feel the solar overlay district is a good use for the land. Mr. Fay feels the Board's recommendation should include efforts to reduce any impact to surrounding neighborhoods, including Gikas Lane and the rail trail.

On a motion by Mr. Fay, seconded by Mr. Elder, the Board voted to send a favorable recommendation to the City Council on the proposed zoning amendment with the following considerations: 1) That appropriate screening from abutting neighborhoods be included in the installation and 2) That the installation be sited in such a way to preserve the scenic view from the rail trail.

Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. Motion carried 6-0.

- B. Public Hearing: Proposed rezoning of land off Valley St. identified as Map 82, Parcel 125, presently zoned partly "Residence C" and partly "Industrial" to be rezoned entirely as "Residence C", Marlborough Hub, LLC. Mark Evangelous and Attorney Mark Bourbeau of Drohan, Tocchio & Morgan, P.C. Chair Fenby opened the public hearing. Mr. LaVenture read the public hearing notice into the record. Chairperson Fenby provided instructions to those in attendance. The hearing was conducted in the following stages: 1) Presentation 2) Those Speaking in Favor 3) Those Speaking in Opposition 4) Comments and Questions from Board members.

Presentation:

Mr. Evangelous of 108 Kelber Drive represented the proposed zoning amendment. He reviewed the purpose of the zoning amendment, which cleans up a 50' wide, industrially-zoned railroad bed and includes the area in the adjacent "Residence C" zone. The proposed zoning amendment was previously presented and favorably recommended by the Board, but the matter was not acted on by the City Council. He explained that the Board felt the that the zone change fit into the character of the neighborhood and imposed minimal impact on abutters and cleans up an industrial zoning anomaly over the abandoned railroad bed. Mr. Evangelous also stated that the railroad bed was tested for chemical contaminants, and that the testing showed that the railroad bed is safe for residential use (a requirement of the Conservation Commission.) He also indicated that the lots are twice as large as any of the lots in the area (1/2 acre), so development is less dense.

Those Speaking in Favor:

No person spoke in favor, but Mr. Evangelous shared several letters of support from area residents. The letters were included in the agenda packet. The enclosed letters were from Nicholas Hassapas, 42 Framingham Rd., Luiz Bromomschenkef, 254 Howe St., and Michael Ferro, 112 Howe Street. Chair Fenby closed that portion of the public hearing.

Those Speaking in Opposition:

No person spoke in opposition to the proposed zoning amendment. Chair Fenby closed that portion of the public hearing.

Questions and Comments from Board Members:

Mr. Fay asked Attorney Bourbeau how the zoning change would affect the overall plan for the Marlborough Hub project. He asked if more units are planned. Mr. Bourbeau explained that the entire area would be zoned residential. Setbacks can change and lots would be better. You can do more with what's available. It cleans up the zoning and eliminates an industrially zoned lot that is too skinny for any practical use. Mr. Fay asked if the zoning change would increase the number of units for the project. The attorney responded that they aren't looking to do anything inconsistent with zoning. The lots will be larger, and there is no rational use for the industrial parcel. The development design isn't finalized.

Mr. Russ felt the zoning change made sense. Mr. Elder thought there wasn't a lot of benefit for the City but agreed that the zone change is consistent. Mr. LaVenture said he saw no harm from the proposed amendment and could support the amendment. Mr. Hodge said there is no benefit in keeping an orphaned industrial lot. He supports the change. Ms. Fenby agreed that the amendment provided more consistent zoning in the area and would support the amendment. She does not support adding higher density development than the four duplex lots previously shown on the previous "site plan". On a motion by Mr. Fay, seconded by Mr. LaVenture, the Board voted to send a favorable recommendation to the City Council on the proposed zoning amendment. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. Carried 6-0.

In its recommendation, the Board concluded that the zoning change fits into the character of the neighborhood, the zoning change imposes minimal impact on the neighborhood abutters, and the zoning change benefits the area by cleaning up a remaining zoning anomaly over the abandoned railway bed.

