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CITY OF MARLBOROUGH

2023 JAN -5 PM 2:45

CITY OF MARLBOROUGH
City Council Agenda

Monday, January 9, 2023
8:00 PM

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

1. From Council President Ossing – Introduction of new Police Officers and recently promoted members of the Police Department for the City of Marlborough.
2. Organization of the City Council for 2023.
3. Minutes, City Council Meeting, December 19, 2022.
4. Communication from Councilors Ossing & Wagner – Municipal Aggregation – December 2022 Update.
5. Communication from the Mayor, re: Update on Completed Department of Public Works Projects.
6. Communication from the Mayor, re: New Library Director, Sara Belisle, replacing Margaret Cardello who is retiring.
7. Communication from the Mayor, re: Grant Acceptance in the amount of \$35,466.20 from the Regional Economic Development Organization's Grant Program (REDO) awarded to the Marlborough Economic Development Corporation (MEDC) to be used for downtown improvements and to increase foot traffic.
8. Communication from the Mayor, re: Grant Acceptance in the amount of \$24,900.78 from the Executive Office of Public Safety and Security and the Department of Fire Services awarded to the Fire Department to be used for the purchase of various equipment for the department.
9. Communication from the Mayor, re: Grant Acceptance in the amount of \$15,000.00 from the MA Cultural Council awarded to the Marlborough Downtown Village Cultural District, administered through the MEDC to be used to plan and support the annual Food Truck and Artisan Festival.
10. Communication from the Mayor, re: Proposed Order to authorize a Memorandum of Understanding (MOA) between the City of Marlborough and the Executive Office of Health and Human Services, Department of Elementary & Secondary Education and Department of Children and Families for transportation reimbursement.
11. Communication from the Mayor, re: Appointment of Dillon LaForce to the Planning Board for a 5-year term to expire on February 1, 2027, replacing Philip Hodge term expiring February 6, 2023.

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

12. Communication from the Mayor, re: Reappointment of Police Chief David Giorgi as Keeper of the Lock-Up for a term of 1-year.
13. Communication from the Mayor, re: Appointment of Elizabeth Jalonski to the Board of Registrars for a 2-year term to expire on April 1, 2025, replacing Elizabeth Evangelous term expiring April 1, 2022.
14. Communication from the Planning Board, re: Favorable Recommendation on the Proposed Zoning Amendment to Chapter 650 "Zoning" relative to certain provisions concerning mixed-use and affordable housing, Order No. 22-1008721.
15. Communication from Department of Public Utilities, re: Petition of MA Electric and Nantucket Electric d/b/a National Grid for Approval of an Alternative Basic Service Procurement and Pricing Plan.
16. Minutes of Boards, Commissions and Committees:
 - a) Conservation Commission, December 1, 2022.
 - b) Planning Board, November 21, 2022.
 - c) Traffic Commission, September 28, 2022.
17. CLAIMS:
 - a) Carlos Cancel, 63 Phelps Road, Framingham, pothole or other road defect.
 - b) Progressive Insurance on behalf of Groundbreaking Excavation, 64 Fairmount Street, other property damage and/or personal injury.

REPORTS OF COMMITTEES:

Councilors-at-Large

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



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Ward Councilors

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

Council President

Michael H. Ossing

Council Vice-President

Kathleen D. Robey

**CITY OF MARLBOROUGH
CITY COUNCIL
MEETING MINUTES
MONDAY, DECEMBER 19, 2022**

The regular meeting of the City Council was held on Monday, December 19, 2022, at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Ossing, Wagner, Doucette, Dumais, Brown, Irish, Navin, Landers, Oram, Perlman & Robey. Meeting adjourned at 8:34 PM.

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

ORDERED: That the Minutes of the City Council meeting, December 5, 2022, **FILE**; adopted.

That the PUBLIC HEARING on the Application for a Special Permit from Attorney Brian Falk, on behalf of Octo48, LLC d/b/a Action Precision Machining to convert a preexisting nonconforming warehouse use to a machine shop at 269 Mechanic Street, Order No. 22-1008741, all were heard who wish to be heard, hearing closed at 8:14 PM, adopted.

- a) Communications from various residents, re: Support of the Application for Special Permit by Octo48, LLC, 269 Mechanic Street.

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

That the PUBLIC HEARING on the Proposed Amendments to Chapter 650 “Zoning”, relative to certain provisions concerning mixed-use and affordable housing, Order No. 22-1008721, all were heard who wish to be heard, hearing closed at 8:22 PM, adopted.

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

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

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Gift Acceptance in the amount of \$100.00 from the Women’s Fellowship First Church awarded to the Conservation Commission to be used for conservation land maintenance and continued work on the trails; adopted.

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

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$608.48 from the MetroWest Health Foundation awarded to the Health Department to be used for tobacco outreach programs; adopted.

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

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** Grant Acceptance in the amount of \$1,250.00 from the Marlborough Foundation awarded to the Council on Aging to be used to assist seniors with heating costs this winter; adopted.

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

ORDERED: That pursuant to Section 14 of Chapter 40 of the General Laws, the Marlborough City Council hereby authorizes the Mayor to enter into a lease for a term of ten (10) years for that parcel of land known as "Union Common" shown as Assessors Map 70, Parcel 292, bounded by Main Street, Bolton Street, and High Street, and the land of John P. Rowe and Mildred M. Rowe, now or formerly, and Herman Sanders and Amanda Sanders, now or formerly, for the purposes of a public Park, **APPROVED**; adopted.

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

ORDERED: That the Appointment of Joseph Delano to the Board of Registrars for a 3-year term to expire on April 1, 2024, referred to the **PERSONNEL COMMITTEE**; adopted.

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

ORDERED: That the Reappointments to the Library Board of Trustees for 3-year terms of Fred Haas to expire January 7, 2025, Nena Bloomquist to expire August 26, 2024, and Samantha Khosla to expire April 2, 2024, referred to the **PERSONNEL COMMITTEE**; adopted.

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

ORDERED: That the Appointment of Jason Homer to the Library Board of Trustees for a 3-year term to expire from date of Council confirmation, referred to the **PERSONNEL COMMITTEE**; adopted.

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

ORDERED: That the Communication from Building Commissioner Tin Htway, re: Compliance of free-standing pylon sign, Shell Gas Station, 431 Lincoln Street, **FILE**; adopted.

Suspension of the Rules requested – Motion by Councilor Robey, seconded by the Chair to remove from the Urban Affairs Committee Order No. 22-1008740 – granted.

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

ORDERED: That the request of William Camuso on behalf of Leigh Enterprises, Ltd. to continue the exemption to the hours of operation under City Code Chapter 342, Article 1, Section 342-2, allowing the Shell Gas Station at 431 Lincoln Street to be open for business from 5:00 AM to 11:00 PM for one additional year, **APPROVED**; adopted.

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

ORDERED: That the Request for Approval of a Flat Wall Sign, Phoenix BJJ (Front Entrance), 160 Apex Drive, within the Hospitality and Recreation Mixed Use Overlay District (HRMUOD), **APPROVED**; adopted.

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

ORDERED: That the Request for Approval of a Flat Wall Sign, Phoenix BJJ (Rear Entrance), 160 Apex Drive, within the Hospitality and Recreation Mixed Use Overlay District (HRMUOD), **APPROVED**; adopted.

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

ORDERED: That the Communication from the Public Employee Retirement Administration Commission (PERAC) re: Required FY24 Appropriation in the amount of \$10,650,851.00, **FILE**; adopted.

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

ORDERED: That the Communication from Kevin Gillis on behalf of Northborough Capital Partners, LLC, re: Proposed Order to accept Jenks Lane as a Public Way and to accept the municipal easements, referred to the **PUBLIC SERVICES COMMITTEE, PLANNING BOARD AND LEGAL DEPARTMENT**; adopted.

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

ORDERED: That the Communication from Attorney Falk on behalf of JW Capital Partners, LLC, re: Request to Extend Time Limitations on the Application for Site Plan Approval, to build a mix-use project at 57 Main Street in the Marlborough Village District, until 11:00 PM on March 29, 2023, **APPROVED**; adopted.

Councilor Dumais Recused.

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

ORDERED: That there being no objection thereto set **MONDAY JANUARY 23, 2023**, as the **DATE FOR PUBLIC HEARING**, on the Application for Special Permit from Stephen Copper, on behalf of Alliance Health & Human Services to renovate 10,490 sf of the existing building to provide twelve (12) rest home beds at 720 Boston Post Road East within the Wayside District, referred to the **URBAN AFFAIRS COMMITTEE & ADVERTISE**; adopted.

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

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

- a) School Committee, November 22, 2022.
- b) Conservation Commission, November 17, 2022.
- c) Council on Aging, October 11, 2022.
- d) Historical Commission, October 20, 2022.
- e) OPEB Trust, November 29, 2022.
- f) Planning Board, November 7, 2022.

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

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

- a) Kristiana Medrano, 1 South Point Drive, #1, Dorchester, pothole or other road defect.

Reports of Committees:

THERE WERE NO REPORTS OF COMMITTEE.

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

ORDERED: 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 BY AMENDING CHAPTER 125, ENTITLED “PERSONNEL,” AS FOLLOWS:

I. By adding to the salary schedule referenced in Section 125-6 the following:

Position	Step 1 Start	Step 2 6-months of service	Step 3 1-year of service	Step 4 2-years of service	Step 5 3-years of service	Step 6 4-years of service	Step 7 5-years of service
Treasury/Payroll Manager (40 hours per week)	\$72,500.00	\$73,950.00	\$75,429.00	\$76,937.58	\$78,476.33	\$80,045.86	\$81,646.78

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

APPROVED.

First Reading, suspended; Second Reading, adopted; Passage to Enroll, adopted; Passage to Ordain; adopted. No objection to passage in one evening.

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

ORDERED: That the Job Description pursuant to Chapter 125 “Personnel” §5 “Preparation of Classification Descriptions” of the Code, relative to the position of Treasury/Payroll Manager, **APPROVED**; adopted.

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

ORDERED There being no further business, the regular meeting of the City Council is herewith adjourned at 8:34 PM; adopted.



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4-1

2023 JAN -3 PM 2: 05

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

December 29, 2022

Honorable Members
Marlborough City Council
City Hall
Marlborough, MA 01752

Re: Municipal Aggregation – December 2022 Update

Dear Honorable Members:

In accordance with Order No.19-1007578B, this correspondence informs the City Council of the third quarter 2022 savings from the approved fixed price contract with Inspire that will provide stability and predictability and on a yearly average be lower than the National Grid Fixed Basic Service Rates during the same period. The contract with Inspire runs through the January 2024 meter reads.

Colonial Power has compiled the third quarter 2022 data and the City residents saved \$454,692 in their electricity bills compared to the National Grid Basic Service rate. Refer to the table in Attachment 1 and the graph in Attachment 2.

As a reminder, the City contract with Inspire is 100% National Wind Renewable Energy Credits (RECs). The savings are even greater when compared to the National Grid Green options.

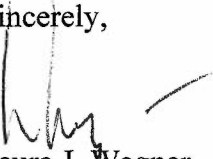
Looking ahead to the fourth quarter 2022, the City rate is lower than the National Grid Winter Basic Service rate of 0.33891 \$/kWh. This is significant as the City residents will continue to see savings over the National Grid Basic Service rate and the requirements in order 19-1007578B will be satisfied by “on a yearly average be lower than the National Grid Basic Service rates during the same time period.”

City Councilors as well as participants in the Municipal Aggregation program should be aware that it is unlikely the new contract in 2024 will have rates as low as the current 0.09390 \$/kWh. The Municipal Aggregation Committee is working with the Colonial Power Group to monitor market conditions and obtain new rates.

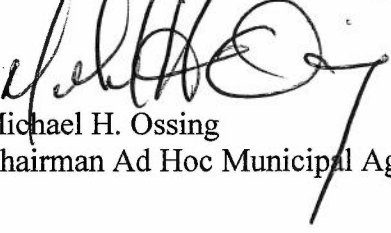
This information will be updated periodically and forwarded to the Councilors in accordance with Order 19-1007578B.

As Councilors, you can take pride in your decision to support Municipal Aggregation as we are saving our residents money on their electricity bills. Since November 2019, City residents have saved over \$6,016,000 on their electric bills with Inspire.

Sincerely,



Laura J. Wagner
Member, Ad Hoc Municipal Aggregation Committee



Michael H. Ossing
Chairman Ad Hoc Municipal Aggregation Committee

Attachment 1: Table showing Residential Savings with Inspire

Attachment 2: 3rd quarter 2022 status report – Graph illustrating Marlboro aggregation savings

Attachment 1

Table Showing Residential Savings with Inspire

Date	NGrid Basic Service Rate (\$/kW-hr)	City Rate (\$/kW-hr)	City Residential User Savings	City Residential Commercial Industrial Savings
Fourth Quarter 2019	Nov - .13957 Dec - .13957	Nov - .09690 Dec - .09690	\$550,815	\$693,006
First Quarter 2020	Jan – Mar .13957	Jan – Mar .09690	\$812,433	\$1,034,746
Second Quarter 2020	Apr - .13957 May - .09898 Jun - .09898	Apr – Jun .09690	\$250,320	\$196,841
Third Quarter 2020	Jul – Sept .09898	Jul - .09690 Aug - .09390 Sept - .09390	\$78,989	(-\$148,635)*
Fourth Quarter 2020	Oct - .09898 Nov - .12388 Dec - .12388	Oct – Dec .09390	\$482,513	\$564,251
First Quarter 2021	Jan – Mar .12388	Jan – Mar .09390	\$624,406	\$762,385
Second Quarter 2021	Apr - .12388 May – .09707 Jun - .09707	Apr – Jun .09390	\$187,609	\$129,809
Third Quarter 2021	Jul – Sept .09707	Jul – Sept .09390	\$64,802	(-\$60,875)*
Fourth Quarter 2021	Oct - .09707 Nov - .14821 Dec - .14821	Oct – Dec .09390	\$835,726	\$1,445,018
First Quarter 2022	Jan – Mar .14821	Jan – Mar .09390	\$1,100,673	\$1,817,003
Second Quarter 2022	Apr – .14821 May - .11491 Jun - .11491	Apr – Jun .09390	\$579,919	\$873,497
Third Quarter 2022	Jul – Sept .11491	Jul – Sept .09390	\$454,692	\$1,073,337
Fourth Quarter 2022	Oct - .11491 Nov - .33891 Dec - .33891	Oct – Dec .09390	TBD	TBD

- *National Grid sets different rate for commercial/industrial users that are not associated with the National Grid residential fixed Basic Service rate.
- Total residential savings from Inspire (November 2019 to September 2022) is over **\$6,016,000**.
- Total program savings (all rate classes) since inception in 2007 is over **\$12,279,000**.

