

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2018 MAR 29 P 1:01

1. Minutes, City Council Meeting, March 19, 2018.
2. PUBLIC HEARING On the Petition of NGrid to install new pole 34-5 for service to Shell Gas Station, 342 Boston Post Road East, Order No. 18-1007200.
3. PUBLIC HEARING On the Application for Special Permit from New England Hydroponics, to use an existing property for retail sales of gardening supplies, 19 Brigham Street, Unit 6, Order No. 18-1007199.
4. PUBLIC HEARING On the Proposed Zoning Map Amendment, Expansion of the Marlborough Village District, Order No. 18-1007195.
5. PUBLIC HEARING On the Proposed Zoning Ordinance Amendment, as it pertains to Article VI Section 650-36, Commercial Village Overlay District, Order No. 18-1007134, X16-1006668.
6. Communication from the Mayor re: Transfer request for Marlborough Economic Development Corporation (MEDC) Land Acquisition in the amount of \$1,075,000.00 which moves funds from Undesignated to MEDC to satisfy a Purchase and Sales Agreement.
7. Communication from the Mayor re: Reappointment of Assistant City Solicitor, Cynthia Panagore Griffin for a term to expire three years from date of confirmation.
8. Communication from the Mayor re: Councilor-At-large Michael Ossing re: Municipal Aggregation-Six Month Fixed Price Contract with Public Power May 2018-October 2018.
9. Communication from City Solicitor, Donald Rider, re: request for Executive Session to discuss pending litigation concerning a land use request involving property off Boston Post Road.
10. Communication from Assistant City Solicitor, Cynthia Panagore Griffin re: Proposed Zoning Ordinance Amendment, Medical Marijuana Treatment Centers, in proper legal form, Order No. 18-1007163-1B, X18-1007151.
11. Communication from Assistant City Solicitor, Cynthia Panagore Griffin re: Proposed Order to Accept Grant of Public Walking Trail Easement from Fairfield Marlborough Limited Partnership.
12. Communication from various residents as noted on the att'd re: Opposition to the Farm Road Retirement Community Overlay District, Order No. 18-1007136A.
13. Communication from Attorney Falk, Mirick O'Connell, re: Proposed Zoning Amendment, Section 650 §5.B-Ancillary Auto Sales.
14. Application for Renewal of Junk Dealers/Second Hand License, Tony Bitar, Hannoush Jewelers, 601 Donald Lynch Blvd.
15. Application for Renewal of Junk Dealers/Second Hand License, TVI, Inc. d/b/a Savers, 222A East Main St.
16. Application for Renewal of Junk Dealers/Second Hand License, Jean Rabelo, Post Road Used Auto Parts of Marlboro, Inc., 785 Boston Post Rd.

**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.**



17. Application for Renewal of Junk Dealers/Second Hand License, Gerald Dumais, Dumais & Sons Second Hand Store, 65 Mechanic St.
18. Communication from Central Mass Mosquito Control Project re: Commencement of Larval Mosquito Control.
19. Minutes, Conservation Commission, March 1, 2018.
20. Minutes, Ad-Hoc Municipal Aggregation Committee, March 22, 2018.
21. Minutes, School Committee, February 13 & 27, 2018.
22. Minutes, Traffic Commission, January 31 & February 28, 2018.
23. Minutes, Board of Assessors, November 29, 2017.
24. CLAIMS:
  - a. Lyonel Jean-Pierre, 21 Reynolds Ct., residential mailbox claim 2(a).
  - b. Edward Bogle, 102 Naugher Ave., residential mailbox claim 2(a).
  - c. James Lukey, 37 Hurley Cir., pothole or other road defect & other property damage and/or personal injury.
  - d. Catherine LaJeunesse, 285 Hemenway St., residential mailbox claim 2(a).
  - e. Bih-Lin Cho, 81 Dowling Lane., residential mailbox claim 2(a).
  - f. Susan Soffan, 8 Pick Wicks Cir., Worcester, pothole or other road defect.
  - g. Andrew Starvaski, 55 Green St., #D158, Clinton, pothole or other road defect.
  - h. USA Motor Sport Inc. 433 Maple St., other property damage and/or personal injury.
  - i. Natasha Heimrath, 67 Denoncourt St., residential mailbox claim 2(a).

#### REPORTS OF COMMITTEES:

25. ORDERED: 1. That the City Council review the results of the FY18 abbreviated budget process. 2. That the City Council approve the Massachusetts Department of Revenue Financial Review Recommendation for adopting an abbreviated budget authorization format for all departments for the FY19 City budget. The City Council will assess the results in April 2019 to determine if the practice will continue. Refer to the Finance Committee.

Background: The City Council approved the abbreviated budget process for FY18 on April 24, 2017 (Order Number 17-1006856A). In its 2006 Financial Management Review of the City of Marlborough, the Massachusetts Department of Revenue recommended that the City adopt several best financial practices including approving the City budget with the salary and expenditure accounts for each department as opposed to the past practice of approving each individual line item. This recommendation was also made in the City's Fiscal Year 2016 audit performed by Roselli, Clark & Associates. Department heads would be able to add funds to their approved salary or expenditure accounts without City Council approval. The Auditor will provide a summary of all transfers within a department's budget each month to the City Council.

.... Submitted by Councilor Ossing

#### UNFINISHED BUSINESS:

##### From Finance Committee

26. **Order No. 18-1007178 – \$56,418,338.00 Bond for New K-5 Elementary School** - The Finance Committee reviewed the Mayor's letter dated February 22, 2018 requesting a \$56,418,338.00 bond for a new K-5 elementary school for 610 students located on Poirier Drive. **The Finance Committee voted 5 - 0 to approve the \$56,418,338.00 amended bond order and voted 5 – 0 to approved the advertising of the amended bond.**



From Personnel Committee

27. **Order No. 18-1007180 - Communication from the Mayor regarding the Appointment of William Doherty to the Parks and Recreation Commission for a term to expire three years from the date of City Council approval. Motion made by Councilor Irish, seconded by the Chair to approve the appointment of William Doherty to the Parks and Recreation Commission for a term to expire three years from the date of City Council approval. The motion carried 3-0.**
28. **Order No. 18-1007197 - Communication from the Mayor regarding the Reappointments of Robert Kays, Brenda Calder, and Mark Vital to the Parks and Recreation Commission for three year terms, expiring three years from the date of confirmation. Motion made by Councilor Irish, seconded by the Chair to approve the reappointments of Robert Kays and Mark Vital to the Parks and Recreation Commission for three year terms, expiring three years from the date of confirmation. The motion carried 3-0. Motion made by Councilor Landers, seconded by the Chair to approve the reappointment of Brenda Calder to the Parks and Recreation Commission for a three-year term, expiring three years from the date of confirmation. The motion carried 3-0.**
29. **Order No. 18-1007181 - Communication from the Mayor regarding the Appointment of Samantha Khosla to the Library Board of Trustees for a term to expire three years from date of City Council approval. Motion made by Councilor Irish, seconded by Councilor Landers, to approve the appointment of Samantha Khosla to the Library Board of Trustees for a term to expire three years from date of City Council approval. The motion carried 3-0.**
30. **Order No. 18-1007133 - Communication from the Mayor regarding the Appointment of Jeffrey Cooke as Building Commissioner. Motion made by Councilor Irish, seconded by Chair, to approve the appointment of Jeffrey Cooke as Building Commissioner (three-year term). The motion carried 3-0.**

From Legislative and Legal Affairs Committee

31. **Order No. 17-1007097-1A & 2A, Communication from Mayor Vigeant regarding Proposed Lodging House Ordinances to comprehensively regulate lodging homes. Councilor Delano moved to remove this from the table; the vote carried 3-0.** The committee had been sent an updated Order 17-1007097-1B, which reflected changes made. The Solicitor's Office determined that for Order 17-1007097-2B, the fee assessed under Article IV, §324-4 of the City Code cannot be greater than \$50 so no change will occur and the order is pulled. These orders were advertised twice as part of Public Hearing and the changes being made aren't more restrictive so no further advertising is needed at this time. **Councilor Delano moved to approve the proposed lodging house ordinance and with it, the amendment to Chapter 351 listing the penalty fee. The motion carried 3-0.**
32. **Order No. 17/18-1007113A, Special Act to increase by two the number of retail all alcohol package store licenses available in the City of Marlborough as requested by the Mayor.** This order was carried over from 2017 and is a Home Rule Petition for Legislature to ask for two additional licenses for the sale of all alcohol beverages not to be drunk on the premises. It was originally proposed for specific businesses but now one will be for a potential developer and one will be available for future request. The licenses, when given out by the License Board, cannot be transferred, and must be returned to License Board to be given out to a new applicant. **Councilor Delano moved to approve the Order asking for a Special Act to increase by two the number of retail all alcohol package store licenses available in the City of Marlborough; the motion carried 3-0.**



From Urban Affairs Committee

33. **Order No. 18-1007163-1B, The Urban Affairs Committee met to discuss a proposed zoning petition submitted by Urban Affairs Chairman Delano that would amend the existing medical marijuana zoning ordinance to allow medical marijuana treatment centers within those portions of the B and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Northborough Town line to Massachusetts State Highway Route 495, and within those portions of the B and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Sudbury town line to Phelps Street and which have frontage on Massachusetts State Highway Route 20 (Boston Post Road), subject to provisions of local and state law, standards and regulations, and ordinances of the City of Marlborough, any conditions imposed on licenses and permits held by the Medical Marijuana Treatment Center, agreements between the Medical Marijuana Treatment Center and the City of Marlborough, and a Special Permit from the City Council (the ‘Special Permit Granting Authority’). The Assistant City Solicitor provided an updated proposed order for the committee’s review. Motion made by Councilor Tunnera, seconded by the Chair, to refer to the City Council with a favorable recommendation, as amended. Motion to refer to the City Solicitor to be drawn in proper form. The motion carried 4-0. (X18-1007151).**



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**2018 MAR 28 P 2: 06**

**CITY OF MARLBOROUGH  
OFFICE OF CITY CLERK  
Lisa M. Thomas  
140 Main St.  
Marlborough, MA 01752  
(508) 460-3775 FAX (508) 460-3723**

**MARCH 19, 2018**

Regular meeting of the City Council held on Monday, March 19, 2018 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Juaire, Oram, Ossing, Delano, Doucette, Dumais, Irish and Landers. Absent: Robey & Tunnera. Meeting adjourned at 9:06 PM.

City Council President Clancy recognized the six new Firefighters who recently joined the department, they are:

Patrick W. Burwinkel	Michael F. Cisek	Danny F. Martins
Daniel J. Valovcin	Andrew W. Verbitzki	Colin G. Richardson

**ORDERED:** That the Minutes of the City Council meeting MARCH 5, 2018, **FILE**; adopted.

**ORDERED:** That the JOINT PUBLIC HEARING WITH THE PLANNING BOARD On the Proposed Zoning Amendment to Chapter 650 §5 & §37, Recreational Marijuana Moratorium with letter of support from the Mayor, Order No. 18-1007177, X12/13/14-1005247I, all were heard who wish to be heard, hearing closed at 8:15 PM.

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

**Abstain: Juaire.**

**Absent: Robey & Tunnera.**

**Planning Board Present: Fenby, Hodge, Fay, LaVenture, & Russ.**

**Planning Board Absent: Hughes & Gallagher.**

**ORDERED:** That the PUBLIC HEARING On the Application for Sign Special Permit, Marlborough Car Care, 175 Lakeside Avenue, for a new LED internally illuminated price sign measuring 4' by 8', Order No. 18-1007182, all were heard who wish to be heard, hearing closed at 8:18 PM.

**Councilors Present: Delano, Doucette, Dumais, Irish, Clancy, Landers, Juaire, Oram & Ossing.**

**Absent: Robey & Tunnera.**



ORDERED: That the PUBLIC HEARING On the Communication from Attorney Falk on behalf of Capital Group Properties LLC, re: Proposed Zoning Amendment to Chapter 650 §8, Retirement Community Overlay District, 685 Farm Road, Order No. 18-1007136, X17/18-1006963C, all were heard who wish to be heard, hearing closed at 8:40 PM.

**Councilors Present: Delano, Doucette, Dumais, Irish, Clancy, Landers, Juaire, Oram & Ossing.**

**Absent: Robey & Tunnera.**

ORDERED: That the Revised Bond Order in the amount of \$56,418,338.00 for the proposed Elementary School Project, **MOVED TO REPORTS OF COMMITTEE**; adopted.

ORDERED: That the DPW transfer request in the amount of \$17,807.50 which moves funds from Reserve for Salaries to Forestry Parks, Sick Leave Buy Back to fund retirement payout of a recent retiree, refer to **FINANCE COMMITTEE**; adopted.

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT:		DPW		FISCAL YEAR:		2018			
FROM ACCOUNT:		TO ACCOUNT:							
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$407,140.00	\$17,807.50	11990006	57820	Reserve for salaries	\$17,807.50	14001503	51920	Forestry Parks - slbb	\$0.00
	Reason:					Retirement payout			
	Reason:								
	Reason:								
	Reason:								
	\$17,807.50	Total			\$17,807.50	Total			

ORDERED: That the Communication from the Mayor re: City's Water Infrastructure refer to **URBAN AFFAIRS COMMITTEE**; adopted.



ORDERED: That the Communication from Assistant City Solicitor, Cynthia Panagore Griffin, re: Revision to Proposed Zoning Amendment to Chapter 650 §5 & §38, Recreational Marijuana Moratorium in proper legal form, Order No. 18-1007177, X12/13/14-1005247I, **MOVED TO REPORTS OF COMMITTEE**; adopted.

**Councilor Juaire abstained.**

**Suspension of the Rules requested – granted to introduce correspondence from Councilor Ossing.**

ORDERED: That the Communication from Retirement Board re: Cost of Living Increase (COLA), and the Communication from Councilor Ossing, refer **BACK TO RETIREMENT BOARD**; adopted.

ORDERED: That the Communication from Attorney Brian Falk, on behalf of Williams Street Holdings, LLC, re: request to extend time limitations on Application for Special Permit for an Ancillary Residential Community to be built in conjunction with the Village at Crane Meadow, 615 Williams Street, until 10:00 PM on June 18, 2018, **APPROVED**; adopted.

ORDERED: That the Communication from the Planning Board re: Proposed Zoning Ordinance to further amend Chapter 650, §59.C (11) entitled “Extension of time for action; leave to withdraw,” as it pertains to Special Permit applications, Order No. 18-1007150A, **MOVED TO REPORTS OF COMMITTEE**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer’s/Second Hand License, ecoATM, LLC, 601 Donald Lynch Boulevard, refer to **PUBLIC SERVICES COMMITTEE**, adopted.

ORDERED: That the Application for Renewal of Junk Dealer’s/Second Hand License, Roman Kimyagarov, Arthur & Sons Shoe Repair, 107 Main Street, refer to **PUBLIC SERVICES COMMITTEE**, adopted.

ORDERED: That the Communication from Sudbury Companies of Minute and Militia re: temporary sign placement at the corner of Route 20 and Hagar Road from September 22, 2018 to Sunday September 30, 2018 for the 2018 Colonial Faire at the Wayside Inn, **APPROVED**, adopted.

ORDERED: That the Minutes, Conservation Commission, February 1, 2018, **FILE.**, adopted.

ORDERED: That the That the Minutes, Board of Health, February 6, 2018, **FILE.**, adopted.

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

- a. Fernando Medeiros, 10 Howard Road, Hudson, other property damage and/or personal injury.
- b. Mark Snyder, 33 DiBuono Drive other property damage and/or personal injury.
- c. Melissa Pirrotta, 153 Conrad Road, residential mailbox claim, 2(a).
- d. Michael Leonida, 22 Maddox Road, other property damage and/or personal injury.
- e. Tsu-Wei Kuang, 167 Kelleher Street, residential mailbox claim, 2(b).
- f. Michael Meyers, 223 Vega Road, residential mailbox claim, 2(b).

## Reports of Committees:

Councilor Ossing reported the following out of the Finance Committee:

**Marlboro City Council Finance Committee  
Monday March 12, 2018  
In Council Chambers**

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

Finance Committee Members Absent: None

Other Councilors in Attendance: Councilor Clancy, Landers, Delano, Doucette and Tunnera (part time).

The meeting convened at 7:13 PM.

- 1. Order #18-1007178 – \$56,418,338.00 Bond for New K-5 Elementary School** - The Finance Committee reviewed the Mayor's letter dated February 22, 2018 requesting a \$56,418,338.00 bond for a new K-5 elementary school for 610 students located on Poirier Drive.

**The Finance Committee voted 5 - 0 to approve the \$56,418,338.00 amended bond order and voted 5 - 0 to approved the advertising of the amended bond.**

The Finance Committee adjourned at 9:17 PM.

Councilor Irish reported the following out of the Personnel Committee:

Meeting Name: City Council Personnel Committee

Date: March 12, 2018

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

Convened: 5:34 PM – Adjourned: 6:11 PM

Present: Chairman Tunnera; Personnel Committee Members Councilors Irish and Landers; Councilors Clancy, Delano (arrived late), and Doucette; Charles Thebado (Recreation Director, City of Marlborough); Mayor Arthur Vigeant

**Order No. 18-1007180: Communication from the Mayor regarding the Appointment of William Doherty to the Parks and Recreation Commission for a term to expire three years from the date of City Council approval.** Mr. Doherty moved to Marlborough in 1992 and has three children who attended Marlborough Public Schools and participated in various youth sports and activities offered through the recreation department. With his youngest children graduating and attending college in fall, he felt it was time to volunteer and give back to the community.

**Motion made by Councilor Irish, seconded by the Chair to approve the appointment of William Doherty to the Parks and Recreation Commission for a term to expire three years from the date of City Council approval. The motion carried 3-0.**



## Reports of Committee Cont'd:

**Order No. 18-1007197: Communication from the Mayor regarding the Reappointments of Robert Kays, Brenda Calder, and Mark Vital to the Parks and Recreation Commission for three year terms, expiring three years from the date of confirmation.** Robert Kays owns the Prospector restaurant and has been a member of the Parks and Recreation Commission for the past six to seven years and was member when the Memorial Beach upgrades were done. Mark Vital grew up in Marlborough and has been a member for the past four years. Brenda Calder is unable to attend the Personnel meeting due to her commute, but President Clancy agreed to the request by Councilor Landers to approve her reappointment as well.

**Motion made by Councilor Irish, seconded by the Chair to approve the reappointments of Robert Kays and Mark Vital to the Parks and Recreation Commission for three year terms, expiring three years from the date of confirmation. The motion carried 3-0.**

**Motion made by Councilor Landers, seconded by the Chair to approve the reappointment of Brenda Calder to the Parks and Recreation Commission for a three-year term, expiring three years from the date of confirmation. The motion carried 3-0.**

**Order No. 18-1007196: Communication from the Mayor regarding the Reappointments of Robin Williams and Jim Griffin to the Board of Health for three year terms, expiring the first Monday in February 2021. Robin Williams and Jim Griffin were unable to attend the Personnel Committee Meeting and their reappointments remain in committee.**

**Order No. 18-1007181: Communication from the Mayor regarding the Appointment of Samantha Khosla to the Library Board of Trustees for a term to expire three years from date of City Council approval.** Ms. Khosla has a background in higher education administration and law and grew up as a reader with a habit for libraries that followed her throughout her life. She believes libraries are important and wishes to help the Marlborough Public Library grow and develop. Councilor Irish has been a member of the Library Building Committee with Ms. Khosla and believes she would be an asset to the Library Board of Trustees. **Motion made by Councilor Irish, seconded by Councilor Landers, to approve the appointment of Samantha Khosla to the Library Board of Trustees for a term to expire three years from date of City Council approval. The motion carried 3-0.**

**Order No. 18-1007133: Communication from the Mayor regarding the Appointment of Jeffrey Cooke as Building Commissioner.** Mr. Cooke has been involved in the building community since 1976 and became involved in inspectional services in 2002. He was a local inspector in the Town of Orange, then a Building Commissioner in the Town of Athol and the City of Gardner, and now interim in Marlborough. **Motion made by Councilor Irish, seconded by Chair, to approve the appointment of Jeffrey Cooke as Building Commissioner (three-year term). The motion carried 3-0.**

**Motion made by Councilor Irish, seconded by Councilor Landers to adjourn. The motion carried 3-0. The meeting adjourned at 6:11 PM.**

Reports of Committee Cont'd:

Councilor Landers reported the following out of the Legal & Legislative Affairs Committee:

City Council Legislative and Legal Affairs Committee  
Monday, March 12, 2018, 6:15 PM– In Council Chambers  
Minutes and Report

Present: Chairman Katie Robey, Councilor Landers, Councilor Delano, and Councilors Irish, Ossing, Dumais, and Doucette & Clancy. Also present were Mayor Vigeant, Assistant City Solicitor Cynthia Panagore Griffin & Attorney Kevin Erickson representing Walker Realty.

**Order No. 17-1007097-1A & 2A, Communication from Mayor Vigeant regarding Proposed Lodging House Ordinances to comprehensively regulate lodging homes.** Councilor Delano moved to remove this from the table; the vote carried 3-0.

The committee had been sent an updated Order 17-1007097-1B, which reflected changes made. The Solicitor's Office determined that for Order 17-1007097-2B, the fee assessed under Article IV, §324-4 of the City Code cannot be greater than \$50 so no change will occur and the order is pulled. These orders were advertised twice as part of Public Hearing and the changes being made aren't more restrictive so no further advertising is needed at this time.

**Councilor Delano moved to approve the proposed lodging house ordinance and with it, the amendment to Chapter 351 listing the penalty fee. The motion carried 3-0.**

**Order No. 17/18-1007113A, Special Act to increase by two the number of retail all alcohol package store licenses available in the City of Marlborough as requested by the Mayor.**

This order was carried over from 2017 and is a Home Rule Petition for Legislature to ask for two additional licenses for the sale of all alcohol beverages not to be drunk on the premises. It was originally proposed for specific businesses but now one will be for a potential developer and one will be available for future request. The licenses, when given out by the License Board, cannot be transferred, and must be returned to License Board to be given out to a new applicant.

**Councilor Delano moved to approve the Order asking for a Special Act to increase by two the number of retail all alcohol package store licenses available in the City of Marlborough; the motion carried 3-0.**

The committee also discussed Order No. 16/17/18-1006443D-1 Communication from Assistant City Solicitor regarding Apex Center Open Space Covenant & Restriction pursuant to the Development Agreement. The matter was tabled in committee to allow time for a new map to be drawn.

The meeting adjourned at 7:10 PM



Reports of Committee Cont'd:

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

Meeting Name: City Council Urban Affairs Committee

Date: March 6, 2018

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

Convened: 5:31 PM – Adjourned: 6:27 PM

Present: Chairman Delano; Urban Affairs Committee Members Councilors Landers, Doucette, and Tunnera; and Councilors Clancy, Dumais, and Ossing; Also present were Cynthia Panagore Griffin (Assistant City Solicitor, City of Marlborough)

Absent: Councilor Juair (recused)

**Order No. 18-1007163-2 (X18-1007151):** The Urban Affairs Committee met to discuss a proposed zoning petition submitted by Urban Affairs Chairman Delano that would amend the existing medical marijuana zoning ordinance to allow medical marijuana treatment centers within those portions of the B and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Northborough Town line to Massachusetts State Highway Route 495, and within those portions of the B and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Sudbury town line to Phelps Street and which have frontage on Massachusetts State Highway Route 20 (Boston Post Road), subject to provisions of local and state law, standards and regulations, and ordinances of the City of Marlborough, any conditions imposed on licenses and permits held by the Medical Marijuana Treatment Center, agreements between the Medical Marijuana Treatment Center and the City of Marlborough, and a Special Permit from the City Council (the 'Special Permit Granting Authority').