- C. Continued: Commonwealth Heights Definitive Subdivision – Revised plan dated March 2, 2020.
Applicant - The Gutierrez Company; Project Engineer - Connorstone Engineering, Inc.
Location – 10.6 Acres located on the corner of Forest Street and Ames Street. Middlesex Registry of Deeds Book 31932, page 445 (Lot 14).
Discussion of next steps. (Waivers, Engineering Review, Preparation of Covenant)
Ms. Fenby reopened the public hearing and stated that for the ease of Engineering review, Engineering can assume a favorable impression of the two requested waivers. (Roadway length exceeding 500' and the use of an alternate roadway profile modeled after the Mauro Farms development.) Mr. Weiss from The Gutierrez Company asked about the emergency access easement. Fire Chief Breen and City Engineer DiPersio indicated in their comments that the easement was not necessary. If the Board concurs, the easement could be removed from the plan. The Board was polled on their thoughts. All members were either neutral or supported removing the emergency access easement since the City Engineer and Fire Chief indicated no need for the emergency access easement.

Given the history on the property, Mr. Fay asked Mr. Weiss what reassurances he can give to the neighbors. Mr. Weiss recounted several changes that will reduce impact. First, the drainage structures are already in place on the property. Water will drain into those structures, not into surrounding neighborhoods. The elimination of two building lots also creates a buffer zone between the existing neighborhoods, and they have agreed to add additional screening. Mr. Fay said that Gutierrez has yet to identify a construction partner, so that unknown raises concerns for neighbors. Mr. Weiss agreed that a contingency fund could address any potential impacts to abutters. This gesture would provide some assurances to surrounding neighborhoods. Mr. Weiss suggested \$25,000 as an appropriate level. Members agreed that this was a fair value to address any potential damages.

Mr. DiPersio said that conditions for soil management and erosion control should be part of the covenant and the site will have oversight by experts. Mr. Weiss said that the draft covenant will be prepared and will incorporate the conditions presented by both the Conservation Commission and the Board of Health. Ms. Fenby directed Mr. LaVenture to read the submitted comments from Board of Health Director, John Garside. Director Garside placed two conditions on the developer 1) Hire an independent Licensed Site Professional to review all work performed relative to soil removal/site remediation, and 2) proof of Deed Notice on the parcel identifying where the disposition of contaminated soils is located. Chair Fenby declared the Commonwealth Heights public hearing closed.

Mr. Limos joined the meeting, so the Board returned to ANR Item 3C.

3. Approval Not Required

- C. 26 Jefferson St. – Applicant: Raimundo Coelho Araujo Neto, 36 Jefferson St., Marlborough, MA 01752; Land Surveyor: Dennis O'Brien, 480 West Central St., Franklin, MA 02038; Description of Property: Middlesex South Registry of Deeds Book 65099 Page 247. Assessor's Map 56-153. Allen Limos-Sovereign Design Associates.
Mr. Limos said he is helping the owner. He explained that the plan prepared by Dennis O'Brien separates one lot into two. The property owner has a landscaping business and uses part of the lot to park cars. The second created lot is on a hill and due to the elevation drop, there is some screening from the use. The owner plans to continue this use. The first lot contains a residence and is considered a pre-existing non-conforming use in the Commercial Automotive zone.
Mr. LaVenture read the 6-17-20 review letter from Assistant City Engineer Collins into the record.

Mr. Collins indicates that both lots have adequate area, frontage and can meet the Lot Shape requirement for lots in the Commercial Automotive Zone. Lot B-1 has a stone wall ranging in height from 1 foot to six feet along the entire frontage of Jefferson Street. This retaining wall impedes the ability to claim that the proposed lot has present adequate access. Citing a 1992 Land Court case, Lot B-1 does not have the present adequate access required for an ANR endorsement. On a motion by Mr. Fay, seconded by Mr. LaVenture, the Board voted to accept and file the correspondence. Yea: Elder, Fay, Hodge, LaVenture, Russ and Fenby. Nay: 0. Motion carried 6-0. Since neither the applicant nor his engineer was present to request that the plan be withdrawn, on a motion by Mr. Fay, seconded by Mr. LaVenture, the Board voted to deny endorsement of the ANR. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. Carried 6-0.

5. Subdivision Progress Reports

- A. Goodale Estates – Correspondence from Assistant City Engineer Collins re: Request for Bond Reduction and Extension of Approval – Current Approval June 30, 2020; Request to extend to 12-31-20.