**CITY OF MARLBOROUGH COMMUNITY CHOICE POWER SUPPLY PROGRAM
STATUS REPORT Q3 2022**

ATTACHMENT #2

Prepared December 2022

This report has been prepared by Colonial Power Group with information/data being provided by the Competitive Supplier and National Grid. The purpose of the report is to provide information about the City of Marlborough's Community Choice Power Supply Program, which currently provides competitive power supply to approximately 13,000 customers in the City. The data provided by the Competitive Supplier is not available until three months after the month it is used. For example, power is *Used* in January, *Invoiced* in February, *Paid* in March and *Reported* in April.

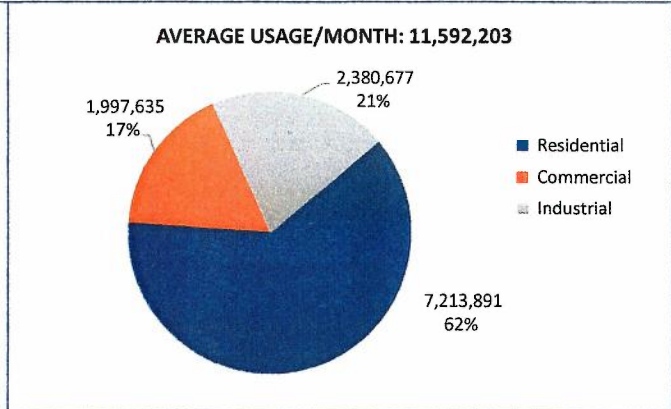
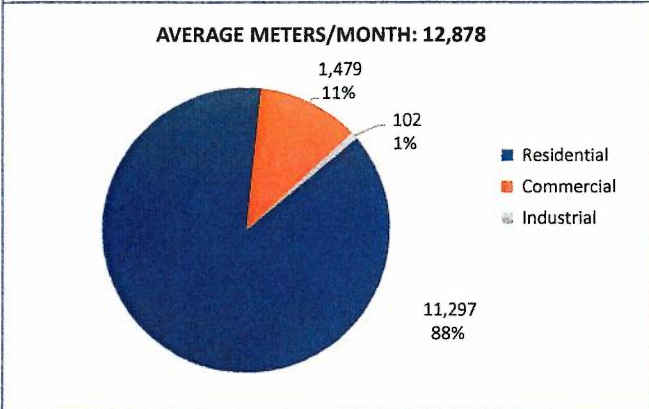
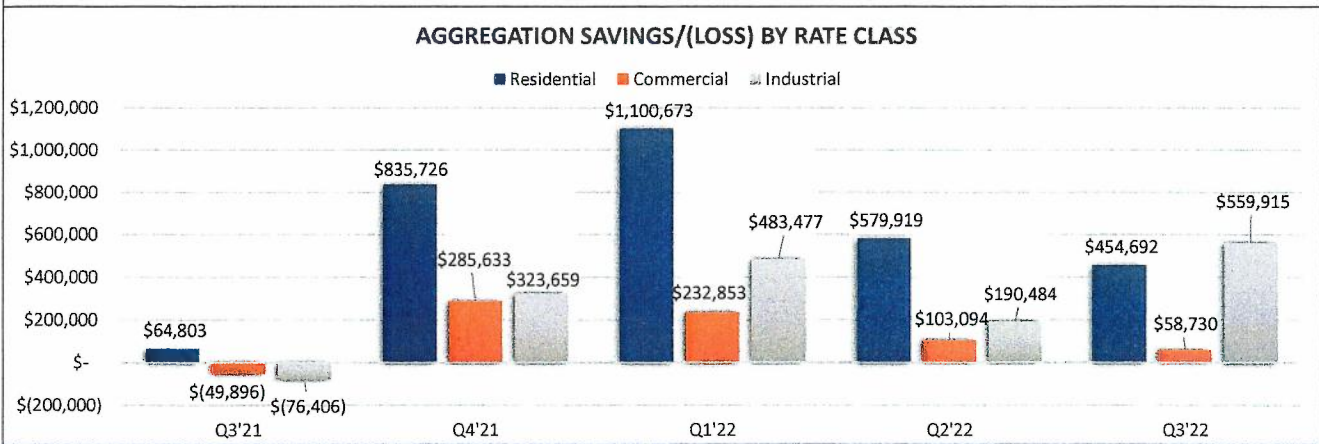
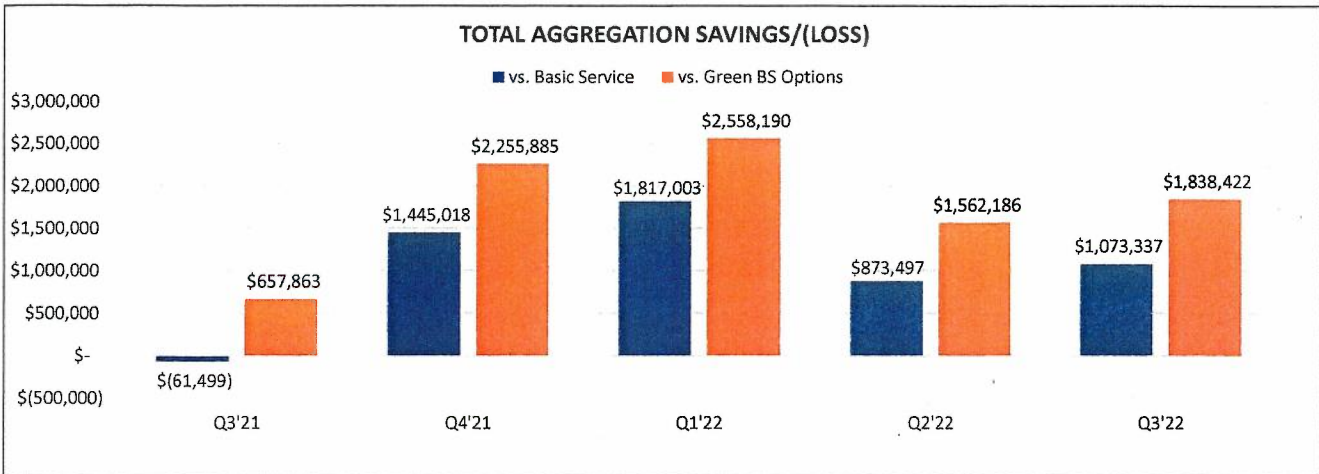
[Click here for more information about the Program](#)

PROGRAM RATES		
Term	November 2019 - August 2020	August 2020 - January 2024
Competitive Supplier	Inspire	Inspire
Standard (default)	\$0.09690 / kWh 100% National Wind RECs	\$0.09390 / kWh 100% National Wind RECs
Optional	N/A	N/A

COMPARISON TO NATIONAL GRID RATES

[Click here for NGRID GreenUp Info](#)

The City's aggregation savings are directly tied to the margin of savings between the Program's rates and National Grid's corresponding Basic Service rates as well as the level of consumption by participating consumers. Basic Service rates change twice a year or more, depending on utility and rate class. As a result, the aggregation rate may not always be lower than the Basic Service rate. The goal of the aggregation is to deliver savings over the life of the Program against the Basic Service rate. However, such savings and future savings cannot be guaranteed.





City of Marlborough
Office of the Mayor

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Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

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

Candace McGrath
EXECUTIVE ADMINISTRATOR

January 5, 2023

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

Re: UPDATE on completed Department of Public Works Projects

Honorable President Ossing and Councilors:

For informational purposes, I'm happy to share the completed list of projects provided to me by Mark Dascoli and staff.

As you can see, the Department of Public Works had a busy 2022 construction season completing numerous street and utility projects. There are only two planned projects not yet completed; the Culinane pump station that will be done during the coming months, and Sudbury Street once all necessary easements are obtained.

I would like to thank Commissioner Divoll and the DPW staff for their efforts. As promised, we will continue to invest in our infrastructure each year. I will be sending down our project list for 2023 in the coming weeks and our street list later this month.

If you have any questions, please feel free to contact my office.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure

2022 Resurfacing Projects – Entire length unless otherwise noted

Minehan Lane – Mill and overlay, new berm and sidewalk
 Donald J. Lynch Boulevard (Macy's to Bigelow Street)-Mill and overlay, bike lanes and cement concrete wcr's
 North Bigelow Street – Overlay
 Howe Street – Mill and overlay, sidewalk repairs
 Zompetti Street – Mill and overlay, new granite curbing, cement concrete wcr's and HMA sidewalk
 Neil Street – Mill and overlay, sidewalk repairs and cement concrete wcr's
 Lambert Street – Mill and overlay and cement concrete wcr's
 Boundary Street – Mill and overlay
 Sherman Street – Mill and overlay
 Stow Road – Drainage improvements, mill and overlay
 Beaman Lane – Mill and overlay
 Millham Street (Elm Street to Maurice Drive) – Mill and overlay
 Dudley Street (Millham Street to Elm Street) – Mill and overlay
 Elm Street (Boundary Street to Dudley Street) – Mill and overlay
 Clover Hill Street – Mill and overlay
 Ghiloni Park Path - Overlay
 Ash Street – Mill and overlay

2022 Reconstruction Projects – Entire length unless otherwise noted

Fremont Street – Water, sewer and drainage improvements, HMA berm and sidewalk and cement concrete wcr's
 Denoncourt Street – Water sewer and drainage improvements, HMA berm and sidewalks and cement concrete wcr's
 Harrison Place – Sewer and drainage improvements, cement concrete sidewalks

2022 Utility Projects

Lead Service Replacement Phases 4 & 5 – Various Locations (**Approx. 250 services replaced**)
 Sewer Main and Manhole Lining (CIPP) – Boston Post Road and Simarano Drive/Results Way cross country easement (4484 LF and 342 VF MH's)
 Water Main Replacement – Boston Post Road East (Peters Avenue to 275 BPRE (live)-main installed to Chill Restaurant) (4050 LF of 12" main)
 Water Main Replacement – Kirby Street (500' 8" main)

2022 Crack Sealing – Various Streets

Reynolds Court
 Jacobs Road
 Dufresne Drive
 West Hill Road
 Temple circle
 Tassi Drive
 Pleasant Street (Berlin Road to Lincoln Street)
 Elm Street (Franklin Street to Mechanic Street)
 Brigham Street
 Larose Drive
 East Main Street (Granger Boulevard to Lincoln Street)
 Sherwood Drive South
 Reagan Lane
 Nolan Way
 Spenser Circle
 Farm Road
 Farmington Circle
 Helen Drive
 Clarke Drive
 Ruth Drive
 Priscilla Drive

Concord Road (Rt. 20 to Town Line)
Collins Drive
Rolfe Road
Linda Circle
Libby Lane
Sheridan Road
Raymond Road
Bouffard Drive
Blanchette Drive
Demers Drive
Boise Road
Dowling Lane
Cameron Drive
Taylor Road
Prendeville Way
Woodcock Lane (Prendeville Way to Harper Circle)
Harper Circle



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Candace McGrath
 EXECUTIVE ADMINISTRATOR

January 5, 2023

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

Re: New Library Director, Sara Belisle

Honorable President Ossing and Councilors:

For informational purposes, I'm happy to announce that the Library Board of Trustees has selected a new Library Director, Sara Belisle to replace Margaret Cardello who is set to retire on January 13, 2023.

Ms. Belisle, a Marlborough resident, comes with extensive experience from the Newton Public Library and is excited to apply her knowledge and enthusiasm while having the opportunity to create plans for enhancing services in the newly renovated library later this year.

We'll plan to invite Ms. Belisle to attend a future meeting to be properly introduced.

I'd like to take this opportunity to thank Margaret Cardello for her dedication over the last twelve years and wish her well with her retirement and all future endeavors.

Sincerely,

Arthur G. Vigeant
 Mayor

SARA BELISLE

Librarian



92 Highgate Rd, Marlborough,
MA 01752

PROFILE

Passionate and motivated library supervisor with 10 years of public library experience. Excited to bring this passion to her home town.

SKILLS

- Project management
- Digital literacy
- Forging and maintaining professional relationships
- Personnel management and coaching
- Strong communication
- Strong technology troubleshooting skills
- Design work in Canva
- Marketing via social media, email and physical space

EXPERIENCE

SUPERVISOR OF PUBLIC SERVICES

Newton Free Library

2020-Present

- Supervise Reference and Borrower Services departments.
- Direct report of 4 Assistant Supervisors, 12 Librarians, 8 Senior Library Assistants, and ELL Coordinator.
- Make recommendations and manage library collection budget
- Ensure patron service expectations were met at the circulation desk, 2 reference desks, public computing area and call center.
- Oversee collection development of adult library materials including local history and digital resources.
- Supervise Library outreach and Home Delivery program.

ASSISTANT SUPERVISOR OF PUBLIC SERVICES

Newton Free Library

2018-2020

- Oversaw daily schedule for Public Services and Material Services Department using WhentoWork.
- In charge of onboarding and training new staff members.
- Approved time-off requests.
- Direct report of 6 Part-Time Librarians, and 8 Part-Time Senior Library Assistants.

AFFILIATIONS

Minuteman Library Network

Circulation Interest Group Chair - FY20

ALA, NELA, MLA

Member

Present at conferences - 2015 & 2016

EDUCATION

MASTERS OF LIBRARY SCIENCE

Simmons University
2012-2014

BACHLOR OF ART - HISTORY

University of California, Irvine
2007-2010

REFERENCE LIBRARIAN

Newton Free Library

2015-2018

- Planned and led Maker and technology programs for adults.
- Led interdepartmental Maker team which planned an annual STEAM Expo and helped design and implement the libraries first Makerspace.
- Selected and deselected material for assigned collection area.



City of Marlborough
Office of the Mayor

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Arthur G. Vigeant
 MAYOR

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 www.marlborough-ma.gov

January 5, 2022

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

Re: Grant acceptance for the Marlborough Economic Development Corp

Honorable President Ossing and Councilors:

Enclosed for your acceptance is a grant award in the amount of \$35,466.20 from the Regional Economic Development Organization's Grant Program (REDO) through the 495/Metrowest Partnership for a temporary downtown pop-up project.

Construction plans will begin this spring to renovate the back of City Hall and Weed Street, as well as Main Street to create a more inviting atmosphere that will increase foot traffic while slowing vehicle traffic. This grant will give some small businesses who aren't able to rent on Main Street an opportunity to showcase their products downtown on a temporary basis, thus strengthening our local economy.

Please let me know if you have any questions.

Thank you in advance for your cooperation.

