

REGULAR MEETING
DECEMBER 16, 2019
TIME: 8:00 PM

IN CITY COUNCIL
ABSENT
LOCATION: CITY HALL, 140 MAIN STREET, 2ND FLOOR

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2019 DEC 12 P 12:50

1. Minutes, City Council Meeting, December 2, 2019.
2. Communication from the Mayor, re: Grant Acceptance in the amount of \$200,000.00 from the Commonwealth of Massachusetts awarded to the City of Marlborough, in the form of a budget earmark to fund a city shuttle service for one year.
3. Communication from the Mayor, re: Grant Acceptance in the amount of \$80,436.00 from the Executive Office of Elder Services awarded to the Council on Aging which will be used in enhancing the lives of Marlborough's seniors through programming, assistance and support services.
4. Communication from the Mayor, re: Grant Acceptance in the amount of \$8,900.00 from the Massachusetts Emergency Management Agency's Performance Grant Program which will be used to purchase cots, bedding and a storage trailer for the set-up of an emergency shelter.
5. Communication from the Mayor, re: Gift Acceptance in the amount of \$500.00 from Mr. Libby Ginnetti as a charitable donation to the Council on Aging.
6. Communication from the Mayor, re: Proposed Order to authorize the Mayor to enter into agreements for the installation of four solar photovoltaic projects on the roof-tops of Marlborough Schools.
7. Communication from the Mayor, re: Right of First Refusal – Land off Boston Post Road East, from Heritage Farm, LLC (**Document available for viewing in the Clerk's Office**).
8. Communication from City Solicitor, Jason Grossfield, re: Proposed Zoning Amendment to Chapter 650 relative to the creation of the Wayside Zoning District, in proper legal form, Order No. 19-1007716C.
9. Communication from Assistant City Solicitor, Jason Piques, re: Application for Special Permit from Attorney Brian Falk, on behalf of Marlborough Hospital & UMASS Memorial Realty, Inc., to add a new Women's Imaging Center, and seeking a finding to alter a preexisting nonconforming use and alter the preexisting nonconforming lot coverage from 48.2% to 49.2% at 157 & 209 Union Street, in proper legal form, Order No. 19-1007824B.
10. Communication from Assistant City Solicitor, Jason Piques, re: Application for Special Permit from Attorney Brian Falk, on behalf of 119 Ash Street, LLC (David Skarin), to convert a preexisting, nonconforming contractor's yard to an 11-unit residential townhouse project, and convert an existing single family home to a two-family dwelling, to be known as Trailside Terrace at 19 Ash Street, in proper legal form, Order No. 19-1007809B.

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

11. Communication from Assistant City Solicitor, Jason Piques, re: Application for LED Sign Special Permit from Poyant Signs on behalf of McDonalds, 155 Boston Post Road West, in proper legal form, Order No. 19-1007808A.
12. Petition from Massachusetts Electric, to install a new pole and anchor #30-84 on Bigelow Street which will enable National Grid to remove the pole to tree guy wire.
13. Communication from Central MA Mosquito Control Project, re: Notice of 2020 Commission meeting dates.
14. Communication from NSTAR Gas Company d/b/a Eversource Energy re: Notice pursuant to MGL Chapter 164 §94 and 220 CMR 5.00 for Approval of General Increases in Base Distribution Rates for Gas Service.
15. Communication from New England Power Company and/or Massachusetts Electric company d/b/a National Grid, re: Notice pursuant to 333 CMR 11.06, 45-day Public Notice of 2020 Yearly Operational Plan.
16. Communication from Attorney Brian Falk on behalf of Vedi Naturals LLC, re: Application for Special Permit for an Adult Use Marijuana Retail Establishment, 505 Boston Post Road West (Twin Boro Crossing).
17. Minutes, School Committee, October 15, 2019, October 29, 2019 & November 12, 2019.
18. Minutes, Conservation Commission, September 5, 2019, October 3, 2019, October 17, 2019, November 7, 2019 & November 21, 2019.
19. Minutes, Council on Aging Board, November 12, 2019.
20. Minutes, Historical Commission, October 17, 2019.
21. Minutes, Planning Board, October 21, 2019 & November 18, 2019.
22. Minutes, Traffic Commission, October 30, 2019.
23. Minutes, Zoning Board of Appeals, November 26, 2019.
24. CLAIMS:
 - a) Geren Kaplan, 17 Nancy Road, Milford, pothole or other road defect.
 - b) Matt Kelley, 126 Crosby Road, residential mailbox claim (2a).

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From Urban Affairs Committee

25. **Order No. 19-1007824B: Application for Special Permit from Attorney Brian Falk, on behalf of Marlborough Hospital & UMASS Memorial Realty, Inc., to add a new Women's Imaging Center, and seeking a finding to alter a preexisting nonconforming use and alter the preexisting nonconforming lot coverage from 48.2% to 49.2% at 157 & 209 Union Street.**

The Urban Affairs Committee meet with attorney Brian Falk, Neal Emmer of LWDA Architects, and Randy Miron of Bohler Engineering for a review of the application for a special permit on behalf of Marlborough Hospital & UMASS Memorial Realty, Inc. They discussed the location of the proposed sidewalk to the site as there is currently none. Condition 7, Pedestrian Access, discusses that sidewalk and the committee would like the language changed so it is clear that the sidewalk must be approved by the Site Plan Review Committee and City Engineer.

Recommendation of the Urban Affairs Committee is to approve as amended (Motion made by Councilor Juare, seconded by the Chair, to approve as amended. The motion carried 5-0).

26. **Order No. 19-1007809B: Application for Special Permit from Attorney Brian Falk, on behalf of 119 Ash Street, LLC (David Skarin) to convert a preexisting, nonconforming contractor's yard to an 11-unit residential townhouse project and convert an existing single-family home to a two-family dwelling, to be known as Trailside Terrace at 19 Ash Street.**

The Urban Affairs Committee met with attorney Brain Falk, David Skarin, engineer Bruce Saluk, and architect Larry Reeves for a review of the application for a special permit of behalf of 119 Ash Street, LLC. Chairman Delano confirmed all units at the site were to be two-bedroom units. They discussed the view easement previously purchased by the City of Marlborough to allow for sight distance up Ash Street and it was confirmed that easement would be honored with the new construction. They reviewed the special permit decision conditions, conditions one through four are standard as is condition six, lighting. Condition seven, Screening for Abutters, was in response to a comment at the public hearing by a neighbor who requested additional screening for that portion of the property. Condition eight, Pedestrian Access to the Rail Trail was discussed earlier in the meeting. The following are additional conditions discussed that evening: the City's view easement and a landscaping plan will be designed to not interfere with it; a condition will be included on their obligation to maintain the landscaping alongside their portion of the rail trail with flowers, details to be worked out with the Site Plan Review Committee; and take into consideration any review of the traffic impact by the Site Plan Review Committee along Ash Street. The applicant also agreed to maintain the nearby crosswalk on Ash Street with a green visibility paint.

Recommendation of the Urban Affairs Committee is to approve as amended (Motion made by Councilor Juare, seconded by Chair, to approve as amended. The motion carried 5-0).



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2019 DEC -5 P 2:50

CITY OF MARLBOROUGH
OFFICE OF CITY CLERK
Steven W. Kerrigan
140 Main St.
Marlborough, MA 01752
(508) 460-3775 FAX (508) 460-3723

DECEMBER 2, 2019

Regular meeting of the City Council held on Monday, December 2, 2019 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Juaira, Oram, Ossing, Robey, Delano, Doucette, Dumais, Tunnera, Irish and Landers. Meeting adjourned at 9:31 PM.

