

DECEMBER 20, 2021  
TIME: 8:00 PM

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

CONVENED:  
ADJOURNED:

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2021 DEC 16 P 1:15

### CITY COUNCIL AGENDA

This meeting of the City Council will be held in City Council Chambers on Monday, December 20, 2021 at 8:00 PM. **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](http://www.marlborough-ma.gov)).

1. Minutes, City Council Meeting, December 6, 2021.
2. From Council President Ossing: Update from Mayor Vigeant regarding COVID-19.
3. CONTINUED PUBLIC HEARING on the Petition from Massachusetts Electric and Verizon New England, to install two new Poles P6-51 and P6-5 on Bartlett Street, Order No 21-1008454A.
  - a) Communication from City Engineer Thomas DiPersio, re: Recommended conditions for Petition from Massachusetts Electric & Verizon New England, Bartlett Street.
4. Communication from the Mayor, re: Acceptance of Federal Coronavirus Relief Fund (CARES Act) in the amount of \$3,511,279.00 from the Commonwealth of Massachusetts that were used to cover all costs associated with the Board of Health, PPE supplies, unemployment claims, HVAC and cleaning of city buildings from March 1, 2020 through October 29, 2021.
5. Communication from the Mayor, re: Acceptance of Coronavirus Local Fiscal Recovery Fund package in the amount of \$11,835,814.00 through the American Rescue Plan Act of 2021 (ARPA).
6. Communication from the Mayor, re: Grant Acceptance in the amount of \$2,000.00 from the Cummings Community Giving Program in the name of employees Michael Burnell and Paul Bracken of New Horizons awarded to the Police Department to be used for community outreach programs.
7. Communication from the Mayor, re: Request that the Council consider a Proposed Zoning Change regarding a portion of Jefferson Street.
8. Communication from Solicitor Jason Grossfield, re: Proposed Master Concept Plan and Development Agreement with BH GRP TCAM Owner for the Campus at Marlborough within the RWMUOD Sub-District 2, in proper legal form Order No. 21-1008404B.
9. Communication from Code Enforcement Officer Ethan Lippitt, re: Request for Approval of a Flat Wall Sign, Bay State Physical Therapy, 771 Boston Post Road East, within the Wayside District.
10. Communication from the Public Employee Retirement Administration Commission (PERAC) re: Required FY23 Appropriation in the amount of \$10,275,549.00.

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

11. Communication from Attorney Brian Falk, re: Request to carry over to 2022/2023 session, Site Plan Application, Aubuchon Realty Company, Inc., 661 Boston Post Road East, Order No. 21-1008418.
12. Communication from Attorney Brian Falk, re: Request to carry over to 2022/2023 session, Application for Special Permit by J&D Landscape Contractors, 101 Airport Boulevard, Order No. 21-1008441A.
13. Minutes of Boards, Commissions and Committees:
  - a) School Committee, November 23, 2021.
  - b) Conservation Commission, November 4, 2021.
  - c) Historical Commission, November 18, 2021.
  - d) Planning Board, October 18, 2021, November 8, 2021 & November 22, 2021.
14. CLAIMS:
  - a) Paul Dickie, 34 Eldorado Drive, pothole or other road defect.
  - b) David LeBlanc, 66 Neil Street, other property damage and/or personal injury.

#### REPORTS OF COMMITTEES:

#### UNFINISHED BUSINESS:



**Councilors-at-Large**

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

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 CITY OF MARLBOROUGH  
 2021 DEC -8 A 11:35

**Ward Councilors**

Ward 1 – Laura J. Wagner  
 Ward 2 – David Doucette  
 Ward 3 – J. Christian Dumais  
 Ward 4 – Robert J. Tunnera  
 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 6, 2021**

The regular meeting of the City Council was held on Monday, December 6, 2021 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Ossing, Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Perlman & Robey. Meeting adjourned at 9:18 PM.

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

ORDERED: That the Minutes of the City Council meeting, November 22, 2021, **FILE**; adopted.

Mayor Vigeant provided the City Council with an update on COVID-19 and city events.

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

That the PUBLIC HEARING on the Petition from Massachusetts Electric and Verizon New England, to install two new Poles P6-51 and P6-5 on Bartlett Street, Order No 21-1008454, **CONTINUED UNTIL DECEMBER 20, 2021 AT 8:00 PM**, adopted.

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

That the PUBLIC HEARING on the Application for Special Permit from Attorney Brian Falk, on behalf of J & D Landscape Contractors, to construct and operate both a contractor's yard and landscape contractor's yard at the Airport Industrial Park, 101 Airport Boulevard, Unit 12, Order No 21-1008441, all were heard who wish to be heard, hearing closed at 8:17 PM, adopted.

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

That JOINT TAX CLASSIFICATION PUBLIC HEARING with the Board of Assessors to determine the percentage of the local tax levy to be borne by each class of property for Fiscal Year 2022, all were heard who wish to be heard, hearing closed at 8:57 PM, adopted.

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

**Assessors Present: Silverstein, Steinberg & Valade.**

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

**ORDERED:** That the Transfer Request in the amount of \$51,700.00 (Fifty-One thousand, seven hundred dollars) which moves funds from Sale of Graves to Reduce the FY 2022 Tax Levy, **APPROVED** adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS --									
DEPT:		Mayor's Office				FISCAL YEAR:		2022	
FROM ACCOUNT:					TO ACCOUNT:				
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$51,700.00	\$51,700.00	27000	33020	Sale of Graves	\$51,700.00			To reduce FY22 Tax Levy	\$0.00
Reason:		Sale of Graves revenue from FY21 to reduce FY22 tax levy							
\$51,700.00	Total				\$51,700.00	Total			

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

**ORDERED:** That the Transfer Request in the amount of \$984,942.88 (Nine hundred eighty-four thousand, nine hundred forty-two dollars & eighty-eight cents) which moves funds from Overlay Reserve to Reduce the FY 2022 Tax Levy, **APPROVED** adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS -									
DEPT:		Mayor's Office				FISCAL YEAR:		2022	
FROM ACCOUNT:					TO ACCOUNT:				
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$984,942.88	\$984,942.88	10000	32200	Overlay Reserve	\$984,942.88			To reduce FY22 Tax Levy	\$0.00
Reason:		Excess overlay from FY18 to reduce FY22 tax levy							
\$984,942.88	Total				\$984,942.88	Total			

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

ORDERED: That the Marlborough City Council votes in accordance with MGL Chapter 40, §56, as amended, the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2022 tax rates and set the Residential Factor at 0.8288 with a corresponding CIP shift of 1.40 pending approval of the City's annual tax recap by the Massachusetts Department of Revenue, **APPROVED**; 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 Gift Acceptance to the Council on Aging/Senior Center in the amount of \$79.00 from Nora and Josephine Thomas to be used for programming during the holiday season; 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 \$9,500.00 from the Massachusetts Emergency Management Agency (MEMA) the annual EMPG grant awarded to the Fire Department to be used for the purchase of various equipment; adopted.

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

ORDERED: That the Amended Transfer Request in the amount of \$5,092,666.66 from Undesignated Fund to Land Acquisition to fund the proposed purchase of land at 100 Locke Drive for a new Fire Station, referred to the **FINANCE COMMITTEE**; adopted.

CITY OF MARLBOROUGH  
BUDGET TRANSFERS -

DEPT:		Mayor		FISCAL YEAR:		2022			
		FROM ACCOUNT:		TO ACCOUNT:					
Available							Available		
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
<u>\$12,002,160.00</u>	<u>\$4,270,166.66</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$5,092,666.66</u>	<u>19300006</u>	<u>58120</u>	<u>Land Acquisition</u>	<u>\$0.00</u>
	Reason:	<u>For acquisition of parcel at 100 Locke Drive</u>							
<u>\$12,002,160.00</u>	<u>\$822,500.00</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>					
	\$5,092,666.66	Total			\$5,092,666.66	Total			

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

ORDERED: That the Communication from the Mayor, re: The Campus Master Development Plan, **FILE**; adopted.

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

ORDERED: That the Communication from Councilor Ossing and Councilor Tunnera, re: Municipal Aggregation – December 2021 Update, **FILE**; adopted.

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

ORDERED: That the Communication from Police Chief David Giorgi, re: Police Details for Local Roots Cannabis Crafted, 910 Boston Post Road East, Order No. 20-1008062C, **FILE**; adopted.

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

ORDERED: That the Communication from Central MA Mosquito Control Project, re: Notice of 2022 Commission meeting dates, **FILE**; 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 9, 2021.

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

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

a) Ava Bayko, 54 Sears Road, Southborough, pothole or other road defect.

b) Enrique Magan, 24 High Street, other property damage and/or personal injury.

Reports of Committees:

**THERE WERE NO REPORTS OF COMMITTEE.**

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

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

ORDERED: That the Finance Committee review Conditions #6 and #7 in Order 19-1007762B (Green District Housing) to determine the fund where the payments shall be deposited. This information shall be forwarded to the Mayor/Auditor to establish the account and submit transfers from the FY22 Undesignated account into the account “designated by the City Council.”, referred to **FINANCE COMMITTEE**; adopted.

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

ORDERED: That the Reappointment of Priscilla Ryder as Conservation Officer for a three-year term from date of Council confirmation, **APPROVED**; adopted.

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

**Suspension of the Rules requested** –To allow a late communication from the City Solicitor, regarding the Master Concept Plan and Development Agreement for The Campus within the RWMUOD, Order no. 21-1008404 – **DOES NOT CARRY**.

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

To refer Order No. 21-1008404A, Master Concept Plan and Development Agreement for the Campus within the RWMUOD back to the Urban Affairs Committee for further review and discussion – **DOES NOT CARRY**.

Motion by Councilor Tunnera, 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 9:18 PM; adopted.



## IN CITY COUNCIL

Marlborough, Mass., DECEMBER 6, 2021

### ORDERED:

PUBLIC HEARING on the Petition from Massachusetts Electric and Verizon New England, to install two new Poles P6-51 and P6-5 on Bartlett Street, Order No 21-1008454, be and is herewith **CONTINUED UNTIL DECEMBER 20, 2021 AT 8:00 PM.**

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

The hearing was opened with no testimony from the public being heard.

ADOPTED

ORDER NO. 21-1008454A



**From:** [City Council](#)  
**To:** [Christian Dumais](#); [David Doucette](#); [Don Landers](#); [John Irish](#); [Karen Boule](#); [Kathleen Robey](#); [Laura Wagner](#); [Mark Oram](#); [Mike Ossing](#); [Robert Tunnera](#); [Samantha Perlman](#); [Sean Navin](#)  
**Cc:** [Thomas DiPersio](#); [Steven Kerrigan](#); [Wilson Chu](#)  
**Subject:** From City Engineer DiPersio: Order 1008454: Bartlett Street Petition  
**Date:** Monday, December 13, 2021 7:55:37 AM  
**Attachments:** [Standard Conditions for Pole Petitions.docx](#)

RECEIVED  
 DEPT. OF PUBLIC WORKS  
 CITY OF MARLBOROUGH  
 2021 DEC 15 P 5:00

**From:** Thomas DiPersio <tdipersio@marlborough-ma.gov>  
**Sent:** Monday, December 13, 2021 7:14 AM  
**To:** City Council <citycouncil@marlborough-ma.gov>  
**Subject:** Order 1008454

To the Public Services Committee:

Regarding Order 21-1008454: Petition of Massachusetts Electric and Verizon New England, to install two new jointly owned Poles #6-51 at #6-5 on Bartlett Street, I offer the following:

- The attached Standard Conditions shall apply.
- The new pole 6-5 shall be not be located in the sidewalk.
- The proposed location of the new pole shall be marked on the ground and approved prior to start of work.

Please contact me with any questions.

**Thomas DiPersio, Jr., PE, PLS**

City Engineer  
 Department of Public Works  
 135 Neil Street  
 Marlborough, MA 01752  
 Phone: (508) 624-6910 x33200  
[tdipersio@marlborough-ma.gov](mailto:tdipersio@marlborough-ma.gov)



**STANDARD CONDITIONS FOR UTILITY PETITIONS**

1. Any necessary easements are to be obtained from affected property owners.
2. A street opening permit must be applied for by the proposed contractor performing the work.
3. The contractor performing the work must obtain a street opening bond with the City of Marlborough.
4. The contractor shall provide the Engineering Division preconstruction photos of driveways, sidewalks, lawn areas, and roadway areas impacted by all construction activities.
5. A proper staging area is to be located/acquired before work commences – material and equipment is not to be parked/stockpiled within the city right of way and or private property unless permission is granted in writing by the property owner.
6. The contractor is to ensure residents are always able to enter and exit their driveways (have necessary steel plating on site and accessible).
7. Ensure construction safety controls are established (signage, drums, police details, etc...) and are in accordance with the latest MUTCD standards.
8. Trench backfilling, compacting, temporary, and final paving are to be done in accordance with the City of Marlborough standard trenching details.
9. Trenches are to be paved or completely backfilled and compacted at the end of each work day. Trenches are never to be left unattended.
10. Post construction loaming and seeding are to be done in accordance with the 1995 MHD Standard Specifications sections 751 & 765.
11. Proposed utility pole(s) shall not put any sidewalks or sidewalk ramps into non-compliance with current ADA standards.



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
 CITY CLERK'S OFFICE  
 CITY OF MARLBOROUGH  
 2021 DEC 16 A 11:43

*Arthur G. Vigeant*  
 MAYOR

*Patricia M. Bernard*  
 EXECUTIVE AIDE

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

*Ryan P. Egan*  
 EXECUTIVE SECRETARY

December 16, 2021

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

**RE: Federal Coronavirus Relief Fund Acceptance**

Honorable President Ossing and Councilors:

Enclosed for your acceptance is the Federal Coronavirus Aid, Relief and Economic Security Act (CARES Act) funding for \$3,511,279.00 that has been allocated to the City of Marlborough by the Commonwealth of Massachusetts.

The funds have been authorized for expenses between March 1, 2020 through October 29, 2021 and covered all costs associated with the Board of Health, PPE supplies, unemployment claims, HVAC, and cleaning of city buildings.

Thank you in advance for your cooperation.

Sincerely,

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

Enclosures

# CITY OF MARLBOROUGH NOTICE OF GRANT AWARD

DEPARTMENT: Auditor DATE: 7/15/2021

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Diane Smith

NAME OF GRANT: Federal Coronavirus Relief Fund

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$3,511,279.00

GRANT PERIOD: 3/1/20 - 10/29/21

SCOPE OF GRANT/  
ITEMS FUNDED Cares Act Funding to be used for public health emergency (COVID-19)  
Board of Health's expenses; surge staffing, supplies, contract services  
MFD's PPE purchases, Unemployment claims, HVAC and cleaning of city buildings

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: Prior to October 2021

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



MICHAEL  
HEFFERNAN  
SECRETARY

Commonwealth of Massachusetts

EXECUTIVE OFFICE FOR ADMINISTRATION AND FINANCE

STATE HOUSE, ROOM 373  
BOSTON, MASSACHUSETTS 02133  
TELEPHONE (617) 727-2040  
WWW.MASS.GOV/ANF

To: Chief Executives of Massachusetts Cities and Towns  
From: Michael J. Heffernan, Secretary of Administration and Finance  
Date: May 14, 2020  
Re: Federal Coronavirus Relief Fund

The federal Coronavirus Aid, Relief, and Economic Security Act (the "CARES Act") includes funds for Massachusetts governments to use to pay costs incurred in responding to the COVID-19 outbreak. This memo describes how your city or town can access funds for that purpose.

*Background*

The CARES Act authorized \$150 B through the Coronavirus Relief Fund for state and local governments, including \$2.7 B for Massachusetts. Aside from large local government units (Boston and Plymouth County), funds have been sent in the first instance to the state, with the expectation that the state will use funds for its own expenses and those of municipalities.

The Executive Office for Administration and Finance ("A&F") has established an expendable trust to hold the federal funds and is authorized to spend from that trust on the basis of the federal law.

*Eligible Uses*

Under federal law, eligible uses must meet three conditions. They must be:

1. "Necessary expenditures incurred due to the public health emergency with respect to ... COVID-19"
  - a. Funds may not be used to substitute for lost revenue
2. Not budgeted as of March 27, 2020 when the CARES Act was enacted
  - a. May not supplant state or municipal spending
3. Incurred on or after March 1, 2020, up to December 30, 2020

For further context on costs that A&F anticipates municipalities may incur, see the attached list of potential uses (Attachment A). If your municipality contemplates the use of funds outside these parameters, please contact the Division of Local Services (DLS) at [LocalGovCaresAct@dor.state.ma.us](mailto:LocalGovCaresAct@dor.state.ma.us) and we will follow up to discuss your needs further.

Note that these eligible uses are as currently described in federal law and relevant guidance from the US Treasury. If these uses are modified by future federal actions, A&F will revisit the process and procedures described in this guidance.

### *Intersection with Other Funding Sources*

Eligible uses of the federal Coronavirus Relief Fund may overlap with allowable uses of other federal grants and reimbursements. A&F will be working with the Command Center,<sup>\*</sup> state agencies, and municipalities to optimize the use of federal funds.

As a condition of accepting federal Coronavirus Relief Fund money, municipalities must maximize Federal Emergency Management Agency (“FEMA”) reimbursements. In other words, for costs that appear eligible under the federal Coronavirus Relief Fund as well as for FEMA reimbursement, municipalities must apply for FEMA reimbursement.<sup>†</sup> Federal dollars cannot under any circumstances be claimed twice for the same spending. DLS will issue further guidance on establishment of appropriate fund structures for both anticipated FEMA reimbursement and CARES Act funds.

To the extent that municipalities are unsure of their precise needs or need money for cash flow purposes, they are free to request funds from the federal Coronavirus Relief Fund, with the understanding that unspent amounts will need to be returned to the Commonwealth.

While this approach may be a little complicated due to possible multiple funding sources for similar expenses, providing municipalities with funding now eliminates or reduces FY20 deficits and helps with cash flow issues.

### *Available Funds*

A&F has determined that initially 25% of total federal Coronavirus Relief Fund dollars to the Commonwealth will be directly available for municipalities. After subtracting amounts for Boston and Plymouth County municipalities, funds have been allocated in proportion to population. The attached chart indicates total eligible amounts for each municipality to be distributed in this FY20 round and a subsequent FY21 round later in the calendar year.

At this time, cities and towns are asked to estimate their FY20 COVID-19 expenses. Municipalities who request less than the amount for which they are eligible do not forego the opportunity to ask for additional funds at a later date. Municipalities will be asked to estimate their COVID-19 expenses in FY21 still within the same ceiling. In other words, the ceiling is the preliminary total amount available for FY20 and FY21, but at this point all you are being asked to do is estimate your FY20 COVID-19 expenses.

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<sup>\*</sup> The Command Center, headed by Health and Human Services Secretary Marylou Sudders, is the coordinating entity for the administration’s response to the COVID-19 outbreak.

<sup>†</sup> For further information on the FEMA reimbursement process, please see MEMA’s resource page: <https://www.mass.gov/info-details/covid-19-federal-disaster-declaration>.



Note that to the extent actual expenditures are less than the amount requested, at this time A&F expects that municipalities will be required to return the balance of unspent funds to the Commonwealth.

This approach is intended to get money out to municipalities quickly, and to allow adjustments over the coming months. A&F and DLS will continue to monitor the situation and may make additional funds available at a later date. Please contact DLS at [LocalGovCaresAct@dor.state.ma.us](mailto:LocalGovCaresAct@dor.state.ma.us) if your FY20 expenditures are likely to exceed the eligible amounts in the first round. Municipalities located in Plymouth County should contact county officials for information about the Coronavirus Relief Fund.

### *Dispersal of Funds*

Municipalities, through their chief executive officer, should complete the web-based application form. The application asks for estimates of FY20 incurred or anticipated expenses for each category listed in Attachment A. Based on these estimated amounts, the application will calculate an Estimated Request amount based on an assumed FEMA reimbursement rate for each category. Municipalities may request an amount above or below the Estimated Request using the Other Request field.

Further, municipalities must return the certification (see Attachment B) through the web-based application form and agree to document costs and to return unspent funds, if any. The application deadline is Friday, June 5, 2020, but submissions will be reviewed and approved on a rolling basis.

DLS will provide guidance regarding local accounting requirements (e.g., treatment of funds, general ledger entries, etc.) via a Bulletin.

### *Audit Provisions and Documentation*

Federal Coronavirus Relief Fund expenditures are subject to audit by an Inspector General within the U.S. Department of the Treasury. Documenting that costs were eligible uses are essential to managing compliance risk and to minimizing the possibility that the costs are deemed ineligible, thereby requiring that the municipality and the state may need to return funds to the federal government.

A&F will establish a bimonthly reporting process to monitor incurred spending relative to estimates, and to ensure that documentation is adequate to minimize compliance risk.

For now, we ask that you document costs clearly with respect to the date and nature of the expense incurred so that together we can best manage resources in the interests of the residents of Massachusetts. In general, we will be asking that you document expenses with the same specificity as for FEMA reimbursements. A&F will follow up with further guidance as necessary.

Thank you for your cooperation as we work together to protect the interests of all our residents.

## Attachment A- Potential Municipal Uses

*Note that the state and municipalities should coordinate on appropriate funding source where more than one source is potentially available for the purpose. For purposes of calculating the Estimated Request, costs in categories denoted with an asterisk (\*) are assumed to be ineligible for FEMA reimbursement but FEMA has final approval for eligibility determination. Cost in all other categories are assumed to be reimbursed by FEMA at a rate of 75 percent.*

- Core municipal services, in a declared state of emergency
  - First responder costs, including:
    - Direct staffing costs – Overtime, additional hires, and/or backfilling staff who test positive
    - Quarantine/isolation costs for first responders who may be infected and should not put household members at risk – or who should be kept apart from potentially infected household members
      - Including hotel/motel space, sanitization of first responder vehicles, etc.
  - Temporary staff to backfill sick or quarantined municipal employees including:
    - City/town management
    - Phone/administrative support
    - Janitorial
    - Police, fire, EMT
    - Trash collection
    - Other
  - Staff for compliance and reporting associated with this funding
  - Accelerated telework capacity – infrastructure, subscriptions for meeting services, hardware (laptops)\*
  - Hiring and training, including training for employees and contractors hired for COVID-19 response
  - PPE, including first responders, grocery store employees, gas station attendants and others who interact with public
  - Sanitation and Refuse Collection\*
  - Food inspection\*
  - Cleaning/disinfection of public buildings
    - Municipal buildings, including fire stations
    - Public housing
    - Specialized cleaning equipment
    - Air filtration / HVAC
  - School distance learning, to the extent not funded from other sources, including
    - Planning and development, including IT costs\*
    - Incremental costs of special education services required under individual education plans (IEPs) in a remote, distance, or alternative location\*
    - Food for families that rely on food through the school system\*
  - Costs of debt financing related to COVID-19 investments – short-term borrowing and construction carrying costs\*

- Health insurance claims costs in excess of reasonably budgeted claims costs, and directly related to COVID-19 medical costs
- Expanded public health mission
  - Boards of health staffing needs – to the extent not addressed with public health funding
  - Use of public spaces/ building as field hospitals
  - Shelter for those who are homeless or otherwise have nowhere they can go without significant risk to themselves or other household members, and are at high risk of or recovering from COVID-19
  - Food banks / food pantries – need tied to COVID-19\*
  - Travel expenses – for distribution of resources
  - Transporting residents to COVID-19 medical and testing appointments
  - Signage and communication including translation services
  - Educational materials related to COVID-19
  - Testing for COVID-19
- Services and supports to residents in their homes
  - Grocery and/or meals delivery – modeled on COA activities
    - Expanded participation
    - Replacement of meals delivery volunteer staff (often retirees)
  - Wellness check-ins with vulnerable elders\*
  - Short-term rental or mortgage support\*
  - Prescription drug delivery\*

## Attachment B - CERTIFICATION

I, [Insert name of signatory], am the chief executive of [insert name of municipality], and I certify that:

1. I have the authority on behalf of [insert name of municipality] to request payment from the Commonwealth of Massachusetts. At this time, I am requesting payment in the amount of [\$X – reflecting current estimate of eligible FY20 costs] for fiscal year 2020 costs in connection with section 601 of the Social Security Act, as added by section 5001 of the Coronavirus Aid, Relief, and Economic Security Act, Pub. L. No. 116-136, div. A, Title V (Mar. 27, 2020) (“section 601”).
2. I understand that the Commonwealth will rely on this certification as a material representation in making a payment to [insert name of municipality].
3. As required by federal law, [Insert name of municipality]'s proposed uses of the funds provided as payment in response to this request will be used only to cover those costs that-
  - a. are necessary expenditures incurred due to the public health emergency with respect to the Coronavirus Disease 2019 (COVID-19);
  - b. were not accounted for in the budget most recently approved as of March 27, 2020, for [insert name of municipality]; and
  - c. were incurred during the period that begins on March 1, 2020, and ends on December 30, 2020.
4. I will report bimonthly on incurred expenses in a form prescribed by the Secretary of Administration and Finance, and will cooperate with the Executive Office for Administration and Finance in creating and retaining appropriate documentation to demonstrate that the proposed uses meet the requirements of section 601.
5. I will coordinate with the Executive Office for Administration and Finance in optimizing federal funds from section 601 and other potentially available federal sources. In particular, I will prioritize and coordinate application for FEMA reimbursement where available.
6. To the extent actual expenditures are less than the amount requested per item 1 above, I agree to return the balance of unspent funds to the Commonwealth. If the United States Department of the Treasury recoups funds from the Commonwealth based on a determination they were used by [insert name of municipality] in a manner not in compliance with section 601, I agree that the Commonwealth may recover funds from the city or town through an assessment or deduction from the city or town's periodic unrestricted local aid distribution.

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

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

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

## Attachment C – Total Eligible Amounts (Round 1 and 2)

	<u>Total Eligible Amounts</u>		<u>Total Eligible Amounts</u>
<b>Acton</b>	\$2,092,925	<b>Brewster</b>	\$864,573
<b>Acushnet</b>	\$932,814	<b>Brimfield</b>	\$332,569
<b>Adams</b>	\$712,131	<b>Brookfield</b>	\$304,884
<b>Agawam</b>	\$2,543,991	<b>Brookline</b>	\$5,229,227
<b>Alford</b>	\$43,290	<b>Buckland</b>	\$165,314
<b>Amesbury</b>	\$1,549,019	<b>Burlington</b>	\$2,534,116
<b>Amherst</b>	\$3,482,889	<b>Cambridge</b>	\$10,489,930
<b>Andover</b>	\$3,209,569	<b>Canton</b>	\$2,083,315
<b>Aquinnah</b>	\$28,831	<b>Carlisle</b>	\$462,616
<b>Arlington</b>	\$4,022,564	<b>Charlemont</b>	\$109,769
<b>Ashburnham</b>	\$559,512	<b>Charlton</b>	\$1,207,633
<b>Ashby</b>	\$285,134	<b>Chatham</b>	\$543,113
<b>Ashfield</b>	\$152,883	<b>Chelmsford</b>	\$3,113,466
<b>Ashland</b>	\$1,564,007	<b>Chelsea</b>	\$3,540,815
<b>Athol</b>	\$1,036,235	<b>Cheshire</b>	\$277,199
<b>Attleboro</b>	\$3,977,863	<b>Chester</b>	\$122,024
<b>Auburn</b>	\$1,479,631	<b>Chesterfield</b>	\$110,915
<b>Avon</b>	\$398,430	<b>Chicopee</b>	\$4,900,538
<b>Ayer</b>	\$719,801	<b>Chilmark</b>	\$80,850
<b>Barnstable</b>	\$3,919,936	<b>Clarksburg</b>	\$145,477
<b>Barre</b>	\$493,034	<b>Clinton</b>	\$1,236,288
<b>Becket</b>	\$152,530	<b>Cohasset</b>	\$753,040
<b>Bedford</b>	\$1,251,541	<b>Colrain</b>	\$147,857
<b>Belchertown</b>	\$1,334,330	<b>Concord</b>	\$1,693,790
<b>Bellingham</b>	\$1,514,898	<b>Conway</b>	\$166,813
<b>Belmont</b>	\$2,321,456	<b>Cummington</b>	\$77,411
<b>Berkley</b>	\$599,717	<b>Dalton</b>	\$579,174
<b>Berlin</b>	\$283,900	<b>Danvers</b>	\$2,444,626
<b>Bernardston</b>	\$186,387	<b>Dartmouth</b>	\$3,024,770
<b>Beverly</b>	\$3,730,552	<b>Dedham</b>	\$2,233,641
<b>Billerica</b>	\$3,860,335	<b>Deerfield</b>	\$444,542
<b>Blackstone</b>	\$822,252	<b>Dennis</b>	\$1,224,209
<b>Blandford</b>	\$111,091	<b>Dighton</b>	\$695,731
<b>Bolton</b>	\$473,990	<b>Douglas</b>	\$789,454
<b>Bourne</b>	\$1,752,069	<b>Dover</b>	\$537,911
<b>Boxborough</b>	\$563,215	<b>Dracut</b>	\$2,799,060
<b>Boxford</b>	\$737,699	<b>Dudley</b>	\$1,040,555
<b>Boylston</b>	\$413,330	<b>Dunstable</b>	\$300,123
<b>Braintree</b>	\$3,284,247	<b>East Brookfield</b>	\$195,291

	<u>Total Eligible Amounts</u>		<u>Total Eligible Amounts</u>
East Longmeadow	\$1,436,781	Heath	\$61,894
Eastham	\$429,465	Hinsdale	\$169,458
Easthampton	\$1,409,537	Holbrook	\$974,077
Easton	\$2,208,601	Holden	\$1,689,558
Edgartown	\$382,912	Holland	\$220,155
Egremont	\$106,507	Holliston	\$1,317,137
Erving	\$156,410	Holyoke	\$3,558,273
Essex	\$334,067	Hopedale	\$526,009
Everett	\$4,133,302	Hopkinton	\$1,610,736
Fairhaven	\$1,418,971	Hubbardston	\$422,059
Fall River	\$7,905,205	Hudson	\$1,759,828
Falmouth	\$2,734,874	Huntington	\$192,382
Fitchburg	\$3,604,472	Ipswich	\$1,242,459
Florida	\$63,833	Lancaster	\$721,653
Foxborough	\$1,558,012	Lanesborough	\$261,417
Framingham	\$6,447,088	Lawrence	\$7,086,568
Franklin	\$2,929,813	Lee	\$503,878
Freetown	\$828,336	Leicester	\$1,004,583
Gardner	\$1,826,747	Lenox	\$437,665
Georgetown	\$773,495	Leominster	\$3,687,438
Gill	\$131,282	Leverett	\$164,080
Gloucester	\$2,680,387	Lexington	\$2,979,363
Goshen	\$93,810	Leyden	\$63,833
Gosnold	\$6,613	Lincoln	\$599,276
Grafton	\$1,665,047	Littleton	\$902,926
Granby	\$559,600	Longmeadow	\$1,395,430
Granville	\$143,184	Lowell	\$9,845,688
Great Barrington	\$604,125	Ludlow	\$1,893,666
Greenfield	\$1,539,408	Lunenburg	\$1,027,771
Groton	\$1,003,878	Lynn	\$8,345,427
Groveland	\$603,949	Lynnfield	\$1,149,795
Hadley	\$471,345	Malden	\$5,381,404
Hamilton	\$713,982	Manchester By The	
Hampden	\$460,235	Sea	\$478,663
Hancock	\$61,806	Mansfield	\$2,121,580
Hardwick	\$269,441	Marblehead	\$1,819,253
Harvard	\$582,789	Marlborough	\$3,511,279
Harwich	\$1,069,739	Mashpee	\$1,250,218
Hatfield	\$289,543	Maynard	\$940,485
Haverhill	\$5,646,348	Medfield	\$1,137,716
Hawley	\$29,624	Medford	\$5,093,008



	<u>Total Eligible Amounts</u>		<u>Total Eligible Amounts</u>
Medway	\$1,183,828	Norwood	\$2,585,694
Melrose	\$2,485,712	Oak Bluffs	\$412,449
Mendon	\$545,141	Oakham	\$173,073
Merrimac	\$614,970	Orange	\$675,717
Methuen	\$4,469,927	Orleans	\$511,196
Middlefield	\$46,729	Otis	\$136,484
Middleton	\$886,086	Oxford	\$1,237,963
Milford	\$2,566,121	Palmer	\$1,085,256
Millbury	\$1,222,533	Paxton	\$437,576
Millis	\$729,147	Peabody	\$4,697,399
Millville	\$287,868	Pelham	\$116,558
Milton	\$2,434,840	Pepperell	\$1,072,208
Monroe	\$9,875	Peru	\$73,796
Monson	\$781,607	Petersham	\$110,474
Montague	\$733,203	Phillipston	\$154,382
Monterey	\$81,908	Pittsfield	\$3,750,037
Montgomery	\$76,706	Plainfield	\$58,543
Mount Washington	\$13,930	Plainville	\$813,788
Nahant	\$310,703	Princeton	\$306,647
Nantucket	\$998,676	Provincetown	\$260,976
Natick	\$3,194,228	Quincy	\$8,338,902
Needham	\$2,755,065	Randolph	\$3,032,793
New Ashford	\$19,838	Raynham	\$1,261,944
New Bedford	\$8,403,705	Reading	\$2,233,905
New Braintree	\$90,725	Rehoboth	\$1,081,377
New Marlborough	\$128,549	Revere	\$4,745,274
New Salem	\$89,931	Richmond	\$125,374
Newbury	\$629,870	Rockport	\$643,183
Newburyport	\$1,604,829	Rowe	\$34,738
Newton	\$7,838,462	Rowley	\$560,570
Norfolk	\$1,056,955	Royalston	\$112,502
North Adams	\$1,137,716	Russell	\$158,878
North Andover	\$2,759,297	Rutland	\$779,932
North		Salem	\$3,840,497
Attleborough	\$2,587,634	Salisbury	\$836,623
North Brookfield	\$423,910	Sandisfield	\$78,910
North Reading	\$1,385,115	Sandwich	\$1,783,280
Northampton	\$2,532,706	Saugus	\$2,502,641
Northborough	\$1,331,421	Savoy	\$60,219
Northbridge	\$1,475,222	Seekonk	\$1,384,409
Northfield	\$263,798	Sharon	\$1,670,161
Norton	\$1,758,770		

	<u>Total Eligible Amounts</u>		<u>Total Eligible Amounts</u>
Sheffield	\$277,905	Waltham	\$5,551,215
Shelburne	\$164,080	Ware	\$865,013
Sherborn	\$382,736	Warren	\$462,704
Shirley	\$674,395	Warwick	\$68,771
Shrewsbury	\$3,347,993	Washington	\$47,699
Shutesbury	\$156,410	Watertown	\$3,169,982
Somerset	\$1,602,977	Wayland	\$1,223,944
Somerville	\$7,191,135	Webster	\$1,501,232
South Hadley	\$1,569,914	Wellesley	\$2,616,201
Southampton	\$546,287	Wellfleet	\$240,610
Southborough	\$896,577	Wendell	\$78,117
Southbridge	\$1,492,768	Wenham	\$465,878
Southwick	\$863,426	West Boylston	\$724,298
Spencer	\$1,055,456	West Brookfield	\$333,715
Springfield	\$13,668,817	West Newbury	\$413,595
Sterling	\$722,094	West Springfield	\$2,534,557
Stockbridge	\$167,783	West Stockbridge	\$111,444
Stoneham	\$2,003,964	West Tisbury	\$255,775
Stoughton	\$2,552,455	Westborough	\$1,691,850
Stow	\$636,042	Westfield	\$3,674,830
Sturbridge	\$849,937	Westford	\$2,142,123
Sudbury	\$1,730,468	Westhampton	\$144,683
Sunderland	\$322,606	Westminster	\$695,114
Sutton	\$842,090	Weston	\$1,069,827
Swampscott	\$1,342,530	Westport	\$1,409,625
Swansea	\$1,472,842	Westwood	\$1,421,881
Taunton	\$5,051,657	Weymouth	\$5,088,952
Templeton	\$718,831	Whately	\$139,305
Tewksbury	\$2,767,408	Wilbraham	\$1,300,386
Tisbury	\$362,457	Williamsburg	\$219,449
Tolland	\$44,877	Williamstown	\$704,725
Topsfield	\$584,287	Wilmington	\$2,107,825
Townsend	\$841,737	Winchendon	\$961,998
Truro	\$176,247	Winchester	\$2,014,720
Tyngsborough	\$1,094,867	Windsor	\$77,147
Tyringham	\$27,861	Winthrop	\$1,647,678
Upton	\$706,400	Woburn	\$3,561,711
Uxbridge	\$1,242,724	Worcester	\$16,388,350
Wakefield	\$2,392,431	Worthington	\$104,655
Wales	\$167,342	Wrentham	\$1,054,839
Walpole	\$2,222,620	Yarmouth	\$2,055,630

## MEMORANDUM

---

**TO:** Municipal Chief Executives  
**FR:** Heath Fahle, A&F FFO  
**DT:** June 1, 2021  
**RE:** Deadline Extension for the Coronavirus Relief Fund – Municipal Program

---

The Commonwealth of Massachusetts created the Coronavirus Relief Fund – Municipal Program (CvRF-MP) to make up to \$502 million in federal resources available to municipalities to respond to the public health emergency caused by the Coronavirus Disease (COVID-19). This memorandum provides an updated deadline for the conclusion of CvRF-MP and other related details.