Mr. LaVenture read the June 11, 2020 correspondence from Assistant City Engineer Collins into the record. Given the quantity of work required to complete the subdivision and based on the cost to complete this work (based on the MassDOT weighted bid prices for roadway construction.), Mr. Collins has determined the cost to complete the remaining work for this subdivision is \$205,000, a reduction of \$147,000. Based on the work remaining to complete the subdivision and the schedule proposed by the developer, he concurred that the requested 6-month extension of the subdivision approval to complete the work was realistic. On a motion by Mr. LaVenture, seconded by Mr. Elder, the Board voted to accept, file and reduce the bond securing the completion of the subdivision from \$352,000 to \$205,000. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. Carried 6-0.

Mr. Russ asked about whether it was prudent to pave the top course now. City Engineer DiPersio stated that it wouldn't be ideal to pave the top course given the extent of site work required on the lots. He added that the utility stub rework has delayed the paving and helped preserve the roadway. He shared that he has no update from the developer on any date for the gas line installation. Engineering will follow up with Mr. Gillis to request an update.

On a motion by Mr. Elder Seconded by Mr. Russ, the Board voted to extend the subdivision approval until December 31, 2020. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. Carried 6-0.

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

7. Informal Discussion (None)

8. Signs

- A. 431 Lincoln St. – Application for Sign Appeal to Planning Board. Applicant Steven Pedro-Ayoub Engineers.

Ms. Fenby announced that the Board received an email that day from Building Commissioner Cooke with an update on the sign variance application. She read the 6-22-20 email into the record. Assistant City Engineer Collins discovered that the plan submitted to the Inspectional Service with the sign application had an error. The plan misidentified the area as Business Zone District (B) when it should have been Identified as Neighborhood Business (NB) zoning district. Since the location of the new requested sign at 431 Lincoln Street is just outside the 200-foot radius of the nearest abutting "residentially zoned district", the sign does not need a variance from the Planning Board for 526 (12). The sign is not "As of Right" and still requires a special permit from the City Council. Mr. Pedro thanked the City for its consideration and determination by the Commissioner. On a motion by Mr. Elder seconded by Mr. LaVenture, the Board voted to accept and file the email correspondence from Commissioner Cooke. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. Carried 6-0.

9. Correspondence (None)

10. Unfinished Business

A. Draft Policy Discussion – Zoning and Variance Requests

Mr. Fay gave the Board an update on his discussions with the City Solicitor's Office. He restated the purpose of the draft policy, which is to publicly state the Board's standards for the review of both zoning amendments and sign variance requests. Assistant City Solicitor Piques joined the meeting and said his office provided feedback on the draft policy to both Chair Fenby and Mr. Fay. Mr. Fay agreed with the Legal Dept. feedback and will work over the summer on a redraft the policy with the goal of completion in September.

Ms. Fenby stated that the Board will continue to meet remotely for the August 24 meeting, and will evaluate the situation in September. It is unlikely than the Board will return to in-person public hearings in the near-term, but the Board may be able to meet in person with appropriate social distancing or meet in a "hybrid fashion" with some choosing to participate in-person, while others participate remotely.

Chair Fenby announced the Board will return to item 2A Chair's Business

2. Chair's Business

- A. Chair Fenby has asked for a Planning Board task force to create comprehensive subdivision process timelines. While the Board has timelines for preliminary and definitive subdivision submissions, Ms. Fenby would like to include open space subdivisions on the process timeline. She would also like to see defined process templates for performance bonds, covenants and street acceptance. She requested that Legal be consulted to inquire whether there are any changes to the subdivision approval or appeal periods due to the COVID state of emergency.

11. Calendar Updates

- A. 7-20-20- Decision due on the Commonwealth Heights definitive subdivision application.
B. Goodale Estates Subdivision – Extension on the definitive subdivision approval until 12-31-20.

12. Public Notices of other Cities & Towns

A. City of Framingham 4 Notices

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

Yea: Elder, Fay, Hodge, LaVenture, Russ and Fenby. Nay: 0. Carried 6-0.

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

Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. Carried 6-0.

