

CITY OF MARLBOROUGH MEETING POSTING

Meeting: **Planning Board**
Date: **February 10, 2020**
Time: **7:00 PM**
Location: **Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA**

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 FEB -6 P 3:20

Agenda Items to be Addressed:

- 1) **Meeting Minutes**
 - A. January 27, 2020
- 2) **Chair's Business**
 - A. Planning Board Member Appointment Recommendation
 - B. Set Public Hearing Date: CO 20-1007915 Proposed Zoning Amendment Livestock Farms
- 3) **Approval Not Required (None)**
- 4) **Public Hearings (None)**
- 5) **Subdivision Progress Reports**
 - A. Goodale Estates Communication from Solicitor Grossfield
 - i) Performance Agreement Secured by Surety Bond
 - ii) Subdivision Performance Bond
 - iii) Lot Release
 - B. Commonwealth Heights (Pre-approval Discussion)
 - i) Waiver Communication from Vito Colonna, Connorstone Engineering
 - ii) Cross Section Profile
 - iii) Alternative A
 - iv) Alternative B
- 6) **Preliminary/Open Space /Limited Development Subdivision Submissions (None)**
- 7) **Definitive Subdivision Submissions (None)**
- 8) **Signs (None)**
- 9) **Correspondence (None)**
- 10) **Unfinished Business (None)**
- 11) **Calendar Updates**
- 12) **Public Notices of other Cities & Towns**
 - A. Framingham Zoning Board of Appeals – Three Notices

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

MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752

1A

Call to Order

January 27, 2020

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Barbara Fenby, Sean Fay, Phil Hodge, George LaVenture, Chris Russ and Matthew Elder. City Engineer, Thomas DiPersio, and Planning Board Administrator, Krista Holmi, were also present.

1. Meeting Minutes

A. January 13, 2020

On a motion Mr. LaVenture, seconded by Mr. Russ, the Board voted to accept and file the minutes of January 13, 2020. Motion carried.

2. Chair's Business

A. Request from Tree Warden re: Joint Public Hearing (Scenic Road/Shade Tree Lower Pleasant and Pleasant)

Mr. LaVenture read the January 23, 2020 letter from the Forestry Division Tree Warden, Christopher White. Mr. White requests a joint public hearing with the Planning Board with respect to the removal of trees within the limits of the public way. The work is associated with the project "Resurfacing and Appurtenant Work of Lower Pleasant and Pleasant" (Berlin Road to Lincoln St.) On a motion by Mr. Elder, seconded by Mr. Fay, the Board voted to schedule the public hearing for Monday, February 24, 2020 at 7:00 pm during the regular meeting of the Planning Board. Motion carried.

3. Approval Not Required

**A. ANR Application: The Charles Company, LLC, 131 Black Bear Drive S. Waltham, MA 02451
Owners: Richard Chaousis, 283 Bolton St., Marlborough, MA 01752 and Amy Aldrich Goebel, 16 Greybert Ln., Worcester, MA 01602**

Location: Stevens Street – Middlesex South Registry of Book 9742 page 362. (Excluding Lot 1 of Plan 467 of 2018) Engineer: Kevin O'Leary, PE, The Jillson Company, LLC, 32 Freemont St. S-200 Needham Heights, MA 02494.

Mr. LaVenture read the January 23, 2020 Engineering review letter RE: ANR-309 & 315 Stevens St. Engineering indicates that lots 2 and 3 created by the ANR plan have the required area and the required frontage for property in a Residence A-2 zone and have "present adequate access" on Stevens Street. The letter also states that both lots 2 and 3 meet the "Lot Shape" requirement.

On a motion by Mr. Fay, seconded by Mr. Russ, the Board voted to accept, file and endorse the referenced plan of land for 309 and 315 Stevens St. as "Approval Not Required" under the subdivision control law. Motion carried.

4. Public Hearings (None)

5. Subdivision Progress Reports (City Engineer, Updates and Discussion)

A. Goodale Estates – Email communication from Solicitor Grossfield RE: Security

Mr. LaVenture read the 1-23-20 email communication from Solicitor Grossfield into the record. The solicitor indicates that the subdivision will be secured with a bond in lieu of a line of credit. At the time of the meeting posting, the form of bond had not been sent to the Legal Dept. for review. On a motion by Mr. Fay, seconded by Mr. Elder, the Board voted to accept and file the City Solicitor's correspondence. Motion carried.

Dee Kerner of Blackhorse Real Estate was present and asked for clarification on the status of the lot releases for the project.

Mr. Fay provided a review for Ms. Kerner. Mr. Fay indicated that the draft security in the form of a line of credit was not the form of security typically approved by the Board. In the Board's experience, a line of credit has never been used. It was suggested at the time that the Board preferred a bond. The terms of the line of credit would need to be reviewed and clarified by the Legal Dept. and City Comptroller. For simplicity, the developer then agreed to proceed with a bond, but the paperwork was not submitted in time for the City's review at this meeting. The earliest date to finalize a vote on the security and lot releases is February 10, but at this time, it would be premature to make a commitment to that date without first hearing from the Legal Dept. and Comptroller. The Board does have another meeting scheduled for February 24 if any items are outstanding on February 10.

B. Commonwealth Heights – Email communication from Connorstone Engineering

Mr. LaVenture read the 1-23-20 email communication from Vito Colonna of Connorstone Engineering. Connorstone plans to meet with Engineering the week of January 27 prior to updating the Planning Board on their progress with the Commonwealth Heights subdivision. Connorstone intends to update the Board at the Planning Board meeting on February 10. On a motion by Mr. Fay, seconded by Mr. Russ, the Board voted to accept and file the communication. Motion carried.

Mr. Fay expressed some concerns with the submittal. The applicant should not assume that the Board will automatically approve the roadway length waiver simply because the waiver was granted in 2007. The Board will need to determine whether the waiver is in the best interest of the City and to consider whether the waiver will adversely affect the surrounding neighborhoods. He noted that in the project's history, abutters were significantly impacted by runoff. His primary concern will be for those neighborhoods and not the developer's interest in maximizing profits. Prior to offering comments, Mr. Elder reminded those in attendance that while he is not an abutter to the proposed project, he lives in the project's vicinity. Mr. Elder expressed similar concerns to Mr. Fay. Given the project's previous negative neighborhood impacts, his comfort level remains in question. The property owner has expressed that they are not a developer, and their primary objective is to obtain the subdivision approval and then find a development partner. Mr. Fay added that any construction schedule commitments made by the developer are hypothetical, since they don't have a construction partner at this point. Gutierrez indicated they were unlikely to build the roadway or complete the infrastructure. Those tasks would likely be the responsibility of the to-be-determined developer.