The Assistant City Solicitor provided an updated proposed order for the committee's review.

**Motion made by Councilor Tunnera, seconded by the Chair, to refer to the City Council with a favorable recommendation, as amended. Motion to refer to the City Solicitor to be drawn in proper form. The motion carried 4-0.**

**Motion made and seconded to adjourn. The motion carried 4-0. The meeting adjourned at 6:27 PM.**

## Reports of Committee Cont'd:

Meeting Name: City Council Urban Affairs Committee

Date: March 6, 2018

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

Convened: 5:31 PM – Adjourned: 6:27 PM

Present: Chairman Delano; Urban Affairs Committee Members Councilors Landers, Doucette, and Tunnera; and Councilors Clancy, Dumais, and Ossing; Also present were Mayor Arthur Vigeant; Cynthia Panagore Griffin (Assistant City Solicitor, City of Marlborough)

Absent: Councilor Juairé (recused)

**Order No. 18-1007177 (X12/13/14-1005247I): Proposed Order for Recreational Marijuana Moratorium which shall be in effect through December 31, 2018 or the adoption by the City Council of ordinances that address recreational marijuana establishments, the sale of marijuana accessories, and related uses, whichever occurs first in time.**

The Urban Affairs Committee met with Mayor Vigeant and Assistant City Solicitor Panagore Griffin for a discussion of a recreational marijuana moratorium within the City until its ordinances for recreational marijuana establishments were approved by the City Council (medical marijuana facilities were already allowed per the City's zoning.) Chairman Delano explained it was unusual to take up a matter prior to its public hearing, however by forwarding the matter to the full City Council with no recommendation at its March 19, 2018 meeting they can have a discussion with the full body at that time. Mayor Vigeant attended several meetings on this topic and he described how there were a lot of questions regarding the April 1, 2018 date which is when recreational marijuana establishments can apply for a license in a community. With no regulations in place, there would be no additional restrictions on where a facility could be located and it was recommended that communities enact a moratorium until their regulations were ready and approved. The Assistant City Solicitor provided an updated proposed order for the committee to review which included an amendment on page 2, under B. Temporary Moratorium that "each individual type of marijuana establishment being subject to the temporary moratorium until such time as the City Council approves an ordinance concerning said individual class of marijuana establishment," with which the committee agreed.

**Motion made by Councilor Doucette, seconded by the Chair, to refer to the City Council without a recommendation as amended. The motion carried 4-0.**

**Motion made and seconded to adjourn. The motion carried 4-0. The meeting adjourned at 6:27 PM.**



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

ORDERED: That the Proposed Zoning Ordinance to further amend Chapter 650, several subsections as it pertains to Medical & Recreational Use of Marijuana, refer to **CITY SOLICITOR'S OFFICE TO BE PLACED IN PROPER LEGAL FORM TO BE PLACED ON THE APRIL 2, 2018 CITY COUNCIL AGENDA**; adopted.

**Councilor Juairé abstained.**

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

ORDERED: That the Communication from the Planning Board regarding their favorable recommendation of Proposed Zoning Ordinance to further amend Chapter 650, §37 as it pertains to Temporary Moratorium-Recreational Marijuana Establishments and the Sale of Marijuana Accessories, **FILE**; adopted.

**Councilor Juairé abstained.**

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

1. Section 650-5, entitled "Definitions, Word Usage," is hereby amended by adding to said section the following definitions:

MARIJUANA ESTABLISHMENT: a marijuana cultivator, independent testing laboratory, marijuana product manufacturer, marijuana retailer, marijuana delivery-only retailer, marijuana social consumption primary use establishment, marijuana social consumption mixed-use establishment, craft marijuana cooperative, marijuana transporter, marijuana micro-business, or any other type of licensed marijuana-related business, including but not limited to medical marijuana treatment centers which convert to or collocate with any of the aforementioned classes of marijuana establishments.

RECREATIONAL MARIJUANA: marijuana subject to regulation under 935 CMR 500.00, entitled "Adult Use of Marijuana," as promulgated by the Massachusetts Cannabis Control Commission, the laws of the Commonwealth of Massachusetts, and the regulations and ordinances of the City of Marlborough.

MARIJUANA ACCESSORIES: equipment, products, devices or materials of any kind that are intended or designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marijuana into the human body.

2. A new Section 650-37, entitled "TEMPORARY MORATORIUM ON RECREATIONAL MARIJUANA ESTABLISHMENTS AND THE SALE OF MARIJUANA ACCESSORIES," is hereby added, as follows:

## 650-37 TEMPORARY MORATORIUM ON RECREATIONAL MARIJUANA ESTABLISHMENTS AND THE SALE OF MARIJUANA ACCESSORIES

### A. Purpose

By vote of the state election on November 8, 2016, the voters of the Commonwealth approved a law, Chapter 334 of the Acts of 2016, which regulates the cultivation, distribution, possession and use of marijuana for recreational purposes. By act of the Legislature, Chapter 351 of the Acts of 2016, the Cannabis Control Commission must issue initial regulations by March 15, 2018 and begin accepting applications for licenses by April 1, 2018. The Cannabis Control Commission must also adopt final regulations by July 1, 2018.

Pursuant to section 3 of chapter 94G of the Massachusetts General Laws, a municipality may adopt zoning regulations that impose reasonable safeguards on the operation of marijuana establishments. Chapter 334 of the Acts of 2016 also established the Cannabis Advisory Board to, among other things, advise on the preparation of regulations. It is expected that the Legislature, the Cannabis Control Commission, and the Cannabis Advisory Board's will provide guidance to the City concerning the regulation of recreational marijuana establishments and marijuana retailers.

### B. Temporary Moratorium

The regulation of recreational marijuana establishments and the sale of marijuana accessories raises complex and novel legal, planning, and public safety issues. The City intends to adopt a temporary moratorium on the use of land and structures in the City for the purpose of recreational marijuana establishments and the sale of marijuana accessories. The temporary moratorium will provide the City with time to study, plan, consider and promulgate ordinances to address said complex and novel issues, including but not limited to assessing and incorporating State regulations, in a manner consistent with sound land use planning goals and objectives.

For the reasons sets forth above, and notwithstanding any other provision of the Zoning Ordinance to the contrary, the City hereby adopts a temporary moratorium on the use of land or structures for or by recreational marijuana establishments and the sale of marijuana accessories, as herein defined, and related uses including but not limited to accessory uses and home occupations. During the moratorium period, the City shall undertake a planning process to address the potential impacts of recreational marijuana in the City; consider Cannabis Control Commission regulations regarding recreational marijuana establishments, the sale of marijuana accessories, and related uses; consider such guidance as may be provided by the Legislature, the Cannabis Control Commission, and the Cannabis Advisory Board; determine whether the City shall restrict any or all recreational marijuana establishments, the sales of marijuana accessories or related uses through any available legal means, adopt provisions of the Zoning Code to address the impact and operation of recreational marijuana establishments, the sale of marijuana accessories, and related uses; and consider such other and further matters as set forth in M.G.L. c. 94G, § 3, M.G.L. c. 64N, § 3, and 935 CMR 500.000.



The temporary moratorium shall be in effect from the date of adoption through December 31, 2018 or until such time as the adoption by the City Council of ordinances that address each class of recreational marijuana establishments (each and every individual class of marijuana establishments being subject to the temporary moratorium), the sale of marijuana accessories, and related uses, whichever occurs first in time.

**APPROVED;** adopted.

**First Reading, suspended; Second Reading, adopted; Passage to Enroll, adopted; Passage to Ordain; adopted. No objection to passage in one evening.**

**Councilor Juairé abstained.**

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

1. Section 650-59.C(11), entitled "Extension of time for action; leave to withdraw," is hereby amended by deleting subsection (a) and inserting in place thereof the following:-- The period within which final action shall be taken may be extended for a definite period by mutual written agreement of the Council and the applicant, pursuant to MGL c. 40A, § 9, as amended. For purposes of timely administration of special permit applications and in order to avoid constructive grants thereof, the Urban Affairs & Housing Committee may, by simple majority vote at a duly noticed public meeting, authorize the following Council members to sign the written extension agreement on behalf of the full Council: a) the Chairman of Urban Affairs; or, b) in his or her absence or incapacity, its Vice-Chairman; or, c) when a quorum of Urban Affairs is otherwise not present, the President or Vice-President sitting for that meeting as an ex officio member of Urban Affairs. A copy of the signed extension agreement shall be timely filed in the office of the City Clerk, and a copy of that filing shall be submitted for informational purposes on the agenda for the next regular Council meeting.

**APPROVED;** adopted.

**First Reading, suspended; Second Reading, adopted; Passage to Enroll, adopted; Passage to Ordain; adopted. No objection to passage in one evening.**

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:06 PM.



## IN CITY COUNCIL

Marlborough, Mass., MARCH 5, 2018

### ORDERED:

That there being no objection thereto set **MONDAY APRIL 2, 2018** as **DATE FOR PUBLIC HEARING** On the Petition of NGrid to install new pole 34-5 for service to Shell Gas Station, 342 Boston Post Road East, be and is herewith refer to **PUBLIC SERVICES COMMITTEE**.

ADOPTED

ORDER NO. 18-1007200



## IN CITY COUNCIL

Marlborough, Mass., MARCH 5, 2018

### ORDERED:

That there being no objection thereto set **MONDAY, APRIL 2, 2018** as **DATE FOR PUBLIC HEARING** On the Application for Special Permit from New England Hydroponics, to use an existing property for retail sales of gardening supplies, 19 Brigham Street, Unit 6, be and is herewith refer to **URBAN AFFAIRS COMMITTEE, ADVERTISE.**

**Ninety days after public hearing is 07/01/18 which falls on a Sunday, therefore 07/02/18 would be considered the 90<sup>th</sup> day.**

ADOPTED

ORDER NO. 18-1007199





## IN CITY COUNCIL

Marlborough, Mass., MARCH 5, 2018

### ORDERED:

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, as amended, be further amended by amending the Zoning Map established by Chapter 650 Zoning Article III Establishment of Districts Section 650-8 "Boundaries Established; Zoning Map". Said Zoning Map is amended by extending the Marlborough Village District shown on the City of Marlborough Massachusetts Zoning Map by including in said Marlborough Village District the area labeled "Proposed Zoning Amendment" on the map entitled "Marlborough Village District Zoning Amendment" described as follows, which area is currently located in the Residence B District:

Beginning at the 'RB' & 'MVD' Zoning District line at the southwest corner of property located at 9 McEnelly Street, listed as Lot 36 on Assessors Map 70, said point also located at the east side of the McEnelly Street stairway right-of way, thence

Northerly along said McEnelly Street stairway right-of-way 46 FT, thence

Westerly 8FT across said stairway right-of-way to the 'RB' & 'MVD' Zoning District line. Said point also being the southeast property corner of 20 McEnelly Street (Lot 76 on Assessors Map 70) and northeast property corner of 163-165 Main Street (Lot 77 on Assessors Map 70), thence

Southerly 45FT along the westerly side of said stairway right-of way to a point, thence

Easterly 7FT across said right-of-way to the point of beginning.

The above described area consists of 376 square feet.

Be and is herewith **SET A PUBLIC HEARING FOR APRIL 2, 2018, ADVERTISE, REFER TO URBAN AFFAIRS COMMITTEE AND PLANNING BOARD.**

ADOPTED

ORDER NO. 18-1007195



# IN CITY COUNCIL

Marlborough, Mass., JANUARY 8, 2018

PAGE 1

## ORDERED:

At a regular meeting of the Marlborough City Council held on Monday, JANUARY 8, 2018 at 8:00 PM in the City Council Chambers, City Hall, the following proposed amendment to the Code of the City of Marlborough, was **ORDERED ADVERTISED** as follows:

AMENDMENT TO THE CITY CODE BY ADDING TO ARTICLE VI, SECTION 650-36 COMMERCIAL VILLAGE OVERLAY DISTRICT AS FOLLOWS:

### ARTICLE VI

#### §650-36 - COMMERCIAL VILLAGE HOUSING OVERLAY DISTRICT

##### A. Purpose and Objectives

The Commercial Village Housing Overlay District (herein, also a "CV Housing Overlay") allows the application of supplemental land use controls within the boundaries of a certain overlay district, subject to City Council approval (hereinafter any reference to City approval shall be deemed to mean approval by the City Council) as an alternative to land use controls that exist in the underlying zoning district(s). The establishment goals of the CV Housing Overlay are to enhance land use development and encourage desired residential growth patterns for the benefit of the public health, safety and welfare and to allow for the development of higher density housing in close proximity to commercial property and uses consistent with the stated economic development objectives of the City. The CV Housing Overlay shall be applicable to the property identified as Map 100, Parcels 24, 25, 26, and 15 (including the private way "Atkinson Drive") and Map 89, Parcels 80-99 City of Marlborough Assessor's map dated September 21, 2012 (formerly the property shown on Map 100, Parcels 14 and 15 as shown on City of Marlborough Assessor's Map in effect on May 2006) and as further described on Exhibit "A" annexed hereto. The CV Housing Overlay shall be superimposed on the other zoning districts existing at the time that any land in any said underlying district is also included in the CV Housing Overlay.

##### B. Authority of Permit Granting Authority

The City Council shall be the Permit Granting Authority for the Master Plan approval (defined below) and for any Special Permit to be issued in the CV Housing Overlay. In all instances, a development which proceeds under the CV Housing Overlay is subject to Site Plan Approval in accordance with §270-2 of the Marlborough City Code, with the exception that the City Council shall be the Permit Granting Authority for any Special Permit approval in the CV Housing Overlay.



# IN CITY COUNCIL

Marlborough, Mass., JANUARY 8, 2018

PAGE 2

## ORDERED:

The City Council may elect to vary the dimensional and parking requirements of this Section by Special Permit if, in their opinion, such change shall result in a substantially improved project and will not nullify or substantially derogate from the intent or purpose of this section. This authority continues subsequent to development and occupancy.

Special Permits within the CV Housing Overlay shall be approved by a super majority (2/3) vote of the City Council. Amendments to any Special Permits issued by the City Council shall be per the requirements of this Section (§650-36 et. seq.).

### C. Master Plan

The property owner/developer of the CV Housing Overlay shall, prior to, or simultaneously with, the first application for approval of a site plan and/or special permit for the CV Housing Overlay, file the following with the City Council for approval:

- (1) A Master Plan, or preliminary project plan, inclusive of the following:
  - (a) A project narrative describing the proposed development including, without limitation, the number of units, format, restrictions, if any, of the proposed project.
  - (b) A Master Concept Plan ("Master Plan") which shall in a general manner show:
    - (i) The location and areas of proposed development;
    - (ii) Proposed open space (usable and natural);
    - (iii) Proposed site access curb cuts off of public ways; and
    - (iv) Proposed building "envelope(s)" where construction is anticipated to occur.
  - (c) The following information for the proposed development:
    - (i) Total land area of each development area (building envelope area);
    - (ii) Total development limitations, if any, of uses in any developable area;
    - (iii) Total maximum development (number of units; square footage/use limitations); and
    - (iv) A report/memorandum discussing site circulation and traffic impacts.

The Master Plan shall be approved by a majority vote of the City Council in order to proceed with the proposed development and, if approved, shall thereafter become the general development plan governing development at the CV Housing Overlay. The Master Plan may be amended from time to time by a majority vote of the City Council by application from the property owner/developer to reflect changing development conditions.





## IN CITY COUNCIL

Marlborough, Mass., JANUARY 8, 2018

PAGE 3

ORDERED:

- (2) A Development Agreement in recordable form binding upon the developer/property owner. The Development Agreement shall be approved by a majority vote of the City Council prior to the issuance of the first permit/site plan approval for development within the CV Housing Overlay, which Development Agreement may contain, without limitation:
- (a) Required mitigation (including any traffic demand management initiatives), if any, to address the impacts arising out of the use and occupancy of the proposed project, or if at the time of execution such impacts are not known, the methodology for assessing and addressing such impacts as the development of the CV Housing Overlay progresses.
  - (b) Restrictions on development areas and such other development limitations as may be agreed upon such as, but not limited to, age restrictions and provision for affordable housing units and/or contributions, if any.
  - (c) Proposed phasing of the development of the CV Housing Overlay, if any.
  - (d) Obligations with respect to pedestrian and vehicular interconnectivity within the CV Housing Overlay, if any, to facilitate pedestrian access and circulation efficiencies.
  - (e) The authority of the City Council to retain the necessary professionals to assist in their review of development applications, if needed.
- The Development Agreement shall govern the implementation of the Master Plan and development at the CV Housing Overlay.

### D. Exclusivity/Control

Except as specifically provided herein, uses and provisions of Article V of Chapter 650 (Zoning) relating to the underlying zoning district not otherwise impacted by this Section (§650-33 et. seq.) shall continue to remain in full force and effect, provided however that the City Council shall be the Special Permit Granting Authority, if applicable. This Section (§650-36 et. seq.) of the Zoning Ordinance exclusively controls the establishment, development, and design of any development undertaken in the CV Housing Overlay and supersedes any other provision of the Zoning Ordinance (except the provisions of the Water Supply Protection District). In the event of any conflict between the provisions of this Section (§650-36 et. seq.) and any other provision of the Zoning Ordinance, the provisions of this Section (§650-36 et. seq.) shall govern and control.



# IN CITY COUNCIL

Marlborough, Mass., JANUARY 8, 2018

ORDERED:

PAGE 4

## E. Eligible Uses

Except as specifically set forth below, all uses permitted in Residence Districts (RR, A-1, A-2, A-3, RB, RC, and RCR) either as of right or by special permit in accordance with §650-17 of the Zoning Ordinance are permitted in the CV Housing Overlay. If a use requires a special permit under §650-17, Table of Use Regulations, such use shall continue to require a special permit under this Section.

- (1) The following additional uses are also permitted BY-RIGHT in the CV Housing Overlay:
  - (a) Multi-family dwelling – up to 120 dwelling units within the entire CV Housing Overlay Zoning if said units are age restricted/targeted dwelling units
  - (b) Consumer service and retail establishments complimentary to the other principal uses at the property
  - (c) Restaurant, café with or without table service (including outside seating and service)
  - (d) Health, sports and fitness clubs (indoor and/or outdoor) and related facilities
- (2) The following additional uses are also permitted BY-SPECIAL PERMIT in the CV Housing Overlay:
  - (a) Multi-family dwelling within the entire CV Housing Overlay Zoning District including, without limitation, age restricted dwelling units in excess of 120 units
- (3) Single family detached residential use is prohibited in the CV Housing Overlay

## F. Dimensional Requirements

The CV Housing Overlay shall be subject to the dimensional standards in accordance with Article VII of the Marlborough Zoning Ordinance with the following exceptions:

- (1) The CV Housing Overlay may consist of one or more lots. There is no minimum acreage requirement for a lot to be a part of the CV Housing Overlay so long as a CV Housing Overlay district shall be no less than 10 contiguous acres.
- (2) Minimum Lot Frontage measurement shall be no less than twenty (20) feet for any lot wholly located within the boundaries of the CV Housing Overlay.
- (3) Minimum Front Yard measurement shall be no less than twenty (20) feet for any lot wholly located within boundaries of a CV Housing Overlay.



## IN CITY COUNCIL

Marlborough, Mass., JANUARY 8, 2018

PAGE 5

ORDERED:

(4) No less than fifteen (15) feet shall separate the structural side wall of any two or more structures within the CV Housing Overlay, even if on separate lots. No less than fifteen (15) feet shall separate any area behind and or between structures, and fire suppression vehicles shall have clear and adequate access to all structures.

(5) Maximum building height in CV Housing Overlay shall not exceed 60 feet; a structure located within 50 feet from the property line of a directly abutting parcel in a residentially zoned district shall not exceed 40 feet in height.

(6) Maximum Lot Coverage shall be calculated on the entire land area of the CV Housing Overlay and not on an individual lot basis, and shall not exceed 65% percent of the total area of the CV Housing Overlay.

### G. Parking and Curb Cut Requirements.

Except as otherwise provided in this section, parking and circulation requirements shall conform with the provisions of Section §650-48 and §650-49 of the Zoning Ordinance.

(1) General - In the CV Housing Overlay adequate off-street parking shall be provided. The City Council and the applicant shall have as a goal for the purposes of defining adequate off-street parking, making the most efficient use of the parking facilities to be provided and minimizing the area of land to be paved for this purpose.

(2) Parking Locations - Parking may be provided at ground level, underground or in a parking garage. Parking garages can be free standing or as part of buildings dedicated to permitted uses.

(3) Parking Spaces for Each Dwelling Unit - There shall be a minimum of 1.5 parking spaces for each dwelling unit. Where feasible, sharing of parking shall be encouraged among the various uses in the CV Housing Overlay.

(4) Granting of Relief from Parking Regulations - The City Council may waive any of the foregoing requirements or the requirements of Section §650-48 if it makes a finding that to do so will enhance the overall design of the CV Housing Overlay.





## IN CITY COUNCIL

Marlborough, Mass., JANUARY 8, 2018

ORDERED:

PAGE 6

### H. Signage

Except as otherwise provided in this Mixed Use Ordinance, signage shall conform with the provisions of Chapter 526 of the Marlborough City Code – the Sign Ordinance.

- (1) Granting of Relief from Signage Regulations - The City Council may waive any of the requirements of the Sign Ordinance if it makes a finding that to do so will enhance the overall design of the CV Housing Overlay.

### I. Application

An application for a Special Permit for a development in the CV Housing Overlay shall comply with the requirements of §650-59 et. seq. of the Zoning Ordinance. In the matter of a Site Plan Approval, the application shall comply with the requirements of the City Code, Article II, Permits and Approvals, §270-2 et. seq. The City Council in connection with a Special Permit application shall review such applications with respect to the following design criteria:

- (i) Compliance of sidewalks with Americans with Disabilities Act (ADA) Design Standards;
- (ii) Street façade and exterior walls visible from public ways;
- (iii) Public space;
- (iv) Scale of buildings; and
- (v) External Lighting

Concurrent with any public hearing/meeting associated with a special permit and/or site plan filing, the applicant shall make a presentation to the City Council to present the proposed architectural design and shall consider the comments and input from the City Council. A building elevation shall be submitted prior to the close of the public hearing/meeting.



## IN CITY COUNCIL

Marlborough, Mass., JANUARY 8, 2018

ORDERED:

PAGE 7

### J. Standards for Roadways and Drainage

(1) Roadways – Internal CV Housing Overlay roadways shall be private ways and shall be maintained by the owners/developers of the CV Housing Overlay and portions thereof. Private ways within the CV Housing Overlay, to the extent feasible, shall be constructed using the methods and materials prescribed in the Rules and Regulations for the Subdivision of Land in the City, but shall not be required to conform to the dimensional or material requirements thereof, provided that those private roadways shall be adequate for the intended vehicular and pedestrian traffic and shall be maintained by the owner/developer or an association of owners.

(2) Storm Water Management System - The CV Housing Overlay shall have a storm water management system designed in accordance with the Rules and Regulations for the Subdivision of Land in the City and the Department of Environmental Protection's Storm Water Management Guidelines, as amended. This system shall be privately maintained.