Sincerely,


 Arthur G. Vigeant
 Mayor

Enclosures

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: MEDC DATE: 1/9/2023

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Meredith Harris

NAME OF GRANT: Regional Economic Development Organization (REDO)

GRANTOR: Exec. Office of Housing & Economic Development

GRANT AMOUNT: \$35,466.20

GRANT PERIOD: FY23

SCOPE OF GRANT/ Projects bringing economic vitality to the region

ITEMS FUNDED Temporary space via container/pods for retailers during the spring through fall

IS A POSITION BEING
CREATED: No

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

ARE MATCHING CITY
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO CITY?
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: ASAP (fully executed by 1/16)

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



Commonwealth of Massachusetts
**EXECUTIVE OFFICE OF
 HOUSING & ECONOMIC DEVELOPMENT**
 ONE ASHBURTON PLACE, ROOM 2101
 BOSTON, MA 02108
www.mass.gov/eohed

CHARLES D. BAKER
GOVERNOR

KARYN POLITO
LIEUTENANT GOVERNOR

MIKE KENNEALY
SECRETARY

TELEPHONE
(617) 788-3610

FACSIMILE
(617) 788-3605

December 20, 2022

Jason Palitsch
Executive Director
495/MetroWest Partnership
200 Friberg Parkway, Suite 1003
Westborough, MA 01581

Re: MOBD REDO Grant Program FY 2023 - Award

Dear Jason:

Thank you for submitting an application for the 2023 Regional Economic Development Organization Grant Program (Grant). I am pleased to inform you that 495/MetroWest Partnership was selected to receive a REDO award in the amount of \$225,466 for both services to be performed by the REDO, as well as for the two projects to be performed by a REDO partner, as listed below.

Project Name	Brief Description	Awarded amount
REDO funding		\$150,000.00
Downtown Marlborough Pop-Up Project	Provide temporary space via container/pods for retailers to utilize during the spring, summer and fall months.	35,466.20
Pop-Up Incubators in Westborough and Acton	To activate two vacant storefronts as pop-up retail incubators within these municipalities, for use by a mix of small businesses, artists and/or makers.	40,000.00
Total		\$225,466.00

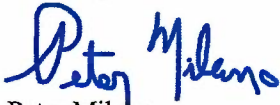
We anticipate the funds for the approved projects will bring additional economic vitality to the region. We are proud of the progress we have made together and look forward to further strengthening our partnership as we continue assisting businesses and communities throughout the Commonwealth.

If a project proposed in your application is not listed above, it was not selected due to scope and/or competitiveness. The REDO Grant is not intended for studies, marketing, tourism, or construction projects. Please be advised, there may be other funding sources applicable for proposed projects that were not selected, which are identified in the Commonwealth's Community One Stop for Growth, a single application portal and collaborative review process of grant programs that make targeted investments based on a Development Continuum - <https://www.mass.gov/guides/community-one-stop-for-growth>, MassTrails Grant - <https://www.mass.gov/guides/masstrails-grants>, or grant opportunities with Massachusetts Cultural Council - <https://massculturalcouncil.org/programs-at-a-glance>.

Please also be advised that this letter does not constitute an agreement or contract with MOBD or the Commonwealth of Massachusetts, nor does it confer any rights onto 495/MetroWest Partnership. This grant commitment is contingent upon successful execution of a contract no later than January 16, 2023 and 495/MetroWest Partnership shall not receive payment of any Grant funds until documentation of expenses is evidenced.

Please contact your MOBD Regional Director to coordinate a time to follow up on grant implementation. MOBD will be following up with a contract, reporting templates and other supporting documentation via email. If you have any questions about the contract, please contact Nhat Le at nhat.le@mass.gov.

Sincerely,

A handwritten signature in blue ink that reads "Peter Milano". The signature is written in a cursive style with a large initial "P".

Peter Milano

Director of Strategy & Business Development

Cc: Mike Kennealy, Secretary
Mark Fuller, Undersecretary for Business Growth



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2023 JAN -5 AM 11: 05

City of Marlborough
Office of the Mayor

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

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

Candace McGrath
EXECUTIVE ADMINISTRATOR

January 5, 2022

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

Re: Grant acceptance for Marlborough Fire Department

Honorable President Ossing and Councilors:

Enclosed for your review and acceptance is a grant in the amount of \$24,900.78 from the Executive Office of Public Safety and Security and the Department of Fire Services. With this grant the MFD will be able to secure much needed equipment such as multi-band portable radios, supplied airline SCBAs, mobile command and accountability board, and incident command and rehab equipment.

I would like to take this opportunity to thank the Executive Office of Public Safety and Security and the DFS for their continued support. This grant will help ensure the safety and wellbeing of the residents of Marlborough.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



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

KEVIN J. BREEN
FIRE CHIEF

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

December 15, 2022

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

REF: Firefighter Safety Equipment Grant

Dear Mayor Vigeant:

I am pleased to inform you that Marlborough Fire Department received notice of a grant award in the amount of \$24,900.78 from the Executive Office of Public Safety and Security and the Department of Fire Services (DFS). Our successful grant submission for the FY2023 Firefighter Safety Equipment Grant Program will permit us to secure the following equipment at no cost to the city:

- Multi-band Portable Radio
- Supplied Airline SCBAs
- Mobile Command and Accountability Board
- Incident Command and Rehab Equipment

We respectfully ask your support as we seek City Council approval to receive and expend funds received through this important state grant program. Thank you for your anticipated support and we remain available should there be any questions related to this award.

Sincerely,

Kevin J. Breen
Fire Chief

W/Enclosures

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: FIRE DATE: 12/15/2022

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: FIRE CHIEF KEVIN J. BREEN

NAME OF GRANT: Firefighter Safety Equipment Grant

GRANTOR: Executive Office of Public Safety and Security and the Department of Fire Services (DFS)

GRANT AMOUNT: \$24,900.78

GRANT PERIOD: December 7, 2022 through June 30, 2023

SCOPE OF GRANT/
ITEMS FUNDED Individual/Portable Radios
Accountability Board/Mobile Command Console
Self-Contained Breathing Apparatus (SCBA)

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING CITY
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO CITY?
NO

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: _____

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



CHARLES D. BAKER
Governor

Office of the Governor
Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

December 7, 2022

Chief Kevin Breen
City of Marlborough
215 Maple Street
Marlborough, MA 01752

Dear Chief Breen,

Congratulations! I am pleased to inform you that the Executive Office of Public Safety and Security and the Department of Fire Services (DFS) has awarded the City of Marlborough \$24,900.78 in State Fiscal Year 2023 funding for the Firefighter Safety Equipment Grant Program.

Through great challenges in recent years, the fire service in Massachusetts has maintained the level of dependability and excellence that the citizens of the Commonwealth have come to expect. Please know how thankful I am for this, and how grateful I am to be able to provide your department with this important equipment.

The contract, terms and conditions, and other award documents for this program will be provided to you by DFS. Please contact Tim Moore at DFS with any questions about this award at 978-567-3721 or Timothy.Moore@mass.gov.

Sincerely,

Handwritten signature of Charles D. Baker in black ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in black ink.

Lt. Governor Karyn E. Polito



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LT. GOVERNOR

TERRENCE M. REIDY
SECRETARY

The Commonwealth of Massachusetts
Executive Office of Public Safety and Security
Department of Fire Services

P.O. Box 1025 ~ State Road

Stow, Massachusetts 01775

Telephone (978) 567~3100

www.mass.gov/dfs



PETER J. OSTROSKY
STATE FIRE MARSHAL

December 7, 2022

Chief Kevin Breen
City of Marlborough
215 Maple Street
Marlborough, MA 01752

Dear Chief Breen,

I am pleased to provide you with a Commonwealth of Massachusetts Standard Contract Form, Grant Agreement Scope of Work and Budget, and Contractor Authorized Signatory Listing Form for your FY23 Firefighter Safety Equipment Grant award. Please print and mail copies of these documents with original signatures to Tim Moore at the Department of Fire Services (DFS) address above. The Standard Contract Form Instructions and Commonwealth Terms and Conditions, which are incorporated by reference into this contract, may be found at www.macomptroller.org/forms. As a reminder, equipment orders may not be placed until this contract has been fully executed by DFS and your department. DFS will provide you with a copy of the fully executed contract and provide specific direction to proceed when your contract has been executed.

The funds for this program will be disbursed on a reimbursement basis in accordance with the terms of the grant Notice of Funding Opportunity. Once you have received your equipment and paid the vendor(s), reimbursement requests may be submitted to DFS by submitting the following documents to OPS.DFS-TM-Grants@mass.gov:

- Completed Final Report Template (available at www.mass.gov/info-details/grants-for-fire-departments).
- Copy of invoice(s) with detailed description of all eligible costs.
- Proof of payment to the vendor(s) (cancelled check copy or other official financial system record).

If you have any questions during the grant performance period, please contact Tim Moore at 978-567-3721 or OPS.DFS-TM-Grants@mass.gov.

This program is an excellent opportunity to improve the health and safety of firefighters across the Commonwealth, and I am grateful that we are able to provide this vital equipment to your department this year.

Sincerely,

Administrative Services • Division of Fire Safety
Hazardous Materials Response • Massachusetts Firefighting Academy



COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

CONTRACTOR LEGAL NAME: City of Marlborough (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Department of Fire Services MMARS Department Code: DFS	
Legal Address: (W-9, W-4): 140 Main St, Marlborough, MA, 01752		Business Mailing Address: P.O. Box 1025, Stow MA 01775	
Contract Manager: Chief Kevin J. Breen	Phone: 508-624-6986	Billing Address (if different):	
E-Mail: kbreen@marlborough-ma.gov	Fax: 508-460-3795	Contract Manager: David Clemons	Phone: 978-567-3179
Contractor Vendor Code: VC6000192111		E-Mail: David.Clemons@mass.gov	Fax: 978-567-3121
Vendor Code Address ID (AD001) (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): CT-DFS-1000-2023FFEGRANT00000000	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended) \$24,900.78			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) FY23 Firefighter Safety Equipment Grant Program. This contract is for funds awarded under the Department of Fire Services' FY23 Firefighter Equipment Grant, in accordance with the FY23 Grant Application, and attached Grant Agreement Scope of Work and Budget. Funds for this program will be disbursed on a reimbursement basis only.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and <u>no</u> obligations have been incurred <u>prior</u> to the Effective Date. <input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u>[Signature]</u> Date: <u>12/13/22</u> (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>Arthur Vigeant</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Captured At Time of Signature) Print Name: <u>David Clemons</u> Print Title: <u>Director of Operations</u>	

Department of Fire Services and the City of Marlborough FY23 Firefighter Equipment Grant Agreement Scope of Work and Budget

Authorization: This grant is awarded by the Executive Office of Public Safety through the Department of Fire Services' FY23 Firefighter Safety Equipment Grant program for the purchase of firefighter safety equipment in accordance with the Acts of 2020 chapter 151 2D, the Department of Fire Services Earmark and Grants policy and procedures, and CMR 815, 2.00 State Grant Regulations.

Grant Project Description: Purchase of firefighter safety equipment as listed in the budget section of this Scope of Work.

Grant Manager: The MA Department of Fire Services and the grantee will each assign a grant manager with respect to this Scope of Work. It is anticipated that the grant manager will not change during the period the Scope of Work is in force. In the event that a change is necessary, the party requesting the change will provide prompt written notice to the other. In the event a change occurs because of a non-emergency, two-week written notice is required. For a change resulting from an emergency, prompt notice is required.

The MA Department of Fire Services grant manager will work closely with the grantee to ensure successful completion of the grant, will consult with the grantee to develop the Scope of Work, will coordinate input as needed, and will review and approve deliverables, progress reports and authorize acceptance and compensation of deliverables.

The grantee's grant manager will serve as the interface between the MA Department of Fire Services and all grantee personnel participating in this program, will maintain the Scope of Work and Budget in consultation with the MA Department of Fire Services grant manager, will facilitate regular communication with the MA Department of Fire Services grant manager including status reports/updates and review of performance against the Scope of Work, and will work closely with the MA Department of Fire Services to ensure successful completion of the grant.

The grantee's grant manager is Assistant Chief Jeffrey Gogan who can be reached at: 215 Maple Street Marlborough, MA 01752, tel 508-624-6984, email: jgogan@marlborough-ma.gov. The MA Department of Fire Services grant manager is David Clemons, Director of Operations, 1 State Road, Stow, MA 01775, tel 978-567-3179, email: David.Clemons@mass.gov.

Budget: The funds may not be used to serve as a match for a federal grant. The funds may not be used for construction and all applicable local and state procurement requirements must be adhered to in the use of the grant funds. The grant funds must be used to purchase the following approved firefighter safety equipment.

Grant Award:

<i>Department</i>	<i>Description of allowable Equipment</i>
City of Marlborough	Individual/Portable Radios Accountability Board/Mobile Command Console Self-Contained Breathing Apparatus (SCBA)
Total Award	\$24,900.78

Reimbursement Request Process: The MA Department of Fire Services agrees to disburse funds on a cost reimbursement basis. All costs requested for reimbursement must be listed on the DFS Grant/Earmark reimbursement form. Appropriate supporting documentation for all non-salary costs must also be attached, including:

1. copy of invoice
2. proof of payment – cancelled check or similar other proof of payment documentation such as a copy of the City/Town warrant or invoice that is marked paid and signed as paid by the City/Town fiscal officer.

Period of Performance: Approved expenditures may not be made until a contract has been executed between DFS and the grant recipient. Expenses incurred prior to execution of a contract will not be eligible for reimbursement through this program.

Grant recipients must take delivery of equipment no later than June 30, 2023. Equipment delivered to the recipient after that date **will not** be eligible for reimbursement through this program unless approval for an extension has been already been granted in writing by the DFS grant manager.

Reimbursement requests must be submitted no later than July 28, 2023. DFS will only reimburse for costs incurred through the grant performance period, June 30, 2023.

Grant Extensions: Grant recipients may request a single performance period extension if extenuating circumstances beyond the control of the recipient (backordered equipment, supply chain disruptions, vendor errors, etc.) will prevent equipment from being delivered on or before June 30, 2023. Extensions for these purposes must be submitted to DFS by email no later than June 1, 2023. Approval of extension requests is at the sole discretion of DFS.

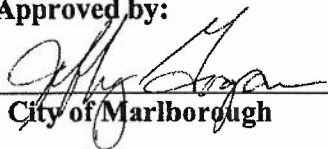
Grant Monitoring: The Department of Fire Services may conduct grant monitoring through either a desk-based review or on-site monitoring visits, or both, in order to obtain additional information or verify information related to grant spending, grant-funded activity, or grant award outcomes. Advance notice will be given prior to a site visit. Findings of non-compliance with

any portion of the terms of the FY23 Firefighter Safety Equipment Application, the executed Standard Contract Form, and the DFS Grant Agreement Scope of Work and Budget may result in a demand for funds to be returned to DFS.

Changes in Scope of Work or Budget: The grant project description and budget are fixed and any change would be a "material" change in the contract. "Material" changes to the project description (adding, deleting or altering items) or budget lines (deletions, additions or changes to items) will require both parties to execute a *Standard Contract Amendment Form*. Contract amendments may not be done retroactively and must be done prior to the grant end date.

Records Management: The grantee shall maintain records in accordance with 815 CMR 2.08. This regulation includes but is not limited to "... 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 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..."

