

REGULAR MEETING  
JUNE 3, 2019  
TIME: 8:00 PM

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

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 MAY 30 P 2:15

1. Minutes, City Council Meeting, May 20, 2019.
2. PUBLIC HEARING On the Petition from Massachusetts Electric and Verizon New England, to relocate Pole and anchor #6 to the opposite side of Boudreau Avenue to accommodate a city road widening project, Order No. 19-1007690.
3. JOINT PUBLIC HEARING WITH THE PLANNING BOARD On the Proposed Revised Zoning Amendment to Chapter 650, §5, §17, & §18 – Home Office and Contractor/Landscape Contractor Storage Yards, Order No. 18/19-1007500D.
4. Communication from the Mayor, re: Appointment of Jason Grossfield as City Solicitor of the City of Marlborough, effective May 20, 2019.
5. Communication from the Mayor, re: Capital Project Requests, which include a Bond Request in the amount of \$4,000,000.00 for road projects and a Transfer Request in the amount of \$1,752,958.50 for various department needs.
6. Communication from the Mayor, re: Transfer Request in the amount of \$49,090.00 00 to fund the recently ratified 3-year contract with the DPW Engineers Local 176 through FY2021.
7. Communication from the Mayor, re: Transfer Request in the amount of \$6,000.00 from Reserved for Salaries to City Solicitor to fund the position for the remainder of FY19.
8. Communication from the Mayor, re: S+P Global Bond Rating for the City of Marlborough.
9. Communication from City Clerk, Steven Kerrigan, re: Appointment of Wilson Chu as Assistant City Clerk effective June 3, 2019.
10. Communication from City Solicitor, Jason Grossfield, re: Proposed License for Outdoor Seating requested by Melynda & JP Gallagher of Lost Shoe Brewing and Roasting Company, 19 Weed Street in proper legal form, Order No. 19-1007671.
11. Communication from City Solicitor, Jason Grossfield, re: Proposed Zoning Map Amendment, by St. Mary's Credit Union for land on John Street, identified as Map 82, Parcels 112 & 113, in proper legal form, Order No. 19-1007569B.
12. Communication from City Solicitor, Jason Grossfield, re: Proposed Zoning Ordinance Amendment to add to Chapter 650 a new section, which will create the Executive Residential Overlay District in the Simarano Drive and Cedar Hill Road Area, in proper legal form, Order No. 19-1007533D.

**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.**

13. Communication from City Solicitor, Jason Grossfield, re: Proposed Grant of Public Trail Easement, Proposed Conservation Restriction and Proposed Regulatory Agreement, Avalon Orchards, 91 Boston Post Road East, in proper legal form, Order No. 19-1007388.
14. Communication from City Solicitor, Jason Grossfield, re: Proposed Zoning Ordinance Amendment to Chapter 650, §5, §17, & §18 – Home Office and Contractor/Landscape Contractor Storage Yards, in proper legal form, Order No. 18/19-1007500D.
15. Communication from Code Enforcement Officer, Ethan Lippitt, re: Request for Signs, Spenga, 115 Apex Drive, within the HRMUOD, Order No. 16/19-1006443.
16. Communication from the MA State Lottery Commission re: Application for Keno License, Firefly's, 350 East Main Street.
17. Application for Special Permit from Attorney Brian Blaesser, on behalf of Cameron General Contractors, to construct a Senior Independent Living Multifamily Community, pursuant to the provisions of the Retirement Community Multifamily Overlay District, 90 Crowley Drive.
18. Minutes, School Committee, April 23, 2019 & May 14, 2019.
19. Minutes, Commission on Disabilities, April 9, 2019.
20. Minutes, Conservation Commission, April 4, 2019 & May 2, 2019.
21. Minutes, Council on Aging, April 9, 2019.
22. Minutes, License Board, April 24, 2019.
23. Minutes, Retirement Board, March 26, 2019.
24. Minutes, Traffic Commission, April 24, 2019.
25. CLAIMS:
  - a) Shakirah Najjemba, 8 Joanne Drive, #15, Ashland, pothole or other road defect.

## REPORTS OF COMMITTEES:



## UNFINISHED BUSINESS:

From Urban Affairs Committee

26. **Order No. 19-1007569B: Proposed Zoning Map Amendment from Attorney Brian Falk on behalf of St. Mary's Credit Union, regarding Rezoning of land located on John Street.** The Committee reviewed the petition on April 30<sup>th</sup> and May 9<sup>th</sup> with Attorney Brian Falk. Also, appearing on behalf of St. Mary's Credit Union: Robert Michaud, P.E. and Daniel Dumais, P.E. of MDM Transportation Consultants, Inc.; Josh Swerling, P.E. and Randy Miron of Bohler Engineering; and Jim Petkewich, Senior Vice President, St. Mary's Credit Union. The zoning petition seeks to rezone Parcels 112 & 113 on John Street from Residence C to Business. These parcels abut St. Mary's existing branch location on South Bolton Street. The zoning will incorporate the two parcels into the St. Mary's site to permit the construction of a new building, including a modern branch location with a coffee shop (Starbucks) and drive through facilities for each. The residential properties at 31 & 35 John Street will be torn down and replaced with the new building.

By email dated May 9, 2019, City Solicitor Rider advised removing the language that extended the rezoning to the centerline of John Street, pointing out that zoning does not extend into the public way even though the GIS indicates it does.

By letter dated April 30, 2019, the Planning Board voted to send a generally favorable recommendation with the following comments:

- Reposition of property dumpsters to reduce potential impact on abutting neighbors;
- Reposition the proposed structure(s) closer to the Maple Street Business District to lessen impact on surrounding residential neighborhood;
- Analyze traffic impacts to ensure safety at the John Street park and consider mitigating designs to facilitate left hand turns at the John Street and South Bolton Street intersection.

**Motion by Councilor Landers, seconded by Chair, to approve the rezoning of Map 82, Parcels 112 & 113 on John Street from Residence C to Business, as amended per the City Solicitor. Motion carried 4-0.**



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 MAY 28 P 4:30

**CITY OF MARLBOROUGH  
OFFICE OF CITY CLERK**

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

**MAY 20, 2019**

Regular meeting of the City Council held on Monday, May 20, 2019 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Juairé, Oram, Ossing, Robey, Delano, Doucette, Dumais, Tunnera, Irish and Landers. Meeting adjourned at 8:32 PM.

ORDERED: That the Minutes of the City Council meeting, MAY 6, 2019 **FILE**; adopted.

ORDERED: That the PUBLIC HEARING On the Petition from TC Systems, Inc., on behalf of AT&T, to install new underground conduits with cable on Forest Street from Pole #24 To Verizon MH #516 for a distance of 65' within the Public Way, Order No. 19-1007672, all were heard who wish to be heard, hearing closed at 8:03 PM; adopted.

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

ORDERED: That the PUBLIC HEARING On the Proposed FY20 Budget Recommendation from Mayor Vigeant, in the amount of \$169,023,174.00 which represents a 3.8 % increase over the FY19 appropriation, Order No. 19-1007668, all were heard who wish to be heard, hearing closed at 8:05 PM; adopted.

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

City Council President Clancy introduced the new City Solicitor, Jason Grossfield.

ORDERED: Whereas, Steven W. Kerrigan received eleven (11) votes for the position of City Clerk, and six (6) votes being necessary for election, Steven W. Kerrigan is **ELECTED** City Clerk of the City of Marlborough effective immediately for a three (3) year term to expire on May 20, 2022; adopted.

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

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

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

## CITY OF MARLBOROUGH BUDGET TRANSFERS --

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



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

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

**ORDERED:** That the Transfer Request for the Fire Department in the amount of \$15,000.00 which moves funds from 2018 Multi-Purpose Bond to Fire Equipment to fund the purchase of a new command vehicle, refer to **FINANCE COMMITTEE**; adopted.

## CITY OF MARLBOROUGH

## BUDGET TRANSFERS --

DEPT:		Fire		FISCAL YEAR:		2019			
FROM ACCOUNT:				TO ACCOUNT:					
Available							Available		
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$1,054,000.00	\$15,000.00	17110006	59968	2018 Multi Purpose Bond	\$15,000.00	19300006	58512	Fire Dept Equipment	\$128,631.40
Reason:		Excess due to favorable interest rates				Replace vehicle totaled in accident			

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

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

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

## CITY OF MARLBOROUGH BUDGET TRANSFERS --

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

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

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

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



ORDERED: That the Communication from City Solicitor, Donald Rider, re: Proposed Zoning Amendment to Chapter 650 which will create the Executive Residential Overlay District in the Simarano Drive and Cedar Hill Road area, in proper legal form, **MOVED TO ITEM 25**; adopted.

ORDERED: That the Communication from City Solicitor, Donald Rider, re: Proposed Conservation Restriction and Proposed Regulatory Agreement, Avalon Orchards, 91 Boston Post Road East, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That the Communication from the Retirement Board re: Consideration of a cost of living increase (COLA) pursuant to MGL Chapter 32, §103(j), refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the Communication from the Planning Board, re: Favorable Recommendation on the Proposed Zoning Map Amendment, relative to land off Williams Street identified as Map 113, Parcels 5 & 6, **FILE**; adopted.

ORDERED: That there being no objection thereto set **MONDAY JUNE 3, 2019** as the **DATE FOR PUBLIC HEARING** on the Petition from Massachusetts Electric and Verizon New England, to relocate Pole and anchor #6 to the opposite side of Boudreau Avenue to accommodate a city road widening project, refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Communication from Attorney Michael Dolan on behalf of New Cingular Wireless PCS, LLC (AT&T), re: Small Cell Antenna Petition, 28 Concord Road, **REMOVED** from the **WIRELESS COMMUNICATIONS COMMITTEE** and refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Communication from Attorney Brian Falk, on behalf of Vincenza Sambataro, re: Request to Extend Time Limitations on the Application for Special Permit to construct a Mixed-Use Development in the Marlborough Village District consisting of both residential and commercial space, 161-175 Main Street, until 10:00 PM on August 27, 2019, **APPROVED**; adopted.

ORDERED: That the Communication from Attorney Brian Falk on behalf of Post Road Residential, LLC, re: Proposed Zoning Amendment relative to the Executive Residential Overlay District in the Simarano Drive and Cedar Hill Road area, **MOVED TO ITEM 25**; adopted.

ORDERED: That the Communication from Hunter Bjorkman on behalf of ecoATM, re: Information on the Renewal of Junk Dealer/Second Hand Dealer License, 601 Donald J. Lynch Boulevard, and the Email from Police Chief Giorgi, re: Review of CORI and no objection on the renewal of Junk Dealer/Second Hand Dealer License, ecoATM, **MOVED TO ITEM 23**; adopted.

ORDERED: That the Minutes, Council on Aging, March 12, 2019, **FILE**; adopted.

ORDERED: That the Minutes, Planning Board, April 29, 2019, **FILE**; adopted.

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

- a) Lynn Formica, 110 Woerd Avenue, Waltham, pothole or other road defect.
- b) Kelsey Maley, 80 Newton Street, pothole or other road defect.

## Reports of Committees:

Councilor Ossing reported the following out of the Finance Committee:

**Marlboro City Council Finance Committee**  
**Thursday May 9, 2019**  
**In Council Chambers**

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

Finance Committee Members Absent: None

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

The meeting convened at 6:00 PM.

1. **Order No. 19-1007668 – Mayor Fiscal Year 2020 Operating Budget for \$169,023,174.00:** The Finance Committee reviewed the Mayor's letter dated May 2, 2019 requesting the approval of the Fiscal Year 2020 (FY20) operating budget for \$169,023,174.00.

Attachment 1 contains the projected tax implications based on the Mayor's FY20 budget. The Mayor's FY20 budget results in a less than 3% estimated increase in the property tax levy or an increase of approximately \$156.87 to the average home. It should be noted that this is only an estimate based on the projections. Actual values will be finalized in December 2019.

Attachment 2 contains the projections for the state and local revenues for FY20 that were used in developing the tax implications.

For the FY20 budget, the City Council approved order 19-1007618 (April 8, 2019) for the abbreviated budget format that approves a salary amount and expenditure amounts for each departments budget.

Councilor Oram Abstained from participation in the Parks and Recreation Department budget discussions as well as Early Childhood discussions.

**The Finance Committee voted 5 – 0 to approved a FY20 budget of \$169,023,174.00. This represents a 3.8% increase from the FY19 budget or an increase of \$6,189,707.00.**

The Finance Committee adjourned at 7:42 PM.

**Marlboro City Council Finance Committee**  
**Monday May 13, 2019**  
**In Council Chambers**

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

Finance Committee Members Absent: None

Other Councilors in Attendance: Councilor Clancy.

The meeting convened at 7:00 PM.

## Reports of Committee Continued:

1. **Order No. 19-1007644 – Transfer \$88,500.00 from the Reserve for Salaries Account to Fund the Police Patrol Officer Contract:** The Finance Committee reviewed the Mayor's letter dated April 24, 2019 requesting the transfer of \$88,500.00 from the Reserve for Salaries account to fund the Police Patrol Officer Contract. The new contract covers FY19, 20 and 21. **The Finance Committee voted 5 - 0 to approve the transfer request to fund the Police Patrol Officer contract for FY19.**
2. **Order No. 19-1007645 – Transfer \$59,300.00 from the Reserve for Salaries Account to Fund the Police Command Officer Contract:** The Finance Committee reviewed the Mayor's letter dated April 24, 2019 requesting the transfer of \$59,300.00 from the Reserve for Salaries account to fund the Police Command Officer Contract. The new contract covers FY19, 20 and 21. **The Finance Committee voted 5 – 0 to approve the transfer request to fund the Police Command Officer contract for FY19.**
3. **Order No. 19-1007643 – Transfer \$397,000.00 from Various DPW Accounts:** The Finance Committee reviewed the Mayor's letter dated April 25, 2019 requesting a transfer of \$397,000.00 from surplus in various DPW accounts to fund ongoing projects, step increases and overtime. **The Finance Committee voted 5 - 0 to approve the transfers.**
4. **Order No. 19-1007647 – Transfer \$27,500.00 from Reserve for Salaries to DPW Sick Leave Buy Back:** The Finance Committee reviewed the Mayor's letter dated April 24, 2019 requesting the transfer of \$27,500.00 from Reserve for Salaries to the DPW Sick Leave Buy back account to cover the retirement of a DPW employee. **The Finance Committee voted 5 - 0 to approve the transfer.**

The Finance Committee agreed to support suspending the rules at the May 20, 2019 City Council meeting to approve all four transfer request orders.

The Finance Committee adjourned at 7:27 PM.

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

Meeting Name: City Council Urban Affairs Committee

Date: May 9, 2019

Location: City Council Chamber, 2<sup>nd</sup> Floor, City Hall, 140 Main Street

Convened: 5:19 PM – Adjourned: 5:43 PM

Present: Chairman Juairé (Acting); Urban Affairs Committee Members Councilors Landers, Doucette, and Tunnera.

Councilors Clancy and Robey

Absent: Chairman Delano (recused)

## Reports of Committee Continued:

**Order No. 19-1007569: Proposed Zoning Map Amendment from Attorney Brian Falk on behalf of St. Mary's Credit Union, regarding Rezoning of land located on John Street.**

The Committee reviewed the petition on April 30<sup>th</sup> and May 9<sup>th</sup> with Attorney Brian Falk. Also, appearing on behalf of St. Mary's Credit Union: Robert Michaud, P.E. and Daniel Dumais, P.E. of MDM Transportation Consultants, Inc.; Josh Swerling, P.E. and Randy Miron of Bohler Engineering; and Jim Petkewich, Senior Vice President, St. Mary's Credit Union.

The zoning petition seeks to rezone Parcels 112 and 113 on John Street from Residence C to Business. These parcels abut St. Mary's existing branch location on South Bolton Street. The zoning will incorporate the two parcels into the St. Mary's site to permit the construction of a new building, including a modern branch location with a coffee shop (Starbucks) and drive through facilities for each. The residential properties at 31 and 35 John Street will be torn down and replaced with the new building.

Mr. Falk summarized the discussion from the previous meeting on the review of the concept plan, changes made in response to the public hearing, and an examination of their traffic analysis. Mr. Michaud reviewed updates to their traffic report regarding the intersection of John Street and Route 85 from a safety and design perspective. The crash data obtained from the Marlborough Police Department shows over an extended five-year period there was a total of nine crashes reported which is a crash rate (measures number of crashes against the total entering volume) of 0.23 crashes per million entering vehicles. Comparing that intersection to the State crash rate for like intersections, it is about one-third less than the State's average and therefore classified as a low crash location. Representatives answered questions regarding the proposed location of the building and difficulties encountered due to required setbacks for a corner lot, 50' on both front and side.

Councilor Landers reported conversations he had with bank representatives that could possibly result in dedicated parking for the John Street playground.

By email dated May 3, 2019, Police Chief Giorgi advised there have been few crashes at the intersection and the totals from the period of years 2016 – 2019 range between 2-6 total crashes for the intersection.

By email dated May 9, 2019, City Solicitor Rider advised removing the language that extended the rezoning to the centerline of John Street, pointing out that zoning does not extend into the public way even though the GIS indicates it does.



## Reports of Committee Continued:

By letter dated April 30, 2019, the Planning Board voted to send a generally favorable recommendation with the following comments:

- Reposition of property dumpsters to reduce potential impact on abutting neighbors;
- Reposition the proposed structure(s) closer to the Maple Street Business District to lessen impact on surrounding residential neighborhood;
- Analyze traffic impacts to ensure safety at the John Street park and consider mitigating designs to facilitate left hand turns at the John Street and South Bolton Street intersection.

**Motion by Councilor Landers, seconded by Chair, to approve the rezoning of Map 82, Parcels 112 and 113 on John Street from Residence C to Business, as amended per Solicitor. Motion carried 4-0.**

**Motion made and seconded to adjourn. Motion carried 4-0. Meeting adjourned at 5:43 PM.**

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

ORDERED: That the FY20 Budget in the amount of \$ 169,023,174.00 in which this spending plan reflects an increase of 3.8% over the approved Fiscal Year 2019 Budget, **APPROVED**; adopted.

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

ORDERED: That the Transfer Request for the Police Department in the amount of \$88,500.00 which moves funds from Reserved for Salaries to various accounts within the Police Department to fund the recently ratified 3-year contract with the Police Patrol Officers Association (MPPOA) through FY2021, **APPROVED**; adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --									
DEPT:		Comptroller				FISCAL YEAR:		2019	
FROM ACCOUNT:						TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$660,632.65	\$88,500.00	11990006	57820	Reserve for Salaries	\$63,000.00	12100001	50420	Police Officers	\$753,091.08
	Reason:	Budgeted for contracts				Reason:	Contract		
	\$0.00				\$4,000.00	12100003	51360	Overtime - Training	\$8,905.21
	Reason:					Reason:	Contract		
	\$0.00				\$2,000.00	12100003	51310	Overtime - Regular	\$57,318.52
	Reason:					Reason:	Contract		
	\$0.00				\$6,000.00	12100003	51320	Overtime - Court	\$50,896.31
	Reason:					Reason:	Contract		
	\$0.00				\$3,000.00	12100003	51319	Overtime - Cell watch	\$1,259.66
	Reason:					Reason:	Contract		

CITY OF MARLBOROUGH  
BUDGET TRANSFERS -

DEPT:	Comptroller				FISCAL YEAR:	2019		
	FROM ACCOUNT:				TO ACCOUNT:			
\$0.00				\$500.00	12100003	51329	On-Call Pay	\$3,279.74
Reason:				Reason:	Contract			
\$0.00				\$500.00	12100003	51920	Sick Leave Buy Back	\$7,314.95
Reason:				Reason:	Contract			
\$0.00				\$1,000.00	12100003	51490	Holiday	\$67,566.67
Reason:				Reason:	Contract			
\$0.00				\$4,000.00	12100003	51450	Night Shift Differential	\$28,114.55
Reason:				Reason:	Contract			
\$0.00				\$2,000.00	12100003	51440	Education Incentive	\$108,743.22
Reason:				Reason:	Contract			
\$0.00				\$1,500.00	12100003	51410	First Responder	\$13,888.89
Reason:				Reason:	Contract			
\$0.00				\$1,000.00	12100001	50435	Police Specialists	\$10,801.88
Reason:				Reason:	Contract			
\$88,500.00	Total			\$88,500.00	Total			

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

ORDERED: That the Transfer Request for the Police Department in the amount of \$59,300.00 which moves funds from Reserved for Salaries to various accounts within the Police Department to fund the recently ratified 3-year contract with the Police Command Officers Association (MPCOA) through FY2021, **APPROVED**; adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS --									
DEPT:		Comptroller				FISCAL YEAR:		2019	
FROM ACCOUNT:						TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$660,632.65	\$59,300.00	11990006	57820	Reserve for Salaries	\$34,000.00	12100001	50500	Police Captains	\$36,368.77
	Reason:	Budgeted for contracts			Reason:	Contract			
	\$0.00				\$8,500.00	12100003	51440	Educational Incentive	\$108,743.22
	Reason:				Reason:	Contract			
	\$0.00				\$500.00	12100001	50510	Police Lieutenants	\$63,584.51
	Reason:				Reason:	Contract			
	\$0.00				\$500.00	12100001	50820	Sergeants	\$128,608.15
	Reason:				Reason:	Contract			
	\$0.00				\$4,500.00	12100003	51920	Sick Leave Buy Back	\$7,314.95
	Reason:				Reason:	Contract			



CITY OF MARLBOROUGH  
BUDGET TRANSFERS -

DEPT:	Comptroller				FISCAL YEAR:	2019	
	FROM ACCOUNT:				TO ACCOUNT:		
\$0.00				\$200.00	12100003 51360	Overtime - Training	\$8,905.21
Reason:				Reason:	Contract		
\$0.00				\$5,500.00	12100003 51310	Overtime - Regular	\$57,318.52
Reason:				Reason:	Contract		
\$0.00				\$700.00	12100003 51320	Overtime - Court Time	\$50,896.31
Reason:				Reason:	Contract		
\$0.00				\$100.00	12100003 51319	Overtime - Cell Watch	\$1,259.66
Reason:				Reason:	Contract		
\$0.00				\$2,200.00	12100003 51490	Holiday	\$67,566.67
Reason:				Reason:	Contract		
\$0.00				\$1,800.00	12100003 51342	Longevity	\$30,726.90
Reason:				Reason:	Contract		
\$0.00				\$700.00	12100003 51450	Night Shift Differential	\$28,114.55
Reason:				Reason:	Contract		
\$0.00				\$100.00	12100003 51410	First Responder	\$13,888.89
\$59,300.00	Total			\$59,300.00	Total		

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

ORDERED: That the Transfer Request for the Department of Public Works in the amount of \$397,000.00 which moves funds from and to various accounts within Public Works to fund ongoing projects, step increases and overtime, **APPROVED**; adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS --									
DEPT:		Department of Public Works/Public Facilities				FISCAL YEAR:		2019	
		FROM ACCOUNT:						TO ACCOUNT:	
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$295,449	\$59,300.00	61090001	50740	Equipment Operator	\$2,300.00	60085001	50850	Treat. Plant Op.	\$45,868
	Reason:	Excess due to vacancy				Due to step increase			
					\$7,000.00	60085001	50910	Chief Treat. Plant Op.	\$8,686
	Reason:					Due to step increase			
					\$3,000.00	60085003	51310	Overtime	\$0
	Reason:					Due to increased flow			
					\$40,000.00	60085006	55980	West Waste Water Tr.	\$29,782
	Reason:					Due to new permit from DEP / increased flow			
					\$7,000.00	14001303	51310	Overtime	\$3,112
	Reason:					Due to vacancy			
\$59,300.00	Total					\$59,300.00	Total		

# CITY OF MARLBOROUGH

## BUDGET TRANSFERS --

DEPT:		Department of Public Works/Public Facilities				FISCAL YEAR:		2019	
FROM ACCOUNT:						TO ACCOUNT:			
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$295,449	\$35,000.00	61090001	50740	Equipment Operator	\$50,000.00	60081006	55950	East Waste Water Tr.	\$9,522
	Reason:	Excess due to vacancy				Due to new permit from DEP / increased flow			
\$78,150	\$15,000.00	60081001	50850	Treatment Plant Op.					
	Reason:	Excess due to vacancy							
\$41,747	\$17,700.00	13032001	50690	Foreman	\$15,000.00	11920003	51300	Additional Gross-OT	\$0
	Reason:	Excess due to vacancy				Due to vacancies			
					\$2,700.00	14001403	51470	Interim Foreman	\$0
	Reason:					Due to medical leave			
\$295,449	\$45,000.00	61090001	50740	Equipment Operator	\$105,000.00	61090006	55710	Water Maintenance	\$37,899
	Reason:	Excess due to vacancy				Ongoing projects			
\$101,211	\$60,000.00	61090001	50690	Foreman					
	Reason:	Excess due to vacancy							
	\$172,700.00	Total			\$172,700.00	Total			

# CITY OF MARLBOROUGH BUDGET TRANSFERS -

DEPT:		Department of Public Works/Public Facilities				FISCAL YEAR:		2019	
FROM ACCOUNT:						TO ACCOUNT:			
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$41,747	\$24,000.00	13032001	50690	Foreman	\$75,000.00	11920006	53999	Other Services	\$0
	Reason:	Excess due to vacancy				Ongoing projects			
\$40,079	\$20,000.00	13032001	50386	HVAC					
	Reason:	Excess due to vacancy							
\$43,082	\$16,000.00	13032001	50385	Electrician					
	Reason:	Excess due to medical leave							
\$26,564	\$15,000.00	60080001	50630	Asst. Comm. Utilities					
	Reason:	Excess due to vacancy							
\$221,032	\$50,000.00	14001503	50740	Equipment Operator	\$90,000.00	14001504	53140	Contract Services	\$473
	Reason:	Excess due to vacancy				Ongoing projects			
\$295,449	\$40,000.00	61090001	50740	Equipment Operator					
	Reason:	Excess due to vacancy							
	\$165,000.00	Total			\$165,000.00	Total			

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

ORDERED: That the Transfer Request for the Department of Public Works in the amount of \$27,250.00 which moves funds from Reserved for Salaries to Sick Leave Buy Back to fund the retirement benefit of a recently retired member of DPW, **APPROVED**; adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS --									
	DEPT:	DPW				FISCAL YEAR:	2019		
		FROM ACCOUNT:				TO ACCOUNT:			
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$660,632.65	\$27,250.00	11990006	57820	Reserve for Salaries	\$27,250.00	14001503	51920	DPW-Sick Leave Buy Back	\$3.08
	Reason:	To fund sick leave buy back due to a retirement							
	\$27,250.00	Total			\$27,250.00	Total			

ORDERED: That the Communication from Hunter Bjorkman on behalf of ecoATM, re: Information on the Renewal of Junk Dealer/Second Hand Dealer License, 601 Donald J. Lynch Boulevard, and the Email from Police Chief Giorgi, re: Review of CORI and no objection on the renewal of Junk Dealer/Second Hand Dealer License, ecoATM, **FILE**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer's/Second Hand Dealer's License, ecoATM, LLC, 601 Donald J. Lynch Boulevard, **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealers/Second Hand License, TVI, Inc. d/b/a Savers, 222A East Main Street, be and is herewith **APPROVED WITH THE FOLLOWING CONDITIONS AND WAIVERS**; adopted.

Conditions

1. The license shall not be transferred without prior review and approval of the City Council.
2. The license hereby granted is issued to TVI, Inc. d/b/a Savers only and is applicable only to the 222A East Main Street location.
3. There will be no exterior storage, display or sales of merchandise, other than a recycle trailer, a cloth delivery trailer with items waiting to be processed, and a local trailer from one of Savers' charitable partners delivering merchandise to the store. No more than three such trailers and trucks shall be parked at the loading dock area in the rear of the building at any one time, and no such trailers or trucks shall be parked on any other side of the building at any time.

4. Donations shall take place only during the hours of operation which shall be 9:00 A.M to 9:30 P.M. Monday through Saturday and 10:00 A.M. to 7:00 P.M. on Sundays, and during the month of October from 9:00 A.M. to 10:00 P.M. Monday through Saturday and 10:00 A.M. to 10:00 P.M. on Sundays.
5. No Savers' donation boxes shall be permitted outside of the building.
6. No scrolling or rotating message signs shall be permitted as part of Savers' signage plans.
7. Glue boards shall be installed at locations within the business premises satisfactory to the Marlborough Board of Health and Savers, and a monthly monitoring program shall be implemented consisting of a log book for said glue boards satisfactory to the Board of Health.
8. This license shall be subject to revocation or suspension for noncompliance of the above conditions or other applicable local ordinances or state laws.
9. The waivers granted as part of this license shall no longer be applicable should Savers commence paying the general public for merchandise delivered without first obtaining the review and approval of the City Council.

Waivers

1. The waiver of Section 377-4 of the Ordinance as requested by Savers is not granted because Section 377-4 is not applicable to Savers' operations.
2. The waiver of Section 377-5 of the Ordinance is granted with respect to the last sentence thereof requiring the City Clerk to keep a list of persons employed by Savers. All other provisions of Section 377-5, other than the duty of the City Clerk to keep a record of the name and residence of each dealer, are not applicable to Savers.
3. The provisions of Sections 377-6, 377-7 and 377-9 of the Ordinance are waived in their entirety

ORDERED: That the Communication from City Solicitor, Donald Rider, re: Proposed Zoning Amendment to Chapter 650 which will create the Executive Residential Overlay District in the Simarano Drive and Cedar Hill Road area, in proper legal form, **FILE**; adopted.

ORDERED: That the Communication from Attorney Brian Falk on behalf of Post Road Residential, LLC, re: Proposed Zoning Amendment relative to the Executive Residential Overlay District in the Simarano Drive and Cedar Hill Road area, **FILE**; adopted.

ORDERED: That the Proposed Zoning Amendment, to add to Chapter 650 a new section §36, which will create an Executive Residential Overlay District (EROD) in the Simarano Drive and Cedar Hill Road Area as amended by the Urban Affairs Committee, and placed in proper form by the Legal Department, refer back to **URBAN AFFAIRS COMMITTEE**; adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 8:32 PM; adopted.



## IN CITY COUNCIL

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Marlborough, Mass., MAY 20, 2019

ORDERED:

That there being no objection thereto set **MONDAY JUNE 3, 2019** as the **DATE FOR PUBLIC HEARING** on the Petition from Massachusetts Electric and Verizon New England, to relocate Pole and anchor #6 to the opposite side of Boudreau Avenue to accommodate a city road widening project, be and is herewith refer to **PUBLIC SERVICES COMMITTEE**.

ADOPTED

ORDER NO. 19-1007690



# IN CITY COUNCIL

Marlborough, Mass., APRIL 29, 2019  
PAGE 1

## ORDERED:

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

I. Section 650-5, entitled "Definitions; word usage," is hereby amended, as follows:

- a. By amending the definition in subsection B of "HOME OCCUPATION," by inserting at the end thereof the following sentence:

A home occupation shall not include a home office, as defined in Section 650-5.

- b. By amending the definition in subsection B of "OUTDOOR STORAGE," by inserting at the end thereof the following sentence:

Outdoor storage shall not include either a contractor's storage yard or a landscape contractor's storage yard, as defined in Section 650-5.

- c. By inserting the following new definitions:

CONTRACTOR - Any person or firm engaged in construction, building trades, landscaping services or maintenance, on a contract basis, either licensed or unlicensed.

CONTRACTOR'S STORAGE YARD - An outdoor area used for the storage of equipment and/or materials used for providing contracting services, including but not limited to building construction, heating, plumbing, roofing, and excavation; but not including a landscape contractor's storage yard. A contractor's storage yard shall not include outdoor storage, as defined in Section 650-5.

HOME OFFICE - An office in a dwelling unit or accessory building within which ancillary activities are performed for a business whose primary services are conducted by the residents at offsite locations. Home offices are permitted if they conform to each of the conditions set forth in Section 650-18(47).





# IN CITY COUNCIL

Marlborough, Mass., APRIL 29, 2019  
PAGE 2

## ORDERED:

**LANDSCAPE CONTRACTOR'S STORAGE YARD** – An outdoor area used for the storage of equipment and/or materials used by a business principally engaged in the decorative and functional alteration, planting, and maintenance of grounds, including the installation of hardscape such as stonework, patios, decks, arbors, and other decorative elements of the landscape. Such a business may engage in the installation and construction of underground improvements, but only to the extent that such improvements (e.g., irrigation or drainage facilities) are accessory to the principal business and are necessary to support or sustain the landscaped surface of the grounds being otherwise landscaped. A landscape contractor's storage yard shall not include outdoor storage, as defined in Section 650-5.

- II. Section 650-17, entitled "Table of Uses," is hereby amended by adding the following new uses:

	RR	A1	A2	A3	RB	RC	RCR	B	CA	LI	I	MV	NB
Contractor's													
Storage Yard (48)	N	N	N	N	N	N	N	N	Y	Y	N	N	N
Home Office (47)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Landscape Contractor's													
Storage Yard (48)	N	N	N	N	N	N	N	N	Y	Y	N	N	N

- III. Section 650-18, entitled "Conditions for uses," is hereby amended as follows:

- a. By inserting in subsection A thereof a new paragraph (47), pertaining to home offices:

(47) Home offices.

Home offices are permitted if they conform to each of the following conditions:

- The home office use must be secondary to the principal use of the property as a residence.
- The proprietor of the home office, whether a contractor or otherwise, must reside in the dwelling unit comprising the principal building.



# IN CITY COUNCIL

Marlborough, Mass.,

APRIL 29, 2019

PAGE 3

ORDERED:

- (c) Anyone associated with the home office must reside in the dwelling unit comprising the principal building, except that not more than two (2) non-residents may be permitted when the home office is on a property principally used as a residence by the proprietor, whether a contractor or otherwise, unless it is located in the Commercial Automotive or Limited Industrial zoning districts, in which case three (3) non-residents may be permitted.
- (d) No more than 25% of the floor area of the residence or, if an accessory building is used, no more than 30% of the floor area of the accessory building and residence combined, is to be used for the purposes of the home office.
- (e) There shall be no external evidence of the home office except for a sign that conforms to the requirements for a home occupation sign set forth in City Code Section 526-8.A(2), and no major structural change shall be made to the exterior so as to alter the appearance and character of the residence or that of the accessory building if used for the home office.
- (f) The proprietor of a home office, whether a contractor or otherwise, shall be allowed to have not more than either i) one (1) commercial vehicle having a gross vehicle weight rating (GVWR) not exceeding 10,000 pounds or one (1) heavy-duty pickup truck having a GVWR not exceeding 14,000 pounds, or ii) one (1) commercial trailer not to exceed sixteen (16) feet in length, parked at the home office, whether that vehicle or that trailer, as the case may be, is used by the proprietor of the home office and/or by anyone associated with the home office, except that not more than three (3) commercial vehicles each having a GVWR not exceeding 10,000 pounds, or three (3) commercial trailers each not exceeding sixteen (16) feet in length, or any combination of such vehicles and trailers not to exceed three (3) in total number, may be permitted when the home office is on a property located in the Commercial Automotive or Limited Industrial zoning districts. No such vehicle or trailer shall be parked on the street(s) fronting the premises where the home office is located, but instead shall be parked on the premises. Vehicles and equipment must be parked and accessed on impervious surfaces such as concrete or asphalt (dust-free surfaces) and may never be parked on the lawn or other pervious parts of a property on which the home office is located.



# IN CITY COUNCIL

Marlborough, Mass., \_\_\_\_\_ APRIL 29, 2019  
PAGE 4

ORDERED:

- (g) A home office shall be permitted to store equipment and/or materials, but only indoors in the principal building or accessory building. In no event shall a home office, even when on a property located in the Commercial Automotive or Limited Industrial zoning districts be used for a contractor's storage yard or a landscape contractor's storage yard. No activity in conjunction with the business associated with the home office, including but not limited to loading and unloading of equipment and/or materials, is permitted Monday through Friday except from 7:00 a.m. until 7:00 p.m. and Saturday except from 7:00 a.m. until 5:00 p.m., and no such activity is permitted on Sunday at any hour; provided, however, that essential emergency services as reasonably needed may operate outside previously established hours. All such activity, when permitted, shall otherwise comply with Chapter 431 of the City Code, entitled "Noise."
  - (h) A home office shall not store excessive quantities of flammable, combustible or dangerous substances, and may be required to comply with the notification, reporting and permitting requirements set forth in SARA Title III (the Emergency Planning and Community Right-To-Know Act, or EPCRA) and/or MGL c. 148.
- b. By inserting in subsection A thereof a new paragraph (48), pertaining to contractor's storage yards and landscape contractor's storage yards:
- (48) Contractor's storage yards and landscape contractor's storage yards.
    - (a) Design Standards. Contractor's storage yards and landscape contractor's storage yards, as defined in Section 650-5, are allowed in the Commercial Automotive or Limited Industrial zoning districts only after having been granted site plan approval by the City of Marlborough Site Plan Review Committee, whose review shall include but not be limited to the following design standards.
      - (1) *Proximity to existing residential zoning districts*. A storage yard, if created after February 11, 2019, shall not be located on a lot less than two hundred (200) feet from a residential zoning district.
      - (2) *Abutting residential lots*. A storage yard, if created after February 11, 2019, shall not be located on any lot if a residential use is being made of any abutting lot(s).