### K. Amendments

After approval, the owner/developer may seek amendments to the approved permits. Minor amendments to a Special Permit may be made by a simple majority of the City Council at a public meeting. A major amendment shall be approved by a super majority (2/3) vote of the City Council at a public hearing. It shall be a finding of the City Council, not subject to dispute by the applicant, whether a requested amendment is deemed to be a minor or major amendment. In general, a minor modification shall not produce more than an immaterial increase in the scale of a project nor produce more than an immaterial increase in impact on City services, the environment or the neighborhood. If it is determined that revisions to a Special Permit are not minor, per Section 650-59 of the Zoning Ordinance, an application for a revised Special Permit shall be filed, and a public hearing shall be held in the same manner as required for a new application, subject to the fee schedule under Subsection C(3)(f) of Section 650-59.

**Be and is herewith SET A PUBLIC HEARING FOR APRIL 2, 2018, ADVERTISE, REFER TO URBAN AFFAIRS COMMITTEE AND PLANNING BOARD.**

ADOPTED

ORDER NO. 18-1007134



*City of Marlborough*  
*Office of the Mayor*

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140 Main Street  
 Marlborough, Massachusetts 01752  
 Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlbrough-ma.gov](http://www.marlbrough-ma.gov)

*Arthur G. Vigeant*  
 MAYOR

*Nicholas J. Milano*  
 EXECUTIVE AIDE

*Patricia Bernard*  
 EXECUTIVE SECRETARY

March 29, 2018

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

**Re: Transfer Request for MEDC Land Acquisition**

Honorable President Clancy and Councilors:

Please find enclosed for your review a transfer request in the amount of \$1,075,000.00 from the Undesignated Fund (Free Cash) to the MEDC.

I am requesting these funds in order to satisfy the attached Purchase and Sale Agreement that was signed between the City, the Marlborough Economic Development Corporation (MEDC), and Geraldine Fossile, Trustee of Lincoln and Mechanic Realty Trust.

At my recommendation, the City and MEDC have been working with the Fossile family to collaboratively develop a long-term plan for these five parcels located at the corner of Mechanic and Lincoln Streets. These parcels are crucial to better connecting Downtown Marlborough with French Hill and the Assabet River Rail Trail. The City has made many attempts through several different administrations to control these properties and with your assistance, we would be able to accomplish it.

By securing control of these parcels through the enclosed purchase and sale agreement, MEDC and the City can attract a developer who is interested in a comprehensive, high quality project for Marlborough. This is imperative to unlock further investment in French Hill and it is preferable to one story retail or other unattractive uses that have been discussed for this site.

It is my intention that we find an interested developer and assign our rights in the Purchase and Sale to them, rather than finalizing a purchase of the land. The P&S provides a total of six months for the City and MEDC to either complete the purchase or assign our rights to purchase.

Within the six months of the agreement, the City and MEDC have 90 days to conduct any necessary due diligence on the property to ensure that the property does not pose any environmental risks. The Agreement may be terminated within that 90 days if the City is not satisfied.



These funds will only be used for this intended purpose and if we are successful at assigning our rights, the funds will be transferred back to the City.

Thank you again for your continued partnership. I will be available to discuss this proposal in detail with the City Council, but please do not hesitate to contact me in the meantime with any questions or concerns.

Sincerely,



**Arthur G. Vigeant**  
Mayor

Enclosures

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

	DEPT:	Mayor				FISCAL YEAR:	2018		
		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$8,284,083.16</u>	<u>\$1,075,000.00</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$1,075,000.00</u>	<u>11740006</u>	<u>53950</u>	<u>MEDC Funding</u>	<u>\$0.00</u>
	Reason:					Land acquisition per Fossile purchase & sale agreement			
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## AGREEMENT FOR ACQUISITION OF REAL PROPERTY

This Agreement for Acquisition of Real Property (hereinafter, "Agreement") is entered into this 7<sup>th</sup> day of March 2018 by Geraldine Fossile, Trustee of Lincoln and Mechanic Realty Trust, owner of the herein described parcels of land located in Marlborough, Middlesex County, Massachusetts 01752 (hereinafter, "SELLER"), the MARLBOROUGH ECONOMIC DEVELOPMENT CORPORATION (hereinafter, "MEDC") and the CITY OF MARLBOROUGH, a municipal corporation with a principal place of business at 140 Main Street, Marlborough, Middlesex County, Massachusetts 01752 (hereinafter, "CITY") (hereinafter, collectively, "BUYER").

WHEREAS, SELLER has agreed to sell and BUYER is willing to purchase or take by friendly eminent domain certain real property, as more particularly described herein, for the public purpose of economic development and redevelopment;

THEREFORE, in consideration of the premises and mutual obligations of the parties, each of them covenants and agrees with the other as follows:

- A. DESCRIPTION OF REAL PROPERTY: Five (5) contiguous parcels of land located on Mechanic Street and on Lincoln Street in Marlborough, MA 01752 and shown as Parcel 337 on Assessors' Map 69, containing 0.799 acres or 34,821.86 square feet of land, more or less; Parcel 338 on Assessors' Map 69, containing 0.5801 acres or 25,269.15 square feet of land, more or less; Parcel 338A on Assessors' Map 69, containing 0.3457 acres or 15,058.7 square feet of land, more or less; Parcel 339 on Assessors' Map 69 containing 0.1615 acres or 7,034.9 square feet of land, more or less; and Parcel 339A on Assessors' Map 69, containing 0.4424 acres or 19,270.94 square feet of land, more or less, for total area of 2.33 acres or 101,455.55 square feet, more or less. For further description, see deed recorded with Middlesex South Registry of Deeds in Book 16332, Page 373 (hereinafter, collectively, the "Premises" or "premises").
  
- B. COMPLIANCE WITH LAWS, REGULATIONS AND ORDINANCES: This Agreement is subject to compliance with any and all applicable requirements of the Massachusetts General Laws, Special Laws, regulations, and the ordinances of the City of Marlborough relative to acquisition of land by the CITY and to the sale of land by the SELLER. *Pursuant to M.G.L. c. 43, § 30, whenever the price proposed to be paid for land for any municipal purpose is more than twenty-five per cent higher than its average assessed valuation during the previous three years the land shall not be purchased, but shall be taken as aforesaid.* The parties acknowledge that MEDC is not subject to the provisions of M.G.L. c. 43, § 30.
  1. MEDC'S ACQUISITION BY PURCHASE; PURCHASE PRICE: Subject to the terms and conditions of this Agreement, the agreed purchase price for said premises shall be One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00) (hereinafter, the "Purchase Price"). The Purchase Price shall be due to SELLER and payable by MEDC on the Closing Date as provided in paragraph 6. herein.

GF

\$ 25,000.00 earnest money deposit; to be paid by MEDC upon execution of this Agreement

\$1,075,000.00 to be paid at Closing at the time of delivery of the Deed

\$1,100,000.00 Total

2. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES: Included in the sale of said Premises shall be the improvements thereon, the buildings, structures, drainage, sewerage and other subsurface utility pipes, castings and appurtenances thereto, fixtures, fences, gates, trees, shrubs, and plants.
3. TITLE DEED: Subject to the terms of this Agreement, said premises are to be conveyed by a good and sufficient Quitclaim Deed (hereinafter, the "Deed") running to MEDC and said Deed shall convey a good and clear title thereto, free from encumbrances, except for:
  - (a) Provisions of existing building and zoning ordinances;
  - (b) Such taxes for the then current year as are not due and payable on the date of the delivery of such Deed;
  - (c) Any liens for municipal betterments assessed after the date of this Agreement; and
  - (d) Easements, covenants, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for municipal purposes, or purposes appurtenant thereto.

MEDC, at its sole expense, may elect to obtain an owner's policy of title insurance with respect to the Premises and SELLER agrees to cooperate with MEDC, and the Title Company to facilitate the issuance of such policy, provided that such cooperation does not require the SELLER to incur any additional expenses and/or to accept any additional or increased liability.

4. PLANS: If said Deed refers to a plan necessary to be recorded therewith, the MEDC shall be responsible for such plan with the Deed in form adequate for recording or registration. The survey for said plan will be at MEDC'S expense.
5. CITY'S ACQUISITION BY EMINENT DOMAIN TAKING TO ACQUIRE TITLE FOR PURCHASE PRICE IN EXCESS OF THE AMOUNT ALLOWABLE UNDER M.G.L. c. 43, § 30: SELLER hereby waives any right to claim additional damages in excess of the Purchase Price, as herein described, in the event that MEDC is unable to procure an assignee to this Agreement or said assignee fails to complete the acquisition of the Premises as provided in paragraph 6. (a) iv., and CITY, by and through its City Council elects to acquire title to the Premises by a friendly eminent domain for the negotiated price of One Million One Hundred Thousand and 00/100

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Dollars (\$1,100,000.00), less the earnest money deposit paid to SELLER by MEDC pursuant to this Agreement, which negotiated price exceeds the amount allowable for a purchase by the CITY under M.G.L. c. 40, § 30. At CITY'S request, SELLER shall execute a Waiver of Damages, Appraisal, and Relocation Benefits under M.G.L. c. 79A, and shall deliver it to CITY at the Closing. SELLER acknowledges that CITY shall have the right to deduct from said negotiated price any real estate taxes, amounts that are to be paid to mortgagees from closing proceeds, and such other taxes and charges that are customarily apportioned between a buyer and seller as of the closing date. The provisions of this paragraph shall survive delivery of the Deed hereunder.

6. MEDC'S AND CITY'S CONTINGENT PERFORMANCE; CLOSING:

- (a) The obligation of MEDC or the CITY to proceed with the acquisition of the Premises pursuant to this Agreement is subject to and contingent upon the following:
  - i. CITY shall have a period of ninety (90) days following the execution of this Agreement to complete CITY'S due diligence (hereinafter, the "Due Diligence Period"), the satisfaction of which Due Diligence shall be at the sole discretion of the CITY. Said Due Diligence Period may be extended by written agreement of the parties; and
  - ii. SELLER shall have a period of ninety (90) days of the execution of this Agreement within which SELLER shall provide to BUYER, at SELLER'S sole expense, an opinion of a certified Licensed Site Professional (hereinafter, "SELLER'S LSP") pertaining to each of the five (5) separate parcels which comprise the Premises, which opinion (a) is based on visual inspection, information provided by SELLER, documentation on file with the MassDEP and any other resources as may be required in the professional judgment of the SELLER'S LSP (hereinafter, "LSP Opinion") and (b) provides that, pursuant to M.G.L. c. 21E and 310 CMR 40.0000, a condition of no significant risk of harm to health, safety, public welfare or the environment exists and there are no Activity and Use Limitations, and (c) provides a risk assessment for any unknown environmental liabilities.

In lieu of, or in addition to, said LSP Opinion, SELLER may within ninety (90) days of the execution of this Agreement provide to MEDC and the CITY a letter from MassDEP providing, pursuant to M.G.L. c. 21E and 310 CMR 40.0000, that a condition of no significant risk of harm to health, safety, public welfare or the environment exists at the Premises, and there are no Activity and Use Limitations at the Premises. Any costs relating to said letter shall be solely at SELLER'S expense; and

- iii. MEDC shall endeavor to procure a responsive and responsible assignee to which assignee MEDC shall assign its rights and obligations under this

Agreement, MEDC shall notify SELLER and CITY in writing within ninety (90) days of the execution of this Agreement whether it has procured an assignee, and in the event that MEDC has not procured an assignee or MEDC elects not to purchase the premises within one hundred and twenty (120) days of the execution of this Agreement, the CITY will thereafter commence procedures for a friendly eminent domain taking as provided in paragraph 5, and the CITY shall provide to SELLER a copy of all communications with the Marlborough City Council regarding the purchase or friendly eminent domain taking of the Premises; and

- iv. In the event that MEDC is unable to procure an assignee to this Agreement, or said assignee fails to complete the acquisition of the Premises hereunder or if MEDC elects not to purchase the premises, CITY's attainment of a favorable vote of the Marlborough City Council which authorizes CITY to acquire the Premises by a friendly eminent domain taking, as provided in paragraph 5. herein, for the herein stated consideration and which authorizes an appropriation of sufficient funds for that purpose.

- (b) Subject to the foregoing provisions 6.(a)i, 6.(a)ii, and 6.(a)iii, final settlement of MEDC'S and SELLER'S purchase and sale obligations hereto, including but not limited to delivery of the Deed, shall occur at 10:00 A.M. on a date which is six (6) months from the date of execution of this Agreement, or if said date is a Saturday, Sunday or legal holiday, on the first working day thereafter, or as altered or extended by written agreement of MEDC, the CITY and SELLER (hereinafter, "the Closing Date" or "date of closing").

In the event that the herein described contingencies are not satisfied, this Agreement shall automatically terminate and be null and void, and all deposits made hereunder by MEDC, together with interest, if any, earned thereon, shall be paid to the SELLER as liquidated damages without further recourse against the CITY or MEDC in any event. It is agreed that time is of the essence of this Agreement.

- (c) On the Closing Date, MEDC's attorney shall record the municipal lien certificate and the Deed and deliver to the appropriate parties all closing documents. It is agreed that the MEDC'S attorney shall have no liability to the SELLER for the performance of her services in relation to the purchase and sale of the Premises, and that the performance of said services by MEDC's attorney does not constitute an attorney-client relationship between SELLER and MEDC'S attorney. Real estate taxes on the Premises, which shall be paid by SELLER, shall be prorated as of the day of closing based upon the latest tax bill. SELLER agrees to pay all statutorily required transfer taxes or deed stamps, if any, relating to the sale of the Premises. Each party shall be responsible for his/her/its own legal expenses.

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- (d) Before the Closing Date, to the extent that chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act) applies, CITY shall have complied with the provisions of said chapter 30B.
- (e) In addition to the Deed, unless otherwise indicated, at Closing SELLER shall deliver to MEDC, as a condition of MEDC'S obligations under this Agreement, the following:
- i. IRS Form W-9, Taxpayer Identification Number and Certification, said form being attached herewith as Attachment "A;"
  - ii. Certificate of Non-Foreign Status pursuant to IRS Code 26 CFR 1.1445-2 said certificate being attached herewith as Attachment "B;"
  - iii. Municipal Lien Certificate from the City of Marlborough's Collector; and
  - iv. Any additional forms or documents as may be required by BUYER'S counsel.
7. POSSESSION, CONDITION OF PREMISES: Full possession of said premises is to be delivered at the time of the delivery of the Deed, said premises to be in the same condition as they are now, reasonable use and wear thereof excepted. The SELLER agrees to deliver the Premises at the time of delivery free of all personal property of SELLER not being conveyed to MEDC, including all debris and trash upon the Premises. MEDC shall be entitled to personally inspect said Premises prior to delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause.
8. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM: If the SELLER shall be unable to give title or make conveyance, or to deliver possession of the Premises all as herein stipulated, or if at the time of delivery of the Deed the Premises does not conform with the provisions hereof or is not completed, the SELLER shall use reasonable efforts to remove any defects in title, provided that SELLER shall not be required to spend in excess of \$2,500 (Two-thousand Five-hundred dollars) exclusive of voluntary encumbrances and attorney's fees, to delivery possession as provided herein, in which event the time for performance hereunder shall be extended, by written notice from the SELLER to the MEDC, for a period designated by SELLER in their sole discretion, not in excess of sixty (60) days, and if a shorter period than sixty (60) days is designated, SELLER may further extend the time for performance one or more times, by written notice from the SELLER to the MEDC, but in no event beyond such sixty (60) day period.

MEDC and SELLER hereby authorize their respective attorneys (if any, as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time of delivery of the Deed. MEDC and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent of such extensions, that either party

has disclaimed the authority granted herein to bind them. For the purposes of this Agreement, facsimile and pdf signatures shall be construed as original.

9. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.: If at the expiration of any such 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 for said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then MEDC's sole and exclusive rights shall be to elect either: (a) to require that the deposit made hereunder be forthwith refunded, whereupon the deposit shall be refunded with interest and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto; or, (b) at the Closing Date or any extended time for performance, MEDC shall accept such title and possession as the SELLER can deliver to the Premises in its then condition, and pay the Purchase Price with deduction as agreed upon by MEDC and SELLER, in which case the SELLER shall convey such title and deliver such possession.
  
10. MEDC'S ELECTION TO ACCEPT TITLE: MEDC 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 its then condition and to pay therefor 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:
  - i. pay over or assign to the MEDC, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
  - ii. if a holder of a mortgage in 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 paid over or assigned, give to the MEDC 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 said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
  
11. ACCEPTANCE OF DEED: The acceptance of the Deed by the MEDC shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER herein contained or expressed, except of this Agreement which expressly provide that any obligation of SELLER shall survive the Time of Closing, and such as are, by the terms hereof, to be performed after the delivery of said Deed.

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12. USE OF PURCHASE 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 within a reasonable time following delivery of the Deed in accordance with prevailing conveyancing practices.
13. INSURANCE: Until the occurrence of either (a) delivery of the Deed at Closing, or (b) a taking by eminent domain by the City, SELLER shall maintain insurance on said Premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
(a) Appropriate types of coverage and endorsements for the subject premises, including but not limited to fire and casualty	SELLER shall maintain coverage and endorsements in present amounts
(b) Extended Coverage	Risk of loss to remain with SELLER until delivery, acceptance, and recording of Deed

Commencing with the date of the Closing or the friendly eminent domain taking, the CITY or MEDC, respectively, shall be responsible for maintaining insurance on the Premises.

14. ADJUSTMENTS: With respect to the Premises, real estate taxes for the fiscal year in which the Closing takes place, and water and sewer charges and other municipal charges or fees, if any, shall be apportioned and full value shall be adjusted as of the Closing Date, or extended time for 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 MEDC herein to SELLER at the time of delivery of the deed. If the amount of any of the same shall not have been ascertained prior to the time for performance of this Agreement, such amount shall be estimated on the basis of the most current data then available, and the parties shall re-apportion such item after delivery of the Deed when the appropriate data shall have been ascertained. The respective obligations of the parties under this paragraph 14. shall survive delivery of the Deed.
15. DEPOSIT: All deposits made hereunder shall be made payable to the SELLER, who shall hold said deposit in FDIC-insured non-interest bearing escrow as escrow agent subject to the terms of this Agreement, and shall be duly accounted for at the Closing.
16. CITY'S AND/OR MEDC'S DEFAULT; DAMAGES: If the CITY and/or MEDC shall fail to fulfill the CITY'S and/or MEDC'S agreements herein, all deposits made

hereunder by MEDC together with interest, if any, earned thereon, shall be retained by the SELLER as liquidated damages and this shall be the SELLER'S sole remedy at law or in equity.

17. WARRANTIES AND REPRESENTATIONS: BUYER acknowledges that BUYER has not been influenced to enter into this transaction, nor have they relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.
18. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.: If the SELLER or MEDC executes this Agreement in a representative or fiduciary capacity, only the principal of the estate represented is bound, and neither the SELLER or MEDC so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.
19. ASSIGNMENT BY MEDC: At its sole discretion, MEDC may assign to a third-party its rights and obligations under this Agreement. As used in this Agreement, the word "MEDC" shall also mean "MEDC or its assignee."
20. CONSTRUCTION OF AGREEMENT: This instrument, which may be executed in multiple counterparts in accordance with paragraph 29. herein, is to be governed and 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 canceled, modified or amended only by a written instrument executed by the CITY, MEDC and SELLER. The headings used in the numbered paragraphs of this Agreement 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 thereto.
21. INSPECTION RIGHTS: BUYER or its designees shall have the right, at any time, to enter the Premises, at BUYER'S own risk, for the purposes of inspections, tests, surveys, and other such activities as BUYER deems necessary or appropriate pursuant to the CITY'S Due Diligence, for showing the Premises, and the like. Said right of access shall be exercised only after reasonable notice to SELLER. To the extent permitted by law, BUYER shall hold SELLER harmless against any claim by BUYER or its designees of any harm to BUYER or its designees arising from said entry and shall restore the Premises to substantially the same condition as prior to such entry if the Closing or a taking by eminent domain does not occur.
22. SELLER'S COVENANTS: As used in this paragraph 22., "Acquisition" shall mean both a closing on purchase by MEDC, or its assignee, and a friendly eminent domain taking by the CITY. SELLER covenants and agrees as follows:
  - (a) Henceforth through Acquisition, SELLER shall not consent to any request to make and/or extend any lease, contract, option or agreement affecting the

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Premises which would grant any third party any rights to such land, except with written consent of BUYER;

- (b) Henceforth through Acquisition, SELLER shall not consent to any request or cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon or created with respect to the Premises, except with written consent of BUYER;
- (c) Henceforth through Acquisition, with the exception of ordinary landscape maintenance, including but not limited to mowing of grass, raking leaves, and trimming of trees and shrubs, and except as may be required by SELLER'S LSP relating to the LSP Certification under this Agreement, SELLER shall not consent to any request by any third party to erect any structures and/or remove any vegetation, soils or minerals from the Premises or to disturb or suffer the disturbance of the existing contours and/or other natural features of the land in any way whatsoever except with written consent of BUYER; and
- (d) At or prior to the Acquisition, SELLER shall pay in full all outstanding amounts due to third parties arising from any work or services performed at or on the Premises by such third parties and in the event that any mechanics lien or materialmen's lien is filed by any such third party in connection with such work. SELLER hereby assents and agrees to indemnify and hold harmless the MEDC and the CITY, their officials, employees and agents, with respect to such claim.

Each of the above covenants is material and is relied upon by MEDC and the CITY. Except insofar as SELLER has advised MEDC and the CITY to the contrary, each of the above representations shall be deemed to have been made as of the closing and shall survive the Closing. If, before Closing, SELLER discovers any information or facts that would materially change the foregoing representations, SELLER shall immediately give notice to BUYER of those facts and information, and BUYER shall have the right to terminate the Agreement if the information or facts is substantive, or to extend the time of Closing to allow the issue to be addressed.

23. SELLER'S REPRESENTATIONS: SELLER represents to BUYER that to the best of SELLER'S knowledge:

- (a) SELLER holds good and clear, record and marketable title to the Premises in fee simple;
- (b) SELLER has full power and authority to enter into this Agreement;
- (c) SELLER has not entered into any leases, license, or other occupancy agreements (whether written or oral) in effect with respect to any part of the Premises;

- (d) There are no parties in possession of the premises, and no work has been done on the Premises which would entitle anyone to a mechanic's lien and or to file notice of contract relating to the premises as of the date of this Agreement;
- (e) The premises are not the subject of any outstanding agreements, options, rights of first refusal or other contracts with any party pursuant to which any such party may acquire a right to purchase or acquire any interest in the premises. Neither the execution and delivery of this Agreement nor SELLER'S performance of its obligations hereunder will constitute a breach or default under any agreement to which the SELLER is bound;
- (f) There is no litigation or proceeding pending or threatened, that would affect a transfer of title to the Premises;
- (g) During the SELLER'S period of ownership of the Premises, SELLER has not used, nor has it permitted the use of by any other person or entity, any portion of the Premises for the purposes of storage, generation, manufacture, disposal, transportation or treatment of any hazardous materials under applicable state and federal laws which may require any cleanup, remediation or other corrective action pursuant to such applicable laws;
- (h) SELLER'S execution of this Agreement does not violate any other contracts, Agreements, or any other arrangements of any nature whatsoever that SELLER has with third parties; and
- (i) There are no petitions in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or other action under Federal or State bankruptcy laws pending against or contemplated by SELLER.