ORDERED: That the Minutes of the City Council meeting, NOVEMBER 18, 2019, FILE; adopted.

ORDERED: That the JOINT TAX CLASSIFICATION PUBLIC HEARING with Board of Assessors to determine the percentage of the local tax levy to be borne by each class of property for Fiscal Year 2020, Order No. 19-1007857, all were heard who wish to be heard, hearing closed at 8:46 PM; adopted.

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

Assessor's Present: Arruda, Silverstein.

Assessor's Absent: Manzello.

ORDERED: That the Transfer of \$53,850.00 (fifty-three thousand, eight hundred fifty dollars) from Sale of Graves to Reduce the FY 2020 Tax Levy, **APPROVED**; adopted.

CITY OF MARLBOROUGH
BUDGET TRANSFERS -

DEPT:		Mayor's Office				FISCAL YEAR:		2020	
FROM ACCOUNT:						TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$53,850.00</u>	<u>\$53,850.00</u>	<u>27000</u>	<u>33020</u>	<u>Sale of Graves</u>	<u>\$53,850.00</u>	<u>To reduce FY20 Tax Levy</u>			<u>\$0.00</u>
Reason:		<u>Sale of Graves revenue from FY19 to reduce FY20 tax levy</u>							
	<u>\$53,850.00</u>	Total			<u>\$53,850.00</u>	Total			

ORDERED: That the Transfer of \$1,041,046.13 (one million, forty-one thousand, forty-six dollars & thirteen cents) from Overlay Reserve to reduce the FY 2020 Tax Levy, **APPROVED**; adopted.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		Mayor's Office			FISCAL YEAR:		2020		
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$1,041,046.13</u>	<u>\$1,041,046.13</u>	<u>710000</u>	<u>32200</u>	<u>Overlay Reserve</u>	<u>\$1,041,046.13</u>	<u>To reduce FY20 Tax Levy</u>			<u>\$0.00</u>
Reason:		<u>Excess overlay from FY16 to reduce FY20 tax levy</u>							
	\$1,041,046.13	Total			\$1,041,046.13	Total			

ORDERED: The Marlborough City Council votes in accordance with MGL, Chapter 40, §56, as amended, the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2020 tax rates and set the Residential Factor at 0.8039 with a corresponding CIP shift of 1.43 pending approval of the City's annual tax recap by the Massachusetts Department of Revenue, **APPROVED**; adopted.

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Gift Acceptance in the amount of \$200.00 from the Marlborough Junior Woman's Club for the Police Department to be used to offset the costs of running their R.A.D. (Rape Aggression Defense) program; adopted.

ORDERED: That pursuant to Section 14 of Chapter 40 of the General Laws, the Marlborough City Council hereby authorizes the Mayor to enter into a lease for a term of three (3) years for that parcel of land known as the "Union Common" shown as Assessors Map 70, Parcel 292, bounded by Main Street, Bolton Street, and High Street, and the land of John P. Rowe and Mildred M. Rowe, now or formerly, and Herman Sanders and Amanda Sanders, now or formerly, for the purposes of a public park, **APPROVED**; adopted.

ORDERED: That, due to the availability and suitability of a building located within the boundaries of Ward Five, namely the Masonic Lodge located at 8 Newton Street, to serve as an appropriate polling location for Ward Five, Precinct One and Precinct Two within the City of Marlborough, the City Council hereby determines, pursuant to MGL Chapter 54 §24, that the public convenience would be better served by relocating to the Masonic Lodge the polling places for the following precincts:

- Ward Five, Precinct One, the polling place for which is currently located in the Senior Center at 40 New Street.
- Ward Five, Precinct Two, the polling place for which is currently located in the Senior Center at 40 New Street.

APPROVED; adopted.

ORDERED: That the Communication from City Solicitor, Jason Grossfield, re: Application for Special Permit from Attorney Brian Falk on behalf of One Energy, Inc., to authorize the alteration of a preexisting nonconforming gas station use, to a gas station, convenience store and restaurant/café use at 121 Bolton Street, in proper legal form, Order No. 19-1007780A, **MOVED TO ITEM 19**; adopted.

ORDERED: That the Communication from City Solicitor, Jason Grossfield, re: Application for Site Plan Approval from Post Road Realty, LLC, for the Green District project to be built in the Executive Residential Overlay District (EROD) at 107 Simarano Drive, in proper legal form, Order No. 19-1007763A, **MOVED TO ITEM 20**; adopted.

ORDERED: That the Communication from City Solicitor, Jason Grossfield, re: Application for Special Permit from Post Road Realty, LLC, to construct a multi-family residential project known as the Green District in the Executive Residential Overlay District (EROD) which will consist of 475 units in two buildings at 107 Simarano Drive, Map 116, Parcels 5, 11 & 12, in proper legal form, Order No. 19-1007762B, **MOVED TO ITEM 21**; adopted.

ORDERED: That there being no objection thereto set **MONDAY JANUARY 13, 2020** as the **DATE FOR PUBLIC HEARING** on the Petition from Massachusetts Electric, to install new underground equipment to feed street lights 52 through 57 from existing street light #24 on Donald J. Lynch Boulevard, refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That there being no objection thereto set **MONDAY JANUARY 13, 2020** as the **DATE FOR PUBLIC HEARING** on the Petition from Massachusetts Electric, to install push brace #7-89 on Front Street which will enable National Grid to remove the pole to tree guy wire, refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Communication from various residents of Mechanic Street re: Tunnera & Sons Roofing & Snow Removal Services, 260 Mechanic Street, **FILE**; adopted.

Councilor Tunnera recused.

ORDERED: That the Minutes, Board of Assessors, July 10, 2019, **FILE**; adopted.

ORDERED: That the Minutes, Parks & Recreation Commission, October 9, 2019, **FILE**; adopted.

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

- a) Jessica Carley, 181 Boston Post Road East, #76, pothole or other road defect.

Reports of Committees:

Councilor Landers reported the following out of the Public Services Committee:

Meeting Name: City Council Public Services Committee

Date: November 25, 2019

Location: City Council Chambers, 2nd Floor, City Hall, 140 Main Street

Convened: 6:35 PM – Adjourned: 6:56 PM

Present: Chairman Landers; Public Services Committee Members Councilors Doucette and Irish; and Councilors Clancy and Ossing

Order No. 19-1007823 (X 19-1007780): Application for Fuel Storage License, One Energy, Inc. For Underground storage of 24,000 gallons of Gasoline and 4,000 gallons of Diesel fuel, 121 Bolton Street, identified as Map 57, Parcel 289.

The Public Services Committee met with attorney Brian Falk, Mark Diarbakerly of One Energy Inc., and engineer Paul Sylvia of Ayoub Engineering for a review of the application for the Fuel Storage License at 121 Bolton Street. There will be two brand new tanks, each 14,000 gallons are the latest state of the art tanks with a double wall fiberglass arrangement and more importantly are continuously monitored with an internal interstitial which means if any portion of the tank should leak, those monitors pick it up immediately and it is trapped in the space. Mr. Sylvia continued to review the additional safety features of the planned system. Mr. Diarbakerly reviewed additional systems in place to ensure the safety of the site.

Motion made by Councilor Doucette, seconded by the Chair to approve the application. The motion carried 3-0.

The Public Services Committee agreed to request a Suspension of the Rules at the December 2, 2019 City Council Meeting to vote on the application.

