

# CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Finance Committee

Date: March 18, 2019

Time: 7:00 PM

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

Agenda Items to be addressed:

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2019 MAR 12 A 10:30

**Item for Discussion: Joint Meeting for Finance and Open Space Committees:**

1. 03-11-2019 – **Order No. 19-1007584:** Communication from the Mayor, re: Proposed Acquisition of Property off Berlin Road, identified as Map 41, Parcel 37B, which also includes a transfer request in the amount of \$150,000.00 from Stabilization-Open Space to Open Space Acquisition.  
-Refer to Finance Committee and Open Space Committee
2. 02-25-2019 – **Order No. 19-1007578:** Proposed Order relative to changes to Municipal Aggregation.  
-Refer to the Finance Committee  
-Public Hearing: March 11, 2019

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

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

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



# IN CITY COUNCIL

Marlborough, Mass., MARCH 11, 2019

**ORDERED:**

That, pursuant to Mass. Gen. Laws c. 43, § 30 and c. 40, § 5B, the City Council, by a two-thirds vote of all its members, hereby authorizes an appropriation from Stabilization – Open Space (account # 83600-32918) in the amount of \$150,000.00 as sufficient funds to pay for the proposed purchase of the parcel located at Berlin Road; provided, however, that the thirty-day period following the City’s publication in the Central Register of the proposed purchase has expired as required by law, be and is herewith refer to **FINANCE COMMITTEE & OPEN SPACE COMMITTEE**.

CITY OF MARLBOROUGH  
BUDGET TRANSFERS –

DEPT:		Mayor				FISCAL YEAR:		2019	
FROM ACCOUNT:						TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$668,824.31	\$150,000.00	83600	32918	Stabilization-Open Space	\$150,000.00	19300006	58170	Open Space Acquisition	\$0.00
Reason:					For purchase of property on Berlin Rd				
	\$150,000.00	Total			\$150,000.00	Total			

ADOPTED

ORDER NO. 19-1007584



# IN CITY COUNCIL

Marlborough, Mass., MARCH 11, 2019

## ORDERED:

Pursuant to M.G.L. c. 30B, § 16(e)(2), the City Council of the City of Marlborough hereby determines that advertising for the proposed purchase of a parcel of land in fee simple interest will not benefit the City's interest because of the unique qualities and location of the properties as hereinafter defined:

Land of proposed purchase of fee simple interest: The parcel identified on the Assessors Map of the City of Marlborough as Map 41 Parcel 37B, containing 10.09 acres, located on Berlin Road, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 27781, Page 51. The person having a beneficial interest in this parcel is Ernest A. Houde, Jr. of 399 Berlin Road, Marlborough, MA.

The above-identified parcel satisfies the requirements of said M.G.L. c. 30B, § 16(e)(2), because: (i) the parcel is uniquely situated because it abuts Map 41, Parcel 25, both of which are classified as Agricultural and Horticultural land pursuant to M.G.L. c. 61A; (ii) include wetlands and seasonal wetlands which feed Flagg Swamp and Flagg Brook which fall within the City's 2011-1018 Open Space and Recreation Plan to preserve and protect watershed to wetland and water resource areas; (iii) feeds into the Fort Meadow Reservoir, the City's recreational lake, which will be protected and preserved by the acquisition and (iv) supports a variety of wildlife.

It is further ordered that the Mayor is authorized to negotiate and enter into a purchase and sales agreement for the above-identified parcel subject to the following conditions: (i) that, in accordance with M.G.L. c. 43, § 30, the purchase price of any parcel shall not exceed more than 25% of the average assessed value of the parcel during the previous three years; and (ii) that the City's performance under any purchase and sales agreement will be contingent upon a favorable vote of the City Council authorizing the appropriation of sufficient funds for the purchase of the parcel, be and is herewith refer to **FINANCE COMMITTEE & OPEN SPACE COMMITTEE**.

ADOPTED

ORDER NO. 19-1007584



# City of Marlborough Office of the Mayor

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

Arthur G. Vigeant  
MAYOR

Kate Hanagan  
EXECUTIVE AIDE

Patricia Bernard  
EXECUTIVE SECRETARY

8

March 6, 2019

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

RE: **Berlin Road Property Acquisition (#41-37B)**

Dear President Clancy and Councilors:

On the March 11, 2019 agenda, there is an item regarding unique acquisition of a parcel off Berlin Road. It is my recommendation that the City Council approve the proposed acquisition.

The above-identified parcel satisfies the requirements of said M.G.L. c. 30B, § 16(e)(2), for the following reasons: (i) the parcel is uniquely situated because it abuts Map 41, Parcel 25, both of which are classified as Agricultural and Horticultural land pursuant to M.G.L. c. 61A; (ii) include wetlands and seasonal wetlands which feed Flagg Swamp and Flagg Brook which fall within the City's 2011-1018 Open Space and Recreation Plan to preserve and protect watershed to wetland and water resource areas; (iii) feeds into the Fort Meadow Reservoir, the City's recreational lake, which will be protected and preserved by the acquisition and (iv) supports a variety of wildlife.

The attached order also authorizes me to negotiate a Purchase and Sale not to exceed \$150,000.00. Please also find enclosed a letter from Chief Procurement Officer Beverly Sleeper that further outlines why this proposed purchase is a unique acquisition under the proper procurement laws.

In addition, I have enclosed an order to transfer \$150,000.00 out of Open Space Stabilization in order to make a deposit on any negotiated purchase and sale. As with the proposed purchase final approval to purchase this parcel must come from City Council. This order does not authorize me to purchase the parcel without your approval.

I am available to discuss this proposal with you further. In the meantime, if you have any questions, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures

*Find  
Open Space*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2019 MAR - 7 A 11:53

City of Marlborough



**PROCUREMENT OFFICE**

**140 Main Street, 3<sup>RD</sup> Floor, Marlborough, MA 01752**

**DIRECT DIAL (508) 460-3707**

**BSLEEPER@MARLBOROUGH-MA.GOV**

March 6, 2019

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

RE: Unique Acquisition of Real Property – Watershed Protection Off Berlin Road

Dear Mayor Vigeant:

Pursuant to the provisions of M.G.L. c. 30B, § 16, the City is interested in acquiring a parcel of land off Berlin Road and identified on Assessors' Map 41, Parcel 37B (the "Land") containing approximately 10.09 acres. As the proposed acquisition of real property involves more than 2,500 square feet, an advertisement must be published at least 30 days prior to executing a binding agreement to acquire the property.

For the City Council's deliberation and approval, I have determined that the location and qualities of the Land satisfy the unique requirements of the City pursuant to M.G.L. c. 30B, § 16(e)(2). Specifically, (i) the parcel is uniquely situated because it abuts Map 41, Parcel 25, both of which are classified as Agricultural and Horticultural land pursuant to M.G.L. c. 61A; (ii) include wetlands and seasonal wetlands which feed Flagg Swamp and Flagg Brook which fall within the City's 2011-1018 Open Space and Recreation Plan to preserve and protect watershed to wetland and water resource areas including rivers, streams and ponds; (iii) feeds into the Fort Meadow Reservoir, the City's recreational lake, which will be protected and preserved by the acquisition and (iv) supports a variety of wildlife.