Ms. Fenby brought up the issue of sidewalks and indicated an offset sidewalk like Mauro Farm is preferred. When a sidewalk abuts the roadway, snow clearing operations deposit the snow onto a sidewalk, reducing the likelihood that the sidewalks will be cleared. She added that offset sidewalks improve the neighborhood quality of life. Mr. Fay asked whether this design standard was part of our rules and regulations. City Engineer DiPersio stated that there are no formal requirements for this standard.

Mr. Fay noted that the GIS still shows the lot configurations from the previously recorded approved subdivision. The subdivision approval has expired, and he questioned why we are still showing the divided lots. On a motion by Mr. Fay, seconded by Mr. LaVenture, the Board voted to have Engineering investigate whether the lot lines should be removed from the City's GIS. Motion carried.

Councilor Dumais was present to represent Ward 3 on the matter. He also expressed caution to ensure minimal impact to the neighborhood. There is no identified development partner, so we don't know who we will be dealing with. Mr. Hodge expressed that he was not opposed to revisiting the development's proposed design for possible recommended changes. Due to the steep grade and soil conditions, the Board suggested a possible mitigation account to address any potential claims from impacted neighbors. Because there is no identified developer, Mr. Russ wondered what leverage the Board had to prevent the land from a continued state of partial completion.

Mr. Fay stated the Board has two control points: 1) Deny extensions 2) Pull the bond securing the completion of the subdivision. He noted that Blackhorse Farm dragged on for too long, because extensions allowed the developer to leave the subdivision incomplete. Mr. Fay commented that the bond held by the City should cover oversight if the developer leaves or cannot complete the subdivision to our standards.

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

7. Definitive Subdivision Submissions (None)

8. Signs (comment only)

- A. Chair Fenby informed the Board that the 1996 mall sign variance was referred to the Marlborough Economic Development Corporation for review and potential modification. Executive Director Harris will consult with the Metropolitan Area Planning Council on the matter.

9. Correspondence

- A. Town of Littleton Planning Board re: Governor Baker's "Housing Choices Initiative"
On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to accept and file the correspondence. Motion carried.

10. Unfinished Business (None)

11. Calendar Updates

- A. February 24, 2020 7:00 pm Joint Public Hearing (Scenic Road/Shade Tree Lower Pleasant and Pleasant)

12. Public Notices of other Cities & Towns (None)

On a motion by Mr. Elder, seconded by Mr. Russ, the Board voted to adjourn the meeting of the Planning Board. Motion carried.

Respectfully submitted,

/kih

George LaVenture/Clerk



City of Marlborough Office of the Mayor

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

Arthur G. Vigeant
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
EXECUTIVE AIDE
2020 JAN 23 A 11:35
Patricia Bernard
EXECUTIVE SECRETARY

2A

January 23, 2020

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

Re: Appointment of Nusrath Khan to the Planning Board

Honorable President Ossing and Councilors:

I am submitting for your review and confirmation the appointment of Nusrath Khan to the Marlborough Planning Board for a term of one year, to expire the first Monday in February 2021. Ms. Khan will bring a wide variety of experience and a fresh perspective with her to the Marlborough Planning Board.

Nusrath responded to my public outreach to serve on local boards and committees and began attending Planning Board Meetings to learn in 2019, where she gained the support from Chair Fenby. She is employed by Dell Technologies, where she has worked as a Senior Manager of Global Finance and Business Analytics since 2017. I believe her education, vigor, and experience will make a great addition to the Planning Board.

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

Sincerely,


Arthur G. Vigeant
Mayor

Enclosure

Permanent Address:

EDUCATION**Babson College***Master of Business Administration, GPA: 3.51**Bachelor of Science in Business Management*

Concentrations: Finance and Economics

Diversity-Leadership Full Scholarship Award Recipient

Phillips Exeter Academy

Graduated with Honors.

Full Merit Scholarship Recipient

Babson Park, MA

May 2013

May 2010

Exeter, NH

2002-2006

EXPERIENCE**Dell Technologies (Formerly EMC)****Hopkinton, MA**

May 2017- Present

Sr. Manager, Global Finance & Business Analytics

- During and post the largest tech merger in history, led the development of reporting infrastructure that would allow users to do first level of analysis.
- Be the end-to-end finance partner to Dell Finance and Sales executive leadership to enable effective and efficient business activity.
- Partner with Finance and Sales leaders to define, optimize and monitor progress on their strategic agenda, short-term and long-term plans and investments, operational success metrics, efficiencies, risks and mitigations.
- Lead all aspects of the global core finance processes for Finance (annual margin planning, revenue and sales forecasting and reporting), and partner with the business leaders to evaluate the productivity of operations, enable wise resource allocation, and drive intelligent scenario planning.
- Cultivate relationships and collaborations across numerous internal touch points with leaders in Finance and cross-functional partner organizations.
- Convert large, complex datasets into visualizations that can be easily understood.
- Work directly with senior management team members in storyboarding and preparation of weekly, monthly and quarterly executive financial planning and performance presentations
- Provide executives with insights into drivers of business performance; define and track meaningful metrics to support decision-making.
- Create frameworks to tackle complex problems; drive diagnostic rigor in making decisions; analyze research and data to develop actionable solutions.
- Manage and coach a team of financial analysts
- Understand and stay current on tech industry trends, competitive landscape and internal product development efforts
- Received 2nd EMC Excellence Gold Award for exceptional work on Dell Integration-including overcoming significant obstacles, building new contacts, putting in extra hours and maintaining a positive attitude through the entire process.
- Graduated the Business Ops Emerging Leaders Program (ELP), it is a 12 month development program designed to build upon management and business skills to empower participants to advance their careers to the next level and lead the Global Business Organization

Dell Technologies (Formerly EMC)**Hopkinton, MA**

September 2016- May 2017

Manager, Global FPA

- Assisted in leading the OPEX and Expense integration of the Enterprise Sales Segment during the merger of Dell and EMC, the largest tech merger in history.
- Provide financial and strategic support to senior management, including preparing executive presentations
- Responsible for preparing the AOP (Annual Operating Plan) for \$2.1B Enterprise Sales OPEX budget, including revising quarterly budgets as necessary
- Build and establish relationships with key business, financial, and operational personnel to ensure full understanding and support for GBO expense initiatives including manage coordination of communications and information dissemination cross-functional organizations
- Develop and provide trending information and analytics to drive cost saving initiatives

Dell Technologies (Formerly EMC)**Hopkinton, MA**

July 2014- September 2016

Senior Financial Analyst, Global FPA

- Tracked, reconciled, and reported on headcount and operating expense across EMC's Global Sales and Operations
- Provided end-to-end financial support through new business development corporate initiatives that focus on cost-avoidance and cost-saving activities.
- Performed forecast and close activities for EMC's Global Sales and Operations.
- Acted as a financial liaison and main contact for EMC business partners in North America, EMEA, Asia Pacific, India, and Latin America.
- Built reporting and forecasting tools in SAP BPC and responsible for Financial Business Review (FBR) and Quarterly Business Review (QBR) Decks.
- Produced 3 weekly deliverables trending attrition and headcount data to aid in strategic decisions for upper management including all EMC theater VPs and the Senior VP of Business Operations
- Managed global financial expense forecasts in-line with corporate guidelines and expectations..
- Managed two direct reports
- Achieved a 'Far Exceeds' and rated top 5% of the company during annual performance review
- Received EMC Excellence Gold Award for extraordinary efforts toward go-to-market readiness activities for the Dell/EMC Merger and Day 1.