Order No. 19-1007839: Application for Pool Table License, Adam Krasinski of Tackle Box Brewing Company LLC, 416 Boston Post Road East.

The Public Services Committee met with Adam Krasinski of Tackle Box Brewing Company, LLC for a review of their application for a Pool Table License. Chairman Landers visited the site recently and was impressed with the business as were Councilors Irish and Doucette. Mr. Krasinski stated they did plan to charge for the games, likely to be a dollar per game and it will be per the honor system to just cover the costs of maintaining the tables.

Motion made by Councilor Doucette, seconded by the Chair, to approve the application. The motion carried 3-0.

The Public Services Committee agreed to request a Suspension of the Rules at the December 2, 2019 City Council Meeting to vote on the application.

Motion made and seconded to adjourn. The motion carried 3-0. The meeting adjourned at 6:56 PM.

Reports of Committee Continued:

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

Meeting Name: City Council Urban Affairs Committee

Date: November 21, 2019

Location: City Council Chamber, 2nd Floor, City Hall, 140 Main Street

Convened: 5:30 PM – Adjourned: 7:23 PM

Present: Chairman Delano; Urban Affairs Committee Members Councilors Juaire, Landers, Doucette (left @ 6:22 PM), and Tunnera; Councilors Clancy, Irish, and Robey (arrived 5:38 PM); Tom DiPersio (City Engineer, City of Marlborough); Priscilla Ryder (Conservation Officer, City of Marlborough)

Order No. 19-1007824: Application for Special Permit from Attorney Brian Falk, on behalf of Marlborough Hospital & UMASS Memorial Realty, Inc., to add a new Women's Imaging Center, and seeking a finding to alter a preexisting nonconforming use and alter the preexisting nonconforming lot coverage from 48.2% to 49.2% at 157 & 209 Union Street.

The Urban Affairs Committee meet with attorney Brian Falk, Neal Emmer of LWDA Architects, and Randy Miron of Bohler Engineering for a review of the application for a special permit on behalf of Marlborough Hospital & UMASS Memorial Realty, Inc. They discussed the location of the proposed sidewalk to the site as there is currently none. Condition 7, Pedestrian Access, discusses that sidewalk and the committee would like the language changed so it is clear that the sidewalk must be approved by the Site Plan Review Committee and City Engineer.

Motion made be Councilor Juaire, seconded by the Chair, to approve as amended. The motion carried 5-0.

Order No. 19-1007809: Application for Special Permit from Attorney Brian Falk, on behalf of 119 Ash Street, LLC (David Skarin) to convert a preexisting, nonconforming contractor's yard to an 11-unit residential townhouse project and convert an existing single-family home to a two-family dwelling, to be known as Trailside Terrace at 19 Ash Street.

Reports of Committee Continued:

The Urban Affairs Committee met with attorney Brain Falk, David Skarin, engineer Bruce Saluk, and architect Larry Reeves for a review of the application for a special permit of behalf of 119 Ash Street, LLC. Chairman Delano confirmed all units at the site were to be two-bedroom units. They discussed the view easement previously purchased by the City of Marlborough to allow for sight distance up Ash Street and it was confirmed that easement would be honored with the new construction. They reviewed the special permit decision conditions, conditions one through four are standard as is condition six, lighting. Condition seven, Screening for Abutters, was in response to a comment at the public hearing by a neighbor who requested additional screening for that portion of the property. Condition eight, Pedestrian Access to the Rail Trail was discussed earlier in the meeting. The following are additional conditions discussed that evening: the City's view easement and a landscaping plan will be designed to not interfere with it; a condition will be included on their obligation to maintain the landscaping alongside their portion of the rail trail with flowers, details to be worked out with the Site Plan Review Committee; and take into consideration any review of the traffic impact by the Site Plan Review Committee along Ash Street. The applicant also agreed to maintain the nearby crosswalk on Ash Street with a green visibility paint.

Motion made by Councilor Juaira, seconded by Chair, to approve as amended. The motion carried 5-0.

Motion made and seconded to adjourn. The motion carried 4-0. The meeting adjourned at 7:23 PM.

Suspension of the Rules requested – granted.

ORDERED: That the Application for Fuel Storage License by One Energy, Inc., for Underground Storage of 24,000 gallons of Gasoline and 4,000 gallons of Diesel Fuel, 121 Bolton Street, identified as Map 57, Parcel 289, **APPROVED**; adopted.

Suspension of the Rules requested – granted.

ORDERED: That the Application for Pool Table License for two (2) tables, by Adam Krasinski of Tackle Box Brewing Company LLC, 416 Boston Post Road East, **APPROVED**; adopted.

Suspension of the Rules requested – granted.

ORDERED: That the Application for Special Permit from Attorney Brian Falk, on behalf of Marlborough Hospital & UMASS Memorial Realty, Inc., to add a new Women's Imaging Center, and seeking a finding to alter a preexisting nonconforming use and alter the preexisting nonconforming lot coverage from 48.2% to 49.2% at 157 & 209 Union Street, refer to **CITY SOLICITOR TO BE PLACED IN PROPER LEGAL FORM FOR THE DECEMBER 16, 2019 COUNCIL MEETING**; adopted.

Councilor Robey recused.

Suspension of the Rules requested – granted.

ORDERED: That the Application for Special Permit from Attorney Brian Falk, on behalf of 119 Ash Street, LLC (David Skarin), to convert a preexisting, nonconforming contractor’s yard to an 11-unit residential townhouse project, and convert an existing single family home to a two-family dwelling, to be known as Trailside Terrace at 19 Ash Street, refer to **CITY SOLICITOR TO BE PLACED IN PROPER LEGAL FORM FOR THE DECEMBER 16, 2019 COUNCIL MEETING**; adopted.

Suspension of the Rules requested – granted.

ORDERED: That the Communication from the Planning Board, regarding their favorable recommendation of the Proposed Rezoning of land off 269 Mechanic Street identified as Map 56, Parcel 125, **FILE**; adopted.

Suspension of the Rules requested – granted.

ORDERED: That the Communication from the Planning Board, regarding their favorable recommendation with two (2) suggested changes on the Proposed Zoning Amendment relative to creating the Wayside Zoning District, refer to **URBAN AFFAIRS COMMITTEE**; adopted.

ORDERED: That the Transfer Request in the amount of \$150,000.00 from Undesignated Funds to Capital Outlay-DPW Projects, to fund mitigation payment pursuant to the Special Permit for the project at 421 Bolton Street, **APPROVED**; adopted.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		DPW				FISCAL YEAR:		2020	
FROM ACCOUNT:						TO ACCOUNT:			
Available	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available
Balance									Balance
\$13,319,020.00	\$150,000.00	10000	35900	Undesignated Fund	\$150,000.00	19300006	58514	Capital Outlay-DPW Projects	\$0.00
Reason:		Mitigation funds from BSL per special permit conditions							
	\$150,000.00	Total			\$150,000.00	Total			

ORDERED: That the Communication from the Mayor, re: Update on Library Renovation Project be and is herewith **CARRIED OVER TO THE 2020-2021 LEGISLATIVE SESSION**; adopted.