In light of the foregoing, it is my opinion that it is proper to acquire this Land by unique acquisition due to its unique location and for watershed protection. I will publish this determination along with the names of parties having a beneficial interest in the property as required under M.G.L. c. 7C, § 38, the location and size of the property, and the proposed purchase price in the Commonwealth's Central Register not less than thirty (30) days before the City enters into a binding agreement with the current owners to purchase real property identified above under a unique acquisition determination.

Sincerely,

A handwritten signature in cursive script that reads "Beverly J. Sleeper".

Beverly J. Sleeper  
Chief Procurement Officer

ORDERED:

Pursuant to M.G.L. c. 30B, § 16(e)(2), the City Council of the City of Marlborough hereby determines that advertising for the proposed purchase of a parcel of land in fee simple interest will not benefit the City's interest because of the unique qualities and location of the properties as hereinafter defined:

Land of proposed purchase of fee simple interest: The parcel identified on the Assessors Map of the City of Marlborough as Map 41 Parcel 37B, containing 10.09 acres, located on Berlin Road, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 27781, Page 51. The person having a beneficial interest in this parcel is Ernest A. Houde, Jr. of 399 Berlin Road, Marlborough, MA.

The above-identified parcel satisfies the requirements of said M.G.L. c. 30B, § 16(e)(2), because: (i) the parcel is uniquely situated because it abuts Map 41, Parcel 25, both of which are classified as Agricultural and Horticultural land pursuant to M.G.L. c. 61A; (ii) include wetlands and seasonal wetlands which feed Flagg Swamp and Flagg Brook which fall within the City's 2011-1018 Open Space and Recreation Plan to preserve and protect watershed to wetland and water resource areas; (iii) feeds into the Fort Meadow Reservoir, the City's recreational lake, which will be protected and preserved by the acquisition and (iv) supports a variety of wildlife.

It is further ordered that the Mayor is authorized to negotiate and enter into a purchase and sales agreement for the above-identified parcel subject to the following conditions: (i) that, in accordance with M.G.L. c. 43, § 30, the purchase price of any parcel shall not exceed more than 25% of the average assessed value of the parcel during the previous three years; and (ii) that the City's performance under any purchase and sales agreement will be contingent upon a favorable vote of the City Council authorizing the appropriation of sufficient funds for the purchase of the parcel.

ADOPTED  
In City Council  
Order No. 19-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



# Map 41-37B

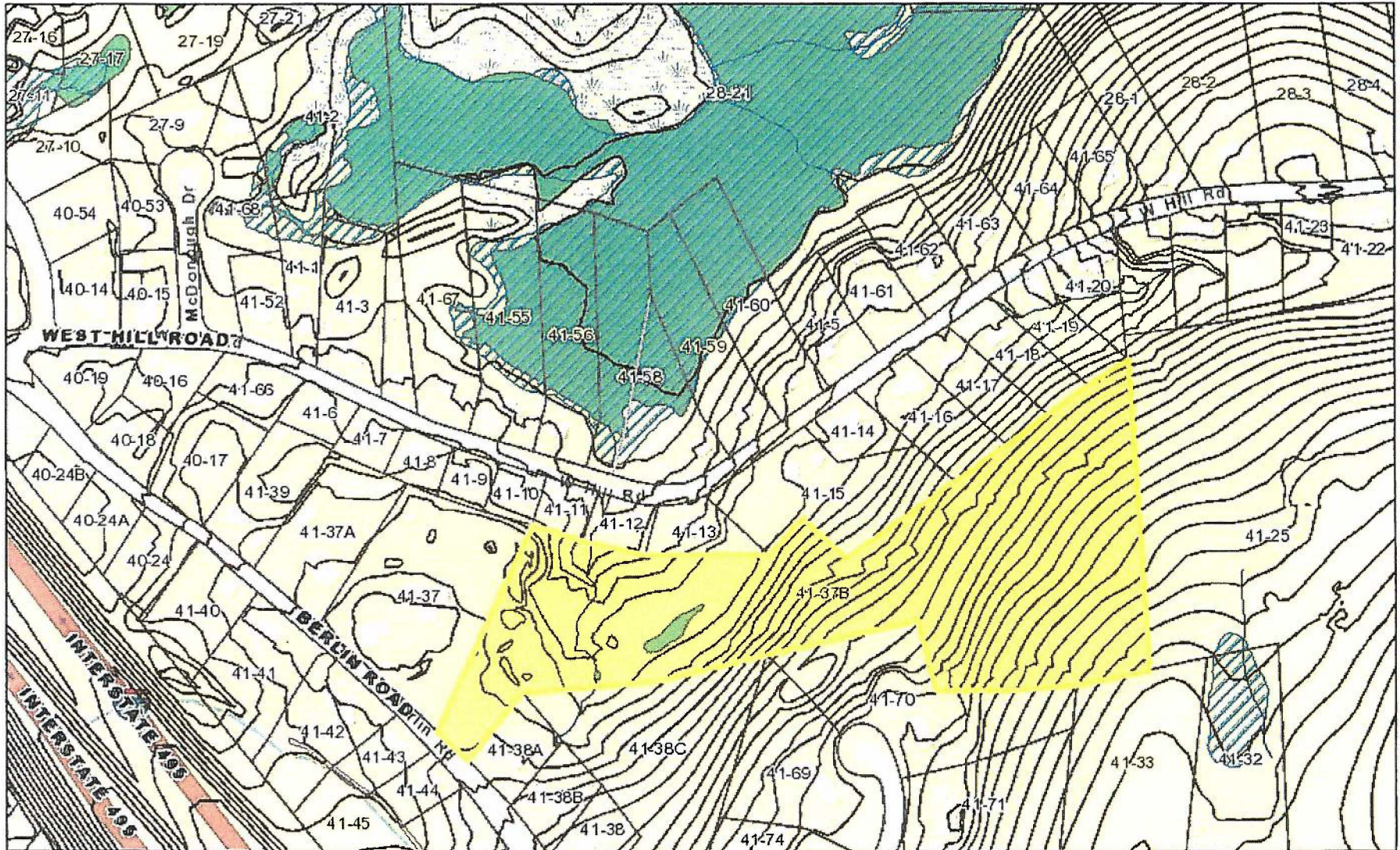
Marlborough, MA



March 6, 2019

1 inch = 268 Feet

[www.cai-tech.com](http://www.cai-tech.com)



Data shown on this map 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 map.