### **Conclusion of CvRF-MP**

On December 17, 2020, the Executive Office for Administration & Finance (A&F) announced the CvRF-MP Reconciliation Period for municipalities to access the remaining portion of the total amount available to them on a reimbursement basis. The deadline for this period was originally scheduled to end January 29, 2021. This deadline was later extended until the end of February 2021 and then to June 30, 2021.

This memorandum announces the final extension of the program deadline to **4pm on Friday, October 29, 2021**.

Municipalities with a remaining balance of their allocation can apply for reimbursements until that date. This deadline provides cities and towns with more time to access CvRF-MP funds and gives the Commonwealth the ability to reallocate unexpended balances instead of returning them to the federal government.

In general, A&F expects municipalities to receive the beneficial use of CvRF-MP resources (i.e., goods delivered, services rendered) by October 29, 2021.

A&F may, in certain limited circumstances, pre-approve use of CvRF resources if the beneficial use will take place between October 30, 2021 and December 31, 2021. However, this pre-approval will need to occur by October 29, 2021 so the Commonwealth can account for unexpended balances and re-allocate those funds to essential public needs instead of reverting to the federal government.

### **Eligible Uses & Compliance**

Managing compliance risks remains a key focus for A&F. Municipalities should remain cognizant of these concerns over the coming months. For example, CvRF eligible expenses must

be necessary due to the COVID-19 public health emergency. This standard may be more difficult to satisfy as COVID restrictions ease.

The concurrent availability of multiple federal funding sources for similar expenses creates significant administrative challenges. Municipal officials are advised to take all reasonable steps to simultaneously manage CvRF-MP, the American Rescue Plan Act Coronavirus Local Fiscal Recovery Fund (CLFRF), the FEMA Public Assistance grant program, and other federal grants.

### **Next Steps**

Municipalities are reminded of the two distinct workstreams associated with CvRF-MP, including:

- Reconciliation Period Applications – Municipalities apply for reimbursement for CvRF-eligible expenses as described in the program guidance. As noted above, this application process will conclude on October 29, 2021.
- Quarterly spending reports – The US Department of the Treasury requires quarterly spending reports for CvRF. Municipalities should continue to submit quarterly spending reports until September 2, 2022. Please review the program guidance for more information.



*City of Marlborough*  
*Office of the Mayor*

RECEIVED

CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

*Arthur G. Vigeant*  
MAYOR

2021 DEC 16 A 11:43

*Patricia M. Bernard*  
EXECUTIVE AIDE

140 Main Street  
Marlborough, Massachusetts 01752  
508.460.3770 Fax 508.460.3698 TDD 508.460.3610  
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*Ryan P. Egan*  
EXECUTIVE SECRETARY

December 16, 2021

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

**RE: Coronavirus Local Fiscal Recovery Fund (CLFRF)**

Honorable President Ossing and Councilors:

Enclosed for your acceptance is the Coronavirus Local Fiscal Recovery Fund package for \$11,835,814.00 that has been allocated to the City of Marlborough through the American Rescue Plan Act of 2021 (ARPA), Pub. L. No. 117-2.

These funds can only be used for four broad purposes; 1) addressing the public health emergency and/or negative economic impacts; 2) investment in water, sewer or broadband infrastructure; 3) revenue loss due to the pandemic; and 4) premium pay for essential workers.

It is our intent is to use the large majority of these funds for investment in water and sewer projects.

Thank you in advance for your cooperation.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures

# CITY OF MARLBOROUGH NOTICE OF GRANT AWARD

DEPARTMENT: Auditor DATE: 7/15/2021

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Diane Smith

NAME OF GRANT: American Rescue Plan Act of 2021 (ARPA)

GRANTOR: U.S. Dept of Treasury

GRANT AMOUNT: \$11,835,814.00

GRANT PERIOD: 3/3/21 - 12/31/24

SCOPE OF GRANT/  
ITEMS FUNDED Coronavirus Local Fiscal Recovery Fund (CLFRF) to local government to respond  
to the public health emergency caused by COVID-19

IS A POSITION BEING  
CREATED: No

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

ARE MATCHING CITY  
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO CITY?  
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: No

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



## MEMORANDUM

---

**TO:** Municipal and County Chief Executives  
**FR:** Executive Office for Administration & Finance Federal Funds Office (FFO)  
**DT:** June 3, 2021  
**RE:** Coronavirus Local Fiscal Recovery Fund (CLFRF) Eligible Uses

---

On March 11, 2021, the President of the United States signed into law the American Rescue Plan Act of 2021 (ARPA), Pub. L. No. 117-2. This law provides resources through the new Coronavirus Local Fiscal Recovery Fund (CLFRF) to local governments to respond to the public health emergency caused by the Coronavirus Disease (COVID-19). This fund is administered by the US Department of the Treasury (hereafter, “US Treasury” or “Treasury”).

On May 10, 2021, the US Treasury issued the Interim Final Rule (IFR) (i.e., eligibility guidelines) document for CLFRF. The “key takeaways” regarding eligibility uses of CLFRF are outlined in this memo. This memo should be used as a brief outline of the relevant Treasury guidance. For specific eligibility questions, municipalities should refer to Treasury’s published materials.

Of note, **unlike with the CARES Act Coronavirus Relief Fund – Municipal Program (CvRF-MP), A&F’s Federal Funds Office (FFO) and the Division of Local Services (DLS) will not make individual eligibility determinations regarding the use of CLFRF for specific expenses.** The responsibility for such determinations falls on the municipality or county, as they are the “prime recipient” of the funding. Municipalities and counties should refer to the IFR when making such determinations. This varies from CvRF-MP, as the Commonwealth was the prime recipient of the relevant CvRF-MP funding, which was then “sub-granted” to eligible municipalities (the “subrecipients”).

### Eligible Uses

Treasury has identified five core areas for deploying funds:

1. **Public health spending.** This includes COVID-19 mitigation efforts, medical expenses, behavioral health, and certain public health and safety staff.
2. **Economic impacts of the public health emergency.** These include efforts to mitigate economic harm to workers, households, small businesses, affected industries, and the public sector.
3. **Lost public sector revenue.** Payments may be used to fund government services to the extent of revenue reductions from the pandemic (further information on this eligible use can be found [here](#)).
4. **Premium pay for essential workers.** Funds may be used for additional support for those who have faced the greatest health risks because of their service in critical infrastructure sectors (further information on this eligible use can be found in [the IFR](#), pages 40-46).

5. **Water, sewer, and broadband infrastructure.** Recipients may invest to improve access to clean drinking water, support wastewater and stormwater infrastructure, and expand access to broadband internet.
  - a. Wide range of eligible water and sewer infrastructure projects – specifically, all that would otherwise be eligible to receive financial assistance through the Environmental Protection Agency’s (EPA) Clean Water State Revolving Fund (CWSRF) or Drinking Water State Revolving Fund (DWSRF).
  - b. Broadband projects must provide service to unserved and underserved households and businesses. Eligible projects are expected to be designed to deliver, upon project completion, service that reliably meets or exceeds symmetrical upload and download speeds of 100 Mbps

**Potential eligible uses** within these five core areas include the following expenses:

- Direct COVID-related costs (testing, contact tracing, etc.)
- Public health and safety staff
- Hiring state and local government staff up to the number of employees to pre-pandemic levels
- Assistance to unemployed workers, including job training
- Contributions to UI systems
- Small business assistance
- Nonprofit assistance
- Assistance to households
- Aid to impacted industries
- Expenses to improve efficacy of public health or economic relief programs
- Survivor’s benefits

**CLFRF funding *cannot* be used to:**

- Replenish a “rainy day” fund or other reserve fund
- Make a deposit to a pension fund

### **Addressing Disparities in Public Health Outcomes**

Additional uses are eligible for populations within a “Qualified Census Tract” (QCT) - a low-income area as designated by the Department of Housing and Urban Development. **The recipients of such services are presumed eligible without an individual determination of COVID-19 impact** due to Treasury’s presumption of adverse impacts from COVID-19 to all populations located within a QCT. Services targeted towards these populations and funded through CLFRF can include all eligible uses listed above, as well as those that:

- Address health disparities and the social determinants of health
- Invest in housing and neighborhoods
- Address educational disparities
- Promote healthy childhood environments

Recipients (municipalities and counties) have the ability to generate their own definition of “disproportionately impacted populations or communities”, so long as the recipient can “support their determination that the pandemic resulted in disproportionate public health or economic outcomes to the specific populations, households, or geographic areas to be served.”

## **Transfers**

**Counties and municipalities are able to transfer CLFRF funding other governmental, private, and non-profit organizations.** The IFR stipulates that the transferee becomes the subrecipient and the transferor (in this scenario, the county or municipality), as the prime recipient, is responsible for ensuring that transferred funds used in compliance with guidelines laid out in the IFR and maintains responsibility for all relevant spending reporting requirements.

**Counties and municipalities are able to transfer their award to the Commonwealth without such subrecipient restrictions applying,** however. In this scenario, the Commonwealth becomes the prime recipient of the funding and Treasury adjusts award amounts for the “original” recipient accordingly. For such a transfer to be initiated, the county or municipality must submit a formal request to Treasury.

Coronavirus Local Fiscal Recovery Fund Allocations by Municipality  
County Reallocation amounts are under further review

ARPA Coronavirus Local Fiscal Recovery Fund Allocations by Municipality																
Municipality	Population	County	CD1	CD2	US Treasury Classification	QCTs	Municipal Allocation	Municipal Per Capita Amount	County Reallocation	County Per Capita	Total Amount	Total Per Capita Amount	County Amount	County Amt per Capita	Implied Total Amount with County	Implied Total Amount Per Capita
Abington	16,668	Plymouth	8th		Nonentitlement Unit	0	1,744,615	105	0	0	1,744,615	105	3,237,564	194	4,982,179	299
Acton	23,662	Middlesex	3rd		Nonentitlement Unit	0	2,476,667	105	4,596,066	194	7,072,733	299	0	0	7,072,733	299
Acushnet	10,625	Bristol	9th		Nonentitlement Unit	0	1,112,103	105	0	0	1,112,103	105	2,063,782	194	3,175,885	299
Adams	8,010	Berkshire	1st		Nonentitlement Unit	0	838,395	105	1,555,849	194	2,394,244	299	0	0	2,394,244	299
Agawam	28,613	Hampden	1st		Nonentitlement Unit	0	2,994,881	105	5,557,740	194	8,552,621	299	0	0	8,552,621	299
Alford	488	Berkshire	1st		Nonentitlement Unit	0	51,078	105	94,788	194	145,867	299	0	0	145,867	299
Amesbury	17,532	Essex	6th		Nonentitlement Unit	0	1,835,049	105	3,405,385	194	5,240,435	299	0	0	5,240,435	299
Amherst	39,924	Hampshire	2nd		Nonentitlement Unit	2	4,178,787	105	7,754,769	194	11,933,556	299	0	0	11,933,556	299
Andover	36,356	Essex	3rd	6th	Nonentitlement Unit	0	3,805,330	105	7,061,727	194	10,867,057	299	0	0	10,867,057	299
Aquinnah	320	Dukes	9th		Nonentitlement Unit	0	33,494	105	0	0	33,494	105	62,156	194	95,650	299
Arlington	45,531	Middlesex	5th		Metropolitan City	0	26,404,030	580	8,843,863	194	35,247,893	774	0	0	35,247,893	774
Ashburnham	6,348	Worcester	3rd		Nonentitlement Unit	0	664,436	105	1,233,025	194	1,897,461	299	0	0	1,897,461	299
Ashby	3,219	Middlesex	3rd		Nonentitlement Unit	0	336,928	105	625,253	194	962,181	299	0	0	962,181	299
Ashfield	1,717	Franklin	1st		Nonentitlement Unit	0	179,716	105	333,507	194	513,223	299	0	0	513,223	299
Ashland	17,807	Middlesex	5th		Nonentitlement Unit	0	1,863,833	105	3,458,801	194	5,322,634	299	0	0	5,322,634	299
Athol	11,732	Worcester	2nd		Nonentitlement Unit	0	1,227,971	105	2,278,803	194	3,506,775	299	0	0	3,506,775	299
Attleboro	45,237	Bristol	4th		Metropolitan City	1	9,557,617	211	0	0	9,557,617	211	8,786,757	194	18,344,374	406
Auburn	16,766	Worcester	2nd		Nonentitlement Unit	0	1,754,873	105	3,256,599	194	5,011,472	299	0	0	5,011,472	299
Avon	4,549	Norfolk	8th		Nonentitlement Unit	0	476,137	105	0	0	476,137	105	883,590	194	1,359,727	299
Ayer	8,196	Middlesex	3rd		Nonentitlement Unit	0	857,863	105	1,591,977	194	2,449,840	299	0	0	2,449,840	299
Barnstable	44,477	Barnstable	9th		Metropolitan City	2	7,692,669	173	0	0	7,692,669	173	8,639,136	194	16,331,805	367
Barre	5,578	Worcester	2nd		Nonentitlement Unit	0	583,841	105	1,083,461	194	1,667,302	299	0	0	1,667,302	299
Becket	1,716	Berkshire	1st		Nonentitlement Unit	0	179,611	105	333,313	194	512,924	299	0	0	512,924	299
Bedford	14,123	Middlesex	6th		Nonentitlement Unit	0	1,478,234	105	2,743,227	194	4,221,461	299	0	0	4,221,461	299
Belchertown	15,098	Hampshire	2nd		Nonentitlement Unit	0	1,580,286	105	2,932,609	194	4,512,895	299	0	0	4,512,895	299
Bellingham	17,270	Norfolk	2nd	4th	Nonentitlement Unit	0	1,807,626	105	0	0	1,807,626	105	3,354,495	194	5,162,121	299
Belmont	26,116	Middlesex	5th		Nonentitlement Unit	0	2,733,524	105	5,072,727	194	7,806,251	299	0	0	7,806,251	299
Berkley	6,851	Bristol	4th		Nonentitlement Unit	0	717,084	105	0	0	717,084	105	1,330,726	194	2,047,811	299
Berlin	3,240	Worcester	3rd		Nonentitlement Unit	0	339,126	105	629,332	194	968,458	299	0	0	968,458	299
Bernardston	2,090	Franklin	1st		Nonentitlement Unit	0	218,757	105	405,958	194	624,715	299	0	0	624,715	299
Beverly	42,174	Essex	6th		Nonentitlement Unit	1	4,414,292	105	8,191,805	194	12,606,097	299	0	0	12,606,097	299
Billerica	43,367	Middlesex	6th		Nonentitlement Unit	0	4,539,161	105	8,423,531	194	12,962,693	299	0	0	12,962,693	299
Blackstone	9,288	Worcester	2nd		Nonentitlement Unit	0	972,162	105	1,804,085	194	2,776,247	299	0	0	2,776,247	299
Blandford	1,252	Hampden	1st		Nonentitlement Unit	0	131,045	105	243,186	194	374,231	299	0	0	374,231	299
Bolton	5,426	Worcester	3rd		Nonentitlement Unit	0	567,932	105	1,053,937	194	1,621,868	299	0	0	1,621,868	299
Boston	692,600	Suffolk	7th	8th	Metropolitan City	83	424,179,607	612	134,529,431	194	558,709,038	807	0	0	558,709,038	807
Bourne	19,762	Barnstable	9th		Nonentitlement Unit	1	2,068,460	105	0	0	2,068,460	105	3,838,537	194	5,906,997	299
Boxborough	5,793	Middlesex	3rd		Nonentitlement Unit	0	606,345	105	1,125,222	194	1,731,567	299	0	0	1,731,567	299
Boxford	8,332	Essex	6th		Nonentitlement Unit	0	872,098	105	1,618,393	194	2,490,492	299	0	0	2,490,492	299
Boylston	4,712	Worcester	2nd		Nonentitlement Unit	0	493,198	105	915,251	194	1,408,449	299	0	0	1,408,449	299

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Braintree	37,190	Norfolk	8th		Nonentitlement Unit	0	3,892,624	105	0	0	3,892,624	105	7,223,722	194	11,116,345	299
Brewster	9,775	Barnstable	9th		Nonentitlement Unit	0	1,023,135	105	0	0	1,023,135	105	1,898,679	194	2,921,814	299
Bridgewater	27,619	Plymouth	8th		Nonentitlement Unit	0	2,890,841	105	0	0	2,890,841	105	5,364,667	194	8,255,508	299
Brimfield	3,680	Hampden	1st		Nonentitlement Unit	0	385,180	105	714,797	194	1,099,977	299	0	0	1,099,977	299
Brockton	95,708	Plymouth	8th		Metropolitan City	10	34,590,793	361	0	0	34,590,793	361	18,590,157	194	53,180,950	556
Brookfield	3,452	Worcester	1st		Nonentitlement Unit	0	361,316	105	670,511	194	1,031,826	299	0	0	1,031,826	299
Brookline	59,121	Norfolk	4th		Metropolitan City	1	32,406,450	548	0	0	32,406,450	548	11,483,561	194	43,890,011	742
Buckland	1,850	Franklin	1st		Nonentitlement Unit	0	193,637	105	359,341	194	552,978	299	0	0	552,978	299
Burlington	28,627	Middlesex	6th		Nonentitlement Unit	0	2,996,347	105	5,560,459	194	8,556,806	299	0	0	8,556,806	299
Cambridge	118,927	Middlesex	5th	7th	Metropolitan City	3	65,019,211	547	23,100,176	194	88,119,387	741	0	0	88,119,387	741
Canton	23,805	Norfolk	8th		Nonentitlement Unit	0	2,491,635	105	0	0	2,491,635	105	4,623,842	194	7,115,477	299
Carlisle	5,252	Middlesex	3rd		Nonentitlement Unit	0	549,719	105	1,020,139	194	1,569,859	299	0	0	1,569,859	299
Carver	11,767	Plymouth	9th		Nonentitlement Unit	1	1,231,635	105	0	0	1,231,635	105	2,285,602	194	3,517,237	299
Charlemont	1,233	Franklin	1st		Nonentitlement Unit	0	129,056	105	239,496	194	368,552	299	0	0	368,552	299
Charlton	13,713	Worcester	1st		Nonentitlement Unit	0	1,435,320	105	2,663,589	194	4,098,909	299	0	0	4,098,909	299
Chatham	5,982	Barnstable	9th		Nonentitlement Unit	0	626,127	105	0	0	626,127	105	1,161,933	194	1,788,061	299
Chelmsford	35,391	Middlesex	3rd		Nonentitlement Unit	0	3,704,325	105	6,874,287	194	10,578,612	299	0	0	10,578,612	299
Chelsea	39,690	Suffolk	7th		Nonentitlement Unit	7	4,154,295	105	7,709,317	194	11,863,612	299	0	0	11,863,612	299
Cheshire	3,129	Berkshire	1st		Nonentitlement Unit	0	327,508	105	607,772	194	935,279	299	0	0	935,279	299
Chester	1,369	Hampden	1st		Nonentitlement Unit	0	143,291	105	265,912	194	409,203	299	0	0	409,203	299
Chesterfield	1,249	Hampshire	1st		Nonentitlement Unit	0	130,731	105	242,604	194	373,335	299	0	0	373,335	299
Chicopee	55,126	Hampden	1st		Metropolitan City	1	28,828,571	523	10,707,579	194	39,536,150	717	0	0	39,536,150	717
Chilmark	922	Dukes	9th		Nonentitlement Unit	0	96,504	105	0	0	96,504	105	179,088	194	275,592	299
Clarksburg	1,638	Berkshire	1st		Nonentitlement Unit	0	171,447	105	318,162	194	489,609	299	0	0	489,609	299
Clinton	14,000	Worcester	3rd		Nonentitlement Unit	0	1,465,360	105	2,719,336	194	4,184,696	299	0	0	4,184,696	299
Cohasset	8,548	Norfolk	8th		Nonentitlement Unit	0	894,707	105	0	0	894,707	105	1,660,349	194	2,555,056	299
Colrain	1,661	Franklin	1st		Nonentitlement Unit	0	173,854	105	322,630	194	496,484	299	0	0	496,484	299
Concord	18,918	Middlesex	3rd		Nonentitlement Unit	0	1,980,120	105	3,674,600	194	5,654,719	299	0	0	5,654,719	299
Conway	1,873	Franklin	1st		Nonentitlement Unit	0	196,044	105	363,808	194	559,852	299	0	0	559,852	299
Cummington	874	Hampshire	1st		Nonentitlement Unit	0	91,480	105	169,764	194	261,245	299	0	0	261,245	299
Dalton	6,525	Berkshire	1st		Nonentitlement Unit	0	682,962	105	1,267,405	194	1,950,367	299	0	0	1,950,367	299
Danvers	27,549	Essex	6th		Nonentitlement Unit	0	2,883,514	105	5,351,070	194	8,234,584	299	0	0	8,234,584	299
Dartmouth	34,188	Bristol	9th		Nonentitlement Unit	0	3,578,409	105	0	0	3,578,409	105	6,640,618	194	10,219,027	299
Dedham	25,219	Norfolk	8th		Nonentitlement Unit	0	2,639,636	105	0	0	2,639,636	105	4,898,495	194	7,538,131	299
Deerfield	4,991	Franklin	2nd		Nonentitlement Unit	0	522,401	105	969,443	194	1,491,844	299	0	0	1,491,844	299
Dennis	13,871	Barnstable	9th		Nonentitlement Unit	0	1,451,858	105	0	0	1,451,858	105	2,694,279	194	4,146,137	299
Dighton	7,967	Bristol	4th		Nonentitlement Unit	0	833,894	105	0	0	833,894	105	1,547,496	194	2,381,391	299
Douglas	9,038	Worcester	2nd		Nonentitlement Unit	0	945,994	105	1,755,526	194	2,701,520	299	0	0	2,701,520	299
Dover	6,127	Norfolk	4th		Nonentitlement Unit	0	641,304	105	0	0	641,304	105	1,190,098	194	1,831,402	299
Dracut	31,634	Middlesex	3rd		Nonentitlement Unit	0	3,311,085	105	6,144,534	194	9,455,619	299	0	0	9,455,619	299

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Dudley	11,773	Worcester	1st		Nonentitlement Unit	0	1,232,263	105	2,286,767	194	3,519,030	299	0	0	3,519,030	299
Dunstable	3,403	Middlesex	3rd		Nonentitlement Unit	0	356,187	105	660,993	194	1,017,180	299	0	0	1,017,180	299
Duxbury	15,921	Plymouth	9th		Nonentitlement Unit	0	1,666,428	105	0	0	1,666,428	105	3,092,468	194	4,758,896	299
East Bridgewater	14,526	Plymouth	8th		Nonentitlement Unit	0	1,520,415	105	0	0	1,520,415	105	2,821,505	194	4,341,921	299
East Brookfield	2,210	Worcester	1st		Nonentitlement Unit	0	231,318	105	429,267	194	660,584	299	0	0	660,584	299
East Longmeadow	16,192	Hampden	1st		Nonentitlement Unit	0	1,694,793	105	3,145,106	194	4,839,899	299	0	0	4,839,899	299
Eastham	4,906	Barnstable	9th		Nonentitlement Unit	0	513,504	105	0	0	513,504	105	952,933	194	1,466,437	299
Easthampton	15,829	Hampshire	1st		Nonentitlement Unit	0	1,656,799	105	3,074,598	194	4,731,396	299	0	0	4,731,396	299
Easton	25,105	Bristol	4th		Nonentitlement Unit	0	2,627,704	105	0	0	2,627,704	105	4,876,352	194	7,504,056	299
Edgartown	4,348	Dukes	9th		Nonentitlement Unit	0	455,099	105	0	0	455,099	105	844,548	194	1,299,647	299
Egremont	1,205	Berkshire	1st		Nonentitlement Unit	0	126,126	105	234,057	194	360,183	299	0	0	360,183	299
Erving	1,750	Franklin	2nd		Nonentitlement Unit	0	183,170	105	339,917	194	523,087	299	0	0	523,087	299
Essex	3,799	Essex	6th		Nonentitlement Unit	0	397,636	105	737,911	194	1,135,547	299	0	0	1,135,547	299
Everett	46,451	Middlesex	7th		Nonentitlement Unit	6	4,861,959	105	9,022,562	194	13,884,521	299	0	0	13,884,521	299
Fairhaven	16,078	Bristol	9th		Nonentitlement Unit	0	1,682,861	105	0	0	1,682,861	105	3,122,963	194	4,805,824	299
Fall River	89,541	Bristol	4th	9th	Metropolitan City	12	69,599,142	777	0	0	69,599,142	777	17,392,290	194	86,991,432	972
Falmouth	30,993	Barnstable	9th		Nonentitlement Unit	1	3,243,993	105	0	0	3,243,993	105	6,020,027	194	9,264,019	299
Fitchburg	40,638	Worcester	3rd		Metropolitan City	3	23,345,004	574	7,893,455	194	31,238,459	769	0	0	31,238,459	769
Florida	715	Berkshire	1st		Nonentitlement Unit	0	74,838	105	138,880	194	213,718	299	0	0	213,718	299
Foxborough	18,399	Norfolk	4th		Nonentitlement Unit	0	1,925,797	105	0	0	1,925,797	105	3,573,790	194	5,499,587	299
Framingham	74,416	Middlesex	5th		Metropolitan City	5	12,373,262	166	14,454,436	194	26,827,698	361	0	0	26,827,698	361
Franklin	34,087	Norfolk	4th		Nonentitlement Unit	0	3,567,837	105	0	0	3,567,837	105	6,621,000	194	10,188,837	299
Freetown	9,394	Bristol	4th		Nonentitlement Unit	0	983,256	105	0	0	983,256	105	1,824,674	194	2,807,931	299
Gardner	20,683	Worcester	3rd		Nonentitlement Unit	1	2,164,860	105	4,017,430	194	6,182,290	299	0	0	6,182,290	299
Georgetown	8,768	Essex	6th		Nonentitlement Unit	0	917,734	105	1,703,081	194	2,620,815	299	0	0	2,620,815	299
Gill	1,465	Franklin	2nd		Nonentitlement Unit	0	153,339	105	284,559	194	437,899	299	0	0	437,899	299
Gloucester	30,430	Essex	6th		Metropolitan City	4	17,264,797	567	5,910,671	194	23,175,468	762	0	0	23,175,468	762
Goshen	1,059	Hampshire	1st		Nonentitlement Unit	0	110,844	105	205,698	194	316,542	299	0	0	316,542	299
Gosnold	75	Dukes	9th		Nonentitlement Unit	0	7,850	105	0	0	7,850	105	14,568	194	22,418	299
Grafton	18,883	Worcester	2nd		Nonentitlement Unit	0	1,976,456	105	3,667,801	194	5,644,258	299	0	0	5,644,258	299
Granby	6,291	Hampshire	1st		Nonentitlement Unit	0	658,470	105	1,221,953	194	1,880,423	299	0	0	1,880,423	299
Granville	1,611	Hampden	1st		Nonentitlement Unit	0	168,621	105	312,918	194	481,539	299	0	0	481,539	299
Great Barrington	6,945	Berkshire	1st		Nonentitlement Unit	0	726,923	105	1,348,985	194	2,075,908	299	0	0	2,075,908	299
Greenfield	17,258	Franklin	2nd		Nonentitlement Unit	2	1,806,370	105	3,352,164	194	5,158,534	299	0	0	5,158,534	299
Groton	11,325	Middlesex	3rd		Nonentitlement Unit	0	1,185,371	105	2,199,748	194	3,385,120	299	0	0	3,385,120	299
Groveland	6,849	Essex	6th		Nonentitlement Unit	0	716,875	105	1,330,338	194	2,047,213	299	0	0	2,047,213	299
Hadley	5,342	Hampshire	2nd		Nonentitlement Unit	0	559,139	105	1,037,621	194	1,596,760	299	0	0	1,596,760	299
Halifax	7,896	Plymouth	9th		Nonentitlement Unit	0	826,463	105	0	0	826,463	105	1,533,705	194	2,360,168	299
Hamilton	8,051	Essex	6th		Nonentitlement Unit	0	842,687	105	1,563,812	194	2,406,499	299	0	0	2,406,499	299
Hampden	5,177	Hampden	1st		Nonentitlement Unit	0	541,869	105	1,005,572	194	1,547,441	299	0	0	1,547,441	299