ORDERED: THAT, PURSUANT TO § 5 OF CHAPTER 40A OF THE GENERAL LAWS, THE CITY COUNCIL OF THE CITY OF MARLBOROUGH HEREBY ORDAINS THAT THE ZONING ORDINANCE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING THE ZONING MAP, SECTION 650-8, AS FOLLOWS:

That rear land at 269 Mechanic Street currently owned by Carmi Greb, LLC on Assessors Map 56, Parcel 125 presently zoned Limited Industrial be rezoned as Residential B as it is contiguous to the Assessors Map 56, Parcels 131, 130, 129, 128, 127, and 123, that are all currently zoned Residential B and a parcel containing 432 s. f. to the rear of the building on land known as the Assabet River Rail Trail currently owned by the City of Marlborough be rezoned to Residential B. The area to the rear of Map 56, Parcel 125, being a rectangle parcel 4.40' on the northerly side to and 1.86' on the southerly side a distance of 142.39'.

APPROVED; adopted.

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

ORDERED: That the Communication from City Solicitor, Jason Grossfield, re: Application for Special Permit from Attorney Brian Falk on behalf of One Energy, Inc., to authorize the alteration of a preexisting nonconforming gas station use, to a gas station, convenience store and restaurant/café use at 121 Bolton Street, in proper legal form, Order No. 19-1007780A, **FILE**; adopted.

ORDERED:

**DECISION ON A SPECIAL PERMIT
ONE ENERGY, INC.**

**CITY OF MARLBOROUGH
CITY COUNCIL ORDER NO. 19-1007780B**

DECISION ON AN APPLIATION FOR SPECIAL PERMIT

The City Council of the City of Marlborough hereby **GRANTS** the Application for a Special Permit to One Energy, Inc. (the "Applicant") to alter a preexisting nonconforming gas station use at 121 Bolton Street to a gas station, convenience store, and restaurant/café use, as provided in this Decision and subject to the following Findings of Fact and Conditions.

FINDINGS OF FACT

1. The Applicant, One Energy, Inc., is a Massachusetts corporation with an address of 420 Lakeside Avenue, Marlborough, MA 01752.

2. The Applicant is the prospective owner of the property located at 121 Bolton Street, Marlborough, Massachusetts, being shown as Parcel 289 on Assessors Map 57 (the "Site").
3. In accordance with Article V, Section 650-12.B, of the Zoning Ordinance of the City of Marlborough (the "Zoning Ordinance"), the Applicant proposes to alter a preexisting nonconforming gas station use at 121 Bolton Street to a gas station, convenience store, and restaurant/café (the "Use"). As shown on the Site Plan referenced in paragraph 5 below, the Use consists of five gas station pumps under a canopy, a building containing a convenience store and restaurant/café use, 24 parking spaces, and landscaped areas.
4. The Applicant, by and through its counsel, filed with City Clerk of the City of Marlborough an Application for a Special Permit ("Application") for the Use.
5. In connection with the Application, the Applicant submitted a certified list of abutters, filing fees, and a detailed site plan entitled "Zoom Mart Special Permit Site Plan" by Ayoub Engineering, comprised of Sheets 0, 1, C-1, C-2, C-3, L-1, ER-1, TD-1, SG-1, SE-1, SD-1, SD-2, SD-2, SD-4, A1.0, A2.0, and A2.1, with the last revision date of November 8, 2019 (the "Site Plan"), attached as "Attachment A."
6. The Application was certified by the Building Commissioner of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, as having complied with Rule 4, items (a) through (m), of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.
7. The Site is located in the Residence B Zoning District.
8. The Site has an area of 30,928 square feet +/- as shown on the Site Plan.
9. The Site's current gas station use is preexisting nonconforming, commencing prior to the adoption of the Marlborough Zoning Ordinance in 1956.
10. The Site is preexisting nonconforming with respect to lot coverage, having total impervious areas of 73.5% (the RB District has a maximum lot coverage of 30%). The Site Plan shows that the lot coverage associated with the Use would be 70.3%.
11. Pursuant to the Rules and Regulations of the City Council for the City of Marlborough and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application and the City Clerk for the City of Marlborough caused notice of the same to be advertised and determined that notice of the same was provided to abutters entitled thereto in accordance with applicable regulations and law.
12. The Marlborough City Council, pursuant to Massachusetts General Laws Chapter 40A, opened a public hearing on the Application on Monday, October 21, 2019. The hearing was closed on that date.
13. The Applicant, through its representatives, presented testimony at the public hearing detailing the Use, describing its impact upon municipal services, the neighborhood, and traffic.

14. At the public hearing, three members of the public spoke in favor of the Use, one member of the public submitted a letter in favor of the Use, and no members of the public spoke in opposition to the Use.
15. The Applicant provided a certificate of insurance demonstrating liability insurance to cover potential claims from neighboring property owners with respect to the underground fuel storage tanks at the Site.

**BASED ON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING
FINDINGS AND TAKES THE FOLLOWING ACTIONS**

- A. The Applicant has complied with all Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.
- B. The City Council finds that the alteration of the Site from a gas station to the proposed Use would not be substantially more detrimental to the neighborhood than the existing nonconforming use.
- C. The City Council finds that the preexisting nonconforming gas station use has not been abandoned for a period of two years or more.
- D. The City Council finds that the proposed Use is not enlarged to more than 25% of the floor and ground area of the preexisting nonconforming gas station use at the Site.
- E. The City Council finds that the proposed Use of the Site is an appropriate use and in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein. The City Council makes these findings subject to the completion and adherence by the Applicant, its successors and/or assigns to the conditions more fully set forth herein.
- F. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby **GRANTS** the Applicant a Special Permit to alter the preexisting nonconforming gas station use at 121 Bolton Street to a gas station, convenience store, and restaurant/café as shown on the Site Plan filed, **SUBJECT TO THE FOLLOWING CONDITIONS**, which conditions shall be binding on the Applicant, its successors and/or assigns:
 1. Construction in Accordance with Applicable Laws. Construction of all structures on the Site is to be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts and shall be built according to the Site Plan as may be amended during Site Plan Review.

2. Site Plan Review. The issuance of the Special Permit is further subject to detailed Site Plan Review by the Site Plan Review Committee in accordance with the City of Marlborough Site Plan Review Ordinance prior to the issuance of the building permit. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions attached to the building permit, and no occupancy permit shall be issued until the Applicant has complied with all conditions. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Site Plan submitted, reviewed and approved by the City Council as the Special Permit Granting Authority.
3. Modification of Plans. Notwithstanding conditions #1 and #2 above, the City Council or the Site Plan Review Committee may make engineering changes to the Plans, so long as said changes do not change the Use as approved herein, or materially increase the impervious area of the Use, reduce the green area, alter traffic flow, or increase the size of the building, all as shown on the Site Plan.
4. Incorporation of Submissions. All plans, photo renderings, site evaluations, briefs and other documentation provided by the Applicant as part of the Application, and as amended or revised during the application/hearing process before the City Council and/or the City Council's Urban Affairs Committee, are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.
5. Storm Water and Erosion Control Management. The Applicant, its successors and/or assigns, shall ensure that its site superintendent during construction of the project is competent in stormwater and erosion control management. This individual(s)' credentials shall be acceptable to the Engineering Division of the City's Department of Public Works and the City's Conservation Commission. This individual(s) shall be responsible for checking the Site before, during, and after storm events including weekends and evenings when storms are predicted. This individual(s) shall ensure that no untreated stormwater leaves the Site consistent with the State's and the City's stormwater regulations. This individual(s) shall ensure compliance with the approved sequence of construction plan and the approved erosion control plan. The Applicant, its successors and/or assigns, shall grant this individual(s) complete authority of the Site as it relates to stormwater and erosion controls.
6. Lighting. Exterior lighting at the Site shall be downward facing and shielded to minimize impacts on neighboring properties, with a lighting plan for the Site to be reviewed and further conditioned during the Site Plan Review process. Exterior lighting at the Site shall be shut off outside of business hours of operation of the Use, except for lighting necessary for security and emergency access.
7. Hours of Operation. The hours of operation of the Use shall not exceed 6:00 AM to 10:00 PM.
8. Seating. The Use may not include any tables with seating for customers.