## PURCHASE AND SALE AGREEMENT

This \_\_\_\_\_ day of March 2019

1. **PARTIES AND MAILING ADDRESSES**

**Ernest Houde, Jr.**  
**322 Framingham Road, Marlborough, MA**  
hereinafter called the SELLER, agrees to SELL and  
**City of Marlborough**  
**Main Street, City Hall, Marlborough, MA**  
hereinafter called the BUYER or PURCHASER, agrees to BUY, upon the terms hereinafter set forth, the following described premises: **00 Berlin Road, Marlborough, MA**
2. **DESCRIPTION**

All land located at **00 Berlin Road, Marlborough, MA – Assessors Map 41 – 37B** and further described in the **Middlesex Registry of Deeds Book 27781 and Page 51.**
3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES**

Included in the sale as a part of said premises are the improvements now thereon, and the fixtures belonging to the SELLER, if any, and used in connection therewith.
4. **TITLE DEED**

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except:

  - (a) Provisions of existing building and zoning laws, but not in violation thereof;
  - (b) Existing rights and obligations in party walls which are not the subject of written agreement;
  - (c) Such taxes for the then current year as are not due and payable on the date of delivery of such deed;
  - (d) Any liens for municipal betterments assessed after the date of this agreement;
  - (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;
5. **PLANS**

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.
6. **REGISTERED TITLE**

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.
7. **PURCHASE PRICE**

The agreed purchase price for said premises is **\$150,000.00**  
**One Hundred Fifty Thousand** dollars, to be paid at the time of delivery of the deed in cash, or by certified, cashier's, treasurer's or bank check(s) or a check from an attorney's IOLTA account drawn on a Massachusetts bank.
8. **TIME FOR PERFORMANCE; DELIVERY OF DEED**

Such deed is to be delivered at **12:00 o'clock P.M.** on the **on or before 60 days from the date of this Agreement**, at the **Middlesex District Registry of Deeds, or at buyer's lender's office**, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this agreement. The deed may also be delivered at the office of the Buyer's bank's attorney. In the event of a default hereunder by the Buyer or if the Buyer fails to perform any of the Buyer's obligations hereunder, the Seller shall have no obligation to tender a deed.
9. **POSSESSION and CONDITION of PREMISES**

Full possession of said premises, free of all tenants and occupants, except as herein provided, is to be delivered at the time of delivery of the deed, said premises to be then (a) in the same condition as they now are, reasonable use and wear thereof excepted, and (b) in compliance with the provisions of any instrument referred to in clause 4 hereof. The BUYER shall be entitled personally to enter said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.



10. **EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM** If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty days as long as there is no adverse affect to Buyer's financing.
11. **FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, etc.** If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this agreement shall be void without recourse to the parties hereto.
12. **BUYER'S ELECTION TO ACCEPT TITLE** The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either  
 (a) pays over or assigns to the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less an amounts reasonably expended by the SELLER for any partial restoration, or  
 (b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.  
 (c) In the event of damage of/or destruction to the premises by fire, vandalism or other casualty in excess of \$5,000.00, at Buyer's option this Agreement may be terminated and all funds paid hereunder by Buyer shall be immediately refunded to Buyer.
13. **ACCEPTANCE OF DEED** The acceptance of a deed **and recording** by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed or within a reasonable period of time following the closing in conformity with local conveyancing practices.
14. **USE OF MONEY TO CLEAR TITLE** To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed or within a reasonable period of time following the date of closing in conformity with local conveyancing practices.
15. **INSURANCE** Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:  

<i>Type of Insurance</i>	<i>Amount of Coverage</i>
(a) Fire and Extended Coverage	\$ as presently insured
(b)	

All risk of loss to remain with the Seller until delivery and recording of the Deed.

16. **ADJUSTMENTS** Water and sewer use charges and taxes for the then current fiscal year shall be apportioned and fuel value shall be adjusted as of the day of performance of this agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. **ADJUSTMENT OF UNASSESSED AND ABATED TAXES** If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of

obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. **BROKER'S FEE** None/Deleted
19. **BROKER(S) WARRANTY** None/Deleted
20. **DEPOSIT** None/Deleted
21. **BUYER'S DEFAULT; DAMAGES** If the BUYER shall fail to fulfill the BUYER's agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be the Seller's sole and exclusive remedy at law and in equity for any default by Buyer under this Agreement.
22. **RELEASE BY HUSBAND OR WIFE** The SELLER's spouse hereby agrees to join in said deed and to release and convey all statutory and other rights and interests in said premises.
23. **BROKER AS PARTY** The Broker(s) named herein join(s) in this agreement and become(s) a party hereto, insofar as any provisions of this agreement expressly apply to the Broker(s), and to any amendments or modifications of such provisions to which the Broker(s) agree(s) in writing.
24. **LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, etc.** If the SELLER or BUYER executes this agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
25. **WARRANTIES AND REPRESENTATIONS** The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):  
NONE whatsoever.
26. **FINANCINT CONTINGENCY CLAUSE** The Sale of said premises shall be contingent upon the City of Marlborough obtaining all necessary votes and approvals to purchase said property , including but not limited to Approval of funding from the City Council of the City of Marlborough. Buyer shall obtain said approvals within 30 days of the date of this agreement or said agreement shall become null and void without recourse to either party.
27. **CONSTRUCTION OF AGREEMENT** This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be cancelled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this agreement or to be used in determining the intent of the parties to it.
28. **LEAD PAINT LAW** Deleted
29. **SMOKE DETECTORS** Deleted
30. **ADDITIONAL PROVISIONS** The following initialized and/or signed riders, if any, attached hereto, are incorporated by reference.
31. **POST CLOSING ADJUSTMENTS**

If any errors or omissions are found to have occurred in any calculations, figures, or adjustments used in the Settlement Statement signed by the parties (or would have been included if not for any such error or omission) and notice thereof is given within two months of the date of the delivery of the deed to the party to be charged, then such party agrees to make a payment to correct the error or omission. This provision shall survive the delivery of the deed.

### 32. AFFIDAVITS AND CERTIFICATES

At the closing, SELLER shall execute and/or deliver to BUYER the following documents:

- a) an affidavit stating that SELLER is not a foreign person under Internal Revenue Code Section 1445;
- b) an affidavit to BUYER and BUYER'S title insurance company completed and in the form and substance of the Real Estate Bar Association Title Insurance Affidavit, RBA Form Section 115;
- c) Completed Internal Revenue Code Section 1099 Forms;
- d) any other affidavits and certificates customary in the greater Worcester County area in connection with transactions of this type including any and all mechanic's lien affidavits.

**NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.**

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SELLER: **Ernest Houde Jr.**

**City of Marlborough**

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

BUYER:

3K

QUITCLAIM DEED

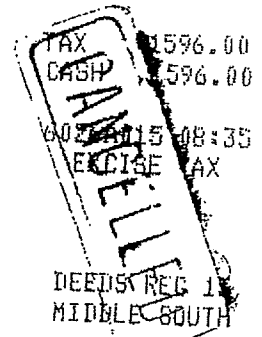
KNOW ALL MEN BY THESE PRESENTS

That, WE, ERNEST A. HOUDE, SR. and JANE F. HOUDE of the 167 West Main Street, Town of Marlborough, County of Middlesex, Commonwealth of Massachusetts, in consideration of Three Hundred Fifty Thousand and 00/100 (\$350,000.00) Dollars grants to ERNEST A. HOUDE, JR. of 399 Berlin Road, Town of Marlborough, County of Middlesex, Commonwealth of Massachusetts, individually

with QUITCLAIM COVENANTS the land in Marlborough, Middlesex, Commonwealth of Massachusetts as described in Schedule A attached hereto and made a part hereof.

Grantee and Property address: 399 Berlin Road, Marlborough, Massachusetts 01752

Executed as a sealed instrument this 1<sup>st</sup> day of October, 1997



Daniel R. Perkins Witness  
Ernest A. Houde, Sr. ERNEST A. HOUDE, SR.

Jane F. Houde JANE F. HOUDE

10/20/97

COMMONWEALTH OF MASSACHUSETTS)  
)ss: Marlborough  
COUNTY OF MIDDLESEX )

On this the 1<sup>st</sup> day of October, 1997 in said County, before me personally appeared ERNEST A. HOUDE, SR. and JANE F. HOUDE to me known and known to me to be the persons executing the foregoing instrument and acknowledged said execution to be their free act and deed.