Approved by:



City of Marlborough

Jeffrey Logan Asst. Chief

Print Name and Title

12/12/22

Date

Approved by:

Department of Fire Services

David Clemons, Director of Operations

Print Name and Title

Date

**COMMONWEALTH OF MASSACHUSETTS
CONTRACTOR AUTHORIZED SIGNATORY LISTING**

Issued May

2004



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

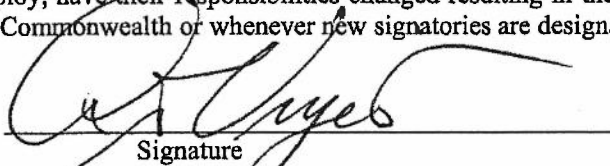
INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In 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
KEVIN J. BREEN	FIRE CHIEF
JEFFREY GOGAN	ASST. FIRE CHIEF
JEFFREY EMANUELSON	ASST. FIRE CHIEF
Arthur Vigeant	Mayor of Marlborough

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: 10/13/22

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.



DFS COMMON GRANT FREQUENTLY ASKED QUESTIONS

March 31, 2021

Cost Principle and Allowable Costs Questions

1. What costs are allowed in DFS grants?
 - a. All grantees must refer to their specific grant award contract, notice of funding opportunity, and application for specific allowable costs for their grant program. Allowable costs must be reasonable. A cost is reasonable if, in its nature and amount, it does not exceed that which would be incurred by a prudent person under the circumstances prevailing at the time the decision was made to incur the costs. In determining if a cost was reasonable, the DFS grant manager, through review of payment requests and periodic on-site visits, will consider such things as whether the cost was necessary to achieve the grant's purpose, if sound business practices were followed in its procurement, market prices for comparable goods and services, whether the grantee significantly deviated from its own established policies regarding the incurrence of costs, and whether the grantee followed the terms and conditions of the grant award.

2. My community was awarded a grant to purchase equipment. We would rather lease equipment instead of purchase equipment. Is that allowed?
 - a. No. A grant award that specifically allows for the purchase of equipment cannot be used to lease equipment. DFS grants may not be used to pay for any services, such as a lease, in advance.

3. My community was awarded a grant that specifically allows for the lease of equipment. Can I bill DFS for the value of the entire lease?
 - a. If you were to attain a grant specifically for a lease, the only time period that DFS would reimburse would be the lease period that actually falls within the dates of your grant award. For example, if you have a DFS grant for 9 months and your equipment lease is for 4 years, DFS would only compensate your community for up to 9 months of lease payments if said payments were made within the grant performance period.

4. My community was awarded a grant that specifically allows for consulting services. The consultant will be teaching programs over the entire grant performance period but I would like to be reimbursed before the end of the grant because our consultant wants the community to pay for the services in advance. Can we bill DFS for the costs?
 - a. DFS will only reimburse for service costs that occur within the recipient's contract period AND only after the service has concluded. If certain milestones in a contract have been completed and paid for by the grant recipient, they may be reimbursed before the entire service has been completed.



Department of Fire Services Commonwealth of Massachusetts

As an example: The grantee's performance period is July 1, 2020 – June 30, 2021. If a reimbursement request is submitted in March 2020 for service costs from January 2020-June 2020, the grantee will be required to resubmit the request. The request in March may only cover the services completed by March. Even though the performance period reaches through June, the services may not be reimbursed before they are actually performed.

Programmatic Summary Form Questions

1. Who should complete and submit the programmatic summary form?
 - a. The form must be completed and approved your community's grant manager. This person should email the completely form directly to the DFS grant manager, or may sign the form and submit a hard copy via US mail.
2. Why do I have to list the purchases made on the programmatic summary form if they are already listed on the financial summary form?
 - a. The programmatic summary form requests more extensive description of the type and uses of the equipment. It is a critical form for DFS to determine if the actual use of the equipment, services or personnel are in fact directly related to the approved purpose of the grant.

Financial Summary Form Questions

1. What kind of supporting documentation do I have to attach to the financial summary form?
 - a. The following supporting documentation must be included for non-personnel reimbursement requests:
 - i. itemized invoice(s) listing all items purchased;
 - ii. proof of payment, such as
 1. a cancelled check OR
 2. invoice marked paid and signed by the City/Town fiscal officer OR
 3. warrant marked paid and signed by the City/Town fiscal officer.
 - iii. proof of payment must include:
 1. vendor name,
 2. date paid,
 3. amount paid,
 4. warrant number or check number.
2. Some of my payments were made on a credit card. What supporting documentation will you need to approve the request?
 - a. You would include an itemized merchant's invoice listing all grant items purchased, plus a credit card statement and proof of payment to the credit card company including the items in number (ii) and (iii) above.
3. I used my personal checking account to pay for grant related items. Can I still be reimbursed?



Department of Fire Services Commonwealth of Massachusetts

- a. If DFS receives back-up documentation consisting of a personal payment (credit card, personal check, etc.), documentation of the employee reimbursement would be required. Documentation that the grant recipient has made this payment to the individual is still required. In most cases, this would be reimbursement made to the individual (copy of a check from the recipient to the individual, MUNIS print-out, or other payroll documentation). Please note that this is NOT an encouraged practice.

Payment Processing Questions

1. How are DFS grant funds transmitted to grantees?
 - a. All DFS grants will be paid on a reimbursement basis with the exception of the SAFE and Senior SAFE grant programs.
2. How can I find out the status of my reimbursement?
 - a. The Commonwealth makes all payments via EFT (electronic funds transfer) approximately 45 days after receipt of complete and accurate Grant Final Reports, which include the DFS Programmatic Summary Form, DFS Financial Summary Form, and associated supporting documentation. Grantees may email their DFS grant manager for an update on their payment request and may also view the scheduled payment date on the State Comptroller's website <https://massfinance.state.ma.us/VendorWeb/vendor.asp?login=1>.
3. How will I know if my reimbursement request was accepted?
 - a. The DFS grant manager will generally notify you within 15 days if your Grant Final Report or reimbursement request has errors or deficiencies that need to be cured. If this happens, your reimbursement request will be delayed. The 45 day payment window will start again one you have resubmitted a corrected Grant Final Report.
4. Can I still get reimbursed if I miss the deadline to submit the Grant Final Reports?
 - a. Unfortunately, the state's fiscal year dictates that we must adhere to the reporting deadlines and DFS is generally unable to extend the deadline. Failure to submit accurate and complete reports by your grant's deadline will usually result in an inability for DFS to Issue reimbursement.
5. What could slow down my reimbursement request?
 - a. Common errors include:
 - i. the lack of a signature and date on the submitted forms;
 - ii. requesting payment for items that are outside the grant's performance dates;
 - iii. forgetting to document the grant related purpose of the expenditure;
 - iv. not completing all of the fields and sections of the Financial Summary Form;
 - v. lack of accurate and complete supporting financial documentation.
6. How frequently can my community be reimbursed?
 - a. Grant recipients should refer to their specific grant award contract for the final reimbursement deadline. Prior to the final deadline, grant recipients may submit periodic reimbursement requests as needed to support their financial cash flow needs.

Grant Monitoring Questions

1. What is involved in a DFS site visit?



Department of Fire Services Commonwealth of Massachusetts

- a. DFS personnel will contact the grantee in advance to schedule the visit. The intent of the visit is to ensure compliance with the DFS grant contract agreement and to ensure that the public purpose and performance goals are being achieved. DFS considers the site visits to be an opportunity to share information, identify training or assistance that the grantee may need and help solve any problems the grantee may be encountering.
2. When are grant monitoring visits expected to commence for my grant program?
 - a. Site visits are conducted on an on-going basis through the grant performance period and generally up to 18 months after the grant has concluded. Grantees are required to retain all grant related paperwork for seven years.
3. What do you review during a site visit?
 - a. DFS will review the actual equipment purchased; policies and procedures of the grantee; compliance with applicable procurement requirements; personnel and payroll records related to the grant; the usage of equipment or grant related services to ensure they met the allowable grant purposes; and other similar grant documentation specific to your community's grant award. A typical site visit for the most common DFS grant, which would be an equipment purchase grant, may take approximately 1-2 hours and generally requires very little advance preparation by the community.

Personnel and Payroll Related Questions

1. Can my employee be paid twice for working on the grant program at the same time that he/she is working on assignments for my department?
 - a. Dual compensation is not allowed. A grant recipient employee may not receive compensation from their unit or agency of government AND from a DFS grant award for a single period of time (e.g., 1:00 p.m. to 5:00 p.m.), even though such work may benefit both entities' activities.
2. Can my community be reimbursed for Indirect Costs?
 - a. Yes, but only if your grant specifically includes indirect costs in the approved grant agreement contract language and budget. If so, the indirect rate agreement must be submitted with the grant recipient's application and supported with official documentation of the grant recipient's approved indirect cost rate. Costs may not be charged as direct costs that are otherwise accounted for as indirect costs.
3. What are the requirements to allow for backfill, overtime, on-call, or other personnel costs?
 - a. If wages are allowed in your grant award contract, you must provide itemized payroll documentation (timesheet, warrant, roster or similar time & effort report) by individual employee name, dates of performance, and wages paid along with a narrative explanation to itemize the specific grant related services performed and the grant related costs by person and by grant approved activity. For example, if your approved grant allows for training wages and emergency response wages to be reimbursed, then you must provide a payroll warrants that include employee name, service dates and wages paid and you would add to that a description of costs incurred for each grant approved activity, being sure to



Department of Fire Services Commonwealth of Massachusetts

itemize these costs by employee and to include dates and wages. Your DFS grant manager can provide you additional guidance on the format for your specific grant award.

Travel Related Questions

1. Is my organization eligible for reimbursement of employee travel expenses?
 - a. Yes, but only if your grant agreement specifically includes employee travel costs in the approved grant agreement contract language and budget then your organization is eligible for reimbursement of travel expenses for employees when they are travelling to perform official duties related to the grant's purpose. If your grant agreement contract language does not specifically include travel, you may not submit travel expenses for reimbursement.

2. Who is considered an employee for purposes of travel expenses?
 - a. An individual directly employed by the organization, an individual employed intermittently by the organization, an individual paid as a consultant in either a lump sum or hourly rate, or an individual serving without pay or in a voluntary capacity.

3. What grant related travel expenses are eligible for reimbursement?
 - a. The costs must be specifically included and pre-authorized in your grant agreement contract in order to be deemed eligible. The expenses must be specifically and directly related to the approved purpose of the grant, as outlined in the grant agreement contract. Examples of typical types of expenses that would be included in your grant agreement contract include:
 - i. reasonable cost for transportation such as private auto, government/employer owned auto, airplane, train, taxi/rideshare, subway, car rental, bus, shuttle, etc.;
 - ii. miscellaneous costs such as baggage fees; incidental communication fees such as faxes and phone calls incurred while travelling;
 - iii. reasonable cost for lodging;
 - iv. reasonable cost for per diem or actual meal reimbursements, in accordance with the grantees written policies and procedures.

4. Are there maximum allowances for travel expenses?
 - a. The costs must be specifically included and pre-authorized in your grant agreement contract in order to be deemed eligible. DFS will reimburse a grantee for actual and reasonable employee travel expenses in accordance with the grantee's employee travel reimbursement policies and procedures. When no such policies and procedures exist, DFS will reimburse a grantee for actual and reasonable employee travel expenses not to exceed the current federal GSA rates.

5. One of our employees is planning to combine personal/leisure travel with the grant related travel. For example, extending the trip after the business conference concludes to allow for a family vacation. Is this allowed?



Department of Fire Services Commonwealth of Massachusetts

- a. DFS will only reimburse for reasonable costs associated with business related travel that is specific to meeting the goals of the grant and that are pre-authorized in the grant contract agreement. Reimbursement requests must not include any costs associated with any personal/leisure travel. For example, DFS will not pay extended or increased lodging costs, airline costs or any other personal/leisure related travel.



City of Marlborough

Office of the Mayor

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Arthur G. Vigeant
MAYOR

JAN -5 AM 11:45

Patricia M. Bernard
CHIEF OF STAFF

Candace McGrath
EXECUTIVE ADMINISTRATOR

January 5, 2022

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

Re: Grant acceptance for the Marlborough Downtown Village Cultural District

Honorable President Ossing and Councilors:

Enclosed for your acceptance is a grant award in the amount of \$15,000.00 from the Mass Cultural Council for the Marlborough Downtown Village Cultural District that will be administered by the Marlborough Economic Development Corp. (MEDC) to plan and support the annual Food Truck and Artisan Festival.

I'd like to thank the Mass Cultural Council for supporting this popular event and the MEDC staff for organizing and implementing this family fun event and incorporating our local businesses and civic organizations.

Please let me know if you have any questions.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: MEDC DATE: 1/5/2023

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Meredith Harris

NAME OF GRANT: Cultural District Grant

GRANTOR: Mass Cultural Council

GRANT AMOUNT: \$15,000.00

GRANT PERIOD: FY23

SCOPE OF GRANT/ Support artists, cultural organizations, schools and youth development

ITEMS FUNDED Annual Food Truck and Artisan Festival

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: 2/1/2023

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

December 27, 2022

Dear Lindsey Jaworek,

We are pleased to inform you that City of Marlborough Marlborough Downtown Village Cultural District has been approved for a Cultural District Grant grant of \$15,000 (FY23-DI-CDI-51845) from the Mass Cultural Council.

Thanks to vigorous advocacy from the cultural sector, the Legislature once again showed strong, bipartisan support for the Mass Cultural Council, and its programs and services in the FY23 state budget. This allows us to continue to support Massachusetts' dynamic artists and creative individuals, communities, cultural organizations, schools, and creative youth development across the Commonwealth.

Enclosed you will find a contract package that contains award instructions and reporting requirements. Please review these documents carefully and return the required paperwork to our Fiscal Department by March 03, 2023. This will help us process your grant as quickly as possible. For questions about the contract, please contact Tom Luongo at 617-858-2708 or thomas.luongo@mass.gov. For questions about the program please contact Carolyn Cole, Program Officer, Cultural Districts at 617-858-2727 or Carolyn.Cole@mass.gov.

Culture is ultimately about you. You play an integral role in creating and supporting a cultural life in Massachusetts that is vital, accessible, and thriving. Thank you for all that you do to elevate our rich cultural life in Massachusetts.