Each of the above representations is material and is relied upon by MEDC and the CITY. Except in so far as the SELLER has advised BUYER in writing to the contrary, each of the above representations shall be deemed to have been made as of Closing and shall survive the Closing. If, before Closing, SELLER discovers any information or facts that would materially change the foregoing covenants, warranties or representations, SELLER shall immediately give notice to BUYER of those facts and information.

In the event of a breach of any representation set forth in paragraph 23. prior to Closing, MEDC may elect either (i) to waive such breach and proceed to Closing with no reduction in the Purchase Price, or (ii) terminate this Agreement upon written notice to SELLER, in which case the parties shall have no further obligations under this Agreement other than those obligations, if any, that expressly survive the termination of this Agreement.

24. TITLE STANDARD: Any title matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of The Real Estate Bar



Association for Massachusetts, Inc. at the time for delivery of the Deed shall be governed by such standard to the extent applicable.

25. NOTICE: Whenever, by the terms of this agreement, notice shall or may be given either to MEDC, to BUYER, CITY or to SELLER, such notice shall be deemed to have been given only if in writing and either delivered by hand or sent by registered or certified mail, postage prepaid, as follows:

if intended for the MEDC or BUYER to:      Meredith Harris, Executive Director  
MEDC  
91 Main Street  
Marlborough, MA 01752

with copy to:      Arthur G. Vigeant, Mayor  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752

Cynthia Panagore Griffin, Esq.  
City of Marlborough Legal Dept.  
140 Main Street  
Marlborough, MA 01752

if intended for CITY or BUYER, to:      Arthur G. Vigeant, Mayor  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752

with copy to:      Cynthia Panagore Griffin, Esq.  
City of Marlborough Legal Dept.  
140 Main Street  
Marlborough, MA 01752

and, if intended for the SELLER, to:      Geraldine Fossile, Trustee  
Lincoln & Mechanic Realty Trust  
424 South Street  
Marlborough, MA 01752

with a copy to:      Sandra R. Austin, Esq.  
Law Office of Sandra Rennie Austin  
40 Mechanic Street, Suite 305  
Marlborough, MA 01752

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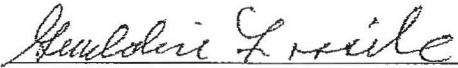
or such other address or addresses as may be specified by either party to the other by like notice. All notices shall be effective when deposited in the mail within the continental United States.

26. OPPORTUNITY TO CONFER WITH LEGAL COUNSEL: The parties hereby acknowledge that they have been offered the opportunity to seek and confer with qualified legal counsel of their choice prior to signing this Agreement.
27. NEXT BUSINESS DAY: If the period by which any right, option or election must be exercised, or by which any act must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, Federal or Commonwealth of Massachusetts holiday, such time shall automatically extend through the close of business on the next business day.
28. BINDING ON SUCCESSORS: This Agreement shall be binding not only upon the parties, but also upon their respective heirs, personal representatives, assigns, and other successors in interest.
29. COUNTERPARTS: This Agreement may be signed and delivered in counterparts with the same effect as if each party had signed and delivered the same copy. When each party has executed and delivered a counterpart, all counterparts together constitute one Agreement. A copy of the executed Agreement that has been faxed or sent electronically shall have the same force and effect as the original.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the day and year first written above.

**SELLER:**

GERALDINE FOSSILE, TRUSTEE  
LINCOLN AND MECHANIC REALTY TRUST:

  
Geraldine Fossile

Date: 3-15-2018

**MEDC**

MARLBOROUGH ECONOMIC DEVELOPMENT CORPORATION  
BY ITS DULY AUTHORIZED EXECUTIVE DIRECTOR:

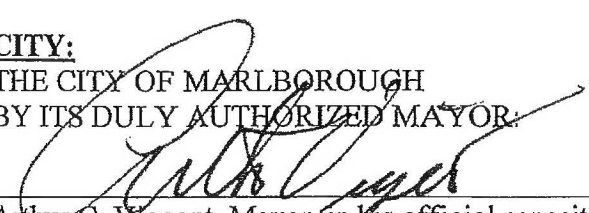
  
Meredith Harris, Executive Director, in her official capacity

Date: 3/19/18

**CITY:**

THE CITY OF MARLBOROUGH

BY ITS DULY AUTHORIZED MAYOR:

  
Arthur G. Vigeant, Mayor, in his official capacity

Date: 3/15/18

**LIST OF ATTACHMENTS**

ATTACHMENT "A"	IRS Form W-9, Taxpayer Identification Number and Certification
ATTACHMENT "B"	Certificate of Non-Foreign Status (IRS Code, 26 CFR 1.1445-2)

## ATTACHMENT A

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Form **W-9**  
(Massachusetts Substitute W-9 Form)  
Rev. April 2009

## Request for Taxpayer Identification Number and Certification

Completed form should be given to the requesting department or the department you are currently doing business with.

Please print or type

Name (List legal name, if joint names, list first & circle the name of the person whose TIN you enter in Part I-See Specific Instruction on page 2)

Business name, if different from above. (See Specific Instruction on page 2)

Check the appropriate box: ☐ Individual/Sole proprietor ☐ Corporation ☐ Partnership ☐ Other: \_\_\_\_\_

Legal Address: number, street, and apt. or suite no.

Remittance Address: If different from legal address number, street, and apt. or suite no.

City, state and ZIP code

City, state and ZIP code

Phone # ( )

Fax # ( )

Email address:

### Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instruction on page 2. For other entities, it is your employer identification number (EIN). If you do not have a number, see How to get a TIN on page 2.

Note: If the account is in more than one name, see the chart on page 2 for guidelines on whose number to enter.

Social security number

□□□-□□-□□□□

OR

Employer identification number

□□-□□□□□□

Vendors:

Dunn and Bradstreet Universal Numbering System (DUNS)

DUNS

□□□□□□□□

### Part II Certification

Under penalties of perjury, I certify that:

- The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
- I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
- I am an U.S. person (including an U.S. resident alien).
- I am currently a Commonwealth of Massachusetts state employee: (check one): No ☐ Yes ☐ If yes, in compliance with the State Ethics Commission requirements.

Certification Instructions: You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply.

Sign  
Here

Authorized Signature ►

Date ►

### Purpose of Form

A person who is required to file an information return with the IRS must get your correct taxpayer identification number (TIN) to report, for example, income paid to you, real estate transactions, mortgage interest you paid, acquisition or debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to give your correct TIN to the person requesting it (the requester) and, when applicable, to:

- Certify the TIN you are giving is correct (or you are waiting for a number to be issued).
- Certify you are not subject to backup withholding.

If you are a foreign person, use the appropriate Form W-8. See Pub 515, Withholding of Tax on Nonresident Aliens and Foreign Corporations.

What is backup withholding? Persons making certain payments to you must withhold a designated percentage, currently 28% and pay to the IRS of such payments under certain

conditions. This is called "backup withholding." Payments that may be subject to backup withholding include interest, dividends, broker and barter exchange transactions, rents, royalties, nonemployee pay, and certain payments from fishing boat operators. Real estate transactions are not subject to backup withholding.

If you give the requester your correct TIN, make the proper certifications, and report all your taxable interest and dividends on your tax return, payments you receive will not be subject to backup withholding. Payments you receive will be subject to backup withholding if:

- You do not furnish your TIN to the requester, or
- You do not certify your TIN when required (see the Part II instructions on page 2 for details), or
- The IRS tells the requester that you furnished an incorrect TIN, or
- The IRS tells you that you are subject to backup withholding because you did not report all your interest and dividends only), or

5. You do not certify to the requester that you are not subject to backup withholding under 4 above (for reportable interest and dividend accounts opened after 1983 only).

Certain payees and payments are exempt from backup withholding. See the Part II instructions on page 2.

### Penalties

**Failure to furnish TIN.** If you fail to furnish your correct TIN to a requester, you are subject to a penalty of \$50 for each such failure unless your failure is due to reasonable cause and not to willful neglect.

**Civil penalty for false information with respect to withholding.** If you make a false statement with no reasonable basis that results in no backup withholding, you are subject to a \$500 penalty.

**Criminal penalty for falsifying information.** Willfully falsifying certifications or affirmations may subject you to criminal penalties including fines and/or imprisonment.

**Misuse of TINs.** If the requester discloses or uses TINs in violation of Federal law, the requester may be subject to civil and criminal penalties.

## Specific Instructions

**Name.** If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

**Sole proprietor.** Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

**Limited liability company (LLC).** If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

**Caution:** A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

**Other entities.** Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

### Part I - Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

**Note:** See the chart on this page for further clarification of name and TIN combinations.

**How to get a TIN.** If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7, Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3876) or from the IRS's Internet Web Site [www.irs.gov](http://www.irs.gov).

If you do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments.

The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

**Note:** Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

### Part II - Certification

To establish to the paying agent that your TIN is correct or you are a U.S. person, or resident alien, sign Form W-9.

For a joint account, only the person whose TIN is shown in Part I should sign (when required).

Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

**Dunn and Bradstreet Universal Numbering System (DUNS) number requirement.** The United States Office of Management and Budget (OMB) requires all vendors that receive federal grant funds have their DUNS number recorded with and subsequently reported to the granting agency. If a contractor has multiple DUNS numbers the contractor should provide the primary number listed with the Federal government's Central Contractor Registration (CCR) at [www.ccr.gov](http://www.ccr.gov). Any entity that does not have a DUNS number can apply for one online at <http://www.dnb.com/us/> under the DNB D-U-N Number Tab.

### Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payers must generally withhold a designated percentage, currently 28% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

## What Name and Number to Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account <sup>1</sup>
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor <sup>2</sup>
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee <sup>1</sup>
b. So-called trust account that is not a legal or valid trust under state law	The actual owner <sup>1</sup>
5. Sole proprietorship	The owner <sup>3</sup>
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner <sup>3</sup>
7. A valid trust, estate, or pension trust	Legal entity <sup>4</sup>
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

<sup>1</sup> List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

<sup>2</sup> Circle the minor's name and furnish the minor's SSN.

<sup>3</sup> You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN (if you have one).

<sup>4</sup> List first and circle the name of the legal trust, estate, or pension trust. (Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.)

**Note:** If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

If you have questions on completing this form, please contact the Office of the State Comptroller, (617) 973-2468.

Upon completion of this form, please send it to the Commonwealth of Massachusetts Department you are doing business with.

## **ATTACHMENT B**

CERTIFICATE OF NON FOREIGN STATUS

Section 1445 of the Internal Revenue Code provides that a transferee (buyer) of a U.S. real property interest must withhold tax if the transferor (seller) is a foreign person. To inform

(the "Transferee") that withholding of tax is not required upon the disposition of a U.S. real property interest by \_\_\_\_\_

(the "Transferor"), the undersigned hereby certifies the following on behalf of the Transferor:

1. That the Transferor is the owner of the following described property, to wit:

Block: \_\_\_\_\_ Lot: \_\_\_\_\_ County: \_\_\_\_\_

Premises: \_\_\_\_\_

2. The Transferor is not a non-resident alien for purposes of the U.S. income taxation (as such term is defined in the Internal Revenue Code and Income Tax Regulations).

3. The Transferor's U.S. taxpayer identification number (Social Security Number) is \_\_\_\_\_

4. The Transferor's address is \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

5. The Transferor understands that this certification be disclosed to the Internal Revenue Service by the Transferee and that any false statement contained herein could be punished by fine, imprisonment or both.

UNDER PENALTIES OF PERJURY, I DECLARE THAT I HAVE EXAMINED THIS CERTIFICATION AND TO THE BEST OF MY KNOWLEDGE AND BELIEF IT IS TRUE, CORRECT AND COMPLETE, AND I FURTHER DECLARE THAT I HAVE AUTHORITY TO SIGN THIS DOCUMENT ON BEHALF OF THE TRANSFEROR.

DATED: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_

BY: \_\_\_\_\_



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CITY OF MARLBOROUGH  
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# 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](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

March 29, 2018

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

### Re: Reappointment of Assistant City Solicitor Cynthia Panagore Griffin

Honorable President Clancy and Councilors:

I am pleased to submit for your review and confirmation the reappointment of Assistant City Solicitor Cynthia Panagore Griffin for a three-year term to expire three years from the date of City Council confirmation.

As you all know, Ms. Panagore Griffin is a key part of our Legal Department. She effectively uses her diverse professional background and experience to serve City staff and the City Council on a wide variety of issues.

I am confident she will continue to serve Marlborough well throughout her additional three-year term. We will both be available to answer any questions at a Personnel Committee meeting. In the meantime, please do not hesitate to contact me with any questions or concerns.

Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant  
Mayor





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CITY OF MARLBOROUGH

2018 MAR 29 A 9 18

**Marlborough City Council**  
**Michael H. Ossing**  
**City Councilor-at-Large**  
140 Main Street  
Marlborough, Massachusetts 01752  
(508) 460-3711 TDD (508) 460-3610

March 28, 2018

President and Members  
Marlborough City Council  
City Hall  
Marlborough, MA 01752

Re: Municipal Aggregation - Six Month Fixed Price Contract with Public Power  
May 2018 through October 2018

Dear Honorable Members:

In accordance with Order No.17-1006881, this correspondence informs the City Council that the Ad-Hoc Municipal Aggregation Committee has approved a six-month fixed price contract with Public Power that will have electricity rates lower than the National Grid Fixed Basic Service Rates.

- National Grid Fixed Basic Service Rate = 0.10870 \$/kWh (pending DPU approval in April)
- Public Power Rate = 0.10159 \$/kWh
- Will SAVE Marlboro residential rate payers 0.00711 \$/kWh

The new rates will be in effect starting with the May 2018 meter reads through the November 2018 meter reads.

The Ad-Hoc Municipal Aggregation Committee acknowledged that if Marlboro residents want to use only "green" Renewable Energy Certificates (REC) for their electricity, they could contact Public Power and have an electricity supply rate of 0.10226 \$/kWh for the same meter read period as above. This information will appear on the City website when Colonial Power has the new rates posted in April.

Sincerely,

Michael H. Ossing  
Chairman Ad Hoc Municipal Aggregation Committee



# City of Marlborough Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

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

**DONALD V. RIDER, JR.**  
CITY SOLICITOR

**CYNTHIA M. PANAGORE GRIFFIN**  
ASSISTANT CITY SOLICITOR

**ELLEN M. STAVROPOULOS**  
PARALEGAL

March 28, 2018

Edward Clancy  
President  
Marlborough City Council

RE: Executive Session Request –  
Land Use Request Involving a Property Off Boston Post Road

Dear President Clancy and Members:

I respectfully ask for a brief executive session with the Council on Monday evening to discuss pending litigation concerning a land use request involving a property off Boston Post Road.

I have enclosed a proposed motion, which includes re-convening in open session.

Thank you for your attention to this matter.

Very truly yours,

Donald V. Rider, Jr.  
City Solicitor

Enclosure (Motion)

MOTION:

It is moved, in conformance with MGL c. 30A, § 21(a)(3), that the Marlborough City Council conduct an executive session for the purpose of discussing strategy in pending litigation concerning a land use request involving a property off Boston Post Road, as an open meeting may have a detrimental effect on the litigating position of the City of Marlborough and the City Council, and the chair hereby declares that an open meeting may have that effect.

It is further moved and stated that the City Council will re-convene in open session after the executive session.



*City of Marlborough*  
**Legal Department**

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**DONALD V. RIDER, JR.**  
 CITY SOLICITOR

**CYNTHIA M. PANAGORE GRIFFIN**  
 ASSISTANT CITY SOLICITOR

**ELLEN M. STAVROPOULOS**  
 PARALEGAL

March 29, 2018

Edward Clancy, President and Members  
 Marlborough City Council

RE: Zoning Ordinance Amendment – Medical Marijuana Treatment Centers  
 Order No. 18-1007163

Dear President Clancy and Members:

Attached for your consideration is the above captioned Order No. 18-1007163. Said Order is in proper form for consideration by the body.

I am available to answer your questions. Thank you for your attention to this matter.

Very Truly Yours,

Cynthia Panagore Griffin  
 Assistant City Solicitor

Enclosure

## ORDERED:

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

1. Section 650-17, entitled "Table of Uses," is hereby amended by deleting in its entirety the use entitled "Medical Marijuana Treatment Centers" and by inserting in place thereof the following:

	RR	A1	A2	A3	RB	RC	B	CA	LI	I	MV
Medical marijuana treatment centers (45)	N	N	N	N	N	N	SP	N	SP	N	N

2. Section 650-18, entitled "Conditions for Uses," is hereby amended by adding to said section a new paragraph (45), as follows:

(45) Medical marijuana treatment centers:

- (a) Shall only be located within those portions of the B and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Northborough town line to Massachusetts State Highway Route 495, and within those portions of the B and LI districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Sudbury town line to Phelps Street;
  - (b) Shall have frontage on Massachusetts State Highway Route 20 (Boston Post Road); and
  - (c) Shall be subject to the provisions of local and state laws, standards and regulations, and ordinances including without limitation § 650-32 of the Zoning Ordinance of the City of Marlborough, any conditions imposed on licenses and permits held by the medical marijuana treatment center, agreements between the medical marijuana treatment center and the City of Marlborough, and a Special Permit from the City Council (the "Special Permit Granting Authority").
3. Section 650-32 entitled "Medical Marijuana Treatment Centers" is hereby deleted in its entirety and inserted in place thereof shall be the following:

§650-32 MEDICAL MARIJUANA TREATMENT CENTER

- A. Subject to the provisions of this Zoning Ordinance, Chapter 40A of the Massachusetts General Laws, Chapter 94I of the Massachusetts General Laws, and 105 CMR 725.000, all as amended, the City of Marlborough Zoning



Ordinance will not prohibit the location of a center for medical marijuana treatment within the City of Marlborough, but will instead regulate such centers. A Medical Marijuana Treatment Center should provide medical support, security, oversight by a physician, and standards that meet or exceed 105 CMR 725.000. These Centers should not compete to provide streamlined care to patients and should not provide a location for patients to wait for treatment in the vicinity of children. Therefore, to ensure that these Centers are located in such a way as to not pose a direct threat to the health or safety of either qualifying patients or the public at large, the provisions of this section will apply to all such Centers.

- B. In the interpretation of this chapter, the meanings of words and phrases shall be according to the definitions included in Chapter 369 of the Acts of 2012, Chapter 94I of the Massachusetts General Laws as amended, and 105 CMR 725.00 as amended, unless the context shows another sense to be intended. For purposes of this chapter, the following definitions shall also apply:

**MARIJUANA-INFUSED PRODUCT (MIP)** means a product infused with marijuana that is intended for use or consumption, including but not limited to edible products, ointments, aerosols, oils, and tinctures. These products, when created or sold by a Medical Marijuana Treatment Center business, shall not be considered a food or a drug as defined in M.G.L. c. 94, § 1.

**MEDICAL MARIJUANA** shall mean all parts of the plant *Cannabis sativa* L., whether growing or not; the seeds thereof; and resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant, its seeds or resin. It does not include the mature stalks of the plant, fiber produced from the stalks, oil, or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted therefrom, fiber, oil, or cake or the sterilized seed of the plant which is incapable of germination. The term also includes MIPs except where the context clearly indicates otherwise.

**MEDICAL MARIJUANA TREATMENT CENTER** shall refer to the site(s) of dispensing, cultivation, and preparation of marijuana; shall mean a not-for-profit entity or a for-profit entity registered under 105 CMR 725.100 and known thereunder as a registered marijuana dispensary (RMD), that acquires, cultivates, possesses, processes (including development of related products such as edible marijuana-infused products (MIPs), tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to registered qualifying patients or their personal caregivers; and shall be subject to the regulations under § 650-32 of this Ordinance.

**MEDICAL USE OF MARIJUANA** shall mean the acquisition, cultivation, possession, processing (including development of related products such as

Marijuana-Infused Products (MIPs) that are to be consumed by eating or drinking, tinctures, aerosols, oils, or ointments), transfer, transport, sale, distribution, dispensing, or administration of marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers.

PERSON shall mean an individual, non-profit entity, or for profit entity.

C. In such zoning districts where a Special Permit is required for Medical marijuana treatment center, upon application, the Special Permit Granting Authority shall grant the Special Permit only upon its written determination that any adverse effects of the proposed use will not outweigh its beneficial impacts to the City or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site. In addition to any specific factors that may be set forth in this Ordinance, the determination shall include, but is not limited to, consideration of each of the following:

1. Social, economic, or community needs which are served by the proposal;
2. Traffic flow and safety, including parking and loading;
3. Adequacy of utilities and other public services;
4. Neighborhood character and social structures;
5. Impacts on the natural environment;
6. Potential fiscal impact, including impact on City services, tax base, and employment;
7. Hours of operation;
8. Requiring that contact information be provided to the Chief of Police, the Building Commissioner, and the Special Permit Granting Authority;
9. Requiring payment of a community impact fee;
10. Requiring the submission to the Special Permit Granting Authority of the same annual reports that must be provided to the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission;
11. Requiring regular inspections by City officials or their agents, and access to the same records which are available for inspection to the Commonwealth of Massachusetts Department of Public Health and/or the Massachusetts Cannabis Control Commission;
12. Requiring employees to undergo a criminal background check, including but not limited to CORI and an additional background check, by the Police Chief who shall have the authority to disapprove the employment of any person(s) as a result of said background check;
13. Requiring surveillance cameras, capable of 24-hour video recording, archiving recordings and ability to immediately produce images, in, on, around or at the premises;
14. Prohibiting the sale of any materials or items unrelated to the purposes of registration by the Commonwealth of Massachusetts Department of Public

Health and/or the Massachusetts Cannabis Control Commission, including, without limitation, tobacco products, clove cigarettes, or e-cigarettes;

15. The ability for the Business to:
  - a. provide a secure indoor waiting area for clients;
  - b. provide an adequate and secure pick-up/drop-off area;
  - c. provide adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals; and
  - d. adequately address issues of traffic demand, parking, and queuing, especially at peak periods at the Business, and its impact on neighboring uses; and
  - e. provide opaque exterior windows.
16. Signs and signage; and
17. Names of businesses, business logos and symbols, subject to state and federal law and regulations.

D. The Special Permit Granting Authority may require the applicant to provide a traffic study, at the applicant's expense, to establish the impacts of the peak traffic demand.

E. Applicants for a Special Permit shall be subject to Site Plan Review under § 270-2 of the Code of the City of Marlborough.

F. A medical marijuana treatment center shall not be located:

- a. Within a radius of five hundred (500) feet of a school (as defined in § 517-2 of the Code of the City of Marlborough, as amended) located within the City of Marlborough; and
- b. Within a radius of five hundred (500) feet of a daycare center (as defined in § 517-2 of the Code of the City of Marlborough, as amended) located within the City of Marlborough.

The five hundred (500) foot distance in these section F. is measured in a straight line from the nearest point of the building in which the school or daycare center in question is located to the nearest point of the building within which the proposed Medical Marijuana Treatment Center would be located.

G. Chapter 412 of the Code of the City of Marlborough, as amended, prohibiting the smoking, ingesting, or other use or consumption of marijuana in any place accessible to the public, shall be construed as applying to the medical use of marijuana inside a Medical Marijuana Treatment Center.