# IN CITY COUNCIL

Marlborough, Mass., APRIL 29, 2019  
PAGE 5

ORDERED:

- (3) *Screening.* The proposed storage yard shall be adequately screened from the street and adjacent properties to obscure the vehicles parked thereon, and the equipment and/or materials stored therein.
- (4) *Minimum lot area.* The minimum area of the lot being proposed for the storage yard shall be 22,500 square feet.
- (5) *Maximum size of storage yard.* The maximum size of the storage yard, when combined with all structures, parking and driveways on the lot being proposed for the lot on which the storage yard is proposed to be located, shall not exceed the percentage of maximum lot coverage permitted under Section 650-41 for the zoning district in which the lot is located.
- (6) *Vehicles, Equipment and/or Materials.* All vehicles, equipment and/or materials associated with the storage yard must be stored on and accessed from impervious or otherwise dust-free surfaces.
- (7) *Flammable, Combustible or Dangerous Substances.* A storage yard shall not store excessive quantities of flammable, combustible or dangerous substances, and may be required to comply with the notification, reporting and permitting requirements set forth in SARA Title III (the Emergency Planning and Community Right-To-Know Act, or EPCRA) and/or MGL c. 148.
- (b) Grandfathering. All contractor storage yards and all landscape contractor storage yards, as defined in Section 650-5, that existed before the City of Marlborough Zoning Code was enacted on January 27, 1969, or that exist as legal pre-existing nonconforming uses or structures, shall not be required to submit to Site Plan Review; provided, however, that such yards shall not be permitted to expand or alter any legal pre-existing nonconforming use or structure, unless such expansion or alteration is otherwise authorized by zoning relief.



# IN CITY COUNCIL

Marlborough, Mass., APRIL 29, 2019  
PAGE 6

ORDERED:

- (c) Previous Special Permit or Site Plan Approval. All contractor storage yards and all landscape contractor storage yards, as defined in Section 650-5, that are in compliance with a previously-granted special permit, or that are in compliance with a previously-granted site plan approval by the Site Plan Review Committee, shall not be required to submit to Site Plan Review, so long as such yards remain in compliance with the dimensional, landscaping and parking requirements of Chapter 650.
- (d) All others. All contractor storage yards and all landscape contractor storage yards, as defined in Section 650-5, that satisfy neither subsections (b) nor (c) of this section 650-18(48) shall be required to complete the Site Plan Review process within twelve (12) months of the effective date of approval of this zoning amendment.

Be and is herewith refer to **PLANNING BOARD, AND ADVERTISE PUBLIC HEARING FOR MONDAY, JUNE 3, 2019.**

ADOPTED

ORDER NO. 18/19-1007500C



*City of Marlborough*  
*Office of the Mayor*

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

2019 MAY 30 4:45  
*Kate Flanagan*  
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)

*Patricia Bernard*  
EXECUTIVE SECRETARY

May 30, 2019

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

**Re: City Solicitor Appointment**

Honorable President Clancy and Councilors:

I am pleased to submit my appointment of Jason Grossfield as the new City Solicitor for the City of Marlborough. Attorney Grossfield was sworn in as City Solicitor on Monday, May 20, 2019.

Before his appointment as City Solicitor, Attorney Grossfield served as Assistant City Solicitor for the City of Somerville. Prior to that he was an Associate Attorney at Brackett & Lucas where his focus was municipal law.

Attorney Grossfield has extensive experience managing all facets of a legal department including, procurement and contracting, conflict of interest and public records law.

Please join me in welcoming Attorney Grossfield to the City of Marlborough. We look forward to working with him.

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

## JASON D. GROSSFIELD

---

### **MUNICIPAL LAW EXPERIENCE**

CITY OF SOMERVILLE, Somerville, MA

Sept. 2010 - Present

*Assistant City Solicitor*

Advise city officials, department heads and employees in all aspects of public sector law, including procurement and contracting, open meeting law, conflict of interest, and public records law. Prepare ordinances, regulations, and home rule petitions. Attend public meetings of city boards and committees to discuss legal opinions, draft legislation, and prosecute licensing violations. Research complex legal issues and prepare legal opinions. Represent the city's interests in a variety of legal forums, including state trial and appellate courts. Representation before administrative agencies; obtained successful outcomes in bid protests and public record appeals. Negotiate, draft and review contracts, agreements, and other legal instruments such as contracts for recycling and solid waste collection, bike-share system, building construction, documents resolving a property lease dispute in an arbitration matter, and obtaining surrounding community status and mitigation as to proposed casinos working with outside counsel.

BRACKETT & LUCAS, Worcester, MA

May 2007 – Sept. 2010

*Associate Attorney*

Engaged in the practice of municipal law, specializing in procurement, land use and environmental matters. Represented municipal clients in state courts and administrative tribunals in wetlands enforcement and zoning litigation. Advised town departments, boards, and officials in conflict of interest and open meeting laws. Representation at town meetings. Defeated motion for summary judgment, where court held that conservation commission had standing to prosecute a zoning appeal; obtained order enforcing wetlands laws. Served as lead attorney for the towns of Chester, Lanesborough, and Millville.

LAW OFFICES OF LAMPKE & LAMPKE, Hingham, MA

Dec. 2006 - May 2007

*Contract Attorney*

Prepared legal memoranda on municipal law. Crafted discovery requests in contract litigation.

### **EDUCATION**

UNIVERSITY OF MIAMI SCHOOL OF LAW, Coral Gables, FL

Juris Doctor, May 2006

*Honors:* Equal Justice Works Summer Corps, H.O.P.E. (Helping Others through Pro Bono Efforts) Fellowship

*Courses:* Administrative Law, Environmental Law, Real Property, Alternative Dispute Resolution

BRANDEIS UNIVERSITY, Waltham, MA

Bachelor of Arts, *cum laude*, in American Studies, May 2003

### **PROFESSIONAL AFFILIATIONS**

Massachusetts Municipal Lawyers Association (MMLA) (2007-Present)

Massachusetts Bar Association, Served on the Public Law Section Council (2010-2011)

### **PUBLICATIONS**

Co-Author, "Local Zoning, Subdivision, and Nonzoning Control" appearing as a chapter in *Massachusetts Environmental Law* (MCLE Supplement 2008; 2010; 2012).

"Local Bylaw Enforcement – Evidentiary Issues". MMLA Annual Meeting 2007.

### **BAR ADMISSIONS**

Commonwealth of Massachusetts

U.S. District Court, District of Massachusetts





*City of Marlborough*  
*Office of the Mayor*

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

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 MAY 30 A 11:45

*Robert G. Vigeant*  
MAYOR

*Kate Flanagan*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

May 30, 2019

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

**Re: Capital Projects Request**

Honorable President Clancy and Councilors:

I have enclosed for your review capital project requests for the City of Marlborough. Included in this package is a bond request in the amount of \$4,000,000.00 and transfer requests from free cash totaling \$1,752,958.50.

This year we will be investing in Marlborough's roads, \$4,000,000.00 plus any reimbursements for Chapter 90 money received from the state, approximately \$1,000,000.00. These funds will be used for the overlaying and milling of miscellaneous streets in the City of Marlborough.

Also attached for your review is a transfer request in the amount of \$1,752,985.50, which will fund new equipment, vehicle replacements, and DPW projects.

As you will see, I have identified funds for the purchase of fifteen sets of protective clothing for the Marlborough Fire Department. Purchasing this gear will keep us on target for our on-going five-year Personal Protective Equipment replacement schedule.

As in previous years, the transfer requests include replacements for City vehicles. The Marlborough Police Department is requesting the replacement of five cruisers, both marked and unmarked, which currently have higher mileage, past warranty and in need of costly repairs. The Building Department has requested an electric vehicle to replace one of their Inspectional Services vehicles.

The transfer request also includes funding for improvements to our facilities such as upgrades to the electric service at the high school, the City's pump station and updating the clocks and PA system at the schools.

I have also enclosed for your review the mitigation funds from the Apex Center, totaling \$283,958.50. These funds will be used for the completion of the Glen Street project.

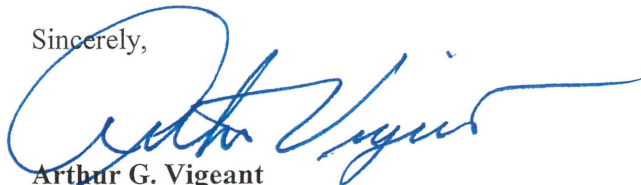


At the next meeting I will be sending down expenditures from the current year's City Hall Capital Outlay in the FY19 budget and the intended purchases for FY20. Upon the completion of the approval process will be updating the 5-year Capital plan.

I am available along with City department heads to discuss the package in detail. In the meantime, should you have any questions, please do not hesitate to contact me.

Thank you for your consideration.

Sincerely,

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

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

Enclosures

ORDERED:

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

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

ADOPTED

In City Council

Order No. 19-

Adopted

Approved by

Mayor Arthur G. Vigeant

Date:

A TRUE COPY ATTEST

Project Number:  
(For office use only)

Click here to enter  
text.

**CAPITAL REQUEST FORM  
CITY OF MARLBOROUGH**

Department:	Department of Public Works	Priority Level: (Rank Level 1-5, with 1 = Highest Priority)	
Contact person:	John Ghiloni		
Phone:	508-624-6910	Email:	cfarese@marlborough-ma.gov
Proposed project name:	Mill and Overlay Capital Budget		
Project location:	City roadways		
Project description:	Mill and overlay work on various city streets. See attached document for individual project breakdown.		
Why project is needed/ consequence for not completing :			
Combine with other projects? Which?			
Date Asset was Built or Purchased			
Useful Life (in years)			

**Financial Implications**

Total project cost:	\$4,000,000.00								
When needed (identify amount needed each year of Five Year Capital Plan):									
FY19	\$4,000,000	FY20		FY21		FFY22		FY23	
Potential grant funds or other resources that could help offset project costs (list in box to right):									
Projected impact on operating costs [Show increases as positive (+) and savings as negative (-)]									
FY19		FY20		FY21		FFY22		FY23	

**Other Comments:**

Click here to enter text.

Requested by:	John L. Ghiloni	Date:	4/23/2019
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CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Various

FISCAL YEAR: 2019

FROM ACCOUNT:

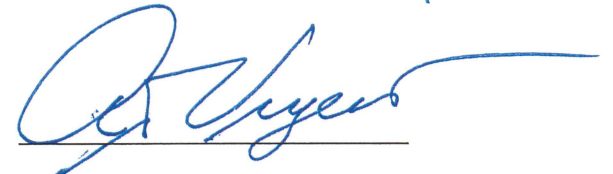
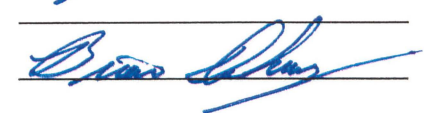
TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$6,919,461.00</u>	<u>\$1,752,958.50</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$60,000.00</u>	<u>19300006</u>	<u>58512</u>	<u>Capital Outlay-Fire</u>	<u>\$68,937.45</u>
	Reason:	<u>To fund equipment requests</u>							
					<u>\$750,000.00</u>	<u>19300006</u>	<u>58461</u>	<u>Capital Outlay-Sewer</u>	<u>\$0.00</u>
					<u>\$201,000.00</u>	<u>19300006</u>	<u>58593</u>	<u>Capital Outlay-Police</u>	<u>\$1,716.25</u>
	Reason:								
					<u>\$283,958.50</u>	<u>19300006</u>	<u>58514</u>	<u>Capital Outlay-DPW Projects</u>	<u>\$0.00</u>
	Reason:								
					<u>\$28,000.00</u>	<u>19300006</u>	<u>57102</u>	<u>Capital Outlay-Building</u>	<u>\$0.00</u>
	Reason:								
					<u>\$430,000.00</u>	<u>19300006</u>	<u>58467</u>	<u>Capital Outlay-Public Facilities</u>	<u>\$0.00</u>
	Reason:								
	<u>\$1,752,958.50</u>	Total				Total			

Department Head signature:

Auditor signature:

Comptroller signature:

**Project Number:**  
(For office use only)

Click here to  
enter text.

## CAPITAL REQUEST FORM CITY OF MARLBOROUGH

<b>Department:</b>	FIRE	<b>Priority Level: (Rank Level 1-5, with 1 = Highest Priority)</b>	<b>1</b>
<b>Contact person:</b>	Kevin J. Breen, Fire Chief		
<b>Phone:</b>	(508) 624-6986	<b>Email:</b>	Click here to enter text.
<b>Proposed project name:</b>	Replacement of MFD Protective Clothing (15 Sets)		
<b>Project location:</b>	Marlborough Fire Department		
<b>Project description:</b>	<p>This capital request seeks to fund our ongoing 5-year PPE replacement schedule. MFD has approximately 75 firefighters requiring Personal Protective Equipment ensembles (Structural Firefighter Clothing). Recent studies indicate cancer is too prevalent in firefighters and protective clothing must be cleaned, replaced often and extra sets of gear including hoods and gloves must be provided to keep personnel safe. This capital request will replace 1/5<sup>th</sup> (15 sets) of the department's inventory of PPE. Purchasing 15 sets each year keeps us on track for having new gear purchased every ten years for line firefighters.</p>		
<b>Why project is needed/ consequence for not completing:</b>	<p>Personal protective clothing is required for all firefighters and includes a set of bunker pants, coat, helmet, gloves and hoods. Too many of our members have aged, non-compliant, personal protective clothing ensembles that must be replaced. We initiated a catch-up plan to replace aged gear two years ago and we can now resume a regular replacement schedule of 20 percent of the departmental gear (approximately 15 complete sets) being replaced annually. This project will insure each member has two sets over a ten-year life span where each set is replaced every five years. This does not include newly hired firefighters.</p>		
<b>Combine with other projects? Which?</b>	Click here to enter text.		
<b>Date Asset was Built or Purchased</b>	2009 and older		
<b>Useful Life (in years)</b>	10 Years		

### Financial Implications

<b>Total project cost:</b>	60,000
<b>When needed (identify amount needed each year of Five Year Capital Plan):</b>	

<b>Project Number:</b> <b>(For office use only)</b>	Click here to enter text.
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<b>FY20</b>	60,000	<b>FY21</b>	Click here to enter text.	<b>FY22</b>	Click here to enter text.	<b>FFY23</b>	Click here to enter text.	<b>FY24</b>	Click here to enter text.
<b>Potential grant funds or other resources that could help offset project costs (list in box to right):</b>					Click here to enter text.				
<b>Projected impact on operating costs [Show increases as positive (+) and savings as negative (-)]</b>									
<b>FY20</b>	Click here to enter text.	<b>FY21</b>	Click here to enter text.	<b>FY22</b>	Click here to enter text.	<b>FFY23</b>	Click here to enter text.	<b>FY24</b>	Click here to enter text.

**Other Comments:**

Click here to enter text.
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<b>Requested by:</b>	Kevin J. Breen, Fire Chief	<b>Date:</b>	February 15, 2019
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**Project Number:**  
(For office use only)

Click here to enter text.

**CAPITAL REQUEST FORM  
CITY OF MARLBOROUGH**

<b>Department:</b>	Department of Public Works	<b>Priority Level: (Rank Level 1-5, with 1 = Highest Priority)</b>	
<b>Contact person:</b>	John Ghiloni		
<b>Phone:</b>	508-624-6910	<b>Email:</b>	cfarese@marlborough-ma.gov
<b>Proposed project name:</b>	Sewer Capital Budget		
<b>Project location:</b>	Route 20 East		
<b>Project description:</b>	Upgrades to pump station and Route 20 East (Dry Sewer). See attached document for individual project breakdown.		
<b>Why project is needed/ consequence for not completing :</b>			
<b>Combine with other projects? Which?</b>			
<b>Date Asset was Built or Purchased</b>			
<b>Useful Life (in years)</b>			

**Financial Implications**

<b>Total project cost:</b>		\$2,750,000.00							
<b>When needed (identify amount needed each year of Five Year Capital Plan):</b>									
<b>FY19</b>	\$2,750,000	<b>FY20</b>		<b>FY21</b>		<b>FFY22</b>		<b>FY23</b>	
<b>Potential grant funds or other resources that could help offset project costs (list in box to right):</b>									
<b>Projected impact on operating costs [Show increases as positive (+) and savings as negative (-)]</b>									
<b>FY19</b>		<b>FY20</b>		<b>FY21</b>		<b>FFY22</b>		<b>FY23</b>	

**Other Comments:**

Click here to enter text.

<b>Requested by:</b>	John L. Ghiloni	<b>Date:</b>	4/23/2019
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Marlborough DPW			
Capital Budget			
4/23/2019			
	Purchase	Cost	Total
Sewer			
	Pump Station Upgrade	\$750,000.00	
	Rt. 20 East - Boston Post Rd East (Dry Sewer)	<del>\$2,000,000.00</del>	
			<del>\$2,750,000.00</del>

\$750,000.-



**Project Number:**  
(For office use only)

Click here to  
enter text.

## CAPITAL REQUEST FORM CITY OF MARLBOROUGH

<b>Department:</b>	Police Department	<b>Priority Level: (Rank Level 1-5, with 1 = Highest Priority)</b>	<b>1</b>
<b>Contact person:</b>	David A. Giorgi		
<b>Phone:</b>	508-485-1212 ext. 36970	<b>Email:</b>	dgiorgi@marlborough-ma.gov
<b>Proposed project name:</b>	Replacement of marked and unmarked police cruisers		
<b>Project location:</b>	Police Department		
<b>Project description:</b>	The serviceable time of a marked or unmarked cruiser is approximately 100,000mi. After that, the cruisers are no longer under warranty and should be replaced, as they may cost more to maintain than they are worth.		
<b>Why project is needed/ consequence for not completing :</b>	When cruisers are no longer under warranty, the routine maintenance costs increase and it is more cost effective to trade for a new cruiser. If used for front line service, older cruisers often break down quickly and go out of service, creating a shortage for patrol shifts.		
<b>Combine with other projects? Which?</b>	Click here to enter text.		
<b>Date Asset was Built or Purchased</b>	Three cruisers with 100,000+mi will be replaced(2012, 2014, 2016), while 2 cruisers(2007, 2017) will be retained to be used for administrative positions.		
<b>Useful Life (in years)</b>	3-5 years		

### Financial Implications

<b>Total project cost:</b>		193,000							
<b>When needed (identify amount needed each year of Five Year Capital Plan):</b>									
<b>FY19</b>	Click here to enter text.	<b>FY20</b>	193,000	<b>FY21</b>	Click here to enter text.	<b>FY22</b>	Click here to enter text.	<b>FY23</b>	Click here to enter text.
<b>Potential grant funds or other resources that could help offset project costs (list in box to right):</b>					Click here to enter text.				
<b>Projected impact on operating costs [Show increases as positive (+) and savings as negative (-)]</b>									

<b>Project Number:</b> <b>(For office use only)</b>	Click here to enter text.
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<b>FY19</b>	Click here to enter text.	<b>FY20</b>	Click here to enter text.	<b>FY21</b>	Click here to enter text.	<b>FFY22</b>	Click here to enter text.	<b>FY23</b>	Click here to enter text.
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**Other Comments:**

Click here to enter text.
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<b>Requested by:</b>	Click here to enter text.	<b>Date:</b>	Click here to enter text.
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**Project Number:**  
(For office use only)

Click here to  
enter text.

## CAPITAL REQUEST FORM CITY OF MARLBOROUGH

Department:	Police Department	Priority Level: (Rank Level 1-5, with 1 = Highest Priority)	<b>2</b>
Contact person:	David A. Giorgi		
Phone:	508-485-1212 ext. 26970	Email:	dgiorgi@marlborough-ma.gov
Proposed project name:	Fitness room equipment upgrade		
Project location:	Police Department		
Project description:	Replace and upgrade various pieces of equipment in the department's fitness area, including treadmill, rowing machine, and weight bars.		
Why project is needed/ consequence for not completing :	An essential requirement to remain prepared for the duties of a police officer is to be physically fit. Police station does have fitness area, but some of the higher-end equipment is in disrepair. We have used discarded equipment from local gyms, but it rapidly declines.		
Combine with other projects? Which?	Click here to enter text.		
Date Asset was Built or Purchased	Records reveal that last purchase of fitness equipment was in 2012		
Useful Life (in years)	Fitness equipment should last 5+ years with regular maintenance.		

### Financial Implications

Total project cost:		12,000.							
When needed (identify amount needed each year of Five Year Capital Plan):									
FY19	Click here to enter text.	FY20	8,000	FY21	Click here to enter text.	FY22	Click here to enter text.	FY23	Click here to enter text.
Potential grant funds or other resources that could help offset project costs (list in box to right):					Click here to enter text.				
Projected impact on operating costs [Show increases as positive (+) and savings as negative (-)]									

<b>Project Number:</b> <b>(For office use only)</b>	Click here to enter text.
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<b>FY19</b>	Click here to enter text.	<b>FY20</b>	Click here to enter text.	<b>FY21</b>	Click here to enter text.	<b>FFY22</b>	Click here to enter text.	<b>FY23</b>	Click here to enter text.
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**Other Comments:**

Click here to enter text.
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<b>Requested by:</b>	Click here to enter text.	<b>Date:</b>	Click here to enter text.
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**Performance Plus, Inc.**

168 Plain St, Norton, MA 02780  
Tel. 617-365-8233 Fax 866.820.7321

Brian Cox 508-485-1212

[illegible]





Marlborough Police Department  
355 Bolton Street Marlborough MA 01752

VEHICLE INFORMATION										COMPUTER INFORMATION	
Car	Vehicle Type (Year / Make / Model)	Plate #	Vin #	Purchase Date	Tire Size	MA REG. RENEW DATE	Car Stickers Renewal Month	Current Mileage (as of 2/30/2019)	Car Condition	Service Tag	Service Code
UN-MARKED CARS											
A - 1	2017 Ford Explorer Utility (GRAY)	88BV52	1FM5K8D85HGD44453	12/24/2017	P235/70/16		19-Feb	August	33,264	NEW	N/A
A - 2	2014 Ford Taurus (Black)	4ZCV70	1FAHP2MKXEG107289	12/13/2013	235/55/18		17-Dec	March	22,756	FAIR	N/A
A - 3	2008 Ford Explorer Utility (Black)	821CP6	1FMEU73EX8UB28577	2008	P245/65/17		20-Jun	March	61,410	FAIR	N/A
A - 4	2018 Ford Explorer Utility (Black)	MPD698	1FM5K8D88JGC17833	10/4/2011	P245/65/17		18-Dec	October	3,124	NEW	N/A
A - 5	2008 Ford Fusion (Black)	972WGB	3FAHP07188R187468	1/6/2001	215/60/16		19-Dec	August	79,938	FAIR	
C - 1	2012 Ford Explorer Utility (Black)	952WGB	1FMHK8B81CGA17766	2008	205/60/16		18-Mar	August	106,000	FAIR	N/A
C - 2	2011 Ford Taurus (Blue)	811WKH	1FAHP2HW2BG118683	12/3/2010	235/55/18		19-Jan	December	34,970	FAIR	N/A
C - 3	2011 Ford Taurus (Black)	6261FZ	1FAHP2HW5BG127524	12/3/2010	235/55/18		18-Jan	December	56,530	FAIR	N/A
D - 2	2016 Ford Fusion (Gray)	1XB613	3FA6P0D92GR125452	5/21/2015	215/60/17		19-Mar	May	20,437	GOOD	N/A
D - 3	2017 FORD FUSION (black)	3AWT20	3FA6POLU1HR123313	08/22/20216	215/60/17		17-Oct	January	22,267	GOOD	N/A
D - 4	2014 Ford Explorer Utility (BLACK)	4ZCJ70	1FM5K8B86EGA50199	08/18/2013	205/60/16		19-Feb	August	43,560	GOOD	N/A
D - 5	2007 Crown Victoria (Light Blue)	55FW81	2FAHP71W17X129814	01/21/2007	235/55/17		19-Nov	February	66,675	FAIR	N/A
KA-9	2013 FORD SUV TRUCK	MP3628	1FMJU1GSXDEF60127	9/20/2013				September	106,000	FAIR	N/A
MARKED CARS											
P - 1	2018 Ford Interceptor Utility	M3135A	1FM5K8ARXJB921155	08/14/2016	245/55/18			August	8,818	NEW	N/A
P - 2	2018 Ford Interceptor Utility	MP813H	1FM5K8AR9JGB59682	4/22/2015	245/55/18			April	25,112	GOOD	8XZPLG1 19469623249
P - 3	2017 Ford Interceptor Utility	MP 23U	1FM5K8ARXHG026723	08/22/2016	245/55/18			August	58,411	FAIR	DXZPLG1 30353534929
P - 4	2018 Ford Interceptor Utility	MP55	1FM5K8AR9JGB59682	02/08/2015	245/55/18			February	20,989	GOOD	92H51G1 19740762001
P - 5	2016 Ford Interceptor Utility	MP565J	1FM5K8AR4GGA08434	10/3/2015	245/55/18			October	109,700	POOR	FXZPLG1 34707099601
P - 6	2018 Ford Interceptor Utility	8HM958	1KM5K8ARXJGC75097	04/15/2015	245/55/18			April	12,180	NEW	LXZPLG1 28176752593
P - 7	2018 Ford Interceptor Utility	MP665H	1FM5K8AR9JGB59683	2/10/2015	245/55/18			February	24,754	GOOD	N/A
P - 8	2019 Ford Interceptor Utility	MP354J	1FM5K8AR6GGA08435	12/05/2015	245/55/18			May	0	NEW	4LFNCG1 10003202497
P-9	2017 Ford Interceptor Utility	MPD285	1FM5K8AR8HGD26719	8/22/2017	245/55/18				50,887	GOOD	
P-10	2017 Ford Interceptor Utility	MPD283	1FM5K8AR4HGD26720	8/22/1017	245/55/18				38,025	GOOD	
S-1	2017 FORD EXPLORER SUV	MP7484	1FM5K8AR3HGA13240	10/07/2016	245/55/18			July	28,645	GOOD	N/A
T - 1	2017 Ford Interceptor Utility	MP814H	1FM5K8AR6HGD26721	05/00/2017	235/55/17			May	14,780	GOOD	N/A
T - 2	2014 Ford Interceptor Utility	MP285F	1FM5K8AR6EGA18251	08/28/2013	245/55/18			August	74,748	FAIR	N/A
T - 3	2008 Harley Davidson Motorcycle	MMC7879	1HD1FMM198Y652608	6/20/2008				June		N/A	N/A
T - 4	2011 Harley Davidson Motorcycle	MMC8305	1HD1FMM168Y656082	6/6/2011				June		N/A	N/A
T - 5	2018 Ford Interceptor Utility		1FM5K8ARA4JGB68112	4/6/2018				May	6,930	NEW	N/A

29 total cruisers + 2 non trades for S.R.O. assignment



**Project Number:**  
(For office use only)

[Click here to enter text.](#)

## CAPITAL REQUEST FORM CITY OF MARLBOROUGH

<b>Department:</b>	Inspectional Services	<b>Priority Level: (Rank Level 1-5, with 1 = Highest Priority)</b>	<b>2</b>
<b>Contact person:</b>	Jeffrey Cooke		
<b>Phone:</b>	508-460-3776	<b>Email:</b>	jcooke@marlborough-ma.gov
<b>Proposed project name:</b>	Replacement 2011 vehicle 106500 miles		
<b>Project location:</b>	For Inspector use in Building Dept.		
<b>Project description:</b>	New electric vehicle		
<b>Why project is needed/ consequence for not completing :</b>	City's mechanic states that the two local inspector vehicles are approaching end of useful life. Obtained through Police Dept. - old cruisers		
<b>Combine with other projects? Which?</b>	<a href="#">Click here to enter text.</a>		
<b>Date Asset was Built or Purchased</b>	<a href="#">Click here to enter text.</a>		
<b>Useful Life (in years)</b>	<a href="#">Click here to enter text.</a>		

### Financial Implications

<b>Total project cost:</b>	\$28,000.00								
<b>When needed (identify amount needed each year of Five Year Capital Plan):</b>									
<b>FY19</b>	<a href="#">Click here to enter text.</a>	<b>FY20</b>	<a href="#">Click here to enter text.</a>	<b>FY21</b>	<a href="#">Click here to enter text.</a>	<b>FFY22</b>	<a href="#">Click here to enter text.</a>	<b>FY23</b>	<a href="#">Click here to enter text.</a>
<b>Potential grant funds or other resources that could help offset project costs (list in box to right):</b>					<a href="#">Click here to enter text.</a>				
<b>Projected impact on operating costs [Show increases as positive (+) and savings as negative (-)]</b>									
<b>FY19</b>	<a href="#">Click here to enter text.</a>	<b>FY20</b>	<a href="#">Click here to enter text.</a>	<b>FY21</b>	<a href="#">Click here to enter text.</a>	<b>FFY22</b>	<a href="#">Click here to enter text.</a>	<b>FY23</b>	<a href="#">Click here to enter text.</a>

<b>Project Number:</b> <b>(For office use only)</b>	Click here to enter text.
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**Other Comments:**

Click here to enter text.
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<b>Requested by:</b>	Click here to enter text.	<b>Date:</b>	Click here to enter text.
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**Project Number:**  
(For office use only)

[Click here to enter text.](#)

**CAPITAL REQUEST FORM  
CITY OF MARLBOROUGH**

<b>Department:</b>	Department of Public Works	<b>Priority Level: (Rank Level 1-5, with 1 = Highest Priority)</b>	
<b>Contact person:</b>	John Ghiloni		
<b>Phone:</b>	508-624-6910	<b>Email:</b>	cfarese@marlborough-ma.gov
<b>Proposed project name:</b>	Facilities Capital Budget		
<b>Project location:</b>	City buildings		
<b>Project description:</b>	Upgrades and improvements to city buildings. See attached document for individual project breakdown.		
<b>Why project is needed/ consequence for not completing :</b>			
<b>Combine with other projects? Which?</b>			
<b>Date Asset was Built or Purchased</b>			
<b>Useful Life (in years)</b>			

**Financial Implications**

<b>Total project cost:</b>	\$830,000.00								
<b>When needed (identify amount needed each year of Five Year Capital Plan):</b>									
<b>FY19</b>	\$830,000	<b>FY20</b>		<b>FY21</b>		<b>FY22</b>		<b>FY23</b>	
<b>Potential grant funds or other resources that could help offset project costs (list in box to right):</b>									
<b>Projected impact on operating costs [Show increases as positive (+) and savings as negative (-)]</b>									
<b>FY19</b>		<b>FY20</b>		<b>FY21</b>		<b>FY22</b>		<b>FY23</b>	

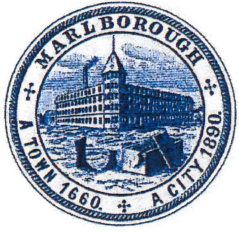
**Other Comments:**

[Click here to enter text.](#)

<b>Requested by:</b>	John L. Ghiloni	<b>Date:</b>	4/23/2019
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Marlborough DPW			
Capital Budget			
4/23/2019			
	Purchase	Cost	Total
Facilities			
	Electric Service Upgrade at High School	\$80,000.00	
	City Hall Belltower Masonry	<del>\$400,000.00</del>	
	City Hall Roof	\$100,000.00	
	Schools - Clocks/PA Upgrades	\$150,000.00	
	Ward Park Storage Building	\$100,000.00	
			<del>\$830,000.00</del>

✱ 430,000 -  
 ✱



*City of Marlborough*  
*Office of the Mayor*

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

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 MAY 30 A 11:45

*Arthur G. Vigeant*  
MAYOR

*Kate Flanagan*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

May 30, 2019

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

**Re: Transfer Request – DPW Engineers Contract**

Honorable President Clancy and Councilors:

I have enclosed for your approval a transfer request to fund the recently ratified collective bargaining contract between the City of Marlborough and the DPW Engineers, Massachusetts Laborers District Council of the Laborers International Union of North America, Local 176 which is effective for the three-year period from July 1, 2018 to June 30, 2021.

In keeping with previous agreements reached with other unions, this contract calls for a 6.5% cost of living increase over the term of the contract at 2% for 2019, 2.5% for 2020 and 2% for 2021. I have enclosed a transfer request totaling \$49,090.00.

I wish to thank the Massachusetts Laborers District Council of the Laborers International Union of North America, Local 176 for their willingness to work with the city in reaching a new contract. Thank you in advance for your consideration and do not hesitate to let me know if you have any questions.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:

FISCAL YEAR:

2019

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$485,582.65</u>	<u>\$49,090.00</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for Salaries</u>	<u>\$1,560.00</u>	<u>14001101</u>	<u>50108</u>	<u>GIS Administrator</u>	<u>\$5,977.00</u>
	Reason:	<u>Contractual Obligation</u>			Reason:	<u>Contractual Obligation</u>			
					<u>\$3,700.00</u>	<u>14001101</u>	<u>50660</u>	<u>Asst. City Engineer</u>	<u>\$14,219.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$1,110.00</u>	<u>14001101</u>	<u>50700</u>	<u>Grade II Engineering Aide</u>	<u>\$5,573.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$5,630.00</u>	<u>14001101</u>	<u>50710</u>	<u>Junior Civil Engineer</u>	<u>\$29,504.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$230.00</u>	<u>14001103</u>	<u>51430</u>	<u>Longevity</u>	<u>\$109.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$275.00</u>	<u>14001103</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$0.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$1,780.00</u>	<u>14001301</u>	<u>50660</u>	<u>General Foreman</u>	<u>\$6,920.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$630.00</u>	<u>14001303</u>	<u>51430</u>	<u>Longevity</u>	<u>\$206.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$390.00</u>	<u>14001303</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$0.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			
					<u>\$1,850.00</u>	<u>14001401</u>	<u>50692</u>	<u>Automotive Maintenance</u>	<u>\$7,017.00</u>
	Reason:				Reason:	<u>Contractual Obligation</u>			

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:

FISCAL YEAR:

2019

FROM ACCOUNT:

TO ACCOUNT:

				\$125.00	14001403	51430	Longevity	\$4.00
	Reason:						Contractual Obligation	
				\$75.00	14001403	51920	Sick Leave Buy Back	\$0.00
	Reason:						Contractual Obligation	
				\$1,850.00	14001501	50680	General Foreman	\$7,017.00
	Reason:						Contractual Obligation	
				\$625.00	14001503	51430	Longevity	\$0.00
	Reason:						Contractual Obligation	
				\$1,060.00	14001503	51920	Sick Leave Buy Back	\$69.00
	Reason:						Contractual Obligation	
				\$1,515.00	60080001	50570	Chemist	\$15,422.00
	Reason:						Contractual Obligation	
				\$1,150.00	60080001	50580	Asst. Chemist	\$4,404.00
	Reason:						Contractual Obligation	
				\$35.00	60080003	51430	Longevity	\$0.00
	Reason:						Contractual Obligation	
				\$10.00	60080003	51920	Sick Leave Buy Back	\$194.00
	Reason:						Contractual Obligation	
				\$6,210.00	60081001	50850	Treatment Plant Operator	\$27,898.00
	Reason:						Contractual Obligation	
				\$1,850.00	60081001	50910	Chief Treatment Plant Oper.	\$7,107.00
	Reason:						Contractual Obligation	

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:

FISCAL YEAR:

2019

FROM ACCOUNT:

TO ACCOUNT:

				\$300.00	60081003	51430	Longevity	\$0.00
	Reason:				Reason:		Contractual Obligation	
				\$185.00	60081003	51920	Sick Leave Buy Back	\$0.00
	Reason:				Reason:		Contractual Obligation	
				\$5,500.00	60085001	50850	Treatment Plant Operator	\$21,509.00
	Reason:				Reason:		Contractual Obligation	
				\$1,800.00	60085001	50910	Chief Treatment Plant Oper.	\$7,144.00
	Reason:				Reason:		Contractual Obligation	
				\$100.00	60085003	51430	Longevity	\$0.00
	Reason:				Reason:		Contractual Obligation	
				\$95.00	60085003	51920	Sick Leave Buy Back	\$1.00
	Reason:				Reason:		Contractual Obligation	
				\$1,725.00	61090001	50680	General Foreman	\$8,481.00
	Reason:				Reason:		Contractual Obligation	
				\$75.00	14001403	51440	Education Incentive	\$43.00
	Reason:				Reason:		Contractual Obligation	
				\$75.00	14001503	51440	Education Incentive	\$0.00
	Reason:				Reason:		Contractual Obligation	
				\$4,500.00	60081003	51440	Education Incentive	\$575.00
	Reason:				Reason:		Contractual Obligation	

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: \_\_\_\_\_

FISCAL YEAR: 2019

FROM ACCOUNT: \_\_\_\_\_

TO ACCOUNT: \_\_\_\_\_

\$3,000.00

60085003 51440 Education Incentive

\$0.00

Reason: \_\_\_\_\_

Reason: \_\_\_\_\_

Contractual Obligation

\$75.00

61090003 51440 Education Incentive

\$0.00

Reason: \_\_\_\_\_

Reason: \_\_\_\_\_

Contractual Obligation

\$49,090.00

Total

\$49,090.00

Total

Department Head signature: \_\_\_\_\_

Auditor signature: \_\_\_\_\_

Comptroller signature: \_\_\_\_\_

Three handwritten signatures in blue ink are present. The first signature is at the top, the second is in the middle, and the third is at the bottom. Each signature is written over a horizontal line.

**MEMORANDUM OF AGREEMENT  
BETWEEN THE  
CITY OF MARLBOROUGH  
AND  
THE DPW ENGINEERS, MASSACHUSETTS LABORERS DISTRICT COUNCIL  
OF THE LABORS INTERNATIONAL UNION OF NORTH AMERICA,  
AFL-CIO, LOCAL 272  
05/22/2019**

The Negotiating Subcommittee of the City of Marlborough ("the City"), acting subject to the ratification of this Memorandum of Agreement by the Mayor of the City of Marlborough to whom the Subcommittee agrees to recommend acceptance, and the Negotiating Team of the DPW Engineers, Massachusetts Laborers District Council of the Laborers International Union of North American, Local 272 "~~the~~ Union"), acting subject to the ratification of this Memorandum of Agreement by the membership of the Union to whom the Negotiating Team agrees to recommend acceptance, hereby mutually agree to the following terms and conditions of settlement of a Collective Bargaining Agreement that will be in effect for the three (3) year period from July 1, 2018 – June 30, 2021.

1. Provisions of New Contract

Except as provided for in this Memorandum of Agreement and, except for technical matters such as date changes, all other provisions of the July 1, 2018 – June 30, 2021 Contract shall be carried over intact into the successor Contract.