Respectfully submitted,


George LaVenture/Clerk

/kih

June 24, 2020

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 AUG 19 A 9:15



**CITY OF MARLBOROUGH
OFFICE OF TRAFFIC COMMISSION
140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752**

Traffic Commission Minutes

The Regular Meeting of the Traffic Commission was held as a **virtual meeting** on Wednesday, June 24th, 2020 at 10:00 am. Members present: Chairman - Police Chief David Giorgi, Fire Chief Kevin Breen and City Clerk Steve Kerrigan. Also present: Assistant City Engineer Tim Collins, Officer Andy Larose from the MPD Traffic Services Unit, Assistant City Clerk Wilson Chu, City Councilor Katie Robey and City Councilor Sean Navin. Also present: local residents – Bruno Resteghini and Leonardo Mercado.

Minutes taken by Karen Lambert, MPD Records Clerk.

John Burke from the IT Dept. started recording the meeting at 10:05 am. Chief Giorgi welcomed everyone and made introductions.

1- Minutes

The minutes of the Traffic Commission meeting of Wednesday, 5-27-20.

MOTION was made, seconded, duly VOTED:

TO APPROVE – All in Favor - Accept and Place on File.

2 - New Business –

2a) Traffic Issues on Stevens Street and Reservoir Street.

Councilor Navin spoke to Chief Giorgi regarding his concerns and followed up by email. This is his first Traffic Commission Meeting as a new City Councilor.

Stevens Street Issues:

Councilor Navin said that speeding in the State, Chandler and Akroyd area has been a concern for a long time, especially at the bend of Stevens and State. He has received

many calls from constituents including one who has lost his fence a couple of times. Truck traffic is also a concern.

It was discussed that the last truck count in this area was done in November and the result was nowhere near the count needed for a Truck Exclusion. He asked if a new count could be done now during the construction season. He was also asking if the electronic speed signs could be put out again to gather current data as this would be helpful.

He also has a concern with cut through traffic on Chandler and State Streets. Cars are cutting through here to get around the light at Lincoln and Bolton and then speeding through the area. He said that these are not residents. Google and Waze send you this way. He is asking if the left turn from Stevens to Chandler could be restricted to residents only. He has worked with Waze before on having specific options removed from their algorithms and has found them to be very responsive. People that use the turn regularly will continue to use it but those that are looking up directions won't be sent this way.

Chef Giorgi advised that he has also heard these same complaints. It is similar to the issue on Sandini Road. There is currently no right turn allowed onto Sandini from Forest Street. Residents wanted it open to residents only so they could enter the neighborhood here. The Traffic commission determined that this could not be the case as it would be impossible to enforce. It needed to be restricted to all or open to all.

Councilor Navin wanted to know what was possible as he has heard from a number of residents that restricting the turn was a good idea. He would like to flyer the neighborhood and advise as to the possibilities.

Officer Larose said that the last time a speed study was done on Chandler Street was in April of 2018 (copy attached). At that time, the average speed on the eastbound side was 15.42 mph with the 85th percentile being 19.78 mph. The average speed on the westbound side was 19.78 mph with the 85th percentile being 24.32 mph. The actual speed limit is 30 mph Chief Giorgi asked Officer Larose if he could get the speed board back out there in the next two weeks to get more current data.

With regard to truck traffic, Tim Collins advised that the city has a new program for truck counts, however, he hasn't used it yet due to the reduced traffic during the pandemic. He is waiting for traffic to get closer to a normal flow. Chief Giorgi said that he thinks it would be better to do it now as there is more construction underway.

Chief Giorgi confirmed that he would like to start with obtaining updated data first with the speed signs and a new truck count.

Speed Signs on Reservoir:

Councilor Navin said that the signs are in the middle of the causeway in both directions and people may not realize they are speeding until they are halfway through the flat area. He is asking if the signs can be moved to each end. Officer Larose advised that there is supposed to be a sign as you come off Bolton Street, however, it is missing, and that coming out of Hudson there are two. One is at the top of the hill. Tim Collins advised

that he has talked to the DPW and the 30mph northbound sign has been erected and is all set.

Councilor Navin had another question in his email regarding crosswalk installation, however, he advised that Chief Giorgi had already discussed that with him.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to conduct a new truck count on Stevens Street and to the POLICE DEPARTMENT to put out the electronic speed signs to collect current data.

2b) Lincoln Street & Union Street – Missing “NO TURN ON RED” signs.