4. The effective date of these amendments shall be the date of their passage.

ADOPTED  
In City Council  
Order No 18-1007163  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



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CITY OF MARLBOROUGH  
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*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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*DONALD V. RIDER, JR.*  
CITY SOLICITOR

*CYNTHIA M. PANAGORE GRIFFIN*  
ASSISTANT CITY SOLICITOR

*ELLEN M. STAVROPOULOS*  
PARALEGAL

March 29, 2018

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

RE: Proposed Order to Accept Grant of Public Walking Trail Easement from Fairfield  
Marlborough Limited Partnership

Dear President Clancy and Members:

Enclosed herewith is a proposed order to accept a public walking trail easement from Fairfield Marlborough Limited Partnership. The easement would connect the Talia apartments on Ames Street with the walking trail at Apex Center. Attached to the proposed order is a copy of the signed deed of easement and Exhibit A thereto, being a plan which depicts the location of the easement.

The subject easement is granted pursuant to paragraph 20 of the Comprehensive Permit issued by the Zoning Board of Appeals (ZBA Case No. 1410-2012) to The Gutierrez Company, predecessor in interest to Fairfield Marlborough Limited Partnership. Conservation Officer Priscilla Ryder has asked the Legal Department to place the proposed deed of easement before the Council for its consideration and approval.

Thank you for your attention to this matter.

Very truly yours,

Cynthia Panagore Griffin  
Assistant City Solicitor

Enclosure

cc: Priscilla Ryder, Conservation Commissioner  
Zoning Board of Appeals



ORDERED:

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity require that the perpetual walking trail easement shown on a plan entitled "Public Access Route Talia", dated November 28, 2017, be accepted as a municipal easement for passive recreational pedestrian use, as hereinafter described:

DESCRIPTION

The perpetual walking trail easement of up to six (6) feet in width in the location approximately shown as "Pedestrian Route" on the plan entitled "Public Access Route Talia", dated November 28, 2017 and attached here as Exhibit A to the deed of easement entitled "Public Walking Trail Easement", dated January 10, 2018, by and through which deed of easement said perpetual walking trail easement is granted by Fairfield Marlborough Limited Partnership to the City of Marlborough, said deed of easement and Exhibit A thereto to be recorded with the Middlesex County South Registry of Deeds.

IT IS THEREFORE ORDERED THAT:

The perpetual walking trail easement of up to six (6) feet in width in the location approximately shown as "Pedestrian Route" on the plan entitled "Public Access Route Talia", dated November 28, 2017 and attached as Exhibit "A" to the deed of easement entitled "Public Walking Trail Easement", dated January 10, 2018, from Fairfield Marlborough Limited Partnership to the City of Marlborough, said deed of easement and Exhibit A thereto to be recorded with the Middlesex County South Registry of Deeds, be accepted as a municipal easement for passive recreational pedestrian use in the City of Marlborough.

ADOPTED

In City Council

Order No. 18-

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:

### PUBLIC WALKING TRAIL EASEMENT

FAIRFIELD MARLBOROUGH LIMITED PARTNERSHIP, a Delaware limited partnership, having an address of 7301 N. SH-161, Suite 260, Irving, TX 75039 ("Grantor"), for consideration of Ten Dollars (\$10.00), the receipt of which is hereby acknowledged, hereby grants to the CITY OF MARLBOROUGH, Massachusetts, having an address of 140 Main Street, Marlborough, MA 01752 ("Grantee"), with QUITCLAIM COVENANTS, a non-exclusive right and easement up to six (6) feet in width in the location approximately shown as "Pedestrian Route" (the "Easement Area") on the plan attached as Exhibit A entitled "Public Access Route Talia" dated 11/28/17, for passive recreational use of a walking trail / route within the Easement Area, on the terms and conditions set forth in this Easement, which shall be deemed to be reserved rights of Grantor, and which are hereby accepted and agreed to by Grantee by its recording of this Easement. The Easement is located on "Grantor's Land" being that certain property commonly known and numbered as 155 Ames Street, Marlborough, MA 01752, more particularly described in that certain Confirmatory Deed dated March 11, 2105 and recorded with Middlesex South Registry of Deeds in Book 65061, Page 181.

The purpose of said non-exclusive right and easement is to provide members of the general public with the passive recreational pedestrian use of said walking trail / route between the crosswalk over Ames Street at the driveway entrance to the apartment complex on Grantor's Land, and the connecting trails over abutting land to the north now or formerly of Arturo J. Gutierrez, John A. Cataldo and Arthur J. Guttierrez, Jr., Trustees of the Marlborough / Northborough Land Realty Trust, a Massachusetts nominee trust, created under Declaration of Trust dated October 12, 2000 and recorded with the Middlesex South Registry of Deeds in Book 31932, Page 433, as amended, which connecting trails are more particularly described in (a) that certain Walking Trail Easement dated April 30, 2014, 63556, Page 536, and (b) that certain Public Walking Trail Easement dated April 30, 2014 and recorded with said Registry in Book 63556, Page 554, and provide access to the signalized intersection of Northboro Road East and

Property address: 155 Ames Street, Marlborough, MA 01752

Boston Post Road (aka Route 20) in said Marlborough, Massachusetts (collectively, such trails on the abutting land are referred to as the "Connecting Trails").

The Grantor shall reasonably maintain the walking trail and the sidewalk and crosswalks within the Easement Area. Grantee acknowledges and agrees that in part the walking trail / route may be an unimproved woods trail or path and may have slopes or surfaces that are not compliant with applicable accessibility regulations or requirements, and that Grantor shall have no obligation to improve the walking trail / route to comply with the Americans with Disabilities Act, or any other applicable state, federal or local law, regulation, guidance or order concerning accessibility, and that any such compliance shall be the sole obligation of Grantee at Grantee's sole cost and expense, and subject to Grantor's right to review and approve any plans and specifications, and further subject to temporary construction easements with reasonable working hours, approved by Grantor, which approvals shall not be unreasonably withheld.

The use of the Easement Area by the general public shall be subject to reasonable rules and regulations established and modified from time to time by Grantor. Without limiting the generality of the foregoing, Grantee hereby acknowledges and agrees that such use by the general public shall be limited to the hours of dawn to dusk, that the Easement Area shall be used only for pedestrian travel and at the sole risk of users, that the Easement Area crosses land developed and used for multi-family housing, that Grantor has a reasonable interest in the safety, orderliness, and quiet enjoyment of the area by Grantor's tenants, employees, agents, contractors and its tenant's guests and invitees and, accordingly, that Grantor shall have the right at any time, and from time to time, to suspend public use of the Easement Area if the public use thereof gives rise to reasonable health, safety, welfare or aesthetic concerns by Grantor or persons claiming by, through or under Grantor (e.g., unleashed dogs, pet feces, litter, criminal activity, loud, disruptive or abusive behavior, trespass on other portions of the Grantor's property, or the like), and to terminate this Easement upon 30 days' written notice to Grantee, if Grantor has documented a pattern of misuse or abuse and, despite such warning and documentation, the pattern has continued or resumed.

Grantor and Grantee, with the review and approval of Grantor, shall each have the right to post reasonable way-finding signage along the walking trail / route, to post rules and regulations concerning usage, and to post signage warning of potentially hazardous conditions, and disclaiming liability, all at the sole cost and expense of the party posting the signage. Grantor shall have no obligation to remove snow or ice from the walking trail / route except for those portions located on paved sidewalks or road and, even then, only to the extent otherwise required by applicable law.

Notwithstanding any language to the contrary contained in this Easement, Grantor and Grantee shall have all the benefits and protections of the limitation on liability contained in Massachusetts General Laws Chapter 21, Section 17C, to the fullest extent provided therein.

Grantor reserves to itself and its successors and assigns: (i) the right to relocate, from time to time, at Grantor's sole cost and expense and without any right of approval by Grantee beyond approvals otherwise required under then applicable law, the Easement Area as may be necessary or desirable for Grantor's use, development and redevelopment of the Grantor's Land, provided that (a) Grantor notifies Grantee in writing in advance, which such notice shall contain a new description and plan, both to be prepared and recorded at Grantor's expense, and (b) the relocated Easement Area does not significantly lessen the utility of the Easement Area for the intended purpose, does not unreasonably increase the burdens on the use and enjoyment of the Easement Area by the members of the general public, and does not frustrate the purpose for which the Easement was created but rather continues substantially to provide the public with a passive, recreational, pedestrian connection as contemplated in this Easement; (ii) the right to use portions of the Easement Area from time to time for the purposes of providing access and egress to and from the Grantor's Land including, without limitation, for ways, drives, utilities, parking areas, loading and unloading construction, repairs, sidewalks, landscaping and amenities; and (iii) the right to use and to grant others the right to use the Easement Area for any and all other purposes that do not materially interfere with the use by the general public of the Easement Area for passive recreational pedestrian use.

The use by the general public of the Easement Area may be suspended from time to time for the duration of any (i) maintenance or repair work on the Grantor's Land and any improvement thereon including without limitation any work following storm events, fire and other casualty, and any demolition or reconstruction; (ii) any suspension in the use of the Connecting Trail whether arising from disuse, mis-use, storm or other damage, fire or fire hazard, or lack of proper maintenance or otherwise; or (iii) relocation of the Connecting Trail to a location where the Connecting Trail no longer connects to the Easement Area. In addition, the Grantor reserves the right to terminate this Easement by written notice to the Grantee and recording thereof with the Registry of Deeds, if the Connecting Trail is permanently closed or no longer provides access to a retail center on the northwesterly side of Boston Post Road, or if the Grantee establishes or obtains another path elsewhere making the same connection.

The rights and obligations established hereby shall run with Grantor's Land and shall be binding upon and insure to the benefit of Grantor and Grantee, and their respective successors and assigns in perpetuity. This Easement is in the nature of an easement in gross. This Easement may not be amended without written consent of the Grantor and the Grantee and any person then holding a mortgage on Grantor's Land.

For Grantor's title, see Confirmatory Deed recorded with said Registry in Book 65061, Page 181.

[The remainder of this page is intentionally blank.]

WITNESS our hands and seals as of this 10<sup>th</sup> day of January, 2018.

FAIRFIELD MARLBOROUGH LIMITED  
PARTNERSHIP, a Delaware limited partnership

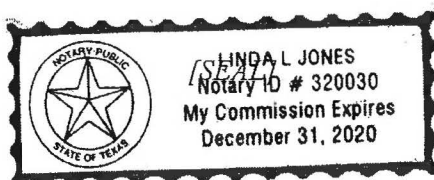
By: BF VAMF II GP LLC, a Delaware limited liability  
company  
its General Partner

By: [Signature]  
Name: Doug Ness  
Title: Senior Vice President

State of Texas

County of Dallas, ss.

On this 10<sup>th</sup> day of January, 2018, personally appeared before me Doug Ness, as Senior Vice President on behalf of Fairfield Marlborough Limited Partnership, who proved to me through satisfactory evidence of identification, to wit, a driver's license, to be the signer of the foregoing document, and acknowledged to me that the same was signed voluntarily for its stated purpose.



[Signature]  
Notary Public  
My Commission expires: 12/31/2020

[Signatures continued on next page.]



Consented to:

Grantor's Mortgagee:  
CAMBRIDGE SAVINGS BANK

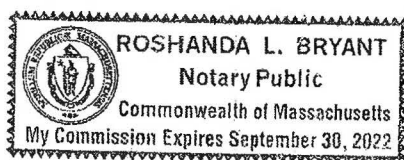
By: *Paul C. Davis*  
Name: Paul C. Davis  
Title: Vice President

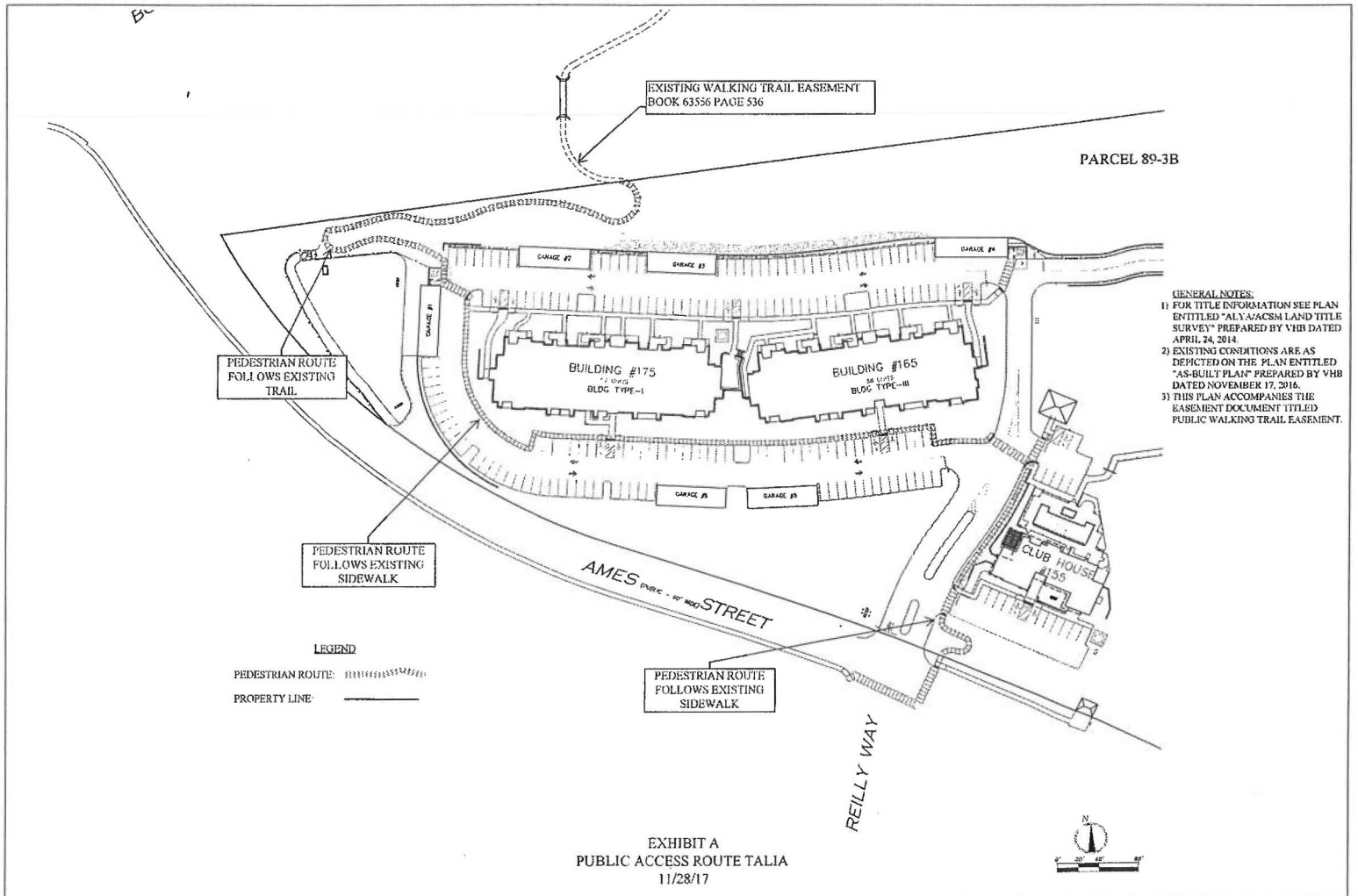
State of Mass  
County of Middlesex, ss.

On this 24<sup>th</sup> day of January, 2018, personally appeared before me Paul C. Davis, as Vice President on behalf of Cambridge Savings Bank, who proved to me through satisfactory evidence of identification, to wit, a driver's license, to be the signer of the foregoing document, and acknowledged to me that the same was signed voluntarily for its stated purpose.

[SEAL]

*Roshanda Bryant*  
Notary Public *Roshanda Bryant*  
My Commission expires: September 30, 2022





March 26, 2018

Mayor Arthur Vigeant, honorable members of the City Council and the Office of the City Clerk  
City Hall  
140 Main Street  
Marlborough, MA 01752

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2018 MAR 29 A 8:33

Dear Mayor Vigeant and honorable members of the council,

We are writing concerning 685-685R Farm Road Retirement Community Overlay District proposal that is before you. As longtime residents and/or business owner's that are closely located to the proposed development. We are asking you to vote "NO" on this proposal for the following reasons:

1. The co-location of residential with industrial/business use will lead to problems for the residents, business owners and the city. Specifically, relating to the noise associated with normal business operations and view for prospective new residents of the same. We believe this will be a point of conflict and as with other development initiatives, likely to lead to displacing our small business or burdening them with legal costs associated with disputes. No provisions or safeguards to address this have been included in the developer's proposal or mandated by the city. Below are just a few examples of recent local lawsuits concerning condo abutters:
  - a. Gulbankin- Southboro. Michael Gulbankins business was shut down because his new neighbors complained about noise and odors from his school buses and machine shop. This caused him to spend over \$180,000.00 to litigate.
  - b. Davidians Farm - Northboro. The 4th generation family is being harassed by neighbors because their compost pile smells when the wind is blowing from wrong direction.
  - c. Sauta Farm-Hudson. March 21, 2018, on the first day of spring, they were served a cease & desist order from the town of Hudson. Their neighbors who live in condos that were built on Sauta land, aren't happy with their wood cutting operation and composting.
  - d. Here in Marlborough, look at the heart-aches and sleepless nights experienced by Sandy and Bob Stetson when the "helicopter school "was harassed by local abutters. Also, what has it cost the City of Marlboro to try to control odors from our "easterly sewer plant" to satisfy the residents that live off Sudbury Street?
2. We believe the property owners and businesses should have been notified in writing of the intent to change the zoning and of Capital Group Properties intent to develop the property. There was absolutely NO communication from the developer and the city communications were limited. This lack of communication and disregard for the abutting property owners is unacceptable and has not allowed us adequate time to review or to propose alternative solutions.
3. A public hearing is scheduled on Monday May 7, 2018 for proposed changes to the zoning ordinance chapter 650-22. The changes proposed, have not been heard by the public and are directly related to this proposal. The proposed changes have the potential to significantly impact the final design of this residential community. Including, changes in the unit style and density. The impacts of which cannot be effectively assessed at this time by effected residents and business owners.

4. We believe there are other uses for this property that should be explored first and that would allow Sandy Stetson to sell her property, be compatible with current zoning and existing business operations and would have the potential to serve the entire community. An example could include, but is not limited to, the purchase of the property by the city for use as a school or possibly a sports center allowing for:
- soccer fields,
  - family area,
  - green space,
  - parking,
  - a heliport,
  - walking and jogging trails,
  - dog park,
  - gateway to Callahan State Park
  - A project like this may also be able to leverage state grants.

Development costs at this location for school or recreational use may be more economical and desirable than other proposed locations.

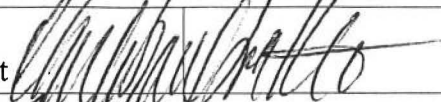
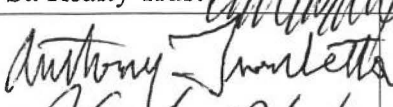
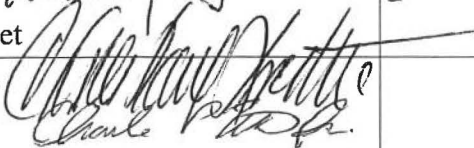


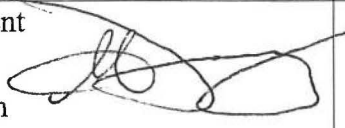
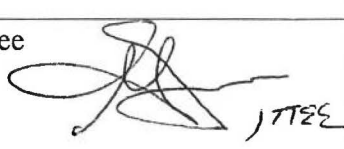

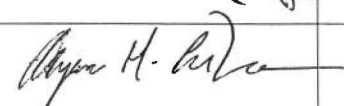


We appreciate your prompt attention to this matter. Thank you for your service to our community.

Sincerely,

*See Attachment A. for a list of all signatures*

Cc: Mayor Arthur Vigeant; Edward J. Clancy City Council President, City Councilors, Dave Doucette; Michael H. Ossing; Peter J. Juare; Mark Oram; Kathleen D. Robey; Joseph F. Delano, Jr; J Christian Dumais, Robert J. Tunnera; John J. Irish; Donald R. Landers; Office of the City Clerk.

**Attachment A. Signatures**

Charles P. Trombetta, Trustee The 10 Broadmeadow St. Realty Trust	
Anthony Trombetta Christine Trombetta 20 Broadmeadow Street	
Charles Trombetta, Sr. Charles Trombetta, Jr. Tony Trombetta, Trombetta's Farm 655 Farm Road <a href="mailto:trombettasfarm@hotmail.com">trombettasfarm@hotmail.com</a>	 
Mike Monteiro Monteiro Realty Trust Monteiro Machine Co. 667 Farm Road. Marlborough, Ma 01752 508-981-8800 <a href="mailto:monteiromachine@verizon.net">monteiromachine@verizon.net</a>	
Gina A. DiMatteo, Resident 721 Farm Road <a href="mailto:dimatteo.ga@outlook.com">dimatteo.ga@outlook.com</a>	
Gina A. DiMatteo, Trustee 729 Farm Road Trust 729 Farm Road <a href="mailto:dimatteo.ga@outlook.com">dimatteo.ga@outlook.com</a>	
Richard C. DiMatteo, Trustee 729 Farm Road Trust 729 Farm Road <a href="mailto:r.dimatteo@comcast.net">r.dimatteo@comcast.net</a>	
Alycia Leduc Wayside Athletic Club <a href="mailto:alycialeduc@waysideathleticclub.com">alycialeduc@waysideathleticclub.com</a>	
Manuel Lemes President and owner, Pro-fast Air Inc. 729 Farm Road Marlborough, MA	
Rodney P. Majowicz Compact Equipment Services 729 Farm Road	



Walter Enright Sign-Right 729 Farm Road <i>Walter Enright</i>	
Lincoln Rebello Expert Auto Repair 667 Farm Road Marlboro, Ma 01752 expertautorepair2012@hotmail.com 508-303-2000 <i>Lincoln Rebello</i>	
Andrew Strzepek Coastline group LLC 667 Farm Road Marlboro, Ma 01752 andrew@coastline-group.com 978-835-4581 <i>Andrew Strzepek</i>	
Steve Thomas VideoTech Service 667 Farm Road Marlboro, Ma 01752 vidtech@verizon.net 508-320-6423 <i>Steve Thomas</i>	

Fernando Teodoro  
American eagle AUTO sales  
729 Farm Rd  
Marlboro, ma 01752

→ *John The*

---

# MIRICK O'CONNELL

---

ATTORNEYS AT LAW

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2018 MAR 29 A 11:20

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

March 29, 2018

**HAND DELIVERED**

Councilor Edward Clancy, President  
Marlborough City Council  
City Hall  
Marlborough, MA 01752

Re: Proposed Zoning Amendment – Ancillary Auto Sales

Dear Councilor Clancy:

I represent Route 20 Marlboro Properties LLC (RK Centers), the owner of land located at 735 Boston Post Road East, Assessors Map 61, Parcel 23. On behalf of RK Centers, I respectfully request that the City Council consider amending the Zoning Ordinance of the City of Marlborough by allowing ancillary auto sales by special permit, as a use tied to a nearby auto sales operation, as specified in the enclosed Proposed Order. In accordance with M.G.L. c. 40A, § 5, RK Centers is the owner of land to be affected by this proposed amendment.