Daniel R. Perkins  
Notary Public Daniel R. Perkins  
My Commission Expires Nov. 7, 1997.

399 Berlin Road, Marlborough

NOV 10/20/97 08:59:50 \$8 25.00  
\*\*\* HACS. EXCISE TAX: 1596.00 \*\*\*

RETURN TO  
Ernest A. Houde, Jr  
399 Berlin Road  
Marlborough, MA  
01752

HOUDE  
 399 BERLIN ROAD  
 MARLBOROUGH, MA 01752

"EXHIBIT A"

*The land in Marlborough, Middlesex County, Massachusetts, with the buildings thereon, on the Easterly side of Berlin Road, and being shown as Lot 4 on plan entitled "Plan of Land, Marlborough, Mass., Owned by Charles I. & Gertrude E. Hudson, Scale 1" = 80', March 29, 1968, Survey by Veo & Wheeler Inc., Hudson, Mass." to be recorded herewith, and being bounded and described as follows:*

*BEGINNING at the northwesterly corner of the premises at an iron pipe on the Easterly side of Berlin Road;*

*THENCE N. 49° 43' 08" E. by land of George L. & Marion Sasseville 326.30 feet to an iron pipe;*

*THENCE S. 51° 32' 15" E. by land of J. M. & K. E. Collachio 63.02 feet to a point;*

*THENCE S. 56° 46' 20" E. by land of A.A. & N.J. Hassapes 100.00 feet to a point;*

*THENCE S. 57° 20' 00" E. by land of M.G. Geldart; A.C. & M. M. Bennett; and Frances Kaufman 334.18 feet to an iron pipe;*

*THENCE S. 76° 18' 48" E. by land of J. J. & J. C. Brule 248.38 feet to an iron pipe;*

*THENCE N. 57° 52' 51" E. 98.33 feet to a point;*

*THENCE S. 32° 05' 00" E. 122.00 feet to an iron pipe;*

*THENCE N. 70° 39' 37" E. 396.78 feet to a point;*

*The last three courses being by land of Cecil E. & Grace E. Standish and land of G. L. & E. V. Berte;*

*THENCE N. 70° 02' 45" E. by land of H. H. & T. J. Noyes 100.41 feet to a point;*

*THENCE N. 70° 05' 65" E. by land of F. B. Jr. & C. E. Baker and J. M. & S. Padula 190.45 feet;*

*THENCE S. 12° 06' 06" W. by land of Dorothy E. Rowles 624.62 feet to a drill hole;*

*THENCE N. 88° 36' 51" W. by land of M. J. & A. M. Meschini 146.95 feet to a drill hole;*

*THENCE N. 76° 00' 29" W. 156.51 feet to a drill hole;*

*THENCE N. 74° 25' 41" W. 33.00 feet to a point;*

*THENCE N. 69° 39' 26" W. 26.12 feet to a drill hole;*

*THENCE N. 76° 15' 56" W. 67.84 feet to a drill hole;*

*THENCE N. 02° 37' 03" E. 164.99 feet to a drill hole;*

*The last five courses being along a stone wall by land of Demis W. S. Weagle;*

*THENCE N. 89° 47' 58" W. by land of said Demis W. S. Weagle and land of Charles I. & Gertrude E. Hudson 530.42 feet to a stone wall;*

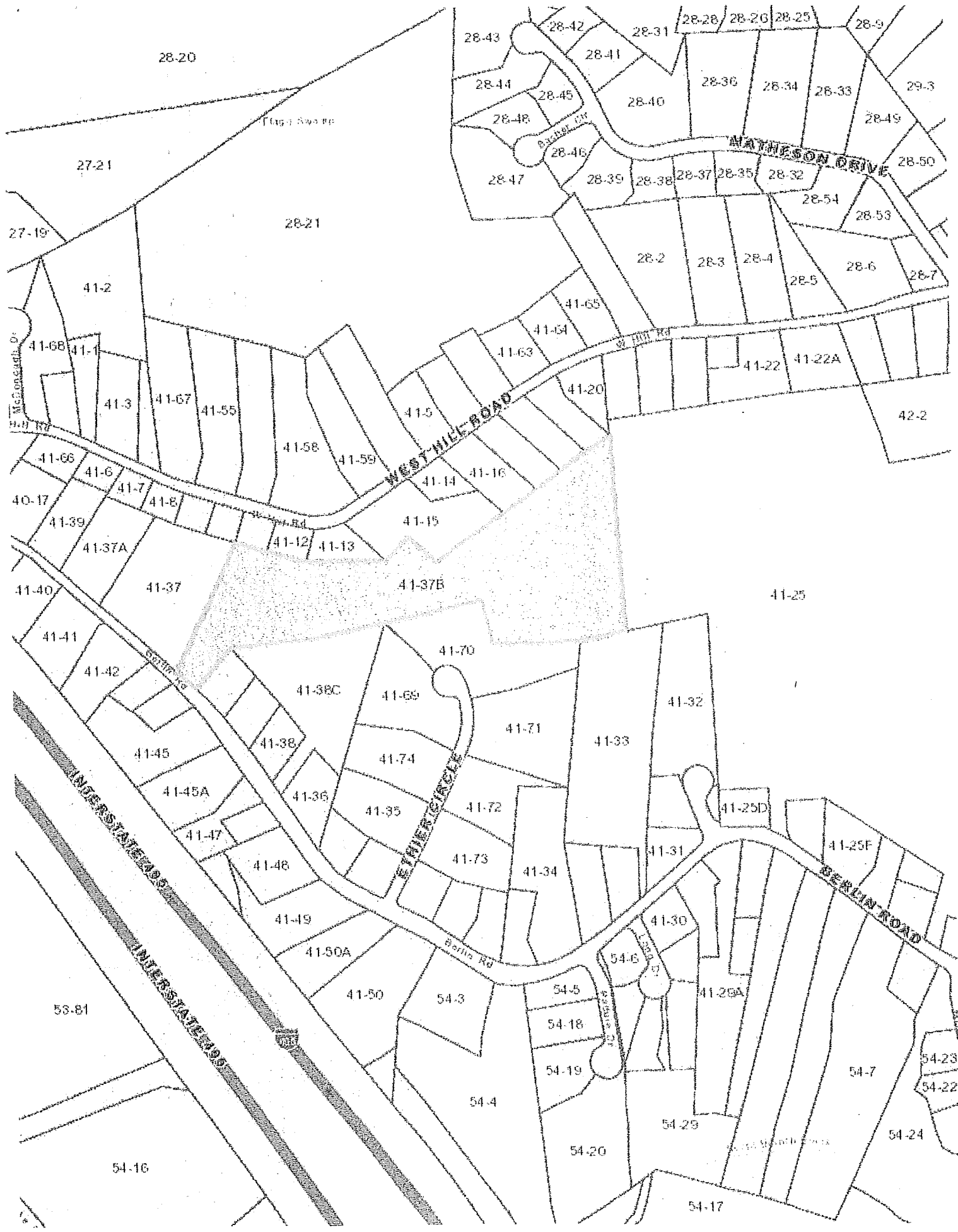
*THENCE N. 76° 13' 27" W. by land of said Charles I. & Gertrude E. Hudson 280.61 feet to a point;*