9. Trash Area. No trash pickup shall occur on Sundays. On Monday through Saturday, no trash pickup shall occur before 7:00 AM or after 6:00 PM. The trash area shall be locked outside of business hours. The Applicant shall address the screening of the Site's trash area during the Site Plan Review process, provided that the trash area shall be concealed with concrete, cement, brick, or similar materials and landscaped to screen the trash area from neighboring properties.
10. Signs. The Site shall not contain more than one free-standing sign, substantially as shown on the Site Plan. This limitation shall not apply to on-premises directional and traffic safety signs. The Site's main free-standing sign and any other sign shall not be illuminated outside of business hours of operation of the Use.
11. Fencing. Prior to receiving a certificate of occupancy for the Use, the Applicant shall replace the perimeter fencing at the Site, substantially as shown on the Site Plan, and thereafter shall maintain the fencing in good repair. The perimeter fencing shall be six-foot white vinyl with decorative lattice along the top and shall comply with the requirements of all applicable City Ordinances.
12. Food Sales. The Use may include the sale of prepackaged food items, fresh food, and food prepared on site, provided that any food preparation area used by employees shall not contain large ovens or occupy more than 10% of the building's floor area. The Use shall not include a food delivery service.
13. No Outdoor Sales. With the exception of fuel, no items for sale shall be located or displayed outside the building.
14. No Vehicle Sales or Service. There shall be no vehicle sales or vehicle repairs at the Site.
15. Diesel Fuel Sales. Diesel fuel sales at the Site shall be limited to cars, light-duty trucks, lawn care equipment, and portable fuel containers. There shall be no high-speed diesel fuel dispensers at the Site capable of fueling large trucks.
16. Exterior Audio. The Site shall not use exterior audio speakers except as may be required for security, emergencies, handicapped accessibility, or to comply with State or City legal requirements.
17. Liability Insurance for Fuel Storage Tanks. The Applicant shall at all times maintain liability insurance in an amount not less than \$5,000,000 to cover potential claims from neighboring property owners with respect to the underground fuel storage tanks located at the Site. Upon request of the City, the Applicant shall provide evidence of such insurance.
18. DEP Site Closure. Prior to receiving a certificate of occupancy for the Use, the Applicant shall provide the City with a copy of the Permanent Solution Statement submitted to the Department of Environmental Protection by the Site's licensed site professional. The Applicant shall comply with all orders of the Department of Environmental protection with respect to the Site.

19. Curb Cuts. The Site shall have three (3) curb cuts, with two (2) along Bolton Street and one (1) along State Street. The Applicant shall address the final design of the Site's curb cuts during the Site Plan Review process.
20. Recording of Decision. In accordance with the provisions of Massachusetts General Laws, Chapter 40A, Section 11, the Applicant, its successors and/or assigns, at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and before the Applicant has applied to the Building Commissioner for a building permit. Upon recording, the Applicant shall forthwith provide a copy of the recorded Special Permit to the City Council's office, the Building Department, and the City Solicitor's office.

Yea: 11 – Nay: 0

Yea: Delano, Doucette, Dumais, Tunnera, Irish, Clancy, Landers, Juair, Oram, Ossing & Robey.

ORDERED: That the Communication from City Solicitor, Jason Grossfield, re: Application for Site Plan Approval from Post Road Realty, LLC, for the Green District project to be built in the Executive Residential Overlay District (EROD) at 107 Simarano Drive, in proper legal form, Order No. 19-1007763A, **FILE**; adopted.

ORDERED: That the City Council of the City of Marlborough does hereby approve the Site Plan Permit which sets forth an Approval with conditions of the site plans submitted by Post Road Realty LLC, to construct a two-phase 475-unit multifamily dwelling residential project at 107 Simarano Drive, Marlborough, **APPROVED**; adopted.

President Clancy declared the vote to be unanimous (11-0).

ORDERED: That the Communication from City Solicitor, Jason Grossfield, re: Application for Special Permit from Post Road Realty, LLC, to construct a multi-family residential project known as the Green District in the Executive Residential Overlay District (EROD) which will consist of 475 units in two buildings at 107 Simarano Drive, Map 116, Parcels 5, 11 & 12, in proper legal form, Order No. 19-1007762B, **FILE**; adopted.

ORDERED:

**DECISION ON A SPECIAL PERMIT
POST ROAD REALTY LLC**

**CITY OF MARLBOROUGH
CITY COUNCIL ORDER NO. 19-1007762C**

DECISION ON AN APPLIATION FOR SPECIAL PERMIT

The City Council of the City of Marlborough hereby **GRANTS** the Application for a Special Permit to Post Road Realty LLC (the "Applicant") to build and operate a two-phase 475-unit multifamily dwelling residential project at 107 Simarano Drive, as provided in this Decision and subject to the following Findings of Fact and Conditions.

FINDINGS OF FACT

1. The Applicant, Post Road Realty LLC, is a Connecticut limited liability company with an address of 11 Unquowa Road, Fairfield, CT 06824.
2. The Applicant is the prospective owner of the property located at 107 Simarano Drive, Marlborough, Massachusetts, being shown as Parcels 5, 11, and 12 on Assessors Map 116 (the "Site").
3. In accordance with Article VI, Section 650-36.D(2), of the Zoning Ordinance of the City of Marlborough (the "Zoning Ordinance"), the Applicant proposes to build and operate a two-phase 475-unit multifamily dwelling residential project at the Site, in two buildings with 677 on-site parking spaces, open areas, walking trails, and residential amenities (the "Use"). As shown on the Site Plan referenced in paragraph 7 below, the Use consists of two development phases: "Site 1" with 235 units and 354 parking spaces and "Site 2" with 240 units and 323 parking spaces.
4. The Site is located in the Executive Residential Overlay District, and the underlying zoning districts are Industrial and Limited Industrial.
5. The Site has an area of 1,873,840 square feet +/- as shown on the Site Plan referenced in paragraph 7 below.
6. The Applicant, by and through its counsel, filed with City Clerk of the City of Marlborough an Application for a Special Permit ("Application") for the Use.
7. In connection with the Application, the Applicant submitted a certified list of abutters, filing fees, and the following plans: (i) a detailed site plan entitled "Green District Special Permit and Site Plan Approval" by Hancock Associates, comprised of Sheets 1 through 32, with the last revision date of November 12, 2019 (the "Site Plan"); (ii) a set of architectural plans entitled "Green District" by Bargmann Hendrie + Archetype, Inc., comprised of Sheets A100, A101, A102, A200, A201, A202, and A300, with the last revision date of November 12, 2019; and (iii) a set of landscaping plans entitled "Green District" by Eric Rains Landscape Architecture, LLC, comprised of Sheets SPL-1.0, SPL-1.1, SPL-2.0, SPL-2.1, SPL-3.0, and SPL-3.1, with the last revision date of November 12, 2019 (collectively with the Site Plan, the "Plans"), attached as "Attachment A."
8. The Application was certified by the Building Commissioner of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, as having complied with Rule 4, items (a) through (m), of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.
9. Pursuant to the Rules and Regulations of the City Council for the City of Marlborough and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application and the City Clerk for the City of Marlborough caused notice of the same to be advertised and determined that notice of the same was provided to abutters entitled thereto in accordance with applicable regulations and law.
10. The Marlborough City Council, pursuant to Massachusetts General Laws Chapter 40A, opened a public hearing on the Application on Monday, October 7, 2019. The hearing was closed on that date.