The ancillary auto sales use would only be allowed in the Business and Commercial Automotive Zoning Districts. The use would need to be located within 1,500 feet of an existing auto sales use, and the ancillary operation could be no larger than the primary operation. Due to the distance requirement, the relocation or closure of the primary auto sales use would require the closure of the ancillary use.

Please refer this matter to the Planning Board and take the appropriate steps for review by the City Council. Pursuant to City Council Order No. 91-3822A, I am notifying you that Mirick O'Connell is representing Route 20 Marlboro Properties LLC in this matter before the City Council.

Thank you for your time and attention to this matter.

Sincerely,



Brian R. Falk

BRF/ljk

cc: Client  
Arthur P. Bergeron

---

**MIRICK, O'CONNELL, DEMALLIE & LOUGEE, LLP**

WORCESTER | WESTBOROUGH | BOSTON

www.mirickoconnell.com

**PROPOSED CITY COUNCIL ORDER**

**ORDERED:**

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, as most recently amended, be further amended as follows:

1. In Section 650-5.B, insert the following new definitions: (new text underlined):

**AUTO SALES**

Places for the sale of new or previously owned cars, trucks, boats, and farm equipment, along with the incidental servicing and repair of vehicles.

**ANCILLARY AUTO SALES**

Places for the sale of new or previously owned cars, trucks, boats, and farm equipment, along with the incidental servicing and repair of vehicles, provided that any Ancillary Auto Sales use shall be operated in conjunction with a lawful Auto Sales use located within 1,500 feet of the Ancillary Auto Sales use and shall not be larger than the primary Auto Sales use.

2. Adding to the Table of Use Regulations, Section 650-17, a category for “Ancillary Auto Sales” under “Business Uses”, as follows:

	<b>Zoning District Abbreviations</b>											
	<b>RR</b>	<b>A-1</b>	<b>A-2</b>	<b>A-3</b>	<b>RB</b>	<b>RC</b>	<b>RCR</b>	<b>B</b>	<b>CA</b>	<b>LI</b>	<b>I</b>	<b>MV</b>
<b>Business Use</b>												
Ancillary Auto Sales	N	N	N	N	N	N	N	SP	SP	N	N	N

**ADOPTED**

In City Council  
Order No. 18-

Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



**City of Marlborough, Massachusetts**  
**CITY CLERK DEPARTMENT**

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 CITY CLERK'S OFFICE  
 CITY OF MARLBOROUGH

2018 MAR 16 P 1:29

**Lisa M. Thomas**  
**City Clerk**

MARLBOROUGH, MA

DATE: 3-16-2018

**To the City Council:**

Owner Name: TONY BITAR

Residential Address: 5 ROLLING RIDGE LANE, PATTON, MA 01878

Telephone Number: (508) 981-5080

Business Name: HANNAISH JEWELERS

Business Address: 601 DONALD LYNCH BLVD.

Business Telephone Number: (508) 303-6595

Email Address: TBITAR@HANNAISH.COM

Owner Signature: Tony Bitar

The above-signed TONY BITAR respectfully requests that he/she be  
 granted a Junk Dealer/Second Hand Dealer License.

**In City Council**



**City of Marlborough, Massachusetts**  
**CITY CLERK DEPARTMENT**

**Lisa M. Thomas**  
**City Clerk**

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

*HANNAH JEWELERS*

\*Signature of Individual **OR**

Corporate Name (Mandatory)

*TONY BITAR*

By: Corporate Officer

(Mandatory, if applicable)

\_\_\_\_\_  
\*\*Social Security # (Voluntary) **OR**

Federal Identification Number

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws Chapter 62C §49A.



DAVID C. MANOOGIAN  
ATTORNEY AT LAW  
CARRIAGE COURT  
149 PLEASANT STREET  
ATTLEBORO, MASSACHUSETTS 02703

(508) 226-4000  
FAX: (508) 226-8387

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2018 MAR 16 A 9 42

TRADEMARK AND  
COPYRIGHT  
CAUSES

GENERAL LAW

EMAIL:  
dmanoog149@aol.com

March 15, 2018

**SENT VIA FEDERAL EXPRESS**

Lisa M. Thomas, City Clerk  
City of Marlborough  
City Hall  
140 Main Street  
Marlborough, MA 01752

Re: ***2018 Renewal Application for Junk and Second Hand Dealer  
License for TVI, Inc. d/b/a Savers at 222A East Main Street***

Dear Ms. Thomas:

Enclosed herewith please find the application of TVI, Inc. d/b/a Savers for the renewal of its Junk/Secondhand Dealer's License which expires on May 1, 2018.

Please also be advised that I have previously sent the results of the CORI search to Chief Giorgi.

Finally, I have enclosed herewith a check made payable to the City of Marlborough in the amount of \$25.00 to cover the renewal application fee.

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

Very truly yours,

  
David C. Manoogian

DCM:rej

Enclosures

Copy to: Chief David Giorgi  
TVI, Inc. d/b/a Savers

***Airbill Number 8113 1055 2400***



**City of Marlborough, Massachusetts**  
**CITY CLERK DEPARTMENT**

RECEIVED  
 CITY CLERK'S OFFICE  
 CITY OF MARLBOROUGH

2018 MAR 16 P 2:27

**Lisa M. Thomas**  
**City Clerk**

**MARLBOROUGH, MA**

**DATE:** March 12, 2018

**To the City Council:**

Owner Name: TVI, Inc. dba Savers

Residential Address: 11400 SE 6th Street, Suite 220, Bellevue WA 98004

Telephone Number: 425-462-1515

Business Name: Savers

Business Address: 222A East Main Street, Marlborough

Business Telephone Number: 508-485-5191

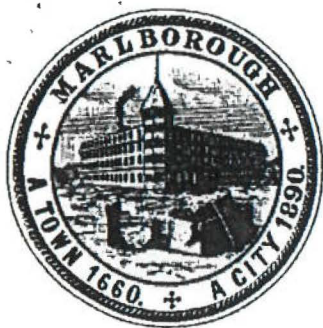
Email Address: jkennedy@savers.com

Owner Signature:

The above-signed TVI, Inc. respectfully requests that he/she be

granted a Junk Dealer/Second Hand Dealer License WITH  
THE CONDITIONS AND WAIVERS SET FORTH ON EXHIBIT A  
ATTACHED HERETO

**In City Council**




**City of Marlborough, Massachusetts  
CITY CLERK DEPARTMENT**


**Lisa M. Thomas  
City Clerk**

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

TVI, Inc.

\*Signature of Individual **OR**  
Corporate Name (Mandatory)

  
By: Corporate Officer  
(Mandatory, if applicable)  
Michael Ensing, CFO

  
\*\*Social Security # (Voluntary) **OR**  
Federal Identification Number

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws Chapter 62C §49A.

## Exhibit A

### Conditions

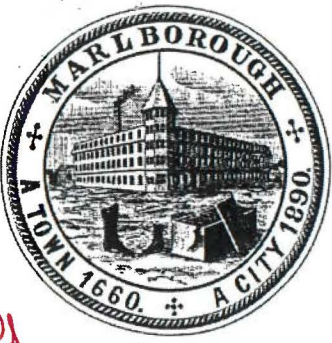
1. The license shall not be transferred without prior review and approval of the City Council.
2. The license hereby granted is issued to TVI, Inc. d/b/a Savers only and is applicable only to the 222A East Main Street location.
3. There will be no exterior storage, display or sales of merchandise, other than a recycle trailer, a cloth delivery trailer with items waiting to be processed, and a local trail from one of Savers' charitable partners delivering merchandise to the store. No more than three such trailers and trucks shall be parked at the loading dock area in the rear of the building at any one time, and no such trailers or trucks shall be parked on any other side of the building at any time.
4. Donations shall take place only during the hours of operation which shall be 9:00 A.M. to 9:30 P.M. Monday through Saturday and 10:00 A.M. to 7:00 P.M. on Sundays, and during the month of October from 9:00 A.M. to 10:00 P.M. Monday through Saturday and 10:00 A.M. to 10:00 P.M. on Sundays.
5. No Savers' donation boxes shall be permitted outside of the building.
6. No scrolling or rotating message signs shall be permitted as part of Savers' signage plans.
7. Glue boards shall be installed at locations within the business premises satisfactory to the Marlborough Board of Health and Savers, and a monthly monitoring program shall be implemented consisting of a log book for said glue boards satisfactory to the Board of Health.
8. This license shall be subject to revocation or suspension for noncompliance of the above conditions or other applicable local ordinances or state laws.
9. The waivers granted as part of this license shall no longer be applicable should Savers' commence paying the general public for merchandise delivered without first obtaining the review and approval of the City Council.

### Waivers

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



**City of Marlborough, Massachusetts**  
**CITY CLERK DEPARTMENT**



RECEIVED  
 CITY CLERK'S OFFICE  
 CITY OF MARLBOROUGH

2018 MAR 26 A 11: 53

**Lisa M. Thomas**  
**City Clerk**

MARLBOROUGH, MA

DATE: 3/22/18

**To the City Council:**

Owner Name: Jean RABELO

Residential Address: 24 CAUSEWAY ST HUDSON MA 01749

Telephone Number: 978-310-7971

Business Name: POST ROAD USED AUTO PARTS OF MARLBOROUGH, INC

Business Address: 785 BOSTON POST ROAD

Business Telephone Number: 508-485-1538

Email Address: pruapjes@aol.com

Owner Signature: Jean EL RABELO

The above-signed Jean RABELO respectfully requests that he/she be  
 granted a Junk Dealer/Second Hand Dealer License.

**In City Council**



**City of Marlborough, Massachusetts**  
**CITY CLERK DEPARTMENT**



**Lisa M. Thomas**  
**City Clerk**


I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

*POST ROAD USED AUTOPARTS OF MARLBOROUGH, INC*

\*Signature of Individual OR  
 Corporate Name (Mandatory)

*Manuel Rabelo*

By: Corporate Officer  
 (Mandatory, if applicable)

  
 \*\*Social Security # (Voluntary) OR  
 Federal Identification Number

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws Chapter 62C §49A.



17-1  
**City of Marlborough, Massachusetts**  
**CITY CLERK DEPARTMENT**

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2018 MAR 28 P 3:51

**Lisa M. Thomas**  
**City Clerk**

MARLBOROUGH, MA

DATE: 3/28/18

**To the City Council:**

Owner Name: GERALD DUMAIS

Residential Address: 6 HIGH STREET MARLBOROUGH MA 01752  
C211

Telephone Number: 508-400-4647

Business Name: DUMAIS & SONS SECOND HAND STORE

Business Address: 65 MECHANIC STREET MARLBOROUGH MA 01752

Business Telephone Number: 508-485-4864

Email Address: dumaisandsons@gmail.com

Owner Signature: [Signature]

The above-signed \_\_\_\_\_ respectfully requests that he/she be

granted a **Junk Dealer/Second Hand Dealer License.**

**In City Council**



**City of Marlborough, Massachusetts**  
**CITY CLERK DEPARTMENT**

**Lisa M. Thomas**  
**City Clerk**

I certify under the penalties of perjury that I, to the best of my knowledge and belief, have filed all State tax returns and paid all State taxes required under law.

*[Handwritten Signature]*

\*Signature of Individual **OR**  
 Corporate Name (Mandatory)

By: Corporate Officer  
 (Mandatory, if applicable)

**[Redacted]**  
 \*\*Social Security # (Voluntary) **OR**  
 Federal Identification Number

\*This license will not be issued unless this certification clause is signed by the applicant.

\*\*Your social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Licensees who fail to correct their non-filing or delinquency will be subject to license suspension or revocation. This request is made under the authority of Mass. General Laws Chapter 62C §49A.



# Central Mass. Mosquito Control Project

[www.cmmcp.org](http://www.cmmcp.org)



TO: CMMCP Member Boards of Health  
FROM: Timothy Deschamps, Executive Director  
RE: 2018 Larval Mosquito Control program  
DATE: March 14, 2018



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2018 MAR 19 A 11:25

## COMMENCEMENT OF LARVAL MOSQUITO CONTROL IN YOUR COMMUNITY

Please be advised that the Central Mass. Mosquito Control Project (CMMCP) will begin the 2018 larval mosquito control program **on or about March 19, 2018**. This program will be a continuation of the practices and procedures that have been used in past years. CMMCP will be conducting larval control applications in low-lying swampy areas where mosquito larvae are present using a granular form of Bti (*Bacillus thuringiensis israelensis*), a naturally occurring soil bacterium that specifically targets mosquito larvae. Additional applications will be made during the summer months if larval surveillance determines that additional control efforts are required. Information on Bti and all products used by CMMCP can be found on our website at [www.cmmcp.org/pesticide.htm](http://www.cmmcp.org/pesticide.htm).

Bti is virtually non-toxic to humans, plants and animals. This product is impregnated on coarsely ground corncob granules, and is applied by hand at an application rate of 5-20 lbs/acre. According to information gathered from the EPA website, (<http://www.epa.gov/pesticides/health/mosquitoes/larvicides4mosquitoes.htm>) *"The microbial pesticides (such as Bti) have undergone extensive testing prior to registration. They are essentially nontoxic to humans, so there are no concerns for human health effects with Bti or B. sphaericus when they are used according to label directions."*

As a reminder, current research shows that the mosquito species most likely to be potential vectors of West Nile Virus (WNV) develop in containers such as tires, rain gutters, bird baths, or any other containers which hold water for more than five days. The public can play a major role in controlling these vectors by eliminating all standing water in containers on their property. CMMCP has distributed educational brochures and bookmarks to area town halls and libraries to educate the public on ways to reduce mosquito emergence from their area. The larval control program in area catch basins targeted at these WNV vectors will begin in mid to late May and will continue throughout the summer. CMMCP also has a tire collection program residents can participate in, please see [www.cmmcp.org/tires.htm](http://www.cmmcp.org/tires.htm) for details.

**Note:** CMMCP will issue additional notices starting in May before residential fogging applications begin. These notices are issued 2 weeks prior to each scheduled month and are available on our website.

##



**CITY OF MARLBOROUGH  
CONSERVATION COMMISSION**

**Minutes**

**March 1, 2018 (Thursday)**

**Marlborough City Hall – 3<sup>rd</sup> Floor, Memorial Hall**

**7:00 PM**

**RECEIVED  
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CITY OF MARLBOROUGH**

**2018 MAR 20 P 3:46**

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

**Absent:** None

**Acceptance of Minutes:** The minutes of February 1, 2018 were reviewed and unanimously approved as written.

**Public Hearings:**

**Request for Determination of Applicability**

Glen St. – City of Marlborough Dept. of Public Works

Thomas DiPersio, City Engineer was present. He explained that the City of Marlborough Dept. of Public Works proposes to reconstruct the roadway and sidewalk, include a bike lane, and make drainage improvements to all of Glen St. from Rte. 20 to the end of the cul-de-sac. All work is proposed within the existing layout of the roadway except that the existing sidewalk and grass strip area will be flipped, so that the sidewalk is against the roadway. There are three areas where the work falls within the buffer zone to adjacent wetlands as shown on the plans. There will be some repairs to the drainage culvert which conveys Millham Brook the 48" pipe will be replaced with two 36" pipes which will have 2' of cover. The new pipes can be installed before abandoning the existing pipe. The retaining wall does not need to be altered as there is a large sump prior to this structure into which several pipes discharge. Pavement will be removed above the headwall and replaced with rip rap to help dissipate flows better. They will also be adding a sidewalk connection to Ames St. which will contain bollards to prevent traffic from passing through. Several existing trees on the west side of Glen St. will need to be removed, these have already been tagged and a public hearing held on the removal of these street trees. The Commission asked that the waterline to Central Steel be identified to be sure that is all set so they don't have to dig up the roadway. The Commission discussed the construction sequencing and erosion controls and confirmed that the contractor would need to provide this to the Conservation Officer before beginning work. The entire project will be milled and repaved with some minor regrading to improve drainage and properly crown the roadway. After some discussion, the Commission closed the hearing and voted unanimously 7-0 to issue a negative determination with conditions for a preconstruction meeting including a sequencing plan erosion control installation and reporting to the Conservation Officer.



### Request for Determination of Applicability

#### Forest St. – City of Marlborough Dept. of Public Works

Thomas DiPersio, City Engineer was present. The City of Marlborough Dept. of Public Works proposes to reconstruct the roadway and add a new sidewalk on Forest St. The section from Bartlett St. to Cedar Hill St. Work is proposed near wetlands. Mr. DiPersio showed the Commission the area near wetlands at the start near Bartlett St. intersection. This project will involve the installation of a sidewalk in some areas as it meanders around the trees. To save some trees in a few locations is not possible. They do need to remove and replace/relocate several catchbasins. The project involves clearing, grubbing of brush and some trees, milling and repaving, adding curbing and new sidewalk and some small areas of regrading. After some discussion regarding trees and construction sequencing, the Commission closed the hearing and then voted unanimously 7-0 to issue a negative determination with conditions including standard conditions for preconstruction meeting, construction sequencing and appropriate erosion controls. All outfalls should be checked, dust and drainage should be controlled during construction.

**Certificates of Compliance:** The following requests for Certificates of Compliance were received, however Ms. Ryder noted that each of them has some information missing which precluded her from recommending that these are ready for Certificates. All these items were continued to the next meeting.

- DEP 212-662 63 Maple St.
- DEP 212-1114 Overlook at Lake Williams
- DEP 212-1116 Overlook at Lake Williams – Beautification of road
- DEP 212-1147 Overlook at Lake Williams – Gas line only
- DEP 212-1164 7 Gikas Ln. – Lot 10
- DEP 212-1163 15 Gikas Ln. – Lot 9

### Discussion:

- Beaver Solution – Letter dated: Feb. 1, 2018 - Maintenance fee - Ms. Ryder noted that the Commission had received a letter with a proposal for ongoing inspection and maintenance of the beaver dam at Cider Knoll for \$285 per year. The Commission agreed that this was a reasonable price and assurance for this work and voted unanimously to approve this expenditure. Ms. Ryder will do so.
- Review of Apex's snow removal operation – requested by Allan White. Joe Trolla had indicated to Ms. Ryder that neither he nor Mr. Walker could attend the meeting this evening or the March 15<sup>th</sup> meeting. Therefore, this item was continued to the April 5<sup>th</sup> agenda. However, the Commission wanted to confirm with the owners of Apex that no snow would be thrown over the fence/walls at the site, until a plan was approved by the Commission on snow disposal areas. They also noted that the sand and salt piles should be covered as well. Ms. Ryder will convey same.


- National Grid – Tree removal along Elm St. – hazard to electric lines. Ms. Ryder noted that she and Commissioner Paquin met with a representative of National Grid who had identified some trees along Elm St. that need to be removed, because they are either dead or sickly and have a potential to impact the overhead line. After walking the site, and reviewing the trees Ms. Ryder agreed that the trees needed to be removed or trimmed and signed the authorization.

**Correspondence/Other Business:**

- Letter to Mayor Vigeant, dated Feb. 12, 2018 RE: 2018 Mass Wildlife Habitat Grant – Desert Natural Area Pitch Pine Scrub Oak Restoration Project - Ms. Ryder noted that this grant was received for \$44,000 to do mowing and girdle tree removal at the Desert Natural area. Work is to begin in a few weeks.
- Reclaim & 2" Mill and Overlay - The DPW provided a list of roadway projects that are expected to be done this year. The list was provided for informational purposes only.
- News article – First came the snow bomb; now comes the salt bomb for U.S. water - Commissioner Demers discussed the issue with salt based on this article and his observations. As a contractor, his big concern is the corrosive properties of salt and the impacts it has on the catchbasins, sewer manholes and other utility manholes in the roadways. The salt eats the mortar between the bricks and can corrode all these structures. Given that Millham Reservoir is off line because of high salt content the Commission decided it would be good to talk to Ted Scott at the Dept. of Public Works (DPW) to discuss the sampling needed as well as the proposed management plan for Millham Reservoir. The Commission has discussed the salt issue in the past with the DPW, however there is a new crew there now. Ms. Ryder was asked to invite Mr. Scott to the next Commission meeting to discuss.
- Letter from Central Mass. Mosquito Control Project, dated Feb. 9, 2018 RE: Perform maintenance on a drainage ditch maintenance project previously worked on. The Commission reviewed this document and placed it on file.
- Open Space and Recreation Plan Committee - The Mayor is requesting a person from the board to volunteer to be on this committee. Karin Paquin volunteered. Ms. Ryder will provide her name.

**Adjournment** - There being no further business, the meeting was adjourned at 8:28 PM

Respectfully submitted,

  
Priscilla Ryder  
Conservation Officer

# **Ad-Hoc Municipal Aggregation Committee**

## **Meeting Minutes – March 22, 2018**

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2018 MAR 26 P 4:49

The Ad-Hoc Municipal Aggregation Committee met on March 22, 2018 from 3:02 PM to 3:44 PM in the Mayor's Conference Room. The following individuals were in attendance:

### **Ad-Hoc Municipal Committee members:**

- DPW Commissioner John Ghiloni
- City Council President Ed Clancy
- Chief Procurement Officer Beverly Sleeper
- Mayor Arthur Vigeant
- City Councilor Michael Ossing (Chairman of the Ad-Hoc Municipal Aggregation Committee)
- Members absent: - None

### **Additional individuals at the meeting:**

- City Councilor Dave Doucette
- City Solicitor Don Rider
- Colonial Power Representative Mark Cappadona
- Colonial Power Representative Denise Allard

### **The following items were discussed:**

- 1. Minutes of the October 18, 2017 Ad-Hoc Municipal Aggregation Committee meeting.**
  - The Committee approved the meeting minutes and will submit to the City Council for information.
- 2. Council Update.**
  - The Committee was informed that the City Council October 30, 2017 agenda included the City Council notification of the six-month fixed price contract with Verde Energy from November 2017 through April 2018 (Agenda item 4) and the Ad-Hoc Municipal Aggregation Committee meeting minutes of April 3, September 20 and October 18, 2017 (Agenda item 18).
- 3. Review bids for the next six months of electricity supply (May 2018 – October 2018 – first meter read will be in May and the final meter read in November):**
  - Colonial Power presented a spreadsheet (Attachment 1) with the four vendors who submitted bids to supply the City with electricity for the six-month period from May 2018 to October 2018.
  - Colonial Power indicated that the National Grid Fixed Basic Service rate for this period will be 0.10870 \$/kWh. The National Grid basic service rate history and forecast are presented in Attachment 2.
  - The Committee reviewed the bids (Attachment 1) and unanimously selected Public Power as the supplier for the May 2018 to October 2018 period with a 5 – 0 vote. Public Power was the lowest bidder with a fixed price electricity supply rate of 0.10159 \$/kWh.
  - Assuming a residential customer uses 1000 kw/month, the Marlboro resident supplied by Public Power would save \$7.11 each month over the National Grid Fixed Basic Service Rate.