*THENCE S. 57° 16' 30" W. by land of Thomas & Joann Thorburn 170.00 feet to a point at Berlin Road;*

*THENCE along the easterly side of Berlin Road northwesterly by a curve with a length of 103.13 feet to a point;*

*THENCE N. 32° 43' 47" W. along the easterly side of said Berlin Road 293.21 feet to the point of beginning.*

*For Title see Deed recorded in Book 11495, Page 748.*



28-20

28-43 28-42 28-31 28-28 28-26 28-25 28-9  
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41-66 41-6 41-7 41-8 41-58 41-59 41-14 41-16 41-20 42-2  
40-17 41-39 41-37A 41-12 41-13 41-15 41-11 41-16  
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41-41 41-42 41-38C 41-69 41-70 41-71 41-32 41-33  
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41-49 41-50A 41-50 54-3 54-5 41-25A 54-6  
53-81 54-4 54-18 54-19 54-20 54-29 54-7 54-23 54-22 54-24

54-16

54-17

ORDERED:

That, pursuant to Mass. Gen. Laws c. 43, § 30 and c. 40, § 5B, the City Council, by a two-thirds vote of all its members, hereby authorizes an appropriation from Stabilization – Open Space (account # 83600-32918) in the amount of \$150,000.00 as sufficient funds to pay for the proposed purchase of the parcel located at Berlin Road; provided, however, that the thirty-day period following the City's publication in the Central Register of the proposed purchase has expired as required by law.

ADOPTED  
In City Council  
Order No. 19-

Adopted

Approved By Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2019

FROM ACCOUNT:

TO ACCOUNT:

Available  
Balance

Amount

Org Code

Object

Account Description:

Amount

Org Code

Object

Account Description:

Available  
Balance

\$668,824.31

\$150,000.00

83600

32918

Stabilization-Open Space

\$150,000.00

19300006

58170

Open Space Acquisition

\$0.00

Reason:

\_\_\_\_\_

For purchase of property on Berlin Rd

Reason:

\_\_\_\_\_

Reason:

\_\_\_\_\_

Reason:

\_\_\_\_\_

\$150,000.00

Total

\$150,000.00

Total

Department Head signature:

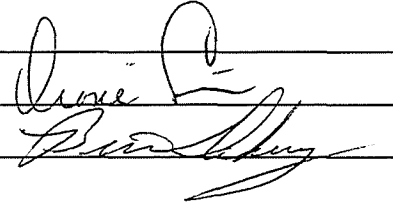
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Auditor signature:

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Comptroller signature:

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# IN CITY COUNCIL

Marlborough, Mass., FEBRUARY 25, 2019

## ORDERED:

That there being no objection thereto set **MONDAY, MARCH 11, 2019** as the **DATE FOR PUBLIC HEARING** On the proposal relative to Municipal Aggregation Order, be and is herewith refer to **FINANCE COMMITTEE & ADVERTISE**

1. This order supersedes Order No. 17-1006881 dated April 10, 2017.
2. The goal of the Ad-Hoc Municipal Aggregation Committee is to obtain competitive electric supply offers that will provide stability and predictability and on a yearly average be lower than the National Grid Fixed Basic Service Rates during the same period.
3. Establish an Ad-Hoc Municipal Aggregation Committee that will review competitive electric supply agreements and make recommendations to the Mayor. The Municipal Aggregation Committee will consist of 5 members including:
  - The Mayor
  - Two City Councilors (appointed by the City Council President)
  - The Chief Procurement Officer
  - The DPW Commissioner (or designee)
  - A quorum shall consist of a minimum of 3 members
4. The Ad-Hoc Municipal Aggregation Committee will provide periodic updates to the City Council on Municipal Aggregation implementation.
5. All suppliers of electricity licensed by the Department of Public Utilities and qualified to do business in the Commonwealth of Massachusetts can participate in the City's Municipal Aggregation Program.

## BACKGROUND:

On October 15, 2018, the City Council approved Order #18-1007435 to have the Ad-Hoc Municipal Aggregation Committee review Council Order 17-1006881 regarding item #2 "The goal of Municipal Aggregation is to require that the R-1 (residential) class rates be lower than the prevailing National Grid Fixed Basic Service Rate" and report back to the City Council. The purpose of the review was to determine if there may be a financial benefit to the residents of Marlboro by entering into agreements for longer electricity supply contracts that may contain savings over the long run but may be occasionally higher than the National Grid Fixed Basic Service Rate. The Ad-Hoc Municipal Aggregation Committee meeting minutes from February 11, 2019 document the Committee's unanimous decision to revise the order to allow the City to enter into longer electrical supply contracts to provide stability and predictability for electrical supply rates while potentially providing greater savings to Marlboro residents than the current process. Recommend the above order be referred to the Finance Committee, set a public hearing for March 11, 2019 and advertise. Submitted by Councilor Ossing

## ADOPTED

ORDER NO. 19-1007578

X 17-1006881

X06-1001337A

# Municipal Aggregation Order Enhancements

Michael Ossing

Chairman Ad-Hoc Municipal Aggregation Committee

March 11, 2019

# PURPOSE

- To alleviate price swings between summer and winter periods and provide stability and predictability for Marlborough residents.
- Take advantage of market conditions to secure favorable electrical supply contracts.

# The Change

- Current Wording:
  - The goal of Municipal Aggregation is to **require** that the R-1 (residential) class rates **be lower than** the prevailing National Grid Fixed Basic Service Rate.
- Proposed Wording
  - The goal of the Ad-Hoc Municipal Aggregation Committee is to **obtain competitive electric supply offers that will provide stability and predictability and on a yearly average be lower than** the National Grid Fixed Basic Service Rates during the same period.

# 46 Municipality Contract Length

<b>Contract Length (months)</b>	<b>Participating Municipalities</b>	<b>Contract Length (months)</b>	<b>Participating Municipalities</b>
6	4	23	1
8	1	24	7
9	1	30	5
12	4	36	20
18	2	40	1