Raytheon Integrated Defense Systems**Andover, MA***Senior Financial Analyst*

January 2014- July 2014

Raytheon Integrated Defense Systems**Billerica, MA***Cost Accountant II*

August 2011- January 2014

Raytheon Corporate**Billerica, MA***Financial Analyst*

June 2010-August 2011

VOLUNTEER**Babson College Coaching For Leadership and Teamwork Program****Babson Park, MA***Executive Coach*

October 2010-Present

SKILLS*Computer: Extensive Knowledge of SAP and Business Warehouse, EPM, Advanced knowledge of Microsoft Excel (pivot tables, vlookups, match, sum-ifs), Powerpoint, Word, Project and Minitab***CERTIFICATIONS***Six-Sigma Certified, EVMS Certified, Prism*



IN CITY COUNCIL

Marlborough, Mass., JANUARY 27, 2020

ORDERED:

That the Communication from Councilor Robey, re: Proposed Zoning Amendment to Chapter 650 §17 & §18 relative to Livestock Farms, be and is herewith refer to **URBAN AFFAIRS COMMITTEE, PLANNING BOARD, AND ADVERTISE A PUBLIC HEARING FOR MONDAY, FEBRUARY 24, 2020.**

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 18 of Chapter 650, entitled "Conditions for uses," is hereby amended by:
 - a. Amending paragraph (12), entitled "Livestock farms" as follows (new text shown as underlined):

(12) Livestock farms. The raising of or keeping of a small flock of poultry (other than Chicken hens), less than 10, or of saddle horses, private kennel, livestock, or other farm animals for use only by residents of the premises, provided further, that adequate open space is available for their care.
 - b. Inserting the following paragraph:

(49) Chicken hens, personal use. The raising or keeping of female chickens (*Gallus gallus domesticus*) for personal use, not to exceed either 6 hens or 12 hens, as stated in the Table of Uses. The raising or keeping of roosters, cocks, or cockerels is prohibited. The slaughtering of Chicken hens for non-personal use is prohibited.
- II. Section 17 of Chapter 650, entitled "Table of Uses," is hereby amended by inserting the following:

	RR	A1	A2	A3	RB	RC	RCR	NB	B	CA	LI	I	MV	WAYSIDE
Chicken hens, personal use (6 or fewer) (49)	Y	Y	Y	Y	Y	Y	N	N	N	N	N	N	N	N
Chicken hens, personal use (between 7 and 12) (49)	Y	Y	Y	Y	N	N	N	N	N	N	N	N	N	N

ADOPTED

ORDER NO. 20-1007915

From: [Jason Grossfield](#)
To: [Krista Holmi](#)
Cc: [Adam Clavell](#); [Jason Piques](#)
Subject: Goodale Estates
Date: Thursday, February 6, 2020 9:55:27 AM
Attachments: [Performance Agreement Signed by Developer 2-5-20.pdf](#)
[5A Bond Goodale Estates.pdf](#)
[Lots Release jdq edits - 1-31-20 Final.pdf](#)

Dear Honorable Planning Board Members:

As requested, I have reviewed the proposed form of performance guarantee, by bond, in connection with the above-referenced subdivision plan, and prepared the following attached documents for the Planning Board's consideration:

- Subdivision Performance Agreement Secured by Surety Bond;
- Revised form of Subdivision Performance Bond; and
- Release of Lot(s) from the applicable Covenant restrictions as to sale/building.

In accordance with the Board's subdivision regulations, I confirm these documents are in proper legal form. The Comptroller's office has also reviewed the bond and determined it acceptable. Once the bond is executed by the developer and the signed performance agreement is attached as Exhibit A to the bond, these documents will be ready for execution by the Board. It is my understanding the developer will provide the Board with the original hard copies for its next meeting.

I also note a proposed form of deed to the way and associated easements have been submitted, and I am reviewing same.

Please don't hesitate to contact me with any questions.

Respectfully,

Jason D. Grossfield
City Solicitor
City of Marlborough
City Hall, 4th Floor
140 Main Street
Marlborough, MA 01752
T: (508) 460-3771
F: (508) 460-3698
jgrossfield@marlborough-ma.gov

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**SUBDIVISION PERFORMANCE
AGREEMENT SECURED BY SURETY BOND**

GOODALE ESTATES SUBDIVISION

AGREEMENT made this 4th day of February, 2020 between **NORTHBOROUGH CAPITAL PARTNERS, LLC**, acting by and through Scott B. Adams as Manager, successor in interest to Valre Realty Trust (the "Developer"), and the **CITY OF MARLBOROUGH**, a municipal corporation duly organized by law, acting by and through its duly authorized Planning Board (the "City" or "Planning Board").

WITNESSETH

WHEREAS, on October 24, 2016, the Planning Board approved a Definitive Subdivision Plan entitled "Goodale Estates a Definitive Subdivision Plan, Marlborough, Massachusetts" recorded at the Registry in Plan Book 1099 of 2016 (the "Plan");

WHEREAS, the Planning Board endorsed the Plan pursuant to the Developer executing and delivering a covenant, in accordance with M.G.L. Chapter 41, Section 81U, recorded at the Registry on November 29, 2019 in Book 68498, Page 377 (the "Covenant");

WHEREAS, the Developer seeks, in accordance with the provisions of M.G.L. Chapter 41, Section 81U, to vary the method of securing its performance of the construction of ways and the installation of municipal services (the "Work") to serve lots numbered 1 through 7, as shown on the Plan; and

WHEREAS, the Developer requested that the Planning Board release lots numbered 1 through 7 as shown on the Plan, from certain specific provisions of the Covenant.

NOW THEREFORE, in consideration of the promises exchanged herein and other adequate consideration, the sufficiency of which is hereby acknowledged, it is hereby mutually agreed as follows:

1. To secure the Developer's completion of the Work, the Developer is held and firmly bound unto the City in the sum of Three Hundred and Fifty Two Thousand Dollars and 00/100 (\$352,000.00), for which payment, well and truly made, the Developer binds itself, its heirs, executors and administrators, successors and assigns, jointly and severally by these presents in the form of a Performance Bond, Number 5419402, dated February 4, 2020 (the "Security"), issued by Old Republic Insurance Company, with an office at PO Box 481, 103 Park Street, Lewiston, ME 04243, and licensed to act as a surety in Massachusetts (the "Surety").