Officer Larose sent an email to Chief Giorgi advising that the Traffic Unit has received complaints from Officers that two signs are missing. One is westbound on Lincoln St. at the intersection of Bolton St. The other is westbound on Union St. also at the intersection of Bolton St. He said that the schedule he found on ECode 360 shows that westbound on Lincoln should have a sign, but only restricted from 8am to 4pm. He and others feel the restriction should be for all hours.

He said that both intersections have limited visibility to oncoming northbound Bolton Street traffic. He feels it is only a matter of time before there is a collision. He said in his email, “We feel it is in the best interest of public safety to restrict right turns on red at the aforementioned locations”. Tim Collins brought up the regulations for the signs. He could not find a regulation for a “No Right on Red” at the intersection of Union and Bolton. With regard to westbound traffic, he can only assume that traffic from the Middle School will back up if no turn is allowed. He had a photo showing cars parked here. Officer Larose said that a crossing guard will be there.

Upon further discussion, all agreed that no one should be taking a right on red at the intersection of Lincoln and Bolton, as the sight distance in both directions is “horrendous”. The time restriction should also be deleted, and a new regulation drafted.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to prepare the language for the new regulations and adjust the signage.

2c) Request for Signage and/or Crosswalk @ 1110 Concord Road.

Annette Fernandez from Meadowbrook Child Garden sent a follow up request to the Police Department for the results of the speed study. She is also still asking if it would be possible to put a crosswalk on Mosher Lane.

Chief Giorgi asked Officer Larose to review the speed study results (copy attached). Officer Larose explained that the study was conducted from 3/11/20 to 3/30/20. The speed limit is 25 mph. The average speed was 26.97 mph with the 85th percentile being 30.06mph. The average volume per day was 606.5 vehicles.

Chief Giorgi also advised that he had reached out to Code Enforcement after the last meeting regarding the trees that needed to be cut back. They are considered a “living fence” and fall under the same city ordinance used for size and height of fences. Tim Collins pulled up a photo showing arrows at the hedge. The Chief said that Pam

Wilderman agreed that the hedge was blocking sight distance and should come down. It was unclear as to which hedges may have belonged to the homeowner and which were on City property. The resident agreed that they could be taken down but was hoping the city would do it. All agreed that this would help with the sight distance. It was also discussed that there is already a crosswalk on Mosher. Chief Giorgi asked Officer Larose to contact Ms. Fernandez to provide feedback from the meeting and results of the speed study.

MOTION was made, seconded, duly VOTED to REFER to OFFICER LAROSE to follow up with Ms. Fernandez.

2d) Parking and Sidewalk Issue on Crescent Street.

Chief Giorgi had a phone conversation with local resident, David Kirkpatrick on this issue. Mr. Kirkpatrick then followed up with an email. The sidewalks on Crescent Street are continually damaged by heavy delivery vans and trucks that park on the sidewalk and crack it. He said that the sidewalk has been replaced three times since he has lived there. He said in his email, "The sidewalk gets destroyed quickly as the concrete is a thin lay, it is not reinforced, it is low and does not have stone street edging as most have." The street is narrow, so vehicles park up on the sidewalk. He also mentioned that town trash trucks and other big trucks U-turn at the top of the street and go up on the sidewalk and crack the tile. There was also a long time where a 6-car carrier truck would park evenings on the sidewalk. He also gave several other examples including cars parking on the sidewalk for funerals. Patchwork has also been done many times and the tiles just continue to break. He currently has tar tiles in front of his house that are distorted and cracked. He asked if it would be possible to mark the outer edge of the sidewalk with yellow striping or a white edge border with no parking indicated. Only one side of Crescent has sidewalks. Restricting parking on the side with the sidewalk would also eliminate the issue. He also noted that the sidewalk parkers are not normally residents.