Nina Fialkow
Chair



Michael. J. Bobbitt
Executive Director



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

CONTRACTOR LEGAL NAME: City of Marlborough Marlborough Downtown Village Cultural District (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART	
Legal Address: (W-9, W-4): City Hall 140 Main Street Marlborough MA 01752-3812		Business Mailing Address: 10 Saint James Ave., 3 rd Fl., Boston, MA 02116	
Contract Manager: Lindsey Jaworek	Phone: 508-229-2010	Billing Address (if different):	
E-Mail: ljaworek@marlboroughedc.com	Fax:	Contract Manager: Tom Luongo	Phone: 617-858-2708
Contractor Vendor Code: VC6000192111		E-Mail: thomas.luongo@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____. Enter Amendment Amount: \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only, Attach details of amendment changes.) <input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions and Contractor Certifications and the following Commonwealth Terms and Conditions document are incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services <input type="checkbox"/> Commonwealth IT Terms and Conditions			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00 . <input type="checkbox"/> Rate Contract. (No Maximum Obligation) Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or <i>new</i> total if Contract is being amended). \$15,000			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) This is a grant of financial assistance to encourage the development and success of the Marlborough Downtown Village Cultural District in accordance with Massachusetts' Cultural Districts legislative statute.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date. <input type="checkbox"/> 2. may be incurred as _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date. <input checked="" type="checkbox"/> 3. were incurred as of July 01, 2022 , a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2023 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form, the Standard Contract Form Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response (excluding any language stricken by a Department as unacceptable, and additional negotiated terms) provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: <u>7/5/23</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur Vigant</u> Print Title: <u>Mayor</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>	

ATTACHMENT A - SCOPE OF SERVICES AND ADDITIONAL TERMS & CONDITIONS

CONTRACTOR NAME: City of Marlborough Marlborough Downtown Village Cultural District

ADDRESS: City Hall 140 Main Street Marlborough MA 01752-3812

BRIEF DESCRIPTION OF CONTRACT SERVICES (make any necessary changes if your project has changed significantly from the information below; initial and date):

This is a grant of financial assistance to encourage the development and success of the Marlborough Downtown Village Cultural District in accordance with Massachusetts' Cultural Districts legislative statute.

APPLICATION #: FY23-DI-CDI-51845

TOTAL MAXIMUM OBLIGATION OF CONTRACT: \$15,000

CONTRACT START DATE: July 01, 2022

CONTRACT TERMINATION DATE: June 30, 2023

Contract must be signed and returned to the offices of the Mass Cultural Council no later than **March 03, 2023**.

DATE ANNUAL OR FINAL REPORT IS DUE: July 14, 2023

PAYMENT: (a) Unless otherwise agreed upon by the Council and Contractor, the Contractor will be reimbursed for expenses approved by the Council included in the budget submitted to the Council.

(b) The Contractor will be reimbursed one hundred percent (100%) of the grant amount upon receipt of a signed Agreement. The Council shall make reasonable efforts to process payments promptly. The Council shall not be liable for any interest or penalty charges for late reimbursement.

ADDITIONAL RESTRICTIONS BEYOND THOSE STATED IN PROGRAM GUIDELINES (if blank there are none):

1. SCOPE OF CONTRACT. The Contractor agrees to perform the services set forth in the application for funding filed by the Contractor with the Council (the "Application") in accordance with the terms and conditions of the contract (the "Contract"). The Application is incorporated into the Contract by reference; the terms of the Application are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor. The Contractor represents that it is qualified to perform and has obtained all necessary licenses and permits required to perform the services under this Contract.

Additionally, the Contractor agrees to perform the services in accord with the requirements set forth by the Council in the FY23 Cultural District Grant guidelines (the "Guidelines"), as posted on www.massculturalcouncil.org. The Guidelines are incorporated into the Contract by reference; the terms of the Guidelines are binding on the Contractor unless amended by a subsequent written agreement signed by both the Council and the Contractor.

2. NON-DISCRIMINATION AND ACCESS FOR PEOPLE WITH DISABILITIES. The contractor agrees to abide by state and federal regulations which bar discrimination on the basis of race, gender, religious creed, color, national origin, ancestry, disability, age, gender identity, or sexual orientation, and which require accessibility for persons with disabilities. The MCC expects the contractor to be in compliance with:

- The Americans with Disabilities Act of 1990 (ADA)
- Section 504 of the Rehabilitation Act of 1973 (Section 504)
- Title VI of the Civil Rights Act of 1964
- Other applicable state and local laws

(a) If a complaint or claim alleging violation by the Contractor of any statute, order, rule, or regulation with which the Contractor is obligated to comply is presented to the Massachusetts Commission Against Discrimination ("MCAD"), the Contractor agrees to cooperate with MCAD in the investigation and disposition of such complaint or claim and to assume all legal fees incurred by the Contractor in connection with the defense of such claim.

(b) In the event of the Contractor's non-compliance with the provisions of this Section 2, the Council shall impose such sanctions as it deems appropriate, including but not limited to: (i) withholding of payments due the Contractor under the Contract until the Contractor complies; and (ii) termination or suspension of the Contract.

3. PENALTIES, HOLDS, REDUCTIONS, RESTRICTIONS, REVERSIONS AND CANCELLATIONS. The Council has the right to withhold, reduce, cancel, revert, discontinue funding, or apply restrictions to the use of grant funds if the Contractor:

- Fails to perform the services set forth in the Application and/or fails to perform the services in accord with the requirements set forth by the Council in the Guidelines.
- Does not comply with all grant requirements and/or reporting requirements as stated in the Guidelines.
- Intentionally misrepresents its finances, organization/programming, or other eligibility requirements in the Application and/or any reports submitted to the Council.

ATTACHMENT D
CREDIT and PUBLICITY AGREEMENT
 between the
MASS CULTURAL COUNCIL and GRANTEES

This credit and publicity agreement is hereby incorporated into the body of the grant contract between the Mass Cultural Council ("the Council") and the grant recipient ("the Contractor") named below as explicit terms and conditions of the contract. By the signatures below the Contractor agrees to abide by these terms and conditions.

THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR CONTRACT.

1. ADVOCACY & ACKNOWLEDGING LEGISLATIVE SUPPORT

90% of Mass Cultural Council's budget comes from an appropriation by the State Legislature. It is important to thank those elected officials responsible for funding Mass Cultural Council. We strongly encourage the Contractor to send personalized letters to the leadership of the State House and their state representative and senator, thanking them for Mass Cultural Council's appropriation and your grant award. For more information on how to find and contact your legislators, visit <https://massculturalcouncil.org/about/contracts/credit-and-publicity-kit/>.

While we strongly encourage all grantees to conduct this kind of advocacy for public funding for the cultural sector, **recipients of CIP Portfolio and CIP Gateway grants must meet specific advocacy requirements in order to remain eligible for funding.** Review the Portfolio Guidelines or Gateway Guidelines for details.

2. CREDIT

Mass Cultural Council Credit Logo: Credit must be given by the Contractor to the Council regarding all activities to which Council funds contribute by using the credit logo in:

- a) Printed promotional materials such as postcards, flyers, season/subscription brochures, and newsletters: Any promotional material, regardless of length, prepared by the Contractor, that credits an annual funding source, must also credit the Council.
- b) Digital materials such as web sites, blogs, videos, and social media: Do not include the logo on surveys.
- c) Programs/Playbills: Credit must be given on all programs printed by a grant recipient in a type size not smaller than 7 point font.
- d) Event signage: For any event presented with funding from the Council, signage must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of the contribution.
- e) Exhibition Signage: For any exhibition presented with funding from the Council, the wall text must include the Council listed with other major public, private, and corporate sponsors, in proportional order of the size of contribution.
- f) Educational Materials: Credit must be given to the Council in all educational materials distributed in association with any Council-funded activity, such as brochures, pamphlets, flyers, etc.

The logo must be produced as a unit without alteration.

Verbal Credit: When written credit is not applicable, such as there being no printed program, verbal credit shall be given prior to performances.

3. DONOR RECOGNITION

Any wall plaques or advertisements that acknowledge the Contractor's annual or ongoing support from corporations and/or foundations must also acknowledge the Council.

4. COLLABORATORS

Organizations that are collaborators with the primary grant recipient must comply with these requirements. The Contractor is responsible for informing said collaborators of this policy and ensuring they fulfill these obligations.

5. CO-SPONSORSHIP

Those programs that are "co-sponsored" will have additional, specific publicity requirements, dependent on the program at the time of negotiation. Under no circumstances may a Contractor state or imply that its programs and/or activities are "sponsored," "co-sponsored" or "presented" by the Council without expressed, written consent from the Council.

6. ADDITIONAL REQUIREMENTS

Mass Cultural Council reserves the right to negotiate additional requirements regarding credit and publicity on a case-by-case basis.

FOR MORE INFORMATION ABOUT THIS POLICY, CONTACT YOUR PROGRAM STAFF CONTACT OR MASS CULTURAL COUNCIL'S PUBLIC AFFAIRS DEPARTMENT.

City of Marlborough Downtown Village Cultural District
Print the Grant Recipient or Organization Name


Signature of Person Responsible for Grant Recipient's
Publicity and Publications

12/28/22
Date

Contract Package Checklist

Please include this completed checklist as the cover letter of your contract package to ensure the package is complete and that payment can be made as quickly as possible.

Check off each of following items to indicate they are in your completed package before mailing it to Mass Cultural Council:

- This Checklist:** Have you double checked all the items on the list?
- Standard Contract Form:** Is it signed and dated? Does it have the "wet" signature?
- Massachusetts W-9:** Is it signed and dated? Does it have the "wet" signature?
- Contractor Authorized Signatory Listing:** Is it signed and dated? Does it have the "wet" signature?
- Massachusetts Electronic Funds Transfer (EFT) Authorization Agreement:** Is it signed and dated? Does it have the "wet" signature?
- Voided Check or Bank Letter:** Did you include the required document along with the EFT Authorization Agreement?
- Attachment A:** Please return this printed attachment, so we have the full contract package on file.
- Attachment B:** Please return this printed attachment, so we have the full contract package on file.
- Attachment D:** Is it signed and dated?

YOUR INITIALS: _____



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

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

Candace McGrath
EXECUTIVE ADMINISTRATOR

January 5, 2023

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

Re: Approval of Memorandum of Understanding with the Executive Office of Health and Human Services (EOHHS), Department of Elementary & Secondary Education (DESE), and Department of Children and Families (DCF) for Transportation Reimbursement

Honorable President Ossing and Councilors,

Enclosed for your review and approval is a proposed order to authorize a Memorandum of Understanding between the City of Marlborough and the EOHHS, DESE and DCF providing the City available reimbursement for transportation costs through Every Student Succeeds Act under Title IV-E of the Social Security Act.

The City is eligible under this Act to receive roughly \$20,000.00 for FY22 foster transportation reimbursement from the state and will need a vote by the City Council to authorize the enclosed Memorandum of Understanding between the above-mentioned parties pursuant to MGL c. 44, § 70. Please note, this agreement is in perpetuity.

Marlborough Public Schools Finance Director Doug Dias will be available at a future meeting to discuss.

Thank you in advance for your cooperation.

Sincerely,


Arthur G. Vigeant
Mayor

Enclosures

ORDERED:

That pursuant to Section 70 of Chapter 44 of the General Laws, the Marlborough City Council hereby authorizes the Marlborough Public Schools and the Superintendent of Schools to enter into a Memorandum of Understanding with the Executive Office of Health and Human Services (EOHHS), Department of Elementary and Secondary Education (DESE) and the Department of Children and Families (DCF) for the purposes of Title IV-E reimbursements.

ADOPTED

In City Council
Order No. 23-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:



Marlborough Public Schools

Douglas Dias • Director of Finance & Operations
 District Education Center
 25 Union Street, Marlborough, MA 01752
 (508) 460-3509 ext.13810 • ddias@mps-edu.org

December 21, 2022

Mayor Arthur Vigeant
 City of Marlborough
 100 Main Street,
 Marlborough, MA 01752

Dear Mayor Vigeant,

Under Every Student Succeeds Act (ESSA), children in foster care are required to remain in their School of Origin if it is deemed to be in the best interest of the child. The School of Origin is then responsible for funding the cost of this transportation. For example, if a Marlborough student is placed in Worcester in a foster care arrangement, the Marlborough Public Schools is responsible for the student's transportation costs between Worcester and Marlborough.

The Executive Office of Health and Human Services (EOHHS), in partnership with the Department of Children and Families (DCF) and the Department of Elementary and Secondary Education (DESE), have developed a methodology that could reimburse a share of these transportation costs through Title IV-E (a section of the Social Security Act that provides federal reimbursement to states for services provided to children in foster care). It is estimated that Municipalities will be reimbursed roughly 20% of their cost of transporting foster care students.

In order to be eligible for this reimbursement, there needs to be a memorandum of understanding (MOU) between the City, EOHHS, DESE, and DCF around participation expectations for all parties, including accuracy of the information provided, maintenance of records, and audit implications. Pursuant to MGL c. 44, § 70, the City Council must vote to authorize the execution of the MOU for the purposes of Title IV-E reimbursement.

I have included a copy of the MOU herein for your reference.

Sincerely,
 Doug Dias

www.mps-edu.org

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

**Memorandum of Understanding – Every Student Succeeds Act
Transportation Claiming Under Title IV-E of the Social Security Act**

This Memorandum of Understanding (MOU) has been created and entered into on _____, 20__ by and between the following parties in relation to the administration of school of origin transportation costs under the Every Student Succeeds Act (ESSA) to maximize Federal Financial Participation from the Federal Government through Title IV-E of the Social Security Act (Title IV-E):

Executive Office of Health and Human Services (EOHHS);

Department of Elementary and Secondary Education (DESE);

Department of Children and Families (DCF); and

the City of Marlborough

The Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Elementary and Secondary Education, Department of Children and Families and the City of **Marlborough** by and through the **Marlborough Public Schools, 25 Union Street, Marlborough, MA 01702**, hereby agree to the following terms and conditions as they relate to reporting costs and receiving Title IV-E allowable federal reimbursement for said costs as they relate to transporting children eligible under Title IV-E foster care to and from their foster placement and their School of Origin, effective for dates of service on or after April 1, 2019.

RECITALS

WHEREAS, DCF is the single state agency designated to submit claims to the Administration of Children and Families (ACF) for the purposes of obtaining Title IV-E cost reimbursement; and

WHEREAS, the LEA desires to participate in the Title IV-E Claiming of Transportation Expenditures for Children in Foster Care (hereinafter, the “Program”) under the terms and conditions set forth in this Memorandum of Understanding (MOU);

WHEREAS, the scope of services and providers payable under the Program is defined by this MOU; and

NOW, THEREFORE, in consideration of the mutual obligations contained in this MOU, the parties agree as follows:

Section 1. DEFINITIONS

The following terms that appear capitalized throughout this MOU shall have the following meanings, unless the context clearly indicates otherwise.

Administration of Children and Families (ACF) – The agency responsible for the oversight and administration of services pertaining to children, youth, and families nationwide, as established under the authority of Section 6 of the Reorganization Plan No. 1 of 1953.

Certification of Qualified Expenditures or Certification of Qualifying Expenditures – For purposes of this agreement, an expenditure for Transportation that is certified, or attested to, by a contributing public agency or designated authority at a public agency that is eligible for reimbursement under Title IV-E of the Social Security Act.

Department of Children and Families (DCF) – The constituent agency within EOHHS providing services to children 0 through 22 years old who are at risk or have been victims of abuse or neglect, as well as their families, established under M.G.L. c. 18B, § 1.

Department of Elementary and Secondary Education (DESE) – The constituent agency within the Executive Office of Education responsible for the provision of a public education system of a sufficient quality to extend to all children, established under M.G.L. c. 69, § 1.

Every Student Succeeds Act (ESSA) – Federal Law passed in December 2015 governing United States K-12 public education policy (Public Law 114-95).