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Hancock	696	Berkshire	1st		Nonentitlement Unit	0	72,849	105	135,190	194	208,039	299	0	0	208,039	299
Hanover	14,570	Plymouth	9th		Nonentitlement Unit	0	1,525,021	105	0	0	1,525,021	105	2,830,052	194	4,355,073	299
Hanson	10,914	Plymouth	9th		Nonentitlement Unit	0	1,142,353	105	0	0	1,142,353	105	2,119,917	194	3,262,269	299
Hardwick	3,057	Worcester	2nd		Nonentitlement Unit	0	319,972	105	593,786	194	913,758	299	0	0	913,758	299
Harvard	6,620	Worcester	3rd		Nonentitlement Unit	0	692,906	105	1,285,857	194	1,978,763	299	0	0	1,978,763	299
Harwich	12,142	Barnstable	9th		Nonentitlement Unit	0	1,270,886	105	0	0	1,270,886	105	2,358,441	194	3,629,327	299
Hatfield	3,251	Hampshire	2nd		Nonentitlement Unit	0	340,277	105	631,469	194	971,746	299	0	0	971,746	299
Haverhill	64,014	Essex	3rd		Metropolitan City	3	25,039,680	391	12,433,969	194	37,473,649	585	0	0	37,473,649	585
Hawley	334	Franklin	1st		Nonentitlement Unit	0	34,959	105	64,876	194	99,835	299	0	0	99,835	299
Heath	695	Franklin	1st		Nonentitlement Unit	0	72,745	105	134,996	194	207,740	299	0	0	207,740	299
Hingham	24,679	Plymouth	8th		Nonentitlement Unit	0	2,583,115	105	0	0	2,583,115	105	4,793,606	194	7,376,722	299
Hinsdale	1,911	Berkshire	1st		Nonentitlement Unit	0	200,022	105	371,189	194	571,211	299	0	0	571,211	299
Holbrook	11,033	Norfolk	8th		Nonentitlement Unit	0	1,154,808	105	0	0	1,154,808	105	2,143,031	194	3,297,839	299
Holden	19,303	Worcester	2nd		Nonentitlement Unit	0	2,020,417	105	3,749,381	194	5,769,799	299	0	0	5,769,799	299
Holland	2,482	Hampden	1st		Nonentitlement Unit	0	259,787	105	482,099	194	741,887	299	0	0	741,887	299
Holliston	14,912	Middlesex	5th		Nonentitlement Unit	0	1,560,817	105	2,896,481	194	4,457,299	299	0	0	4,457,299	299
Holyoke	40,117	Hampden	1st		Metropolitan City	6	29,894,310	745	7,792,257	194	37,686,567	939	0	0	37,686,567	939
Hopedale	5,951	Worcester	4th		Nonentitlement Unit	0	622,883	105	1,155,912	194	1,778,795	299	0	0	1,778,795	299
Hopkinton	18,470	Middlesex	4th		Nonentitlement Unit	0	1,933,228	105	3,587,581	194	5,520,809	299	0	0	5,520,809	299
Hubbardston	4,829	Worcester	2nd		Nonentitlement Unit	0	505,444	105	937,977	194	1,443,421	299	0	0	1,443,421	299
Hudson	19,864	Middlesex	3rd		Nonentitlement Unit	0	2,079,136	105	3,858,349	194	5,937,485	299	0	0	5,937,485	299
Hull	10,475	Plymouth	8th		Nonentitlement Unit	0	1,096,403	105	0	0	1,096,403	105	2,034,646	194	3,131,049	299
Huntington	2,169	Hampshire	1st		Nonentitlement Unit	0	227,026	105	421,303	194	648,329	299	0	0	648,329	299
Ipswich	14,074	Essex	6th		Nonentitlement Unit	1	1,473,105	105	2,733,710	194	4,206,815	299	0	0	4,206,815	299
Kingston	13,863	Plymouth	9th		Nonentitlement Unit	0	1,451,020	105	0	0	1,451,020	105	2,692,725	194	4,143,745	299
Lakeville	11,561	Plymouth	4th		Nonentitlement Unit	0	1,210,073	105	0	0	1,210,073	105	2,245,589	194	3,455,662	299
Lancaster	8,082	Worcester	3rd		Nonentitlement Unit	0	845,931	105	1,569,834	194	2,415,765	299	0	0	2,415,765	299
Lanesborough	2,940	Berkshire	1st		Nonentitlement Unit	0	307,726	105	571,061	194	878,786	299	0	0	878,786	299
Lawrence	80,028	Essex	3rd		Metropolitan City	16	41,807,344	522	15,544,501	194	57,351,845	717	0	0	57,351,845	717
Lee	5,664	Berkshire	1st		Nonentitlement Unit	0	592,843	105	1,100,166	194	1,693,008	299	0	0	1,693,008	299
Leicester	11,341	Worcester	2nd		Nonentitlement Unit	0	1,187,046	105	2,202,856	194	3,389,902	299	0	0	3,389,902	299
Lenox	4,944	Berkshire	1st		Nonentitlement Unit	0	517,481	105	960,314	194	1,477,795	299	0	0	1,477,795	299
Leominster	41,716	Worcester	2nd		Metropolitan City	1	11,842,399	284	8,102,844	194	19,945,243	478	0	0	19,945,243	478
Leverett	1,837	Franklin	2nd		Nonentitlement Unit	0	192,276	105	356,816	194	549,092	299	0	0	549,092	299
Lexington	33,132	Middlesex	5th		Nonentitlement Unit	0	3,467,879	105	6,435,503	194	9,903,381	299	0	0	9,903,381	299
Leyden	715	Franklin	1st		Nonentitlement Unit	0	74,838	105	138,880	194	213,718	299	0	0	213,718	299
Lincoln	7,052	Middlesex	5th		Nonentitlement Unit	0	738,123	105	1,369,768	194	2,107,891	299	0	0	2,107,891	299
Littleton	10,227	Middlesex	3rd		Nonentitlement Unit	0	1,070,445	105	1,986,475	194	3,056,920	299	0	0	3,056,920	299
Longmeadow	15,705	Hampden	1st		Nonentitlement Unit	0	1,643,820	105	3,050,512	194	4,694,332	299	0	0	4,694,332	299
Lowell	110,997	Middlesex	3rd		Metropolitan City	15	54,450,130	491	21,559,866	194	76,009,996	685	0	0	76,009,996	685



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Ludlow	21,233	Hampden	1st		Nonentitlement Unit	0	2,222,427	105	4,124,261	194	6,346,689	299	0	0	6,346,689	299
Lunenburg	11,736	Worcester	3rd		Nonentitlement Unit	0	1,228,390	105	2,279,580	194	3,507,971	299	0	0	3,507,971	299
Lynn	94,299	Essex	6th		Metropolitan City	17	56,818,440	603	18,316,475	194	75,134,915	797	0	0	75,134,915	797
Lynnfield	12,999	Essex	6th		Nonentitlement Unit	0	1,360,587	105	2,524,903	194	3,885,490	299	0	0	3,885,490	299
Malden	60,470	Middlesex	5th		Metropolitan City	4	34,028,561	563	11,745,589	194	45,774,150	757	0	0	45,774,150	757
Manchester By The Sea	5,434	Essex	6th		Nonentitlement Unit	0	568,769	105	1,055,491	194	1,624,260	299	0	0	1,624,260	299
Mansfield	24,470	Bristol	4th		Nonentitlement Unit	0	2,561,240	105	0	0	2,561,240	105	4,753,011	194	7,314,250	299
Marblehead	20,555	Essex	6th		Nonentitlement Unit	0	2,151,462	105	3,992,568	194	6,144,030	299	0	0	6,144,030	299
Marion	5,188	Plymouth	9th		Nonentitlement Unit	0	543,020	105	0	0	543,020	105	1,007,708	194	1,550,729	299
Marlborough	39,597	Middlesex	3rd		Nonentitlement Unit	0	4,144,561	105	7,691,253	194	11,835,814	299	0	0	11,835,814	299
Marshfield	25,967	Plymouth	9th		Nonentitlement Unit	0	2,717,928	105	0	0	2,717,928	105	5,043,785	194	7,761,714	299
Mashpee	14,229	Barnstable	9th		Nonentitlement Unit	0	1,489,329	105	0	0	1,489,329	105	2,763,816	194	4,253,145	299
Mattapoisett	6,401	Plymouth	9th		Nonentitlement Unit	0	669,983	105	0	0	669,983	105	1,243,319	194	1,913,303	299
Maynard	11,336	Middlesex	3rd		Nonentitlement Unit	0	1,186,523	105	2,201,885	194	3,388,408	299	0	0	3,388,408	299
Medfield	12,955	Norfolk	4th		Nonentitlement Unit	0	1,355,981	105	0	0	1,355,981	105	2,516,357	194	3,872,338	299
Medford	57,341	Middlesex	5th		Metropolitan City	0	37,409,525	652	11,137,817	194	48,547,342	847	0	0	48,547,342	847
Medway	13,479	Norfolk	4th		Nonentitlement Unit	0	1,410,827	105	0	0	1,410,827	105	2,618,138	194	4,028,965	299
Melrose	28,016	Middlesex	5th		Nonentitlement Unit	0	2,932,394	105	5,441,780	194	8,374,174	299	0	0	8,374,174	299
Mendon	6,223	Worcester	2nd		Nonentitlement Unit	0	651,352	105	1,208,745	194	1,860,097	299	0	0	1,860,097	299
Merrimac	6,960	Essex	6th		Nonentitlement Unit	0	728,493	105	1,351,898	194	2,080,392	299	0	0	2,080,392	299
Methuen	50,706	Essex	3rd		Metropolitan City	1	9,978,445	197	9,849,046	194	19,827,491	391	0	0	19,827,491	391
Middleborough	25,463	Plymouth	9th		Nonentitlement Unit	0	2,665,175	105	0	0	2,665,175	105	4,945,889	194	7,611,065	299
Middlefield	534	Hampshire	1st		Nonentitlement Unit	0	55,893	105	103,723	194	159,616	299	0	0	159,616	299
Middleton	10,110	Essex	6th		Nonentitlement Unit	0	1,058,199	105	1,963,749	194	3,021,948	299	0	0	3,021,948	299
Milford	29,101	Worcester	4th		Nonentitlement Unit	0	3,045,960	105	5,652,528	194	8,698,488	299	0	0	8,698,488	299
Millbury	13,947	Worcester	2nd		Nonentitlement Unit	0	1,459,812	105	2,709,041	194	4,168,854	299	0	0	4,168,854	299
Millis	8,310	Norfolk	4th		Nonentitlement Unit	0	869,796	105	0	0	869,796	105	1,614,120	194	2,483,916	299
Millville	3,257	Worcester	2nd		Nonentitlement Unit	0	340,905	105	632,634	194	973,540	299	0	0	973,540	299
Milton	27,593	Norfolk	7th	8th	Nonentitlement Unit	0	2,888,119	105	0	0	2,888,119	105	5,359,617	194	8,247,736	299
Monroe	115	Franklin	1st		Nonentitlement Unit	0	12,037	105	22,337	194	34,374	299	0	0	34,374	299
Monson	8,787	Hampden	1st		Nonentitlement Unit	0	919,723	105	1,706,772	194	2,626,494	299	0	0	2,626,494	299
Montague	8,212	Franklin	2nd		Nonentitlement Unit	0	859,538	105	1,595,085	194	2,454,623	299	0	0	2,454,623	299
Monterey	924	Berkshire	1st		Nonentitlement Unit	0	96,714	105	179,476	194	276,190	299	0	0	276,190	299
Montgomery	866	Hampden	1st		Nonentitlement Unit	0	90,643	105	168,210	194	258,853	299	0	0	258,853	299
Mount Washington	157	Berkshire	1st		Nonentitlement Unit	0	16,433	105	30,495	194	46,928	299	0	0	46,928	299
Nahant	3,513	Essex	6th		Nonentitlement Unit	0	367,701	105	682,359	194	1,050,060	299	0	0	1,050,060	299
Nantucket	11,399	Nantucket	9th		Nonentitlement Unit	0	1,193,117	105	2,214,122	194	3,407,239	299	0	0	3,407,239	299
Natick	36,050	Middlesex	5th		Nonentitlement Unit	0	3,773,301	105	7,002,290	194	10,775,591	299	0	0	10,775,591	299



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Needham	31,388	Norfolk	4th		Nonentitlement Unit	0	3,285,337	105	0	0	3,285,337	105	6,096,751	194	9,382,088	299
New Ashford	223	Berkshire	1st		Nonentitlement Unit	0	23,341	105	43,315	194	66,656	299	0	0	66,656	299
New Bedford	95,363	Bristol	9th		Metropolitan City	16	64,729,754	679	0	0	64,729,754	679	18,523,145	194	83,252,899	873
New Braintree	1,024	Worcester	2nd		Nonentitlement Unit	0	107,181	105	198,900	194	306,081	299	0	0	306,081	299
New Marlborough	1,458	Berkshire	1st		Nonentitlement Unit	0	152,607	105	283,199	194	435,806	299	0	0	435,806	299
New Salem	1,021	Franklin	2nd		Nonentitlement Unit	0	106,867	105	198,317	194	305,184	299	0	0	305,184	299
Newbury	7,148	Essex	6th		Nonentitlement Unit	0	748,171	105	1,388,415	194	2,136,586	299	0	0	2,136,586	299
Newburyport	18,289	Essex	6th		Nonentitlement Unit	0	1,914,283	105	3,552,424	194	5,466,707	299	0	0	5,466,707	299
Newton	88,414	Middlesex	4th		Metropolitan City	0	46,416,122	525	17,173,383	194	63,589,505	719	0	0	63,589,505	719
Norfolk	12,003	Norfolk	4th		Nonentitlement Unit	0	1,256,337	105	0	0	1,256,337	105	2,331,442	194	3,587,779	299
North Adams	12,730	Berkshire	1st		Nonentitlement Unit	2	1,332,431	105	2,472,653	194	3,805,084	299	0	0	3,805,084	299
North Andover	31,188	Essex	6th		Nonentitlement Unit	0	3,264,403	105	6,057,903	194	9,322,306	299	0	0	9,322,306	299
North Attleborough	29,364	Bristol	4th		Nonentitlement Unit	0	3,073,487	105	0	0	3,073,487	105	5,703,613	194	8,777,100	299
North Brookfield	4,792	Worcester	2nd		Nonentitlement Unit	0	501,572	105	930,790	194	1,432,362	299	0	0	1,432,362	299
North Reading	15,865	Middlesex	6th		Nonentitlement Unit	0	1,660,567	105	3,081,590	194	4,742,157	299	0	0	4,742,157	299
Northampton	28,451	Hampshire	2nd		Metropolitan City	0	16,221,711	570	5,526,273	194	21,747,984	764	0	0	21,747,984	764
Northborough	15,109	Worcester	2nd		Nonentitlement Unit	0	1,581,437	105	2,934,746	194	4,516,183	299	0	0	4,516,183	299
Northbridge	16,679	Worcester	2nd		Nonentitlement Unit	0	1,745,767	105	3,239,700	194	4,985,467	299	0	0	4,985,467	299
Northfield	2,958	Franklin	2nd		Nonentitlement Unit	0	309,610	105	574,557	194	884,166	299	0	0	884,166	299
Norton	19,948	Bristol	4th		Nonentitlement Unit	0	2,087,928	105	0	0	2,087,928	105	3,874,665	194	5,962,593	299
Norwell	11,153	Plymouth	9th		Nonentitlement Unit	0	1,167,368	105	0	0	1,167,368	105	2,166,339	194	3,333,708	299
Norwood	29,725	Norfolk	8th		Nonentitlement Unit	0	3,111,273	105	0	0	3,111,273	105	5,773,733	194	8,885,006	299
Oak Bluffs	4,667	Dukes	9th		Nonentitlement Unit	0	488,488	105	0	0	488,488	105	906,510	194	1,394,998	299
Oakham	1,957	Worcester	2nd		Nonentitlement Unit	0	204,836	105	380,124	194	584,961	299	0	0	584,961	299
Orange	7,582	Franklin	2nd		Nonentitlement Unit	0	793,597	105	1,472,715	194	2,266,312	299	0	0	2,266,312	299
Orleans	5,788	Barnstable	9th		Nonentitlement Unit	0	605,822	105	0	0	605,822	105	1,124,251	194	1,730,073	299
Otis	1,539	Berkshire	1st		Nonentitlement Unit	0	161,085	105	298,933	194	460,018	299	0	0	460,018	299
Oxford	14,009	Worcester	2nd		Nonentitlement Unit	0	1,466,302	105	2,721,084	194	4,187,386	299	0	0	4,187,386	299
Palmer	12,232	Hampden	1st	2nd	Nonentitlement Unit	0	1,280,306	105	2,375,923	194	3,656,228	299	0	0	3,656,228	299
Paxton	4,963	Worcester	2nd		Nonentitlement Unit	0	519,470	105	964,005	194	1,483,475	299	0	0	1,483,475	299
Peabody	53,070	Essex	6th		Metropolitan City	4	10,771,724	203	10,308,225	194	21,079,949	397	0	0	21,079,949	397
Pelham	1,313	Hampshire	2nd		Nonentitlement Unit	0	137,430	105	255,035	194	392,465	299	0	0	392,465	299
Pembroke	18,509	Plymouth	9th		Nonentitlement Unit	0	1,937,310	105	0	0	1,937,310	105	3,595,156	194	5,532,467	299
Pepperell	12,114	Middlesex	3rd		Nonentitlement Unit	0	1,267,955	105	2,353,002	194	3,620,957	299	0	0	3,620,957	299
Peru	834	Berkshire	1st		Nonentitlement Unit	0	87,294	105	161,995	194	249,288	299	0	0	249,288	299
Petersham	1,250	Worcester	2nd		Nonentitlement Unit	0	130,836	105	242,798	194	373,634	299	0	0	373,634	299
Phillipston	1,746	Worcester	2nd		Nonentitlement Unit	0	182,751	105	339,140	194	521,891	299	0	0	521,891	299
Pittsfield	42,142	Berkshire	1st		Metropolitan City	3	32,417,190	769	8,185,589	194	40,602,779	963	0	0	40,602,779	963
Plainfield	661	Hampshire	1st		Nonentitlement Unit	0	69,186	105	128,392	194	197,577	299	0	0	197,577	299
Plainville	9,293	Norfolk	4th		Nonentitlement Unit	0	972,685	105	0	0	972,685	105	1,805,056	194	2,777,741	299

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							Allocation	Capita Amount	Reallocation	Per Capita						Capita Amount
Plymouth	61,528	Plymouth	9th		Metropolitan City	3	9,472,098	154	0	0	9,472,098	154	11,951,093	194	21,423,191	348
Plympton	2,987	Plymouth	9th		Nonentitlement Unit	0	312,645	105	0	0	312,645	105	580,190	194	892,835	299
Princeton	3,488	Worcester	2nd		Nonentitlement Unit	0	365,084	105	677,503	194	1,042,587	299	0	0	1,042,587	299
Provincetown	2,961	Barnstable	9th		Nonentitlement Unit	0	309,924	105	0	0	309,924	105	575,140	194	885,063	299
Quincy	94,470	Norfolk	8th		Metropolitan City	4	45,316,692	480	0	0	45,316,692	480	18,349,690	194	63,666,382	674
Randolph	34,362	Norfolk	7th		Nonentitlement Unit	1	3,596,621	105	0	0	3,596,621	105	6,674,416	194	10,271,037	299
Raynham	14,470	Bristol	4th	8th	Nonentitlement Unit	0	1,514,554	105	0	0	1,514,554	105	2,810,628	194	4,325,182	299
Reading	25,400	Middlesex	6th		Nonentitlement Unit	0	2,658,581	105	4,933,652	194	7,592,234	299	0	0	7,592,234	299
Rehoboth	12,385	Bristol	4th		Nonentitlement Unit	0	1,296,320	105	0	0	1,296,320	105	2,405,641	194	3,701,961	299
Revere	53,073	Suffolk	5th		Metropolitan City	8	19,745,590	372	10,308,808	194	30,054,398	566	0	0	30,054,398	566
Richmond	1,416	Berkshire	1st		Nonentitlement Unit	0	148,211	105	275,041	194	423,252	299	0	0	423,252	299
Rochester	5,687	Plymouth	9th		Nonentitlement Unit	0	595,250	105	0	0	595,250	105	1,104,633	194	1,699,883	299
Rockland	17,986	Plymouth	9th		Nonentitlement Unit	0	1,882,569	105	0	0	1,882,569	105	3,493,570	194	5,376,138	299
Rockport	7,282	Essex	6th		Nonentitlement Unit	0	762,196	105	1,414,443	194	2,176,640	299	0	0	2,176,640	299
Rowe	389	Franklin	1st		Nonentitlement Unit	0	40,716	105	75,559	194	116,275	299	0	0	116,275	299
Rowley	6,473	Essex	6th		Nonentitlement Unit	0	677,520	105	1,257,304	194	1,934,824	299	0	0	1,934,824	299
Royalston	1,277	Worcester	2nd		Nonentitlement Unit	0	133,662	105	248,042	194	381,704	299	0	0	381,704	299
Russell	1,792	Hampden	1st		Nonentitlement Unit	0	187,566	105	348,075	194	535,641	299	0	0	535,641	299
Rutland	8,938	Worcester	2nd		Nonentitlement Unit	0	935,528	105	1,736,102	194	2,671,629	299	0	0	2,671,629	299
Salem	43,226	Essex	6th		Metropolitan City	3	26,657,276	617	8,396,144	194	35,053,420	811	0	0	35,053,420	811
Salisbury	9,534	Essex	6th		Nonentitlement Unit	0	997,910	105	1,851,868	194	2,849,778	299	0	0	2,849,778	299
Sandisfield	891	Berkshire	1st		Nonentitlement Unit	0	93,260	105	173,066	194	266,326	299	0	0	266,326	299
Sandwich	20,169	Barnstable	9th		Nonentitlement Unit	1	2,111,060	105	0	0	2,111,060	105	3,917,592	194	6,028,652	299
Saugus	28,361	Essex	6th		Nonentitlement Unit	0	2,968,505	105	5,508,792	194	8,477,297	299	0	0	8,477,297	299
Savoy	675	Berkshire	1st		Nonentitlement Unit	0	70,651	105	131,111	194	201,762	299	0	0	201,762	299
Scituate	18,924	Plymouth	8th		Nonentitlement Unit	0	1,980,748	105	0	0	1,980,748	105	3,675,765	194	5,656,513	299
Seekonk	15,770	Bristol	4th		Nonentitlement Unit	0	1,650,623	105	0	0	1,650,623	105	3,063,138	194	4,713,761	299
Sharon	18,895	Norfolk	4th		Nonentitlement Unit	0	1,977,712	105	0	0	1,977,712	105	3,670,132	194	5,647,845	299
Sheffield	3,129	Berkshire	1st		Nonentitlement Unit	0	327,508	105	607,772	194	935,279	299	0	0	935,279	299
Shelburne	1,837	Franklin	1st		Nonentitlement Unit	0	192,276	105	356,816	194	549,092	299	0	0	549,092	299
Sherborn	4,335	Middlesex	5th		Nonentitlement Unit	0	453,738	105	842,023	194	1,295,761	299	0	0	1,295,761	299
Shirley	7,636	Middlesex	3rd		Nonentitlement Unit	0	799,249	105	1,483,203	194	2,282,453	299	0	0	2,282,453	299
Shrewsbury	38,526	Worcester	2nd		Nonentitlement Unit	0	4,032,461	105	7,483,224	194	11,515,685	299	0	0	11,515,685	299
Shutesbury	1,754	Franklin	2nd		Nonentitlement Unit	0	183,589	105	340,694	194	524,283	299	0	0	524,283	299
Somerset	18,129	Bristol	4th		Nonentitlement Unit	0	1,897,536	105	0	0	1,897,536	105	3,521,346	194	5,418,882	299
Somerville	81,360	Middlesex	7th		Metropolitan City	2	61,700,944	758	15,803,226	194	77,504,170	953	0	0	77,504,170	953
South Hadley	17,625	Hampshire	1st		Nonentitlement Unit	0	1,844,783	105	3,423,450	194	5,268,233	299	0	0	5,268,233	299
Southampton	6,171	Hampshire	1st		Nonentitlement Unit	0	645,910	105	1,198,644	194	1,844,554	299	0	0	1,844,554	299
Southborough	10,208	Worcester	5th		Nonentitlement Unit	0	1,068,457	105	1,982,784	194	3,051,241	299	0	0	3,051,241	299
Southbridge	16,878	Worcester	1st		Nonentitlement Unit	2	1,766,596	105	3,278,354	194	5,044,950	299	0	0	5,044,950	299

Coronavirus Local Fiscal Recovery Fund Allocations by Municipality  
County Reallocation amounts are under further review

ARPA Coronavirus Local Fiscal Recovery Fund Allocations by Municipality																	
Municipality	Population	County	CD1	CD2	US Treasury Classification	QCTs	Municipal Per		County		Total Amount	Total Per		County Amount	County Amt per Capita	Implied Total Amount with County	Implied Total Amount Per Capita
							Municipal Allocation	Capita Amount	County Reallocation	Reallocation Per Capita		Capita Amount	Amount				
Southwick	9,740	Hampden	1st		Nonentitlement Unit	0	1,019,472	105	1,891,881	194	2,911,353	299	0	0	0	2,911,353	299
Spencer	11,935	Worcester	2nd		Nonentitlement Unit	0	1,249,219	105	2,318,234	194	3,567,453	299	0	0	0	3,567,453	299
Springfield	153,606	Hampden	1st		Metropolitan City	20	93,848,687	611	29,836,165	194	123,684,852	805	0	0	0	123,684,852	805
Sterling	8,174	Worcester	2nd		Nonentitlement Unit	0	855,561	105	1,587,704	194	2,443,264	299	0	0	0	2,443,264	299
Stockbridge	1,890	Berkshire	1st		Nonentitlement Unit	0	197,824	105	367,110	194	564,934	299	0	0	0	564,934	299
Stoneham	24,126	Middlesex	5th		Nonentitlement Unit	0	2,525,234	105	4,686,193	194	7,211,426	299	0	0	0	7,211,426	299
Stoughton	28,915	Norfolk	8th		Nonentitlement Unit	2	3,026,491	105	0	0	3,026,491	105	5,616,400	194	0	8,642,891	299
Stow	7,234	Middlesex	3rd		Nonentitlement Unit	0	757,172	105	1,405,120	194	2,162,292	299	0	0	0	2,162,292	299
Sturbridge	9,597	Worcester	1st		Nonentitlement Unit	0	1,004,504	105	1,864,105	194	2,868,609	299	0	0	0	2,868,609	299
Sudbury	19,655	Middlesex	3rd	5th	Nonentitlement Unit	0	2,057,260	105	3,817,753	194	5,875,014	299	0	0	0	5,875,014	299
Sunderland	3,629	Franklin	2nd		Nonentitlement Unit	0	379,842	105	704,891	194	1,084,733	299	0	0	0	1,084,733	299
Sutton	9,582	Worcester	2nd		Nonentitlement Unit	0	1,002,934	105	1,861,191	194	2,864,125	299	0	0	0	2,864,125	299
Swampscott	15,298	Essex	6th		Nonentitlement Unit	0	1,601,220	105	2,971,457	194	4,572,677	299	0	0	0	4,572,677	299
Swansea	16,834	Bristol	4th		Nonentitlement Unit	0	1,761,990	105	0	0	1,761,990	105	3,269,807	194	0	5,031,798	299
Taunton	57,464	Bristol	4th		Metropolitan City	4	20,992,932	365	0	0	20,992,932	365	11,161,708	194	0	32,154,640	560
Templeton	8,138	Worcester	2nd		Nonentitlement Unit	0	851,793	105	1,580,711	194	2,432,504	299	0	0	0	2,432,504	299
Tewksbury	31,178	Middlesex	6th		Nonentitlement Unit	0	3,263,356	105	6,055,961	194	9,319,317	299	0	0	0	9,319,317	299
Tisbury	4,096	Dukes	9th		Nonentitlement Unit	0	428,722	105	0	0	428,722	105	795,600	194	0	1,224,322	299

Coronavirus Local Fiscal Recovery Fund Allocations by Municipality  
County Reallocation amounts are under further review

ARPA Coronavirus Local Fiscal Recovery Fund Allocations by Municipality																
						Municipal Per			County		Total Per				Implied Total	Implied Total
Municipality	Population	County	CD1	CD2	US Treasury Classification	QCTs	Municipal Allocation	Capita Amount	County Reallocation	Reallocation Per Capita	Total Amount	Capita Amount	County Amount	County Amt per Capita	Amount with County	Amount Per Capita
Tolland	508	Hampden	1st		Nonentitlement Unit	0	53,172	105	98,673	194	151,845	299	0	0	151,845	299
Topsfield	6,641	Essex	6th		Nonentitlement Unit	0	695,104	105	1,289,936	194	1,985,040	299	0	0	1,985,040	299
Townsend	9,506	Middlesex	3rd		Nonentitlement Unit	0	994,979	105	1,846,429	194	2,841,408	299	0	0	2,841,408	299
Truro	2,008	Barnstable	9th		Nonentitlement Unit	0	210,174	105	0	0	210,174	105	390,030	194	600,205	299
Tyngsborough	12,527	Middlesex	3rd		Nonentitlement Unit	0	1,311,183	105	2,433,223	194	3,744,406	299	0	0	3,744,406	299
Tyringham	312	Berkshire	1st		Nonentitlement Unit	0	32,657	105	60,602	194	93,259	299	0	0	93,259	299
Upton	8,065	Worcester	2nd		Nonentitlement Unit	0	844,152	105	1,566,532	194	2,410,684	299	0	0	2,410,684	299
Uxbridge	14,195	Worcester	2nd		Nonentitlement Unit	0	1,485,770	105	2,757,212	194	4,242,982	299	0	0	4,242,982	299
Wakefield	27,045	Middlesex	6th		Nonentitlement Unit	0	2,830,761	105	5,253,174	194	8,083,935	299	0	0	8,083,935	299
Wales	1,874	Hampden	1st		Nonentitlement Unit	0	196,149	105	364,003	194	560,151	299	0	0	560,151	299
Walpole	25,200	Norfolk	8th		Nonentitlement Unit	0	2,637,648	105	0	0	2,637,648	105	4,894,805	194	7,532,452	299
Waltham	62,495	Middlesex	5th		Metropolitan City	0	22,813,389	365	12,138,921	194	34,952,310	559	0	0	34,952,310	559
Ware	9,711	Hampshire	2nd		Nonentitlement Unit	0	1,016,436	105	1,886,248	194	2,902,684	299	0	0	2,902,684	299
Wareham	22,745	Plymouth	9th		Nonentitlement Unit	0	2,380,686	105	0	0	2,380,686	105	4,417,950	194	6,798,636	299
Warren	5,222	Worcester	1st		Nonentitlement Unit	0	546,579	105	1,014,312	194	1,560,891	299	0	0	1,560,891	299
Warwick	769	Franklin	2nd		Nonentitlement Unit	0	80,490	105	149,369	194	229,859	299	0	0	229,859	299
Washington	541	Berkshire	1st		Nonentitlement Unit	0	56,626	105	105,083	194	161,709	299	0	0	161,709	299
Watertown	35,939	Middlesex	5th		Nonentitlement Unit	0	3,761,683	105	6,980,729	194	10,742,413	299	0	0	10,742,413	299
Wayland	13,835	Middlesex	5th		Nonentitlement Unit	0	1,448,089	105	2,687,287	194	4,135,376	299	0	0	4,135,376	299
Webster	16,949	Worcester	2nd		Nonentitlement Unit	2	1,774,027	105	3,292,145	194	5,066,172	299	0	0	5,066,172	299
Wellesley	28,670	Norfolk	4th		Nonentitlement Unit	0	3,000,847	105	0	0	3,000,847	105	5,568,811	194	8,569,659	299
Wellfleet	2,724	Barnstable	9th		Nonentitlement Unit	0	285,117	105	0	0	285,117	105	529,105	194	814,222	299
Wendell	878	Franklin	2nd		Nonentitlement Unit	0	91,899	105	170,541	194	262,440	299	0	0	262,440	299
Wenham	5,278	Essex	6th		Nonentitlement Unit	0	552,441	105	1,025,190	194	1,577,630	299	0	0	1,577,630	299
West Boylston	8,077	Worcester	2nd		Nonentitlement Unit	0	845,408	105	1,568,863	194	2,414,270	299	0	0	2,414,270	299
West Bridgewater	7,281	Plymouth	8th		Nonentitlement Unit	0	762,092	105	0	0	762,092	105	1,414,249	194	2,176,341	299
West Brookfield	3,727	Worcester	2nd		Nonentitlement Unit	0	390,100	105	723,926	194	1,114,026	299	0	0	1,114,026	299
West Newbury	4,714	Essex	6th		Nonentitlement Unit	0	493,408	105	915,639	194	1,409,047	299	0	0	1,409,047	299
West Springfield	28,517	Hampden	1st		Nonentitlement Unit	1	2,984,833	105	5,539,093	194	8,523,926	299	0	0	8,523,926	299
West Stockbridge	1,257	Berkshire	1st		Nonentitlement Unit	0	131,568	105	244,158	194	375,726	299	0	0	375,726	299
West Tisbury	2,904	Dukes	9th		Nonentitlement Unit	0	303,957	105	0	0	303,957	105	564,068	194	868,025	299
Westborough	19,144	Worcester	2nd		Nonentitlement Unit	0	2,003,775	105	3,718,498	194	5,722,272	299	0	0	5,722,272	299
Westfield	41,204	Hampden	1st		Metropolitan City	0	9,299,177	226	8,003,394	194	17,302,571	420	0	0	17,302,571	420
Westford	24,817	Middlesex	3rd		Nonentitlement Unit	0	2,597,560	105	4,820,411	194	7,417,971	299	0	0	7,417,971	299
Westhampton	1,637	Hampshire	1st		Nonentitlement Unit	0	171,342	105	317,968	194	489,310	299	0	0	489,310	299
Westminster	7,997	Worcester	3rd		Nonentitlement Unit	0	837,034	105	1,553,324	194	2,390,358	299	0	0	2,390,358	299
Weston	12,124	Middlesex	5th		Nonentitlement Unit	0	1,269,002	105	2,354,945	194	3,623,946	299	0	0	3,623,946	299
Westport	16,034	Bristol	9th		Nonentitlement Unit	0	1,678,256	105	0	0	1,678,256	105	3,114,417	194	4,792,672	299
Westwood	16,400	Norfolk	8th		Nonentitlement Unit	0	1,716,564	105	0	0	1,716,564	105	3,185,508	194	4,902,072	299
Weymouth	57,746	Norfolk	8th		Metropolitan City	2	17,804,215	308	0	0	17,804,215	308	11,216,484	194	29,020,699	503

Coronavirus Local Fiscal Recovery Fund Allocations by Municipality  
County Reallocation amounts are under further review

ARPA Coronavirus Local Fiscal Recovery Fund Allocations by Municipality																
Municipality	Population	County	CD1	CD2	US Treasury Classification	QCTs	Municipal Per		County Reallocation	Per Capita	Total Amount	Total Per Capita Amount	County Amount	County Amt per Capita	Implied Total Amount with County	Implied Total Amount Per Capita
							Allocation	Amount								
Whately	1,567	Franklin	2nd		Nonentitlement Unit	0	164,016	105	304,371	194	468,387	299	0	0	468,387	299
Whitman	15,216	Plymouth	8th		Nonentitlement Unit	0	1,592,637	105	0	0	1,592,637	105	2,955,530	194	4,548,166	299
Wilbraham	14,689	Hampden	1st		Nonentitlement Unit	0	1,537,476	105	2,853,166	194	4,390,642	299	0	0	4,390,642	299
Williamsburg	2,466	Hampshire	1st		Nonentitlement Unit	0	258,113	105	478,992	194	737,104	299	0	0	737,104	299
Williamstown	7,434	Berkshire	1st		Nonentitlement Unit	0	778,106	105	1,443,967	194	2,222,073	299	0	0	2,222,073	299
Wilmington	23,445	Middlesex	6th		Nonentitlement Unit	0	2,453,954	105	4,553,916	194	7,007,871	299	0	0	7,007,871	299
Winchendon	10,905	Worcester	2nd	3rd	Nonentitlement Unit	0	1,141,411	105	2,118,168	194	3,259,579	299	0	0	3,259,579	299
Winchester	22,799	Middlesex	5th		Nonentitlement Unit	0	2,386,338	105	4,428,438	194	6,814,777	299	0	0	6,814,777	299
Windsor	866	Berkshire	1st		Nonentitlement Unit	0	90,643	105	168,210	194	258,853	299	0	0	258,853	299
Winthrop	18,544	Suffolk	5th		Nonentitlement Unit	1	1,940,974	105	3,601,955	194	5,542,928	299	0	0	5,542,928	299
Woburn	40,228	Middlesex	5th		Nonentitlement Unit	0	4,210,607	105	7,813,817	194	12,024,424	299	0	0	12,024,424	299
Worcester	185,428	Worcester	2nd		Metropolitan City	20	110,617,389	597	36,017,215	194	146,634,604	791	0	0	146,634,604	791
Worthington	1,175	Hampshire	1st		Nonentitlement Unit	0	122,986	105	228,230	194	351,216	299	0	0	351,216	299
Wrentham	12,023	Norfolk	4th		Nonentitlement Unit	0	1,258,430	105	0	0	1,258,430	105	2,335,327	194	3,593,757	299
Yarmouth	23,203	Barnstable	9th		Metropolitan City	0	3,155,779	136	0	0	3,155,779	136	4,506,911	194	7,662,690	330
<b>Total</b>	<b>6,892,503</b>					<b>312</b>	<b>2,049,567,428</b>	<b>297</b>	<b>945,743,646</b>	<b>137</b>	<b>2,995,311,074</b>	<b>435</b>	<b>393,044,261</b>	<b>57</b>	<b>3,388,355,335</b>	<b>492</b>



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
MAYOR

2021 DEC 16 AM 11:43  
Patricia M. Bernard  
EXECUTIVE AIDE

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

Ryan P. Egan  
EXECUTIVE SECRETARY

December 16, 2021

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

**Re: Grant acceptance for MPD-community outreach**

Dear President Ossing and Councilors:

Enclosed for your acceptance is a grant for \$2,000.00 from the Cummings Community Giving program through Cummings Properties LLC and their affiliate New Horizons of Marlborough.