Tim Collins said that the light mix that has been used to repair the sidewalk is normally meant for pedestrian traffic, not truck traffic. He would hate to restrict parking to one side as many of the cars belong to visitors to the cemetery. He noted, however, that there is a paved alley way at the end of Crescent that is 12 feet wide. The City technically does not own this property yet. It was supposed to have been purchased for \$100. This is basically considered a dead-end street and it is not on the list for reconstruction. If reconstruction were done here, the city would put in granite curbing but not now. Chief Giorgi asked if traffic could be directed out of Mt. Pleasant without the City owning this piece of roadway. Mr. Collins advised that he doesn't think there would be anything stopping us. It was previously agreed that the portion of roadway would be given to the City and they are aware that that was the way it was to be deeded. The strip should be marked as one-way. If signage were added at the top of the street to direct traffic, including trucks, to follow the access road to move to Mt. Pleasant Street, this should alleviate the problem with trucks going up onto the sidewalk to turn around.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to add signage to the top of the street to direct traffic through the access road to exit.

3-Old Business

3a) Poor Streetlight Conditions – West Main St./Winthrop St.**3b) Request for Crosswalk Warning Signage – West Main St. @ Winthrop.****Update on 3a) and 3b)**

Tim Collins advised again that the installation of the crosswalk warning signs is on the “to do” list for the Street Department, however, the crosswalk first needs to be made ADA compliant. Handicap access ramps need to be built. Signs will be installed as part of this scheduled project.

MOTION was made, seconded, duly VOTED to REMOVE from the agenda.

3c) Parking Issues on Lakeside Ave.

Update: Chief Giorgi asked if any members of the public in virtual attendance would like to speak on this issue. No one asked to speak at this time. Chief Giorgi advised that he received another email from a resident of Waterwind Knolls Condos on June 14th stating that on Sunday at 2:00pm when The Fix had just opened for outside seating, there were already 7 cars parked on Lakeside Ave., including 2 that were clearly parked in the No Parking area. Photos were included with the email. He is requesting that all of Lakeside Ave. be made a No Parking area. He received a second email on 6/18/20 from another condo resident regarding the same issues and another request to make all of Lakeside Ave. a No Parking area.

The Chief has continued to talk to the Owner of The Fix on this issue. The owner has been working since the Covid-19 shutdown to obtain additional parking in the area. He has reached out to other nearby business owners about using their property, however, has not yet had any success. He has asked his employees not to park on Lakeside Ave.

Alice Wertheimer, resident of Waterwind Knolls, said that some people from the condos want parking on Lakeside Ave. because there is a two car limit for condo residents and some people have additional cars, however, she feels that the majority of residents definitely do **not** want parking allowed on either side of Lakeside Ave. The Chief advised that he received two calls this morning from residents who want to be able to park on Lakeside Ave. Ms. Wertheimer feels that everything will change when the restaurant is fully open. The lighting in the area is also very dark and there is a lot of confusion. Many people that park here to go the restaurant are not from here and they don't realize the number of walkers, bikers and dogs etc. There are also no sidewalks, and this is the only way for people from the Condos to get from one place to another. She said that “parking here is not OK!”

Chief Giorgi said that the problem is that they can't restrict parking on all streets just because of people out exercising. He asked Tim Collins to provide some history. Mr. Collins advised that in 1983 parking was restricted on the north side. He also found a graphic from 10/9/97 showing a restriction on the south side. When the area was reconstructed and the berm installed, the No Parking signs were never actually put back up. It appears that there already **is** a parking restriction on both sides of Lakeside Ave. in the City regulations, however, the street is just not signed correctly. When leaving the

condo driveway, the area to the right should be marked as No Parking” on the entire length. On the area to the left of the driveway, there is a small section where parking is allowed. The side with the berm should be marked as No Parking the entire length.

Chief Giorgi said it made sense to leave the regulation the way it is and put the No Parking signs back up. All agreed.

Tim Collins asked if the Owner had gone to the D’Angelo’s site. He said there is a huge area in the back for parking. It was noted that even when it was the Allora Restaurant, they were always looking for extra parking.

MOTION was made, seconded, duly VOTED to REFER to the DPW to reinstall the No Parking signs on Lakeside Ave., as described in the existing regulation. Chief Giorgi advised that he would touch base with The Fix and advise the City won’t change the existing regulation.

3d) Crosswalk Request from Meadowbrook Child Garden– Concord R. @ Mosher Ln.

The issue was addressed under New Business, Item 2c) with regard to 1110 Concord Road.

3e) Brigham Street Concerns.

Update: Tim Collins advised that the new truck count had not yet been done. He was waiting for traffic to return to a more normal volume in order to get an accurate count.