2. The Security shall be renewed or replaced prior to expiration with either a renewal of the then current Security or with a replacement Security, satisfying the requirements of this Agreement, in either case extending the expiration of the Security for at least twelve (12) months. At least sixty (60) days prior to the expiration of the then-current Security, the Developer shall notify the City in writing of its intention to deliver an original renewal or a replacement Security. The Developer shall deliver an original renewal or a replacement Security

to the City at least thirty (30) days prior to expiration of the then current Security. If a satisfactory renewal or replacement Security has not been delivered to the City at least thirty (30) days prior to the expiration of the then current Security, the City shall be entitled to draw on the then existing Security and shall hold the funds in escrow until such time as a replacement Security has been provided to the City and/or apply the funds to complete the Work, at the City's sole discretion.

3. The Developer shall complete the Work in accordance with the covenants, conditions, agreements, terms and provisions contained in the following:

(a) The terms and conditions set forth in the Certificate of Vote of Definitive Subdivision Plan, filed at the office of the City Clerk on October 24, 2016 and recorded with the Registry in Book 68420, Page 373 (the "Approval");

(b) The terms and conditions set forth in the Special Permit filed at the office of the City Clerk on May 20, 2016 and recorded with the Registry in Book 67413, Page 305 (the "Special Permit");

(c) The terms and conditions of the Covenant, excepting any terms explicitly released by the City as to sale or building on a Lot(s);

(d) The Plan as qualified by the Approval and the Special Permit; and

(e) The Subdivision Control Law and the Planning Board's Subdivision Rules and Regulations.

4. This Agreement shall remain in full force and effect until the Developer has fully and satisfactorily performed all obligations under the terms of this Agreement and any amendments hereto, or until the City completes the Work pursuant to Section 9, hereunder.

5. The Developer shall complete the Work on or before **June 30, 2020** (the "Completion Date"), which may be extended by an amendment to this Agreement, subject to the requirements of the Planning Board's Rules and Regulations.

6. At least sixty (60) days before the Completion Date, or any duly authorized extension thereof, the Developer shall provide written notice to the Planning Board as to whether the Work will be completed as scheduled. If the Developer anticipates that the Work will not be completed on time, then the Developer may formally request an extension of the Completion Date. Upon the Developer first supplying an extension of the Security, the Planning Board may authorize an extension of the Completion Date, reflecting a time extension equal to the extension of the Security.

7. Upon receipt of a written request from the Developer, the Planning Board may vote to authorize a reduction in the amount of Security. The Planning Board's approval shall be based upon inspection of the property by a duly authorized employee or agent of the City. Notwithstanding any reduction in the amount of the Security, the Planning Board reserves the right to require corrective work at any time from the Developer, until the Work secured hereunder has been fully completed by the Developer.

8. Should the Developer fail to perform the Work and bring it to completion in a continuous and expeditious manner, the Planning Board may declare the Developer in default of its obligations hereunder and the Planning Board shall make a demand upon the Developer to cure such default. If the Developer fails to cure the default, the City may proceed to recover the Security pursuant to the terms and procedures in Section 9, hereunder.

9. In the event the Developer (i) abandons the Work; (ii) fails to prosecute the work in a continuous and expeditious manner, (iii) fails to complete the Work in accordance with the Approval; or (iv) fails to complete the Work by the Completion Date set forth therein, the Planning Board may vote to declare the Developer in default of this Agreement and authorize a claim on the Security to complete the Work. Upon receipt of funds from a claim upon the Security, the City shall apply the funds received to the completion of the Work. Upon completion of the Work by the City, any unused portion of the Security shall be released by the City and returned to the Developer.

10. The City shall have recourse to the Security notwithstanding any transfer in title or foreclosure, assignment, bankruptcy, or imposition of lien by or against the Developer. The City shall also have the right to require new and/or additional forms of security in the event of same.

11. Upon the satisfactory completion of the Work by the Developer, the Developer shall send by registered mail to the City Clerk and the Planning Board a written statement that the Work has been completed in accordance herewith. Such statement shall contain the address of the Developer. If the Planning Board determines that the Work has been completed, it shall release the City's interest in the Security by an appropriate amendment hereto (which may be recorded). If the Planning Board determines that said Work has not been completed, it shall specify in a notice sent by registered mail to the Developer and to the City Clerk the details wherein said construction or installation fails to comply herewith. If the Planning Board fails to provide such notice within forty-five (45) days after receipt by the City Clerk of the statement from the Developer that the Work has been completed, the Developer may seek a certificate from the City Clerk that this Agreement has terminated by operation of law, pursuant to M.G.L. Chapter 41, Section 81U.

12. The City shall have no responsibility, duty, obligation, or liability to complete the Work for the benefit of the Developer, the Surety, or any other party. The obligations of the parties hereunder are to be construed consistent with the provision of the Subdivision Control Law and no rights granted thereunder are waived.

13. This Agreement may be amended only upon a written amendment duly executed by the parties hereto. Such amendments shall not otherwise affect any other substantive terms of the Agreement, which shall remain in full force and effect until the recording of a final amendment releasing the City's interest and certifying the Developer's completion of all required work hereunder.

14. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts. Any action arising out of this Agreement shall be brought and maintained in a state or federal court in Massachusetts which shall have exclusive jurisdiction thereof.

15. If any clause or portion of this Agreement shall be held invalid, the remainder of this Agreement shall remain in full force and effect.

16. Developer shall record this Agreement at the Middlesex South Registry of Deeds at its expense, and submit a copy of the recorded Agreement to the Planning Board office within 30 days of approval of this Agreement.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be signed by their duly authorized representatives on the date first written above:

CITY OF MARLBOROUGH

NORTHBOROUGH CAPITAL PARTNERS,
LLC

By its Planning Board

By: _____
Barbara Fenby, Chair

By:  _____
Scott B. Adams, Manager
Duly Authorized

As authorized by vote of the
Planning Board on _____

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss.

On this ____ day of _____, 2020, before me, the undersigned notary public, Barbara Fenby, as Chair of the City of Marlborough Planning Board, personally appeared, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose as the voluntary act of the City of Marlborough Planning Board.

Notary Public

Printed Name: _____

My Commission Expires: _____

[Seal]

COMMONWEALTH OF MASSACHUSETTS/STATE OF RHODE ISLAND

Middlesex, ss.

On this 5 day of February, 2020, before me, the undersigned notary public, Scott B. Adams personally appeared, proved to me through satisfactory evidence of identification, which was Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose as the voluntary act of Northborough Capital Partners, LLC.