This gift will help fund community outreach programs for the Marlborough Police Department.

We are grateful to the Cummings Community Giving program and Michael Burnell and Paul Bracken who each selected the MPD as their chosen recipient.

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures

# CITY OF MARLBOROUGH NOTICE OF GRANT AWARD

DEPARTMENT: Police DATE: December 8, 2021

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief David A. Giorgi

NAME OF GRANT: \_\_\_\_\_

GRANTOR: Cummings Properties LLC/New Horizons- Marlborough

GRANT AMOUNT: \$2,000.00

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

SCOPE OF GRANT/  
ITEMS FUNDED Donation to M.P.D. on behalf of Cummings Properties employees who live in  
Marlborough and who nominated the department for a donation.

IS A POSITION BEING  
CREATED: N/A

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

ARE MATCHING CITY  
FUNDS REQUIRED? N/A

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

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

ANY OTHER EXPOSURE TO CITY?  
N/A

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: NO

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





# City of Marlborough

## Police Department

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



*David A. Giorgi*  
Chief of Police

December 9, 2021

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



Dear Mayor Vigeant:

The Marlborough Police Department has received two donation checks in the amount of \$1,000.00 each from Cummings Community Giving as presented by Cummings Properties LLC which is affiliated with the New Horizons facility in Marlborough. The gift donation was made in the honor of and at the recommendation of two New Horizon employees and Marlborough residents- Michael Burnell and Paul Bracken. The donation has been offered to the department as Cummings Community Giving seeks to recognize and support the communities where colleagues and employees of their company reside. In addition, the donation significantly aids the department's ability to offer community outreach programs to residents of the City and is a genuine gesture of support welcomed by our officers.

Attached is a copy of the two letters which our department received from Cummings Community Giving, a Notice of Grant Award, as well as copy of the checks. I am requesting that the donation be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to let me know.

Sincerely,

David A. Giorgi  
Chief of Police





November 22, 2021

Chief David Giorgi  
Marlborough Police Department  
355 Bolton Street  
Marlborough, MA 01752

Congratulations! Cummings Properties is delighted to present **Marlborough Police Department** with a \$1,000 donation to be used for the area of greatest need.

This gift is in honor of, and is being made at the recommendation of:  
**Paul Bracken, Marlborough, MA 01752-6408**

Through Cummings Community Giving, our firm seeks to recognize and support the communities where colleagues in its real estate division and its affiliated New Horizons retirement communities (Marlborough and Woburn) live. Along with this gift, please accept our heartfelt appreciation for your valuable work, as well as our very best wishes for your organization's continued success.

Please contact Communications Admin Cindy Carey at 781-569-2335 or [cxm@cummings.com](mailto:cxm@cummings.com) with questions. More information about Cummings Community Giving is available at [www.cummings.com/charity](http://www.cummings.com/charity).

Sincerely,

CUMMINGS PROPERTIES, LLC

Dennis A. Clarke  
Chairman and CEO



**Share the good news!** Draw attention to your cause by snapping a photo with the mini-poster on the back of this letter and posting it on social media, using #CummingsCG.

*PS. To save your time and funding, please do not add our organization to any mailing lists. Although we are interested in the good work so many local nonprofits are doing, we are unable to read the vast amount of correspondence we receive. Thank you.*

**Cummings Buildings Power Charities**

≡ Cummings Properties 200 West Cummings Park, Woburn, MA 01801 | 781-935-8000



November 22, 2021

Chief David Giorgi  
Marlborough Police Department  
355 Bolton Street  
Marlborough, MA 01752

Congratulations! Cummings Properties is delighted to present **Marlborough Police Department** with a \$1,000 donation to be used for the area of greatest need.

This gift is in honor of, and is being made at the recommendation of:  
**Michael Burnell, , Marlborough, MA 01752-0786**

Through Cummings Community Giving, our firm seeks to recognize and support the communities where colleagues in its real estate division and its affiliated New Horizons retirement communities (Marlborough and Woburn) live. Along with this gift, please accept our heartfelt appreciation for your valuable work, as well as our very best wishes for your organization's continued success.

Please contact Communications Admin Cindy Carey at 781-569-2335 or [cxm@cummings.com](mailto:cxm@cummings.com) with questions. More information about Cummings Community Giving is available at [www.cummings.com/charity](http://www.cummings.com/charity).

Sincerely,

CUMMINGS PROPERTIES, LLC

Dennis A. Clarke  
Chairman and CEO



**Share the good news!** Draw attention to your cause by snapping a photo with the mini-poster on the back of this letter and posting it on social media, using #CummingsCG.

*PS. To save your time and funding, please do not add our organization to any mailing lists. Although we are interested in the good work so many local nonprofits are doing, we are unable to read the vast amount of correspondence we receive. Thank you.*

## Cummings Buildings *Power* Charities

≡ Cummings Properties 200 West Cummings Park, Woburn, MA 01801 | 781-935-8000

Cummings Properties, LLC  
Woburn Cash Mgmt LLC., Escrow Agent  
200 West Cummings Park  
Woburn, MA 01801

People's United Bank  
One Conant Street  
Danvers, MA 01923

6-6

53-7116  
2113

Date  
11/10/2021

Check No.  
1198146

Check Amount  
**1,000.00**

One Thousand AND 00/100 Dollars

Pay to the order of:

**MARLBOROUGH POLICE DEPARTMENT**

**355 BOLTON STREET  
MARLBOROUGH, MA 01752**

VOID IF NOT CASHED WITHIN 120 DAYS WITHIN DATE OF ISSUE



SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

⑈ 1198146 ⑈

FOR SECURITY PURPOSES, THE FACE OF THIS DOCUMENT CONTAINS A COLORED BACKGROUND AND MICROPRINTING IN THE BORDER

Cummings Properties, LLC  
Woburn Cash Mgmt LLC., Escrow Agent  
200 West Cummings Park  
Woburn, MA 01801

People's United Bank  
One Conant Street  
Danvers, MA 01923

53-7116  
2113

Date  
11/10/2021

Check No.  
1198145

Check Amount  
**1,000.00**

One Thousand AND 00/100 Dollars

Pay to the order of:

**MARLBOROUGH POLICE DEPARTMENT**

**355 BOLTON STREET  
MARLBOROUGH, MA 01752**

VOID IF NOT CASHED WITHIN 120 DAYS WITHIN DATE OF ISSUE



SECURITY LOCKS WILL DISAPPEAR WHEN COPIED OR WITH NORMAL BODY HEAT

⑈ 1198145 ⑈



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
 MAYOR'S OFFICE  
 CITY OF MARLBOROUGH

*Arthur G. Vigeant*  
 MAYOR

DEC 16 A 11:53

*Patricia M. Bernard*  
 EXECUTIVE AIDE

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

*Ryan P. Egan*  
 EXECUTIVE SECRETARY

December 16, 2021

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

**RE: Proposed Zoning Amendment to Jefferson Street area**

Honorable President Ossing and Councilors:

Enclosed for your review and consideration for adoption is a proposed zoning map ordinance amendment regarding a portion of the Jefferson Street area.

All of one side of Jefferson Street, the first few lots on the bottom of Highland adjacent to the rail trail and a small portion of Lincoln Street are currently zoned Commercial Automotive and single family residential is not allowed. I suggest taking the initiative to preserve this area for residential and neighborhood business and prevent additional automotive or other uses not appropriate in this limited area by changing the zoning as outlined in the enclosed proposed amendment to the zoning ordinance. Please see enclosed map and note that there is still an area for Commercial Automotive that will not be affected.

The suggested changes are part of our overall revitalization of Lincoln Street and the French Hill neighborhood that has been underway for some time and is an expansion of the recently adopted Neighborhood Business zoning.

I suggest this proposed zoning change be initiated in accordance with MGL c. 40A, s. 5 and advertised as soon as possible, while moving it through the subcommittee process for further review. I am available for any questions that may arise.

Sincerely,

**Arthur G. Vigeant**  
 Mayor

**ORDERED:**

THAT, PURSUANT TO SECTION 5 OF CHAPTER 40A OF THE GENERAL LAWS, BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT CHAPTER 650 OF THE CODE OF THE CITY OF MARLBOROUGH, AS MOST RECENTLY AMENDED, BE FURTHER AMENDED AS FOLLOWS:

I. The Zoning Map established by Chapter 650, Zoning, Article III Establishment of Districts, Section 650-8 "Boundaries Established; Zoning Map" is hereby amended as follows:

a. The zoning map amendments set forth herein shall be as shown on the map attached herewith entitled "Proposed Zoning Change Commercial Automotive to NB & RB";

b. The land shown on said attached map as "CA to NB" shall be included in the Neighborhood Business (NB) District. Said land includes the following:

City Assessor Map 56, Parcels 147, 148, 150, 151, 152, 153, and land within the rail trail corridor including the former rail spur; and

c. The land shown on said attached map as "CA to RB" shall be included in the Residence B (RB) District. Said land includes the following:

City Assessor Map 56, Parcels 154, 155, 156, 157, and 158.

II. The effective date of these amendments shall be the date of passage.

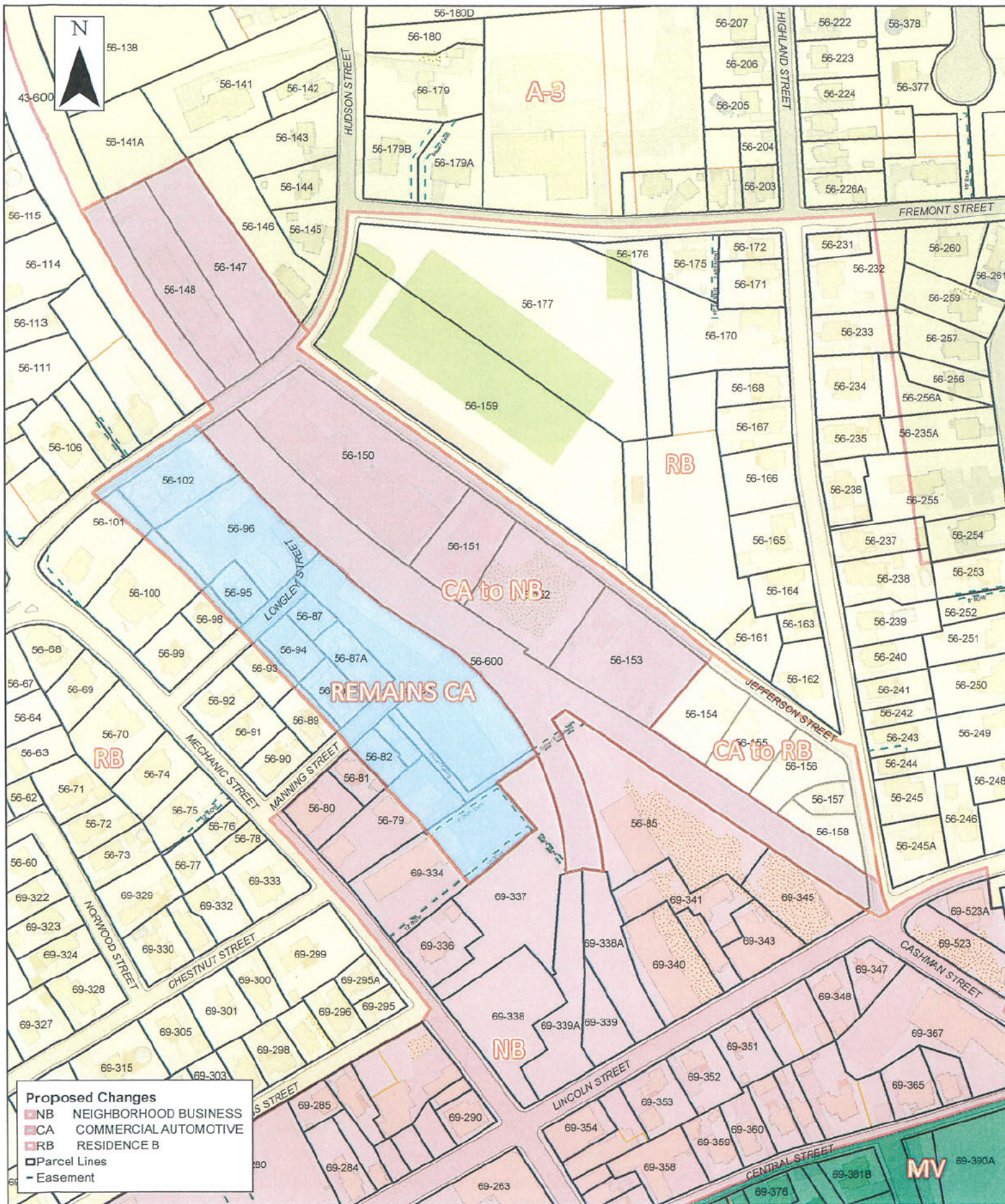
ADOPTED  
In City Council  
Order No. 21-

Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:





Proposed Zoning Change  
Commercial Automotive to NB & RB



Map Not to Scale





# City of Marlborough

## Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL (508) 460-3771 FAX (508) 460-3698 TDD (508) 460-3610

LEGAL@MARLBOROUGH-MA.GOV

RECEIVED  
CITY CLERK'S OFFICE  
JASON D. GROSSFIELD  
CITY OF MARLBOROUGH  
CITY SOLICITOR

2021 DEC -6 P 1:28

December 6, 2021

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

Re: City Council Order No. 21-1008404  
Development Agreement with BH GRP TCAM Owner, LLC ("Owner")  
RWMUOD Sub-District 2

Dear Honorable President Ossing and Councilors:

As requested, I provide this letter as to the legal form of the above-referenced proposed development agreement. Enclosed is a copy of the proposed agreement for consideration.

In reviewing the agreement as to legal form, I recommend and incorporated a significant number of revisions to the proposed language, working with counsel for the Owner, based upon differences between this document and the 2013 development agreement between the City and Atlantic-Marlboro Realty, LLC in the original overlay district, and other similar agreements. Enclosed please find a red-line showing the incorporated revisions for the City Council's information.

While I have prepared the document in legal form, I note a couple of highlighted sections where I recommend the City Council's review and/or clarification of the substantive terms, as follows:

- *Section 3.02, Public Access and Connectivity:* As the "Public Safety Payment" is now a two-part payment, confirm whether it is the First or the Second payment that will be the basis for commencing City's evaluation regarding street acceptance. The Owner has proposed it be the "First Public Safety Payment."
- *Exhibit C, Transportation Mitigation:* Recommended clarification of the mitigation benchmarks linked to "development". The Owner has proposed the revisions shown in the red-line, which are acceptable as to legal form. However, I note these for the City Council's consideration.

As the City Council is aware, Ord. 650-33(C) requires a super-majority (2/3) vote, in order to approve both the master plan and the development agreement. A proposed order is enclosed.

Please contact me if you have any questions or concerns.

Respectfully,



Jason D. Grossfield  
City Solicitor

Enclosures

cc: Arthur G. Vigeant, Mayor



## DEVELOPMENT AGREEMENT

This Development Agreement (the “Development Agreement”) is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by BH GRP TCAM Owner, LLC, a Delaware limited liability company (hereinafter with any nominee, successor, or assign, the “Owner”) and the City of Marlborough, Massachusetts (the “City”).

### RECITALS

WHEREAS, Owner is the owner of approximately 120 acres of land located at 100, 110, 250 and 350 Campus Drive, Marlborough, Middlesex County, Massachusetts, as more particularly described in **Exhibit A** attached hereto (the “Property”), which Property comprises two tracts of land bisected by a private way known as Martinangelo Drive (the tract of land to the north of Martinangelo Drive being referred to herein as the “Residential Site” and the tract of land to the south of Martinangelo Drive being referred to herein as the “Campus Site”); and

WHEREAS, the Owner’s title to (i) the Residential Site is pursuant to a deed recorded with the Middlesex South District Registry of Deeds (the “Registry”) in Book 74877, Page 462; and (ii) the Campus Site is pursuant to a deed recorded with Registry in Book 74877, Page 455; and

WHEREAS, the Campus Site is subjected to a condominium form of ownership pursuant to a Master Deed dated November 10, 2004 and recorded in the Registry in Book 44111, Page 102 and a Declaration of Trust dated November 10, 2004 and recorded in the Registry in Book 44111, Page 142 (collectively, the “Condominium Documents”); and

WHEREAS, the Property may constitute one or more parcels or condominium units from time to time (each, hereinafter a “Development Parcel”); and

WHEREAS, the Campus Site is currently developed by commercial buildings comprising approximately 550,000 square feet of office space constructed as Phase I of the Campus at Marlborough master development (the “Master Development”) pursuant to a June 1997 Site Plan Approval (the “Phase I Site Plan Approval”); and

WHEREAS, the development of additional commercial development has previously been authorized upon the Campus Site pursuant to a Site Plan Approval (SP-2005-0016) issued on November 22, 2005 by the Marlborough Site Plan Review Committee (the “SPRC”) for Phase II of the Master Development (as modified as described below, the “Phase II Site Plan Approval”, and together with the Phase I Site Plan Approval, the “Existing Site Plan Approval”), permitting the construction of an additional 650,000 square feet of office space and 2,528 net new parking spaces on the Campus Site; and

WHEREAS, on December 19, 2005, the Marlborough City Council issued a Sewer Connection Permit allowing up to 50,232 gallons per day (GPD) of wastewater discharge from Phase II of the Master Development (the “Sewer Connection Permit”), in addition to 64,875 GPD from Phase I of the Master Development, for a total of 115,107 GPD for the Campus Site, of which approximately 60,000 gallons per day (GPD) remain available for use; and

WHEREAS, although the buildings and improvements authorized by the Sewer Connection Permit and the Phase II Site Plan Approval have not yet been constructed (except for the parking facility currently under construction as described below), both of these approvals have been extended by the City Council a number of times, most recently on November 5, 2018, and were automatically tolled during the State of Emergency relating to the COVID-19 Pandemic pursuant to Section 17(b)(iii) of Chapter 53 of the Acts of 2020, such that both the Sewer Connection Permit and the Phase II Site Plan Approval remain in effect through March 9, 2022; and

WHEREAS, on July 7, 2021, the SPRC approved a modification of the Phase II Site Plan Approval to allow for the construction of an approximately 312-space (including 197 net new spaces), four-story structured parking facility containing approximately 84,200 square feet of floor area which is currently under construction (such parking facility, once completed, together with the approximately 550,000 square feet of existing office buildings, the “Existing Improvements”), and no other improvements have been constructed under the Phase II Site Plan Approval; and

WHEREAS, on June 14, 2021, the City Council rezoned the Property to be included as “Subdistrict 2” within the Results Way Mixed Use Overlay District (the “Overlay Zoning”), as set forth in Section 650-33 (originally adopted by the City on December 21, 2012 and last amended on June 14, 2021) of the Zoning Ordinance of the City of Marlborough, Massachusetts (the “Zoning Ordinance”); and

WHEREAS, the Owner now intends to complete the master-planned development of the Property by the construction of buildings and structures thereon (each, a “Component”) constituting the mixed use development or “MUD” in said Subdistrict 2 to be used for a variety of uses including, without limitation, office, biomanufacturing, research and development, multifamily residential, retail and restaurant uses (the “Project”), to be located on one or more Development Parcels, all pursuant to the Overlay Zoning and in accordance with this Development Agreement; and

WHEREAS, the City has approved that certain master concept plan depicting the Project and the Existing Improvements entitled, “Master Concept Plan RWMUOD Subdistrict 2” dated October 25, 2021, prepared by VHB (the “Master Concept Plan”) and included as **Exhibit B**; and

WHEREAS, as required under the terms of the Overlay Zoning, the Owner agrees to impose on the Property the limitations set forth herein, for the benefit of the City, which shall have the power to enforce the terms hereof; and

WHEREAS, the Owner and the City wish to set forth herein their agreement on the aforementioned matters; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby declares the following development restrictions on the Property, and the Owner and the City agree as follows:

## AGREEMENT

### **ARTICLE I. IMPLEMENTATION OF PROJECT**

Section 1.01 Site Plan Approval. All components of the Project shall hereinafter require site plan approval from the City Council in accordance with the requirements of the Overlay Zoning. It is the intent of the parties that the Owner's (or its designee's) first application for site plan approval for a new commercial-use Component of the Project on the Campus Site under the Overlay Zoning will also include and incorporate the Existing Improvements. Approval of such a site plan by the City Council under the Overlay Zoning shall supersede the Existing Site Plan Approval, which shall then no longer govern the Existing Improvements. For the avoidance of doubt, upon such approval, the Existing Improvements will be governed by the Overlay Zoning and no longer be subject to the requirement of a Large Tract Development Lot as set forth in the Zoning Ordinance that the Campus Site be held in "common ownership."

Section 1.02 Third Party Consultants. The City Council, in connection with its review of any special permit and/or site plan review application submitted in connection with any Component(s) under the terms of the Overlay Zoning, shall be permitted to retain the experts and consultants reasonably determined by the City Council as necessary to conduct an appropriate review of any such application. The reasonable costs and expenses of such experts and consultants shall be paid by the Owner of the Development Parcel(s) upon which such Component is located. The City Council shall provide such Owner with the Council's selected name, scope of services and projected costs of the expert or consultant it proposes to retain. Such Owner shall have five (5) business days, from the date of such Owner's receipt of the City Council's proposed selection, to approve or object to that proposed selection, and any such objection shall be in writing and shall specify the reasons for objection. If the Owner fails to object, the Owner shall be deemed to have approved the City Council's selection. If the Owner objects and the basis for objection cannot be resolved, the City Council shall provide the Owner with an alternative selection. An Owner shall, within thirty (30) calendar days of such Owner's receipt, pay any invoice provided to such Owner by the City Council relating to services provided by a selected expert or consultant that has been approved pursuant to the foregoing, in connection with a special permit and/or site plan review application submitted in connection with any Development Parcel(s) owned by such Owner.

Section 1.03 Project Phasing. The Owner is currently proceeding with construction of the four-story parking structure described above to enhance and support the Existing Improvements. Additional Project phases and Components are identified on the Master Concept Plan. Although market conditions will dictate the phasing of the further development of the Property, at present it is envisioned that planning, permitting and construction of both the Residential Component and Bio-Ring Building 5, each as shown generally on the Master Concept Plan, will proceed within one (1) year of the date of this Development Agreement.

Section 1.04 Sewer. Notwithstanding the validity of the Sewer Connection Permit, upon application for site plan approval, and/or connection for water or sewer, of any Component of the

Project, the Owner or its designee shall make such application subject to all established laws, ordinances, rules, procedures and fees applicable for water and sewer connections in the City, as may be amended from time to time. Upon issuance of a site plan approval for the first Project Component, the Sewer Connection Permit shall be null and void, without recourse against the City for any reimbursement or monetary claim.

## **ARTICLE II. REQUIRED MITIGATION**

Section 2.01 Housing. The owner/developer of the Residential Site (the “Residential Site Developer”) shall make a one-time payment to the City prior to the issuance of any building permit for the construction of a residential dwelling unit on the Residential Site equal to \$300,000.00 (\$3,000.00 per residential dwelling unit,) such amounts being referred to as the “Residential Development Contribution,” to be used by the City, acting by and through the City Council, to assist in the identification and implementation of zoning, economic and other strategies to foster professional, retail and commercial development initiatives or for the development of affordable housing which may include, without limitation, the preparation of a housing production plan in accordance with the rules and regulations of the Massachusetts Department of Housing and Community Development and the funding of the implementation of the goals and objectives set forth in such plan, in accordance with the Overlay Zoning. The Residential Development Contribution shall be due and payable (i) prior to the issuance of a building permit for the applicable residential dwelling unit and (ii) to any fund or funds that may be designated by the City prior to the submission of such payment. The payment of the Residential Development Contribution by the Residential Site Developer is made in recognition of the benefits to the Property of such undertakings by the City and shall be the exclusive payment required for the subject matter of this paragraph notwithstanding anything in the Zoning Ordinance to the contrary, as the same may be amended. When the payment is delivered to the City, the City Council will be notified by the Residential Site Developer, and the City Council will designate a fund (possibly Public Safety) within which to transfer this payment.

Section 2.02 Transportation. Analysis prepared in connection with the Project as shown on the Master Concept Plan indicates that the completion and occupancy of the Project is expected to result in a moderate decrease in peak hour traffic relative to the traffic impacts assessed in connection with the Phase II Site Plan Approval. Notwithstanding this anticipated reduction in projected peak hour traffic impacts, the Owner shall be responsible for performing all remaining transportation monitoring, funding and mitigation actions as previously required by the Phase II Site Plan Approval and as updated for the Project and referenced in **Exhibit C** attached hereto.

Section 2.03 Fire/Public Safety. Within five (5) days of the full execution of this Development Agreement, the Owner shall make an initial \$25,000 mitigation payment to the City (“First Public Safety Payment”). Thereafter, upon the earlier to occur of (i) the issuance of a certificate of occupancy for the first new commercial building within the Project or (ii) the passage of 36 months from the date of this Development Agreement, the Owner shall promptly make a second mitigation payment of \$75,000 to the City (“Second Public Safety Payment”) which shall be received by the City within seven (7) days of the applicable occurrence. The proceeds of the First Public Safety Payment and Second Public Safety Payment may be used by the City to further the planning, acquisition, design and/or construction of a new fire station on the City’s west side or for other public safety measures. When the payments are delivered to the City, the City Council will be

notified by the Owner, and the City Council will transfer such payments into a Public Safety Account or other account of its choosing.

Section 2.04 Environmental Strategies. As design of the Project is only at a conceptual stage, the Owner agrees to proactively consider implementation of a comprehensive array of environmental strategies in connection with each application for site plan approval of any new Component, in furtherance of the following goals intended to improve sustainability and to enhance protection of the adjacent natural resources:

- Reduction of individually occupied vehicles accessing the site;
- Reduction of the use of other resources used by property occupants (water, sewer, electricity), including through the incorporation of renewable energy facilities (such as solar, wind and geothermal energy sources);
- Encouragement of various program types (housing, office, service retail) to allow occupants to stay on site;
- Management and mitigation of the impacts of flooding on the site and adjacencies;
- Implementation of best practice stormwater management measures; and
- Enhancement of the quality of natural resources on and adjacent to the property.

The specific environmental strategies employed for each Component will be informed by the summary attached hereto as **Exhibit D** (the “Environmental Strategies”) and identified in plans and documentation to be submitted to and reviewed by the Marlborough City Council in the course of the site plan approval process. In order to enhance the Property, the Owner agrees to diligently pursue and, to the extent practicable, implement at its sole cost and expense measures consistent with the Environmental Strategies.

Section 2.05 All mitigation payments or contributions made pursuant to this Development Agreement shall be non-refundable.

### **ARTICLE III. PEDESTRIAN AND VEHICULAR INTERCONNECTIVITY**

Section 3.01 Internal Roadways and Common Areas. The Condominium Documents set forth certain easements and maintenance obligations with respect to the shared roadways and pedestrian walkways located on the Campus Site. Notwithstanding the foregoing, the Owner shall have the right to terminate or modify from time to time the Condominium Documents, provided that a replacement agreement or agreements are put in place with respect to the Property (in the Owner’s reasonable discretion) to ensure the ongoing maintenance of all internal roadways in accordance with §650-33(J)(1) of the Zoning Ordinance.

Section 3.02 Public Access and Connectivity. Within any application for site plan approval for a Component of the Project, the Owner or applicant shall include specific plan details for pedestrian and bicycle facilities relating to that Component on the Property that are intended to be open to or accessible by the public, subject to Owner’s rules and regulations. In order to enhance public safety and access outside of the internal site roadways and access drives on the Property, upon receipt of the First Public Safety Payment, the City shall (at no out of pocket cost to the City), with the cooperation of the Owner, evaluate all necessary procedures to accept Martinangelo Drive and that certain portion of Campus Drive as a public way, in order to provide uninterrupted and



continuous public access and connectivity between Forest Street and Simarano Drive. Such evaluation may include recommendations for any necessary geometric roadway improvements to separate Campus Drive from Martinangelo Drive and inspection of the roadway by the City's Department of Public Works Engineering Division. Any required improvements or significant deficiencies relative to acceptance as a public way in the roadways or utilities identified by the Engineering Division shall be reported to the Owner. Thereafter, if both parties agree to proceed, the Owner and City shall cooperate to take necessary actions to allow for acceptance by the City of this portion of the roadway, with the Owner responsible for the necessary improvements or repairs as well as for the preparation of necessary plans, deeds and documentation in accordance with established procedures, with all associated costs borne by the Owner.

Section 3.03 Public Financing. To assist the City in economic development activities, the Owner shall (at no out of pocket cost to the Owner) cooperate with and support the City in its application to obtain grant financing or public monies for public infrastructure improvements which monies provide a direct or indirect benefit to the Property. The City may (at its discretion and at no out of pocket cost to the City) cooperate with and support the Owner in its application to obtain any required state permits and approvals for the Project, provided that nothing herein shall limit the City's rights to review the Project pursuant to applicable law.

#### **ARTICLE IV. MISCELLANEOUS**

Section 4.01 Term. The Owner, for itself and its nominees, successors, and assigns, hereby imposes on the Property the limitations and obligations set forth in this Development Agreement. The terms hereof shall bind the Property (and any Development Parcel) for a period of thirty (30) years from the date when this Development Agreement is recorded with the Registry, which Development Agreement shall be senior in priority to any liens, encumbrances or mortgages. It is the intention of the parties that, except as otherwise set forth herein, the Development Agreement shall run with the Property for said thirty (30) years, notwithstanding any foreclosure of any lien on the Property by any entity. The Development Agreement is subject to the terms of M.G.L. Chapter 184, as hereinafter provided.

Section 4.02 Successors and Assigns; Binding Effect; Enforcement. The Owner may convey any Development Parcel(s) to any successor entity(ies), upon which transfer, such new entity(ies) shall be deemed an "Owner" of such Development Parcel(s), and the use of the term "Owner" herein shall be deemed to collectively include any such successor entity(ies), including but not limited to, the Residential Site Developer. The Owner shall provide notice to the City of any such transfer which shall: identify the successor entity, the transferred Development Parcel(s), and an executed acknowledgement by the successor entity that it is bound by this Development Agreement and that the City may enforce its terms against such successor entity. Each and every term, condition and provision hereof shall be fully enforceable and binding on the City and the Property (and/or each Development Parcel, as applicable). The City shall have the right to enforce the terms of this Development Agreement against the Owner, its nominees, successors, and assigns. The City shall also have the right to enforce the terms hereof insofar as they pertain to the Owner of each Development Parcel, and its nominees, successors, and assigns. The City may elect to exercise such rights by appropriate legal proceedings for monetary and/or injunctive and other equitable relief against any violation by such Owner, including, without limitation, specific performance and/or relief requiring removal of any improvements constructed on such

Development Parcel in violation of the terms hereof (it being agreed that the City has no adequate remedy at law), and such right shall be in addition to, and not in limitation of, any and all other rights and remedies available to the City in law and in equity. A default hereunder by the Owner of a Development Parcel(s) shall not constitute a default hereunder by the Owner of any other Development Parcel(s), and the City shall have no right to enforce the terms hereof against the Owner of a Development Parcel except in the event of a violation related to the Development Parcel(s) owned by such Owner, unless the default arises from an obligation that is applicable generally to the Property. The City shall have the option to enforce the terms hereof, but does not have the obligation to do so. By its acceptance of this Development Agreement, the City does not undertake any liability or obligation relating to the condition of the Property, nor does the City's execution of this Development Agreement operate as a waiver of the requirements of any state or local laws, rules, regulations, or ordinances applicable to the use of the Property or any part thereof. The Owner of any Development Parcel(s) shall reimburse the City for all reasonable costs and expenses (including, without limitation, attorneys' fees) incurred by the City in enforcing this Development Agreement against such Owner and/or its Development Parcel(s) or in remedying or abating any violation on such Development Parcel(s), provided that such Owner is adjudged to be in violation of this Development Agreement by a court of competent jurisdiction or such Owner acknowledges the same. The provisions of this Section shall survive the expiration or earlier termination of this Development Agreement.