# 46 Existing Contract Rates

<u>CITY/TOWN</u>	<u>UTILITY</u>	<u>SUPPLIER</u>	<u>CONTRACT TERM</u>	<u>LENGTH</u>	<u>RATE</u>
<b>National Grid Residential Basic Service Rate [WINTER]</b>			<b>November 2018 - May 2019</b>	<b>6</b>	<b>.13718</b>
<b>Marlborough</b>	<b>National Grid</b>	<b>Direct Energy</b>	<b>November 2018 - May 2019</b>	<b>6</b>	<b>.13650</b>
<b>Lowell</b>	National Grid	CMEEC	November 2017-October 2019	23	.13650
<b>Tyngsborough</b>	National Grid	First Point	November 2018 - July 2019	8	.13130
<b>Lancaster</b>	National Grid	NextEra	December 2018 - June 2019	6	.13129
<b>North Andover</b>	National Grid	Constellation	January 2019 - July 2019	6	.12685
<b>Auburn</b>	National Grid	Constellation	June 2018 - June 2019	12	.12165
<b>Heath</b>	National Grid	Constellation	December 2018 - December 2019	12	.11924
<b>Lanesborough</b>	Eversource West	First Point	January 2018 - July 2019	6	.11674
<b>Sandisfield</b>	Eversource West	First Point	January 2019 - January 2020	12	.11533
<b>Millville</b>	National Grid	Direct Energy	November 2018 - November 2021	36	.11417
<b>Williamsburg</b>	National Grid	NextEra	November 2017 - May 2019	18	.11376
<b>Egremont</b>	National Grid	Verde	January 2018 - July 2019	18	.11354
<b>West Bridgewater</b>	National Grid	Direct Energy	November 2018 - November 2021	36	.11326
<b>Holliston</b>	Eversource East	Public Power	June 2018 - December 2020	30	.11273
<b>Great Barrington</b>	National Grid	NextEra	November 2018 - November 2019	12	.11259
<b>Salisbury</b>	National Grid	First Point	January 2019 - January 2022	36	.11065
<b>Plympton</b>	Eversource East	Public Power	July 2018 - January 2021	30	.11056
<b>Berlin</b>	National Grid	Constellation	July 2018 - November 2021	40	.10999
<b>Lunenburg</b>	Unitil	Constellation	November 2018 - November 2021	36	.10998
<b>Tewksbury</b>	National Grid	Direct Energy	December 2018 - December 2021	36	.10990
<b>Carlisle</b>	Eversource East	Public Power	July 2018 - January 2021	30	.10981

# 46 Existing Contract Rates

<b>Ashby</b>	Unitil	Constellation	November 2017 - November 2019	24	.10969
<b>Ashland</b>	Eversource East	Public Power	June 2018 - December 2020	30	.10947
<b>Halifax</b>	National Grid	NextEra	September 2017 - September 2020	36	.10876
<b>National Grid Residential Basic Service Rate [SUMMER]</b>			<b>May 2018 - November 2018</b>	<b>6</b>	<b>.10870</b>
<b>Clarksburg</b>	National Grid	Public Power	November 2017 - November 2020	36	.10708
<b>Dalton</b>	Eversource West	Public Power	January 2018 - January 2021	36	.10708
<b>Florida</b>	National Grid	Public Power	November 2017 - November 2020	36	.10708
<b>Lenox</b>	National Grid/ Eversource West	Public Power	November 2017 - November 2020	36	.10708
<b>Monterey</b>	National Grid	Public Power	November 2017 - November 2020	36	.10708
<b>New Marlborough</b>	National Grid	Public Power	November 2017 - November 2020	36	.10708
<b>North Adams</b>	National Grid	Public Power	November 2017 - November 2020	36	.10708
<b>Sheffield</b>	National Grid	Public Power	November 2017 - November 2020	36	.10708
<b>West Stockbridge</b>	National Grid	Public Power	November 2017 - November 2020	36	.10708
<b>Williamstown</b>	National Grid	Public Power	November 2017 - November 2020	36	.10708
<b>Billerica</b>	National Grid	NextEra	January 2019 - January 2021	24	.10631
<b>Wendell</b>	National Grid	Verde	January 2018 - January 2020	24	.10554
<b>Kingston</b>	Eversource East	NextEra	September 2017 - March 2020	30	.10523
<b>Adams</b>	National Grid	Public Power	November 2017 - November 2020	36	.10408
<b>Cheshire</b>	National Grid	Public Power	November 2017 - November 2020	36	.10408
<b>Orange</b>	National Grid	Verde	November 2017 - November 2019	24	.10372
<b>Winchendon</b>	National Grid	Verde	December 2017 - December 2019	24	.10362
<b>Plymouth</b>	Eversource East	NextEra	October 2017 - October 2020	36	.10333
<b>Leverett</b>	Eversource West	First Point	March 2019 - December 2019	9	.10330
<b>Gardner</b>	National Grid	Constellation	November 2017 - November 2019	24	.10249
<b>Marlborough</b>	<b>National Grid</b>	<b>Public Power</b>	<b>May 2018 - November 2018</b>	<b>6</b>	<b>.10159</b>
					<b>.10226</b>
<b>West Brookfield</b>	National Grid	Verde	December 2017 - December 2019	24	.09999
<b>Pittsfield</b>	Eversource West	NextEra	January 2018 - January 2021	36	.09976



# Current State

- Can only go out to bid for a six month contract
- Need to wait for NGrid to set rate
- Competitive Bidders know NGrid's rate when submitting bids
- Limits ability to obtain favorable pricing
- Highest rate of 46 communities (winter)
- Third most favorable rates (summer)
- Missing opportunity to save residents money over 12 month period
- Only community (of the 46) with restriction to be lower than NGrid

# Advantages of Order Changes

- Ability to take advantage of market conditions to obtain favorable pricing for electrical supply contracts
- Can react to market at any time
- Price stability and predictability for Marlborough residents
- Individuals can opt out at any time