Notary Public

Printed Name: _____

My Commission Expires: _____

 Laurie B Salk

Notary Public State of Rhode Island

ID# 49800

My Commission Expires

May 1, 2022

[Seal]



OLD REPUBLIC INSURANCE COMPANY

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania stock insurance corporation, does make, constitute and appoint:

ROYCE M. CROSS, JOLINE L. BINETTE, HEIDI RODZEN, MELANIE A. BONNEVIE, ROBERT SHAW, OF LEWISTON, ME

its true and lawful Attorney(s)-in-Fact, with full power and authority, not exceeding \$50,000,000, for and on behalf of the Company as surety, to execute and deliver and affix the seal of the Company thereto (if a seal is required), bonds, undertakings, recognizances or other written obligations in the nature thereof, (other than self-insurance workers compensation bonds guaranteeing payment of benefits, asbestos abatement contract bonds, waste management bonds, hazardous waste remediation bonds or black lung bonds), as follows:

ALL WRITTEN INSTRUMENTS IN AN AMOUNT NOT TO EXCEED
ONE MILLION DOLLARS(\$1,000,000) FOR ANY SINGLE OBLIGATION.

and to bind OLD REPUBLIC INSURANCE COMPANY thereby, and all of the acts of said Attorneys-in-Fact, pursuant to these presents, are ratified and confirmed. This document is not valid unless printed on colored background and is multi-colored. This appointment is made under and by authority of the board of directors at a meeting held on March 14, 2014. This Power of Attorney is signed and sealed by facsimile under and by the authority of the following resolutions adopted by the board of directors of the OLD REPUBLIC INSURANCE COMPANY on March 14, 2014.

RESOLVED FURTHER, that the chairman, president or any vice president of the Company's surety division, in conjunction with the secretary or any assistant secretary of the Company, be and hereby are authorized and directed to execute and deliver, to such persons as such officers of the Company may deem appropriate, Powers of Attorney in the form presented to and attached to the minutes of this meeting, authorizing such persons to execute and deliver and affix the seal of the Company to bonds, undertakings, recognizances, and suretyship obligations of all kinds, other than bail bonds, bank depository bonds, mortgage deficiency bonds, mortgage guaranty bonds, guarantees of installment paper and note guaranty bonds. The said officers may revoke any Power of Attorney previously granted to any such person. The authority of any Power of Attorney granted by any such officer of the Company as aforesaid shall not exceed fifty million dollars (\$50,000,000.00), except (a) bonds required to be filed as open penalty bonds, and (b) bonds filed with any court or governmental authority requiring an unlimited penalty in bonds filed in that court.

RESOLVED FURTHER, that any bond, undertaking, recognizance, or suretyship obligation shall be valid and binding upon the Company (i) when signed by the chairman, president or any vice president of the Company's surety division and attested and sealed (if a seal be required) by any secretary or assistant secretary; or (ii) when signed by a duly authorized Attorney-in-Fact and sealed with the seal of the Company (if a seal be required).

RESOLVED FURTHER, that the signature of any officer designated above, and the seal of the Company, may be affixed by facsimile to any Power of Attorney or certification thereof authorizing the execution and delivery of any bond, undertaking, recognizance, or other suretyship obligations of the Company, and such signature and seal when so used shall have the same force and effect as though manually affixed.

IN WITNESS WHEREOF, OLD REPUBLIC INSURANCE COMPANY has caused these presents to be signed by its proper officer, and its corporate seal to be affixed this 30TH day of NOVEMBER, 2018.

Jane E. Cherney
Assistant Secretary



OLD REPUBLIC INSURANCE COMPANY

Alan Pavlic
Vice President

STATE OF WISCONSIN, COUNTY OF WAUKESHA - SS

On this 30TH day of NOVEMBER, 2018, personally came before me, ALAN PAVLIC and JANE E. CHERNEY to me known to be the individuals and officers of the OLD REPUBLIC INSURANCE COMPANY who executed the above instrument, and they each acknowledged the execution of the same, and being by me duly sworn, did severally depose and say; that they are said officers of the corporation aforesaid, and that the seal affixed to the above instrument is the seal of the corporation, and that said corporate seal and their signatures as such officers were duly affixed and subscribed to the said instrument by the authority of the board of directors of said organization.



Kathryn R. Pearson
Notary Public
My commission expires: 9/28/22

(Expiration of notary commission does not invalidate this instrument)

CERTIFICATE

I, the undersigned, assistant secretary of the OLD REPUBLIC INSURANCE COMPANY, a Pennsylvania corporation, CERTIFY that the foregoing and attached Power of Attorney remains in full force and has not been revoked; and furthermore, that the Resolutions of the board of directors set forth in the Power of Attorney, are now in force.

95-0014



Signed and sealed at the City of Brookfield, WI this 4th day of February, 2020.

Jane E. Cherney
Assistant Secretary

SKILLINGS SHAW & ASSOCIATES

THIS DOCUMENT HAS A COLORED BACKGROUND AND IS MULTICOLORED ON THE FACE. THE COMPANY LOGO APPEARS ON THE BACK OF THIS DOCUMENT AS A WATERMARK. IF THESE FEATURES ARE ABSENT, THIS DOCUMENT IS VOID.

Bond No. 5419402**SUBDIVISION PERFORMANCE BOND**

KNOW ALL PERSONS BY THESE PRESENTS, that NORTHBOROUGH CAPITAL PARTNERS, LLC, as Principal, and OLD REPUBLIC INSURANCE COMPANY authorized to do business in the State of MASSACHUSETTS and having an office at PO BOX 481, 103 PARK STREET, LEWISTON, ME 04243, as Surety, are held and firmly bound unto THE CITY OF MARLBOROUGH, MA, acting by and through its duly authorized Planning Board, as Oblige, in the penal sum of THREE HUNDRED FIFTY TWO THOUSAND AND NO/100 DOLLARS (\$352,000.00) for the payment of which sum well and truly to be made, we bind ourselves, our heirs, administrators, executors, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the above bounded Principal and Oblige entered into a Subdivision Performance Agreement Secured by Surety Bond dated February 4, 2020 regarding certain obligations of Principal with respect to a subdivision known as "Goodale Estates", and which agreement is specifically referred to and made part hereof as Exhibit A (the "Agreement");

WHEREAS, the Agreement requires submission of a bond guaranteeing construction of ways and installation of municipal services as set forth in Exhibit A;

NOW, THEREFORE, the condition of the above obligation is such, that if the said Principal shall fully and satisfactorily complete the above-referenced improvements in accordance with the plans and specifications, covenants, conditions, agreements, terms and provisions, as further described in Exhibit A, in the manner and in the time specified therein (currently said completion date is June 30, 2020); and shall indemnify and save harmless the City from all costs and damages which it may suffer by reason of failure to do so, and fully reimburse and repay the Oblige any outlay and expense which it may incur in making good any such default, then this obligation shall be null and void, otherwise it will remain in full force and effect.