The Owner shall forego any actions at law or equity attempting to contest the validity or prevent the enforceability of any provisions of this Development Agreement and shall procure written acknowledgment that such forbearance shall bind any nominee, successor, or assign. Such forbearance shall not preclude the Owner from bringing any action to enforce the terms of the Development Agreement.

Section 4.03 Opportunity to Cure. Failure by the Owner of any Development Parcel(s) to perform any term or provision of this Development Agreement shall not constitute a default under this Development Agreement unless and until the defaulting Owner fails to commence to cure, correct or remedy such failure within fifteen days of receipt of written notice of such failure from the other City and thereafter fails to complete such cure, correction, or remedy within sixty days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such sixty-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Owner exercises due diligence in the remedying of such default. Notwithstanding the foregoing, the Owner shall cure any monetary default hereunder within thirty days following the receipt of written notice of such default from the City.

Section 4.04 Limitations on Liability. The obligations of the Owner does not constitute personal obligations of its members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The City shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Development Agreement or otherwise. The liability of the Owner is in all cases limited to their interest in the Property at the time such liability is incurred and shall not extend to any other portion of the Property for which another owner would be liable.

Section 4.05 No Public Grant. Except as provided in Section 3.02 above, the restrictions hereby conveyed do not grant to the public in general any right to enter the Property. All rights not expressly granted hereby are reserved to the Owner of each Development Parcel, including, without limitation, fee ownership of the Property.

Section 4.06 Attorney's Fees. Each of the parties hereto shall be responsible for their own attorney's fees incurred in connection with the preparation and review of this Development Agreement.

Section 4.07 Estoppel Certificate. The City agrees from time to time to execute a certificate in form and substance reasonably satisfactory to the Owner of any Development Parcel evidencing such Owner's compliance with the terms and conditions of this Development Agreement, provided that such Owner is then, in fact, in compliance with the terms and provisions of this Development Agreement, and if not, such certificate shall specify such Owner's non-compliance, or City's inability to verify compliance status.

Section 4.08 Recording; Amendment. The Owner, at its sole expense, shall record this Development Agreement at the Registry. This Development Agreement can only be modified if such modification is in writing signed by the City, the Owner and, if applicable, the owner(s) of all Development Parcels affected by such modification.

Section 4.09 Notices. Any notices hereunder shall be in writing and shall be deemed duly given upon receipt if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the City or the Owner, as applicable, at the addresses set forth below; provided, however, that the City, the Owner and/or any Owner of a Development Parcel may, from time to time, designate an additional or substitute address for such notices (provided, that such designation must be made by notice given in accordance with the foregoing).

To the City of Marlborough:

City of Marlborough  
140 Main Street  
Marlborough, MA 01752  
Attention: Mayor

With a copy (which shall not constitute notice) to:

City of Marlborough  
140 Main Street  
Marlborough, MA 01752  
Attention: City Solicitor's Office

To Owner:

BH GRP TCAM Owner, LLC  
c/o Greatland Realty Partners LLC  
One Federal Street, 18<sup>th</sup> Floor



Boston, MA 02110  
 Attention: Kevin T. Sheehan, Managing Partner

With a copy to:  
 Goulston & Storrs PC  
 400 Atlantic Avenue  
 Boston, MA 02110  
 Attn: Peter Tamm, Esq.

To Residential Site Developer:

AvalonBay Communities, Inc.  
 600 Atlantic Avenue, 20<sup>th</sup> Floor  
 Boston, MA 02210  
 Attention: David O. Gillespie  
 Vice President- Development

With a copy to:  
 Goulston & Storrs PC  
 400 Atlantic Avenue  
 Boston, MA 02110  
 Attn: Steven Schwartz, Esq.

Section 4.10 Governing Law. This Development Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 4.11 Counterparts; Signatures. This Development Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

Section 4.12 Force Majeure. The Owner shall not be considered to be in breach of this Development Agreement for so long as the Owner is unable to complete any work or take any action required hereunder due to a *force majeure* event or other events beyond the reasonable control of the Owner.

Section 4.13 City Council Approval and Authorization. The City Council hereby approves the provisions of this Development Agreement, which approval shall be set forth in an order to be recorded herewith by the Owner at its sole expense, with a copy of the recorded document to be provided to the City Solicitor's Office. The City Council hereby authorizes the Mayor to execute this Development Agreement on the City's behalf, and to monitor and enforce compliance by the Owner and by the Owner of each Development Parcel with the Development Agreement's terms and conditions.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this instrument is sealed and delivered as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

**OWNER:**

BH GRP TCAM Owner, LLC, a Delaware limited liability company

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

Name: Kevin T. Sheehan

Title: Authorized Real Estate Signatory

**THE COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss,

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me, the undersigned notary public, personally appeared Kevin T. Sheehan, as Authorized Real Estate Signatory of BH GRP TCAM Owner, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of BH GRP TCAM Owner, LLC.

Notary Public

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

**CITY:**

The City of Marlborough

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

Name: Arthur G. Vigeant

Title: Mayor

**THE COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss,

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me, the undersigned notary public, personally appeared Arthur G. Vigeant, as Mayor of the City of Marlborough, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the City of Marlborough.

Notary Public

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

**EXHIBIT A**

## Legal Description

## TRACT I:

A certain parcel of land located on the easterly sideline of Forest Street, northerly sideline of Martinangelo Drive and the westerly sideline of Simarano Drive.

Beginning at an iron pin on the Westerly side of Simarano Drive marking the Northeasterly corner of the herein described parcel at land now or formerly of Forest Realty Trust;

- THENCE Southerly following a curve to the right having a radius of 417.49 feet for a length of 130.09 feet to a point;
- THENCE S 04° 02' 51" W 235.92 feet to a point;
- THENCE Southerly following a curve to the left having a radius of 707.90 feet for a length of 391.82 feet to a point at Martinangelo Drive, the last three courses following said Simarano Drive;
- THENCE Southwesterly following a curve to the right having a radius of 25.00 feet for a length of 37.39 feet to a point;
- THENCE S 58° 01' 49" W 24.20 feet to a point;
- THENCE Southwesterly following a curve to the left having a radius of 530.00 feet for a length of 326.54 feet to a point;
- THENCE S 22° 43' 48" W 183.04 feet to a point;
- THENCE Southwesterly following a curve to the right having a radius of 400.00 feet for a length of 567.55 feet to a point;
- THENCE N 75° 58' 29" W 447.54 feet to a point;
- THENCE Northwesterly following a curve to the right having a radius of 25.00 feet for a length of 34.52 feet to a point at Forest Street, the last seven courses following said Martinangelo Drive;
- THENCE Along said Forest Street N 03° 07' 56" E 145.28 feet to a point at land now or formerly of Special Olympics Massachusetts, Inc.;
- THENCE S 72° 30' 51" E 183.28 feet to a point;
- THENCE S 87° 13' 33" E 127.09 feet to a point;
- THENCE N 02° 46' 27" E 491.15 feet to a point;

THENCE N 87° 13' 33" W 110.55 feet to a point;

THENCE N 18° 07' 14" E 679.81 feet to a point at land now or formerly of BND Realty, LLC, the last five courses following said land of Special Olympics Massachusetts, Inc.;

THENCE S 52° 29' 33" E 385.60 feet to an iron pin;

THENCE N 24° 55' 36" E 400.00 feet to an iron pin at said land of Forest Realty Trust, the last two courses following said land of BND Realty, LLC;

THENCE S 77° 37' 05" E 84.75 feet to a point;

THENCE S 78° 12' 16" E 165.60 feet to said iron pin at Simarano Drive marking the point and place of beginning, the last two courses following said land of Forest Realty Trust.

The herein described parcel containing 23.88 acres, is depicted as Lot 1A on Plan 393 of 2008 recorded at the Middlesex Registry of Deeds Southern District.

#### TRACT II:

A certain parcel of land located on the easterly sideline of Forest Street, southerly sideline of Martinangelo Drive and the westerly sideline of Simarano Drive.

Beginning at a point at the northwesterly corner of Tract II, said point being a point on a curve at the intersection of Forest Street and Martinangelo Drive;

THENCE Northerly, easterly and southeasterly and curving to the right along the arc of a curve having a radius of 25.00 feet, a length of 41.64 feet by said Martinangelo Drive to a point of tangency;

THENCE S 75° 58' 29" E a distance of 430.51 feet to a point of curvature;

THENCE Southeasterly, easterly and northeasterly and curving to the left along the arc of a curve having a radius of 460.00 feet, a length of 652.68 feet to a point of tangency;

THENCE N 22° 43' 48" E a distance of 183.04 feet to a point of curvature;

THENCE Northeasterly and curving to the right along the arc of a curve having a radius of 470.00 feet, a length of 289.57 feet to a point of tangency;

THENCE N 58° 01' 49" E a distance of 24.20 feet to a point of curvature;

THENCE Northeasterly, easterly and southerly and curving to the right along the arc of a curve having a radius of 25.00 feet, a length of 37.39 feet to a point of reverse curvature at Simarano Drive, the previous seven (7) courses bounding by said Martinangelo Drive;

THENCE Southerly and southeasterly and curving to the left along the arc of a curve having a radius of 707.90 feet, a length of 215.58 feet to a point of tangency;

THENCE S 53° 43' 17" E a distance of 1,041.48 feet to a point on a stone wall at land now or formerly of Jeremiah 29 LLC, the previous two (2) courses bounding by said Simarano Drive;

THENCE S 63° 50' 08" W a distance of 75.64 feet to a drill hole in said stone wall;

THENCE S 04° 29' 23" W a distance of 212.08 feet to a drill hole in said stone wall;

THENCE S 04° 19' 01" W a distance of 182.90 feet to a point in said stone wall;

THENCE S 05° 59' 39" W a distance of 81.42 feet to a drill hole in said stone wall;

THENCE S 07° 31' 20" W a distance of 100.55 feet to a drill hole at land now or formerly of Synopsys Inc., the last five (5) courses following said land of Jeremiah 29, LLC;

THENCE S 11° 59' 50" W a distance of 172.03 feet to a drill hole in said stone wall;

THENCE S 10° 48' 13" W a distance of 97.40 feet to a drill hole in said stone wall;

THENCE S 32° 52' 04" E a distance of 53.51 feet to a drill hole in said stone wall;

THENCE S 22° 42' 21" W a distance of 261.50 feet to a drill hole in said stone wall;

THENCE S 23° 57' 00" W a distance of 253.47 feet to a drill hole at the end of said stone wall, the previous five (5) courses following said land of Synopsys Inc.;

THENCE partly by said land of Synopsys, Inc. and partly by land now or formerly of 445 Simarano Drive Marlborough LLC S 10° 40' 44" W a distance of 1,200.67 feet to a drill hole in a stone wall at land now or formerly of Astor Group, LLC;

THENCE N 11° 09' 41" W a distance of 175.44 feet by said land of Astor Group, LLC to a drill hole in said stone wall;

THENCE partly by said land of Aster Group, LLC and partly by land now or formerly of Cil Cedar, LLC N 12° 50' 20" W a distance of 231.07 feet to a point;

THENCE N 15° 08' 40" W a distance of 274.10 feet to a point at the end of said stone wall;

THENCE N 18° 18' 39" W a distance of 118.80 feet to a point

THENCE N 87° 39' 22" W a distance of 204.49 feet to a drill hole;

THENCE N 86° 27' 30" W a distance of 105.17 feet to a point;

THENCE N 82° 27' 30" W a distance of 90.14 feet to a point;

THENCE N 86° 57' 30" W a distance of 259.33 feet to a point, the previous seven (7) courses bounding by said land of Cil Cedar, LLC;

THENCE partly by said land of Cil Cedar, LLC and partly by land now or formerly of CPI 261 Cedar, LLC N 85° 57' 30" W a distance of 248.86 feet to a drill hole in a stone wall;

THENCE N 14° 18' 09" E a distance of 259.97 feet to a drill hole in said stone wall;

THENCE N 14° 54' 29" E a distance of 287.62 feet to a point on said stone wall;

THENCE N 83° 36' 37" W a distance of 151.25 feet to a point on said stone wall;

THENCE N 85° 59' 27" W a distance of 158.45 feet to a drill hole in said stone wall;

THENCE N 85° 48' 35" W a distance of 260.31 feet to a drill hole in said stone wall, the last five courses following said land of CPI 261 Cedar, LLC;

THENCE partly by said land of CPI 261 Cedar, LLC and partly by land now or formerly Yellow Brick, LLC N 86° 16' 15" W a distance of 238.14 feet to a point in said stone wall;

THENCE N 21° 41' 00" E a distance of 313.82 feet to a point on said stone wall;

THENCE N 14° 49' 11" E a distance of 63.74 feet to a point on said stone wall;

THENCE N 01° 02' 29" E a distance of 25.09 feet to a point on said stone wall;

THENCE N 23° 24' 36" W a distance of 48.67 feet to a drill hole in said stone wall;

THENCE N 62° 09' 55" W a distance of 420.64 feet to an iron pin at Forest Street, the previous five (5) courses following said land of Yellow Brick, LLC;

THENCE N 27° 50' 05" E a distance of 290.79 feet to a point;

THENCE N 25° 21' 33" E a distance of 239.45 feet to a point of curvature;

THENCE Northeasterly, northerly, and westerly and curving to the left along the arc of a curve having a radius of 870.00 feet, a length of 254.52 feet to the point of beginning. The previous three (3) courses bounding along said Forest Street.

The herein described parcel, containing 97.28 acres is depicted as Lot 2 on Plan 1121 of 1995 recorded at the Middlesex Registry of Deeds Southern District.

**EXHIBIT B**  
**MASTER CONCEPT PLAN**

*[See enclosed plan]*



## EXHIBIT C

### TRANSPORTATION MITIGATION

Location / Subject	Specific Requirements
Simarano Drive at Site Driveway (Campus Drive) intersection	<ul style="list-style-type: none"> <li>• <b>Ongoing:</b> Once per year, monitor traffic entering and exiting site. Submit results to City Engineer's Office and MassDOT District 3 office.</li> <li>• <b>At six months, and again, at one year, after occupancy of 100k square feet (sf) of any new Project Component containing a commercial-use on the Property:</b> Monitor traffic entering and exiting all site drives.</li> <li>• <b>At six months after occupancy of 200k, 400k, 600k sf of new Project-related commercial building development :</b> Perform a signal warrant analysis re: necessity of signal and any necessary roadway improvements at Simarano Drive/Campus Drive intersection.</li> <li>• <b>If and when required (based on ongoing monitoring) and requested by the City Engineer:</b> Install a signal or any necessary turning lanes at Simarano Drive/Campus Drive intersection.</li> </ul>
Ames Street / Simarano Drive at Forest Street Intersection	<ul style="list-style-type: none"> <li>• <b>Upon occupancy of 400k sf of new Project-related commercial building development:</b> Submit traffic report to the City Engineer documenting the operations of this intersection and recommend improvements to address documented safety and/or operational issues.</li> <li>• <b>Upon review and approval of report by the City Engineer:</b> Complete any necessary improvements to intersection.</li> </ul>
Simarano Drive / I-495 Ramp Intersection	<ul style="list-style-type: none"> <li>• <b>Upon receipt of first occupancy permit for any Project Component containing a commercial-use:</b> Provide \$40,000 to the City for the use in conducting a planning study of this intersection. If needed, the City Council, on advice from the City Engineer, could designate a different intersection or corridor or other use for which to designate such funds, if it was determined by the City that there was a higher priority need for such funding. Once received the City Council will transfer funds to a fund of the Council's designation.</li> </ul>
Simarano Drive Corridor	<ul style="list-style-type: none"> <li>• <b>Upon occupancy of 200k sf of new Project-related commercial building development:</b> Prepare transportation planning study for entire Simarano Drive corridor for submission to the City Engineer.</li> <li>• <b>Ongoing:</b> Reserve strip of land along Simarano Drive to permit future four-lane cross-section along its entire frontage.</li> </ul>
Transportation Demand Management (TDM) Program / other Traffic Mitigation Measures	<ul style="list-style-type: none"> <li>• <b>Continuously:</b> Continue to provide TDM services as highlighted in March 2005 Traffic Impact Study. Work with other employers in the area to form a Transportation Management Association (TMA) in an effort to reduce vehicle trips to the region as a whole.</li> </ul>

## EXHIBIT D

### ENVIRONMENTAL STRATEGIES

Overall Site Planning, Development and Management	Strategy
Reduce urban heat island effects	New construction to explore use of light color hardscape materials, light color roofs, and installation of shade trees in development area. Minimize the removal of existing trees.
Reduce outdoor water use	Irrigation wells and/or rainwater harvesting shall be used where possible to separate irrigation systems from potable water supply. Residential project to implement low-flow, drip, or smart irrigation system. Develop a comprehensive landscaping plan for the park and utilize native, drought tolerant landscaping to reduce irrigation demand.
Stormwater management	Annual maintenance of the storm water systems to be performed per an approved stormwater management plan, with annual reporting submitted to the City Engineer.
Electric vehicle charging	Existing electric vehicle charging stations at the Campus Site to remain. 5% of total new parking for residences to be equipped for electric vehicle charging.
Site energy saving	All new site lighting shall be low energy site lighting with minimal lighting spill / dark sky fixtures.
Reduction of individual vehicular access to site	Implement Transportation Demand Management (TDM) Program, which shall include participation in the MetroWest Regional Transit Authority.
Manage landscapes using natural materials and reduce use of chemicals for landscaping and maintenance	Use native and adaptive plantings and natural fertilizers, if needed.
Individual Building Development	Strategy
Design and construction of buildings with reduced consumption of water and sewer services	All future Components will be equipped with low water use fixtures where possible.
Design and construction of buildings with very high energy efficiency	<u>Residential Component:</u> Designed for ENERGY STAR certification LED lighting in place of incandescent lighting Equipped with programmable, smart thermostats Energy efficient windows, appliances and bath fans throughout.
Minimize waste	Plan construction to minimize waste, and recycle construction waste when possible. Develop and maintain onsite recycling program.
Bicycle Facilities	Install convenient on-site bicycle parking/facilities and provide appropriate striping and signage, to enhance safety and the shared use of the roadways on the Site.

## DEVELOPMENT AGREEMENT

This Development Agreement (the "Development Agreement") is entered into as of the \_\_\_\_ day of \_\_\_\_\_, 2021, by BH GRP TCAM Owner, LLC, a Delaware limited liability company (~~together with its successors in interest, each an~~ hereinafter with any nominee, successor, or assign, the "Owner") and the City of Marlborough, Massachusetts (the "City").

### RECITALS

WHEREAS, Owner is the owner of approximately 120 acres of land located at 100, 110, 250 and 350 Campus Drive, Marlborough, Middlesex County, Massachusetts, as more particularly described in Exhibit A attached hereto (the "Property"), which Property comprises two tracts of land bisected by a private way known as Martinangelo Drive (the tract of land to the north of Martinangelo Drive being referred to herein as the "Residential Site" and the tract of land to the south of Martinangelo Drive being referred to herein as the "Campus Site"); and

WHEREAS, the Owner's title to (i) the Residential Site is pursuant to a deed recorded with the Middlesex South District Registry of Deeds (the "Registry") in Book 74877, Page 462; and (ii) the Campus Site is pursuant to a deed recorded with Registry in Book 74877, Page 455; and

WHEREAS, the Campus Site is subjected to a condominium form of ownership pursuant to a Master Deed dated November 10, 2004 and recorded in the Registry in Book 44111, Page 102 and a Declaration of Trust dated November 10, 2004 and recorded in the Registry in Book 44111, Page 142 (collectively, the "Condominium Documents"); and

WHEREAS, the Property may constitute one or more parcels or condominium units from time to time (each, hereinafter a "Development Parcel"); and

WHEREAS, the Campus Site is currently developed by commercial buildings comprising approximately 550,000 square feet of office space constructed as Phase I of the Campus at Marlborough master development (the "Master Development") pursuant to a June 1997 Site Plan Approval (the "Phase I Site Plan Approval"); and

WHEREAS, the development of additional commercial development has previously been authorized upon the Campus Site pursuant to a Site Plan Approval (SP-2005-0016) issued on November 22, 2005 by the Marlborough Site Plan Review Committee (the "SPRC") for Phase II of the Master Development (as modified as described below, the "Phase II Site Plan Approval", and together with the Phase I Site Plan Approval, the "Existing Site Plan Approval"), permitting the construction of an additional 650,000 square feet of office space and 2,528 net new parking spaces on the Campus Site; and

WHEREAS, on December 19, 2005, the Marlborough City Council issued a Sewer Connection Permit allowing up to 50,232 gallons per day (GPD) of wastewater discharge from Phase II of the Master Development (the "Sewer Connection Permit"), in addition to 64,875 GPD from Phase I of the Master Development, for a total of 115,107 GPD for the Campus Site, of which approximately 60,000 gallons per day (GPD) remain available for use; and



WHEREAS, although the buildings and improvements authorized by the Sewer Connection Permit and the Phase II Site Plan Approval have not yet been constructed (except for the parking facility currently under construction as described below), both of these approvals have been extended by the City Council a number of times, most recently on November 5, 2018, and were automatically tolled during the State of Emergency relating to the COVID-19 Pandemic pursuant to Section 17(b)(iii) of Chapter 53 of the Acts of 2020, such that both the Sewer Connection Permit and the Phase II Site Plan Approval remain in effect through March 9, 2022; and

WHEREAS, on July 7, 2021, the SPRC approved a modification of the Phase II Site Plan Approval to allow for the construction of an approximately 312-space (including 197 net new spaces), four-story structured parking facility containing approximately 84,200 square feet of floor area which is currently under construction (such parking facility, once completed, together with the approximately 550,000 square feet of existing office buildings, the "Existing Improvements"), and no other improvements have been constructed under the Phase II Site Plan Approval; and

WHEREAS, on June 7~~14~~, 2021, the City Council rezoned the Property to be included as "Subdistrict 2" within the Results Way Mixed Use Overlay District (the "Overlay Zoning"), as set forth in Section 650-33 (originally adopted by the City on December 21, 2012 and last amended on June 14, 2021) of the Zoning Ordinance of the City of Marlborough, Massachusetts (the "Zoning Ordinance") ~~originally adopted by the City on December 21, 2012 and amended on June 7, 2021;~~; and

WHEREAS, the Owner now intends to complete the master-planned development of the Property by the construction of buildings and structures thereon (each, a "Component") constituting the mixed use development or "MUD" in said Subdistrict 2 to be used for a variety of uses including, without limitation, office, biomanufacturing, research and development, multifamily residential, retail and restaurant uses (the "Project"), to be located on one or more Development Parcels, all pursuant to the Overlay Zoning and in accordance with this Development Agreement; and

WHEREAS, the City has approved that certain master concept plan depicting the Project and the Existing Improvements entitled, "Master Concept Plan RWMUOD Subdistrict 2" dated October 25, 2021, prepared by VHB (the "Master Concept Plan") and included as **Exhibit B**; and

WHEREAS, as required under the terms of the Overlay Zoning, the Owner agrees to impose on the Property the limitations set forth herein, for the benefit of the City, which shall have the power to enforce the terms hereof; and

WHEREAS, the Owner and the City wish to set forth herein their agreement on the aforementioned matters; and

NOW, THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Owner hereby declares the following development restrictions on the Property, and the Owner and the City agree as follows:



## AGREEMENT

### ARTICLE I. IMPLEMENTATION OF PROJECT

Section 1.01 Site Plan Approval. All components of the Project shall hereinafter require site plan approval from the City Council in accordance with the requirements of the Overlay District Zoning. It is the intent of the parties that the Owner's (or its designee's) first commercial application for site plan approval for a new commercial use Component of the Project on the Campus Site under the regulations of the Overlay District Zoning will also include and incorporate the Existing Improvements. Approval of such Component of the Project's site plan by the City Council under the regulations of the Overlay District Zoning shall supersede the Existing Site Plan Approval, which shall then no longer govern the Existing Improvements. For the avoidance of doubt, upon such approval, the Existing Improvements will be governed by the regulations of the Overlay District Zoning and no longer be subject to the requirement of a Large Tract Development Lot as set forth in Section 650-5B{63} of the Zoning Ordinance that the Campus Site be held in "common ownership."

Section 1.02 Third Party Consultants. The City Council, in connection with its review of any special permit and/or site plan review application submitted in connection with any Component(s) under the terms of the Overlay Zoning, shall be permitted to retain the experts and consultants reasonably determined by the City Council as necessary to conduct an appropriate review of any such application. The reasonable costs and expenses of such experts and consultants shall be paid by the Owner of the Development Parcel(s) upon which such Component is located. The City Council shall provide such Owner with the Council's selected name, scope of services and projected costs of the expert or consultant it proposes to retain. Such Owner shall have five (5) business days, from the date of such Owner's receipt of the City Council's proposed selection, to approve or object to that proposed selection, and any such objection shall be in writing and shall specify the reasons for objection. If the Owner fails to object, the Owner shall be deemed to have approved the City Council's selection. If the Owner objects and the basis for objection cannot be resolved, the City Council shall provide the Owner with an alternative selection. An Owner shall, within thirty (30) calendar days of such Owner's receipt, pay any invoice provided to such Owner by the City Council relating to services provided by a selected expert or consultant that has been approved pursuant to the foregoing, in connection with a special permit and/or site plan review application submitted in connection with any Development Parcel(s) owned by such Owner.

Section 1.03 Project Phasing. The Owner is currently proceeding with construction of the four-story parking structure described above to enhance and support the Existing Improvements. Additional Project phases and Components are identified on the Master Concept Plan. Although market conditions will dictate the phasing of the further development of the Property, at present it is envisioned that planning, permitting and construction of both the Residential Component and Bio-Ring Building 5, each as shown generally on the Master Concept Plan, will proceed within one (1) year of the execution date of this Development Agreement.



Section 1.04 Sewer. Notwithstanding the validity of the Sewer Connection Permit, upon application for site plan approval, and/or connection for water or sewer, of any Component of the Project, the Owner or proponent's designee shall make such application subject to all established laws, ordinances, rules, procedures and fees generally applicable for water and sewer connections in the City, as may be amended from time to time. Upon issuance of a site plan approval for such the first Project Component(s), the Sewer Connection Permit shall be allowed to lapse null and void, without recourse against the City for any reimbursement or monetary claim.

## ARTICLE II. REQUIRED MITIGATION

Section 2.01 Housing. The owner/developer of the Residential Site ~~“(the “Residential Site Developer”)~~ shall make a one-time payment to the City prior to the issuance of any building permit for the construction of a residential dwelling unit on the Residential Site equal to \$300,000.00 (\$3,000.00 per residential dwelling unit ~~“.”~~) such amounts being referred to as the “Residential Development Contribution”, to be used by the City, acting by and through the City Council, to assist in the identification and implementation of zoning, economic and other strategies to foster professional, retail and commercial development initiatives. ~~“The Residential or for the development of affordable housing which may include, without limitation, the preparation of a housing production plan in accordance with the rules and regulations of the Massachusetts Department of Housing and Community Development and the funding of the implementation of the goals and objectives set forth in such plan, in accordance with the Overlay Zoning. The Residential Development~~ Contribution shall be due and payable (i) prior to the issuance of a building permit for the applicable residential dwelling unit and (ii) to any fund or funds that may be designated by the City prior to the submission of such payment. The payment of the Residential Development Contribution by the Residential Site Developer is made in recognition of the benefits to the Property of such undertakings by the City and shall be the exclusive payment required for the subject matter of this paragraph notwithstanding anything in the City of Marlborough Zoning Ordinance to the contrary, as the same may be amended. When the payment is received by delivered to the City, the City Council will be notified by the Residential Site Developer, and the City Council will designate a fund (possibly Public Safety) within which to transfer this payment.

Section 2.02 Transportation. Analysis prepared in connection with the Project as shown on the Master Concept Plan indicates that the completion and occupancy of the Project is expected to result in a moderate decrease in peak hour traffic relative to the traffic impacts assessed in connection with the Phase II Site Plan Approval. Notwithstanding this anticipated reduction in projected peak hour traffic impacts, the Owner shall be responsible for performing all remaining transportation monitoring, funding and mitigation actions as previously required by the Phase II Site Plan Approval and as updated for the Project and referenced in Exhibit C attached hereto.

Section 2.03 Fire/Public Safety. Within five (5) days of the full execution of this Development Agreement, the Owner shall make an initial \$25,000 mitigation payment to the City (“First Public Safety Payment”). Thereafter, upon the earlier to occur of (i) the issuance of a certificate of occupancy for the first new commercial building within the Project or (ii) the passage of 36 months from the date of this Development Agreement, the Owner shall promptly make a second mitigation payment of \$75,000 to the City (“Second Public Safety Payment”) which shall be received by the City within seven (7) days of the applicable occurrence. The proceeds of the First Public Safety



Payment and Second Public Safety Payment may be used by the City to further the planning, acquisition, design and/or construction of a new fire station on the City's west side or for other public safety measures. When the payments are ~~received by~~delivered to the City, the City Council will be notified ~~and by the Owner, and the City Council~~ will transfer such payments into a Public Safety Account or other account of ~~their~~its choosing.

Section 2.04 Environmental Strategies. As design of the Project is only at a conceptual stage, the Owner agrees to proactively consider implementation of a comprehensive array of environmental strategies in connection with each application for site plan approval of any new Component, in furtherance of the following goals intended to improve sustainability and to enhance protection of the adjacent natural resources:

- Reduction of individually occupied vehicles accessing the site;
- Reduction of the use of other resources used by property occupants (water, sewer, electricity), including through the incorporation of renewable energy facilities (such as solar, wind and geothermal energy sources);
- Encouragement of various program types (housing, office, service retail) to allow occupants to stay on site;
- Management and mitigation of the impacts of flooding on the site and adjacencies;
- Implementation of best practice stormwater management measures; and
- Enhancement of the quality of natural resources on and adjacent to the property.

The specific environmental strategies employed for each Component will be informed by the summary attached hereto as **Exhibit D** (the "Environmental Strategies") and identified in plans and documentation to be submitted to and reviewed by the Marlborough City Council in the course of the Site Plan Approval~~site plan approval~~ process. In order to enhance the Property, the Owner agrees to diligently pursue and, to the extent practicable, implement at its sole cost and expense measures consistent with the Environmental Strategies.

Section 2.05 All mitigation payments or contributions made pursuant to this Development Agreement shall be non-refundable.

### **ARTICLE III. PEDESTRIAN AND VEHICULAR INTERCONNECTIVITY**

Section 3.01 Internal Roadways and Common Areas. The Condominium Documents set forth certain easements and maintenance obligations with respect to the shared roadways and pedestrian walkways located on the Campus Site. Notwithstanding the foregoing, the Owner shall have the right to terminate or modify from time to time the Condominium Documents, provided that a replacement agreement or agreements are put in place with respect to the Property (in the Owner's reasonable discretion) to ensure the ongoing maintenance of all internal roadways in accordance with ~~§650-33J~~(33(J))(1) of the Zoning Ordinance.

Section 3.02 Public Access and Connectivity. Within any application for site plan approval for a Component of the Project, the Owner or applicant shall include specific plan details for pedestrian and bicycle facilities relating to that Component on the Property that are intended to be open to or accessible by the public, subject to Owner's rules and regulations. In order to enhance public safety and access outside of the internal site roadways and access drives on the Property,



upon receipt of the First Public Safety Contribution Payment, the City shall ~~(at no out of pocket cost to the City)~~, with the cooperation of the Owner, evaluate all necessary procedures to accept Martinangelo Drive and that certain portion of Campus Drive as a public way, in order to provide uninterrupted and continuous public access and connectivity between Forest Street and Simarano Drive. Such evaluation may include recommendations for any necessary geometric roadway improvements to separate Campus Drive from Martinangelo Drive and inspection of the roadway by the City's Department of Public Works Engineering Division. Any required improvements or significant deficiencies relative to acceptance as a public way in the roadways or utilities identified by the Engineering Division shall be reported to the Owner. Thereafter, if both parties agree to proceed, the Owner and City shall cooperate to take necessary actions to allow for acceptance by the City of this portion of the roadway, with the Owner responsible for the necessary improvements or repairs as well as for the preparation of necessary plans, deeds and documentation in accordance with established procedures ~~, with all associated costs borne by the Owner.~~

Section 3.03 Public Financing. To assist the City in economic development activities, the Owner shall (at no out of pocket cost to the Owner) cooperate with and support the City in its application to obtain grant financing or public monies for public infrastructure improvements which monies provide a direct or indirect benefit to the Property. The City ~~shall~~ may (at its discretion and at no out of pocket cost to the City) cooperate with and support the Owner in its application to obtain any required state permits and approvals for the Project, provided that nothing herein shall limit the City's rights to review the Project pursuant to applicable law.