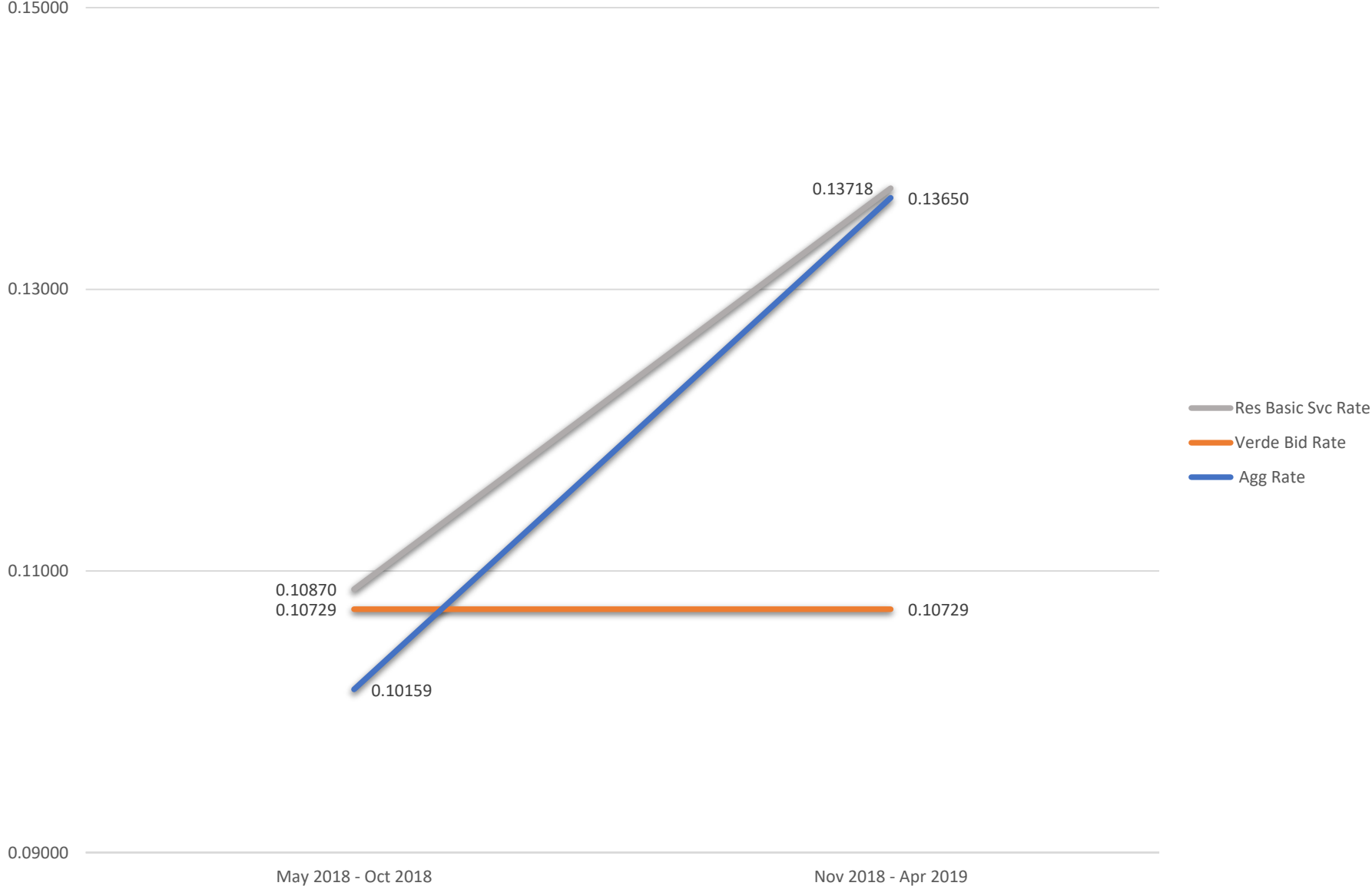
# Example

- Using data from the March 2018 bid process
- If City had selected lowest bidder for 12 month supply (May 2018 to April 2019)
  - Summer rate would have been slightly lower than NGrid (save 85 cents per month versus \$4.27 with Public Power)
  - Winter rate would have been significantly lower than NGrid (save \$17.94 per month versus 41 cents with Direct Energy)
- Over the 12 month period, residents would have saved \$112.74 (versus saving \$28.08 with then-current contracts)
- Net savings with 12 month contract would have been \$84.66

# Based on 600 kW-hr Monthly Usage

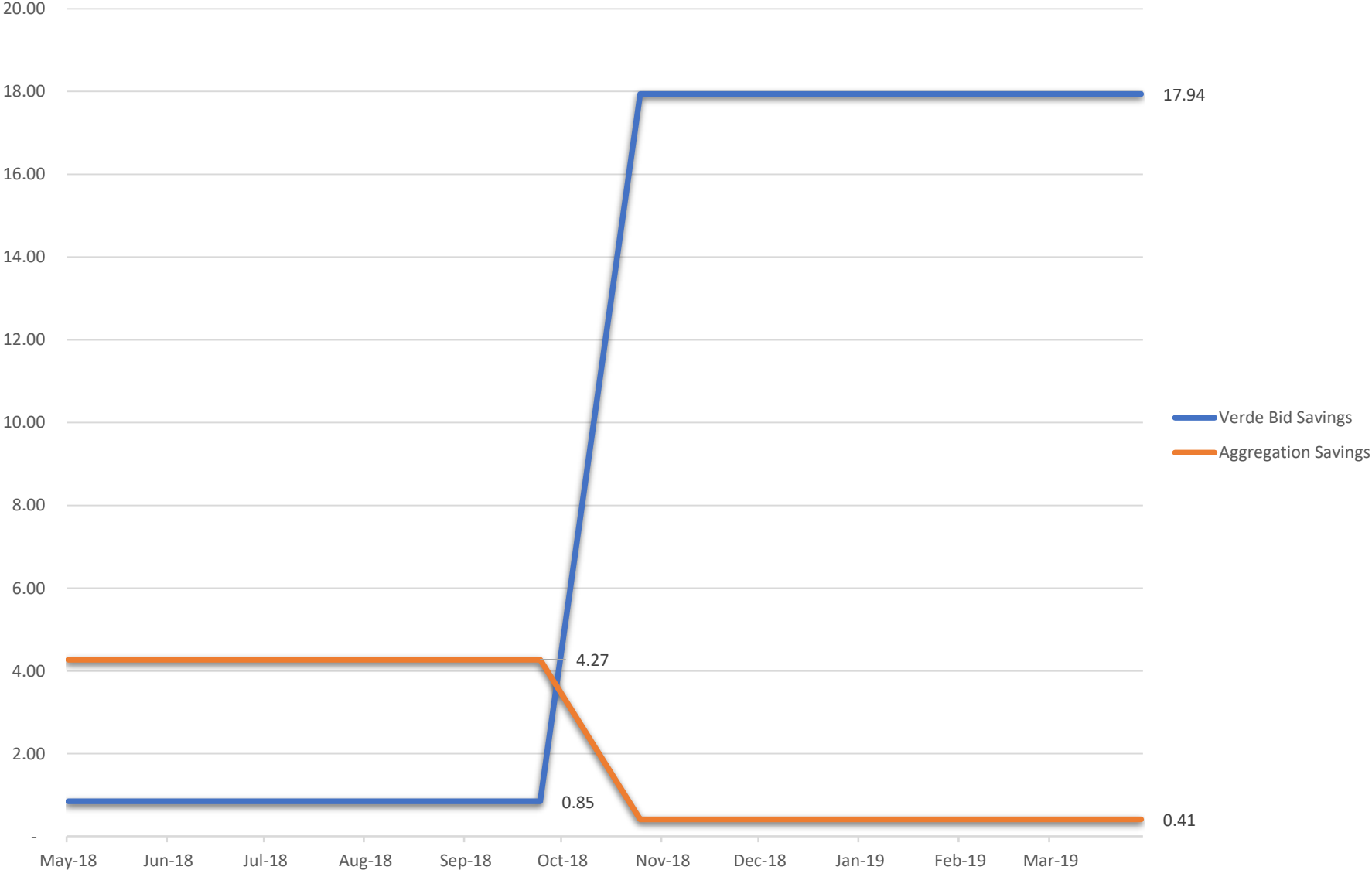
Summer Rate May -Oct 2018 (\$/kW-hr)	Monthly Cost Summer	Winter Rate Nov 2018 – Apr 2019 (\$/kW-hr)	Monthly Cost Winter
NGrid 0.10870	\$65.22	NGrid 0.13718	\$82.31
Public Power 0.10159	\$60.95	Direct Energy 0.13650	\$81.90
Verde 0.10729	\$64.37	Verde 0.10729	\$64.37