THE FOREGOING OBLIGATION, however, is limited by the following express conditions, the performance of which shall be a condition precedent to any rights of claims or recovery hereunder;

1. Upon the discovery by the Oblige, or by the Oblige's agent or representative, of any act or omission that shall or might involve a loss hereunder, the Oblige shall endeavor to give written notice thereof with the fullest information obtainable at the time to the Surety at its office at 445 S. MOORLAND ROAD, BROOKFIELD, WI 53005
2. Legal proceeding for recovery hereunder may not be brought unless begun within twelve (12) months from the date of the discovery of the act or omission of the Principal on account of which claim is made.
3. The Principal shall be made a party of any suit or action for recovery hereunder, and no judgment shall be rendered against the Surety in excess of the penalty of this instrument.
4. No right of action shall accrue hereunder to or for the use or benefit of anyone other than the Oblige, and the Oblige's right hereunder may not be assigned without the written consent of the Surety.
5. This Bond shall automatically renew for successive one-year terms through completion of the Principal's obligations required by the Agreement, unless, at least sixty (60) days prior to the next annual renewal date (which shall be December 31 of each calendar year), the Surety delivers written notice to Principal and to Oblige, or Principal delivers written notice to Surety and Oblige, that the notice-sender seeks to modify the terms of, or cancel, this bond. Written notice is effective if delivered to, or sent by certified mail, postage prepaid, and deposited in the U.S. Mail addressed to the Principal or Surety, as the case may be, and to the Oblige requiring bond, and is actually received by the Principal or Surety, as the case may be, and the Oblige at least thirty (30) days prior to the renewal date.
6. The Oblige shall have recourse to the Bond notwithstanding any transfer in title or lease, foreclosure, assignment, bankruptcy or imposition of lien by or against the Principal.
7. The Surety hereby assents to any and all changes and modifications that may be made of the aforesaid agreements, covenants, conditions, terms, and provisions to be observed by the Principal, and waives notice thereof.

IN WITNESS WHEREOF, this instrument has been executed by the duly authorized representative of the Principal and the Surety.

SIGNED, SEALED AND DATED: FEBRUARY 4, 2020

NORTHBOROUGH CAPITAL PARTNERS, LLC

BY _____

OLD REPUBLIC INSURANCE COMPANY

BY Melanie A. Bonnevie

MELANIE A. BONNEVIE, ATTORNEY-IN-FACT

RELEASE OF LOT(S)

The undersigned, being a majority of the Planning Board of the City of Marlborough, Massachusetts, hereby certify that adequate security in the form of a bond has been provided to secure performance of the construction of ways and installation of municipal services required to serve certain lots, as designated below, in accordance with the Covenant dated November 28, 2016 and recorded in the Middlesex South District Registry of Deeds, Book 68496, Page 377, said lots being shown on a plan entitled "Definitive Property Plan-Goodale Estates, Marlborough, MA" dated July 19, 2016 prepared by Bruce Saluk & Associates, Inc., recorded with said Registry of Deeds in Plan Book No. 1099 of 2016, and that, restrictions as to building and sale specified in said Covenant are hereby released as to the following enumerated lots:

Lots 1, 2, 3, 4, 5, 6 and 7 as shown on said Plan.

No conditions contained in the Covenant, other than the sale of and construction upon the lots herein above enumerated are hereby released.

Executed on this ___ day of _____ 2020.

By a majority of the Planning Board of the City of Marlborough:

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss. _____ 20__

Then personally appeared _____ one of the above-named members of the Planning Board and acknowledged before me that the foregoing instrument is a free act and deed of said Planning Board.

Notary Public

My Commission Expires:



CONNORSTONE ENGINEERING, INC.

10 SOUTHWEST CUTOFF, SUITE #7
NORTHBOROUGH, MASSACHUSETTS 01532
TEL: (508) 393-9727 • FAX: (508) 393-5242

Marlborough Planning Board
Administrative Office
135 Neil Street
Marlborough, MA 01752

February 5, 2020

RE: Commonwealth Heights Definitive Subdivision

Dear Members of the Board:

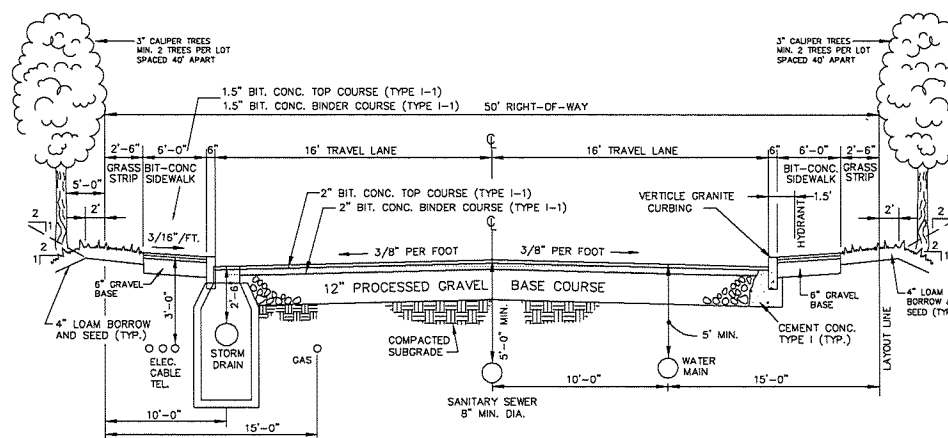
Please find the enclosed plans and list of requested waivers related to the proposed Definitive Subdivision Application known as Commonwealth Heights. The subdivision currently consists of twenty three lots and a 1,072-foot long cul-de-sac. The following waiver considerations have been requested as part of this application.

1. Section IV.B.5(a) to allow a dead end roadway longer than 500 feet. This waiver was granted during the original approvals with the intent of mitigating both safety concerns and abutter concerns related to a through road. Two alternative plans have been provided with this request, and are described below.
 - Alternative A consists of a through road connecting to the end of Conrad Road. This plan would be fully compliance with the regulations not requiring waivers. We understand that during the original permitting process the abutters expressed a desire for the dead end road option to eliminate a through road connecting to the existing neighborhood.
 - Alternative B consists of a layout essentially the same as the current proposal, but the emergency access drive would be upgraded to a full roadway. This would reduce the overall dead end length to 400 feet in compliance with the regulations. This would also create another intersection onto Forest Street along with additional roadway maintenance for the City.
2. Section V.B.2 & V.D.1 & V.E.1, waiver to allow a typical roadway cross section similar to the cross section utilized at Mauro Farm. The proposed cross section is provided on the attached plan. This would allow (1) a reduce pavement width from 32 feet to 28 feet, (2) provide a grass plot between the roadway and sidewalk, (3) reduce the sidewalk width from 6 feet to 5 feet, and (4) will allow the street tree planting to be staggered both in front of and behind the sidewalk. This waiver would reduce the overall impervious area, and thereby reducing the site runoff and future maintenance cost for the City. No change or reduction in the stormwater system is proposed with approval of this waiver.