2. ARTICLE 3, Section 1 – Job Security/Subcontracting.

Change the expiration date to June 30, 2021.

3. ARTICLE 9 – Compensation.

Section 1 – Wage increase:

Effective July 1, 2018, there will be a 2% increase in base wages.

Effective July 1, 2019, there will be a 2.5% increase in base wages.

Effective July 1, 2020, there will be a 2% increase in base wages.

Section 2 (a)-Licenses:

Add the following to Section (a):

"Any employee who holds a wastewater treatment plant operators license Grade 5, Grade 6 or Grade 7 shall receive a \$500.00 bonus/increase (added to their base) for each license."



Modify Section 5 – Direct Deposit.

“All employees may be paid by way of electronic direct deposit on a weekly or bi-weekly schedule at the discretion of the City”

4. ARTICLE 12 – Clothing Allowance.

Increase the clothing allowance for all eligible unit members by \$200.

Add a section #3 to read:

“All unit members will be required to wear OSHA approved steel toe or composite work boots or shoes during work hours.”

5. ARTICLE 14-Vacation

Add Section #8:

“For employees hired after July 1, 2018, whenever an employee completes a year of service such that he/she advances to the next higher level of vacation entitlement, he/she shall be entitled to the higher vacation entitlement beginning on January 1 of the year immediately following his/her anniversary date.”

5. ARTICLE 23- Duration of Agreement.

Amend dates of agreement to July 1, 2018 – June 30, 2021.

6. APPENDIX A. – Past Practices.

Add practice #29 to read:

“If Veteran’s Day falls on a Saturday, each employee will have a choice of the previous Friday or the following Monday to celebrate the holiday at the discretion of their supervisor. If Veteran’s Day falls on a Saturday the Easterly Waste Water Treatment Plant (EWWTP) and the Westerly Waste Water Treatment Plant (WWWTP) will observe the holiday on Friday.”

Add practice # 30 to read:

Superannuation Retirement- Side Letter Agreement dated July 27, 2011 from Assistant City Solicitor Cynthia Panagore-Griffin to Chief Steward Steve Senato added to CBA as Appendix C.


Add practice # 31 to read:

"The City will cover the cost for required DOT physicals for General Foremen not to exceed \$75 annually."

Agreed on this 28<sup>th</sup> day of May\_\_ 2019:

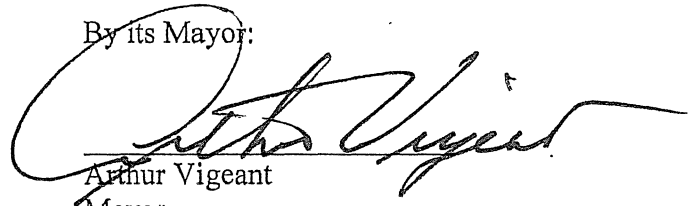
MASSACHUSETTS LABORERS  
DISTRICT COUNCIL – LOCAL **272**

By its Executive Board:

  
\_\_\_\_\_  
Steve Senato  
Steward

CITY OF MARLBOROUGH

By its Mayor:

  
\_\_\_\_\_  
Arthur Vigeant  
Mayor

Appendix C:



City of Marlborough  
Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

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

DONALD V. RIDER, JR.  
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN  
ASSISTANT CITY SOLICITOR

BEVERLY J. SLEEPER  
CHIEF PROCUREMENT OFFICER

ELLEN STAVROPOULOS  
PARALEGAL

July 27, 2011

Steve Senato, Chief Stewart  
Laborers International Union of North America, AFL-CIO-Local 176  
135 Neil Street  
Marlborough, MA 01752

RE: Superannuation Retirement – Side Letter Agreement

Dear Steve:

This letter is to clarify the parties' agreement concerning the Collective Bargaining Agreement between the City of Marlborough and Laborers International Union of North America, AFL-CIO, Local 176 for FY2010 – FY2012 (the "Agreement"). The parties agree that Article 16, Section 4B of the Agreement will be amended by deleting in its entirety paragraph (c.) and replacing it with the following:

"If the employee is eligible for maximum retirement benefit, the employee must retire within three (3) years of the date of achieving maximum retirement benefit;"

Sincerely,

Cynthia Panagore Griffin  
Assistant City Solicitor

AGREED TO:

LABORERS INTERNATIONAL UNION OF  
NORTH AMERICA, AFL-CIO, LOCAL 176  
(DPW ENGINEERS)

By:

Date: 7/27/11

CITY OF MARLBOROUGH

By:

Nancy Stevens

Date: 7/27/11



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

*Arthur G. Vigeant*  
MAYOR

2019 MAY 30 A 11:45

*Kate Flanagan*  
EXECUTIVE AIDE

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

*Patricia Bernard*  
EXECUTIVE SECRETARY

May 30, 2019

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

**Re: Transfer Request - City Solicitor**

Honorable President Clancy and Councilors:

Please find attached for your review a transfer request to fund the salary for the new City Solicitor, Jason Grossfield. Mr. Grossfield began his employment with the City of Marlborough on Monday, May 20, 2019.

Due to the retirement of our former City Solicitor, Donald Rider a transfer is necessary to fund the City Solicitor line item through June 30, 2019. Upon your approval \$6,000.00 will be transferred from the Reserve for Salaries account to the City Solicitor account.

Thank you in advance for your consideration. If you have any questions or concerns, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



**CITY OF MARLBOROUGH**

**Office of the City Auditor**

140 Main St.

Marlborough, MA 01752

May 28, 2019

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

RE: Transfer Request

Dear Mayor Vigeant

Enclosed herewith is a transfer request for the Legal Department. The City Solicitor recently retired and an internal transfer was prepared to pay out vacation time owed using all available funds from within the department. Additional funds are required from Reserve for Salaries to sufficiently fund the City Solicitor account through June 30, 2019.

Sincerely,

Diane Smith  
City Auditor

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:

Legal

FISCAL YEAR:

2019

FROM ACCOUNT:

TO ACCOUNT:

Available  
Balance

Amount

Org Code	Object
----------	--------

Object

Account Description:

Amount

Org Code

Object

Account Description:

Available  
Balance

\$485,582.65

\$6,000.00

11990006

57820

### Reserve for Salaries

\$6,000.00

11510001

50030

City Solicitor

\$11,766.55

Reason:

To fund City Solicitor line through June 30th due to a retirement

Reason:

Reason:

Reason:

Reason:

\$6,000.00

Total

\$6,000.00

Total

Department Head signature:

Auditor signature:

Comptroller signature:



*City of Marlborough*  
*Office of the Mayor*

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

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 MAY 30 A 11:45

*Arthur G. Vigeant*  
MAYOR

*Kate Flanagan*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

May 30, 2019

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

**Re: S+P Global Rating - AAA**

Honorable President Clancy and Councilors:

I am pleased to report that the City of Marlborough's bond rating by S+P Ratings has been upgraded from AA+ to AAA. I have enclosed for your review a document which provides a summary of their rationale, outlook and related research which lead to the bond determination.

There is only a small percentage of towns and only five other cities in the Commonwealth that have earned the prestigious AAA designation. I am proud of the City of Marlborough and our accomplishment. This rating would not have been possible without the team work of City Council, Brian Doheny and Diane Smith.

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

**Summary:**

**Marlborough, Massachusetts; General  
Obligation; Note**

**Primary Credit Analyst:**

Anthony Polanco, Boston + 1 (617) 530 8234; anthony.polanco@spglobal.com

**Secondary Contact:**

Christian Richards, Boston (1) 617-530-8325; christian.richards@spglobal.com

**Table Of Contents**

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Rationale

Outlook

Related Research



## Summary:

# Marlborough, Massachusetts; General Obligation; Note

### Credit Profile

US\$25.5 mil BANs dtd 06/14/2019 due 06/12/2020

<i>Short Term Rating</i>	SP-1+	New
--------------------------	-------	-----

US\$11.735 mil GO muni purpose ln ser 2019 due 06/01/2039

<i>Long Term Rating</i>	AAA/Stable	New
-------------------------	------------	-----

Marlborough GO

<i>Long Term Rating</i>	AAA/Stable	Upgraded
-------------------------	------------	----------

Marlborough

<i>Long Term Rating</i>	AAA/Stable	Upgraded
-------------------------	------------	----------

#### Marlborough GO

<i>Unenhanced Rating</i>	AAA(SPUR)/Stable	Upgraded
--------------------------	------------------	----------

## Rationale

S&P Global Ratings raised its long-term and underlying (SPUR) ratings to 'AAA' from 'AA+' on Marlborough, Mass.' general obligation (GO) debt outstanding. At the same time, S&P Global Ratings assigned its 'AAA' long-term rating to the city's series 2019 GO bonds and assigned its 'SP-1+' short-term rating to the city's series 2019 GO bond anticipation notes (BANs). In addition, S&P Global Ratings affirmed its 'SP-1+' short-term ratings on the city's existing short-term debt. The outlook, where applicable, is stable.

The upgrade reflects our view of the city's continued maintenance of very strong budgetary flexibility through balanced financial operations with available reserves at 23% of expenditures, and is enhanced by a large unused levy capacity that totals \$34 million as of fiscal 2019, or 24% of expenditures, which is amongst the highest in the commonwealth. We also believe the city's positive finances support its very strong economy and large and growing tax base that has experienced increases in total assessed value (AV) by more than 20% in the past five years. Further supporting the rating, is the city's very strong management conditions with strong policies and plans to which the city continues to adhere to and updates accordingly as well as its improving pension plan funded ratio that we view as above average when compared with peers across the commonwealth, while continuing to fund its other postemployment benefits (OPEB) obligation.

The short-term rating reflects our view of the city's strong ability to pay principal and interest when the BANs come due. Marlborough's market risk profile is low, in our view, because it maintains strong legal authority to issue long-term debt to take out the BANs and it is a frequent issuer, providing regular disclosure to market participants.

The city's full-faith-and-credit pledge, subject to limitations of Proposition 2-1/2, secures the BANs and bonds. We rate

the limited-tax GO debt on par with our view of Marlborough's general creditworthiness, since the ad valorem tax is not derived from a measurably narrower tax base and there are no limitations on the fungibility of resources, which supports our view of the city's overall ability and willingness to pay debt service. Officials plan to use bond proceeds for various capital improvement projects (CIPs). Note proceeds will be used to renew existing GO BANs and provide funding for sewer- and road-improvement projects.

The long-term rating reflects our view of the city's:

- Very strong economy, with access to a broad and diverse metropolitan statistical area (MSA);
- Very strong management, with strong financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Strong budgetary performance, with operating surpluses in the general fund and at the total governmental fund level in fiscal 2018;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2018 of 23% of operating expenditures, and the flexibility to raise additional revenues despite statewide tax caps;
- Very strong liquidity, with total government available cash at 33.3% of total governmental fund expenditures and 10.9x governmental debt service, and access to external liquidity that we consider strong;
- Strong debt and contingent liability profile, with debt service carrying charges at 3.1% of expenditures and net direct debt that is 40.3% of total governmental fund revenue, as well as low overall net debt at less than 3.0% of market value, but a large pension and OPEB obligation; and
- Strong institutional framework score.

### **Very strong economy**

We consider Marlborough's economy very strong. The city, with an estimated population of 41,635, is located in Middlesex County in the Boston-Cambridge-Newton MSA, which we consider to be broad and diverse. The city has a projected per capita effective buying income of 136% of the national level and per capita market value of \$143,175. Overall, the city's market value grew by 10.6% over the past year to \$6.0 billion in 2019. The county unemployment rate was 3.0% in 2017.

Marlborough--a predominantly residential community that also features a diverse industrial and commercial base--is approximately 25 miles west of Boston. Interstates 290 and 495, as well as the U.S. Route 20 traverse the city, which connects residents to Boston, Worcester, and other regional employment centers. In addition, due to its central location and highway access, Marlborough has experienced considerable residential and commercial growth. Over the past three years, its AV increased 19.5% to approximately \$5.9 billion in fiscal 2019. We consider the tax base to be very diverse, with the 10-leading taxpayers accounting for 9% of AV.

Due partially to the city's efforts to attract commercial development and form mixed-use overlay districts, several large corporate employers have relocated to Marlborough since 2011, which has contributed to its broadening employment and property tax base. The city's leading employers, including Raytheon (2,000 employees), TJX Cos. Inc. (1,900), Boston Scientific (1,600), and Quest Diagnostics (1,300) anchor the community and have supported additional residential development and expansion of smaller business in the area. New companies that have moved into the city

include Allegro Microsystems, Exagrid, and Repligen, which opened a new manufacturing facility.

A new development known as the Apex Center of New England has been completed and includes two new hotels, restaurants, 114,000 square feet of office space, and a 150,000-square-foot entertainment complex. According to the city, the development is expected to create more than 1,600 new jobs. A 123-unit luxury apartment building is under construction by Avalon at the Marlborough Hills section of town. In addition, a new 12-building industrial park is being planned for development at the former Marlborough Airport.

Based on our expectation that the city will likely attract a healthy mix of commercial and residential development, with the city maintaining access to regional employment centers, we are unlikely to modify our view of Marlborough very strong economic profile over the next two years.

### **Very strong management**

We view the city's management as very strong, with strong financial policies and practices under our FMA methodology, indicating financial practices are strong, well embedded, and likely sustainable.

In preparation of its annual budget, management employs conservative budgeting practices, which include the use of four-to-five years of historical data to forecast its revenue and expenditure assumptions. In addition, the city estimates its local tax receipts and intergovernmental revenue by reviewing economic and demographic growth trends in coordination with the assessor's office. Management determines its annual budget appropriations by assessing fixed costs, such as debt service and contractual obligations from collective bargaining to determine its baseline. It then identifies the remainder of budgeted appropriations and prioritizes based on municipal department and community needs.

Throughout each fiscal year, the city also monitors its budget-to-actual performance internally, and management delivers a report to the city council monthly to address budget variances. According to management, the city council may not increase any supplementary appropriations without the mayor's recommendation of the mayor.

Marlborough maintains a five-year CIP, which it updates on an annual basis. The plan identifies capital needs and various funding sources, as well as debt service amortization. In addition, it maintains a five-year long-term financial plan to forecast future revenue and expenditures trends. The city adopted an investment policy that complies with commonwealth guidelines for fund investments and investment reporting is done quarterly. It has adopted debt policies to limit debt service to 5% of expenditures, requiring tax-supported debt to amortize at least 65% over the first 10 years or retirement, as well as forbidding enterprise debt from exceeding 25% of total operating expenditures. Marlborough has a formal debt reserve policy, with a requirement to maintain reserves at minimum of 15% of annual expenditures and it has historically met this target and sustained its reserves at those levels.

### **Strong budgetary performance**

Marlborough's budgetary performance is strong, in our opinion. The city had operating surpluses of 2.7% of expenditures in the general fund and of 2.8% across all governmental funds in fiscal 2018.

We adjusted fiscal 2018 results for recurring transfers, large one-time capital expenses, and one-time capital expenditures paid for with bond proceeds. According to management, the city used a small amount of its fund balance instead of taking out debt for various one-time capital expenses such as a land purchase, Department of Public

Works equipment, and a fire truck. However these expenses were partially offset by savings in other areas of the budget and higher than expected revenue items. This included real estate taxes, departmental income, investment income, and motor vehicle excise taxes. For fiscal 2019, management indicates revenues are trending above budget and expenditures are on target. As a result, the city expects to end the fiscal year with a general fund surplus.

The proposed fiscal 2020 budget totals \$145.2 million and the city does not expect to appropriate fund balance into the budget. Although management does not expect the fiscal 2020 budget to be a major departure from the previous year, with only an overall increase of 5.6%, the city is planning to include increases in health insurance and education costs for the year. The city has also budgeted for salary increases in relation to settled union contracts.

Due to Marlborough's historically balanced financial operations and general fund projections, we expect the city's budgetary performance to remain strong. Property taxes make up 63% of general fund revenues followed by intergovernmental at 29%. Tax collections are strong, in our view, averaging 100% over the past three years.

Beyond the current fiscal year, one potential source of budgetary pressure includes elevated pension and OPEB costs and the paying down of unfunded liabilities. While we believe Marlborough continues to plan for and absorb increases in its budget and does not generally expect a material change in these costs within the two-year outlook period, we could modify our view of the city's budgetary performance should these costs continue to escalate and lead to negative financial operations.

#### **Very strong budgetary flexibility**

Marlborough's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2018 of 23% of operating expenditures, or \$36.0 million. In addition, the city has the flexibility to raise additional revenues despite statewide tax caps, which we view as a positive credit factor.

Due to strong and positive budgetary performance over the past three years, Marlborough has maintained its very strong budgetary flexibility. Based on management's expectation that the city will maintain positive operating performance in fiscal 2019, and at least balanced operations for fiscal 2020, we do not expect its very strong overall flexibility position to deteriorate over the next two years.

Furthermore, the city's formal reserve policy stipulates that Marlborough maintain a minimum unassigned fund balance of 15% of general fund expenditures, a target it has historically met and sustained. Over the past five fiscal years, Marlborough has an unused levy capacity greater than \$20 million. For fiscal 2019, the city's unused levy capacity totaled \$34 million which represents about 24% of budgeted expenditures. We view unused levy capacity as additional operating flexibility, because the city can raise the levy up to that amount without an operating override. The city currently has no plans to tap into this levy capacity. Therefore, we expect the city's flexibility to remain very strong over the next two years.

#### **Very strong liquidity**

In our opinion, Marlborough's liquidity is very strong, with total government available cash at 33.3% of total governmental fund expenditures and 10.9x governmental debt service in 2018. In our view, the city has strong access to external liquidity if necessary.

We adjusted the city's liquidity to account for restricted cash as well as highly liquid investments with Massachusetts

Municipal Depository Trust that can be made readily available. Marlborough is a frequent market participant that has issued debt often over the past 20 years, including GO bonds and short-term BANs. Marlborough has no variable-rate or direct-purchase debt, and management confirms the city has no contingent liquidity risks from financial instruments with payment provisions that change on the occurrence of certain events. City investments are subject to state guidelines, and Marlborough invests its cash in low-risk assets with original maturities of three months or less, including the Massachusetts Municipal Depository Trust, money markets, and short-term certificates of deposit. For these reasons, the city's available cash position remains strong and stable, and we expect its liquidity profile to remain very strong over the next two years.

### **Strong debt and contingent liability profile**

In our view, Marlborough's debt and contingent liability profile is strong. Total governmental fund debt service is 3.1% of total governmental fund expenditures, and net direct debt is 40.3% of total governmental fund revenue. Overall net debt is low at 1.4% of market value, which is in our view a positive credit factor.

After these issuances, the city will have about \$164.3 million in total direct debt, with about \$25.5 million made up of short-term notes. The city plans to issue about \$20 million as part of their CIP mainly for road improvement projects.

In our opinion, a credit weakness is Marlborough's large pension and OPEB obligation. Marlborough's combined required pension and actual OPEB contributions totaled 7.8% of total governmental fund expenditures in 2018. Of that amount, 4.8% represented required contributions to pension obligations, and 3.0% represented OPEB payments. The city made its full annual required pension contribution in 2018. The funded ratio of the largest pension plan is 83.7%.

The city participates in the Marlborough Contributory Retirement System, a cost-sharing, multiemployer, defined-benefit pension plan. Using updated reporting standards in accordance with Governmental Accounting Standards Board Statement Nos. 67 and 68, its proportionate share of the net pension liability was about \$33.6 million as of Dec. 31, 2017 and was 83.68% funded. This is based on a more conservative assumed discount rate of 7.5%. Furthermore, the current funding schedule completely funds the plan by fiscal 2026. While we believe the city is making strides to address its long-term pension liabilities using a condensed amortization schedule, we believe contributions are likely to increase over the next few fiscal years, which could place downward pressure on its finances if assumptions or adverse market conditions were to expose the plan to additional risk.

Furthermore, Marlborough provides OPEBs to its retirees in the form of health and life insurance benefits. The city's unfunded OPEB liability, as of June, 30 2018, was \$109.1million. It has set up a trust fund with a balance of \$10.6 million as of fiscal 2019 according to management. In its efforts to fund this obligation, the city has elected to contribute a base amount of \$100,000 and, at least, 10% of free cash to its OPEB trust, which equates to approximately \$1 million. In fiscal years 2018 and 2019, it contributed \$1.1 million annually to the trust. The city plans to contribute similar amounts to the OPEB trust for fiscal 2020 and beyond. It also plans to increase contributions towards the OPEB trust fund once its pension plan is fully funded in 2026.

### **Strong institutional framework**

The institutional framework score for Massachusetts municipalities is strong.

## Outlook

The stable outlook reflects our opinion of Marlborough's consistent balanced financial operations and adherence to its strong financial management policies and procedures, which have led to the continued maintenance of its very strong budgetary flexibility. Furthermore, we view the city's large unused levy capacity which has steadily increased over the past five years and is among the highest in the commonwealth and its above-average funded pension plan compared with other local governments in the commonwealth as additional financial stabilizing factors for the city. As a result, given our expectation that the city's economy will continue to grow and improve while maintaining its strong budgetary performance, and continue to build its unused levy capacity without plans to reduce it, we do not anticipate changing the outlook within the two-year horizon. While not expected, should the city's budgetary performance deteriorate, leading to drawdown in reserves or unused levy capacity or its pension and OPEB obligations increase, we could lower the rating.

## Related Research

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Incorporating GASB 67 And 68: Evaluating Pension/OPEB Obligations Under Standard & Poor's U.S. Local Government GO Criteria
- 2018 Update Of Institutional Framework For U.S. Local Governments

### Ratings Detail (As Of May 24, 2019)

Marlborough BANs dtd 06/14/2019 due 06/12/2020

<i>Short Term Rating</i>	SP-1+	Affirmed
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Marlborough GO BANS ser 2018 dtd 06/14/2018 due 06/14/2019

<i>Short Term Rating</i>	SP-1+	Affirmed
--------------------------	-------	----------

Many issues are enhanced by bond insurance.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at [www.standardandpoors.com](http://www.standardandpoors.com) for further information. Complete ratings information is available to subscribers of RatingsDirect at [www.capitaliq.com](http://www.capitaliq.com). All ratings affected by this rating action can be found on S&P Global Ratings' public website at [www.standardandpoors.com](http://www.standardandpoors.com). Use the Ratings search box located in the left column.



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*City of Marlborough*  
*Office of the City Clerk*

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

*Steven W. Kerrigan*  
City Clerk

May 30, 2019

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

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 MAY 30 A 10:35

Dear President Clancy & Members:

This letter is to inform you that pursuant to Chapter 7, §23 of the General Code of the City of Marlborough, I have appointed Wilson Chu of Marlborough as Assistant City Clerk, effective June 3, 2019.

Wilson has been a member of the team in the City Clerk's Office since 2011 first working part-time in Elections. In April 2013, he accepted the position of Vitals Clerk, and was instrumental in creating training materials and streamlining the registration process for births, marriages and deaths within the Clerk's Office while still assisting with all of the other functions of our office. Beginning in July 2018 Wilson accepted the position of Elections Clerk. In this role, he has the responsibility to ensure that all voters are properly registered, the annual census is compiled in a timely and efficient manner. In addition, Wilson is responsible to see that all elections held within the city are properly prepared for and run efficiently, as well as continuing to assist the residents and visitors to the Clerk's Office with the other functions we perform.

During the recent transition in the City Clerk's Office, Wilson assumed additional responsibilities and aided me to ensure the transition period was truly seamless. He has shown that he is dedicated to the office and to assisting the residents of Marlborough. His knowledge of all the issues we deal with as well as his professional manner make him well suited for this position, and I know that he will continue to help me lead the City Clerk's Office forward.

It is, therefore, my pleasure to appoint of Wilson Chu as Assistant City Clerk for the City of Marlborough.

Sincerely,

Steven W. Kerrigan  
City Clerk





*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

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

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CITY OF MARLBOROUGH

2019 MAY 29 P 4: 17

JASON D. GROSSFIELD  
CITY SOLICITOR

May 29, 2019

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

Re: City Council Order No. 19-1007671: Lost Shoe Brewing and Roasting Company, License for Outdoor Seating on Sidewalk

Dear Honorable President Clancy and Councilors:

Enclosed please find a proposed License to Encroach on Public Sidewalk and Indemnification with respect to the above-referenced establishment, as recommended by the Legislative and Legal Affairs Committee at its meeting on May 28, 2019. I have reviewed the proposed license and it is in proper legal form.

Please contact me if you have any questions or concerns.

Respectfully,

Jason D. Grossfield  
City Solicitor

Enclosure

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

### **License to Encroach on Public Sidewalk and Indemnification**

WHEREAS, Lost Shoe Brewing and Roasting Company, LLC d/b/a Lost Shoe Brewing and Roasting Company, duly incorporated in the Commonwealth of Massachusetts with a principle place of business at Ashcroft Law Firm, LLC, 200 State Street, Boston, MA 02109, operating a coffee roasting facility and brewery including retail sales for serving the roasted coffee and beer brewed on-site known as Lost Shoe Brewing and Roasting Company located at 19 Weed Street, Marlborough, MA (being a portion of Assessors Map 70 Parcel 147) desires to use a portion of the sidewalk fronting said 19 Weed Street, Marlborough, MA for table service of food and/or beverages (hereinafter, "License Area"); and

WHEREAS the City of Marlborough (hereinafter, the "City") wishes to allow the Lost Shoe Brewing and Roasting Company to use the License Area for table service of food and/or beverages;

WHEREAS the License Area is owned by the City;

NOW, THEREFORE, the City of Marlborough, by and through its City Council (hereinafter, "the City"), grants to Lost Shoe Brewing and Roasting Company, LLC d/b/a Lost Shoe Brewing and Roasting Company (hereinafter, "Licensee") permission to use the License Area for the limited purpose of outdoor dining on food and/or beverages associated with the Licensee and to place tables and chairs thereon for said purpose, and for no other purpose, under the terms and conditions stated below (hereinafter, "the license" or "this license"):

1. The License Area is identified in its approximate location on the plan attached hereto as Exhibit "A," which exhibit is made a part hereof.
2. The license shall be effective from the date of approval by the City until September 30, 2019. Thereafter, subject to the terms and conditions of this license, this license shall run from year to year starting on May 1<sup>st</sup> and ending on September 30<sup>th</sup>. Licensee may not place tables and chairs on the License Area until the start of business on May 1st, and Licensee must remove all tables and chairs at the close of business on September 30<sup>th</sup>.
3. Licensee shall not allow any use of the tables and chairs in the License Area after 10 PM.
4. Licensee acknowledges that this license is not a grant of interest in the License Area or in any other portion of City property.
5. Licensee acknowledge that this license is exclusive to Licensee and that no other person(s) or entity(ies) has the permission of the City to utilize the License Area for any purpose other than for dining on products purchased at the Lost Shoe Brewing and Roasting Company.
6. Licensee agrees that it shall not allow loitering or other use of the License Area which is not related to dining on products purchased at the Lost Shoe Brewing and Roasting Company.

7. Licensee agrees to indemnify and hold harmless the City, their officers, employees and agents from and against all suits, actions or claims, civil or criminal, of any character brought because of any injury or damage received or sustained by any person, persons or property arising out of, or resulting from the existence of any obstruction or defect in the public way abutting the License Area or in the License Area, or arising out of, or resulting from any asserted negligent or intentional act, error or omission of Licensee or its agents, servants or employees, occurring in the performance of the Licensee to place tables and chairs upon License Area and to allow the utilization by third parties of said License Area. The indemnification required hereunder shall not be limited by reason of the specifications of any particular insurance coverage of the Licensee.
8. The City's Building Commissioner or his agents may revoke the license for violation of the terms and conditions of this license.
9. Service of alcoholic beverages out-of-doors in the License Area shall require a separate license from the Licensing Board and any appropriate State approvals.
10. Said tables and chairs shall not interfere with accessible path of travel for handicapped individuals, per the Americans with Disabilities Act and all other applicable laws and regulations.
11. Signs shall not be permitted except in accordance with City's Sign Ordinance.
12. All applicable federal, state, and City policies, regulations and ordinances, as amended, shall remain in full force and effect, and Licensee shall comply with same.
13. Licensee agrees to abide by its terms and conditions, and acknowledges that said license may be revoked by the City of Marlborough for breach of any condition contained therein.

*This is a legally binding document. By signing, Licensee acknowledges that it has had an opportunity to review with its Attorney.*

IN WITNESS WHEREOF, Licensee has set its hand and seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

LICENSEE

Lost Shoe Brewing and Roasting Company, LLC

d/b/a Lost Shoe Brewing and Roasting Company

By its Managers, duly authorized

\_\_\_\_\_  
MELYNDA GALLAGHER

\_\_\_\_\_  
JOHN PAUL GALLAGHER

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_ 2019, before me, the undersigned notary public, personally appeared MELYNDA GALLAGHER to be the person whose name is signed on the preceding or attached document as Manager of Lost Shoe Brewing and Roasting Company, LLC., and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this \_\_\_\_ day of \_\_\_\_ 2019, before me, the undersigned notary public, personally appeared JOHN PAUL GALLAGHER to be the person whose name is signed on the preceding or attached document as Manager of Lost Shoe Brewing and Roasting Company, LLC., and acknowledged to me that he/she signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:

My Commission Expires:

# **EXHIBIT “A”**

Proposed sidewalk seating area at 19 Weed Street – dotted line is main entrance – no alcohol beyond this point

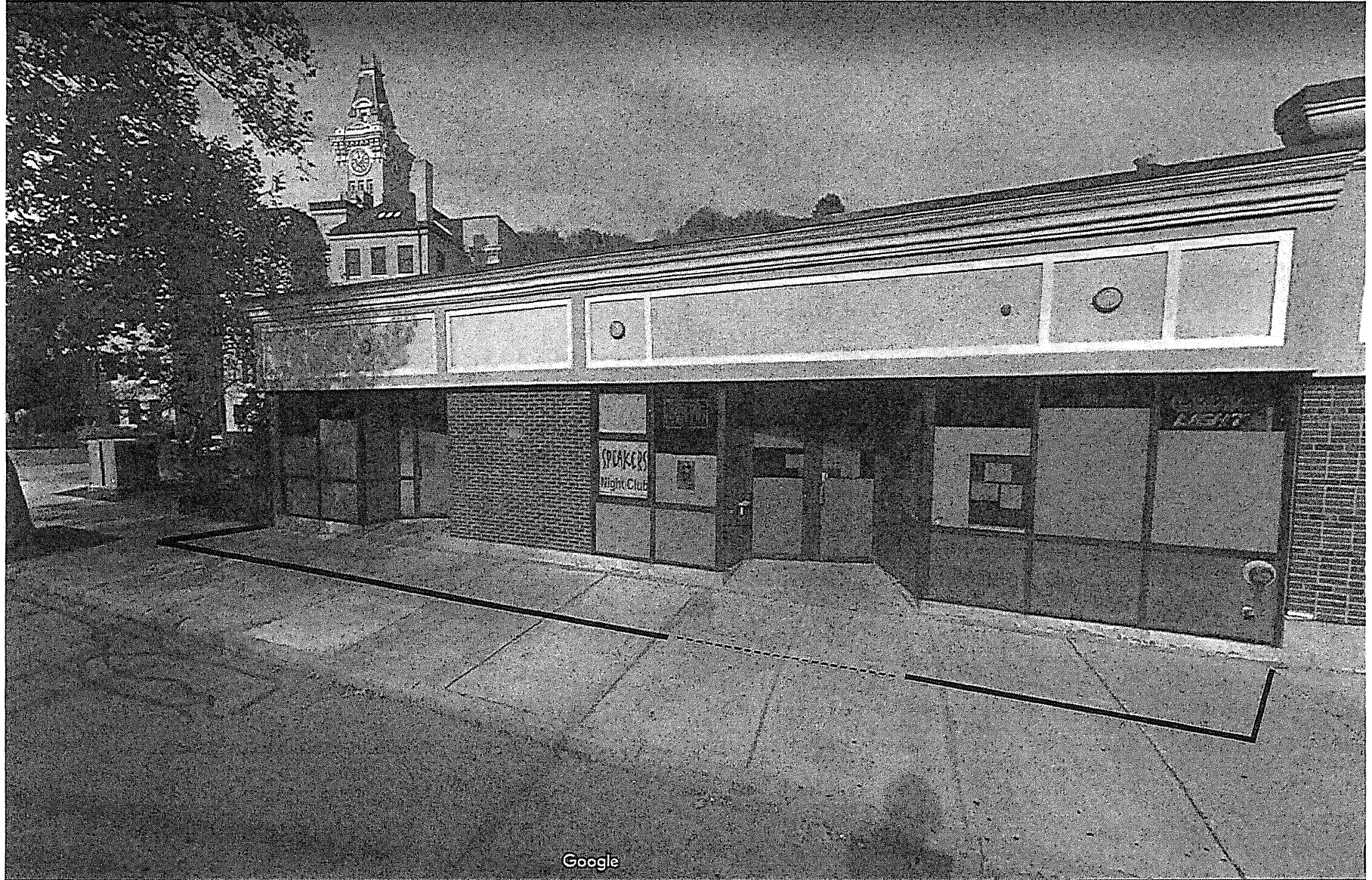


Figure 1





*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

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CITY OF MARLBOROUGH

2019 MAY 29 P 4: 17  
JASON D. GROSSFIELD  
CITY SOLICITOR

May 29, 2019

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

Re: City Council Order No. 19-1007569: Proposed Zoning Map Amendment on behalf of St. Mary's Credit Union re: Land Located on John Street

Dear Honorable President Clancy and Councilors:

As requested, enclosed please find a proposed order to amend the City of Marlborough Zoning Ordinance, Zoning Map, Section 650-8 with respect to Assessors Map 82, Parcels 112 and 113, as recommended by the Urban Affairs Committee at its meeting on May 9, 2019. I have reviewed the proposed amendment and it is in proper legal form.

Please contact me if you have any questions or concerns.

Respectfully,

Jason D. Grossfield  
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor  
Jeffrey Cooke, Building Commissioner  
Brian Falk, Esquire (via e-mail)

**ORDERED:**

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, as amended, be further amended by amending the Zoning Map established by Chapter 650 Zoning Article III Establishment of Districts Section 650-8 "Boundaries Established; Zoning Map". Said Zoning Map is amended by including Assessors Map 82, Parcels 112 and 113 in the Business District.

**ADOPTED**

In City Council

Order No. 19-1007569

Adopted

Approved by Mayor

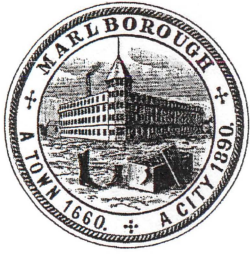
Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:





*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

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2019 MAY 29 12:04:16  
JASON D. GROSSFIELD  
CITY SOLICITOR

May 29, 2019

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

Re: City Council Order No. 19-1007533D: Proposed Zoning Ord. Amendment to Create an Executive Residential Overlay District in the Simarano Drive and Cedar Hill Road Area

Dear Honorable President Clancy and Councilors:

As requested, enclosed please find a proposed order to amend the City of Marlborough Zoning Ordinance by inserting a new Section 650-36, creating an Executive Residential Overlay District, as recommended by the Urban Affairs Committee at its meeting on May 22, 2019. I have reviewed the proposed amendment and placed it into proper legal form as enclosed.

Please contact me if you have any questions or concerns.

Respectfully,

Jason D. Grossfield  
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor  
Jeffrey Cooke, Building Commissioner  
Brian Falk, Esquire (via e-mail)

**ORDERED:**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE ZONING ORDINANCE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY ADDING A NEW §650-36, ENTITLED “EXECUTIVE RESIDENTIAL OVERLAY DISTRICT,” AS FOLLOWS:

§650-36 – EXECUTIVE RESIDENTIAL OVERLAY DISTRICT

A. Purpose and Objectives

The Executive Residential Overlay District (“EROD”) allows the application of supplemental land use controls within the boundaries of a certain overlay district, subject to City Council approval, as an alternative to land use controls that exist in the underlying district(s). The establishment goals of the EROD are to enhance land use development and encourage desired growth patterns for the benefit of the public health, safety, and welfare by promoting integrated, pedestrian-friendly, residential and mixed-use development with convenient access to employment options in Marlborough’s southwest quadrant and along Interstate 495.

B. Location of EROD; Development Phasing

1. For the purposes of this Section (§650-36 et. seq.), the EROD is located on the easterly side of Simarano Drive between the Interstate 495 Interchange and Cedar Hill Road containing approximately 43 acres as indicated on the City Zoning Map and more particularly described in Exhibit “A” annexed hereto and incorporated by reference herein.
2. Within the EROD, there may be one or more phases of development (“ERO Phase”). Each ERO Phase may consist of one or more parcels of land and may include any eligible use set forth in Subsection D below, which may be commingled within a single structure or located in separate structures on one or more parcels. Parcels within the EROD may be combined or subdivided and held under separate ownership or leaseholds. Each ERO Phase shall be subject to Site Plan Approval.
3. Upon the issuance of Site Plan Approval for an ERO Phase on a parcel or parcels in the EROD, this Section (§650-36 et. seq.) shall govern said parcel as developed in accordance with the Site Plan Approval.
4. Except as specifically provided herein, the provisions of the Zoning Ordinance relating to the underlying zoning districts not otherwise impacted by this Section (§650-36 et. seq.) shall continue to remain in full force and effect. In the event of any conflict between the provisions of this Section (§650-36 et. seq.) and any other provision of the Zoning Ordinance, the provisions of this Section (§650-36 et. seq.) shall govern and control.

C. Authority of Permit Granting Authority

1. The City Council shall be the Permit Granting Authority for Special Permits and Site Plan Approvals in the EROD. Special Permits shall require a two-thirds vote of the City Council; Site Plan Approvals shall require a simple majority vote.
2. At the request of an applicant as part of an initial application or as part of a modification pursuant to Subsection H, the City Council may elect to vary the dimensional, parking, design, and landscaping requirements applicable to an ERO Phase by Site Plan Approval upon finding that such change shall result in an improved design and will not nullify or substantially derogate from the intent or purpose of this Section (§650-36 et. seq.).
3. An application for Site Plan Approval for an ERO Phase shall comply with Chapter 270 of the Marlborough City Code. An application for a Special Permit for a use in the EROD shall comply with the requirements of §650-59 of the Zoning Ordinance.