11. The Applicant, through its representatives, presented testimony at the public hearing detailing the Use, describing its impact upon municipal services, the neighborhood, and traffic.
12. At the public hearing, no members of the public spoke in opposition to the Use.

**BASED ON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING
FINDINGS AND TAKES THE FOLLOWING ACTIONS**

- A. The Applicant has complied with all Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.
- B. The City Council finds that the proposed Use of the Site is an appropriate use and in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein. The City Council makes these findings subject to the completion and adherence by the Applicant, its successors and/or assigns to the conditions more fully set forth herein.
- C. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby **GRANTS** the Applicant a Special Permit to build and operate a two-phase 475-unit multifamily dwelling residential project as shown on the Plans filed, **SUBJECT TO THE FOLLOWING CONDITIONS**, which conditions shall be binding on the Applicant, its successors and/or assigns:
 1. Construction in Accordance with Applicable Laws. Construction of all structures on the Site is to be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts and shall be built according to the Plans as may be amended during Site Plan Review.
 2. Compliance with Applicable Laws. The Applicant, its successors and/or assigns agrees to comply with all municipal, state, and federal rules, regulations, and ordinances as they may apply to the construction, maintenance, and operation of the Use.
 3. Site Plan Review. The issuance of the Special Permit is further subject to detailed Site Plan Review by the City Council in accordance with Section 650-36 of the Zoning Ordinance prior to the issuance of the building permit. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions of this Special Permit and conditions attached to the building permit, and no occupancy permit shall be issued until the Applicant has complied with all conditions. Site Plan Review shall be consistent with the conditions of this Special Permit and the Plans submitted, reviewed and approved by the City Council as the Special Permit Granting Authority. Conditions imposed through Site Plan Review, as approved by the City Council, shall also be conditions of this Special Permit, and any violations of those conditions shall be violations of this Special Permit. In accordance with Section 650-36.H of the Zoning Ordinance, the Building Commissioner may approve minor modifications to the Special Permit and Site Plan.

4. Incorporation of Submissions. All plans, photo renderings, site evaluations, briefs and other documentation provided by the Applicant as part of the Application, and as amended or revised during the application/hearing process before the City Council and/or the City Council's Urban Affairs Committee, are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council. The final architectural design of the Site shall be reasonably consistent with the Plans submitted by the Applicant. The final exterior features of the Site, including landscaping, shall be maintained in good condition and shall be reasonably consistent with the Plans submitted and representations made to the City Council.
5. Storm Water and Erosion Control Management. The Applicant, its successors and/or assigns, shall ensure that its site superintendent during construction of the project is competent in stormwater and erosion control management. This individual(s)' credentials shall be acceptable to the Engineering Division of the City's Department of Public Works and the City's Conservation Commission. This individual(s) shall be responsible for checking the Site before, during, and after storm events including weekends and evenings when storms are predicted. This individual(s) shall ensure that no untreated stormwater leaves the Site consistent with the State's and the City's stormwater regulations. This individual(s) shall ensure compliance with the approved sequence of construction plan and the approved erosion control plan. The Applicant, its successors and/or assigns, shall grant this individual(s) complete authority of the Site as it relates to stormwater and erosion controls.
6. Affordable Units. (a) Ten percent (10%) of the dwelling units at the Site shall be made available as rental units at affordable prices to renters (whose annual income does not exceed eighty percent (80%) of the Area median income adjusted for family size as determined by the U.S. Department of Housing and Urban Development) in perpetuity or the longest period allowed by law (the "Affordable Housing Units"), in accordance with the provisions of Section 650-26 of the Zoning Ordinance and this condition. The Affordable Housing Units shall comply with all requirements for inclusion in the Subsidized Housing Inventory ("SHI") of the Commonwealth of Massachusetts Department of Housing and Community Development ("DHCD"). Prior to obtaining a certificate of occupancy for any unit within the Use, the Applicant, in coordination with the City and its Community Development Authority, shall file all required submissions to DHCD for inclusion of the Affordable Housing Units on the SHI and shall diligently take all actions necessary to include the Affordable Housing Units on the SHI, including without limitation, preparing and executing a regulatory agreement and declaration of restrictive covenants and/or any other restrictive instrument necessary to ensure compliance with said Zoning Ordinance and this condition, a marketing plan, and all other required documentation. All costs associated with complying with this condition, including but not limited to, the DHCD process, recording of all documents with the registry of deeds, and the marketing plan for the Affordable Units shall be borne by the Applicant.

- (b) In lieu of requiring that fifteen percent (15%) of the dwelling units at the Site be made available at affordable prices to renters, the Applicant shall provide a payment to the City of \$50,000 per affordable dwelling unit that would have been otherwise required under Section 650-26 of the Zoning Ordinance. For Site 1 of the Use, the number of applicable units is 12, for a total payment of \$600,000. For Site 2 of the Use, the number of applicable units is 12, for a total payment of \$600,000. The payments required by this condition shall be made prior to the issuance of a building permit for Site 1 and Site 2, respectively, and shall be payable to a fund or funds designated by the City Council prior to submission of each payment.
7. Multifamily Unit Payments. To mitigate any impacts associated with the Use, the Applicant has agreed to provide a payment to the City of \$3,500 for each multifamily dwelling unit at the Site. For Site 1 of the Use, the total payment shall be \$822,500. For Site 2 of the Use, the total payment shall be \$840,000. The payments required by this condition shall be made prior to the issuance of a building permit for Site 1 and Site 2, respectively, and shall be payable to a fund or funds designated by the City Council prior to submission of each payment.
 8. MetroWest/495 Transportation Management Association. To help promote alternative modes of transportation for residents of the Site, prior to the issuance of a building permit for Site 1 the Applicant shall join the MetroWest/495 Transportation Management Association.
 9. Conservation Commission Approval. The Applicant shall obtain and comply with an Order of Conditions from the City's Conservation Commission.
 10. Recording of Decision. In accordance with the provisions of Massachusetts General Laws, Chapter 40A, Section 11, the Applicant, its successors and/or assigns, at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and before the Applicant has applied to the Building Commissioner for a building permit. Upon recording, the Applicant shall forthwith provide a copy of the recorded Special Permit to the City Council's office, the Building Department, and the City Solicitor's office.

Yea: 11 – Nay: 0

Yea: Delano, Doucette, Dumais, Tunnera, Irish, Clancy, Landers, Juairé, Oram, Ossing & Robey.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:31 PM; adopted.



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 DEC 12 A 10:47

Arthur J. Vigeant
MAYOR
Nathan R. Boudreau
EXECUTIVE AIDE

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

Patricia Bernard
EXECUTIVE SECRETARY

December 12, 2019

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

Re: Grant Acceptance – Shuttle Program Funding

Honorable President Clancy and Councilors:

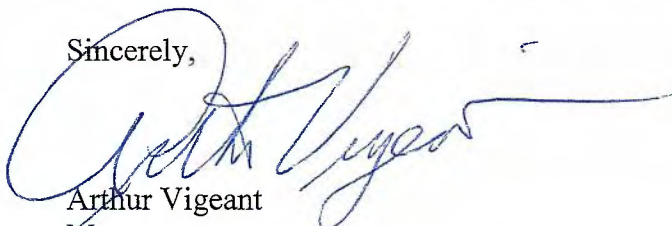
I have enclosed for your approval a grant for the City of Marlborough in the form of a legislative earmark that was filed and supported by our legislative delegation, including Representatives Danielle Gregoire, Carmine Gentile, and Senator Jamie Eldridge.