Executive Office of Health and Human Services (EOHHS) – The executive secretariat of the Commonwealth of Massachusetts established under M.G.L. c. 6A, § 2 that oversees DCF.

Individualized Education Program (IEP) – A written statement, developed and approved in accordance with federal special education law in a form established by the Department of Elementary and Secondary Education, that identifies a student's special education needs and describes the services a school district shall provide to meet those needs.

Local Education Agency (LEA) – See definition for Local Government Entity.

Local Government Entity – Pursuant to MGL c. 44, § 70 and for purposes of this MOU, a city or town, that by vote of its town meeting, town council or city council with the approval of the selectmen, town manager or mayor, authorizes the LEA to enter into this MOU and that is responsible, or assumes responsibility, either directly or indirectly through an agency or other political subdivision, for the non-federal share of the Program expenditures. Local Governmental Entity is also referred to as Local Educational Authority (LEA) in this MOU.

Metropolitan Council for Educational Opportunity (METCO) – a state-funded grant program run by DESE intended to expand educational opportunities, increase diversity, and reduce racial isolation by permitting students in Boston and Springfield to attend public schools in other communities that have agreed to participate, pursuant to M.G.L. c. 76, § 12A.

Reporting Tool – The mechanism, designed and agreed upon by EOHHS, DESE, and DCF, by which the LEA will report on costs associated with the Program and attest to the accuracy of said costs.

School of Origin – The school in which a child is enrolled at the time of placement in foster care. Pursuant to Elementary and Secondary Education Act, § 1111 (g)(1)(E)(i), DESE and the LEAs must ensure that a child in foster care enrolls or remains in his or her school of origin unless a determination is made that it is not in the child’s best interest.

State Fiscal Year – The 12-month period commencing July 1 and ending June 30 and designated by the calendar year in which the fiscal year ends (e.g., State Fiscal Year 2019 starts on July 1, 2018 and ends June 30, 2019).

Title IV-E – an amendment to the Social Security Act that allows states to claim federal reimbursement for the costs of administering foster, adoptive, and guardianship services based on specific eligibility criteria.

Title IV-E Allowable Transportation Claiming Activities – The process through which an LEA requests payment based on Title IV-E-allowable actual incurred costs related to Administrative Activities. Administrative Activities Claiming is further described in Section 2.3 of this MOU.

Title IV-E Claiming of Transportation Expenditures for Children in Foster Care Program – The program through which Local Government Entities participate in administrative activities claiming of Title IV-E allowable expenditures of transportation for children in foster care.

Title IV-E Eligibility – children in foster care that meet the federal eligibility requirements outlined in the Social Security Act for foster care maintenance payments claimed on their behalf.

Title IV-E Federal Financial Participation (Title IV-E FFP) – The amount of the federal share that may be available based on the Certification of Qualifying Expenditures of an LEA for administrative activities related to the provision of transportation services to IV-E eligible foster care children to their School of Origin provided pursuant to this MOU.

Section 2. TERMS AND CONDITIONS

1. Subject to (a) the City/Town/Regional School District, hereinafter, Local Education Agency’s (LEA) voluntary compliance, as determined by EOHHS, with all submission and other requirements established by EOHHS, DESE, and DCF, hereto referred to as “the Commonwealth”; (b) all other state approvals; (c) federal approval of all necessary payment and funding methods and payment limits; and (d) the availability of Title IV-E

FFP, the Commonwealth will pay the LEA an amount equal to the final Title IV-E FFP amount received by the Commonwealth for the allowable Certification of Qualifying Expenditures of the LEA for that state fiscal year, less any contingency fees and other administrative costs.

2. The LEA shall submit to the DESE no later than October 1 of each year, a cost report and Certification of Qualifying Expenditures on a form designated by the Commonwealth and completed in accordance with the Commonwealth's instructions and signed by an officer who is an authorized signatory of the unit of government providing the non-federal share of Title IV-E allowable transportation expenditures associated with transporting children to/from his/her School of Origin.
3. Said certification shall provide that the LEA's reported expenditures are allowable costs for children in foster care who are covered under ESSA and exclude the following costs:
 - a. Any Individualized Education Program (IEP) transportation costs incurred for a child who is enrolled in MassHealth where transportation services are required under the IEP;
 - b. Any costs for children and youth considered homeless as defined by the McKinney-Vento Homeless Assistance Act's, 42 USC 11434(a)(2);
 - c. Participate in METCO as set forth in M.G.L. c. 76, § 12A; or
 - d. Any other federally funded form of transportation services.
4. The LEA shall comply with all Title IV-E transportation administrative and billing requirements set forth in this MOU or incorporated by reference and applicable laws, regulations or subregulatory guidance regarding these requirements.
5. The LEA must repay to the Commonwealth any amounts resulting from any overpayment, erroneous reporting, administrative fine, or otherwise, in accordance with this MOU, DESE's rules and regulations, and all other applicable state and federal laws.
6. In the event that a review by the Commonwealth, ACF, or any other state and federal oversight entity reveals that the LEA's claim resulted in a duplicate payment under one or more state or federal programs or that LEA did not follow the requirements in accordance with the terms specified herein or applicable state or federal laws for any fiscal year the Commonwealth retains the right to recover payments from the LEA for that fiscal year(s).
7. At any point during the MOU, if the Commonwealth, in its sole judgment, identifies any deficiency in the LEA's performance under the MOU, the Commonwealth may require the LEA to develop a corrective action plan to correct such deficiency. The corrective action plan must, at a minimum:
 - a. identify each deficiency and its corresponding cause;
 - b. describe corrective measures to be taken to address each deficiency and its cause;
 - c. provide a time frame for completion of each corrective measure;

- d. describe the target outcome or goal of each corrective measure (i.e., how the action taken will be deemed successful);
- e. describe the documentation to be submitted to the Commonwealth as evidence of success with respect to each corrective measure; and
- f. identify the person responsible for each corrective measure, and any other information specified by the Commonwealth.

The LEA shall submit any such corrective action plan to the Commonwealth and shall implement such corrective action plan only as approved or modified by the Commonwealth. Under such corrective action plan, the Commonwealth may require the LEA to (1) alter the manner or method in which the LEA performs any MOU responsibilities, and (2) implement any other action that the Commonwealth may deem appropriate.

The LEA's failure to implement any corrective action plan may, in the sole discretion of the Commonwealth, be considered breach of the MOU, subject to any and all agreement remedies including, but not limited to, termination of the MOU.

8. Any costs incurred by the Commonwealth to administer the LEA's participation in the ESSA transportation claiming program, including contingency fees payable to the Commonwealth contractors, if necessary, will be offset against amounts of federal revenue payable to the LEA under an ongoing MOU or withheld in a special payment arrangement in the case of MOU termination.
9. The LEA shall immediately disclose to the Commonwealth any non-compliance by the LEA with any provision of this MOU, or any state or federal law or regulation governing this MOU.
10. In the event that the Commonwealth receives written notification of a deferral or disallowance of Title IV-E FFP claimed on behalf of the LEA's services through the Certification of Qualifying Expenditures, receives written notification of an audit finding requiring the return of any such Title IV-E FFP, or otherwise reasonably determines that any such Title IV-E FFP will be deferred or disallowed if claimed, the Commonwealth shall so notify the LEA. At any time after the Commonwealth's receipt of such notice or other information, it may require the LEA to remit to the Commonwealth the amount of payment(s) under review, pending final disposition of such review. The Commonwealth shall specify such amount in a written remittance notice to the LEA and, within 30 days of the date of such remittance notice, the LEA shall repay to the Commonwealth an amount equal to the amount specified. In the absence of such a remittance notice, the LEA may, on its own initiative remit such amount to the Commonwealth. In the event the LEA for any reason retains payment amounts subject to deferral, disallowance, or audit findings as described herein, the LEA shall be liable for such amounts plus any interest assessed by the federal government on the Commonwealth. The Commonwealth shall provide to the LEA written notification of the amount of any federal interest assessed on

payment amounts retained by the LEA. In the event that the final disposition of the deferral, disallowance, or audit described herein requires the Commonwealth to return an amount previously paid by the LEA to the Commonwealth under these provisions, no such payment due to the LEA shall constitute a late payment or otherwise obligate the Commonwealth to pay to the LEA any interest on such payment. Any remittance pursuant to the provisions of the paragraph shall be in accordance with all applicable state law.

11. The LEA must maintain records that are accurate and sufficiently detailed to substantiate the legal, financial, and statistical information reported on the Certification of Qualifying Expenditure form. These records must demonstrate the necessity, reasonableness, and relationship of the costs (e.g., personnel, supplies, and services) to the provision of services and must be furnished upon request to the Commonwealth or its designees, or to any other federal and state officials and agencies authorized by law to inspect such information or their designees, including the United States Secretary of Health and Human Services, the Comptroller General of the United States, the Administration for Children and Families, the Governor of Massachusetts, the Massachusetts Secretary of Administration and Finance, the Massachusetts State Auditor, the Massachusetts Department of Elementary and Secondary Education, and the Massachusetts Department of Children and Families. These records include, but are not limited to, all relevant transportation payments, service dates related to transportation payments, and child count. The LEA must maintain documentation supporting the transportation costs: (1) associated with transporting children eligible under Title IV-E in foster care, including their names and dates of services provided; and (2) that the costs are associated with transporting these children to/from their School of Origin; and (3) that the costs are not excluded pursuant to Section 2.3 of this MOU. The LEA is required to maintain cost report work papers for a minimum period of seven years beyond the last quarter that a child's transportation costs are included on a claim or until the completion of any audit, whichever is longer, following the end of each cost reporting period.
12. The LEA and any of their business associates/subcontractors shall comply with the terms, conditions, and obligations relating to data privacy, security, and management of personal and other confidential information applicable to the LEA under this MOU, as well as any other laws, regulations and other legal obligations regarding the privacy and security of such information to which the LEA is subject.
13. The Terms and Conditions set forth in this MOU may be terminated by any party upon written notice to the other at the address set forth below. Notice shall be sent to:

Executive Office of Health and Human Services
 Office of Federal Finance and Revenue
 600 Washington Street, 7th Floor
 Boston, MA 02111
 Attn: Michael Berolini, Director

Local Education Agency Name

Local Education Agency Address

Local Education Agency Address

Attn: _____
Local Education Agency Contact

14. The Terms and Conditions may be amended at any time in writing, signed by all parties.
15. The Terms and Conditions shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
16. No provision of the Terms and Conditions is or shall be construed as being for the benefit of, or enforceable by, any third party.
17. Rights and obligations, which by their nature should survive or which these Terms and Conditions expressly states will survive, will remain in full force and effect following termination or expiration of this MOU. Notwithstanding the generality of the foregoing, the rights and duties under paragraph 12 survive the termination or expiration of this MOU.

Signed by the respective duly authorized representatives of the parties hereto.

**COMMONWEALTH OF MASSACHUSETTS, EXECUTIVE
OFFICE OF HEALTH AND HUMAN SERVICES**

By: _____
EOHHS Authorized Signatory

Name: _____ (Print)

Date: _____

By: _____
DESE Authorized Signatory

Name: _____ (Print)

Date: _____

By: _____
DCF Authorized Signatory

Name: _____ (Print)

Date: _____

_____ (Name)

Local Education Agency Authorized Signatory

By: _____
Local Education Agency Authorized Signatory

Date: _____

Name: _____ (Print)

Position: _____

Phone Number: _____

Email Address: _____



City of Marlborough

Office of the Mayor

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

JAN -5 AM 11:43
CHIEF OF STAFF
Patricia M. Bernard

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

Candace McGrath
EXECUTIVE ADMINISTRATOR

January 5, 2023

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

Re: Appointment of Dillon LaForce to the Planning Board

Honorable President Ossing and Councilors:

I am pleased to submit for your approval the appointment of Dillon LaForce to the Planning Board replacing Philip Hodge for a term of five years expiring on February 1, 2027, subject to City Council confirmation.

Mr. LaForce is a local attorney who holds a law degree from Massachusetts School of Law and a B.S. in Criminal Justice. He's expressed his interest in being involved in our community, and his experience in mediation and working collaboratively will serve him well on this board. I've enclosed his resume for your review.

We are fortunate to have numerous residents who have communicated their interest in serving their community over the course of the last year.

I would like to thank Philip Hodge for over 30 years of service and longstanding commitment to our Planning Board and the City.

If you have any questions, please feel free to contact my office.

Sincerely,

Arthur G. Vigeant
Arthur G. Vigeant
Mayor

Enclosure

Dillon LaForce

239 Reservoir Street
Marlborough, MA 01752

Education

Massachusetts School of Law, Andover MA
Juris Doctor, December 2018

Worcester State University, Worcester MA
B.S., Criminal Justice, December 2014

Work History

O'Connell & O'Connell PC, Associate Attorney
Auburn, Ma. 01501 508-832-5872
September 2019 – June 2022

Natick Police Department, *Public Safety*
Dispatcher

Natick, MA, (508)-647-9500
November 2016- Present

- Prioritize incoming calls for immediate assistance and dispatch necessary police, fire, and EMS
- Communicate clearly and efficiently with emergency responders and civilians
- Converse with civilians exhibiting a range of emotional states

Warren Security, *Technician's Assistant*

Marlborough, MA, (508)-485-5141
June 2011-August 2019

- Communicate with customers and fulfill customer requests
- Prioritize numerous steps to ensure the efficient completion of installations
- Processed confidential information to ensure client safety

Certifications

Bar Admission: Massachusetts, June 2019

Uniform Bar Exam: Pass, February 2019

Massachusetts Law Component Examination:

Pass, May 2019

Multistate Professional Responsibility

Examination: Pass, November 2017

Practical Experience

Barach Law Group, *Clinical Experience*

Wellesley, MA, (888)-209-7080

June 2018 - August 2018

- Drafted subpoenas
- Organized client folders
- Compiled discovery requests
- Participated in mediations/arbitrations
- Attended numerous court proceedings
- Conducted communications with clients per request of supervising attorney

Skills

- Experience with West Law Software
- Experience with Lexis Nexis Software
- Time Management
- Communicate with all individuals effectively
- Reliable
- Ability to work collaboratively

Current Employment

Partner: Mitrakas & LaForce LLP
297 East Main Street
Marlboro, Ma 01752

References

Professional:

Jennifer Salerno- *Senior Associate, Barach Law Group*,
Wellesley, MA
(888)-209-7080, jsalerno@barachfamilylaw.com

Sergio Martines- *Owner, Warren Security*,
Marlborough, MA
(508)-304-4455, info@warren-security.com

Sergeant Chad Howard- *Patrol/Station Supervisor*
Evening Shift, Natick Police Department, Natick MA
(508)-647-9500

Personal:

David Monti-*Patrol Officer, Marlborough Police*
Department, Marlborough, MA
(978)-621-7362, Davemonti923@gmail.com

Steve LeDuc-*Assistant Clerk Magistrate*,
Commonwealth of Massachusetts
(508)-740-8991, sleduc229@gmail.com



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
23 JAN -5 AM 11:45

City of Marlborough
Office of the Mayor

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
CHIEF OF STAFF

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

Candace McGrath
EXECUTIVE ADMINISTRATOR

January 5, 2023

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

RE: Reappointment of Chief David Giorgi as the Keeper of the Lockup

Honorable President Ossing and Councilors:

I am pleased to reappoint 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
Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Mayor

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 JAN -5 AM 11:45

Arthur G. Vigeant
 MAYOR

Patricia M. Bernard
 CHIEF OF STAFF

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

Candace McGrath
 EXECUTIVE ADMINISTRATOR

January 5, 2023

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

Re: Appointment of Elizabeth Jalonski to the Board of Registrars

Honorable President Ossing and Councilors:

I am pleased to submit for your approval the appointment of Elizabeth Jalonski to the Board of Registrars for a two-year term to expire April 1, 2025, pursuant to M.G.L. 51 § 15 pending City Council approval.