D. Eligible Uses

1. The following uses are permitted BY-RIGHT in the EROD:
  - a. Uses allowed by right in the underlying zoning district, as set forth in the Table of Use Regulations, including but not limited to offices, banks, and insurance and financial institutions.
  - b. Accessory uses, as defined in Section 650-5B.
2. The following additional uses are permitted BY SPECIAL PERMIT in the EROD:
  - a. Multifamily Dwellings, provided that the total number of units within the entire EROD shall not exceed 475.
  - b. Restaurant, café with or without table service (including outside seating and service) without drive-thru.
  - c. Restaurant, café with or without table service (including outside seating and service) with drive-thru, provided that said facilities have no dedicated driveway with a curb cut on a public way.
  - d. Health, sports and fitness clubs (indoor and/or outdoor) and related facilities.
  - e. Retail sales and services.
  - f. Brew pubs.

- g. Distilleries with attached restaurants.
  - h. Accessory solar energy installations, including but not limited to roof-top systems and solar parking canopies.
  - i. Uses allowed by special permit in the underlying zoning district.
- 3. All uses not specified in Subsection D.1 and Subsection D.2 above shall be deemed prohibited in the EROD.
  - 4. Once an ERO Phase receives Site Plan Approval:
    - a. an individual as-of-right use within the ERO Phase may be changed without further Site Plan Approval, unless such change otherwise requires Site Plan Approval under §270-2 of the Marlborough City Code or a modification to a Site Plan Approval under Subsection H.3; and
    - b. an individual use already granted a special permit within the ERO Phase may be changed upon the grant of a new or modified special permit, as appropriate, for that changed use, and will be subject to Site Plan Approval; provided, however, that if the change is to an as-of-right use in the EROD, no further Site Plan Approval is required unless such change otherwise requires Site Plan Approval under §270-2 of the Marlborough City Code or a modification to a Site Plan Approval under Subsection H.3.
  - 5. Multifamily dwellings in the EROD shall be subject to Section 650-26 of the Zoning Ordinance.

E. Dimensional Requirements

- 1. Notwithstanding any provisions of the Zoning Ordinance to the contrary, development in the EROD shall be subject to the following dimensional standards:
  - a. Minimum Lot Area: none.
  - b. Minimum Lot Frontage: none.
  - c. Minimum Front Yard or Setback from a Public Way: 20 feet.
  - d. Minimum Side and Rear Yard: 25 feet.
  - e. Maximum Building Height: 80 feet, no limitation on stories.
  - f. Maximum Lot Coverage: 60%, over the entire EROD.
- 2. Notwithstanding anything contained herein to the contrary, there shall be no yard or setback requirements or planting strips required as to internal lot lines within the EROD.

F. Parking Requirements

1. Parking Locations – Parking may be provided at ground level, underground, or in parking garages. Parking garages may be free standing or part of buildings dedicated to other permitted uses. Parking garages may contain accessory solar energy installation.
2. Minimum Required Parking Spaces – An ERO Phase shall provide parking as follows: 1 parking space per bedroom; 1 parking space per 250 square feet of office space; 1 parking space for every 3 seats plus 1 parking space for every 3 employees for a restaurant or other food/beverage service use; and 1 parking space for each 100 square feet of public floor area of other commercial space; provided, however, that the City Council may, through Site Plan Approval, authorize a reduction in the required number of parking spaces upon finding that the parking provided for the ERO Phase is sufficient to meet demand.
3. Parking Space Dimensions – Each parking space shall be no less than 9' x 18' except that the use of compact spaces (no smaller than 8' x 16') may be utilized throughout provided that no more than 33% of the total parking spaces within an ERO Phase shall be compact spaces.
4. Except as otherwise provided in this Section (§650-36 et. seq.), parking and circulation requirements in the EROD shall conform with the provisions of §650-48 and §650-49 of the Zoning Ordinance.

G. Design Standards

1. Design Criteria – An application for Site Plan Approval under this Section (§650-36 et. seq.) shall adhere to the design criteria specified in §270-2 of the Marlborough City Code.
2. Roadways – To the extent feasible, internal roadways shall be constructed using the methods and materials prescribed in the Rules and Regulations for the Subdivision of Land in the City, but shall not be required to conform to the subdivision standards or dimensional requirements thereof, provided that those roadways shall be adequate for the intended vehicular and pedestrian traffic. The design of ways and parking circulation should be as efficient as possible to reduce the overall development impact and area of impervious surfaces.
3. Landscaping – Landscaping in the EROD shall conform with the provisions of §650-47 of the Zoning Ordinance.
4. Storm Water Management System – An ERO Phase shall have a storm water management system designed in accordance with the Rules and Regulations for the Subdivision of Land in the City, the Department of Environmental Protection's Storm Water Management Guidelines, and the City's Stormwater Ordinance, §271 of the Marlborough City Code.

5. Signage – Except as otherwise provided in this Section (§650-36 et. seq.), signage shall conform to the provisions of §526 of the Marlborough City Code.

#### H. Modifications

1. After approval, applicants may seek modifications to any approved Special Permits or Site Plan Approvals.
2. Special Permits – Major modifications to a Special Permit may be granted by a two-thirds vote of the City Council, and minor modifications to Special Permit may be granted by the Building Commissioner. The Building Commissioner shall have jurisdiction to determine whether a requested modification to a Special Permit is major or a minor. In general, a minor modification shall not produce more than a material increase in the scale of a project nor produce a material increase in impact on City services, the environment, or the neighborhood. Where the effect of a modification to a Special Permit is quantifiable (by way of example only, modifications to building size or location, parking count or location, or other such quantifiable modification), it shall be presumed minor if the quantifiable effect does not result in a ten percent (10%) or greater variation from the applicable approval, provided however, that said modification would not result in a violation of any provision of this Section (§650-36 et. seq.). If it is determined that a modification to a Special Permit is not minor, per §650-59 of the Zoning Ordinance, an application for a revised Special Permit shall be filed, and a public hearing shall be held in the same manner as required for a new application.
3. Site Plan Approvals – Major modifications to a Site Plan Approval may be granted by a majority vote of the City Council, and minor modifications to a Site Plan Approval may be granted by the Building Commissioner. The Building Commissioner shall have jurisdiction to determine whether a requested modification to a Site Plan Approval is major or a minor. In general, a minor modification shall not produce more than a material increase in the scale of a project nor produce a material increase in impact on City services, the environment, or the neighborhood. Where the effect of a modification to a Site Plan Approval is quantifiable (by way of example only, modifications to building size or location, parking count or location, or other such quantifiable modification), it shall be presumed minor if the quantifiable effect does not result in a ten percent (10%) or greater variation from the applicable approval, provided however, that said modification would not result in a violation of any provision of this Section (§650-36 et. seq.). If it is determined that a modification to a Site Plan Approval is not minor, an application for a revised Site Plan Approval shall be filed in accordance with the City Council's Rules for Site Plan Approval.

## **EXHIBIT A**

The Executive Residential Overlay District shall include the following parcels of land (herein identified by the Assessors' Map and Parcel Number):

- Assessors Map 116, Parcel 5
- Assessors Map 116, Parcel 11
- Assessors Map 116, Parcel 12

ADOPTED  
In City Council  
Order No. 19-1007533D  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

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

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 MAY 30 A 10:48

JASON D. GROSSFIELD  
CITY SOLICITOR

May 30, 2019

Edward J. Clancy  
President  
Marlborough City Council

RE: Avalon Orchards  
91 Boston Post Road East  
Proposed Grant of Public Trail Easement, Proposed Conservation Restriction, Proposed  
Regulatory Agreement

Dear President Clancy and Members:

As follow-up to the May 28, 2019 meeting of the Legislative and Legal Affairs Committee, I am submitting to the Council a proposed Grant of Public Trail Easement, along with an order of acceptance.

Further, I have enclosed the proposed conservation restriction reviewed by L&L, along with the proposed regulatory agreement which has been updated to remove the name of the CDA's former director and his email address.

All documents are in proper legal form and ready for Council action.

Thank you for your attention to this matter.

Very truly yours,

Jason D. Grossfield  
City Solicitor

Enclosures

cc: Arthur Vigeant, Mayor  
Priscilla Ryder, Conservation Officer  
Paul Momnie, Esquire



ORDERED:

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

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

A copy of the Grant of Public Trail Easement, including the Plan, is attached hereto.

ADOPTED  
In City Council  
Order No. 19-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

## **GRANT OF PUBLIC TRAIL EASEMENT**

AVALONBAY ORCHARDS, INC., a Maryland corporation, with an address of 671 N. Glebe Road, Suite 800, Arlington, Virginia 22203 (the "Grantor"), for consideration paid of Ten (\$10.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in conformance with Condition #11 of a September 26, 2000 Comprehensive Permit issued by the Marlborough Zoning Board of Appeals and recorded with the Middlesex County (South District) Registry of Deeds (the "Registry") on May 21, 2001 in Book 32898, Page 157, does hereby grant to the CITY OF MARLBOROUGH, MASSACHUSETTS, having an address of 140 Main Street, Marlborough, Massachusetts 01752 (the "Grantee"), with QUITCLAIM COVENANTS, a perpetual right and non-exclusive easement on a certain portion of the Grantor's land located at 91 Boston Post Road East, Marlborough, Massachusetts.

The easement is ten (10) feet in width in the location approximately shown as "Trail Easement" (the "Public Trail Easement") on the plan attached hereto as Exhibit A, entitled "Easement Plan, Avalon Orchards, Boston Post Road, Marlborough, Mass.," dated May 22, 2003, prepared by Harry R. Feldman, Inc., Land Surveyors, 112 Shawmut Avenue, Boston, Mass. 02118; Scale: 1"=50' (2 sheets).

The purpose of the Public Trail Easement is to provide the perpetual right and non-exclusive easement for the general public to pass and repass for walking, hiking, jogging, snowshoeing, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities (the "Permitted Trail Uses").

Upon acceptance of the Public Trail Easement by the Grantee, the Grantee and the members of the general public shall have the right to enter onto the Public Trail Easement granted herein. The Grantor shall not be obligated to construct, install or maintain any facility or improvement within the Public Trail Easement, except for the construction and maintenance of a trail on or within the Public Trail Easement to be maintained by Grantor in a reasonable manner acceptable to the City, including removal of physical obstructions to the trail on or within the Public Trail Easement, and Grantor shall retain the right to access any portion of the Public Trail Easement for such purpose. The Grantor shall not be obligated to remove snow from the Public Trail Easement, nor shall the Grantor deposit snow onto or so as to obstruct the Public Trail Easement. The Grantor and the Grantee shall each have the right to post reasonable way-finding signage along the trail, to post rules and regulations concerning the Permitted Trail Uses, and to post signage warning of potentially hazardous conditions and disclaiming liability, all at the sole

cost and expense of the party posting the signage. The rights established herein shall be appurtenant to and for the benefit of the City, and shall be binding on, enforceable against, and burden the land owned by, the Grantor and its successors and assigns.

Notwithstanding any language to the contrary contained in this easement, Grantor and Grantee shall all have the benefit and protection of the limitation on liability contained in Massachusetts General Laws Chapter 21, Section 17C to the fullest extent provided therein. Use of any portion of the Public Trail Easement by members of the general public shall be at their own risk. Neither Grantor nor Grantee shall assume any duty to or for the benefit of the general public for defects in the location, design, installation, maintenance or repair of the Public Trail Easement; for any unsafe conditions within the Public Trail Easement; for the failure to inspect for or warn against possibly unsafe conditions, or to close the Public Trail Easement to public access when unsafe conditions may be present.

Grantor reserves to itself, and its successors and assigns, (i) the right to relocate, at Grantor's sole cost and expense, the Public Trail Easement as may be necessary or desirable for Grantor's use and development of the Grantor's land, so long as the portion of the Public Trail Easement located or to be located within a Conservation Restriction conveyed or to be conveyed by the Grantor to the Grantee remains located therein; and provided, further, that (a) Grantor notifies Grantee in writing in advance, which such notice shall contain a new description and plan, both to be prepared and recorded at Grantor's sole cost and expense, and Grantee approves the proposed relocation in writing, and further provided that (b) the relocated Public Trail Easement does not significantly lessen the utility of the Public Trail Easement, does not increase the burdens on the use and enjoyment of the Public Trail Easement by the Grantee and members of the general public, and does not frustrate the purpose for which the Public Trail Easement was created but continues to provide the public with the right to pass and repass as hereinbefore specified; (ii) the right to use the Public Trail Easement for any and all purposes that do not interfere with the enjoyment by the Grantee and the members of the general public of the rights granted herein; (iii) the right to cut trees or otherwise disturb resources to the extent reasonably prudent to remove or mitigate against an unreasonable risk of harm to persons on or about the Public Trail Easement; and (iv) the right to remove or exclude from the Public Trail Easement any person(s) who is (are) not engaged in Permitted Trail Uses.

The rights and obligations established herein shall run with Grantor's land and shall be binding upon the Grantor and inure to the benefit of the Grantee, and their respective successors and assigns. If Grantor conveys to a third party(ies) any land through which the Public Trail Easement granted herein passes, any and all such conveyances shall be made expressly subject to the Public Trail Easement granted herein. The Public Trail Easement granted herein may not be amended without written consent of the Grantor and the Grantee.

For Grantor's title reference, see deed recorded with the Registry in Book 32898, Page 152.

WITNESS its hand and seal as of this \_\_\_\_\_ day of \_\_\_\_\_, 2019.

**AVALONBAY ORCHARDS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**COMMONWEALTH OF MASSACHUSETTS**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as \_\_\_\_\_, for AvalonBay Orchards, Inc., a Maryland corporation.

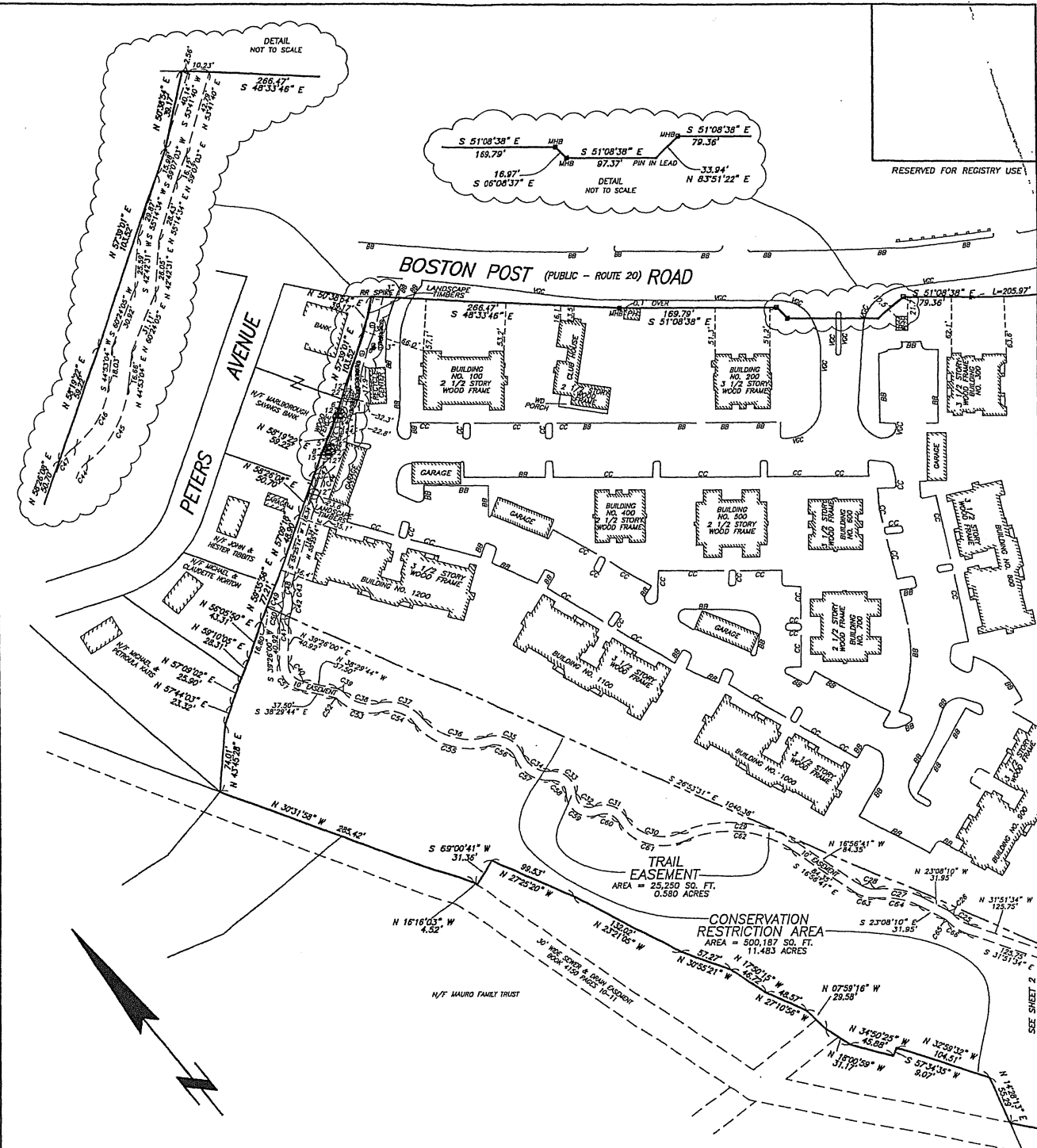
Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**STATE OF CONNECTICUT**

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

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Joanne M. Lockridge, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as Senior Vice President Finance and Assistant Treasurer, for AvalonBay Orchards, Inc., a Maryland corporation.

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_



- LEGEND:**
- BB ..... BIT, CONC. BERM
  - CC ..... CONCRETE CURB
  - VCC ..... VERTICAL GRANITE CURB
  - PH ..... POOL HOUSE
  - WD ..... WOOD
  - SH ..... SHRUB
  - T ..... TREE
  - GR ..... GUARD RAIL

- NOTES:**
- 1) PROPERTY LINES TAKEN FROM A PLAN ENTITLED "EXISTING CONDITIONS PLAN OF LAND, AVALON ORCHARDS, MARLBOROUGH, MASSACHUSETTS" PREPARED BY VANASSE HANGEN BRUSTLIN, INC., DATED: MAY 8, 2001
  - 2) CONSERVATION RESTRICTION AREA SUPPLIED BY H.W. MOORE ASSOCIATES, INC.

I CERTIFY THAT THE PROPERTY LINES SHOWN HEREON ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF STREETS AND RAILS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR RAILS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW RAILS ARE SHOWN.

I CERTIFY THAT THIS PLAN CONFORMS WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

I CERTIFY THAT THIS PLAN IS BASED ON AN ACTUAL FIELD SURVEY AND THE LATEST PLANS AND DEEDS OF RECORD.

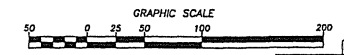
*Karl McCarthy*  
KARL MCCARTHY  
MA 18174  
REGISTERED LAND SURVEYOR

SHEET 1 OF 2

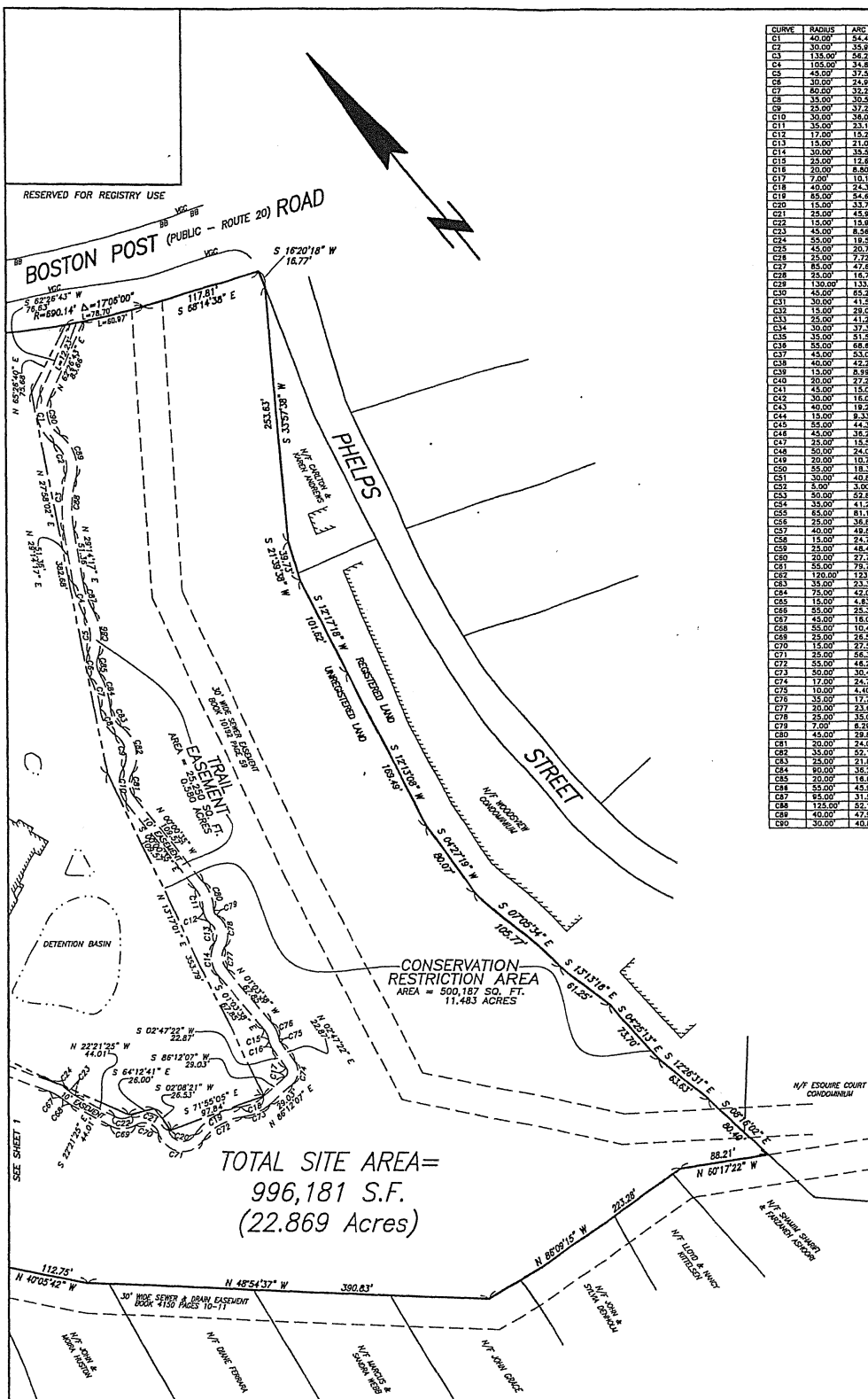
**EASEMENT PLAN  
AVALON ORCHARDS  
BOSTON POST ROAD  
MARLBOROUGH, MASS.**

SCALE: 1"=50'  
HARRY R. FELDMAN, INC.  
112 SHAWMUT AVENUE  
BOSTON, MASS 02118  
PHONE: (617)357-9740

MAY 22, 2003  
LAND SURVEYORS  
BOSTON, MASS 02118



RESEARCH	FIELD CHECK TO DATE	FILED/CHK	CHD	JPM/BLN	FILED CHECK	NO	APPROVED	JOB NO. 10174
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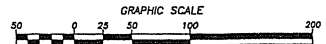
CURVE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING	DELTA ANGLE
C1	40.00	54.42	50.32	S 23°28'18" W	77°58'53"
C2	30.00	35.83	33.92	S 18°48'31" W	48°37'37"
C3	135.00	58.27	55.86	S 41°10'45" W	23°52'59"
C4	105.00	34.83	34.87	S 19°44'05" W	19°00'33"
C5	45.00	31.23	36.49	S 34°09'08" W	47°50'28"
C6	30.00	24.80	24.24	S 34°14'47" W	47°39'04"
C7	30.00	33.37	33.01	S 21°57'31" W	53°05'22"
C8	55.00	30.53	25.59	S 08°28'38" W	50°01'51"
C9	25.00	37.28	33.91	S 28°10'51" W	85°23'30"
C10	30.00	38.07	33.84	S 34°58'01" W	85°51'11"
C11	35.00	23.18	22.78	S 18°57'58" W	37°57'04"
C12	17.00	13.28	14.77	S 12°11'17" W	21°30'27"
C13	15.00	11.08	15.38	S 28°35'52" W	80°14'45"
C14	30.00	35.23	33.49	S 32°52'04" W	87°51'28"
C15	15.00	11.28	15.28	S 13°28'08" W	25°03'17"
C16	20.00	8.80	8.73	S 15°23'40" W	25°19'37"
C17	7.00	10.19	9.31	S 44°29'45" W	83°24'45"
C18	40.00	74.37	24.00	N 78°20'24" W	34°24'37"
C19	85.00	54.48	53.08	N 82°58'37" W	48°10'42"
C20	15.00	10.38	27.89	N 42°31'31" W	128°94'28"
C21	45.00	55.84	39.74	N 30°38'10" W	105°11'28"
C22	15.00	15.80	15.21	N 82°49'09" W	80°53'38"
C23	45.00	6.58	6.50	N 18°54'11" W	19°54'19"
C24	55.00	19.59	18.49	N 21°39'20" W	20°24'38"
C25	45.00	20.74	20.58	N 18°39'10" W	28°24'47"
C26	55.00	7.72	7.89	N 14°17'38" W	17°41'34"
C27	85.00	47.60	46.88	N 39°10'40" W	37°05'00"
C28	25.00	14.20	15.38	N 38°04'58" W	35°18'58"
C29	30.00	133.78	127.93	N 45°25'12" W	56°57'03"
C30	45.00	85.27	58.89	N 34°20'43" W	83°08'02"
C31	30.00	111.58	30.53	N 32°30'11" W	78°21'14"
C32	15.00	28.09	24.74	N 18°39'43" W	111°08'28"
C33	25.00	41.28	36.73	N 08°22'38" W	84°33'11"
C34	30.00	37.38	39.01	N 19°17'38" W	71°23'02"
C35	35.00	51.58	47.04	N 28°28'45" W	84°28'11"
C36	45.00	48.43	44.28	N 30°53'39" W	71°30'40"
C37	45.00	53.00	49.89	N 30°53'39" W	67°28'57"
C38	40.00	42.24	40.31	N 36°24'48" W	80°30'38"
C39	15.00	9.18	8.88	N 21°19'37" W	34°20'15"
C40	20.00	27.20	25.12	N 00°28'08" E	77°55'44"
C41	45.00	12.05	14.88	N 49°00'53" E	19°08'45"
C42	30.00	16.08	15.87	N 45°15'33" E	30°02'52"
C43	40.00	18.20	19.01	N 41°40'17" E	27°29'34"
C44	15.00	9.33	9.18	N 73°14'06" E	35°37'48"
C45	55.00	44.32	45.13	N 67°58'03" E	45°09'58"
C46	45.00	36.28	35.29	S 67°58'03" W	45°09'58"
C47	15.00	15.50	15.30	S 73°14'06" W	35°37'48"
C48	50.00	24.00	23.77	S 41°40'17" W	27°29'34"
C49	20.00	10.71	10.58	S 43°15'33" W	30°40'25"
C50	55.00	18.39	18.31	S 49°00'53" W	19°08'45"
C51	30.00	40.80	37.73	S 00°28'08" W	77°55'44"
C52	5.00	5.00	2.95	S 21°19'37" E	34°20'15"
C53	30.00	52.81	50.39	S 34°24'48" E	80°30'38"
C54	35.00	41.23	38.88	S 30°53'39" E	87°28'57"
C55	45.00	81.13	75.88	S 32°30'11" E	71°30'40"
C56	25.00	38.84	33.60	S 28°28'45" E	84°28'11"
C57	40.00	48.84	46.87	S 19°17'38" E	71°23'02"
C58	15.00	24.75	21.04	S 08°22'38" E	84°33'11"
C59	25.00	48.48	41.23	S 18°39'10" E	111°08'28"
C60	20.00	27.20	25.56	S 30°53'39" E	71°30'40"
C61	55.00	79.77	72.86	S 34°20'43" E	83°08'02"
C62	120.00	123.47	118.08	S 48°25'12" E	56°57'03"
C63	35.00	53.38	22.93	S 38°04'58" E	35°18'58"
C64	75.00	42.00	41.45	S 39°10'40" E	37°05'00"
C65	15.00	5.87	4.81	S 14°17'38" E	17°41'34"
C66	55.00	53.35	25.13	S 18°39'10" E	28°24'47"
C67	45.00	18.03	15.84	S 21°39'20" E	20°24'38"
C68	45.00	10.47	10.45	S 18°54'11" E	19°54'19"
C69	25.00	26.58	25.35	S 52°49'09" E	60°53'28"
C70	15.00	27.37	23.85	S 30°38'10" E	105°11'28"
C71	25.00	56.32	45.14	S 42°31'31" E	128°94'28"
C72	55.00	48.25	44.80	S 82°58'37" E	48°10'42"
C73	50.00	26.47	30.00	S 78°20'24" E	34°24'37"
C74	17.00	24.19	22.85	N 44°29'45" E	83°24'45"
C75	10.00	4.40	4.38	N 15°23'40" E	25°19'37"
C76	35.00	12.75	17.86	N 13°28'08" E	25°03'17"
C77	30.00	23.49	25.33	N 32°52'04" E	87°51'28"
C78	25.00	35.08	32.28	N 28°35'52" E	80°14'45"
C79	7.00	8.28	6.08	N 12°11'17" E	21°30'27"
C80	45.00	28.81	28.27	N 18°57'58" E	37°57'04"
C81	20.00	24.68	26.82	N 34°26'01" E	68°51'11"
C82	35.00	52.18	41.45	N 26°10'51" E	65°23'30"
C83	25.00	21.82	21.14	N 08°29'38" E	50°01'01"
C84	80.00	36.78	36.01	N 21°57'41" E	23°50'29"
C85	20.00	18.63	18.18	N 34°14'47" E	47°39'04"
C86	55.00	45.82	44.60	N 34°09'08" E	47°50'28"
C87	45.00	31.51	31.37	N 18°44'05" E	19°00'33"
C88	125.00	52.10	51.73	N 41°10'45" E	23°52'59"
C89	40.00	42.81	45.10	N 18°48'31" E	48°37'37"
C90	30.00	40.81	37.74	N 25°28'18" E	77°55'44"

TOTAL SITE AREA =  
996,181 S.F.  
(22.869 Acres)

SHEET 2 OF 2  
EASEMENT PLAN  
AVALON ORCHARDS  
BOSTON POST ROAD  
MARLBOROUGH, MASS.

SCALE: 1"=50'  
HARRY R. FELDMAN, INC.  
112 SHAWMUT AVENUE  
BOSTON, MASS 02118  
PHONE: (617)357-9740  
MAY 22, 2003  
LAND SURVEYORS

*Handwritten signature of Harry R. Feldman*



RESEARCH	FIELD CHECK	CHG PSL/BLN	CHG JHA/BLN	FILED CHECKED	APPROVED	JOB NO. 18178

CBD FILE 10178-DSE  
FILE NAME 10178-EASE-1

**GRANTOR:** AVALONBAY ORCHARDS, INC.  
**GRANTEE:** CITY OF MARLBOROUGH  
**ADDRESS OF PREMISES:** 91 Boston Post Road East,  
Marlborough, MA 01752  
**FOR GRANTOR'S TITLE SEE:** Middlesex County  
(S.D.) Registry of Deeds at Book 32898, Page 152

## **CONSERVATION RESTRICTION**

AVALONBAY ORCHARDS, INC., a Maryland corporation, constituting the owner, for its successors and assigns ("Grantor"), acting pursuant to Sections 31, 32, and 33 of Chapter 184 of the Massachusetts General Laws, grants with QUITCLAIM COVENANTS to the CITY OF MARLBOROUGH, with an address of City Hall, 140 Main Street, Marlborough, Massachusetts 01752, acting by and through its Conservation Commission by authority of Section 8C of Chapter 40 of the Massachusetts General Laws, and its permitted successors and assigns ("Grantee"), for nominal consideration, IN PERPETUITY AND EXCLUSIVELY FOR CONSERVATION PURPOSES, the following Conservation Restriction on an 11.483-acre portion of a 22.869-acre parcel of land located in the City of Marlborough, Massachusetts (the "Premises"), which Premises is shown as "Conservation Restriction Area, Area = 500,187 sq. ft., 11.483 acres" on a plan entitled "Easement Plan, Avalon Orchards, Boston Post Road, Marlborough, Mass.," dated May 22, 2003, prepared by Harry R. Feldman, Inc., Land Surveyors, 112 Shawmut Avenue, Boston, Mass. 02118; Scale: 1"=50' (2 sheets), recorded in the Middlesex County (S.D.) Registry of Deeds as Plan No. \_\_\_\_ of 2019 (the "Plan"), which Premises is more particularly described on Exhibit A and shown on a reduced copy of the Plan in Exhibit B, both of which exhibits are incorporated herein.

### **I. PURPOSES**

This Conservation Restriction is defined in and authorized by Sections 31-33 of Chapter 184 of the General Laws and otherwise by law. The purpose of this Conservation Restriction is to assure that the Premises will be maintained in perpetuity for conservation purposes, in a natural, scenic and undeveloped condition, and to prevent any use or change that would impair or interfere with its conservation and preservation values (the "conservation values").

This Conservation Restriction is required by the following permits:

- (1) Comprehensive Permit dated September 26, 2000 issued to the Grantor pursuant to M.G.L. c. 40B, §§ 20-23 by the City of Marlborough Zoning Board of Appeals for a 156-unit multi-family development with related amenities and improvements on the project known as “Avalon Orchards” (the “Development”), which Comprehensive Permit was recorded with the Middlesex (S.D.) Registry of Deeds (“Deeds”) in Book 32898, Page 157 (the “Comprehensive Permit”).
- (2) Order of Conditions dated December 21, 2000 issued to the Grantor by the City of Marlborough Conservation Commission (the “Conservation Commission”) related to the Development, which Order of Conditions was recorded with Deeds in Book 32898, Page 177 (the “Order of Conditions”).

The Premises contain unique and unusual qualities, the protection of which in their predominantly natural and open state will be of lasting benefit to the public and to the citizens of the City of Marlborough. These include qualities such as the natural, scenic, wooded and open condition of the Premises. The purpose of this Conservation Restriction is to retain the Premises in their natural, scenic and open condition.

**The conservation values include the following:**

- Open Space Protection. The Premises contributes to the protection of the scenic and natural character of the City of Marlborough and the protection of the Premises will enhance the open-space value of these and nearby lands.
- Preservation of Water Quality. The Premises is mapped as Outstanding Resource Waters located within a drainage area to a public water supply, as well as provide the many other public benefits of wetlands protection recognized by the Commonwealth of Massachusetts (Massachusetts General Laws Chapter 131, section 40).
- Public Access. Public access to the Premises will be allowed for passive outdoor recreational activities as defined herein.

The Conservation Values, as well as the current uses of and existing improvements on the Premises, such as, but not limited to, trails, woods roads, structures, meadows or other cleared areas, agricultural areas, and scenic views, are described in a Baseline Documentation Report (“Baseline Report”) prepared by Grantee with the cooperation of the Grantor, consisting of maps, photographs, and other documents and on file with the Grantee and referenced herein. The Baseline Report (i) is acknowledged by Grantor and Grantee to be a complete and accurate representation of the condition and values of the Premises as of the date of this Conservation Restriction, and (ii) is intended to serve as an objective information baseline for subsequent monitoring of compliance with the terms of this Conservation Restriction as described herein. Notwithstanding the foregoing, the parties may utilize any evidence of the condition of the Premises at the time of this grant other than the Baseline Report, should the Baseline Report be unavailable or if it does not adequately address the issues presented.



## **II. PROHIBITED ACTS AND USES, EXCEPTIONS THERETO, AND PERMITTED USES**

### **A. Prohibited Acts and Uses**

Subject to the exceptions set forth herein, the Grantor will not perform or allow others to perform the following acts and uses which are prohibited on, above, and below the Premises:

- (1) Constructing, placing or allowing to remain any temporary or permanent building, tennis court, landing strip, mobile home, swimming pool, asphalt or concrete pavement, sign, fence, billboard or other advertising display, antenna, utility pole, tower, solar panel, solar array, conduit, line or other temporary or permanent structure or facility on, above or under the Premises;
- (2) Mining, excavating, dredging or removing from the Premises of soil, loam, peat, gravel, sand, rock or other mineral resource or natural deposit or otherwise making topographical changes to the area;
- (3) Placing, filling, storing or dumping of soil, refuse, trash, vehicle bodies or parts, rubbish, debris, junk, tree and other vegetation cuttings generated off-site, waste or other substance or material whatsoever or the installation of underground storage tanks;
- (4) Cutting, removing or otherwise destroying trees, grasses or other vegetation;
- (5) Activities detrimental to drainage, flood control, water conservation, water quality, erosion control, soil conservation, wildlife habitat, or archaeological conservation;
- (6) Use, parking or storage of vehicles including motorcycles, mopeds, all-terrain vehicles, trail bikes, or any other motorized vehicles on the Premises except for vehicles necessary for public safety (i.e., fire, police, ambulance, other government officials) in carrying out their official duties or as necessary for the mobility impaired;
- (7) Subdivision or conveyance of a part or portion of the Premises alone, or division or subdivision of the Premises (as compared to conveyance of the Premises in its entirety which shall be permitted), and no portion of the Premises may be used towards building or development requirements on this or any other parcel;
- (8) The use of the Premises for business, residential or industrial use, or for more than *de minimis* commercial recreation;
- (9) Any other use of the Premises or activity which is inconsistent with the purpose of this Conservation Restriction or which would impair its conservation values.