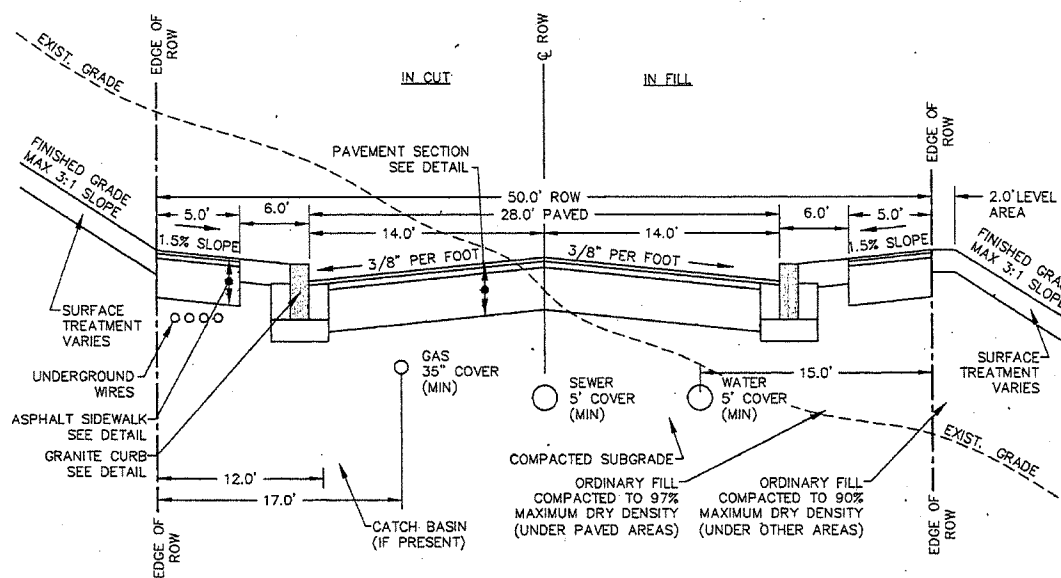
If you have any questions or comments concerning this application please feel free to contact our office at 508-393-9727.

Sincerely,
Connorstone Engineering, Inc.