Ms. Jalonski, a registered democrat, will be replacing Ms. Elizabeth Evangelous and will satisfy the requirement on the Board of Registrars. Ms. Jalonski is a former employee who worked in the Clerk's office for just under five years and has served as an election worker. Her experience and dedication will be an asset to the board.

I would like to take this opportunity to thank Elizabeth Evangelous who recently resigned for her longstanding commitment to this board and assisting the Clerk's office.

Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant
 Mayor

PLANNING BOARD



City of Marlborough
Planning Board

RECEIVED
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CITY OF MARLBOROUGH
2022 DEC 28 AM 7:36

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

Administrative Office
135 Neil St.
Marlborough, MA 01752

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

December 20, 2022,

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

RE: Council No. 22-1008721 – Proposed Zoning Amendment to Chapter 650, Mixed Use and Affordable Housing

Honorable Vice President Robey and Councilors:

At its regularly scheduled meeting on 12/19/2022, the Planning Board took the following action:

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

- That "Affordability" be defined within the zoning amendment
- That the possibility that the amendment may cause impediments to site development be considered
- That the Council consider that this may change when the MBTA information is provided

Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried. 7-0.

Sincerely,

Barbara L. Fenby (KL)

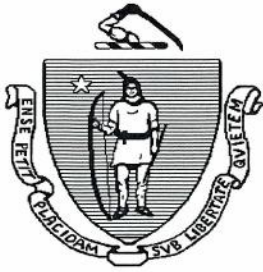
Barbara L. Fenby
Chairperson

Enclosure

cc: Building Commissioner
City Clerk

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CITY OF MARLBOROUGH

2022 DEC 22 AM 8:38



The Commonwealth of Massachusetts

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING AND REQUEST FOR COMMENTS

D.P.U. 22-BSF-D4

December 21, 2022

Petition of Massachusetts Electric Company and Nantucket Electric Company each d/b/a National Grid for Approval of An Alternative Basic Service Procurement and Pricing Plan

On December 20, 2022, Massachusetts Electric Company and Nantucket Electric Company each d/b/a National Grid Basic Service (“National Grid” or “Company”) filed a petition with the Department of Public Utilities (“Department”) for approval of an alternative basic service procurement plan for the Company’s General Service – Demand G-2 customers and General Services – Time-of-Use G-3 customers (“Industrial customer group”) for the period February 1, 2023, through April 30, 2023. The Department docketed this matter as D.P.U. 22-BSF-D4.

Pursuant to Pricing and Procurement of Default Service, D.T.E. 99-60-B (2000) and Default Service Procurement, D.T.E. 02-40-C (2003), the Department requires electric distribution companies to procure 100 percent of their large commercial and industrial (“C&I”) basic service load requirements on a quarterly basis. Consistent with these requirements, on December 14, 2022, the Company concluded a request for proposal (“RFP”) process to solicit 100 percent of its basic service load requirements for its Industrial customer group for the three-month basic service period February 1, 2023 through April 30, 2023. The RFP process failed to secure basic service supply for the Industrial customer group.

Accordingly, the Company has proposed an alternative basic service procurement and pricing plan to serve the Industrial customer group. The Company proposes to self-supply the Industrial group by assuming the responsibility for managing the load asset for these customers in the ISO New England spot market. The Company proposes to set the monthly basic service rate for the affected customers by estimating cost elements of self-supply. Under the Company’s proposal, any under- or over-recovery of costs would be collected through the Company’s basic service adjustment provision, set forth in M.D.P.U. No. 1457.

The Department will accept written comments on the Company’s petition. Written comments must be filed with the Department no later than close of business (5:00 p.m.) on **January 6, 2023**. To the extent a person or entity wishes to submit comments in accordance with this Notice, electronic submission, as detailed below, is sufficient.

All comments must be submitted to the Department in **.pdf format** by e-mail attachment to dpu.efiling@mass.gov and patrick.m.houghton@mass.gov. All comments also must be sent to counsel for National Grid, Meabh Purcell, Esq., by email attachment to

Meabh.purcell@nationalgrid.com. The text of the e-mail must specify: (1) the docket number of the proceeding (D.P.U. 22-BSF-D4); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic file name should identify the document but should not exceed 50 characters in length. Importantly, all large files submitted must be broken down into electronic files that do not exceed 20 MB.

Ordinarily, all parties would follow Sections B.1 and B.4 of the Department's Standard Ground Rules (D.P.U. 15-184-A, App. 1 (March 4, 2020)) regarding the filing of documents. However, at this time, all filings will be submitted to the Department only in electronic format, consistent with the Department's June 15, 2021 Memorandum addressing continued modified filing requirements. Until further notice, parties must retain the original paper version of the filing and the Department will later determine when the paper version must be filed with the Department Secretary.

At this time, a paper copy of the filing will not be available for public viewing at the Company's offices or the Department. The filing and other documents submitted in electronic format will be posted as soon as practicable at on the Department's website through our online File Room at: <https://eeaonline.eea.state.ma.us/DPU/Flerom/dockets/bynumber> (enter "22-BSF-D4"). To request materials in accessible formats for people with disabilities (Braille, large print, electronic files, audio format), contact the Department's ADA coordinator at DPUADACoordinator@mass.gov.

Any person desiring further information regarding the Company's filing should contact counsel for National Grid, Meabh Purcell, Esq. at Meabh.purcell@nationalgrid.com. Any person desiring further information regarding this notice may contact Patrick Houghton, Hearing Officer, Department of Public Utilities, at patrick.m.houghton@mass.gov.

Conservation Commission
 Meeting minutes
 Dec. 1, 2022
 7:00 PM

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 2022 DEC 21 AM 8:31

140 Main St. – Marlborough City Hall – 3rd Floor (Memorial Hall)

Present: Edward Clancy-Chairman, Allan White, David Williams, William Dunbar, Dennis Demers, John Skarin and Karin Paquin. Also present was Priscilla Ryder-Conservation officer

Absent: None

The hearing was recorded using Microsoft Teams.

Approval of Minutes: The minutes of Nov. 17, 2022, were reviewed and on a motion by Mr. White second by Mr. Clancy, the Commission voted unanimously to approved -7-0

Public hearings:

Request for Determination of Applicability

0 Red Spring Rd. – 10 sewer connections for House numbers 19, 25,27,29,33,29,45,49,51,& 53

Mr. Parente was present representing the Red Spring Rd. Homeowners Association. He explained that the sewer line is being installed and is completed about halfway as of today. The next step is to have the Commission review the connections from the sewer line to the houses and the abandonment of the cess pools and existing systems. He explained that there are 27 total connections to be reviewed, but they have split them up. Tonight, he is only asking for approval of 10 for the house lots listed above. The remaining 17 will be submitted for review at a later date. The Commission reviewed each plan individually as to proximity to wetland, how the pipes would be connected to the house and street etc. The common theme for all the systems are as follows: There will be a gravity line from the house to the pump chamber. The pump chamber will be a 230-gallon storage facility which will contain the E-One pump & grinding system which will in almost all cases pump up to the roadway sewer line. Where system connections are within 10' of the building a plumber will be engaged as those are the rules. The existing cesspool and septic tanks will be pumped clean and then crushed and filled with sand and gravel to abandon these facilities per Board of Health (BOH) requirements. Mr. Demers confirmed with the applicant that the E-One systems would have stainless steel check valves. He also noted their needs to be a cleanout where the pipe exits the house for maintenance reasons, regardless of whether there is the turn in the pipe or not. In addition, the Commission noted that the pump system and piping should be placed in sand and not stone as shown in the details. Mr. Parente agreed to amend the plan to note the above. Mr. White asked about the sequencing of tying into the roadway sewer. Mr. Parente assured the Commission that they would put all the systems in place and would only connect when the system is up and running, coordination with the homeowners on the final connection will be required to ensure proper connections and use. Mr. Parente confirmed that the City is inspecting the installation of the sewer line as they do for other private projects and are out daily (or more often). He also noted that there is a curb stop at each of these tie ins to the street. As the systems are the same for each house with only the location of the pipe connection and pitch of the pipe being slightly different and some needing additional electrical service this was accepted. All the connections, except for #19, are outside the 30' no disturb wetland zone. #29 has the longest piping run up to the street at about 180' most are shorter with the shortest connection for #53.

A question was raised about #49 which will need renovation in the future. Can they use the existing foundation which is in the 30' buffer zone? The Commission suggested they talk to building department first and once, they have an answer the Commission can weigh in. Any new additions or new building would have to be outside 30' buffer zone.

After some additional discussion about procedure, where wells were located how connections were to be made and what BOH requirements were, and no further questions from the Commission or the audience, the hearing was closed. The Commission noted that the changes to the plans as noted should be provided and the following conditions be reflected in the decision: **Ensure:** curb stops, clean out at house exit, bedding of pipe to be sand, erosion controls installed as shown as-built plan to be submitted when done, ongoing maintenance will be responsibility of Homeowner along with standard conditions. On a motion by Mr. White, second by Mr. Clancy to issue a negative Determination of Applicability with the conditions noted above. The Commission voted unanimously to approve 7-0 and asked Ms. Ryder to hold the permit until the revised plans as noted have been submitted.

**Notice of Intent – 212-1254 (continued from Nov. 17, 2022)
 846 & 850 Boston Post Rd. East – Exela Movers**

At the applicants request this hearing was continued to the February 2, 2023 meeting.

Discussion/ Correspondence

- **541 Pleasant St. violation** - Attorney White was present representing the homeowner. He noted that he had engaged a landscape company “Solution Driven Landscaping” who had drafted the restoration plan which the Commission had copies of. The Commission noted that the plan was just the first step of the entire restoration plan to resolve the wetland violation that occurred 2 years ago. Attorney White noted that he’d like to get the project started, so if this plan represents the first step, he’d like to get started and then return with step two. The Commission noted that they would like to see the full scope of the work before approving different steps. Two companies have come before the Commission lately who are specialist in invasive plant removal – Green Abundance by Design and Ruby Environmental Inc. as well as SuAsCo Cisma may be a resource. Attorney White indicated he would look into them to find a company familiar with this work. The landscaper he had spoken with hadn’t done much in the way of invasive plant removal. After some additional discussion, the Commission asked Attorney White to report back in February on his progress in obtaining a contractor and on or before the end of March 2023 to produce a plan for the proposed work so the Commission can review and hopefully approve in anticipation of work starting in the spring March/April of 2023.
- **Meeting dates for January** - Due to scheduling conflicts, the Commission determined that there will only be one meeting in January on the 12th. The remainder of the year will be the first and third Thursdays of the month.
- **Lot L Hayes Memorial Dr. – 2022 Fall Wetland restoration report** - The Commission reviewed the report and Ms. Ryder noted she has not seen the area since the spring. She will investigate and report back at the next meeting. This item was tabled to the next meeting.

Conservation Commission
Minutes –December 1, 2022

Page 2 of 2

- **36 Fitchburg St. drainage issue** - Ms. Ryder shared a sketch provided by the builder to address the standing water in the back yard. The plan shows a drainage pipe with three-yard drains to help convey water out of this yard. The Commission noted that the approved plan shows a drainage swale with a positive pitch to

drain water off the yard. They were not convinced that the drain as shown would solve the problem as drains clog and pipes freeze if they are only just below the surface. They asked Ms. Ryder to convey that the original plan of installing a functional swale needs to be met, the pipe design is not approved. They also noted that additional stones around the wetland area near the driveway side of the lot need to be added, Ms. Ryder will convey this information to the builder.

- **Green District Trail – DEP 212-1215** Ms. Ryder noted that she had received an e-mail and photo of the trail section near the pool on phase 1. The applicant has installed irrigation along the location where the trail was to be installed, and they are requesting to shift the trail closer to the wetland as shown on the marked-up photograph. The Commission indicated that the edge of the erosion controls was already as close to the wetland as was approved, so if the irrigation line was placed in the wrong place, then that needs to be moved, NOT the relocation of the trail. Ms. Ryder will convey same. She also noted that the invasive plant removal project has begun this week and she will be inspecting it next week.

Next Conservation Commission meetings: December 15, 2022, and January 12, 2023

Adjournment - There being no further business, on a motion by Mr. White second by Mr. Clancy to adjourn. The Commission voted unanimously to approve 7-0. The meeting was adjourned at 8:30 PM.

Respectfully submitted,


Priscilla Ryder
Conservation Officer/Sustainability Officer

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2022 DEC 21 AM 9:21

1A

Call to Order

November 21, 2022

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Barbara Fenby, George LaVenture, Chris Russ, and William Fowler. Meeting support provided by City Engineer, Thomas DiPersio. Members Absent: Mathew Elder, Sean Fay, and Phil Hodge.

1. Draft Meeting Minutes

A. November 7, 2022

On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to accept and file the November 7, 2022, meeting minutes. Yea: LaVenture, Russ, and Fenby. Nay: 0. Abstained: Fowler. Motion carried. 3-0.

2. Chair's Business

A. Millham Estates – Request to amend 1995 special permit

i. Correspondence from Assistant City Solicitor, Jeremy McManus

Mr. LaVenture read the November 17, 2022, correspondence from Mr. McManus into the record.

ii. Correspondence from Joseph P. Anderson, Esq. (Crowley & Cummings, LLC)

iii. Recorded special permit

On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to accept and file all the correspondence under agenda item 2A and to declare that the maximum price restriction contained within Condition 5 of the Millham Estates Subdivision open space development special permit, granted by the Planning Board On February 27, 1995 and recorded at the Middlesex South Registry of Deeds in Book 25295, Page 595, if applicable at all, is unenforceable relative to sales subsequent to the original purchaser. Additionally, any amendment to the special permit will require the submission of an application for an amendment using the Planning Board's form for a special permit application. Yea: Fowler, LaVenture, Russ and Fenby. Nay: 0. Motion carried. 4-0.

B. Unaccepted Streets – *No Updates*

Dr. Fenby proposed December 19, 2022, for the Planning Board Holiday gathering.