Our delegation worked to secure \$200,000 in funding for Shuttle Services in the City of Marlborough. As we all know, Marlborough, unlike our surrounding communities, is cut off from the state's commuter rail system, and we have limited public transportation options. These funds will double down on our local commitment to reducing traffic and giving residents and visitors alternative means to travel around Marlborough. Although this was a team victory, I would like to personally thank Representative Gregoire for spearheading this successful initiative.

I recommend that the Marlborough Economic Development Corporation be responsible for expending these funds since the MEDC is currently managing several associated transportation initiatives within the City of Marlborough.

I appreciate your consideration of this proposal and look forward to discussing it with you further.

Sincerely,



Arthur Vigeant
Mayor

Enclosures

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Office of the Mayor DATE: 12/12/2019

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: _____

NAME OF GRANT: _____

GRANTOR: Commonwealth of Massachusetts - Department of Transportation

GRANT AMOUNT: \$200,000.00

GRANT PERIOD: FY2020

SCOPE OF GRANT/
ITEMS FUNDED \$200,000 budget earmark to fund year one of the Marlborough Shuttle Services Program

IS A POSITION BEING
CREATED: NO

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO CITY? No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: No

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

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: MEDC DATE: 12/12/2019

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Meredith Harris

NAME OF GRANT: Legislative Earmark

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$200,000.00

GRANT PERIOD: Fiscal Year 2020

SCOPE OF GRANT/
ITEMS FUNDED \$200,000 budget earmark to fund year one of the Marlborough Shuttle Services Program

IS A POSITION BEING
CREATED: NO

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY
FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO CITY? No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: No

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



COMMONWEALTH OF MASSACHUSETTS SUBSIDY AGREEMENT

[This Subsidy Agreement has been issued by the Office of the Comptroller under 815 CMR 2.00 for subsidies or other legislatively mandated payments to a named Recipient for a specified amount. Note that Subsidies are very limited and must meet the requirements under 815 CMR 2.00 and the Grants and Subsidies Policy.]

Commonwealth of Massachusetts – Department: Massachusetts Department of Transportation,

Address: 10 Park Plaza, Room 4160, Boston, MA 02116 ,

Contact Person: Lauren Richmond , Telephone: 857-368-8962, Email: lauren.richmond@state.ma.us ,

Recipient Full Legal Name: City of Marlborough,

Address: 140 Main Street, Marlborough, MA 01752 ,

Contact Person: Mayor Arthur Vigeant, Telephone: , Email: arthur.vigeant@marlborough-ma.gov ,

Total Amount of Subsidy Payment(s) \$ 200,000.00 ,

Approximate Number of Payments To Be Made: 1 , Payment(s). Attach schedule if multiple payments will be made.

Amount of First Payment: \$ 200,000.00 , Anticipated Date of First Payment: October 28, 2019,

Termination Date of Subsidy Agreement (Payments cannot be made after the expiration date of the account or funding this Subsidy Agreement. If from a Budgetary Account, funding will be available only in the current fiscal year): June 30, 2020,

1. The Department and the Recipient understand and agree that pursuant to: [Indicate citation for Legislative Authorization for Subsidy] Section 4 of Chapter 6C of the General Laws, the Department is legislatively authorized to initiate a payment(s) of funds to the Recipient. Payments are subject to any conditions required by law as a prerequisite to payment, including any restrictions or conditions specified by the Department as part of this Subsidy Agreement. Payments cannot be made to the Recipient prior to the date that this Subsidy Agreement, including all relevant attachments, has been properly executed by authorized signatories of both parties in accordance with all relevant general or special laws and regulations, and filed as prescribed by the Office of the Comptroller. Notwithstanding the termination date of this Subsidy Agreement, the Recipient's obligations under Sections 2. and 3. shall survive the termination of this Subsidy Agreement.
2. The Recipient agrees to expend funds provided under this Subsidy Agreement in accordance with all applicable federal and state general and special laws and regulations and any restrictions or conditions specified by the Department by attachment to this Subsidy Agreement. Any actions arising out of this Subsidy Agreement shall be governed by the laws of the Commonwealth of Massachusetts. The Recipient may not use any funds provided or paid under this Subsidy Agreement for any partisan political activity or to further the election or defeat of any candidate for public office.
3. The Recipient understands and agrees that the Department, the State Auditor and the Comptroller shall be entitled to copies of any programmatic or fiscal reports that verify compliance with, or are required as a condition to, receiving funds under this Subsidy Agreement, or that are specified by attachment to this Subsidy Agreement.

IN WITNESS WHEREOF, the Department and the Recipient have caused this Subsidy Agreement to be executed by their respective authorized officers, as of the last date specified below:

AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:

AUTHORIZING SIGNATURE FOR THE RECIPIENT

X: _____, Date: _____
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Astrid Glynn ,
Print Title: Rail & Transit Administrator,

X: , Date: 10/2/19
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Arthur G. Vigeant,
Print Title: Mayor



City of Marlborough
Office of the Mayor

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

Arthur G. Vigeant
MAYOR

Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

Lauren Richmond
Massachusetts Department of Transportation
10 Park Plaza Suite 5450
Boston, MA 02116

Re: Invoice – City of Marlborough Transportation Program FY2020 Earmark

Ms. Richmond,

Per your request and notice of subsidy approval, the City of Marlborough is requesting payment of \$200,000 in accordance to the Commonwealth of Massachusetts Fiscal Year 2020 Earmark per Section 4 of Chapter 6C of the General Laws. As previously noted, this money will be used to fund year one of a new transportation program in the City of Marlborough.

Thank you and please reach out to my office if you have any questions or need assistance.

Sincerely,

Arthur G. Vigeant
Mayor

CITY OF MARLBOROUGH

Payment History

Date Range Searched: From 12/06/2019 To 12/06/2019

Department(s) Searched: ALL

Number of Payment Lines Found: 2

[Understanding Payments History](#)

Address ID: AD001---140 MAIN ST MARLBOROUGH, MA

Payment Number: 339A9041430

Payment Date: 12/6/2019

Department	Payment Ref. #	Contract Number	Line Amount	Check Amount
DOT - MASSACHUSETTS DEPARTMENT OF TRANSPORTATION	109834-01	INTF00X02020P0109834	\$200,000.00	\$200,000.00
Check Description:	109834-01			



City of Marlborough
Office of the Mayor

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

Arthur G. Vigeant
MAYOR
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 DEC 12 A 10:41
Nathan R. Boudreau
EXECUTIVE AIDE
Patricia Bernard
EXECUTIVE SECRETARY

December 12, 2019

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

Re: Grant Acceptance – Council on Aging

Honorable President Clancy and Councilors:

I am pleased to submit for your acceptance a grant from the Massachusetts Executive Office of Elder Services to the Marlborough Council on Aging in the amount of \$80,436.00. This formula grant is an essential part of the funding for the Council on Aging and equates to \$12.00 per senior as reflected in the 2010 Census Report. These funds will allow the Council on Aging to continue enhancing the lives of Marlborough's seniors through programming, assistance, support services, and more.