# City of Marlborough Past Residential Rate Comparison



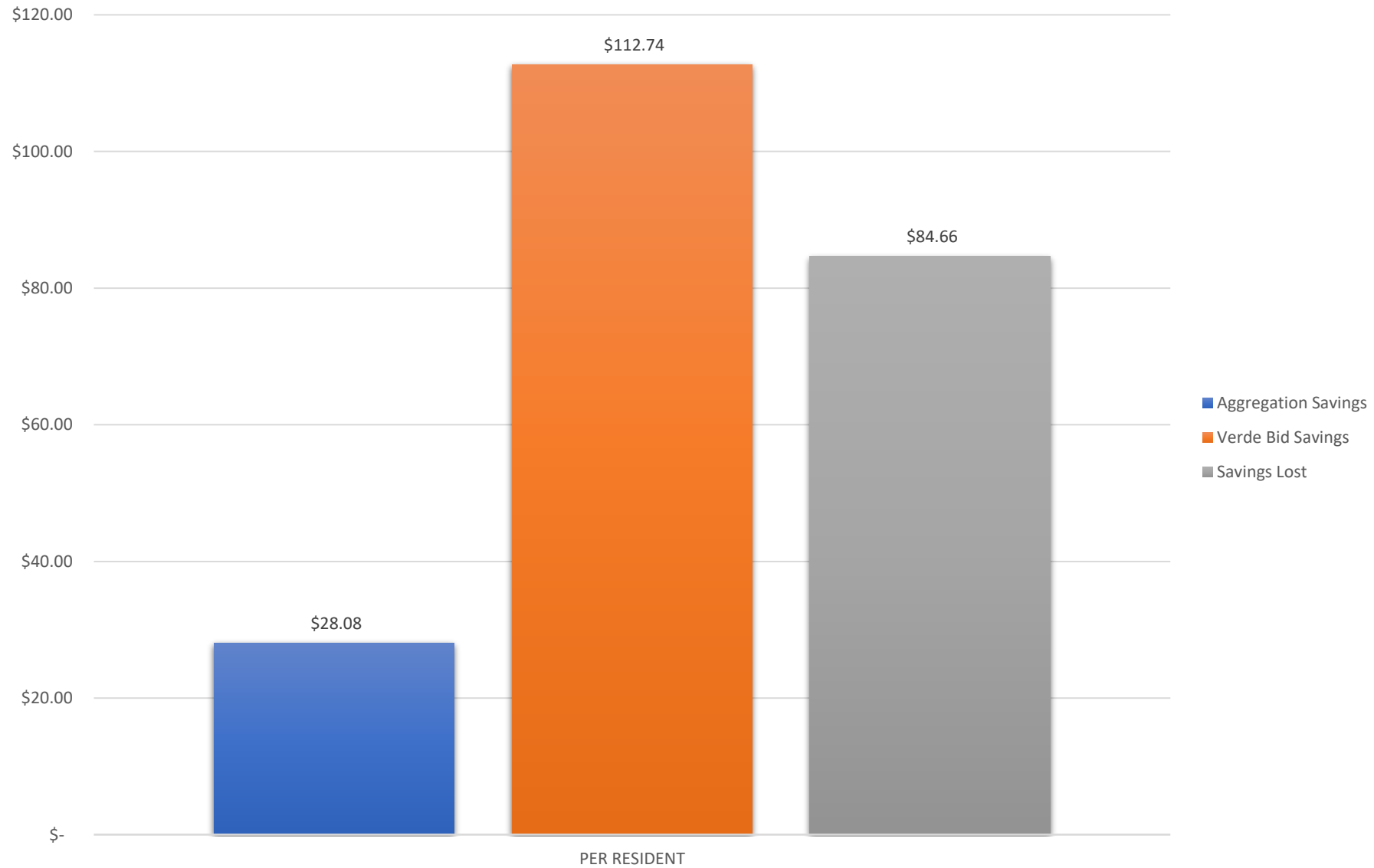
# City of Marlborough Monthly Savings Per Resident Comparison

@ 600 kWh/month

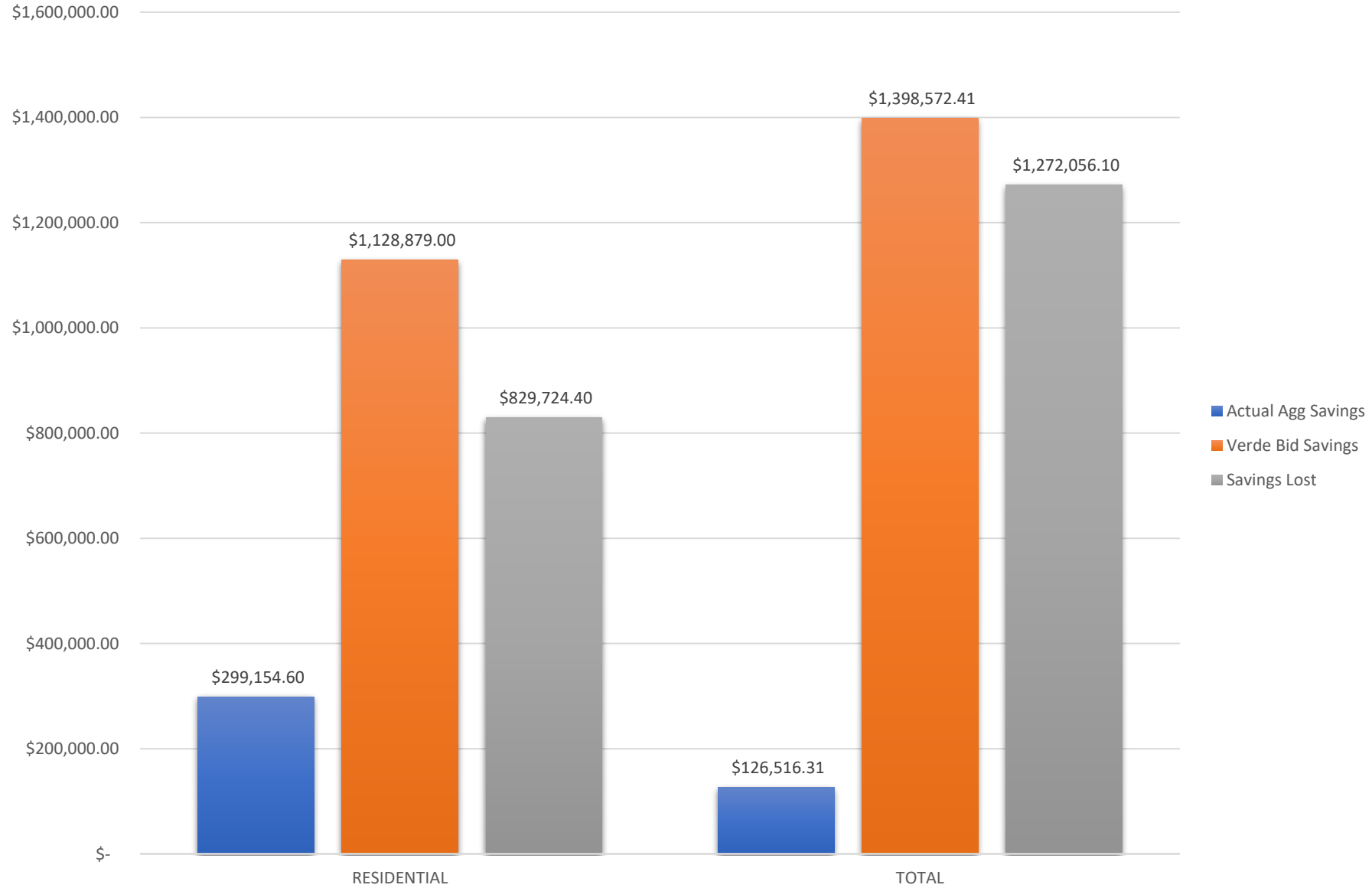


# City of Marlborough Total Savings Per Resident Comparison

@ 600 kWh/month



# City of Marlborough Total Savings Comparison





# Conclusion

- The City Council should approve the changes to the existing order
- The City can take advantage of market conditions to obtain favorable pricing for electrical supply contracts
- The City can react to market at any time
- Marlborough residents will have price stability and predictability for the electrical supply portion of their bill
- Marlborough residents have potential to save more money than the current program
- Marlborough residents can opt out at any time