#### ARTICLE IV. MISCELLANEOUS

Section 4.01 Term. The Owner, for itself and its nominees, successors, and assigns, hereby imposes on the Property the limitations and obligations set forth in this Development Agreement. The terms hereof shall bind the Property (and any Development Parcel) for a period of thirty (30) years from the date when this Development Agreement is recorded with the Registry, which Development Agreement shall be senior in priority to any liens, encumbrances or mortgages. It is the intention of the parties that, except as otherwise set forth herein, the Development Agreement shall run with the Property for said thirty (30) years, notwithstanding any foreclosure of any lien on the Property by any entity. The Development Agreement is subject to the terms of M.G.L. Chapter 184, as hereinafter provided.

Section 4.02 Successors and Assigns; Binding Effect; Enforcement. The Owner may convey any Development Parcel(s) to any successor entity(ies), upon which transfer, such new entity(ies) shall be deemed an "Owner" of such Development Parcel(s), and the use of the term "Owner" herein shall be deemed to collectively include any such successor entity(ies), including but not limited to, the Residential Site Developer. The Owner shall provide notice to the City of any such transfer which shall: identify the successor entity, the transferred Development Parcel(s), and an executed acknowledgement by the successor entity that it is bound by this Development Agreement and that the City may enforce its terms against such successor entity. Each and every term, condition and provision hereof shall be fully enforceable and binding on the City and the Property (and/or each Development Parcel, as applicable). The City shall have the right to enforce the terms of this Development Agreement against the Owner, its nominees, successors, and assigns. The City shall also have the right to enforce the terms hereof insofar as they pertain to the Owner of each Development Parcel, and its nominees, successors, and assigns. The City may



elect to exercise such rights by appropriate legal proceedings for monetary and/or injunctive and other equitable relief against any violation by such Owner, including, without limitation, specific performance and/or relief requiring removal of any improvements constructed on such Development Parcel in violation of the terms hereof (it being agreed that the City has no adequate remedy at law), and such right shall be in addition to, and not in limitation of, any and all other rights and remedies available to the City in law and in equity. A default hereunder by the Owner of a Development Parcel(s) shall not constitute a default hereunder by the Owner of any other Development Parcel(s), and the City shall have no right to enforce the terms hereof against the Owner of a Development Parcel except in the event of a violation related to the Development Parcel(s) owned by such Owner, unless the default arises from an obligation that is applicable generally to the Property. The City shall have the option to enforce the terms hereof, but does not have the obligation to do so. By its acceptance of this Development Agreement, the City does not undertake any liability or obligation relating to the condition of the Property, nor does the City's execution of this Development Agreement operate as a waiver of the requirements of any state or local laws, rules, regulations, or ordinances applicable to the use of the Property or any part thereof. The Owner of any Development Parcel(s) shall reimburse the City for all reasonable costs and expenses (including, without limitation, attorneys' fees) incurred by the City in enforcing this Development Agreement against such Owner and/or its Development Parcel(s) or in remedying or abating any violation on such Development Parcel(s), provided that such Owner is adjudged to be in violation of this Development Agreement by a court of competent jurisdiction or such Owner acknowledges the same. The provisions of this Section shall survive the expiration or earlier termination of this Development Agreement.

The Owner shall forego any actions at law or equity attempting to contest the validity or prevent the enforceability of any provisions of this Development Agreement and shall procure written acknowledgment that such forbearance shall bind any nominee, successor, or assign. Such forbearance shall not preclude the Owner from bringing any action to enforce the terms of the Development Agreement.

Section 4.03 Opportunity to Cure. Failure by the Owner of any Development Parcel(s) to perform any term or provision of this Development Agreement shall not constitute a default under this Development Agreement unless and until the defaulting Owner fails to commence to cure, correct or remedy such failure within fifteen days of receipt of written notice of such failure from the other City and thereafter fails to complete such cure, correction, or remedy within sixty days of the receipt of such written notice, or, with respect to defaults that cannot reasonably be cured, corrected or remedied within such sixty-day period, within such additional period of time as is reasonably required to remedy such default, provided the defaulting Owner exercises due diligence in the remedying of such default. Notwithstanding the foregoing, the Owner shall cure any monetary default hereunder within thirty days following the receipt of written notice of such default from the City.

Section 4.04 Limitations on Liability. The obligations of ~~any~~the Owner does not constitute personal obligations of its members, trustees, partners, directors, officers or shareholders, or any direct or indirect constituent entity or any of their affiliates or agents. The City shall not seek recourse against any of the foregoing or any of their personal assets for satisfaction of any liability with respect to this Development Agreement or otherwise. The liability of the ~~Owners~~Owner is in all cases limited to their interest in ~~their applicable Development Parcel(s)~~the Property at the time

such liability is incurred and shall not extend to any other portion of the Property for which another owner would be liable.

Section 4.05 No Public Grant. Except as provided in Section 3.02 above, the restrictions hereby conveyed do not grant to the public in general any right to enter the Property. All rights not expressly granted hereby are reserved to the Owner of each Development Parcel, including, without limitation, fee ownership of the Property.

Section 4.06 Attorney's Fees. Each of the parties hereto shall be responsible for their own attorney's fees incurred in connection with the preparation and review of this Development Agreement.

Section 4.07 Estoppel Certificate. The City agrees from time to time to execute a certificate in form and substance reasonably satisfactory to the Owner of any Development Parcel evidencing such Owner's compliance with the terms and conditions of this Development Agreement, provided that such Owner is then, in fact, in compliance with the terms and provisions of this Development Agreement, and if not, such certificate shall specify such Owner's non-compliance, or City's inability to verify compliance status.

Section 4.08 Recording; Amendment. The Owner, at its sole expense, shall record this Development Agreement at the Registry. This Development Agreement can only be modified if such modification is in writing signed by the City, the Owner and, if applicable, the ~~Owner~~owner(s) of all Development Parcels affected by such modification.

Section 4.09 Notices. Any notices hereunder shall be in writing and shall be deemed duly given upon receipt if mailed by certified or registered mail, postage and registration charges paid, by overnight delivery service with receipt, or by hand delivery to the City or the Owner, as applicable, at the addresses set forth below; provided, however, that the City, the Owner and/or any Owner of a Development Parcel may, from time to time, designate an additional or substitute address for such notices (provided, that such designation must be made by notice given in accordance with the foregoing).

To the City of Marlborough:

City of Marlborough  
140 Main Street  
Marlborough, MA 01752  
Attention: Mayor

With a copy (which shall not constitute notice) to:

City of Marlborough  
140 Main Street  
Marlborough, MA 01752  
Attention: City Solicitor's Office

To Owner:



BH GRP TCAM Owner, LLC  
c/o Greatland Realty Partners LLC  
One Federal Street, 18<sup>th</sup> Floor  
Boston, MA 02110  
Attention: Kevin T. Sheehan, Managing Partner

With a copy to:  
Goulston & Storrs PC  
400 Atlantic Avenue  
Boston, MA 02110  
Attn: Peter Tamm, Esq.

To Residential Site Developer:

AvalonBay Communities, Inc.  
600 Atlantic Avenue, 20<sup>th</sup> Floor  
Boston, MA 02210  
Attention: David O. Gillespie  
Vice President- Development

With a copy to:  
Goulston & Storrs PC  
400 Atlantic Avenue  
Boston, MA 02110  
Attn: Steven Schwartz, Esq.

Section 4.10 Governing Law. This Development Agreement shall be governed and construed in accordance with the laws of the Commonwealth of Massachusetts.

Section 4.11 Counterparts; Signatures. This Development Agreement may be executed in several counterparts and by each Party on a separate counterpart, each of which when so executed and delivered shall be an original, and all of which together shall constitute one instrument. It is agreed that electronic signatures shall constitute originals for all purposes.

Section 4.12 Force Majeure. The Owner shall not be considered to be in breach of this Development Agreement for so long as the Owner is unable to complete any work or take any action required hereunder due to a *force majeure* event or other events beyond the reasonable control of the Owner.

Section 4.13 City Council Approval and Authorization. The City Council hereby approves the provisions of this Development Agreement, which approval shall be set forth in an order to be recorded herewith by the Owner at its sole expense, with a copy of the recorded document to be provided to the City Solicitor's Office. The City Council hereby authorizes the Mayor to execute this Development Agreement on the City's behalf, and to monitor and enforce compliance by the Owner and by the Owner of each Development Parcel with the Development Agreement's terms and conditions.

*[Remainder of page intentionally left blank]*

IN WITNESS WHEREOF, this instrument is sealed and delivered as of this \_\_\_\_ day of \_\_\_\_\_, 2021.

**OWNER:**

BH GRP TCAM Owner, LLC, a Delaware limited liability company

By: \_\_\_\_\_  
 Name: Kevin T. Sheehan  
 Title: Authorized Real Estate Signatory

**THE COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss,

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me, the undersigned notary public, personally appeared Kevin T. Sheehan, as Authorized Real Estate Signatory of BH GRP TCAM Owner, LLC, a Delaware limited liability company, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of BH GRP TCAM Owner, LLC.

Notary Public  
 My Commission Expires: \_\_\_\_\_

**CITY:**

The City of Marlborough

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

Name: Arthur G. Vigeant

Title: Mayor

**THE COMMONWEALTH OF MASSACHUSETTS**

Middlesex, ss,

On this \_\_\_\_ day of \_\_\_\_\_, 2021 before me, the undersigned notary public, personally appeared Arthur G. Vigeant, as Mayor of the City of Marlborough, proved to me through satisfactory evidence of identification, which was ☐ photographic identification with signature issued by a federal or state governmental agency, ☐ oath or affirmation of a credible witness, ☐ personal knowledge of the undersigned, to be the person whose name is signed on the preceding or attached document(s), and acknowledged to me that he signed it voluntarily for its stated purpose on behalf of the City of Marlborough.

Notary Public

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



**EXHIBIT A**

## Legal Description

## TRACT I:

A certain parcel of land located on the easterly sideline of Forest Street, northerly sideline of Martinangelo Drive and the westerly sideline of Simarano Drive.

Beginning at an iron pin on the Westerly side of Simarano Drive marking the Northeasterly corner of the herein described parcel at land now or formerly of Forest Realty Trust;

- THENCE Southerly following a curve to the right having a radius of 417.49 feet for a length of 130.09 feet to a point;
- THENCE S 04° 02' 51" W 235.92 feet to a point;
- THENCE Southerly following a curve to the left having a radius of 707.90 feet for a length of 391.82 feet to a point at Martinangelo Drive, the last three courses following said Simarano Drive;
- THENCE Southwesterly following a curve to the right having a radius of 25.00 feet for a length of 37.39 feet to a point;
- THENCE S 58° 01' 49" W 24.20 feet to a point;
- THENCE Southwesterly following a curve to the left having a radius of 530.00 feet for a length of 326.54 feet to a point;
- THENCE S 22° 43' 48" W 183.04 feet to a point;
- THENCE Southwesterly following a curve to the right having a radius of 400.00 feet for a length of 567.55 feet to a point;
- THENCE N 75° 58' 29" W 447.54 feet to a point;
- THENCE Northwesterly following a curve to the right having a radius of 25.00 feet for a length of 34.52 feet to a point at Forest Street, the last seven courses following said Martinangelo Drive;
- THENCE Along said Forest Street N 03° 07' 56" E 145.28 feet to a point at land now or formerly of Special Olympics Massachusetts, Inc.;
- THENCE S 72° 30' 51" E 183.28 feet to a point;
- THENCE S 87° 13' 33" E 127.09 feet to a point;
- THENCE N 02° 46' 27" E 491.15 feet to a point;

THENCE N 87° 13' 33" W 110.55 feet to a point;

THENCE N 18° 07' 14" E 679.81 feet to a point at land now or formerly of BND Realty, LLC, the last five courses following said land of Special Olympics Massachusetts, Inc.;

THENCE S 52° 29' 33" E 385.60 feet to an iron pin;

THENCE N 24° 55' 36" E 400.00 feet to an iron pin at said land of Forest Realty Trust, the last two courses following said land of BND Realty, LLC;

THENCE S 77° 37' 05" E 84.75 feet to a point;

THENCE S 78° 12' 16" E 165.60 feet to said iron pin at Simarano Drive marking the point and place of beginning, the last two courses following said land of Forest Realty Trust.

The herein described parcel containing 23.88 acres, is depicted as Lot 1A on Plan 393 of 2008 recorded at the Middlesex Registry of Deeds Southern District.

#### TRACT II:

A certain parcel of land located on the easterly sideline of Forest Street, southerly sideline of Martinangelo Drive and the westerly sideline of Simarano Drive.

Beginning at a point at the northwesterly corner of Tract II, said point being a point on a curve at the intersection of Forest Street and Martinangelo Drive;

THENCE Northerly, easterly and southeasterly and curving to the right along the arc of a curve having a radius of 25.00 feet, a length of 41.64 feet by said Martinangelo Drive to a point of tangency;

THENCE S 75° 58' 29" E a distance of 430.51 feet to a point of curvature;

THENCE Southeasterly, easterly and northeasterly and curving to the left along the arc of a curve having a radius of 460.00 feet, a length of 652.68 feet to a point of tangency;

THENCE N 22° 43' 48" E a distance of 183.04 feet to a point of curvature;

THENCE Northeasterly and curving to the right along the arc of a curve having a radius of 470.00 feet, a length of 289.57 feet to a point of tangency;

THENCE N 58° 01' 49" E a distance of 24.20 feet to a point of curvature;

THENCE Northeasterly, easterly and southerly and curving to the right along the arc of a curve having a radius of 25.00 feet, a length of 37.39 feet to a point of reverse curvature at Simarano Drive, the previous seven (7) courses bounding by said Martinangelo Drive;

THENCE Southerly and southeasterly and curving to the left along the arc of a curve having a radius of 707.90 feet, a length of 215.58 feet to a point of tangency;

THENCE S 53° 43' 17" E a distance of 1,041.48 feet to a point on a stone wall at land now or formerly of Jeremiah 29 LLC, the previous two (2) courses bounding by said Simarano Drive;

THENCE S 63° 50' 08" W a distance of 75.64 feet to a drill hole in said stone wall;

THENCE S 04° 29' 23" W a distance of 212.08 feet to a drill hole in said stone wall;

THENCE S 04° 19' 01" W a distance of 182.90 feet to a point in said stone wall;

THENCE S 05° 59' 39" W a distance of 81.42 feet to a drill hole in said stone wall;

THENCE S 07° 31' 20" W a distance of 100.55 feet to a drill hole at land now or formerly of Synopsys Inc., the last five (5) courses following said land of Jeremiah 29, LLC;

THENCE S 11° 59' 50" W a distance of 172.03 feet to a drill hole in said stone wall;

THENCE S 10° 48' 13" W a distance of 97.40 feet to a drill hole in said stone wall;

THENCE S 32° 52' 04" E a distance of 53.51 feet to a drill hole in said stone wall;

THENCE S 22° 42' 21" W a distance of 261.50 feet to a drill hole in said stone wall;

THENCE S 23° 57' 00" W a distance of 253.47 feet to a drill hole at the end of said stone wall, the previous five (5) courses following said land of Synopsys Inc.;

THENCE partly by said land of Synopsys, Inc. and partly by land now or formerly of 445 Simarano Drive Marlborough LLC S 10° 40' 44" W a distance of 1,200.67 feet to a drill hole in a stone wall at land now or formerly of Astor Group, LLC;

THENCE N 11° 09' 41" W a distance of 175.44 feet by said land of Astor Group, LLC to a drill hole in said stone wall;

THENCE partly by said land of Aster Group, LLC and partly by land now or formerly of Cil Cedar, LLC N 12° 50' 20" W a distance of 231.07 feet to a point;

THENCE N 15° 08' 40" W a distance of 274.10 feet to a point at the end of said stone wall;

THENCE N 18° 18' 39" W a distance of 118.80 feet to a point

THENCE N 87° 39' 22" W a distance of 204.49 feet to a drill hole;

THENCE N 86° 27' 30" W a distance of 105.17 feet to a point;

THENCE N 82° 27' 30" W a distance of 90.14 feet to a point;

[Exhibit A]

THENCE N 86° 57' 30" W a distance of 259.33 feet to a point, the previous seven (7) courses bounding by said land of Cil Cedar, LLC;

THENCE partly by said land of Cil Cedar, LLC and partly by land now or formerly of CPI 261 Cedar, LLC N 85° 57' 30" W a distance of 248.86 feet to a drill hole in a stone wall;

THENCE N 14° 18' 09" E a distance of 259.97 feet to a drill hole in said stone wall;

THENCE N 14° 54' 29" E a distance of 287.62 feet to a point on said stone wall;

THENCE N 83° 36' 37" W a distance of 151.25 feet to a point on said stone wall;

THENCE N 85° 59' 27" W a distance of 158.45 feet to a drill hole in said stone wall;

THENCE N 85° 48' 35" W a distance of 260.31 feet to a drill hole in said stone wall, the last five courses following said land of CPI 261 Cedar, LLC;

THENCE partly by said land of CPI 261 Cedar, LLC and partly by land now or formerly Yellow Brick, LLC N 86° 16' 15" W a distance of 238.14 feet to a point in said stone wall;

THENCE N 21° 41' 00" E a distance of 313.82 feet to a point on said stone wall;

THENCE N 14° 49' 11" E a distance of 63.74 feet to a point on said stone wall;

THENCE N 01° 02' 29" E a distance of 25.09 feet to a point on said stone wall;

THENCE N 23° 24' 36" W a distance of 48.67 feet to a drill hole in said stone wall;

THENCE N 62° 09' 55" W a distance of 420.64 feet to an iron pin at Forest Street, the previous five (5) courses following said land of Yellow Brick, LLC;

THENCE N 27° 50' 05" E a distance of 290.79 feet to a point;

THENCE N 25° 21' 33" E a distance of 239.45 feet to a point of curvature;

THENCE Northeasterly, northerly, and westerly and curving to the left along the arc of a curve having a radius of 870.00 feet, a length of 254.52 feet to the point of beginning. The previous three (3) courses bounding along said Forest Street.

The herein described parcel, containing 97.28 acres is depicted as Lot 2 on Plan 1121 of 1995 recorded at the Middlesex Registry of Deeds Southern District.

**EXHIBIT B**  
**MASTER CONCEPT PLAN**

*[See enclosed plan]*

## EXHIBIT C

### TRANSPORTATION MITIGATION

Location / Subject	Specific Requirements
Simarano Drive at Site Driveway (Campus Drive) intersection	<ul style="list-style-type: none"> <li><b>Ongoing:</b> Once per year, monitor traffic entering and exiting site. Submit results to City Engineer's Office and MassDOT District 3 office.</li> <li><b>At six months, and again, at one year, after occupancy of 100k square feet (sf) of any new Project Component containing a commercial Project building use on site the Property:</b> Monitor traffic entering and exiting all site drives.</li> <li><b>Upon At six months after occupancy of 200k, 400k, 600k sf of development related to the new Project-related commercial Project building development:</b> Perform a signal warrant analysis re: necessity of signal and any necessary roadway improvements at Simarano Drive/Campus Drive intersection.</li> <li><b>If and when required (based on ongoing monitoring) and requested by the City Engineer:</b> Install a signal or any necessary turning lanes at Simarano Drive/Campus Drive intersection.</li> </ul>
Ames Street / Simarano Drive at Forest Street Intersection	<ul style="list-style-type: none"> <li><b>Upon occupancy of 400k sf of new Project-related commercial building development related to the Project:</b> Submit traffic report to the City Engineer documenting the operations of this intersection and recommend improvements to address documented safety and/or operational issues.</li> <li><b>Upon review and approval of report by the City Engineer:</b> Complete any necessary improvements to intersection.</li> </ul>
Simarano Drive / I-495 Ramp Intersection	<ul style="list-style-type: none"> <li><b>Upon receipt of first occupancy permit for any element of the Project Component containing a commercial Project use:</b> Provide \$40,000 to the City for the use in conducting a planning study of this intersection. If needed, the City Council, on advice from the City Engineer, could designate a different intersection or corridor or other use for which to designate such funds, if it was determined by the City that there was a higher priority need for such funding. Once received the City Council will transfer funds to a fund of the Council's designation.</li> </ul>
Simarano Drive Corridor	<ul style="list-style-type: none"> <li><b>Upon occupancy of 200k sf of new Project-related commercial building development related to the Project:</b> Prepare transportation planning study for entire Simarano Drive corridor for submission to the City Engineer.</li> <li><b>Ongoing:</b> Reserve strip of land along Simarano Drive to permit future four-lane cross-section along its entire frontage.</li> </ul>
Transportation Demand Management (TDM) Program / other Traffic Mitigation Measures	<ul style="list-style-type: none"> <li><b>Continuously:</b> Continue to provide TDM services as highlighted in March 2005 Traffic Impact Study. Work with other employers in the area to form a Transportation Management Association (TMA) in an effort to reduce vehicle trips to the region as a whole.</li> </ul>

**EXHIBIT D**

**ENVIRONMENTAL STRATEGIES**

<b>Overall Site Planning, Development and Management</b>	<b>Strategy</b>
Reduce urban heat island effects	New construction to explore use of light color hardscape materials, light color roofs, and installation of shade trees in development area. Minimize the removal of existing trees.
Reduce outdoor water use	Irrigation wells and/or rainwater harvesting shall be used where possible to separate irrigation systems from potable water supply. Residential project to implement low-flow, drip, or smart irrigation system. Develop a comprehensive landscaping plan for the park and utilize native, drought tolerant landscaping to reduce irrigation demand.
Stormwater management	Annual maintenance of the storm water systems to be performed per an approved stormwater management plan, with annual reporting submitted to the City Engineer.
Electric vehicle charging	Existing electric vehicle charging stations at the Campus Site to remain. 5% of total new parking for residences to be equipped for electric vehicle charging.
Site energy saving	All new site lighting shall be low energy site lighting with minimal lighting spill / dark sky fixtures.
Reduction of individual vehicular access to site	Implement Transportation Demand Management (TDM) Program, which shall include participation in the MetroWest Regional Transit Authority.
Manage landscapes using natural materials and reduce use of chemicals for landscaping and maintenance	Use native and adaptive plantings and natural fertilizers, if needed.
<b>Individual Building Development</b>	<b>Strategy</b>
Design and construction of buildings with reduced consumption of water and sewer services	All future Components will be equipped with low water use fixtures where possible.
Design and construction of buildings with very high energy efficiency	<u>Residential Component:</u> Designed for ENERGY STAR certification LED lighting in place of incandescent lighting Equipped with programmable, smart thermostats Energy efficient windows, appliances and bath fans throughout.
Minimize waste	Plan construction to minimize waste, and recycle construction waste when possible. Develop and maintain onsite recycling program.
Bicycle Facilities	Install convenient on-site bicycle parking/facilities and provide appropriate striping and signage, to enhance safety and the shared use of the roadways on the Site.



ORDERED:

That the City Council of the City of Marlborough hereby approves the following:

- 1) By a super majority (2/3) vote pursuant to Chapter 650-33.C(1) of the City's Zoning Ordinance, the City Council hereby approves the Master Concept Plan presented by BH GRP TCAM Owner, LLC on a plan entitled, "Master Concept Plan RWMUOD Subdistrict 2, The Campus at Marlborough, Marlborough, MA" dated October 25, 2021, drawn by VHB; and
- 2) By a separate super majority (2/3) vote pursuant to Chapter 650-33.C(2) of the City's Zoning Ordinance, the City Council hereby approves the Development Agreement by and between BH GRP TCAM Owner, LLC and the City of Marlborough.

ADOPTED

In City Council

Order No. 21-

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:

*City of Marlborough*  
*Commonwealth of Massachusetts*



2021 DEC 10 A 9:55

**Ethan Lippitt**  
**Code Enforcement Officer**  
**140 Main Street**  
**Marlborough, MA 01752**  
**Phone: (508) 460-3776 XT 30201**  
**Fax: (508) 460-3736**  
**Email: [elippitt@marlborough-ma.gov](mailto:elippitt@marlborough-ma.gov)**  
**[pwilderman@marlborough-ma.gov](mailto:pwilderman@marlborough-ma.gov)**

## City Council Sign Approval Form

12/10/2021

RE: 771 Boston Post Road East "Bay State Physical Therapy"

To City Council President and all Councilors,  
 Included in this form is an applicant seeking approval from City Council as it relates to the signage project at the above address.

The sign to be installed in that location is an internally illuminated sign and is not allowed per the zoning code for that location. The specific zoning code for that location has been included in this letter below.

Zoning District:	Wayside Zoning
Meets Current Sign Code:	NO
Planning Board Variance:	NO

### **§ 650-37 Special Provisions Applicable to the Wayside Zoning District**

Within the Wayside Zoning District, the following provisions govern. Where these provisions conflict with other sections of the Zoning Chapter, the provisions of this section shall apply.

#### **I. Signage.**

**(1)** Except as otherwise provided in this section, signage shall conform to the provisions of Chapter 526 of the City Code, the Sign Ordinance.

**(d)** Signs, logos or cabinets should be externally illuminated where possible, otherwise with translucent or transparent faces if no reasonable alternative is possible.

Code Enforcement Officer Ethan Lippitt

CC      File  
          City Council  
          Commissioner Htway



# City of Marlborough

## BUILDING DEPARTMENT

140 Main Street  
Marlborough, Massachusetts 01752

RECEIVED

NOV 08 2021

CITY OF MARLBOROUGH  
BUILDING DEPARTMENT

Date: 11/3/21 Permit No. BP-2021-001876

Address/Location of Sign 1771 Boston Post Road East

Name of Business Bay State Physical Therapy

Name of Owner of Business Andrew Jamanow, PT, DPT Telephone

Type of Sign: (check off which applies)

☒ Flat Wall ☐ Free Standing ☐ Awning ☐ Banner ☐ Projecting

Does this site have a Special Permit ☐ YES ☒ NO

Is this a replacement of a same size existing sign(s) ☒ YES ☐ NO

Dimensions Sign:

Length 12'-6" Width 2'-6" Height (Free Standing)  Area 31.25 ☒

Location of Sign on Bld. North ☐ South ☐ East ☒ West ☐

Dimensions Façade

Length 88' Width 2'-6" Area

Signature of Responsible Party member Telephone 508-756-7004

Installer Company Serrato Signs LLC Telephone 508-756-7004

Email linda@serratosigns.com

I hereby declare that I have the authority to request this permit and that the statements and information provided are true and accurate to the best of my knowledge and belief as well as to conform to the City's current Sign Ordinance and MA State Building Code, signed under the pains and penalties of perjury.

Signature member Date 11/3/21

Cost of Sign(s) 5,870.41 Permit Fee \$ 50.00



November 3, 2021

Tin Htway  
Building Commissioner  
City of Marlborough  
140 Main Street  
2<sup>nd</sup> Floor  
Marlborough, MA 01752

**RE: Bay State Physical Therapy – Sign Permit  
R.K. Marlboro Commons Shopping Center  
771 Boston Post Road East, Unit #6  
Marlborough, MA**

Dear Commissioner Htway:

This is notification that Route 20 Marlboro Properties, LLC as the owner of the above-referenced property, is aware that our tenant, Bay State Physical Therapy, will be installing new signage at this location.

Please accept this letter as the owner's authorization for Bay State Physical Therapy and its sign company, Triangle Sign Services (11 Azar Court, Baltimore, MD) to act as owner's "Agent" for the Bay State Physical Therapy sign project and to submit for any and all permits required to complete this sign project only.

Please feel free to contact me at 781-320-0001 if you have any questions.

Sincerely,  
RK Centers

David R. Baker

cc: Tenant Lease File



15 Dewey Street  
Worcester, Ma 01609

Phone: 508.756.7004  
Fax: 508.756.7050

November 3, 2021

City of Marlborough  
140 Main Street  
Marlborough, Ma 01752  
Attn.: Mr. Ethan Lippitt/ Code Enforcement Officer

Re: Bay State Physical Therapy, 771 Boston Post Road East

Dear Mr. Lippitt,

I spoke with Pam today and she gave me the permit fee. I've enclosed the permit application for a wall sign and all corresponding paperwork. I've enclosed a check in the amount of \$ 50.00 (Check # 24755). Please let us know when the permit will be ready to pick up.

If you have any questions please feel free to give me a call.





Thank you,

Andrew Serrato





## COLOR PALETTE

MAIN PALETTE		EXTENDED PALETTE		
				
<b>BSPT-Blue</b>	<b>Black</b>	<b>Green</b>	<b>Yellow</b>	<b>Orange</b>
PMS 287C	PMS N/A	PMS 2252C	PMS 115C	PMS 165C
CMYK 100 81 0 23	CMYK 72 66 65 77	CMYK 92 0 96 0	CMYK 0 4 88 0	CMYK 0 68 96 0
RGB 21 48 132	RGB 28 28 28	RGB 12 168 75	RGB 255 216 26	RGB 252 96 18
Web #153084	Web #1C1C1C	Web #0CA84B	Web #FFD81A	Web #FC6012

**TRIANGLE**  
SIGN SERVICES

11 Azar Court • P.O. Box 24186  
Baltimore, Maryland 21227  
T: 410-247-5300 • F: 410 247-1944  
Reproduction in Whole or Part  
Prohibited without Express  
Permission of Triangle S & S © TSS

## CLIENT &amp; LOCATION



771 BOSTON POST RD EAST  
MARLBOROUGH, MA 01752

LEAD NO.  
200877R1

SM - PM  
SA - BW

DATE  
9/7/2021

DRAWN BY  
JM

REVIEWED BY

SEG. NO.

SHEET NO.

2 OF 8



**SITE PLAN**  
SCALE: N.T.S.



*Landlord (RK Centers)  
Tenant Plan Approval  
Subject to Receipt  
of All Required  
Building Department Permit  
and Zoning Approvals*

**TRIANGLE**  
SIGN SERVICES

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Baltimore, Maryland 21227  
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**CLIENT & LOCATION**



**BAY STATE**  
PHYSICAL THERAPY  
771 BOSTON POST RD EAST  
MARLBOROUGH, MA 01752

**LEAD NO.**  
200877R1  
**SM - PM**  
**SA - BW**

**DATE**  
9/7/2021  
**DRAWN BY**  
JM

**REVIEWED BY**  
**SEG. NO.**

**SHEET NO.**  
3 OF 8

PHOTO RENDERING  
SCALE: N.T.S.

**A** FACE LIT CHANNEL LETTERS



Landlord (RK Centers)  
Tenant Plan Approval  
Subject to Receipt  
of All Required  
Building Department Permit  
and Zoning Approvals

**C** VINYL GRAPHICS FOR DOOR  
*(not reviewed)*

**TRIANGLE**  
SIGN SERVICES

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CLIENT & LOCATION



771 BOSTON POST RD EAST  
MARLBOROUGH, MA 01752

LEAD NO.  
200877R1

DATE  
9/7/2021

REVIEWED BY

SHEET NO.

SM - PM  
SA - BW

DRAWN BY  
JM

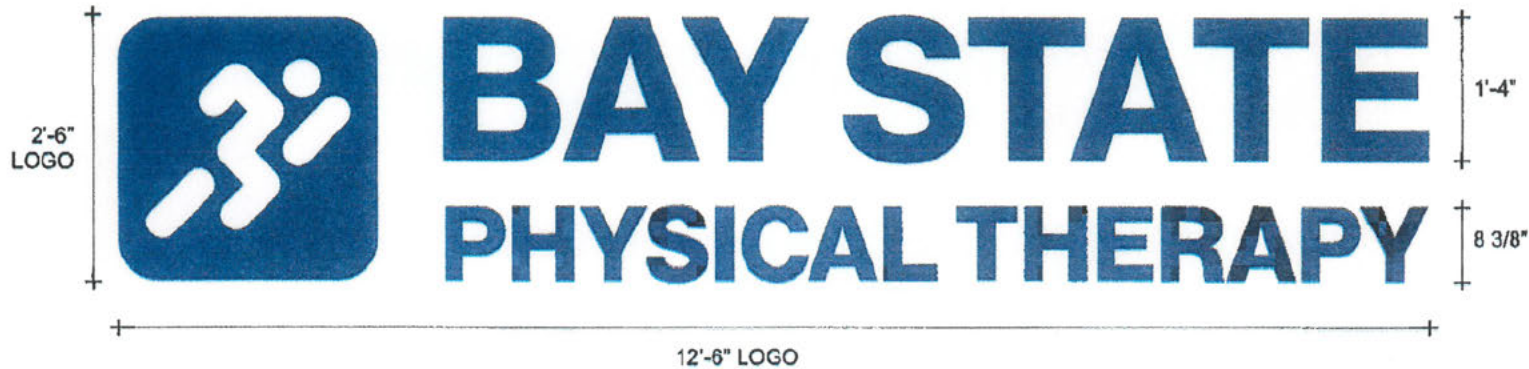
SEG. NO.

4 OF 8



**A** FACE LIT CHANNEL LETTERSSIGN ELEVATION  
SCALE: 3/4" = 1'-0"

QTY.: ONE (1) FACE LIT CHANNEL LETTER



*Landlord (RK Centers)  
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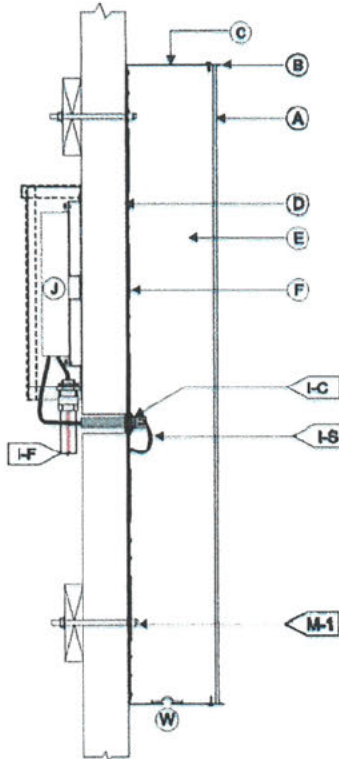
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JM

SEG. NO.