### **B. Reserved Rights and Exceptions**

The Grantor reserves the right to conduct or permit the following activities and uses on the Premises, but only if such uses and activities do not impair the conservation values or purposes of this Conservation Restriction.

- (1) Vegetation Management. The selective minimal removing of brush, pruning and cutting to prevent, control or remove hazards, disease, insect or fire damage, or to preserve the present condition of the Premises, woods, fence lines, and trails and meadows;
- (2) Non-native or nuisance species. The removal of non-native or invasive species, the interplanting of native species, and the control of species in a manner that minimizes damage to surrounding, non-target species and preserves water quality;
- (3) Composting. The stockpiling and composting of stumps, trees, brush, limbs, and similar biodegradable materials originating on the Premises, provided that such stockpiling and composting is in locations where the presence of such activities will not impair the conservation values (including scenic values) of this Conservation Restriction. No such activities will take place closer than one hundred (100) feet from any wetland, waterbody or stream. All exercise of this reserved right shall take into account sensitive areas and avoid harm to nesting species during nesting season;
- (4) Wildlife Habitat Improvement. With the prior written permission of Grantee, measures designed to restore native biotic communities, or to maintain, enhance or restore wildlife, wildlife habitat, or rare or endangered species including selective planting of native trees, shrubs and plant species;
- (5) Archaeological Investigations. The conduct of archaeological activities, including without limitation survey, excavation and artifact retrieval, following submission of an archaeological field investigation plan and its approval in writing by Grantee and the State Archaeologist of the Massachusetts Historical Commission (or appropriate successor official).
- (6) Trails. The marking, clearing and maintenance of existing footpaths, including a trail of approximately 5 feet in width in the location shown as "Trail Easement" on the Plan, and with prior approval of the Grantee, the construction of new trails or the relocation or alteration of existing trails, provided that any construction, relocation, or alteration results in trails that are no wider than 5 feet;
- (7) Signs. The erection, maintenance and replacement of signs with respect to trespass, trail access, identity and address of the occupants, sale of the Premises, the Grantee's interest in the Premises, any gift, grant, or other applicable source of support for the conservation of the Premises, the Reserved Rights, and the protected conservation values;
- (8) Outdoor Passive Recreational Activities. Hiking, horseback riding, cross-country skiing and other non-motorized outdoor recreational activities that do not materially alter the landscape, do not degrade environmental quality, and do not involve more than minimal use for commercial recreational activities;

- (9) Forestry and Cutting. Conducting or permitting others to conduct sound silvicultural uses of the Premises, including the right to commercially harvest forest products (as such term may be defined from time to time in General Laws, Ch. 61, Sec. 1, or successor law) and the establishment of new woods roads in accordance with prudent and sound silvicultural practices that conform at least to the minimum standards set forth in the Massachusetts Forest Cutting Practices Act (General Laws, Ch. 132, or its successor) and carried out pursuant to a Forest Stewardship Plan.

Before any harvest of forest products occurs on the Premises, Grantor shall submit a Forest Stewardship Plan to the Grantee, the Massachusetts Department of Conservation and Recreation (or appropriate successor agency) and to any other required state agencies for their approval. The Stewardship Plan shall be prepared by a forester licensed through the Massachusetts Department of Conservation and Recreation in conformance with the “Directions for the Preparation of the Chapter 61 Forest Management Plans and Forest Stewardship Plans” and such statutes, regulations and directions in effect at the time of the approval of said Stewardship Plan. The Stewardship Plan shall include provisions designed to minimize soil erosion, conserve surface and groundwater quality, scenic views, wildlife habitat, and to protect the conservation values of this Conservation Restriction.

The Stewardship Plan shall be effective for a ten (10) year period and shall be resubmitted once every ten (10) years as necessary if additional timber harvests occur. All cutting plans and designated access routes shall avoid any stone structures or historical and cultural resources and shall be reasonably required to prevent any damage thereto. All cutting operations shall be supervised by a licensed forester;

- (10) Site Restoration. Any work undertaken in conjunction with the Reserved Rights described in this Paragraph B shall seek to minimize disturbance to the Conservation Values and other natural features within the Premises that may be impacted as a result of exercising of any of the Reserved Rights described herein. Upon completion of any site work performed in conjunction with the Reserved Rights described in this Paragraph B, any disturbed areas shall be restored substantially to the conditions with respect to soil material, grade, and vegetated ground cover as documented in the Baseline Report, as applicable, or in conformance with the conditions with respect to soil material, grade, and vegetated ground cover that existed prior to said work, if said work is done in any area not documented in the Baseline Report.
- (11) Permits, Regulations, Laws. The exercise of any right reserved by Grantor under this Paragraph B shall be in compliance with zoning, the Wetlands Protection Act, and all other applicable federal, state and local laws, rules, regulations, and permits. The inclusion of any reserved right requiring a permit from a public agency does not imply that the Grantee or the Commonwealth takes any position whether such permit should be issued.

- (12) Best Management Practices. The exercise of any right reserved by Grantor under this Paragraph B shall follow, when available and if applicable, established, up to date, and regionally-applicable Best Management Practices or similar standards developed by a governmental agency or other entity with known expertise in the area of practice and designed to protect the natural features potentially affected by the action(s).

**C. Notice and Approval.**

Whenever notice to or approval by Grantee is required, Grantor shall notify Grantee, by a method requiring proof of receipt, in writing not less than 60 days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable and any other material aspect of the proposed activity in sufficient detail to permit the Grantee to make an informed judgment as to its consistency with the purposes of this Conservation Restriction. Where Grantee's approval is required, Grantee shall grant or withhold approval in writing within 60 days of receipt of Grantor's request. Grantee's approval shall not be unreasonably withheld, but shall only be granted upon a showing that the proposed activity shall not impair the purposes of this Conservation Restriction.

Subject to any applicable law or regulation, failure of Grantee to respond in writing within 60 days shall be deemed to constitute approval by Grantee of the request as submitted, so long as the request sets forth the provisions of this section relating to deemed approval after 60 days in the notice, the requested activity is not prohibited herein, and the activity will not impair the conservation values or purposes of this Conservation Restriction.

**III. LEGAL REMEDIES OF THE GRANTEE**

**A. Legal and Injunctive Relief.**

The rights hereby granted shall include the right to enforce this Conservation Restriction by appropriate legal proceedings and to obtain injunctive and other equitable relief against any violations, including, without limitation, relief requiring restoration of the Premises to their condition prior to the time of the injury complained of (it being agreed that the Grantee will have no adequate remedy at law). The rights hereby granted shall be in addition to, and not in limitation of, any other rights and remedies available to the Grantee for the enforcement of this Conservation Restriction. Grantee agrees to cooperate for a reasonable period of time prior to resorting to legal means in resolving issues concerning violations provided Grantor ceases objectionable actions and Grantee determines there is no ongoing diminution of the conservation values of the Conservation Restriction.

Grantor covenants and agrees to reimburse to Grantee all reasonable costs and expenses (including reasonable counsel fees) incurred in enforcing this Conservation Restriction or in taking reasonable measures to remedy, abate or correct any violation thereof, provided that a violation of this Conservation Restriction is acknowledged by Grantor or determined by a court of competent jurisdiction to have occurred. In the event of a dispute over the boundaries of the Conservation Restriction, Grantor shall pay for a survey and to have the boundaries permanently marked.

**B. Non-Waiver.**

Enforcement of the terms of this Conservation Restriction shall be at the discretion of Grantee. Any election by the Grantee as to the manner and timing of its right to enforce this Conservation Restriction or otherwise exercise its rights hereunder shall not be deemed or construed to be a waiver of such rights.

**C. Disclaimer of Liability**

By acceptance of this conservation restriction, the Grantee does not undertake any liability or obligation relating to the condition of the Premises pertaining to compliance with and including, but not limited to, hazardous materials, zoning, environmental laws and regulations, or acts not caused by the Grantee or its agents.

**D. Acts Beyond the Grantor's Control**

Nothing contained in this Conservation Restriction shall be construed to entitle the Grantee to bring any actions against the Grantor for any injury to or change in the Premises resulting from causes beyond the Grantor's control, including but not limited to fire, flood, storm and earth movement, or from any prudent action taken by the Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Premises resulting from such causes. In the event of any such occurrence, the Grantor and Grantee will cooperate in the restoration of the Premises, if desirable and feasible.

**IV. ACCESS**

The Grantor hereby grants to the Grantee, or its duly authorized agents or representatives, the right to enter the Premises upon reasonable notice and at reasonable times, for the purpose of inspecting the Premises to determine compliance with or to enforce this Conservation Restriction. The Grantor also grants to the Grantee, after notice of a violation and failure of the Grantor to cure said violation, the right to enter the Premises for the purpose of taking any and all actions with respect to the Premises as may be necessary or appropriate to remedy or abate any violation hereof, including but not limited to the right to perform a survey of boundary lines.

The Grantor agrees to take no action to prohibit or discourage access to and use of the Premises by the general public, but only for daytime use and only as described in Section II(B)(8) provided that such agreement by Grantor is subject to the Grantor's reserved right to establish reasonable rules, regulations, and restrictions on such permitted recreational use by the general public for the protection of the purposes and conservation values of this Conservation Restriction. Grantor has the right to control, limit, or prohibit by posting and other reasonable means activities or uses of the Premises not authorized in Section II(B)(8). The Grantor's right to grant public access across the Premises is subject to the restrictions described in this Conservation Restriction. Any public use which is permitted by the terms of this Conservation Restriction constitutes permission to use the Premises for purposes described in the Massachusetts General Laws Chapter 21, Section 17C and the Grantor and Grantee hereto

benefit from exculpation from liability to the extent provided in such section. The Grantee may require the Grantor to post the Premises against any use that may result in rutting or erosion or other damage to the natural resources of the Premises.

## **V. EXTINGUISHMENT**

A. If circumstances arise in the future such as render the purpose of this Conservation Restriction impossible to accomplish, this restriction can only be terminated or extinguished, whether in whole or in part, by a court of competent jurisdiction under applicable law after review and approval by the Massachusetts Secretary of Energy and Environmental Affairs. If any change in conditions ever gives rise to extinguishment or other release of the Conservation Restriction under applicable law, then Grantee, on a subsequent sale, exchange, or involuntary conversion of the Premises, shall be entitled to a portion of the proceeds in accordance with paragraph B below, subject, however, to any applicable law which expressly provides for a different disposition of the proceeds and after complying with the terms of any gift, grant, or funding requirements. Grantee shall use its share of the proceeds in a manner consistent with the conservation purpose set forth herein.

B. Proceeds. Grantor and Grantee agree that the conveyance of this Conservation Restriction gives rise to a real property right, immediately vested in the Grantee, with a fair market value that is at least equal to the proportionate value that this Conservation Restriction, determined at the time of the conveyance, bears to the value of the unrestricted Premises. Such proportionate value of the Grantee's property right shall remain constant. Any proceeds will be distributed only after complying with the terms of any gift, grant, or other funding requirements.

C. Grantor/Grantee Cooperation Regarding Public Action. Whenever all or any part of the Premises or any interest therein is taken by public authority under power of eminent domain or other act of public authority, then the Grantor and the Grantee shall cooperate in recovering the full value of all direct and consequential damages resulting from such action. All related expenses incurred by the Grantor and the Grantee shall first be paid out of any recovered proceeds, and the remaining proceeds shall be distributed between the Grantor and Grantee in accordance with paragraph V. B above, after complying with the terms of any law, gift, grant, or funding requirements. If a less than fee interest is taken, the proceeds shall be equitably allocated according to the nature of the interest taken. The Grantee shall use its share of the proceeds like a continuing trust in a manner consistent with the conservation purposes of this grant.

## **VI. DURATION & ASSIGNABILITY**

A. Running of the Burden. The burdens of this Conservation Restriction shall run with the Premises in perpetuity, and shall be enforceable against the Grantor and the successors and assigns of the Grantor holding any interest in the Premises.

B. Execution of Instruments. The Grantee is authorized to record or file any notices or instruments appropriate to assuring the perpetual enforceability of this Conservation Restriction; the Grantor, on behalf of itself and its successors and assigns, appoints the Grantee their

attorney-in-fact to execute, acknowledge and deliver any such instruments on its behalf. Without limiting the foregoing, the Grantor and its successors and assigns agree themselves to execute any such instruments upon request.

C. Running of the Benefit. The benefits of this Conservation Restriction shall run to the Grantee, shall be in gross and shall not be assignable by the Grantee, except in the following instances:

As a condition of any assignment, the Grantee shall require that the purpose of this Conservation Restriction continues to be carried out; that the Assignee is not an owner of the fee in the Property, and the Assignee, at the time of the assignment, qualifies under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder, and is a donee eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of Massachusetts. Any assignment will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

## **VII. SUBSEQUENT TRANSFERS**

The Grantor agrees to incorporate by reference the terms of this Conservation Restriction in any deed or other legal instrument which grants any interest in all or a portion of the Premises, including a leasehold interest, and to notify the Grantee not less than twenty (20) days prior to the execution of such transfer. Failure to do any of the above shall not impair the validity or enforceability of this Conservation Restriction. Any transfer will comply with Article 97 of the Amendments to the Constitution of the Commonwealth of Massachusetts, if applicable.

The Grantor shall not be liable for violations occurring after its ownership. Liability for any acts or omissions occurring prior to any transfer and liability for any transfer in violation of this Conservation Restriction shall survive the transfer. Any new owner shall cooperate in the restoration of the Premises or removal of violations caused by prior owner(s) and may be held responsible for any continuing violations.

## **VIII. ESTOPPEL CERTIFICATES**

Upon request by the Grantor, the Grantee shall, within sixty (60) days execute and deliver to the Grantor any document, including an estoppel certificate, which certifies the Grantor's compliance or non-compliance with any obligation of the Grantor contained in this Conservation Restriction.

## **IX. NON MERGER**

The parties intend that any future acquisition of the Premises shall not result in a merger of the Conservation Restriction into the fee. The Grantor agrees that it will not grant, and the Grantee agrees that it will not take title, to any part of the Premises without having first assigned this Conservation Restriction to a non-fee owner that is qualified under Section 170(h) of the Internal Revenue Code of 1986, as amended, and applicable regulations thereunder and is eligible to receive this Conservation Restriction under Section 32 of Chapter 184 of the General Laws of

Massachusetts in order to ensure that merger does not occur and that this Conservation Restriction continues to be enforceable by a non-fee owner.

## **X. AMENDMENT**

If circumstances arise under which an amendment to or modification of this Conservation Restriction would be appropriate, Grantor and Grantee may jointly amend this Conservation Restriction; provided that no amendment shall be allowed that will affect the qualification of this Conservation Restriction or the status of Grantee under any applicable laws, including Section 170(h) of the Internal Revenue Code of 1986, as amended, or Sections 31-33 of Chapter 184 of the General laws of Massachusetts. Any amendments to this conservation restriction shall occur only in exceptional circumstances. The Grantee will consider amendments only to correct an error or oversight, to clarify an ambiguity, or where there is a net gain in conservation value. All expenses of all parties in considering and/or implementing an amendment shall be borne by the persons or entity seeking the amendment. Any amendment shall be consistent with the purposes of this Conservation Restriction, shall not affect its perpetual duration, shall be approved by the Secretary of Energy and Environmental Affairs and if applicable, shall comply with the provisions of Art. 97 of the Amendments to the Massachusetts Constitution, and any gifts, grants or funding requirements. Any amendment shall be recorded in the Middlesex (S.D.) Registry of Deeds.

## **XI. EFFECTIVE DATE**

This Conservation Restriction shall be effective when the Grantor and the Grantee have executed it, the administrative approvals required by Section 32 of Chapter 184 of the General Laws have been obtained, and it has been recorded in a timely manner in the Middlesex (S.D.) Registry of Deeds.

## **XII. NOTICES**

Any notice, demand, request, consent, approval or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage pre-paid, addressed as follows:

To Grantor:

c/o AvalonBay Communities, Inc.  
Attention: Scott Dale, Senior Vice President - Development  
600 Atlantic Avenue, 20<sup>th</sup> Floor  
Boston, Massachusetts 02210  
Email: [sdale@avalonbay.com](mailto:sdale@avalonbay.com)

With copies to:

c/o AvalonBay Communities, Inc.  
Attention: Legal Department / Brian Lerman, Vice President –  
Assistant General Counsel  
Ballston Tower  
671 N. Glebe Road, Suite 800



Arlington, Virginia 22203  
Email: [brian\\_berman@avalonbay.com](mailto:brian_berman@avalonbay.com)

And to Goulston & Storrs  
400 Atlantic Avenue  
Boston, Massachusetts 02110  
Attention: Steven Schwartz, Esq.  
Email: [sschwartz@goulstonstorrs.com](mailto:sschwartz@goulstonstorrs.com)

To Grantee: City of Marlborough  
Conservation Commission  
City Hall  
140 Main Street  
Marlborough, Massachusetts 01752  
e-mail: [pryder@marlborough-ma.gov](mailto:pryder@marlborough-ma.gov)

and

City of Marlborough  
Legal Department  
City Hall, 4<sup>th</sup> Floor  
140 Main Street  
Marlborough, Massachusetts 01752  
e-mail: [legal@marlborough-ma.gov](mailto:legal@marlborough-ma.gov)

or to such other address as any of the above parties shall designate from time to time by written notice to the other or, if notice is returned to sender, to an address that is reasonably ascertainable by the parties.

### **XIII. GENERAL PROVISIONS**

A. Controlling Law. The interpretation and performance of this Conservation Restriction shall be governed by the laws of the Commonwealth of Massachusetts.

B. Liberal Construction. Any general rule of construction to the contrary notwithstanding, this Conservation Restriction shall be liberally construed in favor of the grant to effect the purpose of this Conservation Restriction and the policy and purposes of Chapter 184, Sections 31, 32, and 33 of the Massachusetts General Laws. If any provision in this instrument is found to be ambiguous, any interpretation consistent with the purpose of this Conservation Restriction that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability. If any provision of this Conservation Restriction or the application thereof to any person or circumstance is found to be invalid, the remainder of the provision of this Conservation Restriction shall not be affected thereby.

D. Entire Agreement. This instrument sets forth the entire agreement of the parties with respect to this Conservation Restriction and supersedes all prior discussions, negotiations, understandings or agreements relating to the Conservation Restriction, all of which are merged herein.

#### **XIV. MISCELLANEOUS**

A. Pre-existing Public Rights. Approval of this Conservation Restriction pursuant to Chapter 184, Section 32 of the Massachusetts General Laws by any municipal officials and by the Secretary of Energy and Environmental Affairs is not to be construed as representing the existence or non-existence of any pre-existing rights of the public, if any, in and to the Premises, and any such pre-existing rights of the public, if any, are not affected by the granting of this Conservation Restriction.

B. Subordination. The Grantor attests that, as of the date hereof, there is no mortgage, promissory note, loan, lien, equity credit line, refinance assignment of mortgage, lease, financing statement or any other agreement which gives rise to a security interest affecting the Premises.

C. Attached hereto and incorporated herein by reference are the following:

Signature pages:

Grantor

Grantee Acceptance

Approval by City Council

Approval of the Secretary of Energy and Environmental Affairs.

Exhibits:

Exhibit A: Legal Description of Premises

Exhibit B: Reduced Copy of Plan of Premises

4819-5520-2422.8

**Executed** under seal this \_\_\_\_ day of \_\_\_\_\_, 2019.

**BY: AVALONBAY ORCHARDS, INC.**

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

Name:

Title:

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

Name:

Title:

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, SS

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, proved to me through satisfactory evidence of identification to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose as \_\_\_\_\_, for AvalonBay Orchards, Inc., a Maryland corporation.

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**STATE OF CONNECTICUT**

\_\_\_\_\_, SS

On this \_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared Joanne M. Lockridge, proved to me through satisfactory evidence of identification, to be the person whose name is signed on the preceding document, and acknowledged to me that she signed it voluntarily for its stated purpose as Senior Vice President Finance and Assistant Treasurer, for AvalonBay Orchards, Inc., a Maryland corporation.

Notary Public: \_\_\_\_\_  
My commission expires: \_\_\_\_\_

**ACCEPTANCE OF GRANT BY THE  
CITY OF MARLBOROUGH CONSERVATION COMMISSION**

We, the undersigned, being a majority of the Conservation Commission of the City of Marlborough, Massachusetts, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2019, the Conservation Commission voted to approve the foregoing Conservation Restriction from AvalonBay Orchards, Inc., pursuant to M.G.L. Chapter 184 Section 32 and Chapter 40 Section 8C, and do hereby accept the foregoing Conservation Restriction, subject to approval by the City Council of the City of Marlborough.

MARLBOROUGH CONSERVATION  
COMMISSION

\_\_\_\_\_  
Edward Clancy

\_\_\_\_\_  
Dave Williams

\_\_\_\_\_  
John Skarin

\_\_\_\_\_  
Allan White

\_\_\_\_\_  
Dennis Demers

\_\_\_\_\_  
William Dunbar

\_\_\_\_\_  
Karin Paquin

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My Commission Expires:

**APPROVAL BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH**

We, the undersigned, being a majority of the City Council of the City of Marlborough, hereby certify that at a public meeting duly held on \_\_\_\_\_, 2019, the City Council voted to approve the foregoing Conservation Restriction from AvalonBay Orchards, Inc. to the City of Marlborough acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

**MARLBOROUGH CITY COUNCIL**

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

**COMMONWEALTH OF MASSACHUSETTS**

MIDDLESEX, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

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

**APPROVAL BY THE MAYOR OF THE CITY OF MARLBOROUGH**

I, Arthur Vigeant, the undersigned, the Mayor of the City of Marlborough, hereby approve the foregoing Conservation Restriction from AvalonBay Orchards, Inc. to the City of Marlborough acting by and through its Conservation Commission in the public interest pursuant to Section 32 of Chapter 184 of the Massachusetts General Laws.

MAYOR

\_\_\_\_\_  
Arthur Vigeant

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared \_\_\_\_\_, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the persons whose names are signed on the proceeding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

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

**APPROVAL BY SECRETARY OF ENERGY AND ENVIRONMENTAL AFFAIRS  
COMMONWEALTH OF MASSACHUSETTS**

The undersigned, Secretary of Executive Office of Energy and Environmental Affairs of the Commonwealth of Massachusetts, hereby certifies that the foregoing Conservation Restriction from AvalonBay Orchards, Inc. to the City of Marlborough acting by and through its Conservation Commission, has been approved in the public interest pursuant to Massachusetts General Laws, Chapter 184, Section 32.

Dated: \_\_\_\_\_, 2019

\_\_\_\_\_  
KATHLEEN A. THEOHARIDES  
Secretary of Energy and Environmental Affairs

**COMMONWEALTH OF MASSACHUSETTS**

SUFFOLK, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019, before me, the undersigned notary public, personally appeared KATHLEEN A. THEOHARIDES, and proved to me through satisfactory evidence of identification which was \_\_\_\_\_ to be the person whose name is signed on the proceeding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.

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



## **EXHIBIT A**

### Description of the Premises

The Premises subject to this Conservation Restriction is the entirety of the 11.483 acre area shown as "Conservation Restriction Area, Area = 500,187 sq. ft., 11.483 acres" on a plan of land entitled "Easement Plan, Avalon Orchards, Boston Post Road, Marlborough, Mass.," dated May 22, 2003, prepared by Harry R. Feldman, Inc., Land Surveyors, 112 Shawmut Avenue, Boston, Mass. 02118, Scale: 1"=50' (2 sheets), said plan recorded at the Middlesex County (South District) Registry of Deeds in Book \_\_\_\_, Page \_\_\_\_, a reduced copy of which is attached hereto as Exhibit B.

Street Address: 91 Boston Post Road East, Marlborough, MA 01752

**EXHIBIT B - Reduced Copy of Plan of Premises**

*[See attached copy]*

For official full size plan see Middlesex (South) County Registry of Deeds as plan No. \_\_\_\_ of  
2019





## REGULATORY AGREEMENT

This Regulatory Agreement (the "Agreement") is made this \_\_\_\_\_ day of \_\_\_\_\_, 2019 by AVALONBAY ORCHARDS, INC., a Maryland corporation, with an address of 671 N. Glebe Road, Suite 800, Arlington, Virginia 22203, its successors and assigns ("AvalonBay") and the CITY OF MARLBOROUGH, a municipal corporation duly organized under the laws of the Commonwealth of Massachusetts, with an address of 140 Main St, Marlborough, Massachusetts 01752 (the "City").

### BACKGROUND:

A. AvalonBay owns and operates a development consisting of 156 rental units with related amenities and improvements commonly known as "Avalon Orchards" and having an address of 3 Avalon Drive, Marlborough, Massachusetts 01752 (the "Development"). The Development is located on land more particularly described on Exhibit A attached hereto (the "Property").

B. The Development was developed pursuant to a comprehensive permit issued under M.G.L. c. 40B and its implementing regulations (collectively, "Chapter 40B") by the Marlborough Zoning Board of Appeals by decision dated September 26, 2000, recorded with the Middlesex (S.D.) Registry of Deeds (the "Registry") on May 21, 2001 in Book 32898, Page 157 (the "Comprehensive Permit").

C. AvalonBay has repaid in full the loan in the original principal amount of \$20,679,509 (the "Loan") funded by revenue bonds issued by the Massachusetts Housing Finance Agency ("MHFA"), which Loan was secured by, among other things, that certain Mortgage, Security Agreement, and Assignment of Rents and Leases with respect to the Property dated as of June 27, 2003 from AvalonBay to MHFA, which was recorded in the Registry in Book 39713, Page 493 (the "MHFA Mortgage").

D. In connection with the Loan, AvalonBay and MHFA entered into a certain Regulatory Agreement dated as of June 27, 2003, which was recorded with the Registry in Book 39713, Page 528 (the "Regulatory Agreement") and a certain Disposition Agreement dated as of June 27, 2003, which was recorded with the Registry in Book 39713, Page 486 (the "Disposition Agreement"). The Regulatory Agreement, the Disposition Agreement and the MHFA Mortgage are sometimes collectively referred to herein as the "MHFA Agreements."

E. The MHFA Agreements set forth, among other things, certain affordability requirements with respect to low or moderate income housing to be provided as part of the Development.

F. The MHFA Agreements, among other things, were discharged by instrument dated August 6, 2018 which was recorded with the Registry in Book 71510, Page 336 (the "Discharge").

G. In light of the Discharge, the City and AvalonBay wish to memorialize their understanding as to the affordability requirements that will continue to apply to the Development so long as the Development or Property continues to be used as multi-family housing pursuant to

the Comprehensive Permit (which shall be, at a minimum, until the expiration of the Minimum Term, as such term is hereinafter defined).

NOW THEREFORE, in consideration of the agreements and covenants hereinafter set forth, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, AvalonBay and the City hereby agree and covenant as follows.

1. The term of this Agreement shall commence as of the date the Loan was or is repaid in full and shall continue in perpetuity as may be permitted by law. In entering into this Agreement, the parties intend for the restrictions, rights and obligations herein to be perpetual. To that end, if for any reason this Agreement or any of the restrictions, rights or obligations contained herein shall be deemed subject to sun-setting provisions, invalid, terminated, void or voidable on any grounds, or other principles requiring duration less than perpetual, then AvalonBay and its successors, assigns and transferees shall carry out all necessary measures to extend, adopt and/or renew the terms of this Agreement to renew and extend this Agreement and otherwise to ensure that the City holds in perpetuity the rights and restrictions set forth herein for the benefit of the City in a manner consistent with the terms and intent of this Agreement.

2. During the term of this Agreement, AvalonBay covenants, agrees, and warrants that the Development and each Affordable Unit, as hereinbelow defined, will remain suitable for occupancy and in compliance with all federal, state, and local health, safety, building, sanitary, environmental, and other laws, codes, rules, and regulations, including without limitation laws relating to the operation of adaptable and accessible housing for the disabled.

3. To the maximum extent permitted by law, throughout the term of this Agreement, AvalonBay shall reserve, market and lease, as "low or moderate income housing," as that term is defined in M.G.L. c. 40B, § 20, twenty five percent (25%) of the units in the Development to Low or Moderate Income Persons or Families (the "Affordable Units"). For the purposes hereof, the term Low or Moderate Income Persons and Families shall mean persons or families earning not more than eighty percent (80%) of the applicable area median income ("AMI") adjusted for household size, as determined by the U.S. Department of Housing and Urban Development ("HUD"), the Comprehensive Permit and this Agreement.

4. For so long as this Agreement is in effect, the annual rental expense for each of the Affordable Units shall be equal to the gross rent plus allowances for all tenant-paid utilities (including tenant-paid heat, hot water and electricity) and shall not exceed thirty percent (30%) of 80 percent (80%) of the AMI, adjusted for household size (the "Maximum Rents"). The Maximum Rents shall be determined on an annual basis by AvalonBay in accordance with the rental determination regulations adopted by MHFA (or its successor agency) or Massachusetts Department of Housing and Community Development ("DHCD"), as the same may be amended from time to time, and any policy regulations promulgated thereunder. Annually, AvalonBay shall submit to the City a proposed schedule of monthly rent expenses for all Affordable Units in the Development. Rent increases shall be subject to the provisions of outstanding leases and shall not be implemented without at least 30 days' prior written notice by AvalonBay to all affected tenants. If the City fails to respond to a submission of the proposed schedule of rents for the Affordable Units as set forth above within thirty (30) days of the City's receipt thereof, the City shall be deemed to have approved the submission. If rentals of the Affordable Units are

subsidized under any state or federal housing subsidy program providing rental or other subsidy to the Development (a "Housing Subsidy Program"), then the rent applicable to the Affordable Units may be limited to that permitted by such Housing Subsidy Program, provided that the tenant's share of rent does not exceed the Maximum Rents as provided in this Agreement.

5. AvalonBay will advise the Director of the City's Community Development Authority (the "Director") of any revisions to the designation of any Affordable Units on an annual basis and will provide the Director an annual report with respect to the Development certifying in writing (i) that the Affordable Units have been maintained in a manner consistent with the Comprehensive Permit and this Agreement, and (ii) a listing of each Affordable Unit tenant rent and income. AvalonBay shall deliver the annual report within one hundred twenty (120) days of the end of each calendar year during the term of this Agreement.

6. The Affordable Units will be intermingled with all other dwelling units in the Development and will have access to all common facilities of the Development for use and enjoyment equal to that of other tenants. All Affordable Units constructed and/or to be constructed as part of the Development must be similar in exterior appearance to other units in the Development. Materials used for the interiors of the Affordable Units must be of good quality.

7. If, after initial occupancy, the income of a household occupying an Affordable Unit increases and, as a result of such increase, exceeds the maximum income permitted hereunder for such household, AvalonBay shall not be in default hereunder so long as either (i) the household's income does not exceed one hundred forty percent (140%) of the maximum income permitted (in which case the unit in question shall continue to be counted as an Affordable Unit) or (ii) AvalonBay rents the next available unit at the Development as an Affordable Unit in conformance with Section 3 of this Agreement. If a unit that formerly was an Affordable Unit no longer qualifies as an Affordable Unit due to an increase in the income of the household occupying such unit to an amount in excess of one hundred forty percent (140%) of the maximum income permitted hereunder for such household, AvalonBay may charge a market rental rate for such unit, provided that AvalonBay promptly and continuously markets and leases a different unit or units that are not already Affordable Units as Affordable Units to mitigate the reduction in the number of Affordable Units and to maintain the total number of Affordable Units at the Development as required by Section 3 above.

8. If at any time fewer than the required number of Affordable Units are leased, rented or occupied by Low or Moderate Income Persons or Families, the next available units with at least the same number of bedrooms shall all be leased, rented or otherwise made available to Low or Moderate Income Persons or Families until the required number of units occupied by Low or Moderate Income Persons or Families is again obtained.

9. AvalonBay shall enter into a lease with each tenant for a minimum term of one year. Such leases shall contain clauses, among others, wherein each resident of such Affordable Unit agrees and certifies compliance with the accuracy of information provided.

10. In fulfilling its obligations under this Agreement, AvalonBay will accept referrals of tenants from the public housing authority in the City, and will not unreasonably refuse

occupancy to any prospective tenants so referred who meet the requirements of any applicable tenant selection plan. Notwithstanding the foregoing, in no event shall this Agreement require AvalonBay to take any action which would result in a violation of the federal Fair Housing Act or any other applicable federal, state or local law, rule, ordinance, regulation or requirement or which is inconsistent with any applicable guidelines, rules or regulations. Without limiting the generality of the foregoing, there shall be no discrimination upon the basis of race, creed, color, religion, disability, sex, sexual orientation, national origin, age or familial status in the lease, use or occupancy of the Development.

11. AvalonBay will obtain, at the time of initial rental and on each anniversary of the rental during the term of such rental, and maintain on file certifications of tenant eligibility with respect to the Affordable Units in a form prescribed by MHFA or another qualified agency overseeing affordable housing in the Commonwealth of Massachusetts. Such certifications shall be filed with the Director annually as part of the report required under Section 5 hereof. AvalonBay shall make good faith efforts to verify that the income provided by an applicant in an income certification is accurate.

12. The Director shall represent the interests of the City concerning the enforcement of the terms and conditions of this Agreement. As such, the Director and any person(s) designated by the Director (whether such person(s) are employees of the City or agents acting on behalf of the Director or the City) shall be the person authorized to monitor AvalonBay's compliance with the terms and conditions of this Agreement. AvalonBay will maintain complete and accurate records pertaining to the Affordable Units, and during reasonable business hours and upon reasonable notice, will permit the Director and any person(s) designated by the Director to inspect the books and records of AvalonBay pertaining to the Affordable Units.

13. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any amendments to this Agreement must be in writing and executed by all of the parties hereto. The invalidity of any clause, part, or provision of this Agreement shall not affect the validity of the remaining portions hereof.

14. All notices to be given pursuant to this Agreement shall be in writing and shall be deemed given when delivered by hand or when mailed by certified or registered mail, postage prepaid, return receipt requested, by e-mail, or by reputable overnight courier (such as Federal Express), to the parties hereto at the addresses set forth below, or to such other place as a party may from time to time designate by written notice:

To AvalonBay:

AvalonBay Communities, Inc.  
1499 Post Road, Second Floor  
Fairfield, Connecticut 06824  
e-mail: joannel@avalonbay.com  
Attn: Joanne Lockridge, Senior Vice President -- Finance

With copies to:

AvalonBay Communities, Inc.  
671 N. Glebe Road, Suite 800



Arlington, Virginia 22203  
e-mail: alan\_adamson@avalonbay.com  
Attn: Alan Adamson, Esq., Vice President & Associate General Counsel

and

Goulston & Storrs PC  
400 Atlantic Avenue  
Boston, Massachusetts 02110-3333  
Facsimile: (617) 574-7636  
Attn: Steven Schwartz, Esq  
e-mail: sschwartz@goulstonstorrs.com.

To City:

Marlborough Community Development Authority  
250 Main Street  
Marlborough, Massachusetts 01752  
Attention: Director

and

City of Marlborough  
Legal Department  
City Hall, 4<sup>th</sup> Floor  
140 Main Street  
Marlborough, Massachusetts 01752  
e-mail: legal@marlborough-ma.gov

15. This Agreement and all of the covenants, agreements and restrictions contained herein shall be deemed to be an affordable housing restriction as that term is defined in M.G.L. c. 184, § 31 and as that term is used in M.G.L. c.184, § 26, 31, 32 and 33, in perpetuity. This Agreement is made for the benefit of the City, which shall be deemed to be the holder of the affordable housing restriction created by this Agreement. In addition, this Agreement is intended to be superior to the lien of any mortgage on the Development and survive any foreclosure or exercise of any remedies thereunder. The City has determined that the acquiring of such affordable housing restriction is in the public interest. For the purposes hereof, the term "perpetuity" shall mean for so long as the Development is being used for multi-family housing pursuant to the terms of the Comprehensive Permit, which shall be, at a minimum, for a term (the "Minimum Term") ending on May 21, 2045. Notwithstanding the foregoing or anything in this Agreement to the contrary but subject to the provisions of the next sentence, the term of this Agreement shall expire, and this Agreement shall be of no further force and effect, at such time as no portion of the Development or Property is used as multi-family housing pursuant to the Comprehensive Permit (but no sooner than the expiration of the Minimum Term). Further, this Agreement shall terminate and be of no further force and effect with respect to all the Affordable Units to the extent that the provisions of M.G.L. Chapter 40B (or any amendment or successor statute thereto) no longer require that any of the units in the Development be restricted for low and moderate income housing.

16. Nothing in this Agreement shall be deemed to prohibit the conversion of the use of the property on which the Development is built for other uses permitted by the applicable zoning then in effect, so long as no such conversion takes place, at a minimum, until the expiration of the Minimum Term; provided, however, that any conversion of the Property to condominium use may take place after the expiration of the Minimum Term; and provided, further, that in the event of such condominium conversion after such period, the Affordable Units shall remain in perpetuity as "low or moderate income housing," in conformance with Section 3 of this Agreement, in the form either of home ownership units or of rental units as may be agreed to by AvalonBay and the Marlborough Zoning Board of Appeals. In the event of such a condominium conversion, AvalonBay shall execute and record all necessary documents (including but not limited to deed restrictions on the unit deeds for the Affordable Units which will be subject to the affordability restriction approved by DHCD pursuant to M.G.L. c. 184) to ensure that the affordability restriction as to such units will continue in force for the entire term hereof, in accordance with the terms relative to qualifying purchasers and maximum sales prices for initial sales and re-sales in accordance with the regulations promulgated by MHFA (or, if MHFA has ceased to promulgate such regulations, then such terms shall be determined based on substitute regulations and requirements of DHCD, and thereafter of a federal or state governmental agency providing subsidies for low or moderate income home ownership as shall be reasonably determined by AvalonBay). In addition, in the event of such a conversion, AvalonBay shall establish in the condominium master deed a provision for the maintenance of the Development and Property, including, but not limited to, roadway maintenance and repair, snow plowing, trash removal / recycling, and other amenities relating to the Development and Property. Further, in the event of such a conversion, a Deed Rider shall be attached to the deed of each Affordable Unit, and substantially similar restrictions as are in the Deed Rider shall be contained within the condominium master deed; such Deed Rider shall be in a form which is reasonably acceptable to the City, DHCD and any federal or state subsidizing agency providing a subsidy in connection with such conversion to condominium use. In no event shall any conversion of the use of the Property at any time, whether during or subsequent to the expiration of the Minimum Term, impair or interfere with the conservation values protected by the Conservation Restriction granted or to be granted in perpetuity by AvalonBay to the City of Marlborough, acting by and through its Conservation Commission.

