

CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Legislative and Legal Affairs Committee

Date: July 15, 2014

Time: 5:00 PM

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

Agenda Items to be addressed:

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2014 JUL -9 A 11:08

1. **Order No. 14-1005874:** Communication from the Mayor re: Intermunicipal Agreement with Town of Hudson to assist with the Board of Health.
2. **Order No. 14-1005881:** Communication from the Mayor re: Order of Taking by Eminent Domain; Order of Acceptance of Deeds; Order Transferring Care, Management and Control to the Conservation Commission; and Determination of Unique Acquisition in area known as Deer Foot Park.
3. **Order No. 14-1005882:** Communication from the Mayor re: Order of Taking by Eminent Domain of Certain Strips of Land for the Purposes of Reconstructing and Maintaining Simarano Drive.

THE LISTING OF TOPICS THAT THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING IS NOT INTENDED AS A GUARANTEE OF THE TOPICS THAT WILL HAVE BEEN DISCUSSED. NOT ALL TOPICS LISTED MAY IN FACT BE DISCUSSED, AND OTHER TOPICS NOT LISTED MAY ALSO BE BROUGHT UP FOR DISCUSSION TO THE EXTENT PERMITTED BY LAW.

The public should take due notice that the Marlborough City Council may have a quorum in attendance due to Standing Committees of the City Council consisting of both voting and non-voting members. However, members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the Standing Committee.

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.



IN CITY COUNCIL

Marlborough, Mass., _____ JULY 7, 2014
PAGE 1

ORDERED:

That the following Intermunicipal Agreement with Town of Hudson to assist with the Board of Health, be and is herewith refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE.**

INTERMUNICIPAL AGREEMENT Between the City of Marlborough and the Town of Hudson

Pursuant to M.G.L. c. 40, § 4A, this Intermunicipal Agreement, approved by the Marlborough City Council and the Selectmen of the Town of Hudson (collectively, the "Parties"), is hereby entered into and is effective from 1st day of July, 2014 by and between the City of Marlborough ("Marlborough") and the Town of Hudson ("Hudson") in accordance with the following terms:

1. Purpose and Duties:

- (A) This Agreement contractually enables the Director of Public and Community Health Services (the "Director") in the Town of Hudson to perform operational consulting in the office of the Board of Health of the City of Marlborough ("Board of Health"). The Director shall remain an employee of the Town of Hudson, and shall be subject to standard personnel practices thereof.
- (B) The duties and responsibilities of the Director shall be as follows:
- i. Provide direction, advice, and professional guidance to the Board of Health and their employees regarding the execution of their daily responsibilities;
 - ii. In conjunction with the Mayor's office, facilitating the delegation of duties in the Board of Health and offer recommendations to improve workflow;
 - iii. In limited and/or emergency circumstances, assisting in the performance of health inspection services;
 - iv. Maintaining separate and comprehensive records of all services performed for the City of Marlborough;
 - v. Acting in the best interests of the health and well-being of the inhabitants of the City of Marlborough.



IN CITY COUNCIL

Marlborough, Mass., _____ JULY 7, 2014
PAGE 2

ORDERED:

(C) In his consulting and advisory capacity, the Director shall NOT be responsible for the following:

- i. Approving expenditures, invoices or contracts pertaining to the Board of Health.
 - ii. Authorizing time off for any employee or approving weekly time sheets.
2. Term: The term of this Agreement shall be from July 8, 2014 until November 1, 2014. The Town of Hudson and the City of Marlborough reserve the right to terminate this agreement at any time upon written notice of at least (15) business days. The Parties may extend this Agreement in one month increments.
3. Location and Time of Services: The Director shall work from the offices of the Board of Health for a period of six hours per week according to his availability and in consultation with the Mayor of Marlborough and the Executive Assistant of the Town of Hudson.
4. Compensation: The City of Marlborough agrees to pay the Town of Hudson the sum of \$1,250.00 per month for the services outlined in Section 1(B) of this Agreement. Payment shall be made monthly upon receipt of an invoice from the Town of Hudson. The City shall directly provide to the Director a stipend of \$50.00 per month for use of his personal vehicle for any and all travel expenses incurred in the performance of his duties under this Agreement.
5. Insurance: The Parties acknowledge that each maintains a minimum of \$1,000,000 of public liability and property damage insurance through the Massachusetts Interlocal Insurance Association (MIIA), and that each party is covered by insurance for this joint venture as stated in the General Liability Coverage Form MGP 001.
6. Amendments: This Agreement may be amended, extended, or modified only by a written instrument signed by both Parties.
7. Notice: Until changed by notice in the manner specified above in paragraph 6, the addresses and telephone numbers of the parties to this Agreement shall be:



IN CITY COUNCIL

Marlborough, Mass., _____ JULY 7, 2014
PAGE 3

ORDERED:

FOR THE CITY OF MARLBOROUGH:

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

FOR TOWN OF HUDSON:

Thomas Moses, Executive Assistant
Town Of Hudson
78 Main Street
Hudson, MA 01749
Telephone: (978) 562-9963

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2014.

For City of Marlborough:

For Town of Hudson:

Arthur G. Vigeant, Mayor

Thomas Moses, Executive Assistant

Chair, Marlborough Board of Health

Chair, Hudson Board of Health

Diane Smith, City Auditor
Approved As To Available Funds
Purchase Req./P.O.#: _____

Beverly J. Sleeper, Chief Procurement Officer
M.G.L. c. 30B Not Applicable

Donald V. Rider, Jr., City Solicitor **OR**
Approved As To Form

Cynthia Panagore Griffin, Assistant City Solicitor
Approved As To Form

ADOPTED

ORDER NO. 14-1005874



City of Marlborough

Office of the Mayor

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

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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

8
Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

2014 JUL -2 P 4: 53

July 2, 2014

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Intermunicipal Agreement

Honorable President Pope and Councilors:

For the past month the Board of Health has been operating without the presence of Sanitarian/Health Director, who is on a leave of absence under the Family and Medical Leave Act (FMLA).

In that time, my office has assumed administrative oversight of the office and worked with Board personnel to ensure day to day operations run as best they can. As the workload of inspectional duties, plan reviews, and permit requests increase during the summer months, I believe the Board would benefit from having an experienced manager in the public health field assist them on a temporary basis as they carry out their responsibilities.

I approached the Town of Hudson in hopes that they may be able to assist us during this period of time and they were quick to respond and answer our call for support. Therefore, enclosed for your approval is an intermunicipal agreement with the Town of Hudson that will allow Dr. Sam Wong, Hudson's Director of Public and Community Health Services, to provide operational consulting and, if needed, emergency inspectional services, to our community in the short term.

Dr. Wong will be relied upon to work in the Board of Health Office six hours per week to help manage workflow and provide both my office as well as the Board of Health with professional guidance on public health matters.

I have consulted with the Chairman of the Board of Health on this matter and they are supportive of this initiative. They will look to vote and authorize Dr. Wong to perform health inspections in the City of Marlborough at their next meeting.

I wish to thank Thomas Moses, Executive Assistant in Hudson as well as Dr. Wong for lending us their full support in this time. The Marlborough and Hudson Boards of Health have a long history of successful collaboration and this endeavor will be no different.

The Town of Hudson will be paid out of the contract services line item in FY15, though I wish to acknowledge that I anticipate making a transfer request later this fall to address any potential shortfalls.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur G. Vigeant". The signature is fluid and cursive, with a long horizontal flourish extending to the right.

Arthur G. Vigeant
Mayor

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Thomas Moses, Executive Assistant
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IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2014.

For City of Marlborough:

For Town of Hudson:

 Arthur G. Vigeant, Mayor

 Thomas Moses, Executive Assistant

 Chair, Marlborough Board of Health

 Chair, Hudson Board of Health

 Diane Smith, City Auditor
 Approved As To Available Funds
 Purchase Req./P.O.#: _____

 Beverly J. Sleeper, Chief Procurement Officer
 M.G.L. c. 30B Not Applicable

 Donald V. Rider, Jr., City Solicitor OR
 Approved As To Form

 Cynthia Panagore Griffin, Assist. City Solicitor
 Approved As To Form