5 OF 8

A



## TRIMCAP FACE LIT CHANNEL LETTER / LED ILLUM. / EXTERIOR INSTALL / FLUSH MOUNTED

SCALE: N.T.S.

## A) FACE

MATERIAL:	WHITE 2447 3/16" PLEX.
VINYL:	PERFORATED TO MATCH PMS 287 BLUE
A-1	RUNNING MAN OPAQUE WHITE (BLACK AT NIGHT)
	APPLIED FIRST SURFACE

## B) TRIMCAP'S

SIZE / FINISH	1" / MATCH RETURNS
---------------	--------------------

## C) RETURNS

DEPTH:	5"
MATERIAL:	ALUM. .040
COLOR:	TO MATCH PMS 287 BLUE
FINISH:	SATIN

## D) BACKS:

MATERIAL:	3MM ACM
COLOR/FINISH:	WHITE SATIN

## E) INSIDE OF CAN

COLOR:	PRE-COAT WHITE
--------	----------------

## F) ILLUMINATION:

TYPE:	STANDARD 6500K WHITE LEDS
	ALL WIRES TO BE TERMINATED W/ A MECHANICAL UL LISTED FASTENER.

## I) WIRING

I-C	7/8" DIA. HOLE @ LEXAN W/PAIGE WALL BUSTER
	CONNECTOR & CONDUIT.
I-F	TO ELECTRICAL FEED
I-S	U.L. APPROVED LOW VOLTAGE CLASS II WIRING
	ALL CONNECTIONS TO BE IN WATERPROOF BOXES

## J) POWER SUPPLY

TYPE:	REMOTE LED POWER SUPPLY HOUSE IN FRONT
	ACCESS WEATHER-PROOF LED POWER SUPPLY BOX.
VOLTAGE:	120V

## M) MOUNTING

SEE MOUNTING NOTE.

M-1	10/24 NUTSERT.
-----	----------------

## W) WEEP HOLES:

1/4" DIA. WITH COVER

120V  
INSTALL

1. CUSTOMER U.C. TO PROVIDE ADEQUATE WOOD OR METAL BLOCKING IN CORRELATION W/ FACADE FRAMING AS REQUIRED.
2. INSTALLER IS TO V.L.T. & PROVIDE THE PROPER NON-CORROSIVE MOUNTING HARDWARE TO ENSURE SAFE INSTALLATION.
3. ALL EXTERIOR FACADE PENETRATIONS TO BE WEATHERTIGHT.
4. INSTALLATION TO MEET CURRENT N.E.C., U.L. & LOCAL CODES. LOCATION OF THE DISCONNECT SWITCH AFTER INSTALLATION SHALL COMPLY WITH ARTICLE 620.5(A) (1) OF THE NATIONAL ELECTRICAL CODE.

ELECTRICAL

1. ALL ELECTRICAL COMPONENTS TO BE U.L. APPROVED.
2. CUSTOMER IS RESPONSIBLE FOR ONE (1) 120V 20A DEDICATED CIRCUIT w/ GROUND PER SIGN TO WITHIN 6' OF SIGN.
3. THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDING W/ THE REQUIREMENTS OF ARTICLE 660 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING & BONDING OF THE SIGN.

FABRICATOR

1. PLACEMENT OF LIGHTING ELEMENTS FOR OPTIMUM ILLUMINATION OF SIGN TO BE DETERMINED IN PRODUCTION.
2. MANUFACTURER & U.L. LABELS TO BE APPLIED & VISIBLE FROM THE GROUND. LOCATED ON THE LAST CHANNEL LETTER OR END OF THE SIGN BOX/FREESTANDING SIGN.

ALL ELECTRICAL  
COMPONENTS ARE  
TO BE UL APPROVED

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SHEET NO.  
6 OF 8

# PERAC

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CITY CLERK'S OFFICE

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

PHILIP Y. BROWN, ESQ., *Chairman*

JOHN W. PARSONS, ESQ., *Executive Director*

Auditor SUZANNE M. BUMP | KATHLEEN M. FALLON | KATE FITZPATRICK | JAMES M. MACHADO | RICHARD MacKINNON, Jr. | JENNIFER F. SULLIVAN

## MEMORANDUM

TO: Marlborough Retirement Board

FROM: John W. Parsons, Esq., Executive Director

RE: Appropriation for Fiscal Year 2023

DATE: December 2, 2021

Required Fiscal Year 2023 Appropriation: **\$10,275,549**

This Commission is hereby furnishing you with the amount to be appropriated for your retirement system for Fiscal Year 2023 which commences July 1, 2022.

Attached please find summary information based on the present funding schedule for your system and the portion of the Fiscal Year 2023 appropriation to be paid by each of the governmental units within your system. The allocation by governmental unit was determined by Sherman Actuarial Services as part of their January 1, 2021 actuarial valuation.

The current schedule is due to be updated by Fiscal Year 2024.

The amounts shown in this letter reflect an assumed payment date of July 1. The Housing Authority typically makes its payments in October, November, and December (on average assumed November 15). The adjusted payment for the Housing Authority is \$97,447.

If you have any questions, please contact PERAC's Actuary, John Boorack, at (617) 666-4446 Extension 935.

JWP/jfb  
Attachments

cc: Office of the Mayor  
City Council  
c/o City Clerk

p:\actuarial\approp\approp23\fy23 for web\marlborough approp 23.docx



# Marlborough Retirement Board

## Projected Appropriations

Fiscal Year 2023 - July 1, 2022 to June 30, 2023

Aggregate amount of appropriation: **\$10,275,549**

Fiscal Year	Estimated Cost of Benefits	Funding Schedule (Excluding ERI)	ERI	Total Appropriation	Pension Fund Allocation	Pension Reserve Fund Allocation	Transfer From PRF to PF
FY 2023	\$13,339,488	\$10,275,549	\$0	\$10,275,549	\$10,275,549	\$0	\$3,063,939
FY 2024	\$14,034,245	\$10,650,851	\$0	\$10,650,851	\$10,650,851	\$0	\$3,383,394
FY 2025	\$14,764,888	\$11,039,737	\$0	\$11,039,737	\$11,039,737	\$0	\$3,725,151
FY 2026	\$15,533,269	\$11,442,692	\$0	\$11,442,692	\$11,442,692	\$0	\$4,090,577
FY 2027	\$16,341,339	\$11,860,220	\$0	\$11,860,220	\$11,860,220	\$0	\$4,481,119

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.

For illustration, we have shown the amount to be transferred from the Pension Reserve Fund to the Pension Fund to meet the estimated Cost of Benefits for each year. If there are sufficient assets in the Pension Fund to meet the Cost of Benefits, this transfer is optional.

## Breakouts

	<u>Total</u>	<u>City</u>	<u>Fire</u>	<u>Police</u>	<u>School</u>	<u>Water and Sewer</u>	<u>Housing</u>
(1) Payroll of Active Participants	\$38,068,187	\$9,390,064	\$7,559,418	\$7,527,500	\$10,870,832	\$2,225,925	\$494,448
Percentage of Total Payroll	100.00%	24.67%	19.86%	19.77%	28.56%	5.85%	1.30%
(2) Normal Cost							
(a) Employee	3,423,826	856,455	696,165	691,710	931,172	203,609	44,715
(b) Employer	874,219	133,975	201,568	178,918	314,032	34,613	11,114
(c) Expenses	297,000	68,440	62,034	60,161	86,045	16,461	3,858
(d) Total Employer Normal Cost	1,171,219	202,415	263,602	239,079	400,077	51,074	14,972
(3) Unfunded Accrued Liability							
(a) Accrued Liability	251,772,060	64,621,258	64,834,540	61,117,360	47,204,517	11,796,408	2,197,977
(b) Assets	<u>198,863,212</u>	<u>51,041,370</u>	<u>51,209,832</u>	<u>48,273,802</u>	<u>37,284,685</u>	<u>9,317,442</u>	<u>1,736,081</u>
(c) Unfunded Accrued Liability	52,908,848	13,579,888	13,624,708	12,843,558	9,919,832	2,478,966	461,896
(4) Total Employer Contribution							
(a) Amortizations	8,329,222	2,137,826	2,144,882	2,021,908	1,561,638	390,253	72,714
(b) Employer Normal Cost	874,219	133,975	201,568	178,918	314,032	34,613	11,114
(c) Administrative Expenses*	<u>297,000</u>	<u>68,440</u>	<u>62,034</u>	<u>60,161</u>	<u>86,045</u>	<u>16,461</u>	<u>3,858</u>
(d) Total Appropriation	\$9,500,441	\$2,340,241	\$2,408,484	\$2,260,987	\$1,961,715	\$441,327	\$87,686
(e) As a percentage of Payroll	24.96%	24.92%	31.86%	30.04%	18.05%	19.83%	17.73%
(5) Fiscal 2023 Appropriation	\$10,275,549	\$2,531,173	\$2,604,984	\$2,445,453	\$2,121,765	\$477,334	\$94,840
Percent of Total Appropriation	100.00%	24.63%	25.35%	23.80%	20.65%	4.65%	0.92%
(6) Fiscal 2024 Appropriation	\$10,650,851	\$2,623,621	\$2,700,128	\$2,534,771	\$2,199,259	\$494,768	\$98,304
Percent of Total Appropriation	100.00%	24.63%	25.35%	23.80%	20.65%	4.65%	0.92%
(7) Fiscal 2022 Based on Payroll	\$9,187,513	\$6,462,497	N/A	N/A	\$2,604,660	N/A	\$120,356



---

# MIRICK O'CONNELL

ATTORNEYS AT LAW

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CITY OF MARLBOROUGH

2021 DEC 15 P 4:00

**Brian R. Falk**  
Mirick O'Connell  
100 Front Street  
Worcester, MA 01608-1477  
bfalk@mirickoconnell.com  
t 508.929.1678  
f 508.983.6256

December 15, 2021

**VIA EMAIL**

Councilor Michael Ossing, President  
Marlborough City Council  
City Hall  
Marlborough, MA 01752

Re: Aubuchon Realty Company, Inc.;  
Site Plan Review Application - 661 Boston Post Road East

Dear Councilor Ossing:

On behalf of Aubuchon Realty Company, Inc., I respectfully request that the City Council take action to carry over to the Council's 2022 – 2023 session its consideration of Aubuchon's site plan review application for 661 Boston Post Road East.

The City Council recently issued a special permit for Aubuchon's planned drive-through facilities and expansion of the Wayside Crossing plaza. As the property is located in the Wayside Zoning District, the City Council also serves as the site plan review authority for the project.

After filing a site plan review application with the Council on September 30, Aubuchon's representatives have met with the Site Plan Review Committee seeking comments on the proposed plans. We expect to have updated plans ready for final comments in the coming weeks, and will then seek a recommendation from the Council's Urban Affairs Committee in early 2022.

Thank you for your time and attention to this matter. Best wishes this holiday season and Happy New Year.

Sincerely,



Brian R. Falk

BRF/

cc: Client

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**MIRICK O'CONNELL**  
ATTORNEYS AT LAW

---

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2021 DEC 15 P 4:00

**Brian R. Falk**  
Mirick O'Connell  
100 Front Street  
Worcester, MA 01608-1477  
bfalk@mirickoconnell.com  
t 508.929.1678  
f 508.983.6256

December 15, 2021

**VIA EMAIL**

Councilor Michael Ossing, President  
Marlborough City Council  
City Hall  
Marlborough, MA 01752

Re: J&D Landscape Contractors; 101 Airport Boulevard;  
Special Permit Application for a Contractor's Yard

Dear Councilor Ossing:

On behalf of J&D Landscape Contractors, I respectfully request that the City Council take action to carry over to the Council's 2022 – 2023 session its consideration of J&D Landscape's special permit application for 101 Airport Boulevard (Order No. #21-1008441).

Following a public hearing before the Council on December 6, 2021, we filed a draft decision and await comments from the Site Plan Review Committee. We expect to appear before the Council's Urban Affairs Committee in early 2022 seeking a recommendation to the full Council.

Thank you for your time and attention to this matter. Best wishes this holiday season and Happy New Year.

Sincerely,



Brian R. Falk

BRF/

cc: Client

2021 DEC 15 A 10:42



# Marlborough Public Schools

**School Committee**  
District Education Center  
25 Union Street, Marlborough, MA 01752  
(508) 460-3509

## Call to Order

**November 23, 2021**

1. Michelle Bodin-Hettinger called the regular meeting of the Marlborough School Committee to order at 7:30 p.m. at 17 Washington Street, Marlborough, MA. Members present included Daniel Caruso, Earl Geary, Katherine Hennessy, Heidi Matthews, and Denise Ryan. Also present were Superintendent Michael Bergeron, Director of Finance and Operations, Douglas Dias, the Assistant Superintendent of Teaching and Learning, Mary Murphy, and the Assistant Superintendent of Student Services and Equity, Jody O'Brien. Additionally, MEA Representative Eileen Barry and Student Representative Hattie Parker were present.

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

2. **Pledge of Allegiance:** Michelle Bodin-Hettinger led the Pledge of Allegiance.

### 3. Presentation:

#### A. MHS Student Advisory Committee Update

Members of the Student Advisory Committee presented on various topics.

The sophomore class representative, Risha Khanderia, discussed inclusion and Special Olympics at MHS. Risha is on the Special Olympics Youth Advisory Council. MHS became a finalist for the Unified Champions School Spirit contest for MA based on a video created during the pep rally. A virtual summit will be hosted in December by the council. The number of students playing unified basketball doubled this year. Best Buddies also had a strong enrollment this year and received a \$1,000.00 grant. The freshman class representative, Sarah Garner, spoke about advanced math at MHS. She shared some student feedback on these courses as well.

The junior class representative, Jessica Rosenzweig, presented on school spirit. Jessica highlighted how school spirit differed from last year to this year. Jessica shared about different events, such as Spirit Week, Dessert Theatre, and Powderpuff, as well.

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# Marlborough Public Schools

## **School Committee**

*District Education Center*

*25 Union Street, Marlborough, MA 01752*

*(508) 460-3509*

The senior class representative, Adham Hussein, discussed the time change for school and career center resources and opportunities at MHS. Adham explained that students have become better adjusted to the later start and release times for MHS; he provided updates on bussing/transportation as well. Adham worked with MHS Career Specialist, Amanda Chenier, to create a Google classroom page that showcases career resources and opportunities for students.

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

### **5. Communications: None.**

### **6. Superintendent's Report:**

Superintendent Bergeron updated the committee on the COVID-19 data for the City of Marlborough and MPS. He provided an accurate, up to date verbal report of the COVID-19 data for MPS that differs from the November 17<sup>th</sup> written report that was presented. He noted that most of the cases in the city were from school-aged children.

The Superintendent reported that the November 20<sup>th</sup> vaccine clinic for students aged 5-11 was a success at MHS. All 320 slots filled up quickly, but only 263 vaccines were distributed, so some individuals skipped their appointments. The second shot for this clinic will be held on December 11<sup>th</sup>. Mr. Bergeron shared that a separate clinic is going to run on December 1<sup>st</sup> and December 22<sup>nd</sup> from 4-6pm.

Superintendent Bergeron stated that the district's leadership team continued working on the strategy for improvement on November 16<sup>th</sup>. He thanked all the participants and will be presenting their work to the School Committee as part of the FY23 budget proposal.

The Superintendent reminded the committee that the mask mandate will expire on January 15<sup>th</sup>. He thinks there may not be an extension with the mask mandate since students five years old and above are able to be vaccinated. There are two more School Committee meetings after this one to discuss this topic. Mr. Bergeron will meet with John Garside from the Board of Health and Mayor Vigeant to discuss this matter further.

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# Marlborough Public Schools

## **School Committee**

*District Education Center*

*25 Union Street, Marlborough, MA 01752*

*(508) 460-3509*

Superintendent Bergeron reported enrollment updates for the percentage of students in MPS who are receiving EL services by year; the percentage continues to steadily increase each year.

Superintendent Bergeron introduced MEA Representative Eileen Barry.

Mrs. Barry highlighted American Education Week, and thanked MPS staff and faculty.

Superintendent Bergeron wished everyone a Happy Thanksgiving.

The Superintendent shared that there are more EL 1s and 2s enrolling in MPS.

Mrs. Hennessy commented on the mask mandate expiration.

Mrs. Matthews shared that today the MIAA stated that winter sports will require masks, but this mandate will be reviewed in January.

### **A. Director of Finance & Operations Report**

Mr. Dias, the Director of Operations and Finance, reported that the district is looking to sell/dispose of furniture in preparation for the K-12 furniture purchase that will be delivered in the summer of 2022.

Mr. Dias shared plans for the District to enhance the challenge course that was built over the summer. The project is expected to be completed by early December.

### **B. Assistant Superintendent of Student Services & Equity Report**

Mrs. O'Brien, the Assistant Superintendent of Student Services and Equity, reported on a parent workshop that was held at Whitcomb School from 6-8pm on November 16<sup>th</sup> for families who have not had access to health insurance. Food and babysitting were advertised, and resources, including translators, were used to communicate to families that have barriers to health insurance. Mrs. O'Brien shared the logistics of this workshop in her report. Kayla Flaherty-Dawson and Rafael Silva, along with multiple Spanish and Portuguese translators, welcomed seven families. MPS plans to hold more of these workshops; the next one is projected to be in January 2023.

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# Marlborough Public Schools

---

**School Committee**  
 District Education Center  
 25 Union Street, Marlborough, MA 01752  
 (508) 460-3509

## 7. Acceptance of Minutes:

### A. Minutes of the November 9, 2021 School Committee Meeting

Motion made by Mrs. Matthews, seconded by Michelle Bodin-Hettinger to approve these minutes.

Motion passed 6-0-0.

## 8. Public Participation: None.

It should be noted that members of the public may provide comment via email before the meeting to [superintendent@mps-edu.org](mailto:superintendent@mps-edu.org). Public participation is a time for your comments to be heard by the committee; it is not a question-and-answer session.

## 9. Action Items/Reports

### A. FY22 Operating Budget Transfer

Mr. Dias outlined various budget transfers in the attached document.

Motion made by Mrs. Matthews, seconded by Michelle Bodin-Hettinger to approve these transfers.

Motion passed 6-0-0.

### B. FY22 School Calendar Adjustment

Superintendent Bergeron recommended that the February 22<sup>nd</sup> School Committee meeting be cancelled since that date falls on February vacation and the FY23 Budget Workshop will be held on February 16<sup>th</sup>. The calendar will be updated and sent out next week.

Motion made by Mrs. Hennessy, seconded by Michelle Bodin-Hettinger to approve this recommendation.

Motion passed 6-0-0.

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# Marlborough Public Schools

---

**School Committee**  
 District Education Center  
 25 Union Street, Marlborough, MA 01752  
 (508) 460-3509

## C. Acceptance of Donations and Gifts

**Amazon.** Amazon donated \$5,000.00 to Goodnow Brothers Elementary School.

Motion made by Mrs. Matthews, seconded by Michelle Bodin-Hettinger to approve this donation.

Motion passed 6-0-0.

**Hannaford Supermarket.** Hannaford Supermarket donated \$207.00 to Kane Elementary School.

Motion made by Mrs. Matthews, seconded by Michelle Bodin-Hettinger to approve this donation.

Motion passed 6-0-0.

**MA DESE Early College Support Grant.** MPS received this \$28,800.00 grant.

Motion made by Mrs. Matthews, seconded by Michelle Bodin-Hettinger to approve this donation.

Motion passed 6-0-0.

**MA DESE Food & Nutrition Program.** The MA DESE Food & Nutrition Program donated \$6,133.00 to MPS.

Motion made by Mrs. Matthews, seconded by Michelle Bodin-Hettinger to approve this donation.

Motion passed 6-0-0.

Superintendent Bergeron noted that an agenda item should be added to the meeting.

Motion made by Mrs. Matthews, seconded by Michelle Bodin-Hettinger to add an agenda item about the Office Support MOU.

Motion passed 6-0-0.

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# Marlborough Public Schools

**School Committee**  
 District Education Center  
 25 Union Street, Marlborough, MA 01752  
 (508) 460-3509

## **D. Office Support MOU**

Mrs. Matthews shared that earlier in Executive Session, the modification to the existing three-year contract for the Administrator MOU was approved, but she wanted to bring this item to the public meeting for a vote.

Motion made by Mrs. Matthews, seconded by Michelle Bodin-Hettinger to approve the MOU with the office support unit.

Motion passed 6-0-0.

## **10. Reports of School Committee Sub-Committees: None.**

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

Mrs. Matthews reviewed and signed the warrant.

Mrs. Hennessy congratulated those involved in Dessert Theatre.

Mrs. Hennessy also shared that Stevie's Backyard Eatery is looking for volunteers to help the organization/business for their Thanksgiving Feed a Family.

## **12. Adjournment:**

Motion made by Mrs. Matthews, seconded by Michelle Bodin-Hettinger to adjourn at 8:20 p.m.

Motion passed 6-0-0.

Respectfully submitted,

Heidi Matthews  
 Secretary, Marlborough School Committee

HM/jm

Approved December 14, 2021

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

**CONSERVATION COMMISSION**  
**Minutes**  
**November 4, 2021(Thursday)**  
**Marlborough City Hall – 3<sup>rd</sup> Floor, Memorial Hall**  
**7:00 PM**

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 CITY OF MARLBOROUGH

2021 DEC 15 A 7:47

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

**Absent:** none

**Approval of Minutes:** The minutes October 21, 2021 were reviewed and on a motion by Mr. White second by Mr. Clancy, they were unanimously approved 7-0.

**Public hearings:**

Notice of Intent (Continue from Oct. 21, 2021)

2 Minehan Lane – Department of Public Works

Tom DiPersio, City Engineer, was present and explained that the sewer contractor gave them a quote which is too much so this project will go out to bid. The plan is to remove the existing structure and pipe to the edge of the pond. Then install a new inlet structure attached to the existing pipe. They will use a machine with a large arm that can reach from the shore to the structure and also clear out the cattails and muck around the old structure as shown on the plans presented. The water runs in a small stream now into the hole so dewatering should be easy with a pump and sandbags around the work area. They may use a sump and stone pit and pump through a sedimentation tank before discharging back downstream into the drain. At this point there is no time frame. The connection with the sewer service will be part of the project for this house. There was discussion about the remaining cattails. Ms. Paquin had found information about cutting the stalks to 2-3 inches below the water level. This will essentially "drown" the plants if done at the right time. There was discussion about who would do this work, DPW will limit their work to the structure removal and new structure installation and work within the semicircle on the plan. The remaining work could be done by the neighbors or someone. The Commission decided this could be worked out in the conditions along with a note that the owners of 2 Minehan Ln should keep an eye on the outlet structure and keep it clear from clogging. Since a contractor hasn't been chosen, it was agreed that the contractor should attend a Commission meeting prior to construction. Also, that the sink holes near the driveway would need to be repaired too during this process. There being no further questions or concerns and no public input the hearing was closed. Ms. Ryder was asked to draft conditions for the next meeting.

**Request for Determination of Applicability**

99 Violet wood Circle -Yamir Dextre

Mr. Dextre, the unit owner, was present and explained that he would like to add a patio to his back yard. All excess materials will be removed (as he did for his deck which was approved several years ago) . They will add crushed stone and sand and cement pavers. All work will be done by hand, as machinery can't get in back. Patio will be 379 sq. ft. in

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size. All work is within the existing fence which is approximately on the 20' wetland buffer zone. He asked if he could take down the three pine trees that are right near the fence as well as they are threatening to snap during these windy storms. Ms. Ryder noted that she had done a site inspection and that there are plenty of young saplings in the 20' buffer zone which will grow quickly once these larger trees are removed, so there will be plenty of vegetation to replace the trees. Mr. Dunbar noted that he had also done a site visit and noted the patio would be an improvement to the back yard as the area is not growing grass and is raw. There being no further questions from the Commission or the audience, the hearing was closed. On a motion by Mr. Skarin, second by the Chairman, to issue a Negative Determination with standard conditions, the Commission voted unanimously 7-0 to approve.

**Certificate of Compliance:**

- DEP 212-1213 Avalon Marlborough II - Ms. Ryder noted that she has done several inspections of the site and finally all items that needed to be corrected have been done, including the cleaning of the wetlands that were impacted during several rain events. All conditions of the Order have been met and she recommended approval of a full Certificate of Compliance. There being no further discussion, on a motion from Mr. White and second by the Chairman, to issue a full Certificate of Compliance for this project, the Commission voted unanimously 7-0 to approve.

**Discussion:**

- Letter dated: Sept. 24, 2021, from Control Mass. Mosquito Control, RE: Permission slip for water management work – Millham Reservoir/Evelina Dr. Ms. Ryder noted that this area has been inundated by beavers and that so far 7 beavers have been trapped. The dam will then be breached to allow for the "lake" that was created to recede. Once that is done Mosquito control will investigate this area for any additional work needed to reduce mosquito populations.
- 342 Sudbury St. – Definitive Subdivision Plan – Comments to Planning Board - As required the Commission reviewed the proposed subdivision plan from one lot to two lots off Sudbury St. The Commission noted that there were wetlands just off the site and the buffer zone should be shown on the plans, they also noted that the 60' natural buffer is a good idea and will preserve some trees. The Natural buffer zone should be well defined as to what can and cannot be done in this area to ensure it stays a natural buffer. Last, erosion controls should be shown on the plans as this area is near a trout stream and therefore controlling runoff into Sudbury St. and the adjacent wetland will be critical. Ms. Ryder will send a letter with same to Planning Board for their meeting on Nov. 8<sup>th</sup>.
- Desert Natural Area – Proposed management update. Ms. Ryder and Ms. Paquin have been exploring the possibility of getting a grant to assist in the harvest and eventual burning of a section of the Desert Natural Area in order to restore the pitch pine scrub oak forest, as was done in 2014. They are working with the forester to determine what area to cut and how the harvest should be conducted. Details are still being gathered. Ms. Ryder wanted to be sure the Commission was kept up to speed and to hear any objections or concerns from the Commission as this is explored. There were no comments or objections. The Commission will be kept updated as more information is gathered.

**Correspondence/Other Business/ Project updates**

- Chairman Clancy asked for updates which were given as follows by Ms. Ryder:

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- 107 Simarano Dr.- Phase 2 has begun and most of the trees have been cut. No grubbing has occurred yet and they will follow the phasing plan discussed previously.
- 149 Hayes Memorial Dr. – they continue to blast, the sewer connection is being made, as they have blasted the entrance way so they can now make that connection. A portion of the site has been stabilized around the detention basin. Blasting and hauling will continue for another two months, weather permitting.

**Next Conservation Commission meetings:** Nov. 18<sup>th</sup> and Dec. 2, 2021

**Adjournment** - There being no further business, on a motion by Mr. White, second by the Chairman to adjourn, the Commission voted unanimously 7-0 to adjourn at 7:57 PM

Respectfully submitted,

  
Priscilla Ryder

Conservation/Sustainability Officer



# Marlborough Historical Commission Meeting Minutes

November 18, 2021

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CITY OF MARLBOROUGH  
2021 DEC 13 A 11: 02

City Hall 140 Main Street Council Committee Meeting Room

Attendees: Robert Fagone, Melanie Whapham, Brendan Downey, Pamela Wilderman

Absent: Andrea Bell Bergeron

Meeting called to order 7:06 PM

1. The following board members present: Robert Fagone, Melanie Whapham, Brendan Downey, & Pamela Wilderman.
2. On the Motion to approve September 2021 minutes, the Commission voted as follows: Downey AYE Fagone AYE Wildeman AYE Whapham AYE. The motion passed.
3. Correspondence & Communications.
  - a. On November 13, 2021, Marlborough Historical Commission board member Alan Slattery notified the board chair via email that he is resigning his position on the Commission effective immediately. The notification was submitted with regret to the Mayor's office and the City Clerk.
  - b. Reayd Basmaji of 98 Newton St has expressed some interest in joining the MHC board after January 2022. The Chair will follow up then to begin the process if Mr. Basmaji is still interested.
  - c. There was some confusion from residents about the recent communication from the city about standards and processes involving scenic roads. The Chair sent information to the Mayor's office and the DPW about the Historical Commission's Scenic Roads signage initiative.
  - d. The DPW is committed to moving forward with scenic road signage which should help increase awareness in the community about the issue.
4. Preservation by education.
  - a. Communication from Karin Paquin and Billy Dunbar of the Conservation Commission Panther Trail committee. Interest in the old Marlborough sedimentation beds off Framingham Road. Particular emphasis in using the sluice (waterfalls) as a stopping point, green area along the Panther Trail and off the roadway completely. The Chair visited the site and recognized it as a "gem" of a location for the residents of Marlborough. The Chair recommends the MHC participate wholeheartedly with the Conservation Commission and the DPW to see that this initiative is pursued and supported.
  - b. Historic house sign initiative. Based on the recent story published in the Community Advocate the demand from residents within the community for historic house markers has been encouraging. The Commission is still working out some particulars in reference to getting the signs manufactured and distributed once applications and checks have been properly submitted. The chair will produce a document that lays out the details and will be posted on the MHC website. A motion was made and seconded to authorize this

action. The vote was as follows: Downey AYE Fagone AYE Wildeman AYE Whapham AYE. The motion passed.

- c. There was a conversation about better ways for the Commission to leverage the website. Examples of other Massachusetts historical commission websites were shared and it was agreed that there were features that should be added that would support the MHCs general theme of “preservation by education”. In addition to make the MACRIS data more accessible there were several other recommendations made that will be discussed in future meetings.
5. A motion was made and seconded to adjourn the meeting at 8:19 PM. The vote was as follows: Downey AYE Fagone AYE Wildeman AYE Whapham AYE. The motion passed.

Respectfully Submitted,

Brendan Downey

Robert Fagone

**MINUTES  
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**Call to Order**2021 DEC 10 P 12:20 **October 18, 2021**

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, Sean Fay, Phil Hodge, George LaVenture, Chris Russ, and William Fowler. Meeting support provided by City Engineer, Thomas DiPersio.

**1. Draft Meeting Minutes****A. October 4, 2021**

On a motion by Mr. LaVenture, seconded by Mr. Mr. Russ, the Board voted to accept and file with a minor typo correction, the October 4, 2021 meeting minutes. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

**2. Chair's Business****A. Referred from City Council: Order #21-1008274C, Proposed Zoning Amendment to Chapter 650 to amend Section 61 Temporary Moratorium for Multi-Family Housing Projects.**

Mr. LaVenture read the public hearing legal notice into the record.

November 8, 2021, 7:00 PM was selected for the Planning Board's public hearing on the proposed zoning amendment.

**B. Marlborough Planning Board Subdivision Rules and Regulations**

Mr. LaVenture updated the Board on discussions he had with City Solicitor Jason Grossfield. Mr. LaVenture explained Mr. Grossfield indicated in his opinion there would be no problem with the Board filing the regulations with the land court and with the registry of deeds, at this time. If Mr. Grossfield had any comments or changes that are required to be made, he would refer those back the Board for review and potential vote at a subsequent public hearing.

On a motion by Mr. LaVenture, seconded by Mr. Fay, the Board voted to refer the Planning Board Rules and Regulations approved on September 13, 2021 to Legal for filing with the appropriate offices as required and confirmation that 1) no timeline restriction between voting their approval and the filing has been violated 2) that the Solicitor's earlier communication to the Board that the approved Rules and Regulations were not in final form will not negatively impact their integrity after filing. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

The Board had a discussion on procedures/standards for deciding items, example: variances and zoning changes. Mr. LaVenture and Mr. Russ decided to draft information on future discussions.

**C. Scenic Roads – ongoing discussion – no new information****D. Holiday Party discussion**

On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to move 2D. Holiday Party Discussion to the end of the meeting. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

**3. Approval Not Required (None)****4. Public Hearings (None)**

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**5. Subdivision Progress Reports**

**A. Commonwealth Heights Subdivision**

The Board had a discussion referencing several items throughout multiple Planning Board meeting minutes.

Mr. LaVenture referenced the following Planning Board meeting minutes:

- December 16, 2019, page 4, 3<sup>rd</sup> paragraph. Mr. Fay set clear expectations on extensions.
- June 8, 2020, page 2, last paragraph. Mr. Fay set clear expectations on extensions.

Mr. Russ had a discussion on item 21 within the covenant and the Board's plans to communicate with Scott Weiss about the Board's potential option of rescinding the approval of the Subdivision.

Mr. Fay referenced the following Planning Board meeting minutes:

- December 16, 2019, page 4, 3<sup>rd</sup> paragraph. "Mr. Fay would be opposed to extensions of an approval if the road was not completed."
- February 24, 2020, page 3, 2<sup>nd</sup> paragraph. "Mr. Weiss indicated he has a clear understanding of the Board's expectations."
- June 8, 2020, page 2, last paragraph. "Mr. Fay expressed his conviction that he will not support any approval extensions without demonstrated construction schedule progress."

Dr. Fenby referenced the following Planning Board meeting minutes:

- June 22, 2020

The Board had a discussion on how the Board previously set clear expectations for Mr. Weiss and how they believe Mr. Weiss is in current violation of the covenant because he was supposed to be submitting regular progress reports.

Mr. Russ and the City Engineer, Thomas DiPersio discussed adequate time for roadway construction before the August 24th, 2022 deadline.

The Board discussed any potential restrictions due to COVID-19 that would affect the Board's ability to rescind the approval. City Councilor, Kathleen Robey discussed the tolling extension that was part of the Governor's executive order for the emergency declaration.

Mr. LaVenture reminded the Board, Mr. Weiss had indicated multiple times he has no plans of doing the roadway construction and that he is relying on a developer for that.