3. Approval Not Required

A. 57 Main Street, Marlborough, MA 01752, Map 70, Parcel 291

Owner of Land:	Marlborough TOTG, LLC (206 Ayer Rd. Suite 5, Harvard, MA 01451)
Name of Applicant:	JW Capital Partners, LLC (34 Washington St. Suite 230, Wellesley, MA 02481)
Name of Surveyor:	Bruce Saluk & Associates, Inc. (576 Boston Post Rd E, Marlborough, MA 01752)
Deed Reference:	Book:74006 Page: 273
	Book: 74006 Page: 276

i. Form A

ii. Plan of Land Dated: November 9, 2022

Bruce Saluk spoke on behalf of the ANR and explained it is made up of three parcels, which are on two separate deeds. He explained the boundaries would not change and that he wants to combine the parcels into one and put the parcel on one deed. Mr. DiPersio explained to the Board, this plan could be recorded without an ANR endorsement, but that it is not incorrect to have the ANR endorsement on the plan.

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

On a motion by Mr. Russ, seconded by Mr. LaVenture, the Board voted to refer the November 9, 2022, Plan of Land to the Engineering Division for review. Yea: Fowler, LaVenture, Russ and Fenby. Nay: 0. Motion carried. 4-0.

4. Public Hearings (None)

5. Subdivision Progress Reports

A. 342 Sudbury Street

i. Correspondence from Kevin O'Malley

Mr. LaVenture read the November 10, 2022, correspondence from Mr. O'Malley into the record.

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

Yea: Fowler, LaVenture, Russ and Fenby. Nay: 0. Motion carried. 4-0.

6. Preliminary/Open Space/Limited Development Subdivision

A. Goodale Estates

i. Correspondence from Kevin Gillis, Northborough Capital Partners, LLC

ii. Correspondence from City Engineer, Thomas DiPersio, Engineering Division

Mr. LaVenture read the November 17, 2022, correspondence from Mr. DiPersio into the record.

On a motion by Mr. Russ, second by Mr. Fowler, the Board voted to accept and file all the correspondence under agenda item 6A and to notify the developer to make a formal request to the City Council to accept the roadway as a public way as indicated in Thomas DiPersio's correspondence. Yea: Fowler, LaVenture, Russ and Fenby. Nay: 0. Motion carried. 4-0.

7. Definitive Subdivision (None)

8. Signs (None)

9. Correspondence (None)

10. Unfinished Business

A. Working Group

i. Approval Not Required (ANR) Flowchart

ii. Preliminary Plan Flowchart

Mr. LaVenture discussed the ANR and Preliminary Plan flowcharts and explained the language provided (see attached) would be used to generate flowcharts for the Acceptance Procedure, one for "Start of Maintenance Period" and one for "After Maintenance Period".

The Board agreed they would vote on all four flowcharts once completed.

11. Calendar Updates (None)

12. Public Notices of other Cities & Towns

A. 2 Notices - City of Framingham

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

On a motion by Mr. Russ, seconded by Mr. LaVenture, the Board voted to accept and file the correspondence under agenda item 12A and to adjourn the meeting. Yea: Fowler, LaVenture, Russ and Fenby. Nay: 0. Motion carried. 4-0.

Respectfully submitted,



George LaVenture/Clerk

/kmm

TRAFFIC COMMISSION

1

RECEIVED
September 28, 2022
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2022 DEC 19 PM 4:25



**CITY OF MARLBOROUGH
OFFICE OF TRAFFIC COMMISSION
140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752**

Traffic Commission Minutes

The Regular Meeting of the Traffic Commission was held on Wednesday, September 28, 2022, at 10:00 am. (The meeting was also recorded and is available to view online at the City of Marlborough's website www.marlbrough-ma.gov). Members present: Chairman - Police Chief David Giorgi, Fire Chief Kevin Breen, Commissioner of Public Works Sean Divoll and City Clerk Steve Kerrigan. Also present: City Engineer Tom DiPersio, Assistant Civil Engineer Ashley Miller, Sgt. Ron Ney and Officer Andy Larose from the MPD Traffic Services Unit, City Councilor David Doucette, City Councilor Katie Robey, City Councilor Christian Dumais and Rob Veneziano and Helen Downey, residents of Church Street.

Minutes taken by Karen Lambert, MPD - Public Safety Administrative Assistant.

Chief Giorgi started recording the meeting at 10:00 a.m. and began by welcoming everyone and making introductions.

1- Minutes

The minutes of the Traffic Commission meeting of Wednesday, August 31, 2022:

VOTE TO APPROVE. All in Favor - Accept and Place on File.

2 - New Business

None

3-Old Business

3a) Issues with the turn movement at intersection of Boston Post Road West & Ames Street

Update: No update at this time. Still pending.

3b) Stop sign concerns on Bigelow Street.

Update: Based on the discussion and detailed review completed by Ashley Miller, it was determined that the stop signs on Bigelow Street do not meet the required warrants for stop signs. Chief Giorgi advised that he did notify the City Council. Chief Giorgi will create the amended regulation to remove the stop signs and send to the City Clerk for advertisement. Tom DiPersio and Ashley Miller looked into other towns that have removed stop signs to see how they notified residents of the area. They found examples of Advance Notice signs used for a timeframe. For example, "Thru traffic no longer stops" etc. They will use their best judgement and move forward to alert residents.

3c) Speed management concerns on Kings Grant Road.

Update: The Chief had received an email from local resident Joshua Buckland on this issue. It was referred to the Police Department for updated speed information. This agenda item was "tabled" at the last meeting due to time constraints and not discussed. Chief Giorgi advised that he did send an email to Mr. Buckland on 9/14/22 with a copy of the recent Speed Summaries as they had been completed. Officer Larose pulled up a copy of the speed study for reference. He pointed out that on the EB side, toward Applewood, a resident had seen a motorcycle several times trying to get a high speed to register on the sign. Sgt. Ney advised that one motorcycle had been identified and that they had spoken to the person involved.

The speed study summary indicated an average daily volume of 400 vehicles over a 13-day period on the WB side (7/1/22 thru 7/13/22). Kings Grant has a 30-mph unposted speed limit and the 85th percentile was traveling at 29.17 mph. The speed sign was placed on the EB side for over a month and showed that the average # of vehicles was doubled at 950 vehicles per day and that the 85th percentile was slightly higher at 31.05.

Chief Giorgi asked if the area could be posted with the "30-mph Thickly Settled" signs. Commissioner Divoll advised that yes, this type of sign can be used here.

MOTION was made, seconded, duly VOTED to REFER to DPW to determine to determine the best location for the signs.

3d) Traffic concerns in the State/Chandler Street neighborhood.

Update: Councilor Navin sent an email following up on the last meeting and looking for the most recent speed data for State Street. This agenda item was tabled at the last meeting due to time constraints. Chief Giorgi sent the Speed Summary Reports to Councilor Navin on 9/19/22. Officer Larose pulled up the reports for reference. The signs were out from 7/12/22 to 7/24/22 on the WB side and from 7/12/22 to 7/22 on the EB side. The study showed that the majority of vehicles were traveling at a reasonable speed. The Chief noted that what is more of an issue is the volume of traffic on the WB side. There are 4 x as many vehicles traveling from Stevens St. toward Bolton St. then in the other direction.

The Traffic Commission had voted in the past to restrict the turn movement onto Chandler Street between the hours of 4:00 pm and 7:00 pm. Restricting the turn during these hours will help with the volume. Officer Larose advised that when he had the speed signs out, he blacked out the numbers, so it looked like it was not recording. This helps to get a more accurate picture as vehicles tend to slow down when they see the recorded speed.

Steve Kerrigan asked if there were specific times on the WB side when traffic is heaviest. Ashley Miller said she would think it would coincide with Whitcomb School traffic. The summary does show 627 vehicles at 8:00 am. People go down Stevens and take a left onto State Street and then to Bolton Street to avoid the school. It does make sense. Officer Larose said that when he stops cars in this area, they say that their GPS sent them that way.

MOTION was made, seconded, duly VOTED to REFER to the POLICE DEPARTMENT for ENFORCEMENT.

3e) Speed concerns on Church Street.

Update: Chief Giorgi advised that he sent an email to the City Council on 9/19/22 with an update. Officer Larose brought up a copy of the email for reference. The Speed Summary Reports were part of the email. Officer Larose noted that the flashing speed had been turned off on the signs. The Chief reviewed the email. Since the last meeting, the patrol and traffic officers have increased speed enforcement in the area, at various locations between East Main St. and the far end near Edinboro Street. Between 9/1/22 and 9/17/22 officers have conducted targeted enforcement on 20 different occasions at various times of the day. The goal was to gauge volume and speed at various times to try and identify the busiest times of day and when vehicles were traveling above the posted 25 mph speed limit.

A review of the logs show that the highest speed cited by an officer was 38mph, while the average was closer to 30mph. The dispatch notes and officer comments show that most officers reported that "traffic was light" or "average speed was 30mph" or "most vehicles were in compliance". Citations were written, some with fines and some with warnings, for those traveling over the posted speed limit. There were also verbal warnings given.

The first Speed Summary Report was for Church St. at Greenwood Street SB, from 8/24/22 to 9/4/22. It shows that the 85th percentile was traveling at 27.15 mph, so the majority of cars are traveling just above the posted speed limit. The average volume per day was 787. The "Compliance and Risk Report" shows a total volume of 9,451 vehicles over 12 days, with 51 going 10-14 mph over the speed limit and 10 going 15+ mph over the speed limit.

The second report shows the NB side of Church Street near Warren Ave. The 85th percentile was traveling at 27.8 mph, which is slightly over the 25-mph posted speed limit. The high speed was 45mph. The average daily volume on this side was 1,319 which is almost double from the opposite side. Over the 11-day period, 14,518 passed by the sign. Out of this, 83 vehicles were traveling at 10-14 mph over the speed limit and 11 were traveling 15 + mph over the limit. So, 94 out of 14,518 vehicles were traveling 10-15mph over the limit.

The data does not show that the majority of vehicles are speeding. The volume, however, has certainly increased from what it was in the past. The issue is how to identify the "outliers" that are traveling over the speed limit. This falls upon the Police Department to continue with enforcement. Chief Giorgi said that there is definitely a lot of traffic but sometimes speed is a perception issue. The data collected shows that the majority are not speeding. The Police Department needs to try to find the "outliers" and step-up enforcement.

The initial request was to add more 25mph speed limit signs, and this may help. He would also like to purchase more electronic speed signs. These signs do work and are effective. Officer Larose has coordinated the solar powered signs for the Police Department. The Chief is seeking to purchase more and has included information regarding the solar powered radar speed signs in his email. The cost is \$5,318 per sign. These signs can be left out for an extended period, and he is hoping to use this type of sign in the Church Street.

Councilor Doucette said that he appreciates the Police Department's response, however, he still thinks they need to consider speed bumps. He noted that he saw 4 on Grove Street in Framingham at various locations. He feels that between Essex Street and Shawmut Avenue, at the top of the curve, would be a good location for a speed bump and that it would definitely be helpful. It would make it easier for people trying to pull out of Essex Street. He also suggested the area at the bottom of the hill. Hitting speed bumps might also make people decide not to come that way.

Chief Giorgi said that he would be interested to see how Framingham chose Grove Street for speed bumps. The speed bump issue has been battled back and forth for a long time here in Marlborough. The difficult thing is to put in a speed bump when it is not supported by evidence. Councilor Doucette reiterated that the outliers are the problem and that it's a neighborhood street with a lot of families. Chief Giorgi said that the problem of "outliers" can also be found on any other street in the city.

Helen Downey was also in attendance and mentioned volume from the side streets. Tom DiPersio explained that stop signs are not meant to control speed. Stop signs allow side streets to enter traffic. It was asked if the traffic on Essex Street was counted. No, it was not, just on Church Street. Chief Giorgi said that is where the no parking regulation was implemented and that this would be a good location for the flashing speed signs. Ms. Downey said she feels bad for the family next door to her who will have nowhere else to park. When parking restrictions are added, this is what happens, others are displaced. Ms. Downey also said that another resident of the area asked to sign the petition. She was advised that this was fine, and she said she would get more signatures.

Mr. Veneziano said that they all had the feeling that this is what the results of the speed study would show. Residents had made their own please slow down signs. It is a huge relief that Church Street is being considered for the new digital signs. All agreed that the area on Church Street between Essex Street and Harvard Street is where the biggest issue is and that digital signs would be very helpful.

Chief Giorgi advised that whenever the Police Department has additional funding, he looks into purchasing more of these signs. Mr. Veneziano asked how much longer they

can have the frequency of officers. He was advised that Sgt. Ney is in charge of the Traffic Officers. All agree that it is certainly a high-volume area and high traffic times and problems have been identified. They will make the best use of resources. At least the electronic speed signs are effective for now.

Officer Larose was able to find a speed study for Essex Street from January of 2022. It was not even close to 300 cars per hour, which is one of the warrants for a stop sign. Chief Giorgi invited all to reach out to Officer Larose with specific issues. He will also put out a directive to all shifts to hit this area with speed enforcement.

3f) Request for "Slow Down" sign at Hosmer Street (Kiddie Time Educational Child Care).

Update: It was reviewed that there is a sight distance issue with exiting from the business. At the last meeting, this issue was referred to Code Enforcement for the problem with the trees. There was also an issue with the crosswalk and advance warning signs. Tom DiPersio advised that this is on the list and should be taken care of soon. Chief Giorgi advised that he would reach out to Pam Wilderman, from Code Enforcement, on tree issue.

3g) Traffic Pattern Concern at Rte. 20, Boston Post Road E & entrance to Raytheon.

Update: The timeframe for complete reconstruction of this area is far out, it won't finish until sometime in 2024. It was asked if there was any kind of mitigation that could help now. Tom DiPersio advised that he is meeting with the DOT next week on this project and that he will discuss this issue with them and try to determine something that can be done in the meantime.

3h) Intersection concerns, West Main St. & Winthrop/Orchard Street

Update: This issue was referred to Engineering for review and recommendations at the last meeting. Tom DiPersio said that he can attest to the need to make this crosswalk more visible. The crosswalk sign is currently blocked by a tree, and it is very difficult to see the crosswalk in the road. The tree will be cut back, or the sign moved, and the crosswalk will be painted with the ladder style in the interim, however, Engineering does think it is a good spot for a flashing crossing beacon. Sgt. Ney said that the westbound side is the busiest. When stopped in traffic, the tail end of a car is on the crosswalk and there is no notice. The crosswalk is between cars. Signalization here is the goal.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 10:46 pm.

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 the Traffic Commission Meeting on Wednesday, September 28, 2022, including meeting agenda.
- Draft of Traffic Commission Minutes from Wednesday, August 31, 2022.

Additional Handouts

- Speed Summary Report for State Street
- Speed Summary Report for Kings Grant Road
- Copy of 9/19/22 email from Chief Giorgi to the City Council, re: Church Street Speeding, included Speed Summary Reports and info on Electronic Speed Radar Signs.