MOTION was made, seconded, duly VOTED to TABLE.

3f) Public Safety Concerns – Wilson Street.

Chief Giorgi drafted the regulations needed to remove the existing stop sign on Hemenway Street and move it to the opposite corner and presented them for a vote.

MOTION was made, seconded, duly VOTED to APPROVE the amended regulations. All in Favor. Chief Giorgi will send the regulations to Steve Kerrigan for advertisement.

Chief Giorgi made a motion to suspend the rules to discuss 2 items not on the agenda. All in favor.

1) “No Turn on Red” for Main Street (eastbound) at the intersection of Bolton Street and South Bolton Street.

At the last meeting Commissioner Ghiloni had asked if there was a restriction at this intersection. Tim Collins advised that there is not. He included an aerial photo marked with red sight lines. He sent an email to Chief Giorgi advising of his findings. He said that at the stop line for the approach to this intersection, the old Police/Fire Station building blocks the view of Southbound traffic approaching this intersection from Bolton Street. He noted that a driver has to move into the intersection, past the crosswalk and into the path of southbound traffic in order to obtain the proper sight distance. He

explained that a clear view of 200 feet is what is considered “good sight distance”. All agreed that there should be a restriction here due to the limited sight distance. The restriction for “No Right on Red” should be added to this intersection.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to add the restriction for No Turn on Red on Main Street at the intersection of Bolton and South Bolton.

2) Incorrect regulation under schedule for “Right Turns on Red”.

When reviewing this section of the regulations for item 1 above, Tim Collins found a regulation that was incorrect on Ames Street. Also, this specific intersection (Ames Street at Boston Post Road East), is under the control of Mass DOT and should be repealed.

MOTION was made, seconded, duly VOTED to REPEAL the incorrect regulation.

Chief Giorgi wanted to end the meeting with a public thank you to Commissioner Ghiloni (not in attendance) for his years of service to the City and, more specifically, for being an integral part of the Traffic Commission. He feels the recognition is well deserved and he wishes him all the best in his retirement.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 11:01 am.

Respectfully submitted,

Karen L. Lambert
Records Clerk
Marlborough Police Department

List of documents and other exhibits used at the meeting:

- City of Marlborough Meeting Posting for Traffic Commission Meeting on Wednesday, June 24, 2020 including meeting agenda.
- Draft of Traffic Commission Minutes from Wednesday, May 27, 2020.
- Email from Councilor Navin to Chief Giorgi, dated 6/1/20, Re: Follow Up – Issues on Stevens Street and Reservoir Street.
- Email from Officer Larose to Chief Giorgi, dated 6/17/20, Re: Lincoln and Union Streets are missing “NO TURN ON RED” signs.
- Email from Annette Fernandez of Meadowbrook Child Garden to Chief Giorgi, dated 6/2/20, Re: REQUEST – Signage and/or Crosswalk at 1110 Concord Road.
- Email from David Kirkpatrick to Chief Giorgi, dated 6/11/20, Re: Phone conversation of parking and sidewalk issue on Crescent Street.
- Email from Bill Franke to the Police Department, dated 6/14/20, Re: Lakeside Ave. parking issue due to The Fix.
- Email from Alice Wertheimer to the Police Department, dated 6/18/20, Re: Parking Issues on Lakeside Ave.

Additional Handouts:

- Diagram regarding new traffic pattern on Hemenway Street.
- Amended Regulation to REMOVE the existing Stop Sign on Hemenway Street at the intersection of Wilson Street (Easterly Direction).
- Amended Regulation to ADD a Stop Sign at the intersection of Hemenway Street at the intersection of Wilson Street (Westerly Direction)
- Email from Tim Collins to Chief Giorgi, dated 5/28/20, Re: Traffic Commission
- “No Turn on Red” for Main Street along with aerial photo of the intersection.
- Extended Speed Summary Report for Chandler Street (WB) from 4/12/18 to 4/17/18.
- Extended Speed Summary Report for Chandler Street (EB) from 4/9/18 to 4/12/18.
- Extended Speed Summary Report for Concord Road (SB) from 3/11/20 to 3/30/20.
- Aerial photo of Lakeside Ave. with “Tow Away Zone” indicated.