17. Subject to the rights of any mortgage lender, AvalonBay agrees that if the Development, or any part thereof, shall be damaged or destroyed or shall be condemned or acquired for public use, AvalonBay shall have the right, but not the obligation, to repair and restore the Development to substantially the same condition as existed prior to the event causing such damage or destruction, or to relieve the condemnation, and thereafter to operate the Development in accordance with the terms of this Agreement. Notwithstanding the foregoing, in the event of a casualty in which some but not all of the buildings in the Development are destroyed, if such destroyed buildings are not restored by AvalonBay, AvalonBay shall be required to maintain the same percentage of Affordable Units (namely, 25%, as set forth in Section 3 of this Agreement) to the total number of units then remaining in the Development.

18. AvalonBay intends, declares and covenants on behalf of itself and its successors and assigns, and the parties hereto agree (i) that this Agreement and the covenants, agreements and restrictions contained herein shall be and are covenants running with the land, encumbering the Development for the term of this Agreement accepted by the City by its execution of this

Agreement, and are binding upon AvalonBay's successors in title, (ii) are not merely personal covenants of AvalonBay, and (iii) shall bind AvalonBay, its successors and assigns for the term of the Agreement, and shall inure to the benefit of the parties hereto and their respective successors and assigns. AvalonBay hereby agrees that any and all requirements of the laws of the Commonwealth of Massachusetts to be satisfied in order for the provisions of this Agreement to constitute restrictions and covenants running with the land shall be deemed to be satisfied in full and that any requirements of privity of estate are also deemed to be satisfied in full. AvalonBay shall cause this Agreement to be recorded in the Registry. AvalonBay shall pay all fees and charges incurred in connection with such recording or filing.

19. If any default, violation or breach by AvalonBay of the terms of this Agreement is not cured within thirty (30) days after notice to AvalonBay thereof (or such longer period of time as is reasonably necessary to cure such a default so long as AvalonBay is diligently and continuously prosecuting such a cure), then the City may take one or more of the following steps: (a) by mandamus or other suit, action or other proceeding at law or in equity, require AvalonBay to perform its obligations under this Agreement; (b) have access to, and inspect, examine and make copies of all of the books and records of AvalonBay pertaining to the Development; or (c) take such other action at law or in equity as may appear necessary or desirable to enforce the obligations, covenants and agreements of AvalonBay under this Agreement. If the City brings any claim to enforce this Agreement, and the City finally prevails in such claim, AvalonBay shall reimburse the City for its reasonable attorneys' fees and expenses incurred in connection with such claim. No delay or omission on the part of the City in enforcing the covenants, agreements and restrictions contained herein shall operate as a waiver of the City's right to enforce them, nor shall any delay, omission or waiver on any one occasion be deemed to be a bar to or waiver of the same or of any other right on any future occasion.

20. Recognizing that each party may find it necessary to establish to third parties, such as accountants, banks, potential or existing mortgagees, potential purchasers or the like, the then current status of performance hereunder, either party on the request of the other party made from time to time, will promptly furnish to the requesting party a statement of the status of any matter pertaining to this Agreement, including, without limitation, acknowledgments that (or the extent to which) each party is in compliance with its obligations under the terms of this Agreement.

(Signatures on following page)

-8-

CITY:

CITY OF MARLBOROUGH

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

Arthur G. Vigeant

Mayor

Hereunto duly authorized by vote  
of the Marlborough City Council

Order No. \_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF MIDDLESEX, ss:

On this \_\_\_\_\_ day of \_\_\_\_\_, 2019 before me, the undersigned notary public,  
personally appeared Arthur G. Vigeant, in his capacity as Mayor of the City of Marlborough,  
proved to me through satisfactory evidence of identification, which were  
\_\_\_\_\_, to be the person whose name is signed on the preceding  
document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public

My commission expires:

(SEAL)



# City of Marlborough Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

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

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 MAY 30 4:11:31  
JASON D. GROSSFIELD  
CITY SOLICITOR

May 30, 2019

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

Barbara L. Fenby, Chair  
Planning Board  
135 Neil Street  
2nd Floor  
Marlborough, MA 01752

Re: Proposed Zoning Amendment – Home Offices and Contractor/Landscape Contractor Storage Yards

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

In response to a request from a member of the Marlborough Planning Board, Urban Affairs Chairman Joseph Delano has asked this office to draft a change to help clarify some language pertaining to “home offices.”

Specifically, in subsection (c) of the proposed Section 650-18(47) dealing with the various conditions of use for “home offices,” the current language says:

“that not more than two (2) non-residents may be permitted when a home office is on a property principally used as a residence by the proprietor.”

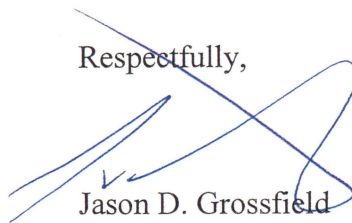
This language fails to specify what activity or conduct the more-than-2 non-residents are not being permitted to do. It should specify that not more than 2 non-residents may be permitted at any one time to perform functions related to the home office when located on residentially-used property.

Accordingly, the proposed language for Section 650-18(47)(c) is underlined below:

“(c) Anyone associated with the home office must reside in the dwelling unit comprising the principal building, except that not more than two (2) non-residents may be permitted at any one time to perform functions related to the home office when it is located on a property principally used as a residence by the proprietor, whether a contractor or otherwise, unless the home office is located in the Commercial Automotive or Limited Industrial zoning districts, in which case three (3) non-residents may be so permitted.”

A full copy of the proposed zoning amendment, including the above change, is enclosed. I have reviewed the proposed amendment (including the above change) and it is in proper legal form as enclosed. Please contact me if you have any questions.

Respectfully,



Jason D. Grossfield  
City Solicitor

Enclosure

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

**ORDERED:**

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

I. Section 650-5, entitled “Definitions; word usage,” is hereby amended, as follows:

- a. By amending the definition in subsection B of “HOME OCCUPATION,” by inserting at the end thereof the following sentence:

A home occupation shall not include a home office, as defined in Section 650-5.

- b. By amending the definition in subsection B of “OUTDOOR STORAGE,” by inserting at the end thereof the following sentence:

Outdoor storage shall not include either a contractor’s storage yard or a landscape contractor’s storage yard, as defined in Section 650-5.

- c. By inserting the following new definitions:

CONTRACTOR - Any person or firm engaged in construction, building trades, landscaping services or maintenance, on a contract basis, either licensed or unlicensed.

CONTRACTOR’S STORAGE YARD - An outdoor area used for the storage of equipment and/or materials used for providing contracting services, including but not limited to building construction, heating, plumbing, roofing, and excavation; but not including a landscape contractor’s storage yard. A contractor’s storage yard shall not include outdoor storage, as defined in Section 650-5.

HOME OFFICE - An office in a dwelling unit or accessory building within which ancillary activities are performed for a business whose primary services are conducted by the residents at offsite locations. Home offices are permitted if they conform to each of the conditions set forth in Section 650-18(47).

LANDSCAPE CONTRACTOR’S STORAGE YARD – An outdoor area used for the storage of equipment and/or materials used by a business principally engaged in the decorative and functional alteration, planting, and maintenance of grounds, including the installation of hardscape such as stonework, patios, decks, arbors, and other decorative elements of the landscape. Such a business may engage in the installation and construction of underground improvements, but only to the extent that such improvements (e.g., irrigation or drainage facilities) are accessory to the principal business and are necessary



to support or sustain the landscaped surface of the grounds being otherwise landscaped. A landscape contractor's storage yard shall not include outdoor storage, as defined in Section 650-5.

- II. Section 650-17, entitled "Table of Uses," is hereby amended by adding the following new uses:

	RR	A1	A2	A3	RB	RC	RCR	B	CA	LI	I	MV	NB
Contractor's Storage Yard (48)	N	N	N	N	N	N	N	N	Y	Y	N	N	N
Home Office (47)	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y	Y
Landscape Contractor's Storage Yard (48)	N	N	N	N	N	N	N	N	Y	Y	N	N	N

- III. Section 650-18, entitled "Conditions for uses," is hereby amended as follows:

- a. By inserting in subsection A thereof a new paragraph (47), pertaining to home offices:

(47) Home offices.

Home offices are permitted if they conform to each of the following conditions:

- (a) The home office use must be secondary to the principal use of the property as a residence.
- (b) The proprietor of the home office, whether a contractor or otherwise, must reside in the dwelling unit comprising the principal building.
- (c) Anyone associated with the home office must reside in the dwelling unit comprising the principal building, except that not more than two (2) non-residents may be permitted at any one time to perform functions related to the home office when it is located on a property principally used as a residence by the proprietor, whether a contractor or otherwise, unless the home office is located in the Commercial Automotive or Limited Industrial zoning districts, in which case three (3) non-residents may be so permitted.
- (d) No more than 25% of the floor area of the residence or, if an accessory building is used, no more than 30% of the floor area of the accessory building and residence combined, is to be used for the purposes of the home office.

- (e) There shall be no external evidence of the home office except for a sign that conforms to the requirements for a home occupation sign set forth in City Code Section 526-8.A(2), and no major structural change shall be made to the exterior so as to alter the appearance and character of the residence or that of the accessory building if used for the home office.
- (f) The proprietor of a home office, whether a contractor or otherwise, shall be allowed to have not more than either i) one (1) commercial vehicle having a gross vehicle weight rating (GVWR) not exceeding 10,000 pounds or one (1) heavy-duty pickup truck having a GVWR not exceeding 14,000 pounds, or ii) one (1) commercial trailer not to exceed sixteen (16) feet in length, parked at the home office, whether that vehicle or that trailer, as the case may be, is used by the proprietor of the home office and/or by anyone associated with the home office, except that not more than three (3) commercial vehicles each having a GVWR not exceeding 10,000 pounds, or three (3) commercial trailers each not exceeding sixteen (16) feet in length, or any combination of such vehicles and trailers not to exceed three (3) in total number, may be permitted when the home office is on a property located in the Commercial Automotive or Limited Industrial zoning districts. No such vehicle or trailer shall be parked on the street(s) fronting the premises where the home office is located, but instead shall be parked on the premises. Vehicles and equipment must be parked and accessed on impervious surfaces such as concrete or asphalt (dust-free surfaces) and may never be parked on the lawn or other pervious parts of a property on which the home office is located.
- (g) A home office shall be permitted to store equipment and/or materials, but only indoors in the principal building or accessory building. In no event shall a home office, even when on a property located in the Commercial Automotive or Limited Industrial zoning districts be used for a contractor's storage yard or a landscape contractor's storage yard. No activity in conjunction with the business associated with the home office, including but not limited to loading and unloading of equipment and/or materials, is permitted Monday through Friday except from 7:00 a.m. until 7:00 p.m. and Saturday except from 7:00 a.m. until 5:00 p.m., and no such activity is permitted on Sunday at any hour; provided, however, that essential emergency services as reasonably needed may operate outside previously established hours. All such activity, when permitted, shall otherwise comply with Chapter 431 of the City Code, entitled "Noise."
- (h) A home office shall not store excessive quantities of flammable, combustible or dangerous substances, and may be required to

comply with the notification, reporting and permitting requirements set forth in SARA Title III (the Emergency Planning and Community Right-To-Know Act, or EPCRA) and/or MGL c. 148.

- b. By inserting in subsection A thereof a new paragraph (48), pertaining to contractor's storage yards and landscape contractor's storage yards:

(48) Contractor's storage yards and landscape contractor's storage yards.

- (a) Design Standards. Contractor's storage yards and landscape contractor's storage yards, as defined in Section 650-5, are allowed in the Commercial Automotive or Limited Industrial zoning districts only after having been granted site plan approval by the City of Marlborough Site Plan Review Committee, whose review shall include but not be limited to the following design standards.

(1) *Proximity to existing residential zoning districts*. A storage yard, if created after February 11, 2019, shall not be located on a lot less than two hundred (200) feet from a residential zoning district.

(2) *Abutting residential lots*. A storage yard, if created after February 11, 2019, shall not be located on any lot if a residential use is being made of any abutting lot(s).

(3) *Screening*. The proposed storage yard shall be adequately screened from the street and adjacent properties to obscure the vehicles parked thereon, and the equipment and/or materials stored therein.

(4) *Minimum lot area*. The minimum area of the lot being proposed for the storage yard shall be 22,500 square feet.

(5) *Maximum size of storage yard*. The maximum size of the storage yard, when combined with all structures, parking and driveways on the lot being proposed for the lot on which the storage yard is proposed to be located, shall not exceed the percentage of maximum lot coverage permitted under Section 650-41 for the zoning district in which the lot is located.

(6) *Vehicles, Equipment and/or Materials*. All vehicles, equipment and/or materials associated with the storage yard must be stored on and accessed from impervious or otherwise dust-free surfaces.

(7) *Flammable, Combustible or Dangerous Substances*. A storage yard shall not store excessive quantities of flammable, combustible or dangerous substances, and may be required to comply with the notification, reporting and permitting requirements set forth in SARA

Title III (the Emergency Planning and Community Right-To-Know Act, or EPCRA) and/or MGL c. 148.

- (b) Grandfathering. All contractor storage yards and all landscape contractor storage yards, as defined in Section 650-5, that existed before the City of Marlborough Zoning Code was enacted on January 27, 1969, or that exist as legal pre-existing nonconforming uses or structures, shall not be required to submit to Site Plan Review; provided, however, that such yards shall not be permitted to expand or alter any legal pre-existing nonconforming use or structure, unless such expansion or alteration is otherwise authorized by zoning relief.
- (c) Previous Special Permit or Site Plan Approval. All contractor storage yards and all landscape contractor storage yards, as defined in Section 650-5, that are in compliance with a previously-granted special permit, or that are in compliance with a previously-granted site plan approval by the Site Plan Review Committee, shall not be required to submit to Site Plan Review, so long as such yards remain in compliance with the dimensional, landscaping and parking requirements of Chapter 650.
- (d) All others. All contractor storage yards and all landscape contractor storage yards, as defined in Section 650-5, that satisfy neither subsections (b) nor (c) of this section 650-18(48) shall be required to complete the Site Plan Review process within twelve (12) months of the effective date of approval of this zoning amendment.

ADOPTED  
In City Council  
Order No. 18/19-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

*City of Marlborough*  
*Commonwealth of Massachusetts*



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 MAY 22 P 4: 12  
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)

5/21/2019

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

RE: Spenga Sign  
115 Apex Drive

Dear President Clancy and Members,

Enclosed please find the application for a sign at the Apex Center for Spenga. It appears to fall in line with the city ordinances for approved signs at Apex Drive.

As always please feel free to contact my office should you have any questions regarding this sign or if this department can be of further assistance for you.

Sincerely,

Ethan Lippitt  
Code Enforcement Officer

CC File





CITY OF MARLBOROUGH

Building Department  
(508) 460-3776

**BUILDING**

**PERMIT**

**JOB WEATHER CARD**

PERMIT NO

BP-2019-000569

ISSUE DATE

04/19/2019

APPLICANT

BOB'S SIGN SERVICE

PERMIT TO

sign

AT (LOCATION)

115 APEX DR, MARLBOROUGH, MA 01752

ZONING DISTRICT

RWMU

Bldg. Type:

Commercial

SUBDIVISION MAP BLOCK LOT

78-14

BUILDING IS TO BE:

CONST TYPE

USE GROUP

WORK DESCRIPTION

Flat Wall Sign 46.47 SF for "Boutique Fitness" at 115 Apex Drive.

CONTRACTOR

LICENSE

0000

Construction Supervisor

SIGN INSTALLATION

Bob's Sign Service  
508 405-0912

AREA (SQ FT)

925,388,204

EST COST(\$)

3500.00

PERMIT FEE (\$)

50.00

OWNER

GUTIERREZ ARTURO J TR

ADDRESS

1 WALL ST

BUILDING DEPT BY

*[Signature]* 5/2/19

PHONE

THIS PERMIT CONVEYS NO RIGHT TO OCCUPY ANY STREET, ALLEY OR SIDEWALK OR ANY PART THEREOF, EITHER TEMPORARILY OR PERMANENTLY. ENCROACHMENTS ON PUBLIC PROPERTY, NOT SPECIFICALLY PERMITTED UNDER THE BUILDING CODE, MUST BE APPROVED BY THE JURISDICTION. STREET OR ALLEY GRADES AS WELL AS DEPTH AND LOCATION OF PUBLIC SEWERS MAY BE OBTAINED FROM THE DEPARTMENT OF PUBLIC WORKS. THE ISSUANCE OF THIS PERMIT DOES NOT RELEASE THE APPLICANT FROM

MINIMUM INSPECTIONS REQUIRED FOR ALL CONSTRUCTION WORK: 1) FOUNDATIONS OR FOOTINGS. 2) PRIOR TO COVERING STRUCTURAL MEMBERS (READY FOR LATH OR FINISH COVERING) 3) FINAL INSPECTION BEFORE OCCUPANCY 4) REFER TO DETAILED INSPECTION SCHEDULE

APPROVED PLANS MUST BE RETAINED ON JOB AND THIS CARD KEPT POSTED UNTIL FINAL INSPECTION HAS BEEN MADE. WHERE A CERTIFICATE OF OCCUPANCY IS REQUIRED, SUCH BUILDING SHALL NOT BE OCCUPIED UNTIL FINAL INSPECTION HAS BEEN MADE.

WHERE APPLICABLE SEPARATE PERMITS ARE REQUIRED FOR ELECTRICAL PLUMBING/GAS AND MECHANICAL INSTALLATIONS.

**POST THIS CARD SO IT IS VISIBLE FROM STREET**

BUILDING INSPECTIONS APPROVALS

**REQUIRED  
INSPECTIONS LISTED  
ON REVERSE**

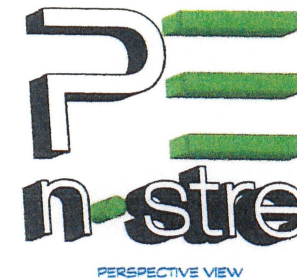
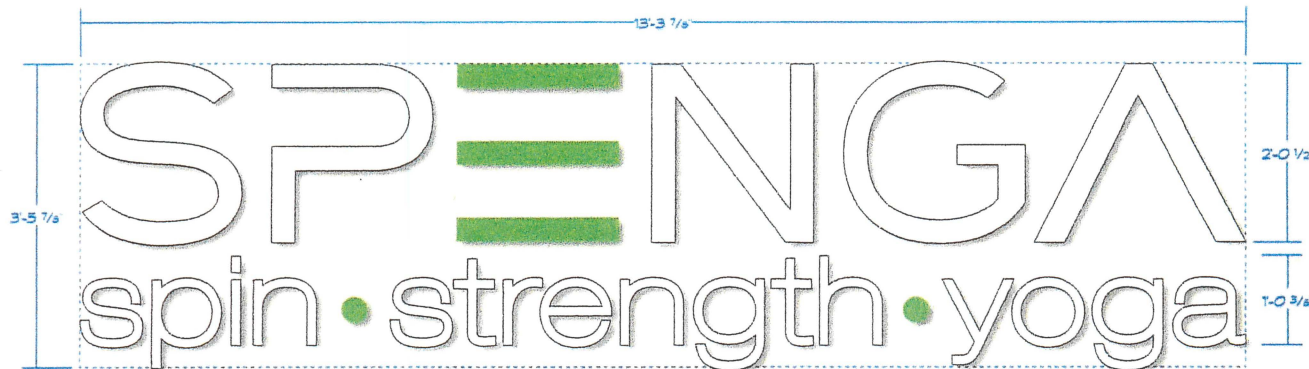
OTHER:

WORK SHALL NOT PROCEED UNTIL THE INSPECTOR HAS APPROVED THE VARIOUS STAGES OF CONSTRUCTION

PERMIT WILL BECOME NULL AND VOID IF CONSTRUCTION WORK IS NOT STARTED WITHIN SIX MONTHS OF DATE THE PERMIT IS ISSUED AS NOTED ABOVE

INSPECTIONS INDICATED ON THIS CARD CAN BE ARRANGED FOR BY TELEPHONE OR WRITTEN NOTIFICATION.

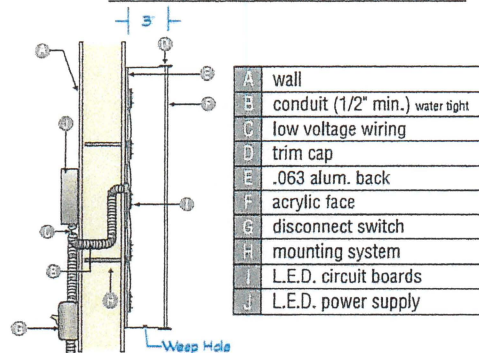




<b>A</b>	INTERNALLY ILLUMINATED PAN CHANNEL LETTER DISPLAY	Scale: 3/4" = 1'-0"	Perimeter: 145'	Sign Area: 46.47 sf
----------	--	------------------------	--------------------	------------------------

Fabricate & install one (1) set of internally-illuminated, aluminum, pan channel letters: "SPENGA", "spin", "strength", "yoga" to have 3" deep returns (black); white acrylic faces w/ 3/4" black trim cap. "E" and "dots" to have 3" deep returns ("SPENGA" green), white acrylic faces w/ "SPENGA" green vinyl overlay w/ 3/4" trim cap to match "SPENGA" green. Illuminate using white LEDs to remote power supplies (see detail).

PC Letter / LEDs - Cross Section Detail



THIS SIGN IS INTENDED TO BE INSTALLED IN ACCORDANCE WITH THE REQUIREMENTS OF ARTICLE 600 OF THE NATIONAL ELECTRICAL CODE AND/OR OTHER APPLICABLE LOCAL CODES. THIS INCLUDES PROPER GROUNDING AND BONDING OF THE SIGN.

U.L. LISTED

Electrical Penetrations



SPENGA	
15 Apex Dr Marlborough, MA 01752	
royal sign	
2631 N. 31st Ave. Phoenix, AZ 85009 602-278-6286 royalsign.net	
Project 190415	
28 MAR 19 RCP	
n/a	
n/a	
n/a	
n/a	
n/a	
n/a	
n/a	
n/a	
Project Manager	
Done Alvard	
E-Mail:	
done@royalsign.net	
Approval Signatures	
X	Client
X	Local
Customer is responsible for providing a dedicated electrical circuit within the foot of each sign location and any desired electrical timing devices.	
This is a preliminary drawing. It is not to be used for construction. It is subject to change without notice. It is the responsibility of the client to provide all necessary information for the sign to be installed. The sign company will be responsible for the design and construction of the sign. It is the responsibility of the client to provide all necessary information for the sign to be installed. The sign company will be responsible for the design and construction of the sign.	
Sheet Title	
Exterior	
Page Number	
2 of 3	





CITY OF MARLBOROUGH

Building Department  
(508) 460-3776

5159  
**BUILDING**

**PERMIT**

**JOB WEATHER CARD**

PERMIT NO

BP-2019-000570

ISSUE DATE

04/19/2019

APPLICANT

BOB'S SIGN SERVICE

PERMIT TO

SIGN

AT (LOCATION)

115 APEX DR, MARLBOROUGH, MA 01752

ZONING DISTRICT

RWMU

Bldg. Type:

Commercial

SUBDIVISION MAP BLOCK LOT

78-14

BUILDING IS TO BE:

CONST TYPE

USE GROUP

WORK DESCRIPTION

Tenant Board Insert Sign 8.25SF for "Boutique Fitness" at 115 Apex Drive.

CONTRACTOR

LICENSE

0000

Construction Supervisor

SIGN INSTALLATION

Bobs Sign Service  
508 405-0912

AREA (SQ FT)

925,388,204

EST COST (\$)

800.00

PERMIT FEE (\$)

50.00

OWNER

GUTIERREZ ARTURO J TR

ADDRESS

1 WALL ST

BUILDING DEPT BY

*[Signature]* 5/13/17

PHONE

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BUILDING INSPECTIONS APPROVALS

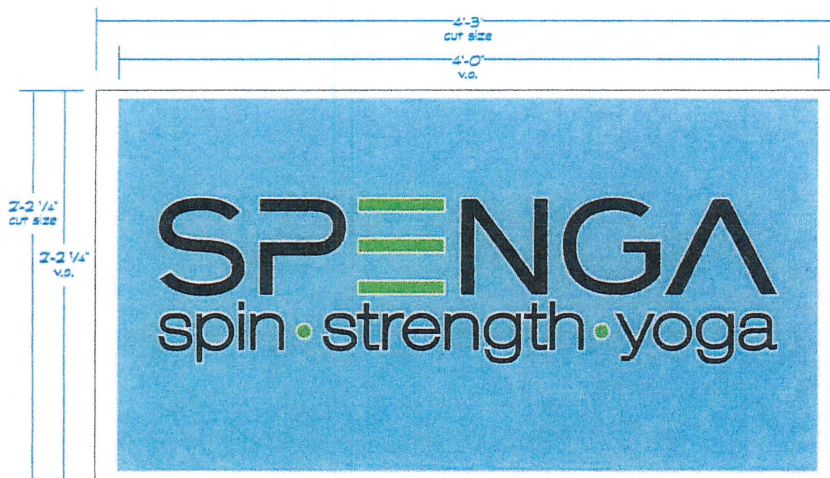
REQUIRED INSPECTIONS LISTED ON REVERSE		
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**B** TENANT PANEL DECORATION Scale:  
1 1/2" = 1'-0"

Fabricate & install two (2) new white acrylic faces w/ silver vinyl background (T.B.D.) w/ 3630-22 Black vinyl copy and 'SPENGA' green vinyl ('E' and dots) leaving a white outline as shown.



Display Elevation Scale:  
1/4" = 1'-0"

Client  
**SPENGA**

Location  
115 Apex Dr  
Marlborough, MA 01752

**royal**  
**sign**

2631 N. 31st Ave.  
Phoenix, AZ 85009  
602-278-6286  
royalsign.net

Project  
**190415**

**28 MAR 19 RKP**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

**n/a**

Project Manager  
Dane Alford

Sketch  
done@royalsign.net

Approval Signatures

**X** Client

**X** Landlord

Customer is responsible for providing a dedicated electrical circuit within six feet of each sign location and any desired electrical timing devices.

This original, unpublished drawing is prepared solely for the project and is not to be used for any other project without the written consent of the author. All drawings are the property of the author and are not to be reproduced without the written consent of the author. All drawings are the property of the author and are not to be reproduced without the written consent of the author.

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# Massachusetts State Lottery Commission

DEBORAH B. GOLDBERG  
*Treasurer and Receiver General*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

MICHAEL R. SWEENEY  
*Executive Director*

2019 MAY 20 A 10:45

May 16, 2019

Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

Dear Sir/Madam:

In accordance with Massachusetts General Laws, chapter 10, section 27A, (as amended on 5/20/96), you are hereby notified that an application for a Keno license has been received by the Massachusetts State Lottery Commission, (MSLC) from:

Firefly's  
350 East Main Street  
Marlborough

If the city/town objects to the issuance of the Keno license, it must claim its right to a Hearing before the MSLC within twenty-one (21) days of receipt of this notice.

In accordance with section 27A(b), the objection of the city/town must be "as a result of an official action" taken by said city or town regarding the Keno applicant. In order to be fair and apply the same criteria to all cities, towns, and applicants, the MSLC defines an "official action" to be one in which the applicant appeared, or was given the opportunity to appear, before the licensing authority to discuss the issue at the local level in an open hearing or meeting prior to the Hearing at the MSLC.

Please address your written objection to, Gregory Polin, General Counsel, Legal Department, Massachusetts State Lottery Commission, 150 Mt. Vernon St., Dorchester, MA 02125

Very truly yours,

MSLC Licensing Department

Certified: 7001 2510 0004 5228 4441



*Supporting the 351 Cities and Towns of Massachusetts*

150 Mount Vernon Street • Dorchester • Massachusetts • 02125 • Tel: 781-849-5555 • Fax: 781-849-5547 • TTY: 781-849-5678 • [www.masslottery.com](http://www.masslottery.com)



2019 MAY 29 P 4: 58

BRIAN W. BLAESSER

One Boston Place, 25th floor  
Boston, MA 02108-4404  
Main (617) 557-5900  
Fax (617) 557-5999  
bblaesser@rc.com  
Direct (617) 557-5970

*Via Hand Delivery*

May 29, 2019

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

**Re: Cameron General Contractors, Inc. ("Applicant")  
Application for Special Permit under Retirement Community–Multifamily  
Overlay District (RCO-MF) for Property Located at 90 Crowley Drive, Marlborough, MA  
[Assessor's Map #15 Parcel # 23] and Portion of Property (Assessor's Map #15 Parcel 22)]**

Dear Councilor Clancy:

On behalf of my client, Cameron General Contractors ("Cameron"), I respectfully submit the enclosed application package for a Special Permit for the Pleasant Hill Retirement Community at 90 Crowley Drive—12 packages with "reduced" size plans and 2 packages with "full" size plans, as requested by Ms. Boule. I have also filed the requisite sets of the application with the City Departments and with the City Clerk, accompanied by the application fee as determined by Commissioner Cooke.

As described and shown in the enclosed application,, Cameron proposes to construct a Senior Independent Living Multifamily Community pursuant to the provisions of the Retirement Community – Multifamily Overlay District (RCO-MF) adopted by the City Council on April 8, 2019 (City Council Order No. 18/19-1007452D, X18-1007198G). The development consists of one new 3-story multifamily building of approximately 182,000 s.f. The application contains the following required items and related documents:

1. Application Form (with Attachments)
  - a. Assessors Certified List of Abutters
  - b. Certification of Filing of all Municipal Tax Returns and Payment of all Municipal Taxes
2. Preliminary Site Plan (with Attachment)
  - a. ANR Plan for Portion of Property (Assessor's Map #15 Parcel 22)
3. Special Studies (with Attachments)
  - a. Traffic Impact Assessment (Study) (MDM Transportation Consultants) (including MDM Memorandum (5-9-19) to Priscilla Ryder re MEPA – Sec. 61 Finding (EEA 12002) – International Corporate Park).
  - b. Utilities Assessment (Email dated 9-11-18 from City Engineer, Thomas DiPersio indication the City's water and sewer systems are available in Crowley Drive at the proposed site and there are no known issues with this infrastructure).

Councilor Edward Clancy, President  
City Council  
Page 2

To assist the City Council in its review of the Special Permit application, the following are explanations regarding two of the items in the submittal.

## **PRELIMINARY SITE PLAN**

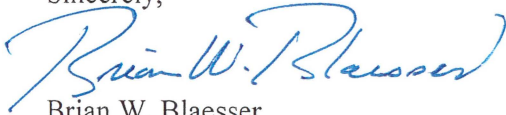
As I explained to Commissioner Cooke during the Preliminary/Informal meeting with the Site Plan Review Committee on May 7, 2019, the Preliminary Site Plan shows a development site consisting of 11.76 acres, which includes a small triangular piece to be acquired from the owner of the adjacent property (Map 15; Lot 22), First Colony Crowley Drive One LLC. Included in the Preliminary Site Plan folder is the ANR Plan that indicates the triangular piece, which Attorney Pezzoni is prepared to submit on behalf of First Colony Crowley Drive One LLC to the Planning Board for endorsement. I have requested that Mr. Pezzoni hold off on submitting the ANR Plan for endorsement until we are further along in the special permit review process to be sure that the City Council's and the Site Plan Review Committee's reviews will not necessitate any adjustments to lot line that we are currently showing. We will then coordinate with the owner's surveyor to match up the line work before ANR submittal.

## **UTILITIES ASSESSMENT**

Included with the application is Thomas DiPersio's email to me dated September 11, 2018 that indicates that the City's water and sewer systems are available in Crowley Drive to service 90 Crowley Drive and that there are no known issues with this infrastructure. Because Mr. DiPersio's communication indicates that there is adequate infrastructure to accommodate the proposed development, we have not prepared a formal utilities assessment as part of this submittal. Obviously, if a question on utilities comes up during the course of the special permit review, we will address it.

Finally, on behalf of Cameron, I respectfully request that this application be placed on the City Council's agenda for its June 3<sup>rd</sup> meeting in order that a public hearing on the application may set for the earliest possible date.

Sincerely,



Brian W. Blaesser

BWB/rbh  
Enclosures

Copy to:  
William Pezzoni, Esq., attorney for First Colony Crowley Drive One LLC

**CITY OF MARLBOROUGH  
OFFICE OF THE CITY CLERK**

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 MAY 29 P 4:45

**APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT**

**1. Name and address of Petitioner or Applicant:**

Cameron General Contractors c/o Robinson & Cole LLP, One Boston Place, Boston MA 02108

**2. Specific Location of property including Assessor's Plate and Parcel Number.**

90 Crowley Dr [(Assessor's Map #15 Parcel # 23) and Portion of Adjacent Property (Assessor's Map #15 Parcel 22)]

**3. Name and address of owner of land if other than Petitioner or Applicant:**

First Colony Crowley Drive One LLC, P.O. Box 952, Carver, MA 02330

**4. Legal interest of Petitioner or Applicant (owner, lessee, prospective owner, etc.)**

Prospective Owner (Contract Purchaser)

**5. Specific Zoning Ordinance under which the Special Permit is sought:**

Article VI Section §650-22 Paragraph C Sub-paragraph (ii)

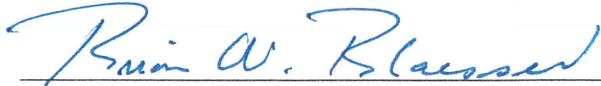
**6. Zoning District in which property in question is located:** Retirement Community – Multifamily (RCO-MF)

**7. Specific reason(s) for seeking Special Permit**

The Applicant proposes to build a Senior Independent Living Multifamily Community pursuant to the provisions of the Retirement Community – Multifamily Overlay District (RCO-MF) adopted by the City Council on April 8, 2019 (City Council Order No. 18/19-1007452D, X18-1007198G). Pursuant to Article VI, Section 650-22.C, a development proposed within the RCO-MF Overlay District requires special permit approval by the City Council.

**8. List of names and addresses of abutters. SEPARATE SHEET ATTACHED**

PETITION IS HEREBY MADE FOR THE ISSUANCE OF A SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH AND IS BASED ON THE WITHIN PETITION OR APPLICATION AS FILED HEREWITH AND MADE PART OF SAID PETITION.



Signature of Petitioner or Applicant

Address: Brian W. Blaesser, Esq.  
Robinson & Cole LLP  
One Boston Place, Boston, MA

Telephone No. (617) 557-5970

Date: May 17, 2019

LIST OF NAMES AND ADDRESS OF ABUTTERS  
AS REQUESTED ON THE APPLICATION FOR SPECIAL PERMIT OF:

Cameron General Contractors

---

(Name of Petitioner)

FOR THE ISSUANCE OF SPECIAL PERMIT BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH UNDER CHAPTER 650, ZONING, OF THE CODE OF THE CITY OF MARLBOROUGH.