Mr. LaVenture referenced the following Planning Board meeting minutes:

- December 16, 2019, page 4, 3<sup>rd</sup> paragraph. "Mr. Weiss repeated that they're not builders, and they will be looking for a partner to complete the road and houses as one process." And "Mr. Fay would be opposed to extensions of an approval if the road was not completed. Mr. Weiss will accept and commit to completing the roadway in the prescribed schedule."

On a motion by Mr. Fay, seconded by Mr. Hodge, the Board voted to send a letter to Mr. Weiss expressing the Board's concern that there has been no activity. The Board believes he is in current violation of the covenant and the Board wants to invite him to a future Planning Board meeting as a courtesy prior to commencing the process to rescind his approval. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: O. Motion carried.

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**B. Goodale Estates – Schedule update**

Mr. LaVenture read the correspondence from Kevin Gillis dated October 12, 2021 into the record.

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

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

City Engineer, Thomas DiPersio updated the Board on the Goodale Estates timeline, closing in December 2021.

On a motion by Mr. Fay, seconded by Mr. LaVenture, the board voted to have the Engineering Department draft a letter for: punch list items, entering the maintenance period, and the acceptance process. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

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

**7. Definitive Subdivision Submissions**

**A. 342 Sudbury Street, Marlborough, MA 01752**

Owner of Land: The 342 Sudbury Street Trust  
Address: 342 Sudbury Street, Marlborough, MA 01752  
Name of Engineer: Robert Parente  
Address: 21 Chapin Street., Northboro, MA 01532  
Deeds Book: 77825 Page: 110

Mr. LaVenture read the correspondence from Mr. Parente dated October 16, 2021 into the record.

On a Motion by Mr. Fay, seconded by Mr. Russ, the Board voted to accept and file the correspondence. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

Mr. Parente explained the submission includes a three-plan set of a proposed two lot subdivision.

1. 40-foot layout of the roadway and lotting plan
2. 18-foot roadway (waiver request) plan and profile showing hammerhead turn around (waiver request)
3. Site Grading and Drainage Plan

Mr. Parente explained on the north side of the property the plans display a (parcel A) because there is a potential of a Conveyance of a small portion of land. The plan includes a natural buffer zone to protect the privacy of some of the abutters.

Mr. Russ and Mr. Parente discussed providing a grading plan to reassure the Board that the natural buffer zone would remain protected during construction and if there was a way to protect the natural buffer zone in the deed for if the land was to be sold in the future.

On a motion by Mr. Fay, seconded by Mr. Russ, the Board voted to refer the definitive subdivision submission to Engineering for review. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

November 8, 2021, 7:00 PM was selected for the Planning Board's public hearing on the definitive subdivision for 342 Sudbury Street.

**8. Signs (None)**

**9. Correspondence (None)**



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**10. Unfinished Business (None)**

**11. Calendar Updates (None)**

On a motion by Mr. LaVenture, seconded by Mr. Russ, the board voted to bring 4D back up on the Agenda. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

**4. Chair's Business**

**D. Holiday Party discussion**

The Board had a discussion on the Holiday Party and picked December 20, 2021.

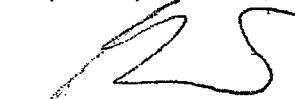
**12. Public Notices of other Cities & Towns**

**A. Misc. surrounding Cities/Towns Planning Board – Notices of Public Hearings**

On a Motion by Mr. Fowler, seconded by Mr. Russ, the Board voted to accept and file the correspondence. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

On a motion by Mr. Fowler, seconded by Mr. Russ, the Board voted to adjourn the meeting. Yea: Elder, Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

Respectfully submitted,



George LaVenture/Clerk

/kmm

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**MARLBOROUGH, MA 01752**

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**Call to Order**

2021 DEC 10 P 12:20

**November 8, 2021**

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, Sean Fay, Phil Hodge, George LaVenture, Chris Russ, and William Fowler. Matt Elder was not present at the meeting but was listening in remotely and will be using the certification pursuant to G. L. c. 39, Section 23D ("MULLIN RULE"). Meeting support provided by City Engineer, Thomas DiPersio.

**1. Draft Meeting Minutes****A. October 18, 2021**

On a motion by Mr. Russ, seconded by Mr. LaVenture, the Board voted to accept and file with minor typo corrections, the October 18, 2021 meeting minutes. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

**2. Chair's Business****A. Marlborough Planning Board Subdivision Rules and Regulations – ongoing discussion**

Mr. LaVenture updated the Board on discussions he had with City Solicitor Jason Grossfield. Mr. Grossfield indicated there is no required time frame between the approval of the Regulations and the filing, and the Subdivision Rules and Regulations go into effect on September 13, 2021 (the date the Board voted to approve and adopt them). The Planning Board Administrator indicated the Subdivision Rules and Regulations were filed and sent to the Registry of Deeds on November 8, 2021.

**3. Approval Not Required (None)****4. Public Hearings****A. City Council: Order #21-1008274C, Proposed Zoning Amendment to Chapter 650 to amend Section 61 Temporary Moratorium for Multi-Family Housing Projects**

Chairperson Fenby opened the hearing. Mr. LaVenture read the public hearing legal notice into the record. Chairperson Fenby provided instructions to those in attendance. The hearing was conducted in the following stages: 1) Presentation 2) Those speaking in favor 3) Those speaking in opposition 4) Comments and questions from the Board members.

**Presentation:**

Mayor Arthur Vigeant explained he is asking for this extension on the moratorium because the City is still waiting to get guidelines from the Department of Housing and Community Development (DHCD) for their new housing proposal. DHCD is in the process of setting the ground rules. Mayor Vigeant explained he is hoping to have the guidelines by the end of calendar year and doesn't anticipate coming to the Planning Board again for an extension.

**Speaking in Favor of the Amendment:**

(No one spoke in favor)

Dr. Fenby closed this portion of the Public Hearing.

**Speaking in Opposition to the Amendment:**

City Councilor Michael Ossing, 43 Varley Road, Marlborough, MA 01752 spoke in opposition.

Mr. Ossing, provided a timeline of the history of this moratorium:

- April - The Mayor provided the letter asking for the 90-day moratorium.
- June - The Planning Board endorsed the 90-day moratorium.

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- July - The City Council endorsed the 90-day moratorium, and it was extended to October.
- October 4<sup>th</sup> – The Mayor provided a letter asking to extend the moratorium to the end of year.
- November 8<sup>th</sup> - Today, five weeks later we still don't have the guidelines from the state.

Mr. Ossing explained there is not adequate time for a multi-family housing project to come to the City Council, hold a public hearing, send it to committee and decide within the three City Council meetings left this year. Based on timing, the ability of the City Council to do its job, and the uncertainty of when this guidance will become available, he encouraged the Planning Board to provide a negative recommendation on the extension. However, if the Board wishes to send a favorable recommendation, he asked the Board to recommend excluding the proposed project at the Campus. The Campus submitted their application in September with anticipation the housing moratorium would end in October. It's now in Urban Affairs for review.

City Councilor Kathleen Robey, 97 Hudson Street, Marlborough, MA 01752 spoke in opposition. Mrs. Robey backed and supported all the points Mr. Ossing addressed.

Dr. Fenby closed this portion of the Public Hearing.

**Questions and Comments from the Planning Board:**

Mr. Fay asked the Mayor respond to Mr. Ossing. Mayor Vigeant explained if there is not adequate time for a multi-family housing project to come into to the City before the end of the year as Mr. Ossing argued then why not approve the moratorium. He did not favor having one complex carved out of the moratorium. Mr. Vigeant reminded the board that single family homes are not included in the moratorium.

Mr. Fay asked the Mayor, is the State asking the City to extend the moratorium? Mayor Vigeant said no.

Mr. Fowler asked Mr. Ossing, is the Campus project the only project that is currently filed with the City? Mr. Ossing said yes.

Mr. LaVenture asked Mr. Ossing, what are the ramifications for the Campus project if a complete moratorium was approved? Mr. Ossing explained, he is not sure of the impact it would cause if they were to have to wait until January for submittal.

Mr. Russ asked Mr. Ossing, is the Campus project currently submitted and being reviewed? Mr. Ossing said no. Mr. Russ asked, at the next meetings can you still review and discuss the project, just not approve it? Mr. Ossing said no, the way the language is in the housing moratorium, there is no submittal of site plan documents to the City.

Mr. Fay asked, what would the timeline be if the Campus were to submit at the next meeting? Mr. Ossing explained it is hard to determine without input from the City Council. The Council still needs to approve the master plan and the development agreement, which the council is reviewing at tomorrow's Urban Affairs meeting.

Dr. Fenby closed the public hearing.

**B. 342 Sudbury Street, Marlborough, MA 01752 – Definitive Subdivision Plan**

Owner of Land: The 342 Sudbury Street Trust  
 Name of Engineer: Robert Parente  
 Deeds Book: 77825 Page: 110

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Chairperson Fenby opened the hearing. Mr. LaVenture read the public hearing legal notice into the record. Chairperson Fenby provided instructions to those in attendance. The hearing was conducted in the following stages: 1) Presentation 2) Those speaking in favor 3) Those speaking in opposition 4) Comments and questions from the Board members.

**Presentation:**

Neal Vigeant (342 Sudbury Street, Marlborough, MA 01752) explained he purchased the 342 Sudbury Street property earlier this year with intentions of making it a rental property and using the land behind it for his family farm operations, for sawmilling, harvesting the soil and a family gathering location. Mr. Vigeant explained, after renovating the property he realized that use would be a nuisance to the surrounding area. His proposed subdivision would create an additional lot. He is asking the Planning Board for waivers to prevent the construction of a public way for the one house. The waivers would allow the entrance to this house appear more of a driveway than a road. The proposed subdivision includes a large buffer zone equal to about an acre of land, which will be recorded in the deed. This buffer zone recorded in the deed would be permanent and would remain unchanged even if the property were to be sold in the future.

Robert Parent went over the submitted plans. The plans display:

- 18-foot-wide paved area with a hammer-head turn around
  - o Providing the proposed Lot 2 with the required frontage
  - o This paved area would be owned by the owner of Lot 2 as it would remain private
- New sewer, water, and underground electrical lines
- The proposed Lot 1 with the existing house - 1.006 acres
- The proposed Lot 2 - 2.0127 acres
- An estimated 3,000 sqft footprint for the new house
  - o 60 ft off the layout of the cul-de-sac
  - o 120 ft off the stone wall on the Carisbrooke houses
- List of waivers:
  - o Reduce road layout width to 40'
  - o Reduce pavement width to 18'
  - o No sidewalks
  - o No curbing
  - o To construct the road in accordance with the cross section shown on the profile sheet

Mr. LaVenture read the correspondence dated November 1, 2021, from the City Engineer Thomas DiPersio, Engineering Department into the record.

Mr. LaVenture read the correspondence dated October 8, 2021, from Assistant Chief Jeffrey Gogan, Marlborough Fire Department into the record.

Mr. LaVenture read the correspondence dated November 8, 2021, from Priscilla Ryder, Conservation into the record. See the attached letter.

**Speaking in Favor of the Amendment:**

Paul Ditullio, 86 Boivin Drive, Marlborough, MA 01752 spoke in favor.

Mr. Ditullio explained I think for one house a road is not necessary, the driveway they're asking for would be sufficient. Roads require a lot of maintenance and letting the owner deal with the maintenance for this road would be the best option.

Fred Brewitt, 299 Sudbury Street, Marlborough, MA 01752 spoke in favor.

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Mr. Brewitt asked, is there was a maximum length a driveway can be? Mr. DiPersio said no. Mr. Brewitt asked, is there a required set back from the stone wall on the property line, Mr. DiPersio explained there is a 5-foot set back requirement from the property line.

Joe Verri, 128 Prendiville Way, Marlborough, MA 01752 spoke in favor.

Mr. Verri explained he is a direct abutter and the buffer zone would maintain the natural beauty of his backyard. Mr. Verri expressed his support for the proposed driveway concept in lieu of a full roadway construction.

Dr. Fenby closed this portion of the Public Hearing.

**Speaking in Opposition to the Amendment:**

John Brackett, 45 Harper Circle, Marlborough, MA 01752 spoke in opposition.

Mr. Brackett read the letter he submitted into the record. See agenda packet for complete letter.

Rocco Collura, 368 Sudbury Street, Marlborough, MA 01752 spoke in opposition.

Mr. Collura explained he is not an immediate abutter and supported all the key points in Mr. Brackett's letter.

Mr. Collura's biggest concern is what could happen to the neighborhood down the road.

Michelle Feddersohn, 356 Sudbury Street, Marlborough, MA 01752 spoke during the opposition portion of the public hearing and explained she is not in total opposition of the proposed subdivision and addressed concerns on the buffer zone along her property and spoke against the concept of a full roadway construction.

Mr. Vigeant addressed Mrs. Feddersohn's concerns, explaining he met with owners of 356 Sudbury Street and proposed putting back in a buffer zone and selling them about 21,000 sq ft of their grass for \$5.00. So they would own it and be able to keep their yard intact. He offered to put back as much of the natural buffer as possible to try to address their concerns.

Gregory Garson, 36 Harper Circle, Marlborough, MA 01752 spoke in opposition.

See the attached letter.

David Moores, 356 Sudbury Street, Marlborough, MA 01752 spoke during the opposition portion of the public hearing and explained he is not opposed to the subdivision but is opposed to a full roadway construction.

Rose Marie Boniface, 24 Harper Circle, Marlborough, MA 01752 spoke in opposition.

See the attached letter.

Steve Warren, 49 Harper Circle, Marlborough, MA 01752 spoke in opposition.

Mr. Warren discussed concerns for the brook, the wildlife, and the water/flooding issue within the area.

Lisa Nilan, 368 Sudbury Street, Marlborough, MA 01752 spoke in opposition.

Mrs. Nilan addressed concerns about setting a precedent, potential wind issues because of trees being taken down, flooding and blasting with in the neighborhood.

Dr. Fenby closed this portion of the Public Hearing.



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Dr. Fenby addressed questions that have been raised by the public.

- Water flow will be monitored by the Engineering Department, regularly and as part of the City's responsibly as developments occur.
- The brook is monitored by Conservation.
- The issue with the subdivision setting a precedent is something the Planning Board has already reviewed.

**Questions and Comments from the Planning Board:**

Mr. Russ and Mr. Fay addressed concerns on the lack of details on the list of waivers, specifically number 5 and the potential need for curbing or berms to get the water flow to the catch basins.

Mr. Russ explained the plans need more details. The cross section doesn't show underground power or communication and the driveway is undefined, other than "18-feet-wide". There are no dimensions on the hammer-head turn around, which the Fire Department needs to know in order to determine if their trucks can turn around. Mr. Russ asked if there could be a 20-foot buffer zone on each side between the two properties. Mr. Parente explained there is a recharge area on one lot but there could be a buffer zone on the other. Mr. Russ also explained any tree over 12 inches in diameter needs to be labeled on the plans, as staying, or going and there should be drawings showing trees in the buffer zone as discussed with the 356 Sudbury neighbors.

Mr. Russ asked if the driveway can be considered the legal frontage if it is owned by the property owner. Mr. DiPersio explained if the Planning Board approves it as a "way" it can be used as legal frontage even if it is private.

Mr. Russ addressed concerns on the 3,000 sqft home not fitting in with the character of the neighborhood and asked if home sizes in the area could be provided.

Mr. Vigeant offered a site visit to address concerns.

Mr. Fowler expressed his concerns on the water flow issues, the driveway being a private way and asked if the house could be placed in a spot to cause the least amount of removal of trees.

Mr. Vigeant explained the proposed house is a significant distance uphill from this brook. The re-charge basins will prevent the water from the 342 property to make it to the brook.

Mr. Fay addressed the concerns on the buffer zone from the brook really being a "no disturb" zone.

The Board had a discussion on the new rules and regulations and that the 342 Sudbury Street Definitive Subdivision Plan should be held to the new standards, as the new Subdivision Rules and Regulations were approved and adopted on September 13, 2021.

Dr. Fenby closed the public hearing.

**5. Subdivision Progress Reports**

**A. Commonwealth Heights Subdivision – ongoing discussion**

Dr. Fenby informed the Board Scott Weiss would attend the December 6, 2021 Planning Board meeting.

On a motion by Mr. LaVenture, seconded by Mr. Russ the board voted to accept and file the correspondence. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

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MARLBOROUGH PLANNING BOARD  
MARLBOROUGH, MA 01752**

**B. Goodale Estates – ongoing discussion**

Mr. LaVenture read the correspondence from the City Engineer Thomas DiPersio, Engineering Department into the record.

On a motion by Mr. LaVenture, seconded by Mr. Russ the board voted to accept and file the correspondence. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

Mr. DiPersio informed the Board Kevin Gillis would have the requested information for the November 22, 2021 meeting.

- 6. Preliminary/Open Space/Limited Development Subdivision (None)
- 7. Definitive Subdivision Submissions (None)
- 8. Signs (None)
- 9. Correspondence (None)
- 10. Unfinished Business (None)
- 11. Calendar Updates (None)

**12. Public Notices of other Cities & Towns**

**A. Misc. surrounding Cities/Towns Planning Board – Notices of Public Hearings**

On a motion by Mr. Russ, seconded by Mr. LaVenture the board voted to accept and file the correspondence under 12. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

**4. Public Hearings (Continued)**

**A. City Council: Order #21-1008274C, Proposed Zoning Amendment to Chapter 650 to amend Section 61 Temporary Moratorium for Multi-Family Housing Projects**

On a motion by Mr. Fay, seconded by Mr. LaVenture, the Board voted to send a favorable recommendation to the City Council on the proposed order 21-1008414 to extend the Temporary Moratorium for Multi-Family Housing Projects through to December 31, 2021.

If the City Council sees fit to approve the Zoning Amendment, the Planning Board suggests the following:

- Request that the Mayor notify the Planning Board and City Council as soon as possible if Mayor anticipates the need for additional extensions of the moratorium;
- Exclude the Campus development that was previously reviewed by the Planning Board in connection with a recommendation for a zoning change; said exclusion to be limited for review purposes only, not approval.

Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0 Motion carried 6-0.

On a motion by Mr. Fowler, seconded by Mr. Russ, the Board voted to adjourn the meeting. Yea: Fay, Fowler, Hodge, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

Respectfully submitted,

  
George LaVenture/Clerk

/kmm



# *City of Marlborough*

## *Conservation Commission*

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3768 Facsimile (508) 460-3747

### **Memorandum**

To: Barbara Fenby, Chairwomen  
Planning Board

From: Priscilla Ryder, Conservation/Sustainability Officer *PR*

Date: November 8, 2021

RE: 342 Sudbury St., Definitive Subdivision Plan

The Conservation Commission is in receipt of and reviewed, at its November 4, 2021 meeting, the following plan: Definitive Subdivision Plan in Marlborough, MA

Location: 342 Sudbury St.

Owner: 342 Sudbury St. Trust

Dated: October 15, 2021

Prepared by Robert Parente, P.E.

Sheets: 1-3

The Commission provides the following comments:

1. Please confirm that any work relative to this project is outside the 100' buffer zone and 200' riverfront area to the adjacent stream which is between this lot and Harper Circle. Based on the GIS map it doesn't appear that there are any wetlands on this lot, just buffer zone. These should be shown on the final plans
2. The plans show a 60' area referenced as "Natural Buffer". The Commission agrees that this is a good way to limit impact to adjacent properties. Can this Natural buffer area be well defined on the plan as to what is intended? i.e., no clearing, except for dead or dying trees, keep the undergrowth intact, no building, no sheds, no storage – etc. Other buffers in the past have not been clearly defined and enforcement has been difficult. Clearly defining the intent of this natural buffer and adding it to the plan will make this task easier in the future.
3. Please ensure that erosion controls are shown on the plan to prevent mud from tracking or flowing into Sudbury St. or onto the adjacent down hill properties. The adjacent stream flows into the Desert Natural area which contains one of our few native trout brooks in this region so all efforts to keep it clean is required.

If you have any questions on the above, please let me know.

Cc: Tom DiPersio, City Engineer  
Tin Htway, Building Commissioner  
Ed Clancy, Conservation Commission Chairman

TO: Members of the City of Marlborough Planning Board

DATE: November 6<sup>th</sup>, 2021

FROM: Gregory Garson & Allison Crouse (36 Harper Cir, Marlborough, MA 01752)

RE: Proposed sub-division plan for land located at 342 Sudbury Street, Marlborough, MA 01752

Dear Planning Board Members,

We are writing to you in **opposition** to the proposed sub-division and development of the land located at 342 Sudbury Street in Marlborough. This land directly abuts our property and the proposed development will be in direct view behind our house in direct opposition to the primary reason we selected this home / location in the first place – the secluded, wooded location surrounded by trees providing a natural barrier and delineation between properties in our neighborhood and adjacent neighborhoods.

Furthermore, we believe that the proposed development will have the following impacts on our neighborhood and our property directly, detailing further why we are opposed to the sub-division and subsequent development plans:

- Our property and that of the surrounding neighbors who have abutting properties to the one located at 342 Sudbury Street contains protected wetlands that encompass the vast majority of the back portion of our properties
- Traversing these wetlands is an active stream with wildlife that requires protection
- The active stream is a tributary to a larger body of water which is a protected trout stream, again, with wildlife that requires protection
- The proposed development would cause irreparable damage to this fragile wetlands eco-system and the downstream eco-systems that are fed and supported by our stream – an eco-system that a lot of wildlife have come to depend upon (e.g. turkeys, deer, coyotes, fisher cats, squirrels, chipmunks, rabbits, owls, hawks and many, many more) – there has not been a proper environmental impact assessment for this proposal
- Given the elevation of the proposed development – which is located on a rise above the wetlands and stream traversing these wetlands – the waterflow would be severely impacted by the removal of trees, the disturbing of the land structures and the development of new buildings (and supporting infrastructure) on land above the wetlands
- Irrespective of the damage to the wetlands (which is a certainty), the location of the proposed development would necessitate the removal of most if not all of the old growth timber in the wooded areas, which would alter the canopy of the wooded area and change the structure of the vegetation in this natural buffer zone – these trees could not be moved or replaced
- The removal of this old growth timber would also have two additional (and significant) impacts to our property:

1. The winds that come through the area – sometime quite severely – would have no natural buffers to prevent them from slamming into our trees that are closer to our home, significantly raising the risk of a catastrophic collapse of a ‘killer tree’ (one that is large enough to take out any of the homes it is near, and potentially killing us as occupants) – we have seen this happen with the removal of a large area of trees by one of the neighbors on Harper Cir, causing us to have to spend significant amounts of money on tree removal
  2. The water that flows from the elevated portion of our property, the portion that abuts the proposed sub-division and development, is contained by the trees and foliage that are in the wooded zone. The removal of these trees and foliage will cause significant amounts of water to flow down to and beyond the creek / *stream that traverses the property and raises the flood risk on our property.* Again, we have seen evidence of this occurring as a direct result of the removal of trees and foliage between 10 Harper Cir & 24 Harper Cir, causing significant flooding onto the land at 24 Harper Cir.
- Given the lack of proper infrastructure in place to support the new sub-division and subsequent development, and the fact that we went thru a recent 2+ year ‘intrusion’ to put in sewers in our development, this new home would not comply with the required infrastructure and could tax our newly implemented infrastructure unduly
  - The final point I will make is around the impact of our ability to enjoy our property free from intrusion and interference from on-lookers – we purchased our property because of the natural seclusion that it came with. This seclusion also came with a ‘buffer zone’ in the back – the area that abuts the proposed sub-division and development – of a wetlands area that we were told could not be developed. The proposed development would place a home in open view of our backyard, in direct opposition to the natural seclusion we sought and paid for more than 15 years ago and that our neighbors equally sought out and paid for when they purchase homes in this neighborhood.

In conclusion, we are opposed to the sub-division and development because of the environmental impacts it will cause, the intrusion on our right to enjoy our property without interference from our neighbors, and the unnecessary need for another home, without proper infrastructure, to be added to this area.

Thank you for allowing us to provide input into your decision-making and we hope you will vote to decline the request.

Sincerely,

Gregory Garson & Allison Crouse

36 Harper Cir, Marlborough, MA 01752

[gig@zz48.com](mailto:gig@zz48.com)

781-267-1498



24 Harper Circle  
Marlborough, MA 01752  
November 8, 2021

RE: Proposed Subdivision 342 Sudbury Street, Marlborough, MA 01752

Dear Planning Board Members:

We purchased our current home at 24 Harper Circle in July 1985 and were the third family to move into the Carisbrooke development in January 1986. From all of the lots that were available, we carefully chose our private wooded lot on a small cul de sac, Harper Circle. We have lived here for almost 37 years and have witnessed many events and changes in our neighborhood during this time.

As a direct abutter, there are many reasons that we oppose the proposed subdivision at 342 Sudbury Street, but we will focus on four primary concerns.

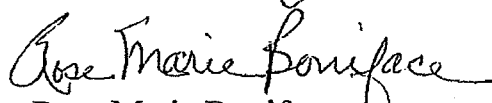
1. **Water flowage and drainage** is of utmost concern to us. Our section of the development is very wet with a high water table and wetland areas. The Carisbrooke developers designed an elaborate flowage and drainage system with underground pipes, culverts, detention ponds, and open brooks. Our backyard contains both a drainage easement and a flowage easement, and an open brook. Our land floods with heavy rains and we have seen times when the brook water has risen so high that it has met our inground pool water. Following any rain, our backyard cannot be mowed for many days because it is too wet. More recently in heavy rains, water is flowing swiftly along the foundation of our home and we are forced to use a pump to divert it from our basement.
2. The proposed subdivision lot is on a **significant elevation** above our lot. The construction of the proposed new home, as well as its inherent removal of trees and other vegetation, will inevitably cause **increased runoff of water** onto our property, exacerbating the wet conditions we already have.

3. Further, we would **suspect that the proposed subdivision lot has ledge that may need to be blasted**. Our lot has ledge and we had to blast to put in our inground pool. We are concerned about **potential damage to our pool**. Four years ago when the City's contractors blasted to install sewerage on our street, the blasting caused a crack in our pool which needed to be repaired.
4. Lastly, we are concerned about the **environmental and conservation impacts** of the proposed subdivision. The brook on our property flows into a protected Sudbury Valley Trustees trout stream. Runoff from the proposed construction threatens the brook and stream beyond. Removing decades old trees and other natural vegetation impacts the ecological balance in the area and increases the flood risk on our property.

No matter what buffer zones are created to "appease abutters", the approval of this subdivision will forever change the homes and properties of those of us who purchased and expected to continue to enjoy private, wooded homesites without increased water and drainage problems, preventable environmental impacts, and loss of privacy. We urge you not to approve this subdivision.

Very truly yours,

  
James G. Boniface

  
Rose Marie Boniface

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

1A

RECEIVED  
 CITY CLERK'S OFFICE  
 CITY OF MARLBOROUGH

**Call to Order**

2021 DEC 10 P 12:20      **November 22, 2021**

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, Matthew Elder and William Fowler. Sean Fay was not present at the meeting but was listening in remotely. Meeting support provided by City Engineer, Thomas DiPersio.

**1. Draft Meeting Minutes****A. November 8, 2021**

On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to accept and file the November 8, 2021 meeting minutes with minor typo corrections. Yea: Elder, Fowler, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

**2. Chair's Business (None)****3. Approval Not Required (None)****4. Public Hearings (None)****5. Subdivision Progress Reports****A. Goodale Estates – ongoing discussion**

Mr. LaVenture read the November 17, 2021 correspondence from Kevin Gillis into the record.

Mr. LaVenture read the November 22, 2021 correspondence from Code Enforcement Officer, Pamela Wilderman into the record. – See attached.

Mr. Gillis provided an update, he explained the final coat of paving is finished, the trees have been installed, the as-built plans have been distributed and the monuments are in place. Mr. Gillis explained he is requesting the bonds be reduced to the 10% contingency warranty amount for the one-year period.

On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to accept and file the correspondence and to refer the bond reduction request to Engineering. Yea: Elder, Fowler, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

Mr. Gillis and the City Engineer, Thomas DiPersio had a discussion regarding specifications on the one-year maintenance period and the street acceptance process.

**B. Commonwealth Heights Subdivision – no discussion****6. Preliminary/Open Space/Limited Development Subdivision (None)****7. Definitive Subdivision Submissions****A. 342 Sudbury Street, Marlborough, MA 01752 – Definitive Subdivision Plan – ongoing discussion**

Owner of Land:            The 342 Sudbury Street Trust

Name of Engineer:      Robert Parente

Deeds Book:              77825 Page: 110

Mr. LaVenture read the November 19, 2021 correspondence from John Garside, Board of Health into the record.

Mr. LaVenture read the November 22, 2021 correspondence from Priscilla Ryder, Conservation into the record.

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Mr. LaVenture read the November 19, 2021 correspondence from City Engineer, Thomas DiPersio, Engineering Division into the record.

The Board decided to waive the reading of the three letters from abutters:

- John and Ann Bracket (45 Harper Circle) in opposition.
- Rose Marie Boniface (24 Harper Circle) in opposition.
- Christie Herlihy-Starr and William Starr (98 Prendiville Way) in favor.

Mr. LaVenture asked Mr. Vigeant and Mr. Parente if they have had the opportunity to review the September 13, 2021 revisions to the Subdivision Rules and Regulations and if the current plans submitted follow the new requirements.

Mr. Parente explained he believes the 342 Sudbury Street definitive subdivision was submitted under the old Subdivision Rules and Regulations.

Mr. LaVenture emphasized with several key points that the new rules and regulations were approved and adopted on September 13, 2021. At the November 8, 2021 Planning Board meeting the Board decided any definitive plan submitted since September 13, 2021 would be held under the new rules and regulations.

Mr. Vigeant asked if he could have a waiver of the arborist portion of the new rules and regulations explaining the forest is a pine forest vs a hardwood forest.

Mr. Russ addressed several concerns/questions:

- Existing conditions plan needs to show all the trees on the property.
  - o Asking, are there other trees you are planning to remove?
- Are you planning on doing any site work on lot 1?
  - o Mr. Vigeant explained lot 1 is staying the way it is.
- Are you planning on developing lot 2 yourself?
  - o Mr. Vigeant explained if everything goes as planned, yes.
- Are you clearing lot 2 other than the buffer zone?
  - o Mr. Parente explained they have to.
- Providing some natural vegetation such as oak trees and maple trees to the property line area for the abutters Mooers and Feddersohn.
- Does the Planning board allow the 18-foot-wide roadway with the berms or go to the proposed 20-foot?
  - o Mr. DiPersio explain the 18-foot width is adequate and coincides with keeping it minimal.
- The cultec system proximity to the 200-foot river front buffer.
  - o Mr. Parente explained he can move it closer to the cul-de-sac radius moving it further away from the river front.
- Existing conditions plan doesn't show the retaining wall on the right-of-way.

On a motion by Mr. Elder, second by Mr. LaVenture the Board voted to refer the 342 Sudbury Street definitive subdivision to legal for written guidance on which version of the rules and regulations the board can use. Yea: Elder, Fowler, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

The Board had a discussion and requested Mr. Vigeant provide a by-right plan for the next meeting.

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Mr. DiPersio explained he has reviewed the flooding information that was provided and is in the process of reviewing the original subdivision plans for the Carisbrooke homes.

Rose Marie Boniface (24 Harper Circle, Marlborough, MA 01752) and Gregory Garson (36 Harper Circle, Marlborough, MA 01752) addressed concerns on the flooding issues.

Mr. DiPersio explained he doesn't think the 342 Sudbury Street development would make the flooding issue worse. The infiltration systems they have for the new pavement will not change anything regarding the runoff. The storm water system will catch the water and the soil will be able to infiltrate it. He explained it is Mr. Parente's design challenge to show that the development on the lot won't make the runoff more in volume or velocity, which the Engineering Division will review.

Mr. DiPersio addressed holding the 342 Sudbury Street subdivision to the new rules and regulations and requested the Board members to determine which aspects of the changes were most important for this subdivision.

Mr. Vigeant and the Board members had a discussion regarding a site visit.

On a motion by Mr. Elder, seconded by Mr. LaVenture, the board voted to accept and file all correspondence. Yea: Elder, Fowler, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

- 8. Signs (None)
- 9. Correspondence (None)
- 10. Unfinished Business (None)
- 11. Calendar Updates (None)
- 12. Public Notices of other Cities & Towns (None)

On a motion by Mr. Fowler, seconded by Mr. Elder, the Board voted to adjourn the meeting. Yea: Elder, Fowler, LaVenture, Russ, and Fenby. Nay: 0. Motion carried.

Respectfully submitted,



George LaVenture/Clerk

/kmm



*City of Marlborough*  
*Commonwealth of Massachusetts*



Pamela A. Wilderman (X30201)  
 Ethan Lippitt (X30200)  
 Code Enforcement  
 140 Main Street  
 Marlborough, MA 01752  
 Phone: (508) 460-3776 (x30201)  
 Fax: (508) 460-3736  
 Email: [pwilderman@marlborough-ma.gov](mailto:pwilderman@marlborough-ma.gov)  
[elippitt@marlborough-ma.gov](mailto:elippitt@marlborough-ma.gov)

November 22, 2021

Barbara L. Fenby, Chairperson  
 Marlborough Planning Board  
 135 Noll Street  
 Marlborough, MA 01752

RE: Blight Inspection  
 Goddard Estate Subdivision

Dear Chairperson Fenby and Members:

Please excuse the delay in getting this correspondence to you. I have inspected the above referenced subdivision as requested and find no concern under Chapter 485 of the City of Marlborough General Code, "Blight".

As always, please feel free to contact this office if you have any further questions.

Sincerely,

Pamela A. Wilderman  
 Code Enforcement Officer

Cc: File