- The Committee noted the following:
    - If the resident uses Public Power, the 1000 kw/month would cost \$101.59. Residents paying the current Verde Energy rate (0.10900 \$/kWh) would see a \$7.41 (\$109.00 - \$101.59) decrease in their electricity supplier portion of their electricity bill in May if they use Public Power through the City's Aggregation plan.
  - Bottom line, the rate for the electricity supply portion of the bill is decreasing for the May 2018 - October 2018 period. The residents who participate in the municipal aggregation will save money over the National Grid Fixed Basic Service Rate.
  - The Committee acknowledged that if Marlboro residents want to use only "green" Renewable Energy Certificates (RECs) for their electricity, they could contact Public Power and have an electricity supply rate of 0.10226 \$/kWh. This information will appear on the City website when Colonial Power has the new rates posted in April.
  - The Committee acknowledged that the electricity supply rates will be going up for the winter period (November 2018 to April 2019) due to limited gas supply in the region and various power plants coming off line.
- 4. Update on DPU approval process for the amended City Municipal Aggregation plan submitted in April 2017.**
- Colonial Power indicated the Department of Public Utilities (DPU) approved the amended City Municipal Aggregation plan.
- 5. Other Business.**
- The March 22, 2018 Ad-Hoc Municipal Aggregation Committee meeting minutes will be submitted to the City Clerk to be included in a future City Council agenda.
  - The Chairman will prepare a letter to the City Council informing the Council of the actions of the Ad-Hoc Municipal Aggregation Committee regarding the new rates and vendor for the May 2018 to October 2018 period.
  - The Committee voted 5 – 0 to have a Request for Proposal (RFP) go out to competitively bid the energy consultant and broker role performed by Colonial Power (acts as the consultant that assists in the design, implementation and administration of the Aggregation Plan and supplier options). The Committee will meet in June 2018 to review the evaluation summary of the proposal results of the RFP issued by the Chief Procurement Officer for contract award.
  - The Ad-Hoc Municipal Aggregation Committee plans to meet in September 2018 period to discuss residential electricity supply for the period of November 2018 to April 2019.

**Attachment 1:** Spreadsheet with bid summary from four vendors

**Attachment 2:** National Grid rate history and forecast

CITY OF MARLBOROUGH  
ALL-REQUIREMENTS RETAIL POWER SUPPLY PRICING MATRIX  
COMBINED RATE COMPARISON

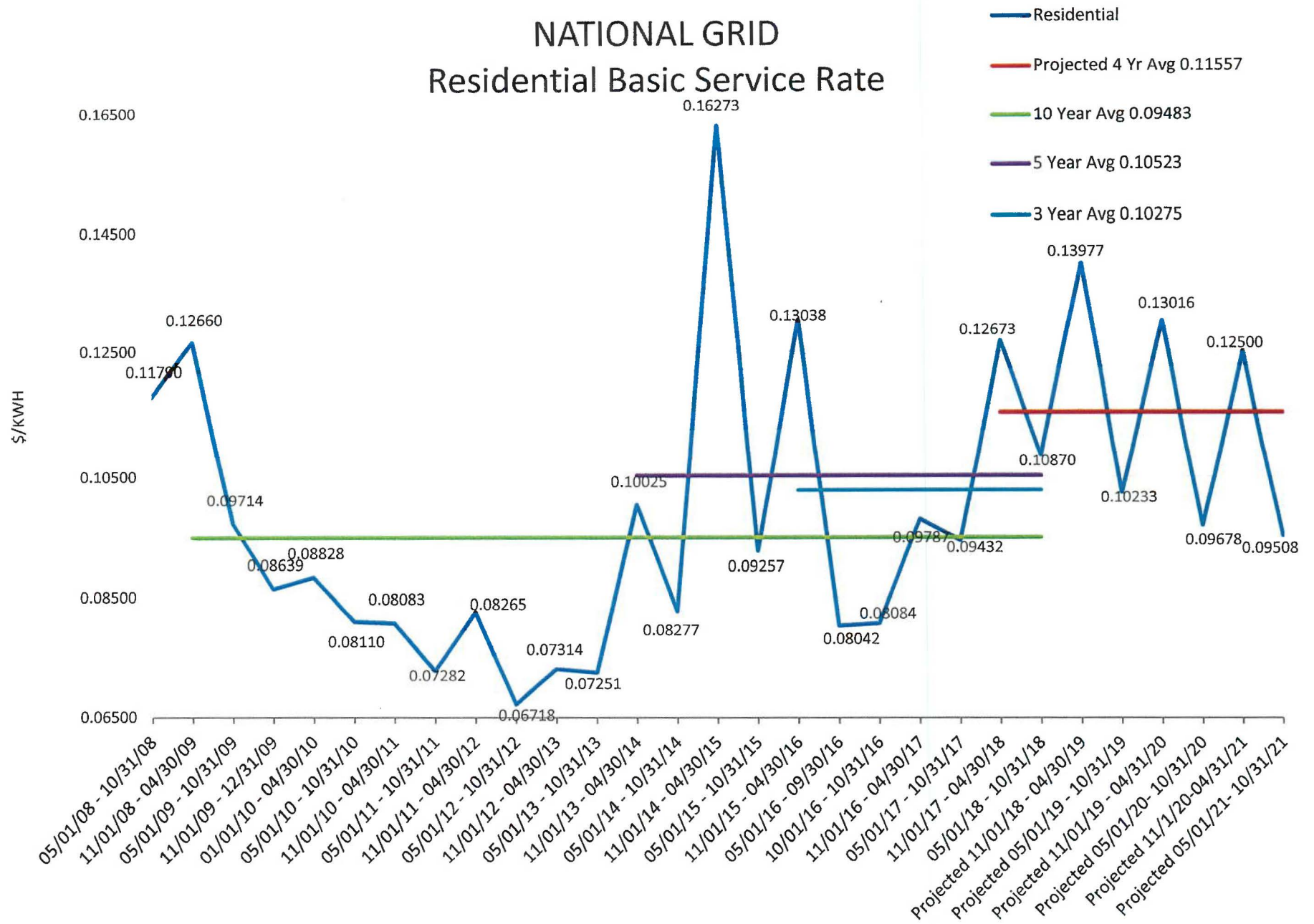
20-3

			FIXED PRICE				BASIC SERVICE
START TERM	END TERM	TERM LENGTH	SUPPLIER #1	SUPPLIER #2	SUPPLIER #3	SUPPLIER #4	5/1/18-10/31/18 NGRID/WCMA
STANDARD RETAIL ELECTRIC SUPPLY RATE							0.10870
5/1/2018	10/31/2018	6	0.10175	0.10610	0.10159	No Bid	
5/1/2018	10/31/2018	6	0.10175	0.10610	0.10129	No Bid	
11/1/2018	4/30/2019	6	0.12735	0.13260	0.12591	No Bid	
5/1/2018	4/30/2019	12	0.11499	0.11940	0.11408	0.10729	
5/1/2018	10/31/2019	18	No Bid	No Bid	No Bid	0.10229	
5/1/2018	4/30/2020	24	No Bid	No Bid	No Bid	0.10649	
5/1/2018	10/31/2020	30	No Bid	No Bid	No Bid	No Bid	
5/1/2018	4/30/2021	36	No Bid	No Bid	No Bid	0.10507	
RETAIL SUPPLY THROUGH PURCHASE OF NATIONAL WIND - 100% Green Product							
5/1/2018	10/31/2018	6	0.10296	0.10660	0.10226	No Bid	
5/1/2018	10/31/2018	6	0.10296	0.10660	0.10197	No Bid	
11/1/2018	4/30/2019	6	0.12780	0.13320	0.12659	No Bid	
5/1/2018	4/30/2019	12	0.11544	0.12000	0.11476	0.10771	
5/1/2018	10/31/2019	18	No Bid	No Bid	No Bid	0.10271	
5/1/2018	4/30/2020	24	No Bid	No Bid	No Bid	0.10689	
5/1/2018	10/31/2020	30	No Bid	No Bid	No Bid	No Bid	
5/1/2018	4/30/2021	36	No Bid	No Bid	No Bid	0.10546	
RETAIL SUPPLY THROUGH PURCHASE OF MAINE HYDROPOWER - 100% Green Product							
5/1/2018	10/31/2018	6	No Bid	0.10830	0.10343	No Bid	
5/1/2018	10/31/2018	6	No Bid	0.10830	0.10329	No Bid	
11/1/2018	4/30/2019	6	No Bid	0.13510	0.12791	No Bid	
5/1/2018	4/30/2019	12	No Bid	0.12180	0.11608	No Bid	
5/1/2018	10/31/2019	18	No Bid	No Bid	No Bid	No Bid	
5/1/2018	4/30/2020	24	No Bid	No Bid	No Bid	No Bid	
5/1/2018	10/31/2020	30	No Bid	No Bid	No Bid	No Bid	
5/1/2018	4/30/2021	36	No Bid	No Bid	No Bid	No Bid	
RETAIL SUPPLY THROUGH PURCHASE OF MA CLASS I RECS - 50% More Than Required							
5/1/2018	10/31/2018	6	No Bid	0.11510	0.11129	No Bid	
5/1/2018	10/31/2018	6	No Bid	0.11510	0.11219	No Bid	
11/1/2018	4/30/2019	6	No Bid	0.14330	0.13681	No Bid	
5/1/2018	4/30/2019	12	No Bid	0.12930	0.12498	No Bid	
5/1/2018	10/31/2019	18	No Bid	No Bid	No Bid	No Bid	
5/1/2018	4/30/2020	24	No Bid	No Bid	No Bid	No Bid	
5/1/2018	10/31/2020	30	No Bid	No Bid	No Bid	No Bid	
5/1/2018	4/30/2021	36	No Bid	No Bid	No Bid	No Bid	



# NATIONAL GRID

## Residential Basic Service Rate



National Grid Basic Service  
Fixed

Effective Dates	Regular Residential (R-1), Residential	Projected 4 Yr Avg	10 Year Avg	5 Year Avg	3 Year Avg	Regular Residential (R-1), Time-of-Use (R-4)
		0.11557	0.09483	0.10523	0.10275	
<i>Projected 05/01/21-10/31/21</i>	0.09508	0.11557				6.000
<i>Projected 11/1/20-04/31/21</i>	0.12500	0.11557				6.000
<i>Projected 05/01/20-10/31/20</i>	0.09678	0.11557				6.000
<i>Projected 11/01/19 - 04/31/20</i>	0.13016	0.11557				6.000
<i>Projected 05/01/19 - 10/31/19</i>	0.10233	0.11557				6.000
<i>Projected 11/01/18 - 04/30/19</i>	0.13977	0.11557				6.000
05/01/18 - 10/31/18	0.10870	0.11557	0.09483	0.10523	0.10275	6.000
11/01/17 - 04/30/18	0.12673	0.11557	0.09483	0.10523	0.10275	6.000
05/01/17 - 10/31/17	0.09432		0.09483	0.10523	0.10275	6.000
11/01/16 - 04/30/17	0.09787		0.09483	0.10523	0.10275	6.000
10/01/16 - 10/31/16	0.08084		0.09483	0.10523	0.10275	1.000
05/01/16 - 09/30/16	0.08042		0.09483	0.10523	0.10275	5.000
11/01/15 - 04/30/16	0.13038		0.09483	0.10523	0.10275	6.000
05/01/15 - 10/31/15	0.09257		0.09483	0.10523		6.000
11/01/14 - 04/30/15	0.16273		0.09483	0.10523		6.000
05/01/14 - 10/31/14	0.08277		0.09483	0.10523		6.000
11/01/13 - 04/30/14	0.10025		0.09483	0.10523		6.000
05/01/13 - 10/31/13	0.07251		0.09483			6.000
11/01/12 - 04/30/13	0.07314		0.09483			6.000
05/01/12 - 10/31/12	0.06718		0.09483			6.000
11/01/11 - 04/30/12	0.08265		0.09483			6.000
05/01/11 - 10/31/11	0.07282		0.09483			6.000
11/01/10 - 04/30/11	0.08083		0.09483			6.000
05/01/10 - 10/31/10	0.08110		0.09483			6.000
						9.257¢/kWh
						16.273¢/kWh
						8.277¢/kWh
						10.025¢/kWh
						7.251¢/kWh
						7.314¢/kWh
						6.718¢/kWh
						8.265¢/kWh
						7.282¢/kWh
						8.083¢/kWh
						8.110¢/kWh



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2018 MAR 28 A 10:36

# Marlborough Public Schools

**School Committee**  
17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

## Call to Order

**February 13, 2018**

1. Chairman Vigeant called the regular meeting of the Marlborough School Committee to order at 7:30 pm at the District Education Center, 17 Washington Street, Marlborough, MA. Members present included Mrs. Bodin-Hettinger, Mrs. Ryan, Mrs. Matthews, Mrs. Hennessy, Mr. Walter and Mr. Geary. Also present were Superintendent Maureen Greulich, Assistant Superintendent of Finance and Operations, Michael Bergeron, Assistant Superintendent of Teaching and Learning, Mary Murphy, MEA Representative Brendan St. George, Student Representative Heidi DiPersio and Administrative Support Christine Martinelli.
2. **Pledge of Allegiance:** Chairman Vigeant led the Pledge of Allegiance.
3. **Presentation:**
  - A. **MMA Poster Contest Winner**  
Jaworek School Principal Ron Sanborn presented Jaworek 3<sup>rd</sup> grader Milena Fernandes her award-for the winning poster to the School Committee. Milena received 3<sup>rd</sup> place from among the state entries in a MA Municipal Association poster contest depicting facets of municipal government. In addition, she received a \$50 check and a certificate. Mayor Vigeant & Supt. Greulich also visited her classroom to officially recognize her accomplishment.
  - B. **Whitcomb School Intervention Plan**  
Principal Brian Daniels presented Whitcomb Schools Intervention Plan, Instructional, Program and Budget Impact with a PowerPoint, after, the School Committee asked clarifying questions. A focus was the low literacy scores and intervening now to move students forward with more success. One intervention was limiting World Language to the proficient readers only and to suspend Mandarin until reading proficiency increases. Mrs. Hennessey requested to see more data and information in this area before any changes were made.
4. **Committee Discussion/Directives:** None
5. **Communications:** None

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# Marlborough Public Schools

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**School Committee**  
 17 Washington Street, Marlborough, MA 01752  
 (508) 460-3509

## 6. Superintendents Report:

On Thursday, February 1<sup>st</sup>, fourteen members of the MPS leadership team took part in the Davis Companies Interviewing Training on how to conduct better interviews and identify attributes of humble, hungry and smart candidates.

Four Early College Opportunity Updates, 1) MPS is participating in a grant opportunity with Lasell College to increase minority students in education. A MPS Senior will be applying for this chance to pay \$19,000 for 4 years instead of the \$52,000 annual cost. 2) MPS is participating in 100 Males to College grant program in conjunction with Mass Bay Community College and Framingham State University. This grant focuses on closing the achievement gap and serving underrepresented and underserved Metro West high school youth with an emphasis on males. 3) The University of Hawaii's Counseling and Early College Program Manager attended Dan Riley's presentation on Early College initiatives at a Washington, DC conference. Hawaii is relatively new to Early College initiatives and their representative was very impressed with MPS' work. On Friday, March 2, Sharon Buckley will share MPS' work with the Jobs for the Future through Pathways to Prosperity project at an Early College Statewide Convention in Hawaii. 4) A memorandum of Agreement with Quinsigamond Community College and MPS has been signed, advancing our partnership to establish early college pathways and credentialing programs for our students. The Memorandum of Agreement between QCC and MPS is included in the handouts that can be found on the MPS website.

Seven MPS students were selected to participate in the All-State music concert, performing with 500 talented student musicians from across the state. They are known as the Symphony Hall Scholars and they will perform at Boston Symphony Hall on Saturday, March 3, 2018

Each School Committee member received a hard copy of the Assabet Valley Collaborative Annual Report. MPS enjoys its membership in this organization, with many of the leadership team attending job-alike monthly meetings.

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# Marlborough Public Schools

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## **School Committee**

17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

### **A. Assistant Superintendent of Teaching and Learning Report**

Changes have been proposed to the first day of school for Kindergarten and preschool students. The proposal is for a delay in the kindergarten and preschool year to adjust the screening dates to the fall. This change will allow the use of all MPS highly qualified staff to complete the screening and identify students that may need additional screening as well as collect information to complete kindergarten classroom placements.

Spring Science and Engineering Showcase is a new event in the Science & Technology/Engineering Department. This new Showcase will feature a broader range of a students work than a traditional science fair. Students from all science and engineering courses will be invited to display projects, posters and/or artifacts that reflect their learning throughout the year. As a result, the traditional Science & Engineering Fair usually held in February will not be held. Instead students who have met science fair deadlines can participate in the Worcester Regional Science & Engineering fair at WPI on March 9<sup>th</sup>.

### **7. Acceptance of Minutes:**

#### **A. Minutes of January 9, 2018 School Committee Meeting**

Motion made by Mrs. Matthews, seconded by Chairman Vigeant, to approve as submitted, the School Committee minutes of January 9, 2018.

Motion passed 7-0-0.

#### **B. Minutes of January 23, 2018 School Committee Meeting**

Motion made by Mrs. Matthews, seconded by Chairman Vigeant, to approve as submitted, the School Committee minutes of January 23, 2018.

Motion passed 7-0-0.

### **8. Action Items/Reports:**

#### **A. Business Professionals of America, State Leadership Conference, March 3-5, 2018**

A motion was made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve the Business Professionals of America, State Leadership Conference held at the Sheraton Tara in Framingham, MA on March 3-5, 2018. Mrs. Matthews recused herself from the vote.

Motion passed 6-0-0.

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# Marlborough Public Schools

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## **School Committee**

17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

### **B. Approval of the Collective Bargaining Agreement between the Behavior Technicians and the Marlborough School Committee**

A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to approve the one year agreement CBA between the Behavior Technicians and the Marlborough School Committee after discussed approved unanimously in an executive session earlier in the evening.

Motion passed 7-0-0.

### **C. FY19 School Calendar DRAFT**

A motion was made by Mrs. Bodin-Hettinger and seconded by Chairman Vigeant to approve, as presented, the FY19 school calendar submitted by the Superintendent. It has also been reviewed by MEA Leadership. An error was noted in January and will be changed to correctly reflect 20 days/95 days.

Motion passed 7-0-0.

### **D. Acceptance of Donations and Gifts**

**Exxon Mobil Educational Alliance Program** donated Whitcomb School \$500.00 for maintenance and support in the areas of Math and Science. A motion was made by Mrs. Matthews and seconded by Chairman Vigeant to accept with gratitude the \$500.00 donation from Exxon Mobile Education Alliance Program.

Motion approved 7-0-0.

### **MA Department of Elementary & Secondary Education FY 18 Title III LEP Grant**

MPS applied for and received funding for the FY 18 Title III LEP 186 Immigration Grant for \$22,110.00. The grant is for professional salaries, consultants and supplies. A motion was made by Mrs. Matthews and seconded by Chairman Vigeant to accept with gratitude the \$22,110.00 grant.

Motion approved 7-0-0.

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

## **10. Members' Forum: None**

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# Marlborough Public Schools

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**School Committee**  
17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

## 11. Adjournment:

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to adjourn at 8:53 pm.

Motion passed 7-0-0

Respectfully submitted,

Heidi Matthews

Secretary, Marlborough School Committee

HM/cm

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2018 MAR 28 A 10:36

# Marlborough Public Schools

## **School Committee**

17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

## **Call to Order**

**February 27, 2018**

1. Chairman Vigeant called the regular meeting of the Marlborough School Committee to order at 7:30 pm at the District Education Center, 17 Washington Street, Marlborough, MA. Members present included Mrs. Bodin-Hettinger, Mrs. Ryan, Mrs. Matthews, Mrs. Hennessy, Mr. Walter and Mr. Geary. Also present were Superintendent Maureen Greulich, Assistant Superintendent of Finance and Operations, Michael Bergeron, Assistant Superintendent of Teaching and Learning, Mary Murphy, Student Representative Heidi DiPersio and Administrative Support Christine Martinelli.

2. **Pledge of Allegiance:** Girl Scout Troop 78138 led the Pledge of Allegiance.

3. **Presentation:** None

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

5. **Communications:** None

6. **Superintendents Report:**

Hudson Superintendent Marco Rodrigues and Superintendent Greulich recently attended a meeting of the Marlborough-Hudson Interfaith Alliance, which is a group of clergy and lay leaders serving congregations in both towns. Superintendents Rodrigues and Greulich brainstormed with the Interfaith Alliance on ways the group can reinforce work that is being done in the schools. Both Superintendents have been included in the groups emails and will look for topics that intersect their work with the students and families of the two communities.

The Department of Elementary and Secondary Education (DESE) conducted a school climate pilot survey, of grades 5, 8 and 10, for student's perceptions of school climate in areas of engagement, safety and environment. Many states are exploring the use of a school climate indicator to measure school performance. Districts and schools are encouraged to use the survey data along with other sources of data, to consider ways to maintain and increase areas of strength and to address any areas of concern. MA School Climate Survey, 2017 – Grades 5, 8 and 10, is included in the handouts can be found on the MPS website.

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# Marlborough Public Schools

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Nordson Corporation has awarded MPS \$10,000, which in conjunction with the National Inventors' Hall of Fame and coupled with funds from a suitable revolving account, will allow 75 to 80 campers to attend and enjoy hands on STEM activities at Camp Invention this summer. The camp is a new addition to our summer repertoire and will be held at Jaworek Elementary School, the week of July 23-27 for 6.5 hours per day. In addition, a Director and 4 teachers from MPS staff will be hired, along with high school interns. A lottery system will be used to offer the program to 3<sup>rd</sup> and 4<sup>th</sup> graders across the District.

### **A. Assistant Superintendent of Finance and Operations Report**

The updated and revised budget schedule is as follows: February 27th, Superintendent's Budget to School Committee for review, March 13<sup>th</sup>, School Committee Workshop from 5–7, at 7:30 SC votes to accept/reject the Superintendent's budget to move it forward for the public hearing, March 27<sup>th</sup>, Public Hearing on the School Committee budget; vote on in regular session, April 2<sup>nd</sup>, budget document sent to the Mayor and City Council.

The FY19 Budget proposal for the School Committee is at each member's place tonight and will be reviewed before the meeting on March 13, 2018. The district is actively working toward a sustainable and predictable budget each year, with the understanding that FY21 will be a tough year due to the bus contract and new school opening at the same time. The only new request is for 2.0 FTE translators, which is being offset by the reduction of 1.0 FTE BCBA.

Food Services accounts, as of January 16, 2018, there is a total negative balance of -\$2,622, and approximately \$300 worth of free lunch account write offs that lowers the balance to approximately \$2,300. The food service department continues to reach out to parents who have a balance and assist families in filing for free/reduced lunch.

### **7. Acceptance of Minutes: None**

### **8. Public Participation: None**

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# Marlborough Public Schools

## **School Committee**

17 Washington Street, Marlborough, MA 01752  
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### **9. Action Items/Reports:**

#### **A. MHS 2018 – 2019 Program Studies**

The annual Program of Studies is a list of courses to be offered for the upcoming school year at Marlborough High School. MHS Principal Charlie Caliri provided a summary of significant changes to the program of studies and he answered questions from the committee members. A motion was made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to approve with amendments and more information later, the changes in MHS 2018 – 2019 Program Studies as presented by Principal Caliri.

Motion passed 7-0-0.

#### **B. Acceptance of Donations and Gifts**

**Exxon Mobil Educational Alliance Energy LLC** donated \$500.00 to MHS to be used in Math and/or Science. A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to accept with gratitude the donation of \$500.00.

Motion passed 7-0-0.

**Ohiopele Prints, Inc.**, donated \$7.74 to MHS to be used to promote school spirit. A motion was made by Mrs. Matthews, seconded by Chairman Vigeant, to accept with gratitude the donation of \$7.74.