(Abutters as defined in §650-59, Section 4H, **Powers and Procedure of Special-Permit Granting Authorities**)

[SEE LIST ATTACHED]





# 400 foot Abutters List Report

Marlborough, MA  
May 13, 2019

## MARLBOROUGH ASSESSORS

*Anthony C. Amodeo*  
*William K. Silverstein*  
*Joan May De*

### Subject Property:

Parcel Number: 15-23  
CAMA Number: 15-23  
Property Address: 90 CROWLEY DR

Mailing Address: FIRST COLONY CROWLEY DRIVE ONE  
LLC  
PO BOX 952  
CARVER, MA 02330

### Abutters:

Parcel Number: 15-10  
CAMA Number: 15-10  
Property Address: 799 PLEASANT ST

Mailing Address: ANASTAS LOUIS P  
799 PLEASANT ST  
MARLBOROUGH, MA 01752

Parcel Number: 15-11  
CAMA Number: 15-11  
Property Address: 811 PLEASANT ST

Mailing Address: KING SCOTT M  
811 PLEASANT ST  
MARLBOROUGH, MA 01752

Parcel Number: 15-12B  
CAMA Number: 15-12B  
Property Address: 827 PLEASANT ST

Mailing Address: LOZANO LUIS  
827 PLEASANT ST  
MARLBOROUGH, MA 01752

Parcel Number: 15-12C  
CAMA Number: 15-12C  
Property Address: 839 PLEASANT ST

Mailing Address: NAZE SHEILA M  
839 PLEASANT ST  
MARLBOROUGH, MA 01752

Parcel Number: 15-12F  
CAMA Number: 15-12F  
Property Address: PLEASANT ST

Mailing Address: METRO PARK CORPORATION  
PO BOX 952  
CARVER, MA 02330

Parcel Number: 15-12G  
CAMA Number: 15-12G  
Property Address: PLEASANT ST

Mailing Address: COMMONWEALTH OF  
MASSACHUSETTS  
10 PARK PLAZA STE 4160  
BOSTON, MA 02116

Parcel Number: 15-13  
CAMA Number: 15-13  
Property Address: 849 PLEASANT ST

Mailing Address: TURCOTTE DONALD E  
849 PLEASANT ST  
MARLBOROUGH, MA 01752

Parcel Number: 15-22  
CAMA Number: 15-22  
Property Address: 92 CROWLEY DR

Mailing Address: LFB USA INC  
C/O ACCOUNTS PAYABLE DEPARTMEN  
175 CROSSING BLVD STE 420  
FRAMINGHAM, MA 01702

Parcel Number: 15-9  
CAMA Number: 15-9  
Property Address: 787 PLEASANT ST

Mailing Address: JACOBS BRIAN C  
787 PLEASANT ST  
MARLBOROUGH, MA 01752

Parcel Number: 16-1  
CAMA Number: 16-1  
Property Address: FITCHBURG ST

Mailing Address: ASSABET VALLEY REGIONAL VOC HIGH  
SCHOOL  
215 FITCHBURG ST  
MARLBOROUGH, MA 01752



www.cai-tech.com

5/13/2019

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

Page 1 of 7





# 400 foot Abutters List Report

Marlborough, MA

May 13, 2019

Parcel Number: 16-1A  
CAMA Number: 16-1A  
Property Address: 100 CROWLEY DR

Mailing Address: FIRST COLONY/CHESTNUT RIDGE LLC  
PO BOX 952  
CARVER, MA 02330

Parcel Number: 29-1  
CAMA Number: 29-1-10-35  
Property Address: 10 BOWOOD LN #35

Mailing Address: DURELL MARK ELLIOT  
10 BOWOOD LN #35  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-10-58  
Property Address: 10 WILSHIRE WAY #58

Mailing Address: VARTERESIAN ROBERT E TR  
10 WILSHIRE WAY #58  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-11-27  
Property Address: 11 AVEBURY LN #27

Mailing Address: MEANY VIRGINIA  
11 AVEBURY LN #27  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-11-51  
Property Address: 11 BOWOOD LN #51

Mailing Address: PETTENGILL GRAHAM F  
11 BOWOOD LN #51  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-12-36  
Property Address: 12 BOWOOD LN #36

Mailing Address: ST JEAN ROGER J TR  
12 BOWOOD LN #36  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-12-59  
Property Address: 12 WILSHIRE WAY #59

Mailing Address: FRALEIGH RUSSELL V TR  
12 WILSHIRE WAY #59  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-1-31  
Property Address: 1 AVEBURY LN #31

Mailing Address: BRANGIFORTE JAMES A TR  
1 AVEBURY LN #31  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-13-13  
Property Address: 13 WILSHIRE WAY #13

Mailing Address: JEWETT GREGORY TR  
13 WILSHIRE WAY #13  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-13-4  
Property Address: 13 BRADFORD CIR #4

Mailing Address: PYE JANE  
13 BRADFORD CIR #4  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-13-50  
Property Address: 13 BOWOOD LN #50

Mailing Address: MASON JEFFREY E  
13 BOWOOD LN #50  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-14-37  
Property Address: 14 BOWOOD LN #37

Mailing Address: LEW GEORGE D  
14 BOWOOD LN #37  
MARLBOROUGH, MA 01752



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## 400 foot Abutters List Report

Marlborough, MA

May 13, 2019

Parcel Number: 29-1  
CAMA Number: 29-1-14-60  
Property Address: 14 WILSHIRE WAY #60

Mailing Address: NUTE RAY W  
14 WILSHIRE WAY #60  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-15-12  
Property Address: 15 WILSHIRE WAY #12

Mailing Address: IRWIN JAMES  
15 WILSHIRE WAY #12  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-15-26  
Property Address: 15 AVEBURY LN #26

Mailing Address: BROUSSARD CHARLOTTE  
15 AVEBURY LN #26  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-15-3  
Property Address: 15 BRADFORD CIR #3

Mailing Address: BORENSTEIN OSCAR  
15 BRADFORD CIR #3  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-17-11  
Property Address: 17 WILSHIRE WAY #11

Mailing Address: PUGLIESE DOROTHY  
17 WILSHIRE WAY #1  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-17-2  
Property Address: 17 BRADFORD CIR #2

Mailing Address: MARCINUK WAYNE S  
17 BRADFORD CIR #2  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-17-25  
Property Address: 17 AVEBURY LN #25

Mailing Address: BUCKLEY JOSEPH E JR  
17 AVEBURY LN #25  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-1-8  
Property Address: 1 BRADFORD CIR #8

Mailing Address: DANIELL DANA  
1 BRADFORD CIR #8  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-18-38  
Property Address: 18 BOWOOD LN #38

Mailing Address: GAUVIN RICHARD S  
18 BOWOOD LN #38  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-18-61  
Property Address: 18 WILSHIRE WAY #61

Mailing Address: LI HONG  
18 WILSHIRE WAY #61  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-19-1  
Property Address: 19 BRADFORD CIR #1

Mailing Address: MACDONALD BRUCE H  
19 BRADFORD CIR #1  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-19-24  
Property Address: 19 AVEBURY LN #24

Mailing Address: REISS PAUL D  
19 AVEBURY LN #24  
MARLBOROUGH, MA 01752



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## 400 foot Abutters List Report

Marlborough, MA  
May 13, 2019

Parcel Number: 29-1  
CAMA Number: 29-1-19-49  
Property Address: 19 BOWOOD LN #49

Mailing Address: LANE WILLIAM H JR  
19 BOWOOD LN #49  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-20-39  
Property Address: 20 BOWOOD LN #39

Mailing Address: ZICKUS SUSAN J  
20 BOWOOD LN #39  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-20-62  
Property Address: 20 WILSHIRE WAY #62

Mailing Address: ROCHE NANCY D LI EST  
20 WILSHIRE WAY #62  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-21-48  
Property Address: 21 BOWOOD LN #48

Mailing Address: MYERS BETTY  
21 BOWOOD LN #48  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-22-40  
Property Address: 22 BOWOOD LN #40

Mailing Address: SELIGMAN DIANE  
22 BOWOOD LN #40  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-22-63  
Property Address: 22 WILSHIRE WAY #63

Mailing Address: EVANS MAUREEN A TR  
22 WILSHIRE WAY #63  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-2-32  
Property Address: 2 BOWOOD LN #32

Mailing Address: PHAN NGUYEN  
4 LAFRANCE DR  
HUDSON, MA 01749

Parcel Number: 29-1  
CAMA Number: 29-1-23-23  
Property Address: 23 AVEBURY LN #23

Mailing Address: BENOIT CARRIE A  
23 AVEBURY LN #23  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-23-47  
Property Address: 23 BOWOOD LN #47

Mailing Address: LEBLOND JENIQUE A TR  
23 BOWOOD LN #47  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-25-22  
Property Address: 25 AVEBURY LN #22

Mailing Address: BERESFORD DAVID  
25 AVEBURY LN #22  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-2-55  
Property Address: 2 WILSHIRE WAY #55

Mailing Address: SALVO TINA M  
2 WILSHIRE WAY #55  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-26-41  
Property Address: 26 BOWOOD LN #41

Mailing Address: FRANK CHARLES E  
26 BOWOOD LN #41  
MARLBOROUGH, MA 01752



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# 400 foot Abutters List Report

Marlborough, MA  
May 13, 2019

Parcel Number: 29-1  
CAMA Number: 29-1-26-64  
Property Address: 26 WILSHIRE WAY #64

Mailing Address: BASMAJI JEAN  
26 WILSHIRE WAY #64  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-27-46  
Property Address: 27 BOWOOD LN #46

Mailing Address: KOSMICKI ELLEN T  
27 BOWOOD LN #46  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-28-42  
Property Address: 28 BOWOOD LN #42

Mailing Address: TARR BRYANT  
28 BOWOOD LN #42  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-28-65  
Property Address: 28 WILSHIRE WAY #65

Mailing Address: ATWOOD EUNICE  
28 WILSHIRE WAY #65  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-29-21  
Property Address: 29 AVEBURY LN #21

Mailing Address: TURTON JANE AMANDA  
29 AVEBURY LN #21  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-29-45  
Property Address: 29 BOWOOD LN #45

Mailing Address: WELIWITIGODA LESLIE D  
29 BOWOOD LN #45  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-30-43  
Property Address: 30 BOWOOD LN #43

Mailing Address: KRAMER HOWARD  
30 BOWOOD LN #43  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-30-66  
Property Address: 30 WILSHIRE WAY #66

Mailing Address: HILL WILLIAM M  
30 WILSHIRE WAY #66  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-31-20  
Property Address: 31 AVEBURY LN #20

Mailing Address: HARRIS JANE A TR  
31 AVEBURY LN #20  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-31-44  
Property Address: 31 BOWOOD LN #44

Mailing Address: HAMILTON HELEN E TR  
31 BOWOOD LN #44  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-3-30  
Property Address: 3 AVEBURY LN #30

Mailing Address: MAILLET ALDERICE  
3 AVEBURY LN #30  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-33-19  
Property Address: 33 AVEBURY LN #19

Mailing Address: DARSCH CHARLES  
33 AVEBURY LN #19  
MARLBOROUGH, MA 01752



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## 400 foot Abutters List Report

Marlborough, MA  
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Parcel Number: 29-1  
CAMA Number: 29-1-34-67  
Property Address: 34 WILSHIRE WAY #67

Mailing Address: ONEILL MICHAEL J TR  
34 WILSHIRE WAY #67  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-3-54  
Property Address: 3 BOWOOD LN #54

Mailing Address: OShea CHRISTINE M TR  
3 BOWOOD LN #54  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-36-68  
Property Address: 36 WILSHIRE WAY #68

Mailing Address: NUSSBAUM ALAN W  
36 WILSHIRE WAY #68  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-3-7  
Property Address: 3 BRADFORD CIR #7

Mailing Address: LODI RICHARD A  
3 BRADFORD CIR #7  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-37-10  
Property Address: 37 WILSHIRE WAY #10

Mailing Address: MCKENNA JAMES P TR  
37 WILSHIRE WAY #10  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-37-18  
Property Address: 37 AVEBURY LN #18

Mailing Address: SOLO LEONARD J TR  
37 AVEBURY LN #18  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-38-69  
Property Address: 38 WILSHIRE WAY #69

Mailing Address: BRADLEE FREDERICK A  
38 WILSHIRE WAY #69  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-39-17  
Property Address: 39 AVEBURY LN #17

Mailing Address: NAIGLES DAVID HOWARD  
39 AVEBURY LN #17  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-39-9  
Property Address: 39 WILSHIRE WAY #9

Mailing Address: NELSON KAREN J TR  
39 WILSHIRE WAY #9  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-41-16  
Property Address: 41 AVEBURY LN #16

Mailing Address: MILKOWSKI GARY R  
41 AVEBURY LN #16  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-4-33  
Property Address: 4 BOWOOD LN #33

Mailing Address: MANTEIGA WILLARD A  
4 BOWOOD LN #33  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-4-56  
Property Address: 4 WILSHIRE WAY #56

Mailing Address: ZAKRZEWSKI JOHN E  
4 WILSHIRE WAY #56  
MARLBOROUGH, MA 01752



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## 400 foot Abutters List Report

Marlborough, MA  
May 13, 2019

Parcel Number: 29-1  
CAMA Number: 29-1-5-53  
Property Address: 5 BOWOOD LN #53

Mailing Address: BOLAND WAYNE D  
5 BOWOOD LN #53  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-6-34  
Property Address: 6 BOWOOD LN #34

Mailing Address: NORRIS JOHN L  
6 BOWOOD LN #34  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-6-57  
Property Address: 6 WILSHIRE WAY #57

Mailing Address: MARSHALL PATRICIA O TR  
6 WILSHIRE WAY #57  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-7-15  
Property Address: 7 WILSHIRE WAY #15

Mailing Address: LACROIX DENNIS  
7 WILSHIRE WAY #15  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-7-29  
Property Address: 7 AVEBURY LN #29

Mailing Address: JACKSON STEPHEN R  
7 AVEBURY LN #29  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-7-6  
Property Address: 7 BRADFORD CIR #6

Mailing Address: FULLERTON GAIL AMES TR  
7 BRADFORD CIR #6  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-9-14  
Property Address: 9 WILSHIRE WAY #14

Mailing Address: MULA SEBASTIAN  
9 WILSHIRE WAY #14  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-9-28  
Property Address: 9 AVEBURY LN #28

Mailing Address: NISHANIAN PETER  
9 AVEBURY LN #28  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-9-5  
Property Address: 9 BRADFORD CIR #5

Mailing Address: ALLEN RICHARD  
9 BRADFORD CIR #5  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-9-52  
Property Address: 9 BOWOOD LN #52

Mailing Address: WANG LI YAN  
9 BOWOOD LN #52  
MARLBOROUGH, MA 01752

Parcel Number: 29-1  
CAMA Number: 29-1-CM-  
Property Address: 0 BRADFORD CIR

Mailing Address: REGENCY AT ASSABET RIDGE  
CONDOMINIUMS  
250 GIBRALTAR RD  
HORSHAM, PA 19044



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## SPECIAL PERMIT-SUMMARY IMPACT STATEMENT

**Applicant's Name:** Cameron General Contractors      **Address:** c/o Robinson & Cole LLP, One Boston Place, Boston MA 02108

**Project Name:** Pleasant Hill Retirement Community      **Address:** 90 Crowley Drive

1. **PROPOSED USE: (describe):** Senior Independent Living Multifamily Community in one ±3-story building of 130 units, with 143 parking spaces.

2. **EXPANSION OR NEW:** New

3. **SIZE: floor area sq. ft.** ±182,000      **1<sup>st</sup> floor** ±66,667      **all floors** ±182,000

**# buildings** One      **# stories** 3      **lot area (s.f.)** ±512,323

4. **LOT COVERAGE:** 34%      **%Landscaped area:** 51.2 %

5. **POPULATION ON SITE: Number of people expected on site at any time:**

**Normal:** ±160      **Peak period:** ±175

6. **TRAFFIC:**

(A) **Number of vehicles parked on site:**

**During regular hours:** ±82      **Peak period:** ±96

(B) **How many service vehicles will service the development and on what schedule?**

Average: One service vehicle per weekday (trash pickup or food service) between the hours of 7:00 a.m. and 5:00 p.m.

7. **LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property?**

All lighting fixtures will be standard, full cutoff, and will comply with the City Code so light does not leave the property and overflow on to abutting property.

8. **NOISE:**

(A) **Compare the noise levels of the proposed development to those that exist in the area now.**  
Same.

(B) **Describe any major sources of noise generation in the proposed development and include their usual times of operation**

One generator for emergency services in the event of loss of power —tested for 15 minutes once per month (noise level: 80 decibels). Generator is fully enclosed in masonry structure to minimize noise and screen it from visibility.



9. **AIR: What sources of potential air pollution will exist at the development?** None

10. **WATER AND SEWER: Describe any unusual generation of waste.**

None. The City water and sewer systems have the capacity to accommodate the proposed development.  
(See email (9-11-18) from City Engineer, Thomas DiPersio, attached)

11. **HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed?**

None.

**\*Attach additional sheets if necessary**

**Blaesser, Brian W.**

---

**From:** Thomas DiPersio <tdipersio@marlborough-ma.gov>  
**Sent:** Tuesday, September 11, 2018 3:07 PM  
**To:** Blaesser, Brian W.  
**Cc:** City Council; Joe Delano; Krista Holmi  
**Subject:** RE: Special Permit - Special Studies: Utilities and Services

Mr. Blaesser,

With respect to the Special Permit Application at 90 Crowley Drive, and the requirement for the applicant to provide "a study of the ability of public utilities and service to accommodate the development", I offer the following:

- Connections to municipal water and sewer systems are available in Crowley Drive at the site, and there are no known issues with this infrastructure. The City water and sewer systems have the capacity to accommodate the proposed development.
- Crowley Drive is a private roadway. The City does not maintain the roadway or the drainage infrastructure.

Please contact me with any other questions.

Thank you,

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

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



**From:** Blaesser, Brian W. <[bblaesser@rc.com](mailto:bblaesser@rc.com)>  
**Sent:** Thursday, September 6, 2018 5:41 PM  
**To:** Thomas DiPersio <[tdipersio@marlborough-ma.gov](mailto:tdipersio@marlborough-ma.gov)>  
**Subject:** Special Permit - Special Studies: Utilities and Services

Dear Mr. DiPersio,

I represent the purchaser of the parcel at 90 Crowley Drive, for which I plan to submit a special permit development application. One of the special permit application requirements is "a study of the ability of public utilities and services to accommodate the development."

I am wondering if you have an example of this type of study, or guidelines for what you are looking for in such a study.

If you have something you can email me, that would be great. Or, if you prefer, I can call you to discuss further.

Thank you for your attention to my request.

Sincerely,

Brian

**Brian W. Blaesser, CRE, LEED AP**

Robinson & Cole LLP  
One Boston Place, 25th floor  
Boston, MA 02108  
Direct 617.557.5970 | Fax 617.557.5999  
[bblaesser@rc.com](mailto:bblaesser@rc.com) | [www.rc.com](http://www.rc.com)  
[Bio](#) | [Contact Card](#)

---

## **Robinson+Cole**

Boston | Hartford | New York | Providence | Stamford  
Albany | Los Angeles | Miami | New London

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**CITY OF MARLBOROUGH  
MARLBOROUGH, MASSACHUSETTS 01752**

City Hall  
140 Main St.  
Marlborough, Massachusetts 01752  
Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

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

**SPECIAL PERMIT APPLICATION  
CERTIFICATION BY PLANNING DEPARTMENT**

Project Name: Pleasant Hill Retirement Community

Project Use Summary: Senior Independent Living Multifamily Community

Project Street Address: 90 Crowley Drive

Plate: 15

Parcel: 23

Plate: 15

Parcel: 22 (Portion)

Applicant/Developer Name: Cameron General Contractors

Plan Date: 5-15-19

Revision Date:

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,

Jeffrey K. Cooke  
Acting Director of Planning

**Application Fee to submit to  
City Clerk's office**

3475<sup>00</sup>  
\$X



**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**

**Lisa M. Thomas  
City Clerk**

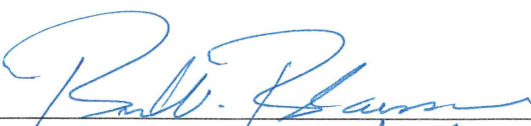
Dear Applicant,

To ensure that each department listed below receives a copy of your completed Special Permit application, please hand-deliver to each department as instructions indicate below.

**PLACE A CHECK-MARK AFTER HAND-DELIVERING THE APPLICATION TO THE FOLLOWING DEPARTMENTS AND SIGN YOUR NAME & DATE IT ACCORDINGLY. MAKE SURE THIS PAGE IS SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH THE COMPLETED APPLICATION. THE CITY CLERK'S OFFICE WILL NOT ACCEPT THE APPLICATION WITHOUT THE SIGNATURE OF THE APPLICANT OR PETITIONER AS INDICATED BELOW.**

1 SET	POLICE CHIEF	<input checked="" type="checkbox"/>
1 SET	FIRE CHIEF	<input checked="" type="checkbox"/>
1 SET	CITY ENGINEER	<input checked="" type="checkbox"/>
1 SET	DIRECTOR OF PLANNING	<input checked="" type="checkbox"/>
1 SET	CONSERVATION OFFICER (IF WETLANDS AFFECTED)	<input checked="" type="checkbox"/>
1 SET	BUILDING COMMISSIONER	<input checked="" type="checkbox"/>
12 SETS	OFFICE OF THE CITY COUNCIL	<input checked="" type="checkbox"/>
3 SETS	OFFICE OF THE CITY CLERK	<input checked="" type="checkbox"/>

(**MUST be Original** & 2 Complete Sets)

  
Signature Attorney for Applicant

5-29-19  
Date

Thank you for your cooperation in this matter.

Sincerely,

*Lisa M. Thomas*  
City Clerk





**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**

**Lisa M. Thomas  
City Clerk**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Municipal tax returns and paid all Municipal taxes required under law.

**Company Name**

First Colony Drive ONE, LLC (90 crowley Drive)

**Owner Name/Officer Name of LLC or Corporation**

Joe Della Priscoli

**Owner/Officer Complete Address and Telephone Number**

P.O. Box 952

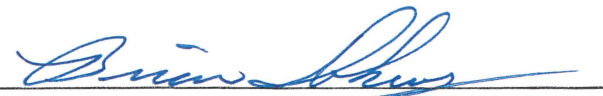
Carver, MA 02330

Tele: 508- 866- 8190

**Signature of Applicant**

**Attorney on behalf of Applicant, if applicable**

The Special Permit Package will not be accepted unless this certification clause is signed by the applicant and the Tax Collector.

  
**Tax Collector** Treasurer



**City of Marlborough, Massachusetts**  
**CITY CLERK DEPARTMENT**

**Lisa M. Thomas**  
**City Clerk**

I certify under the penalties of perjury that I, to my best knowledge and belief, have filed all Municipal tax returns and paid all Municipal taxes required under law.

Company Name

92 Crowley Drive, LLC (92 Crowley Drive)

Owner Name/Officer Name of LLC or Corporation

Jan Dell Priscoli

Owner/Officer Complete Address and Telephone Number

P.O. Box 952

Carver, MA. 02330

Tele: 508-866-8190

Signature of Applicant

Attorney on behalf of Applicant, if applicable

The Special Permit Package will not be accepted unless this certification clause is signed by the applicant and the Tax Collector.

  
Tax Collector Treasurer



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

## Call to Order

**April 23, 2019**

1. Chairman Vigeant called the regular meeting of the Marlborough School Committee to order at 7:30 pm at the District Education Center, 17 Washington Street, Marlborough, MA. Members present included Mr. McLaughlin, Mrs. Matthews, Mrs. Bodin-Hettinger, Mrs. Ryan, Mrs. Hennessy and Mr. Geary.

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

In attendance were, Student Representative Timothy Goliger and Administrative Support Christine Martinelli.

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

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

- A. **Richer School Green Screen Presentation (GSP)** – Richer Learning Center teacher, Jennifer Smith and Instructional Technology Specialist, Nancy Marrese spoke briefly about the schools Green Screen Presentations and showed a short clip the students produced, before introducing the 9, 3<sup>rd</sup> grade students involved in the production. GSP was started when the Student Council and Administration wanted to get their student leader's messages beyond just the third grade, and to the entire school. They now have incorporated a newscast and a talk show, *Richer Talks and Rocks*. The Richer students each spoke briefly about their role in GSP and how to use a green screen to create their presentations.

Superintendent Bergeron informed the parents that they can share this presentation with their families, when it is posted on the MPS website later this week.

Mrs. Hennessy asked if any of the students have created a video or done anything like this before. And she suggested they could be ambassadors to other elementary schools to do something similar at their schools.

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**B. Music Department Update** — Jonathan Rosenthal, Director of the Music Department, gave the School Committee a quick update on this year's many Music Department accomplishments throughout the district, PreK – 12 schools. He also shared dates of upcoming music events and then 3 high school students shared the highlights from their April 11 – 16 music trip to Washington, DC.

Mrs. Hennessy asked the students what role they feel music is playing in their lives outside of the classes they take, and do they see themselves continuing with music in their future.

Tim Goliger shared his thoughts, who as a senior, has enjoyed 4 years in the MHS Music Department. He believes for himself and others in music, it is first about the experiences that you have with the people, and the journey, that comes first, music is second. He said, it's not about being perfect, it's about growing and learning.

Mrs. Hennessy added an upcoming music event Mr. Rosenthal had forgotten to mention, Spring Sing, May 17.

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

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

#### **6. Superintendents Report**

**Destination Imagination (DI)**, is an after-school program to engage our students beyond the school day. In the existing budget, the district will be able to field at least 3 teams for this program, which can begin next year at the Elementary level. If this is successful next year, there could still be enough funding in the budgets to double the program going into FY21.

**MCAS is Underway** — Superintendent Bergeron thanked the entire MPS staff for their dedication and perseverance throughout the multiple testing seasons MPS's encounters each year.

**Workshop** — The School Committee is all set to meet on May 21 to continue their collective work on goals. The summer date for the second meeting will be set in May.

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# Marlborough Public Schools

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## **School Committee**

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**Reminder** – April 25 – MHS Spring Concert, 7 pm – 9 pm

**Reminder** – April 27 – Project Clean Sweep, 9 am – 12 pm

**Reminder** – May 3 – All City Jazz Night, 7 pm – 9 pm

**Reminder** – May 3 – Special Olympics, Bowditch Field in Framingham, 10 am – 1 pm

**Reminder** – May 9 – All City Strings, 7 pm – 9 pm

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

1. **Facilities Update** – During April vacation, Facilities completed the following upgrades: Richer Elementary, an upgrade of the fire alarm system, and installed new window screens. Jaworek Elementary, the camera work was completed.
2. **Food Services Update** - Before the start of April vacation, Kane and Jaworek Elementary hosted '*Taste the Rainbow*', with positive feedback from all the students. Richer Elementary will host a similar event this week.

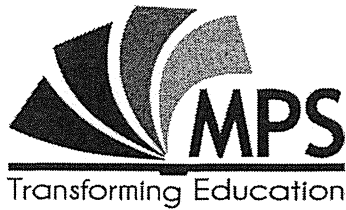
Food Service Director, Jenna Janson, met with MHS student representatives, who will be providing her with important student feedback, for the development of next year's menu.

Cafeteria Balances – there is a negative balance of -\$3,820 as of 4/17/19, compared to a negative balance of -\$2,665 at the same period last year. The food service department and school administrators continue to communicate with families who have a balance and to ensure they are aware of the free & reduced lunch program.

3. MPS's Registration and Data office, have been working together to implement an electronic registration software. This will expedite the registration process and be more convenient to families. The goal is to go live with this new process before the end of the FY19 school year.

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# Marlborough Public Schools

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4. On April 19, the RFP for Before/After School Programming was made available to vendors. It is a qualifications-based procurement, with proposals due back on May 10. This document can be reviewed on the City of Marlborough's Procurement website: [www.marlborough-ma.gov/bids](http://www.marlborough-ma.gov/bids).

## 7. Acceptance of Minutes:

### A. Minutes of April 9, 2019 School Committee Meeting

Motion made by Mrs. Matthews, seconded by Chairman Vigeant, to accept the School Committee minutes of April 9, 2019.

Motion passed 7-0-0.

## 8. Public Participation: None

## 9. Action Items/Reports:

### A. FY19 Operating Budget Transfers

Mr. Dias is recommending transfers within the FY19 operating budget. The monies are being transferred for balance purposes. A motion was made by Mrs. Matthews, seconded by Chairman Vigeant, to approve the FY19 Operating Budget Transfers.

Motion passed 7-0-0.

Mrs. Hennessy asked a clarifying question regarding the money needed and budgeted for officiating, and if there will be changes to planning out the money for this.

### B. Acceptance of Donations and Gifts

**Donor's Choose, Maker Space Classroom** donation of \$508.00 to Whitcomb School, for purchasing books for teacher Lane Hammond's 5<sup>th</sup> grade classroom book club. A motion was made by Mrs. Matthews, seconded by Chairman Vigeant, to accept with gratitude the donation from Donor's Choose.

Motion passed 7-0-0.

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# Marlborough Public Schools

*School Committee*  
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**FY19 Title III 186 Immigrant Grant Department of Elementary & Secondary Education** Marlborough Public School District applied for and was approved for this grant of \$89,694. A motion was made by Mrs. Matthews, seconded by Chairman Vigeant, to accept with gratitude the FY19 Title III 186 Immigration Grant from D.E.S.E.  
Motion passed 7-o-o.

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

Mrs. Hennessy announced that on April 25, there is a Policy Subcommittee meeting, and another one in May. She asked that School Committee members let her know if there is anything they believe needs to be addressed at these upcoming policy meetings.

Mrs. Matthews informed the committee that negotiations continue with the custodians.

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

Mrs. Ryan pointed out that the 5<sup>th</sup> grade incoming parent's meeting has one date in the calendar, but some parents have a different date. She would like flyers and more information given out to parents for this important upcoming meeting.

Mrs. Matthews will review the warrant and sign it.

## **12. Adjournment:**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 8:11 pm. Motion passed 7-o-o.

Respectfully submitted,

Heidi Matthews  
Secretary, Marlborough School Committee

HM/cm  
Approved May 28, 2019

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# Marlborough Public Schools

## **School Committee**

17 Washington Street, Marlborough, MA 01752  
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## **Call to Order**

**May 14, 2019**

1. Chairman Vigeant called the regular meeting of the Marlborough School Committee to order at 7:30 pm at the District Education Center, 17 Washington Street, Marlborough, MA. Members present included Mr. McLaughlin, Mrs. Matthews, Mrs. Bodin-Hettinger, Mrs. Ryan, Mrs. Hennessy and Mr. Geary.

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

In attendance were MEA Representative Rupal Patel, Student Representative Timothy Goliger and Administrative Support Christine Martinelli.

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

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

3. **Presentation:**

- A. **Special Olympics Presentation**

Early Childhood Center Director Andy Bernabei spoke about the annual Special Olympics that MPS participates in each year. On March 28, the ECC PreK students attended a separate one, where they participated in a variety of activities at the Special Olympic facility in Marlborough. On May 3, students in grades K – 12 participated in activities with students from other school districts in the annual Metrowest Special Olympics, at Bowditch Field in Framingham. High School teacher Brian Ziman thanked the district and staff for their support, and all the students who participated. Whitcomb School teacher Kristen Chevalier presented a slide show of the day. After the presentation some of the students who participated in the Special Olympics came up for a picture with the Superintendent and other administrators.

Mrs. Hennessy thanked everyone for the amazing job organizing and participating in the Special Olympics. She complimented all the staff and students on how impressive they all were throughout the day, taking the extra step to make it such a success and so fun, it was a wonderful day.

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Mrs. Murphy shared with the parents to go to MPS website and the School Committee link, where they could view the Special Olympics presentation and slide show.

## **B. MHS Student Advisory Update**

The Student Advisory Committee updates the School Committee on the various activities at MHS.

Allison Lucas, 10<sup>th</sup> grade – spoke about the Sports Waiver that allows a student to waive out of a PE class if the student participates in a school sport. This waiver was taken away a few years ago and Miss Lucas would like it brought back. She suggested it could be called a Wellness Waiver. The State law requires students to be educated in health-related issues and Allison's idea is for coaches to give out packets on such subjects as nutrition and chemical health. This way the students who do not take Wellness classes will still be fulfilling the state requirement.

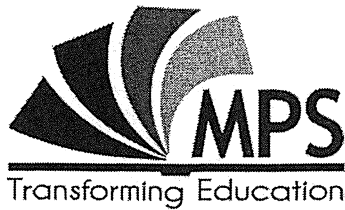
Mrs. Bodin-Hettinger commented that the School Committee has had a lot of debates about this topic. She said it is important to do the right thing and follow state regulations, but she agrees that they should look at it and discuss again. Mrs. Bodin-Hettinger also invited Allison to come talk to the policy subcommittee when they meet to discuss it.

Mrs. Hennessy agreed there have been several discussions about a Sports Waiver and wanting to make sure it is a healthy discussion about the benefits, reasons why and data points when discussing this topic with Administration and making sure we are meeting the Mass Core requirements. Mrs. Hennessy wants to do it the right way and have students be part of the discussion in finding a solution to this.

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# Marlborough Public Schools

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## **School Committee**

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Alicia Bibi, 11<sup>th</sup> grade – Taylor’s Message - over the last few months speakers have come to MHS to talk with students about the harms of drinking and drug use. One of the speakers was a mother who lost her daughter Taylor to binge drinking after a Home Coming game. The mother shared Taylor’s Message about alcohol awareness, underage binge drinking, choices and consequences and how to be a better friend. Alicia believes more speakers like this would help high school students, especially near prom time. These presentations help spread awareness and students are affected by it which leads to discussions later among themselves.

The Superintendent thanked the Alliance for Prevention and Kathy Leonard for putting this on and he thanked the Mayor and his team for finding the funds to bring this speaker to MHS.

Chairman Vigeant said the whole intent is to get information and education out there and that is why we need to get more programs into the school.

Mrs. Hennessy asked Alicia if, as a Junior class officer, she and other class officers could come up with topics that could be beneficial and that the students want to hear about and would be effective.

### **C. MHS Chinatown Presentation (this item was moved up to be the first Presentation)**

Marlborough High School Mandarin Chinese teacher, Xiaoshu Jing, spoke to the School Committee about her Level 4 Mandarin Class students April 10<sup>th</sup> field trip to Chinatown. She spoke of how this trip is related to what the students have learned in class to real life experiences. After, one of her students, Kathleen Binkewicz, shared her firsthand experience of this trip and how it allowed the students to experience Chinese language both culturally and linguistically. While speaking she shared slides and a video of their field trip to Chinatown and the many places they visited.

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

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

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# Marlborough Public Schools

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## 6. Superintendents Report

1. **Latin Exam Celebration** - Whitcomb 8<sup>th</sup> graders took the National Latin Exam, an exam given internationally to students taking Latin. 75% of the Whitcomb students taking the exam received recognition for their performance. Four received gold medals, seven received silver, and eleven received honorable mention certificates.
2. **Teacher Appreciation Week** – The Superintendent thanked Mayor Vigeant, the School Committee, the PTO's and individuals and businesses that helped provide a special treat to MPS staff last week.

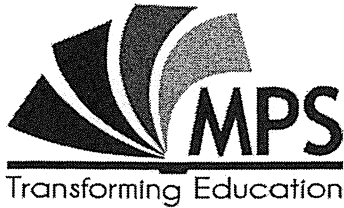
The Superintendent attended the MHS Fashion Show on May 1, and said it was a highlight for him this year, exclaiming it was a fantastic show. He thanked teacher Roberta Garcia Collins for the well put together show and, all the students, who displayed their artistic talent and creativity. School Committee member Earl Geary was one of the evening's models, wearing a shirt his daughter made for him. He also wore it at tonight's School Committee meeting.

3. **Reminder – May 16 – Masonic Teacher of the Year**
4. **Reminder – May 20 – Tri-M Induction Ceremony**
5. **Reminder – May 21 – School Committee Workshop**
6. **Reminder – May 22 – National Art Honor Society and Show**
7. **Reminder – May 23 – National Honor Society**
8. **Reminder – May 29 – 7<sup>th</sup> and 8<sup>th</sup> Grade Concert**
9. **Reminder – May 30 – National Junior Honor Society**

Timothy Goliger reminded that May 17 is the Spring Sing Concert at Whitcomb School at 7:00 pm.

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# Marlborough Public Schools

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

### **Curriculum Updates**

**History and Social Science Curriculum Framework Implementation** – At the secondary level, teams have been gearing up for the 2019 – 2020 implementation of the new history and social science frameworks the Massachusetts Board of Education voted to adopt in June 2018. Some of the highlights can be found in the School Committee packet of May 14, 2019; Assistant Superintendent of Teaching & Learning Report.

At the elementary level the district is participating in a curriculum development grant with Stoneham, Burlington and Woburn. The focus of this work is on civic identity and how democracy works. Each new curriculum module is combined with built in, on demand virtual PD for teachers to support each module.

**Elementary Science** – The elementary schools have been focusing on the elementary science curriculum. Lead teachers at each school and grade level, have been working with members of the Marlborough STEM Integration Team. And, the K-4 principals have been creating consistent schedules with increased content time for both science and social studies.

**Restructuring RTI to Meet All Learners** – An invitation was extended to members of the School Committee to see the new flexible grouping RTI model in action at Jaworek School during “Power Hour” that begins at 9:45 every day through the end of the month.

**7. Acceptance of Minutes: None**

**8. Public Participation: None**

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

### **A. FY20 School Choice**

Mr. Bergeron gave his opinion, as the Superintendent, on School Choice. He stated that at this time he could not support it and currently thinks the district does not have the ability to offer school choice in grades K -8, due to enrollment concerns. He recommended to the committee, not to open School Choice this coming year, but as each year changes, be open to a discussion. To learn all of Superintendent Bergeron's opinion of School Choice, go to MPS website; May 14 School Committee video.

Mr. McLaughlin asked a clarifying question about K-8 and the High School, if this was all inclusive for School Choice.

Chairman Vigeant talked about the great programs MPS has to offer and School Choice could take away from the students we currently have who benefit from these programs.

A motion was made by Mrs. Matthews, not to support School Choice for the 2019-2020 school year, seconded by Chairman Vigeant, to accept the Superintendents recommendation to not accept School Choice.

Motion passed 7-0-0.

### **B. Policy for Removal**

Mrs. Hennessy made a motion for removal of Policy; #3.510, Administration in Policy Absence, as there is a duplicate policy #2.610, for the same thing. She suggested keeping it for now, as a first read, and for members to go back and understand the reasoning why it is for removal.

## **C. Policies for First Read**

Mrs. Hennessy read the remaining fourteen policies for First Read and asked the committee to contact her if they had any questions. These policies will be voted on at the next School Committee meeting.

1. #2.224 Student Representative on Committee
2. #2.260 Code of Ethics
3. #2.442 Order of Business
4. #2.442.5 Members' Forum
5. #2.442.6 School Committee Discussion/Directives
6. #2.442.7 Minutes
7. #2.442.8 Action Items/Reports
8. #2.442.9 Reports of School Committee Sub-Committees
9. #2.443 Quorum
10. #2.444 Voting Method
11. #2.900 Committee Legislative Involvement
12. #2.950 Membership in Associations
13. #6.600 Drug/Alcohol Free Workplace
14. #6.620 Tobacco Free Policy

Mrs. Hennessy acknowledged there was a lot of material to go over and requests if the School Committee finds errors of any kind, let her know so she can make corrections.

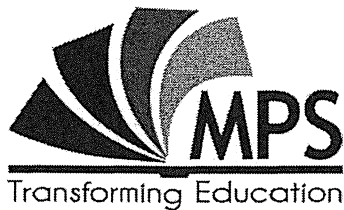
## **D. Acceptance of Donations and Gifts**

**Follet Consignment Buy-Back Program**, paid Richer Elementary \$48.48 and Kane Elementary \$38.18 for student activities. A motion was made by Mrs. Matthews and seconded by Chairman Vigeant, to accept with gratitude the donations from Follet.

Motion passed 7-0-0.

**Donor's Choice**, donated \$388.90 to Whitcomb School, Kelly Hall's Technology classroom. A motion was made by Mrs. Matthews and seconded by Chairman Vigeant, to accept with gratitude the donation from Donor's Choice.

Motion passed 7-0-0.