Vito Colonna, PE

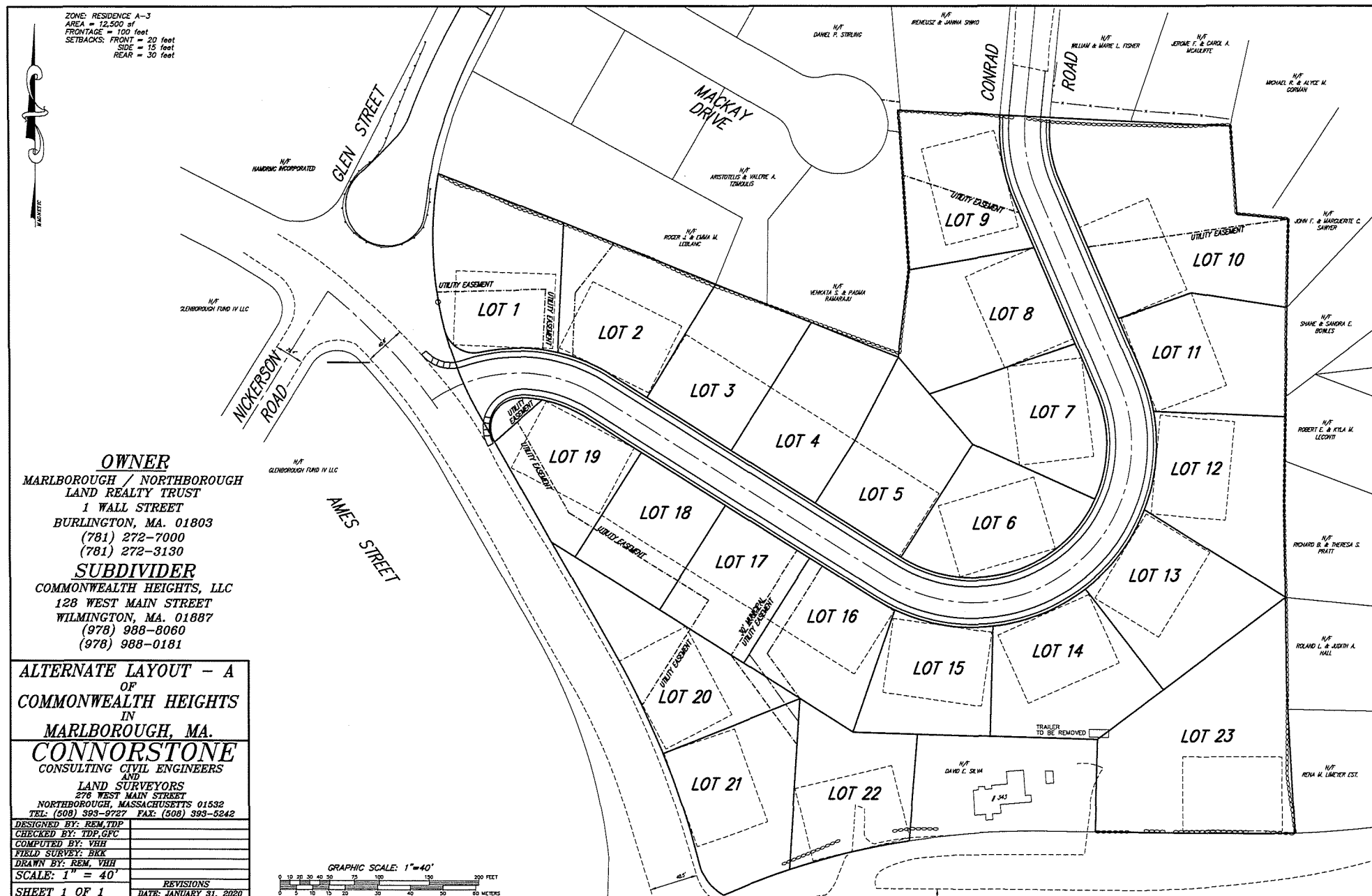


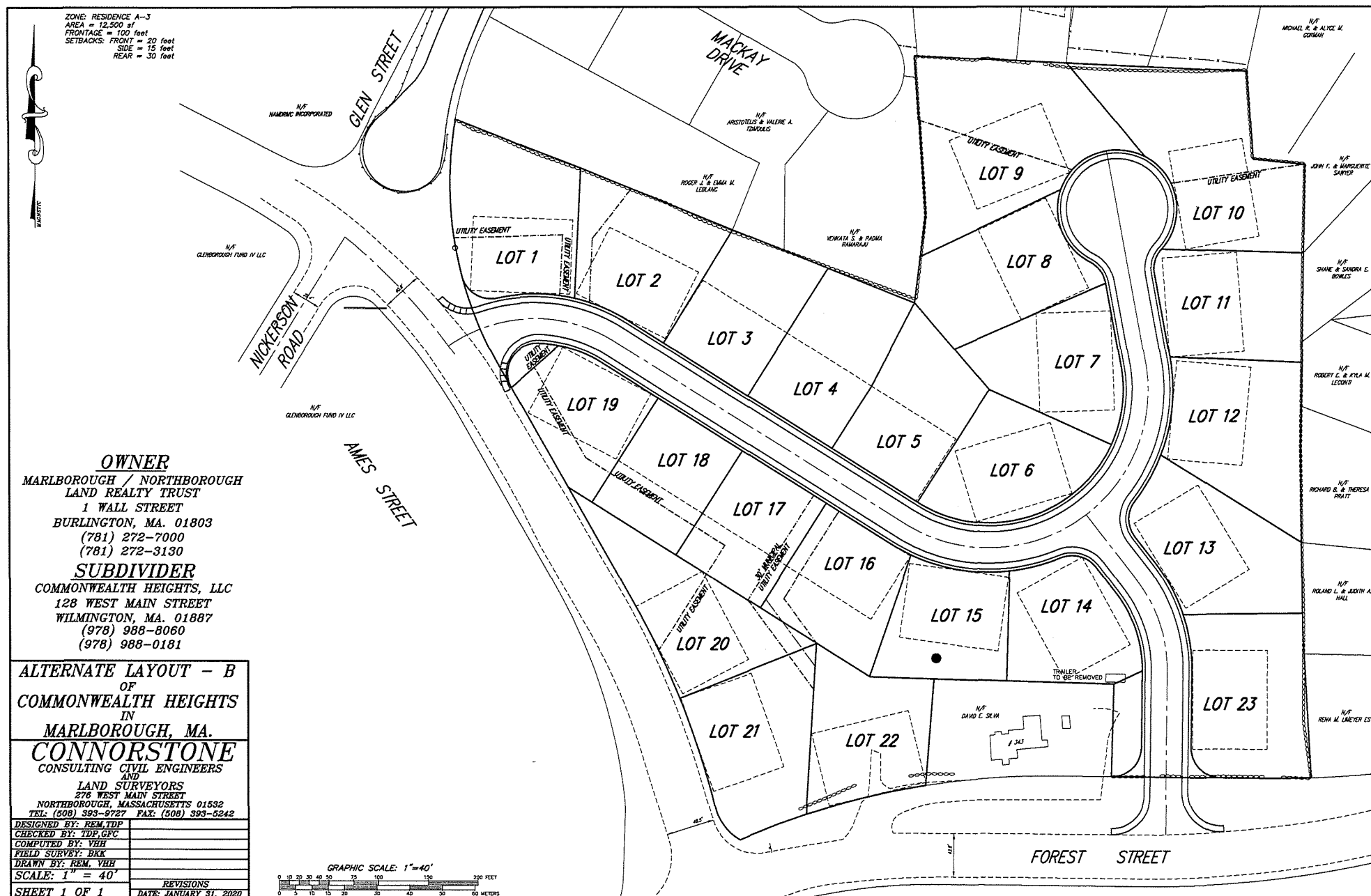
STANDARD CROSS SECTION



REQUESTED CROSS SECTION

PROPOSED ROADWAY CROSS SECTION
OF
COMMONWEALTH HEIGHTS
IN
MARLBOROUGH, MA.





Framingham Zoning Board of Appeals - Notice of Hearing 12A

Notice is hereby given that the Zoning Board of Appeals will hold a public hearing on **Wednesday, February 12, 2020** in the **Ablondi Room** of the Memorial Building, 150 Concord Street, Framingham, to consider:

19-35 | 7:00 PM

Petition of **Garth Lippman** for an **Appeal** of the Building Commissioner's determination that a landscaping business is prohibited, pursuant to §II.B., §II.C.(t) and §II.C.(u) of the Zoning By-Law, on the premises located at **41 Richwood Street**, Parcel ID: 093-14-9111-000, Zoning District: Business (B).

Visit www.FraminghamMA.gov/meetings for more information.

Legal notice can be found in the MetroWest Daily News or on MassPublicNotices.org.

Stephen Meltzer, Chair

Office: 508-532-5456, ZBA@FraminghamMA.gov

Framingham Zoning Board of Appeals - Notice of Decision

Notice is hereby given, that at the hearing on January 08, 2020, the following petitions were decided and the decisions were filed on **January 22, 2020**.

19-30 | OVERTURNED BUILDING PERMIT

Petition of **David Ford & Susan Munter, Fredric W. Schelong, and John Savoca** to **Appeal** the issuance of a building permit for an amateur radio tower 80 feet in height within a residential zone, on the premises located at **273 Prospect Street** owned by **Prospect Street Realty Trust, Galina Filippova, Trustee**, Parcel ID: 080-67-3060-000, Zoning District: Single Residence (R-3).

Any appeal from this decision shall be made pursuant to M.G.L.c. 40A §17 and must be filed within twenty (20) days after the date of filing of this decision in the Office of the City Clerk.

The full decision is available at: www.FraminghamMA.gov/meetings. Legal notice can be found in the MetroWest Daily News or on MassPublicNotices.org.

Stephen Meltzer, Chair

Office: 508-532-5456, ZBA@FraminghamMA.gov

Framingham Zoning Board of Appeals - Notice of Decision

Notice is hereby given, that at the hearing on January 08, 2020, the following petitions were decided and the decisions were filed on **January 22, 2020**.

19-34 | GRANTED

Petition of **Eunice Bonnet** for a **Finding** to allow an extension to a pre-existing nonconforming two-family residence, pursuant to §I.D.5.b of the Zoning By-Law, on the premises located at **28 Coburn Street**, Parcel ID: 140-63-2998-000, Zoning District: General Residence (G).

Any appeal from this decision shall be made pursuant to M.G.L.c. 40A §17 and must be filed within twenty (20) days after the date of filing of this decision in the Office of the City Clerk.

The full decision is available at: www.FraminghamMA.gov/meetings. Legal notice can be found in the MetroWest Daily News or on MassPublicNotices.org.

Stephen Meltzer, Chair

Office: 508-532-5456, ZBA@FraminghamMA.gov