Motion passed 7-0-0.

### **10. Reports of School Committee Sub-Committees:**

Mrs. Hennessey reported the School Committee will be planning policy meetings to get back on track on many different policy updates. An agenda will be sent out ahead of time on policies to review.

Mrs. Ryan reported on the February 20<sup>th</sup> School Building Committee meeting with updates on the new school being built. The model school design is \$10 million less than the original design and the estimated cost will be \$56.4 million. This is an all-in cost which includes the construction of the building, road work, upgrade of the field and furnishing the school. It will be ready for the 2020 – 2021 school year, with site work to start this summer.

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# Marlborough Public Schools

## **School Committee**

17 Washington Street, Marlborough, MA 01752  
(508) 460-3509

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

Mrs. Matthews noted that she reviewed the warrant with Mr. Bergeron and Mr. Walter will sign it.

Mrs. Hennessey spoke on several topics tonight; Aladdin Junior will be presented at Whitcomb School this weekend, and tickets are available for shows Friday night, Saturday matinee and Saturday night.

She asked for an update in the budget regarding video cameras in all the buildings. Mr. Bergeron offered to discuss this with her after the meeting.

As a volunteer for USA Field Hockey, Mrs. Hennessey shared her experience completing safe sport test modules geared towards sports, bullying and sexual harassment. It also helps coaches and all staff on what to be aware of and an understanding about how to treat one another and watching out for things.

Mrs. Hennessey attended an MIAA Blue Ribbon Committee meeting earlier today with an initial discussion started before the committee presents to the Board of Directors in May.

### **12. Adjournment:**

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 8:37 pm.  
Motion passed 7-0-0

Respectfully submitted,

Heidi Matthews  
Secretary, Marlborough School Committee

HM/cm

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**CITY OF MARLBOROUGH  
OFFICE OF TRAFFIC COMMISSION  
140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752**

**Traffic Commission Minutes**

The Regular Meeting of the Traffic Commission was held on Wednesday, January 31, 2018 at 10:00 am in Memorial Hall, 3<sup>rd</sup> Floor, City Hall. Members present: Chairman - Police Chief David Giorgi, Fire Chief Kevin Breen and City Clerk Lisa Thomas. Also present: City Engineer Tom DiPersio, Assistant City Engineer Tim Collins, City Councilor Christian Dumais, Paul TonThat – Treasurer, Renaissance Loft Board of Trustees and local resident Dan Verrico. Minutes taken by Karen Lambert, MPD Records Clerk.

**1- Minutes**

The minutes of the Traffic Commission meeting of Tuesday, December 19, 2017.

MOTION was made, seconded, duly VOTED:  
TO APPROVE – Accept and Place on File.

**2 – New Business**

**2a) Request for Parking Changes on Lincoln St. and Winthrop St.**

Paul TonThat and another individual from the Renaissance Lofts (406 Lincoln Street) were in attendance for this issue. They were requesting two parking changes in the area.

- 1) That parking on Lincoln Street in front of their building be limited to 2 hours. The Coffee Loft will be reopening soon and this would help with short term parking needs.
- 2) That parking within 20 feet of their loading area on Winthrop Street not be allowed on Tuesdays as they need the open sidewalk for their recycling pick up.

Tim Collins passed out a GIS diagram of the area with the truck exclusion on Lincoln Street and all “No Parking” and “No Parking – Certain Hours” areas on Lincoln St. and

Winthrop St. indicated. The open sections on the diagram are available for limited parking. He noted that the area marked in yellow on Winthrop Street is currently regulated as "No Parking 7am to 6pm", however, the actual sign there says something different. The opposite side of the street has a post but no sign. He advised that the proper signage would be installed.

Mr. TonThat asked how the restricted parking would be enforced. Chief Giorgi advised that the Police Department is responsible for enforcement. If they have any issues or problems they were asked to contact the Police Department.

Mr. Collins will forward the proper wording for the time limit parking on Lincoln Street to Chief Giorgi so that he can prepare the regulation for the next meeting. The proper regulation is already in place for the restricted parking on Winthrop Street. The signs just need to be replaced. He advised that the proper signage on Winthrop Street would go back up this week.

MOTION was made, seconded, duly VOTED to refer to ENGINEERING to 1) prepare the specific wording for the parking restriction on Lincoln Street and 2) to reinstall the missing signs on Winthrop Street.

#### **2b) Request for Crosswalk on Stevens St. (vicinity of Upland Rd.)**

Councilor Clancy received this request from a constituent and asked that it be placed on the agenda. Tim Collins passed out a GIS diagram of the Stevens Street area with all crosswalks indicated, including the proposed crosswalk. Sidewalks are marked in green. He noted that the northern side has multiple crosswalks from the Middle School to Hosmer Street while there are none on the opposite side. There is currently no crosswalk at the end near Upland Road. He advised that it does make sense to have a crosswalk at this location.

In reviewing the crosswalk locations in the area, he noted that many of them had never been properly regulated. As such, he put together a crosswalk schedule for Stevens Street so that all sidewalks could be properly added to the regulations. Chief Giorgi will prepare the regulation for a vote at the next meeting.

Tom DiPersio asked about sight distance for the new crosswalk location. Mr. Collins advised that sight distance was good.

MOTION was made, seconded, duly VOTED to REFER to Chief Giorgi to prepare the crosswalk regulation for a vote at the next meeting.

#### **2c) Review regulations still needed on Mill Street.**

Tim Collins asked to put this item back on the agenda. The no parking regulations were previously put into place and voted on, however, he realized that they were never properly added to the Rules and Regulations Manual. He passed out a GIS diagram with the no parking areas noted in red and included the proper wording for the regulation in the agenda packet.

Chief Giorgi prepared the regulation based on the wording in the agenda packet. The regulation was previously voted on and approved and can now be sent to General Code. The Police Department will be responsible for enforcement of the no parking areas.

MOTION was made, seconded, duly VOTED to REFER to the Police Department (Karen Lambert) to forward the regulation to General Code and to Chief Giorgi for enforcement.

**2d) Flashing beacon at the crosswalk on Granger at Liberty St. vs. signalized pedestrian crossing.**

Tim Collins asked to add this item to the Agenda. He passed out a GIS aerial photo of the area, an information packet on Pedestrian Hybrid Beacons and examples of signage. All crosswalks are indicated in yellow on the photo. Two years ago, a rapid flashing beacon that is push button activated was installed. The issue is that at the top of the hill, traffic is not obeying the crossing.

A Pedestrian Hybrid Beacon is another option. Mr. Collins specifically highlighted on the handout, "A Pedestrian hybrid beacon may be considered for installation to facilitate pedestrian crossings at a location that does not meet traffic signal warrants ....., or at a location the meets traffic signal warrants ... but a decision is made to not install a traffic control signal."

He explained that the hybrid beacon remains dark until activated. When the beacon is activated (by push button), traffic will stop and the lights prior will change as well so they line up. There is not vote needed as the MUTCD allows for better protections to be used.

Fire Chief Breen asked about the left out of Newton Street, would that traffic movement change as well? Mr. Collins said no it would not as there is not enough traffic coming out of Newton to make a change here. There would also be advance warning signs 50 to 60 feet before the approach. He showed an example of the sign which would read "Crosswalk – Stop on Red".

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to make the necessary changes. No vote needed.

**2e) Speeding concerns at Wilson Street & Hemenway Street.**

Dan Verrico, local resident of Wilson Street, asked to add this item back onto the Agenda. He was in attendance at the meeting. He is aware that this issue was previously discussed, however, he has not seen anything done. He said that he has lived here for 26 years and the speeding problem continues to get worse and worse. There is a stop sign at the corner, however, he said that "70% of traffic does not stop or slow for the sign". When he is sitting on his deck he counts the number of cars that go right through the stop sign. He said that he has seen cars "come around on two wheels" and that he can't even get his mail without almost getting hit. He has to reach around from his yard to the mailbox rather than stand in the street. He also mentioned a disabled neighbor and other elderly neighbors and how dangerous the area has become. He thinks that if there were a stop sign at the corner of Hemenway and Wilson, people would still tend to ignore it but

it would help. We can't mitigate traffic volume, but hopefully there is a way to mitigate speed.

Tim Collins passed out a diagram of the area which included the proposed island at this intersection and all measurements. A diagram was previously placed on the roadway, however, it has since washed away. There were many different versions of an island discussed, however, there were issues for fire trucks making the turn. A smaller island with a rumble strip and pavement markings was proposed and was the plan. It wasn't clear if this would be a "mini project" or part of the redesign of Wilson Street project.

Tom DiPersio said that the plan was to make the maneuver more of a left turn in order to calm traffic. It is definitely a high priority project.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING for design review and implementation.

**2f) Request to review left turn out of Val's Plaza & the Brasileirinho Bakery & Restaurant.**

Alexis Chin, a local resident, made this request. She has witnessed accidents here and has been a part of some near accidents as "other drivers are trying to take a left across two lanes and a double yellow line and quickly sneak between oncoming cars". She said that a mandatory right hand only turn at this location would be a slight inconvenience, however, the other option can be extremely dangerous.

Tim Collins advised that there is a signalized intersection nearby and that there is timing allowed for vehicles to turn out of the plaza. This area is under the control of MA Highway not the City of Marlborough. This area is going to be reconstructed at some point, however, turn movements will remain the same. The traffic does get tough around 6:00 pm and can back up to Target. If the traffic is especially bad, it seems to make the most sense to take the right and then turn around.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE on FILE. Chief Giorgi will respond back to Ms. Chin.

**3-Old Business**

**3a) Request for stop signs on Weed St. at Florence St.**

This issue is still pending and needs to stay on the agenda.

MOTION was made, seconded, duly VOTED to TABLE.

**3b) Traffic Regulations at the 1<sup>st</sup> LT Charles W. Whitman School.**

This issue is still pending and needs to stay on the agenda.

MOTION was made, seconded, duly VOTED to TABLE.



**3c) Elm Street Reconstruction Project (Pleasant to Mechanic) – 2 issues for discussion.**

**Update:**

- 1) **Right on Red** – Tim Collins advised that the signalized intersection was updated and the timing sequence was changed. Revised traffic signal plan is included in the agenda packet and needs to be approved by the Traffic Commission and put into the signal master signal book in Engineering. It now includes an exclusive phase on the light for pedestrian crossing. It is all set to push the button and cross safely.

MOTION was made, seconded, duly VOTED to AMEND the signal permit at Elm Street and Pleasant Street, as per the attached amended signal permit plan. ALL IN FAVOR.

- 2) **Crosswalks** - Tim Collins found that there are 9 crosswalks in this area that were either replaced or installed during the reconstruction project. All need to be included on the crosswalk schedule in the Rules and Regulations Manual. He provided the wording for the regulation.

Chief Giorgi prepared the amended regulation to add all 9 crosswalks to the Rules and Regulations Manual, Article VIII, Section 60.1: "Crosswalk Locations".

MOTION was made, seconded, duly VOTED to APPROVE the amended regulation to add the crosswalks on this section of Elm Street. Chief Giorgi will email the regulation to Lisa Thomas for advertisement.

**3h) Warning sign permit for Oakcrest Ave.**

**Update:** Chief Giorgi spoke to the family who requested the warning sign and discussed the wording. It was determined that the sign should read "Handicapped Child Area" rather than "Slow Children at Play" as initially submitted. This language would be more effective and provide better protection for her children. The approved text has been added to the application along with the Chief's signature and will be forwarded to Engineering for filing and installation of the proper signage.

**3i) Parking Issues on Water Terrace.**

Chief Giorgi prepared the amended regulation to add Water Terrace to Chapter 586.63 Schedule IX: "No Stopping, Standing or Parking Anytime" and presented it for a vote.

MOTION was made, seconded, duly VOTED to APPROVE the amended regulation for Water Terrace. ALL IN FAVOR.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 10:45 am.

Respectfully submitted,

Karen L. Lambert  
Records Clerk  
Marlborough Police Department

**List of documents and other exhibits used at the meeting:**

- City of Marlborough Meeting Posting for Traffic Commission Meeting on January 31, 2018, including meeting agenda.
- Draft of Traffic Commission Minutes from Tuesday, December 19, 2017.
- Email from N. Paul TonThat, Treasurer, Renansance Loft Board of Trustees, to Chief Giorgi, dated 12/22/19, re: Requests for Parking Changes on Lincoln and Winthrop Street, including diagram.
- Email from Councilor Clancy to Chief Giorgi, dated 12/15/17, re: Crosswalk Stevens Street.
- Email from Tim Collins to Chief Giorgi, dated 1/23/18, re: Traffic Commission Agenda.
- Proposed wording to amend Schedule IX: No Stopping, Standing or Parking Anytime on Mill Street – Central.
- Email from Daniel Verrico to Chief Giorgi, dated 1/12/18, re: Traffic Commission Meeting (i.e. Issues at Wilson & Hemenway Sts.
- Letter from Alexis Chin to Chief Giorgi, dated 1/12/18, re: Review of left-hand turns exiting Val's Plaza and the Brazileirinho Bakery onto Rte. 20.
- Traffic Signal Plans for Elm Street Improvements.
- Crosswalk Schedule for Elm Street.
- Email from Chief Giorgi to Tim Collins, dated 12/19/17, re: Oakcrest Ave. sign request.
- Proposed regulation to amend Traffic Commission Rules and Regulations Section 53, Schedule IX: "No Stopping Standing or Parking Anytime" on Water Terrace.

**Additional Handouts:**

- GIS Diagram of area of Lincoln Street and Winthrop Street, with Truck Exclusion, No Parking & No Parking Certain Hours indicated, including specific wording for regulations.
- GIS Diagram of Stevens Street area with crosswalks indicated, including proposed crosswalk and specific wording for the crosswalk schedule.
- GID Diagram of Mill Street – Central with No Parking areas indicated.
- Proposed regulation to amend Traffic Commission Rules and Regulations Section 53, Schedule IX: "No Stopping Standing or Parking" on Mill Street-Central.
- Completed Warning Sign Permit for Oakcrest Ave.
- GIS Diagram of Granger Blvd. with Crosswalk at Liberty Street indicated along with information on Pedestrian Hybrid Beacons and examples of appropriate signage.
- Diagram of intersection of Wilson Street and Hemenway Street with proposed island and measurements included.
- Proposed regulation to amend Traffic Commission Rules and Regulations Article VIII, Section 60.1: "Crosswalk Locations" on Elm Street.

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**CITY OF MARLBOROUGH  
OFFICE OF TRAFFIC COMMISSION  
140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752**

**Traffic Commission Minutes**

The Regular Meeting of the Traffic Commission was held on Wednesday, February 28, 2018 at 10:00 am in Memorial Hall, 3<sup>rd</sup> Floor, City Hall. Members present: Chairman - Police Chief David Giorgi, DPW Commissioner John Ghiloni and City Clerk Lisa Thomas. Also present: City Engineer Tom DiPersio, City Councilor Christian Dumais, City Councilor Ed Clancy, Helen Donis-Keller - Board of Trustee Member from 306 Lincoln Street Condominiums and Sgt. Dan Campbell – MPD Traffic Services Unit. Minutes taken by Karen Lambert, MPD Records Clerk.

Chief Giorgi began the meeting by introducing Sgt. Dan Campbell, head of the newly formed Traffic Services Unit of the Marlborough Police Department.

**1- Minutes**

The minutes of the Traffic Commission meeting of Wednesday, January 31, 2017.

Commissioner Ghiloni was not in attendance at the last meeting – no quorum present to take a vote.

MOTION was made, seconded, duly VOTED:  
TO TABLE for next meeting.

**2 – New Business**

**2a) Request to investigate traffic design at intersection of Cook Lane & Hildreth Street.**

A local resident has asked the Traffic Commission to review the design of this intersection. She sent Chief Giorgi an email with a diagram and photos attached. She explained that this is a three-way intersection that has only two stop signs, one at the end of Hildreth and one at the end of Cook Lane near Breath Wellness. The other section of Cook Lane has no stop sign and “is free-flowing”. She is asking that the Traffic

Commission consider adding a third stop sign on the other side of Cook. She said that cars coming up Cook Lane (often quite fast) think that it is a three way stop when they see cars stopped at the other stop signs. She said that this is very confusing and is “an accident waiting to happen”.

Tom DiPersio advised that Tim Collins reviewed this issue and prepared a memo in response (copy attached) as he was unable to attend today’s meeting. His memo explains that a third stop condition at this intersection would create an “all way stop” condition. An all way stop condition at this location does not meet the warrants as per the Manual on Uniform Traffic Control Devices (MUTCD). An additional stop sign would only be warranted “if the traffic on the major approach to the intersection maintained a vehicle count of 300 vehicles per hour for an 8-hour period while the minor approach(es) has (have) a 200 vehicle per hour count for the same 8-hour period and during the peak vehicle-count the minor approach vehicles have an average delay of 30 seconds per vehicle.”

Mr. Collins did, however, suggest additional signage that the MUTCD does allow in conjunction with “stop signs where cross traffic does not stop”.

His suggestion is to add the following to the existing stop signs at this location:

- 1) On Cook Lane (northbound approach) – ONCOMING TRAFFIC DOES NOT STOP)
- 2) On Hildreth Street – TRAFFIC FROM LEFT DOES NOT STOP

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING for placement of Advance Warning Signs, as outlined in Mr. Collins’ memo of 2/23/28. ALL IN FAVOR.

*Chief Giorgi made a motion to suspend the rules and take the agenda items out of order as Helen Donis-Keller was in attendance for Old Business Items 3c. All in Favor.*

### **3-Old Business**

#### **3c) Request for Parking Changes on Lincoln St. and Winthrop St.**

Ms. Donis-Keller was in attendance for an update on this issue. It has been a month since the last meeting and the missing signs on Winthrop Street have not been replaced yet. Commissioner Ghiloni advised that the missing signs will be up by the end of the week (though snow could cause a delay).

The second part of this issue was the new parking restriction on Lincoln Street. Chief Giorgi had prepared the revised regulation under Chapter 586-56, Schedule XII: “Time Limit Parking” for a vote.

MOTION was made, seconded, duly VOTED to APPROVE the Regulation restricting parking to two hours on the specific area of Lincoln Street. ALL IN FAVOR. Lisa Thomas will advertise the regulation.

Ms. Donis-Keller also asked if the city would be repainting the crosswalk at their location. Commissioner Ghiloni advised that it will be repainted, however, he is not sure where it falls on the contract schedule.

***Councilor Clancy brought up another issue involving crosswalks.***

Councilor Clancy asked about crosswalk enforcement. He mentioned a recent incident involving the crosswalk at City Hall, where a man with a cane complained that a delivery truck almost hit him. Sgt. Campbell addressed this issue. He said that the Mayor also expressed an interest in enforcement issues on Main Street. U-turns on Main Street have also been a concern. The Traffic Enforcement Unit is in the process of getting an unmarked car which will be helpful. Sgt. Campbell's unit is us just getting up and running but they know that these are issues that need to be addressed.

**Return to 2 - New Business**

**2b) Discussion of Ch. 586, Section 33: "Municipal Off-street Parking Areas" relative to parking decks on Weed Street.**

Chief Giorgi added this item to the agenda. There are currently two groups of people living out of their cars in the parking garage, however, there is nothing in the City Code that addresses this issue. He suggested that maybe this issue could be addressed under this particular Chapter and Section of the City Code. He passed out the wording for this section in the manual for the group to review.

Lisa Thomas said that it may be better to table this issue for the next meeting when the Fire Chief is also in attendance. That would give everyone a chance to review the language and make any suggestions.

MOTION was made, seconded, duly VOTED to TABLE for the next meeting.

**3-Old Business**

**3a) Request for stop signs on Weed St. at Florence St.**

**UPDATE:** Commission Ghiloni advised that Part 1 is in the works. He intends to have a plan to the CDA by the end of March that will address the area from Court Street to Murphy Insurance. Part 2 will be to address the area from the Masonic Building to Newton Street.

MOTION was made, seconded, duly VOTED to TABLE.

**3b) Traffic Regulations at the 1<sup>st</sup> LT Charles W. Whitman School.**

**UPDATE:** This issue has also been resolved but Tim Collins is not in attendance to give the update. He will go over the diagram and regulations at the next meeting.



MOTION was made, seconded, duly VOTED to TABLE.

**3c) Request for Crosswalk on Stevens St. (vicinity of Upland Rd.)**

Chief Giorgi prepared the regulation to add the crosswalks on Stevens St., Old Charter Road and Upland Road to the schedule of "Crosswalk Locations" in the Rules and Regulations of the Traffic Commissions and presented it for a vote.

MOTION was made, seconded, duly VOTED to APPROVE. ALL IN FAVOR. Chief Giorgi will forward an electronic copy to Lisa Thomas for advertisement.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 10:25 am.

Respectfully submitted,

Karen L. Lambert  
Records Clerk  
Marlborough Police Department

**List of documents and other exhibits used at the meeting:**

-City of Marlborough Meeting Posting for Traffic Commission Meeting on February 28, 2018, including meeting agenda.

-Draft of Traffic Commission Minutes from Wednesday, January 31, 2018.

-Email from Julie Crawford to the City Council and the Police Department, dated 2/14/18, re: Intersection Cook & Hildreth, Marlborough, MA (Including diagram and photos.

-Email from Chief Giorgi to Karen Lambert requesting that discussion of C. 586 S.33 Municipal off-street parking areas, specifically with regard to the two parking decks on Weed Street, be added to meeting agenda.

-Revised regulation to add specific area of Lincoln St. to Schedule XII: "Time Limit Parking" in the Rules and Regulations of the Traffic Commission.

-Revised regulation to add the crosswalk locations on Stevens St., Old Charter Rd. and Upland Rd. to the crosswalk schedule in the Rules and Regulations of the Traffic Commission.

**Additional Handouts:**

- Copy of Chapter 586-33 "Municipal Off -Street Parking Areas, from the Rules and Regulations Manual.
- Copy of memo from Tim Collins to City Engineer Tomas DiPersio, dated 2/23/18, re: Intersection of Cook Lane and Hildreth Street.

## CITY OF MARLBOROUGH BOARD OF ASSESSORS

MEETING MINUTES: November 29, 2017

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2018 MAR 28 P 3:36

1. CALL TO ORDER: 9:50 am
2. MEMBERS PRESENT: Anthony Arruda, Ellen Silverstein, David Manzello  
Also in attendance: Comptroller Brian Doheny, Councilor Michael Ossing  
Head Clerk Paula Murphy
3. MOTION TO ACCEPT: minutes of the September 27, 2017 meeting: Mr. Arruda, second  
Ms. Silverstein  
Vote: 3-0
4. APPROVE AND SIGN: Release of Overlay 2013, 2014  
Motion to Approve: Mr. Arruda, second Ms. Silverstein  
Vote 3-0
5. APPROVE AND SIGN: LA15 Interim Year Adjustment Report, Omitted and Revised Assessment  
Report, LA13A Revised and Omitted Parcels not Previously Assessed, Assessment Classification  
Report, LA13 Tax Base Levy Growth, Tax Rate Recapitulation  
Motion to Approve: Mr. Arruda, second Ms. Silverstein  
Vote 3-0
6. MOTION TO CONCLUDE – Mr. Arruda, second Ms. Silverstien  
MEETING Adjourned – 10:15

*Anthony Arruda, chairman*

*David Manzello*

*Ellen Silverstein*

3/28/18