# Marlborough Public Schools

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**School Committee**  
17 Washington Street, Marlborough, MA 01752  
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## **10. Reports of School Committee Sub-Committees:**

Mrs. Hennessy reminded the committee there was a Policy Subcommittee meeting May 15 to finish Chapter 2 and begin Chapter 3.

Mrs. Matthews reported the Negotiating Subcommittee has come to a tentative three-year term agreement with the custodians, pending ratification.

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

On May 1, Mrs. Bodin-Hettinger participated in Massachusetts Association of School Committees (MASC's) Day on the Hill, where School Committee members from around the state go to Boston and meet with legislators on topics important to education. Mrs. Bodin-Hettinger also asked if anyone might be interested in being on the Resolutions Committee June 27, in Marlborough.

Mrs. Hennessy reminded everyone to attend Spring Sing Concert, May 17 at Whitcomb School at 7:00. It is a great concert and other groups and towns are performing as well.

Chairman Vigeant reported that Mr. Bergeron and Mr. Dias attended the City Council's Finance Committee budget hearing with him May 9. The School Committee budget was approved unanimously.

Mrs. Matthews has reviewed the warrant and will sign it.

## **12. Adjournment:**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 8:30 pm. Motion passed 7-0-0.

Respectfully submitted,

Heidi Matthews  
Secretary, Marlborough School Committee

HM/cm  
Approved May 28, 2019

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MARLBOROUGH COMMISSION ON DISABILITIES

MINUTES FOR MEETING APRIL 9, 2019  
MAYOR'S CONFERENCE ROOM 4<sup>TH</sup> FLOOR  
CITY HALL

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

MEETING CALLED TO ORDER AT 4:03

MINUTES READ: MOTION TO ACCEPT PASSES 4 TO 0.

TREASURER REPORT: \$4,836.22. MOTION TO ACCEPT  
PASSES 5 TO 0.

OLD BUSINESS

- DEBRA & JOHN ATTENDED A RACE AMITY MEETING. RACE AMITY OCCURS ANNUALLY ON THE 2<sup>ND</sup> SUNDAY IN JUNE. THIS YEAR IT WILL BE JUNE 9, 2019. WE SPOKE WITH THE PLANNERS ON HOW TO INCLUDE PEOPLE WITH DISABILITIES IN THE CELEBRATION.

NEW BUSINESS

- A FAMILY WITH A CHILD WITH A DISABILITY WENT TO THE APEX CENTER TO BOWL. THEY WERE TOLD OVER THE PHONE THE LANES WERE WHEELCHAIR ACCESSIBLE. HOWEVER, THE SCORING TABLES ARE BOLTED TO THE FLOOR,



MAKING WHEELCHAIR ACCESS TO THE LANES  
IMPOSSIBLE.

- SUMMER CAMP SCHOLARSHIPS FOR 2019.

MOTION TO APPROVE \$3,000.00. ACCEPTED 6 TO 0.

MEETING ADJOURN @ 5:03 PM.

NEXT MEETING WILL BE MAY 7, 2019 AT 4:00 PM, CITY  
HALL IN THE MAYOR'S CONFERENCE ROOM ON THE  
4<sup>TH</sup> FLOOR.

RESPECTFULLY SUBMITTED,  
DEBRA MCMANUS

**CITY OF MARLBOROUGH  
CONSERVATION COMMISSION**

**Minutes**

**April 4, 2019 (Thursday)**

**Marlborough City Hall – 3<sup>rd</sup> Floor, Memorial Hall**

**7:00 PM**

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

**Absent:** Edward Clancy and Allan White

**Acceptance of Minutes:** The minutes of March 21, 2019 were reviewed and unanimously approved 5-0.

**Public Hearings:**

**Request for Determination of Applicability**

**130 Lizotte Dr. – Comcast Co.**

David Flewelling from Dewsnap Engineering Associates LLP representing Comcast was present and explained that his company is proposing to install conduit and four vaults from 46 Lizotte Dr. to 130 Lizotte Dr. which is the end of the road. Some work is within the buffer zone and riverfront area to Millham Brook. Erosion controls will be installed prior to work along the work area. Catch basins will be protected with inlet controls. The work will be performed in the roadway shoulder. They are aware that there are power and telephone utilities in the roadway which will be marked by dig safe. They will lay a conduit, any excess material from the trench will be removed from the site. The vaults are a bit larger and have been located outside of the 100' buffer zone. They expect to start work in May and it should take about a week. After a brief discussion about other utilities in the roadway, the hearing was closed. The Commission voted unanimously 5-0 to issue a negative determination with standard conditions.

**Request for Determination of Applicability**

**488 Farm Rd. - Luis Torres**

Luis Torres was present and explained that he wants to clear invasive plant vegetation and plant trees and shrubs and add a shed and fence within the Riverfront Area and buffer zone of Mowry Brook. He provided the Commission with photographs of his yard and identified the location of the items he wants to add. These included: adding fruit trees along the edge of the river, removing invasive plants along the bank, adding two sheds, a fence and extending the driveway. The Commission discussed the Riverfront area requirements and the need to have vegetation along the bank of the brook to stabilize the bank. After some discussion, it was agreed that a planting plan for the bank would be required. Mr. Torres will work with Ms. Ryder to come up with a plan. The Commission decided a site visit was needed and set Tuesday April 9 at 4:00 PM as the time for the site visit. The hearing was continued to the next meeting on April 18<sup>th</sup>.

## **Request for Determination of Applicability**

### **431 Bolton St. – Marlboro High School - The City of Marlborough DPW**

Meg Mazinski of Activitas was present representing the city, she explained that the city is proposing to renovate the existing soft ball field by installing an infilled synthetic turf field system on Poirier Dr. next to wetlands. The wetlands had been delineated and is on two sides of the field. The field will only encroach a small amount on the edge of the 100' wetland buffer zone. The design includes an extensive drainage system which is part of the turf field. There will be two outlet flared ends which will have rip rap to dissipate flows. The side ditch between the field and the skating rink were determined not to be wetland, this area will be maintained to allow for the water to continue to drain along this edge. The area of disturbance will be over one acre therefore a SWPPP and EPA construction permit will be needed.

Some tree clearing along the fence line is needed – two trees on the side and two trees along the back are covered with bittersweet and need to be removed. Other branches that are overhanging the field need to be trimmed back. They will be adding a new dug out areas and accessible walkway to the fields. New trees will be added along Poirier Dr. to replace the trees that need to be removed to allow for the slope grading. They will maintain a 6' wide area behind the fence to allow for mowing and weed removal around the fence. Lots of material and top soil will be removed from the site, most likely to the evergreen cemetery. No stockpile of materials is proposed on site. The Commission discussed the ditch, the flared end detail which needs to show grading, soil borings and the fact that this area was filled, so they might find some big rocks. After some discussion the Commission voted unanimously 5-0 to approve the project with the following conditions: 1) trees along Poirier Dr. must be replace, 2) the two outlet structures must be field located and inspected prior to installation, they must extend down the slope far enough to avoid any erosion, 3) tree trimming and removal to allow for a 6' wide clearing behind the fence is acceptable; 4) straw wattles and silt fence should be the erosion controls, these along with the normal standard conditions about notification when work begins and ends.

## **Notice of Intent (Continued) – Review draft Order of Conditions) DEP 212-1202**

### **186 Reservoir St. – Fabriana Menezes**

Robson Oliveira was present representing the owner. As required at the previous meeting, he provided a revised plan that was dated 4-1-19 showing ONLY the deck, patio and propane tank location. No addition is proposed at this time. The Commission asked if the gas line crossing the sewer line was an issue. Ms. Ryder noted that was likely a plumbing inspector or engineering question. Patio blocks that are pervious will be used, silt fencing and erosion controls need to be reestablished and in place until everything is stabilized. After some discussion, the hearing was closed. The Commission then reviewed the draft conditions and voted unanimously 5-0 to issue the Order of Conditions as drafted and amended.

### Discussion:

- Lake Williams clearing – wetland violation notice - Ted Scott, Justin DeMarco, and Tom DiPersio all from the DPW were present. Mr. DeMarco explained that the DPW had done some clearing below the beach trees off Williams St. and was attempting to remove bittersweet which was choking out some trees behind the Court House. The goal was to reveal the beach trees and add grass up to the court house. They had thought the wetland was further down the slope and inadvertently cleared some wetland areas. He explained that they are ready to do whatever restoration is needed and would like to get guidance from the Commission on what is permitted as they move forward with the project. He apologized for having made this error. He explained that the Beach Trees are susceptible to a blight and the trees on the corner have been injected to help save them. He would like to stump the area behind the beach trees and below the court house, so they can mow and maintain this area to keep the bittersweet from returning.

Ms. Ryder showed some photographs of the area and the wetland flag locations she had marked in the field. A small area of wetland was cleared, the remainder of the work was in the 50' no disturb buffer zone (Water Supply Protection District requirement) and the 100' buffer zone. Mr. Demers stated that the wetland area hasn't been grubbed and will likely grow back. He would like to see what returns before requiring new plants to be added. Mr. DeMarco noted that he can provide a long-term plan for maintenance of this area. Ms. Ryder noted that if the Court House is amenable, the trail location can be relocated, so it is more outside the wetland. Originally it was hugging the property line which was marginally wet. The Commission was in general agreement with the overall goals and noted that the area outside the 100' buffer zone can be stumped and seeded. The area within the Commission's jurisdiction needs some further review and a plan that the Commission can review and approve. A site walk was scheduled for Tuesday April 9<sup>th</sup> at 3:00 PM several members plan to attend. The meeting was continued to the next meeting.

- 159 Langelier Ln. – wetland violation - Ms. Ryder explained that the owners had requested information on a pool and upon inspection, she found that they had done lots of work in the back yard near the brook and issued the violation notice. An Notice of Intent (NOI) will be forthcoming from the owner soon. All work has stopped.

### Certificate of Compliance

- DEP 212-1179 176 Farm Rd. (never started) - Ms. Ryder noted that a new Order of Conditions was issued for a different house on this lot. This particular project was never started but needs to be cleared from the deed. The Commission voted unanimously 5-0 to issue a Full Certificate of Compliance noting that the project never started.

**Order of Conditions- Notice of change**

- DEP 212-1155 81 Dufresne Dr. (Lot 10) –Fafard Real Estate (FRE) Dev.  
Brian Hassett of Guerriere and Halnon who is working for FRE explained that they would like to make some minor changes to the back-yard grading and side yard next to the wetland. Any changes need to be reviewed and approved by the Commission. The Commission reviewed the plans they provided. Ms. Ryder had some photographs of the site. The Commission noted that the side retaining wall, if it is only 2-3', will not create a slope that can be maintained or used. They suggested terracing the slope with two walls. They also noted that the wetland marker is on the upslope side of the silt fence, which means the erosion control is "inside the 20' buffer zone". The silt fence must be adjusted. The Commission asked Mr. Hassett to make the changes to the plan for the next meeting. This item was continued to the next meeting.

**Draft Orders of Conditions:**

- 123 Felton Street – DEP 212-1209 The Commission reviewed a draft Order of conditions and made some slight changes. The Commission unanimously 5-0 approved the Order of Conditions as drafted and amended.

**Correspondence/Other Business:**


The following documents have been submitted to the Commission, they were reviewed, and the Commission voted to accept and place on file:

- Chris White - DPW – Yearly Operational Plan 2019-
- E-mail from Mark Dascoli – dated March 22, 2019 RE: Construction Season 2019

**Next Meeting** - April 18, 2019 (Thursday)

**Adjournment-** There being no further business, the meeting was adjourned at 9:12 PM.

Respectfully submitted;

  
Priscilla Ryder  
Conservation Officer



**CITY OF MARLBOROUGH  
CONSERVATION COMMISSION**

**Minutes**

**May 2, 2019 (Thursday)**

**Marlborough City Hall – 3<sup>rd</sup> Floor, Memorial Hall**

**7:00 PM**

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CITY OF MARLBOROUGH

2019 MAY 21 P 3:29

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

**Absent:** None

**Public Hearings:**

Request for Determination

Donald Lynch Blvd. - City of Marlborough - DPW

Tom DiPersio, City Engineer, explained that the city is proposing to repave and realign Donald Lynch Blvd. Including sidewalk on bridge across the Assabet River. No widening of existing pavement is proposed in buffer zone. The entire road from River Rd. to the first driveway at the mall will be milled, realigned and repaved. A sidewalk is being added to the bridge for pedestrian access. This will be fit within the existing bridge walls, some grading up to the bridge to accommodate the sidewalk and work on the bridge deck will be required. Erosion controls will be installed along the abutments as shown on the plan to prevent anything from washing into the river. There was some discussion about protection on the bridge to prevent washout into the river, which was addressed. The project has been bided on and will be done in the summer. After some additional discussion, the Commission closed the hearing and voted unanimously 7-0 to issue a negative determination with standard conditions regarding notification and erosion control inspection.

Request for Determination of Applicability (Continuation)

488 Farm Rd. - Luis Torres

Mr. Torres noted that Ms. Ryder and Ms. Paquin had visited the site after the last meeting. Based on the site visit Ms. Ryder marked up and provided a revised plan showing the areas where Mr. Torres would like to work and install a fence, extend the driveway, remove trees, bittersweet and poison ivy. Mr. Torres also explained where he'd like to plant some willow trees, blueberry bushes and garden beds as well as fruit trees. The Commission discussed the need to plant some shrubs along the bank of the brook to establish a deep root system that will help provide bank stability. They also discussed the need to remove invasive plants that will strangle the trees. After some discussion, the Commission voted unanimously 7-0 to issue negative determination with conditions that references the diagram Ms. Ryder provided and includes a list of native plants acceptable for use along the bank from which Mr. Torres can choose.

**Discussion:**

- DEP 212-1104 Sudbury Sewer Project – DPW-Next phase pre-construction discussion - Mr. DiPersio explained that based on the discovery of an existing septic system within the proposed sewer

alignment, he has made some slight changes to shift the stream crossing slightly to allow for the line to avoid the septic system. He asked the Commission how this should be addressed. The Commission discussed whether this should be a minor change, given that the Order of Conditions still covers it, but also noted that the plans have changed. They asked Ms. Ryder to check with DEP on the appropriate action to take. She will check with DEP.

- Avalon Orchards – DEP 212-831 - review Conservation Restrictions - this is not yet ready – the Commission continued this to the next meeting.
- Lake Williams – “Washington Park” – DPW – Design Proposal - Justin DeMarco of the DPW had provided a revised plan and design proposal for the area next to the court house that had been cleared. It notes where proposed turf would be planted and where they intend to add a meadow mix. The plan included Phase 1 for immediate actions and Phase 2 for long term maintenance. The Commission reviewed this and approved this design proposal with a slight edit that the wetland area which is going to be allowed to grow back be shown on the plan as well. Ms. Ryder will provide a letter to the DPW with same.
- 159 Langelier Ln. – Violation update - the owners have been in touch and have indicated they will be filing an NOI shortly.
- DEP 212-1156 85 Dufresne Dr. – Update - Ms. Ryder noted that the area had been staked, but the stakes did not match the plan, she has asked them to review again and will let everyone know when she will be going back out to inspect.
- DEP 212-1155 81 Dufresne Dr. – updated plans - Dale McKinney for Guerriere and Halnon was present. He provided a revised plan showing two walls along the wetland side of the house intended to terrace the slope in order to decrease the steep grade. They have 9' from house to the face of the wall. They have labeled the drainage pathway behind the house as requested at the last meeting. The stonewalls will be dry set and placed on crushed stone footings. Mr. Dunbar asked whether the top wall could be extended to the same length as the bottom wall to ensure the slope is achieved, as presented it is still steep. Mr. McKinney agreed to make this change to the plan. The Commission voted 7-0 to unanimously approve the plan that will be amended as noted. This was a minor change.
- Panther Trail – construction plan and update – Ms. Ryder noted that she has received 25 people and several groups who have offered to volunteer to help with the Boroughs Loop Trail/Panther Trail. Ms. Ryder and Ms. Paquin will be leading work crews on Saturdays through the end of August. The goal is to have the trail completed by October 5<sup>th</sup> for a grand opening celebration.

### **Certificate of Compliance**

- DEP 212-831 Avalon Orchards – Boston Post Rd. – Full Certificate- Continue to next meeting.
- DEP 212-964 226-238 Berlin Rd. – Berlin Farms – Full Certificate- continue to next meeting



**Emergency Certificate:**

- 638 Pleasant St. – Central Mass. Mosquito Control – Breaching of beaver dam to alleviate flooding upstream. The Commission reviewed the document and voted unanimously 7-0 to approve/ratify the Emergency Certificate issued to remove the beaver dam.
- Bolton St. roadway repair – replacement of existing culvert that was found to be collapsed when the roadway was being repaved. Ms. Ryder noted that during the repaving work the DPW discovered that the drainage pipe had collapsed, to keep on schedule with the paving work, Ms. Ryder issued an Emergency Certificate to allow this work to be done. The Commission reviewed the document and voted unanimously 7-0 to ratify the Emergency Certificate issued.

**Correspondence/Other Business:**

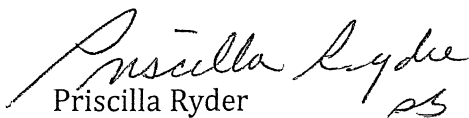
The following correspondence were reviewed, and the Commission voted to accept and place on file.

- Letter to Eagle Scout Andrew Desmarais, dated April 22, 2019 – Eagle Scout Court of Honor – from Priscilla Ryder
- Notice of Public Hearing -Town of Hudson Planning Board – April 16, 2019 - Application for Site Plan Approval for improvements at the Town Beach Recreation Area at 89 Fort Meadow Dr.
- Letter from Wood Environmental & Infrastructure Solutions, Inc. – RE: 2019 Yearly Operational Plan for Right of Way Management CSX Transportation, Inc.

**Next Meeting** - May 16, 2019 (Thursday)

**Adjournment** - There being no further business, the meeting was adjourned at 8:15 PM.

Respectfully submitted,

  
Priscilla Ryder  
Conservation Officer

**CITY OF MARLBOROUGH MEETING MINUTES**

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CITY OF MARLBOROUGH

2019 MAY 28 A 11: 50

**MEETING:** Council on Aging Board of Directors Meeting

**DATE:** April 9, 2019

**TIME:** 8:30 A.M.

**LOCATION:** Sr. Center Conference Rm, 40 New Street, Marlborough, MA

**ATTENDANCE:** Joseph Bisol, Richard Collins, Jim Confrey, Brenda Costa, Richard Cygan, Judy Kane, Jeanne McGeough, Mike Ossing, Trish Pope

**EXCUSED:** Leslie Biggar, Pat Gallier, Marie Elwood

- I. CALL TO ORDER
- II. MARCH 12, 2019 MINUTES - Approved
- III. DIRECTOR'S UPDATE – Trish Pope

Yoga and bingo are now back upstairs.

The yoga lottery starts today and names will be pulled next Wednesday.

The budget meeting with the Mayor is tomorrow.

The Time Out memory cafe has outgrown Welly's. Trish is looking for another venue.

The Friends of the Marlborough Seniors is having a fundraiser with the 99 Restaurant. On 4/24/2019, with a coupon, 15% of the meal purchase will go to benefit the Friends.

The Friends of the Marlborough Seniors' annual meeting is 4/22/2019, when new officers will be elected.

May 9th is the volunteer recognition breakfast.

- IV. BOARD UPDATES:
  - A. BAYPATH ELDER SERVICES UPDATE

See Att. #1

B. TRANSPORTATION REPORT FOR MARCH

See Att. #2

V. BOARD MEMBERS' IDEAS AND ITEMS FOR DISCUSSION

Richard Cygan is resigning from the COA and BayPath boards. Thanks Cy for your service to the board. Your time, energy and contributions to the board are greatly appreciated. You will be missed.

Joe Bisol volunteer to be our BayPath Elder Services board representative. Thanks Joe for volunteering!

The board discussed ways for Marlborough residents to get information on services in the community.

There will be a short meeting of the board on May 2<sup>nd</sup> at 8:30 am to discuss the Senior of the Year nominations and to vote on which nominee the board will send over to the Mayor.

VI. MEETING ADJOURNED AT 9:15 am.

The next board meeting is Tuesday, May 14, 2019 at 8:30 a.m. in the conference room at the Senior Center, 40 New Street, Marlborough, MA.

Respectfully Submitted,

Brenda Costa, Secretary

## Board Meetings for 2019

April 24  
July 24  
November 20

May 22  
September 25  
December 18

June 26  
October 23

### **March – Nutrition Month**

March is Nutrition month and BayPath's resident dietician Tracy Robidoux highlighted important programs that we offer to consumers. The Medical Nutrition Therapy program is for consumers who specifically have diabetes or non-dialysis kidney disease. This program does require a physician referral and provides three hours of counseling during the first year and two hours of counseling in the second year. BayPath also offers oral nutrition supplements.

In addition to counseling consumers, Ms. Robidoux provides talks on various nutrition topics like the mind diet, anti-inflammatory eating, pre-biotics and pro-biotics, and provides nutrition education at various senior centers. COAs may be interested in some of the topics that Ms. Robidoux presents for their communities. Please contact Ms. Robidoux if interested.

### **The Board**

The Board has some vacant positions that need to be filled. We would like to have more ethnic diversity and perhaps a person who has been a caregiver or someone who has utilized BayPath's services. Our goal is to have a diverse and representative board. There are two types of board members; the first being the representative director from the Council On Aging or senior center. The other is at At-Large, which are members that are not affiliated with the Council On Aging, but have a vested interest in elders or older adults in the community. All members of the board are asked to serve on at least one committee. Questions concerning eligibility can be directed to Ms. Alessandro.

### **Executive Director's Report**

BayPath has just implemented a Cultural Competence Committee. This committee will work on our Cultural Competence plan as we look at our communities, the board, staffing, and volunteers. Our goal is to be more diverse in all of these areas.

### **AFC Accreditation/CARF Survey**

CARF will have a representative at BayPath from April 10<sup>th</sup> – April 12<sup>th</sup> to do their survey. This representative will be going out with BayPath staff to visit with some AFC consumers in their homes. We should be informed of our accreditation status by early June.

### **Strategic Plan – Rebranding Committee**

The Rebranding Committee will be meeting with Inside Out Communications on April 16<sup>th</sup>. They will be giving us their first round of new logo and new name. Recommendations will be brought to the board for approval.

## Board Meeting Highlights – March 27, 2019

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### Home Care Programs

Home Care	1098
Over Income	113
Total	1111

Enhanced Community Options Program (ECOP)	243
Choices Program	148

### Town Analysis

Town	Consumer #	Town	Consumer #
Ashland	38	Natick	119
Dover	2	Northborough	31
Framingham	209	Sherborn	1
Holliston	41	Southborough	8
Hopkinton	26	Sudbury	44
Hudson	74	Wayland	20
Marlborough	96	Westborough	26

### Nutrition - Meal Days - 18

TOWN	TOTAL	TOWN	TOTAL
Ashland	418	Natick	1441
Dover	21	Northborough	267
Framingham	4819	Sherborn	100
Holliston	480	Southborough	285
Hopkinton	195	Sudbury	399
Hudson	1092	Wayland	728
Marlborough	2342	Westborough	371
		Total	12,958

New HDM consumers – 40	Reassessments – 0
Congregate – 631	Total # volunteers – 379
New congregate consumers– 3	Total # volunteer hours– 2,633
Marlborough Supportive Meals – 16 meals- 4 consumers	Nutrition Consult – 8
Chinese home delivered meal consumers – 25	Medical Nutrition Therapy (MNT) - 1
Nutrition Intake Assessments – 22	

### Community Nutrition Education

- Sudbury (Coolidge) – The MIND Diet – 25 participants
- Framingham (RKL) – All About Avocados - 15 participants
- Framingham (Framingham Green) – Heart Health – 5 participants

**MARLBOROUGH SENIOR CENTER TRANSPORTATION REPORT**  
**MONTH OF MARCH, 2019**

**TOTAL NUMBER OF TRIPS = 133**

**BROKEN DOWN**

**SUPERMARKET/SHOPPING/RESTAURANTS = 19**

**SENIOR CENTER = 52**

**CITY VAN- OTHER = 40**

**MWRTA = 22**

**NEW APPLICANTS = 10 – 8 FEMALE, 2 MALE**

**NEW RIDERS = 1**

## **Minutes of the Licensing Board Meeting**

**Held Wednesday, April 24, 2019**

at 7:30 pm, City Hall, 1<sup>st</sup> floor, Council Committee Room.

Attending: Walter Bonin, Chairman; Gregory Mitrakas, Member; David Bouvier, Member;  
Tina Nolin, Clerk

Meeting called to order by Walter Bonin, Chairman at 7:30 PM

### **New Business**

#### **1. ONE DAY PERMITS**

- **Masonic/Jacobs Hall, 8 Newton St. (2)**

Member Mitrakas motioned to approve, seconded by Member Bouvier,  
Board vote: 3-0 approved

- **Italian American Club, 111 Neil St. (1)**

Member Mitrakas motioned to approve, seconded by Member Bouvier,  
Board vote: 3-0 approved

- **The Vin Bin, 91 Main St. (1)**

Member Mitrakas motioned to approve the application with the provision that the days and times requested are like those of last year, as the application itself is a little open-ended. If the establishment is looking for longer hours/more days etc. have them reapply next month, motion seconded by Member Bouvier, Board vote: 3-0 approved

- **Marlborough Lodge 1129, Loyal Order of Moose, 67 Fitchburg St. (3)**

Member Mitrakas motioned to approve, seconded by Member Bouvier,  
Board vote: 3-0 approved

- **Fraternal Order of Eagles, 56 Florence St. (1)**

Member Mitrakas motioned to approve, seconded by Member Bouvier,  
Board vote: 3-0 approved

#### **2. Application for Change of Manager, 110 Grill AC Marlborough LLC, 115 Apex Drive**

Jeff Benz, the manager applicant was present

Member Mitrakas motioned to approve Jeff Benz as manager of the 110 Grill, motion was seconded by Member Bouvier, Board vote: 3-0 approved

#### **3. Application Class II Dealership Change of Address, Braga Management 41 Brigham St, Unit 18**

Member Bouvier motioned to approve the Class II Dealership change of address application, motion was seconded by Member Mitrakas, Board vote: 3-0 approved



4. **Application for Entertainment 5:00 pm to 9:00 pm Thursday – Saturday on patio, limit 2 performers and no percussion, The Westender Restaurant, 493 Boston Post Rd W**

Chris Caron who will be running the venue attended for The Westender Restaurant.

Member Bouvier motioned to approve the Entertainment License for The Westender Restaurant as defined in the application motion was seconded by Member Mitrakas, Board vote: 3-0 approved.

7. **Reports from Chairman –**

- **Nips Discussion**

After much discussion of the occurrence of excessive liquor bottles being littered in the area around the 531 Lincoln St neighborhood area including the municipal lot the Board has decided to ask DPW to place a permanent trash receptacle at the municipal lot, which the city will empty. In addition, a letter will be drafted for Sperry's Liquors asking for assistance in picking up the immediate area every couple of weeks to help reduce the collection of litter in the area. The Board, at this time, is not interested in instituting a ban on nips within the city.

- **Class II Dealership**

The next meeting with the Council President and Building Commissioner has not occurred due to conflicting schedules so there is no news to report.

8. **Misc. Correspondence and Open Issues**

- There were no correspondence and open issues

9. **Review minutes – March 27, 2019**

Member Bouvier motioned to approve the meeting minutes for March 27<sup>th</sup> and place on file, Member Mitrakas seconded the motion; Board vote: 3 – 0 in favor of the acceptance of the minutes and to place on file.

Member Mitrakas motioned to adjourn the meeting at 8:07 pm. Member Bouvier seconded; the motion, Board vote: 3-0 to adjourn the meeting.

The next meeting of the Licensing Board is Wednesday, May 22, 2019.

Respectfully submitted,



Walter Bonin, Chairman

Minutes  
Retirement Board Meeting of  
March 26, 2019

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CITY OF MARLBOROUGH

2019 MAY 17 A 10:22

The monthly meeting of the Marlborough Retirement Board was held on March 26, 2019. Gregory Brewster, William Taylor, Diane Smith, David Keene, Daniel Stanhope, and Margaret Shea were present. City Councilor Michael Ossing and Brian Doheny were also present. Councilor Ossing stayed through the completion of the second agenda item.

1. The meeting was called to order at 8:15 a.m.
2. City Councilor Michael Ossing addressed the Board regarding their vote to increase the COLA base to \$14,000 and last year's vote to increase the Board member stipend. Councilor Ossing submitted a list of questions regarding funding and COLA base increase and asked the Board to respond. A discussion regarding pension funding and the cost of COLA base increase ensued.
3. The next item on the agenda were presentations from the finalists of the Board's search for private equity managers; HarbourVest Partners and Constitution Capital Partners. Before they began their presentation, Henry Jaung from Meketa provided the Board with an interim update of the portfolio. As of February 28<sup>th</sup>, the fund was up 6.5%, slightly ahead of the PRIT Core Fund which was up 5.6% for the first two months of 2019. As of March 25<sup>th</sup>, they estimated that the fund was up 7.2% for the year.

HarbourVest was represented by Fran Peters. HarbourVest was formed in 1982, has \$60 billion in committed investments over those 3 decades, and employees 400 individuals worldwide. Marlborough would be participating in 2019 Global Fund which is a diversified portfolio of primary, secondary, and directed co-investments focusing primarily on North America and Europe. Strategy consists of 15-25% of direct co-investments, 45-55% of primary investments, and 25-35% in secondary investments. They reviewed the performance of Global Funds from 2014 – 2017. The net IRR ranged from 18.5% to 27%. Mr. Peters discussed the terms of the investment with the members. The expected fund size will be \$650 million with 10-year term with one 3-year extension at the option of the general partners. Average annual fee is .69% with savings of .05% if entered before April 2019. Carried interest is 0% on primary investments and 12.5% on secondary and co-investments if an annualized gross IRR of 8% is achieved. After a questions and answer period, the Board thanked Mr. Peters for his presentation.

Constitution Capital Partners was represented by John Guinee and Vicente Ramos. The Board already participates in CPP's Ironsides IV Fund and Ironsides Direct Fund. CCP focuses on North American middle market managing \$3.3 billion in commitments. The fund size will be \$600 million with a commitment period of three years. The Ironsides Partnership Fund V will provide exposure to small/mid-cap buyout funds. The Ironsides Direct Investment Fund will provide exposure to small/mid cap direct investments. The representatives reviewed returns. The return for the Ironsides II was 21%; Ironsides III returned 17%. The discussion then

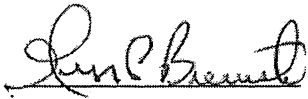
centered on fees. Partnership Fund fee is .75% on committed capital and 1% for the Direct Fund. Carried interest is 5% for the Partnership Fund and 15% for the Direct Fund. After a question and answer period, the Board thanked Guiney and Ramos for their presentation.

4. Henry Jaung and Stephen MacLellan from Meketa reviewed the important points of each private equity alternative. They reviewed the relative strengths and potential weaknesses of each manager. After additional questions, the Board discussed the possibility of splitting the mandate between HarbourVest and Constitution Capital Partners. After discussion, a motion was made and seconded to split the investment. Vote unanimous.
5. The Board reviewed a draft of the job posting for Assistant Director. The director told the members she would post it on the PERAC website. A motion was made and seconded to approve. Vote unanimous.
6. The director told the members that the RFP for custodial services would be announced shortly.
7. The following members had applied for superannuation retirement in February of 2019; Michael Amoros, Edward Bouvier, and Paul Zompetti. After a review of pertinent information, a motion was made and seconded to approve. Vote unanimous.
8. Allegra D'Ippolito was scheduled to receive a refund of her annuity savings account. The following members' accounts were scheduled to be transferred to other retirement systems: Douglas Bushman, Rose Mahoney, and Sean Millikin. After review, a motion was made and seconded to approve all refunds and transfers. Vote unanimous.
9. A discussion concerning PTG's Employee Portal and Document Scanning modules were discussed. The Board will invite PTG to its May meeting for a demonstration of both modules.
10. The Board reviewed the following firm's disclosure statements: Comerica, Colony Realty Partners, Dimensional Fund Advisors, Driehaus Capital Management, Rhumblin EAFE Index, Rhumblin S&P 500 Index Fund, and Payden & Rygel. A motion was made and seconded to accept and place on file. Vote unanimous.
11. The Board reviewed the following financial materials: operating budget as of 03/31/19, cash flow analysis as of 03/31/2019, cash reconciliation for February of 2019, and preliminary cash books, adjustment journal, trial balance, and general ledger for February of 2019. A motion was made and seconded to accept and place on file. Vote unanimous.
12. New Business/Old Business was the next item on the agenda. Under new business, the director discussed draft response to Councilor Ossing's questions regarding

DS  
WJ  
DRK  
DS

funding. The director also reminded the members that next month's meeting would take place in the Mayor's Conference Room.

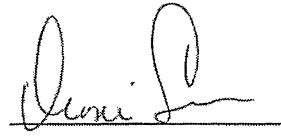
13. A motion was made and seconded to approve the following warrants: retiree payroll for March 2019, #072019 and #068019. Vote unanimous.
14. A motion was made and seconded to adjourn the meeting. Vote unanimous.



Gregory P. Brewster



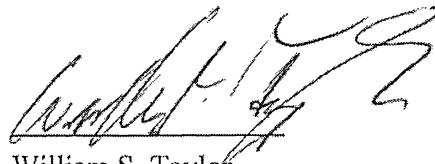
David Keene



Diane Smith



Daniel J. Stanhope



William S. Taylor

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 MAY 29 P 4:30



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

**Traffic Commission Minutes**

The Regular Meeting of the Traffic Commission was held on Wednesday, April 24, 2019 at 10:00 am in City Council Committee Room, City Hall. Members present: Chairman - Police Chief David Giorgi, DPW Commissioner John Ghiloni, Fire Chief Kevin Breen and Acting City Clerk Steve Kerrigan. Also present: City Engineer Thomas DiPersio, City Councilor Christian Dumais and Sgt. Dan Campbell – MPD Traffic Services Unit. Minutes taken by Karen Lambert, MPD Records Clerk.

**1- Minutes**

The minutes of the Traffic Commission meeting of Wednesday, March 27, 2019.

MOTION was made, seconded, duly VOTED:

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

**2 - New Business**

**2a) Parking Issues on Monument Ave.**

The owner of a rental property at 20 Monument Ave. has received numerous complaints about vehicles parked across the street in front of the driveway entrance preventing them from getting in and out with larger vehicles. He is requesting that No Parking signs be placed here.

Tim Collins provided a photo of the area which shows the issue with the way vehicles are parked. He also noted, however, that the car in the photo is clearly parked within 20 feet of the intersection. There is currently a City ordinance that prohibits vehicles from parking within 20 feet of intersection. As such, parking is already prohibited across the street from the driveway opening.

MOTION was made, seconded, duly VOTED to REFER to the POLICE DAPARTMENT for enforcement.

**2b) Parking Issues on Fairmont Street.**

Chief Giorgi received an email from a resident of Onamog Street addressing her concerns with cars continuously parking on Fairmont Street even though there is a very clear regulation stating no parking on either side of the street. She has made numerous complaints to the Police Department about how dangerous it is going up and down the hill when cars are parked here. She said she has almost been hit numerous times and when two cars are going in opposite directions, often one of the drivers has to stop and reverse so the other car can get by due to illegally parked cars. She has seen officers in the area a few times and she has seen tickets or possible warnings on the cars twice in the past four months. However, the same cars continue to park here. They also often park on the sidewalk making it difficult for children to walk to and from the bus stop.

Commissioner Ghiloni said that the City has installed 3 new No Parking signs here, however, it continues to be an enforcement issue. Chief Giorgi said that the issue can be referred to the Traffic Unit and asked if something proactive could be done. The suggestion was made to possibly blanket the area with warning slips for a few days. Councilor Dumais offered to go down and take pictures of the vehicles to try to determine which are repeat offenders. All agreed that this would help.

MOTION was made, seconded, duly VOTED to refer to Sgt. Campbell and the MPD Traffic Control Unit for enforcement.

**3-Old Business****3a) Request for Parking Restriction on Howland Street.**

**Update:** The main issue is that the new curbing has narrowed the roadway and that there is no longer enough room for parking on both sides of the street. Tim Collins was unable to attend the meeting, however, provided a detailed email outlining his investigation and recommendations.

MOTION was made, seconded, duly VOTED to TABLE until the next meeting when Mr. Collins can be in attendance to discuss his findings.

**3b) Request for Parking Ban Exception on Monument Ave.**

MOTION was made, seconded, duly VOTED to TABLE until winter parking ban is in effect.

**3c) Request for a crosswalk at John Street and Maple Street.**

**Update:** Mr. DiPersio advised that the issue with the crosswalk has been addressed. The island will be installed in the center of the road as part of the reconstruction project. It is just a question as to how much the State will pay. This issue can be removed from the agenda.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE ON FILE.



That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 10:12 am.

Respectfully submitted,

Karen L. Lambert  
Records Clerk  
Marlborough Police Department

**List of documents and other exhibits used at the meeting:**

- City of Marlborough Meeting Posting for Traffic Commission Meeting on Wednesday, April 24, 2019, including meeting agenda.
- Draft of Traffic Commission Minutes from Wednesday, March 27, 2019.
- Email from Adalton Sales to the Police Department, dated 4/2/19, re: Parking Issue on Monument Ave.
- Email from Kara Kill to Chief Giorgi, dated 4/11/19, re: Parking Issues on Fairmont Street.
- Email from Kara Kill to Chief Giorgi, dated 4/13/19, re: Parking Issues on Fairmont Street along with two photos.
- Email from Tim Collins to Chief Giorgi and the Traffic Commission, dated 4/18/19, re: responses to the New Business Agenda Items. (Tim Collin provided this information as he had a conflict and was unable to attend the meeting.

**Additional Handouts:**

- Email from Tim Collins to the Traffic Commission, dated 4/22/19, re: Comments on the Agenda Packet for 4/24/19 meeting.