As always, I appreciate Massachusetts Executive Office of Elder Services' partnership with the City and know that Executive Director Trish Pope and her staff will put these funds to great use. I have included as attachments a letter from Ms. Pope and the notice of grant award forms.

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

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure



City of Marlborough
Council on Aging and Senior Center

40 New Street
Marlborough, Massachusetts 01752
Telephone (508) 485-6492 Facsimile (508) 460-3726

Patricia A. Pope
EXECUTIVE DIRECTOR

December 3, 2019

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

Re: EOEA Formula Grant Funding

Dear Mayor Vigeant,

I am pleased to submit to you a grant award in the amount of \$80,436.00 from the Executive Office of Elder Affairs. The grant award reflects the statewide per capita funding of \$12.00 per senior as reflected in the 2010 U. S. Census report. This essential funding will allow us to continue to provide a vast variety of exercise classes, programs, transportation and administration as well as enrichment opportunities for our older adults.

We look forward to utilizing this grant to continue to enhance the quality of life for our older adult population here in Marlborough. I am available should you or the City Council have any questions.

Sincerely,

Patricia A. Pope
Executive Director

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Council on Aging DATE: 3-Dec-19

PERSON RESPONSIBLE FOR GRANT EXPEND TURE Patricia Pope

NAME OF GRANT EOEA Formula Grant

GRANTOR: EOEA

GRANT AMOUNT: \$80,436.00

GRANT PERIOD: July 1, 2019 - June 30, 2020

SCOPE OF GRANT: Programs, transportation, exercise classes, administration
ITEMS FUNDED and enrichment opportunities

IS A POSITION BEING CREATED: Yes, part-time Bus Driver and part-time Transportation Coordinator
(no benefits)

IF YES CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO CITY? No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL as soon as possible

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



City of Marlborough
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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 DEC 12 AM 10:47
Arthur G. Vigeant MAYOR
Nathan R. Boudreau EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

December 12, 2019

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

Re: Grant Acceptance – Marlborough Fire Department – Massachusetts Emergency Management Agency

Dear Council President Clancy:

Please find enclosed for your acceptance a grant for the Marlborough Fire Department from the Massachusetts Emergency Management Agency's Emergency Performance Grant Program in the amount of \$8,900.00, which will be used by the Fire Department to purchase cots, bedding, and a storage trailer for the set-up of an emergency shelter.

I would like to thank the Massachusetts Emergency Management Agency for their support of Marlborough's first responders and residents. If you have any questions about the grant, please do not hesitate to contact me or Assistant Chief Flynn.

Sincerely,

Arthur Vigeant
Mayor

Enclosures



**CITY OF MARLBOROUGH
FIRE DEPARTMENT**

215 Maple Street, Marlborough, MA 01752
Business (508) 624-6986 Facsimile (508) 460-3795

11/20/2019

Mayor Vigeant,

The Marlborough Fire Department has applied for the Emergency Management Performance Grant (EMPG) that is offered by the Massachusetts Emergency Management Agency (MEMA). The application is for the procurement of the cots, bedding, and a storage trailer which was allowed with the funding coming from Homeland Security/FEMA. The Fire Department has been awarded a grant in the amount of \$8,900.00.

A handwritten signature in black ink, appearing to read "Frederick Flynn".

Assistant Chief Frederick Flynn

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

Department: FIRE, Emergency Management Date: 11/20/2019

Person responsible for grant expenditure: Frederick Flynn, Assistant Fire Chief

Name of grant: Emergency Management Performance Grant (EMPG)

Grantor: Massachusetts Emergency Management: these are U.S. DHS/FEMA grant funds provided to MEMA every year

Grant amount: \$8,900.00

Grant period: Fiscal Year 2020

Scope of grant/items funded: Procurement of cots, bedding and a storage trailer for the set-up of an Emergency Shelter facility.

Is a position being created: No

If yes, can fringe benefits be paid from the grant? No

Are matching city funds required? Yes

If matching is non-monetary (man hours, etc.) Please specify: N/A

If matching is monetary please give account number and description of city funds to be used: Matching was satisfied by contract for the BlackboardConnect program
Account number 11550004-53180 IT Prof & Tech Services.

Any other exposure to city? No

Is there a deadline for city council approval? No

Department head must submit this form, a copy of the grant approval, and a cover letter to the mayor's office requesting that this be submitted to city council for approval of department to expend the funds received for the purpose of the grant.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under QSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a): MARLBOROUGH, City of		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency MMARS Department Code:	
Legal Address: (W-9, W-4,T&C): 140 Main Street, Marlborough, MA 01752-3812		Business Mailing Address: 400 Worcester Road, Framingham, MA 01702-5399	
Contract Manager: Fred Flynn		Billing Address (if different): same	
E-Mail: fflynn@marlborough-ma.gov		Contract Manager: Carrie Clifton	
Phone: 508.624.6984	Fax:	E-Mail: carrie.clifton@mass.gov	
Contractor Vendor Code: VC6000192111		Phone: 508.820.1407	Fax: 508.820.2030
Vendor Code Address ID (e.g. "AD001"): AD ___ (Note: The Address Id Must be set up for EFT payments.)		MMARS Doc ID(s): FY20EMPG1900000MARLB	
		RFR/Procurement or Other ID Number: FFY2019EMPG	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach Employment Status Form , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date Prior to Amendment: ____, 20 ____. Enter Amendment Amount: \$ _____. (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$8,900.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __agree to standard 45 day cycle __ statutory/legal or Ready Payments (G.L.c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Funding for this grant is provided via a Federal Fiscal Year 2019 Emergency Management Performance Grant (EMPG) award, CFDA #97.042 and has a required dollar-for-dollar match. By signing below, the sub-recipient will perform activities as stated in their approved 2019 EMPG application and in accordance with the attached DHS Terms and Conditions and MEMA-PMO Special Conditions.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 2. may be incurred as of ____, 20 ____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date . <input type="checkbox"/> 3. were incurred as of ____, 20 ____, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of June 30, 2020 , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions , this Standard Contract Form including the Instructions and Contractor Certifications , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07 , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: <u><i>Frederick F. Flynn</i></u> Date: <u>10/21/2019</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frederick F. Flynn</u> Print Title: <u>Assistant Fire Chief</u>		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: <u><i>David Mahr</i></u> Date: <u>11/15/19</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David Mahr</u> Print Title: <u>Chief Administrative Officer</u>	





City of Marlborough
Office of the Mayor

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2019 DEC 12 A 10:47

Arthur J. Vigeant
MAYOR
Nathan R. Boudreau
EXECUTIVE AIDE
Patricia Bernard
EXECUTIVE SECRETARY

December 12, 2019

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

Re: Grant Acceptance – Council on Aging

Honorable President Clancy and Councilors:

Please find enclosed for your acceptance a grant in the amount of \$500.00 from Libby Ginnetti. The COA recently received a letter from Merrill Lynch Wealth Management which stated that Mr. Ginnetti requested the charitable donation to be made from his retirement account.

Thank you to Mr. Ginnetti and his family for this kind donation. If you have any questions or require additional information, please do not hesitate to contact me or Trish Pope.

Sincerely,

Arthur Vigeant
Mayor

Enclosures



City of Marlborough
Council on Aging and Senior Center

40 New Street
Marlborough, Massachusetts 01752
Telephone (508) 485-6492 Facsimile (508) 460-3726

Patricia A. Pope
EXECUTIVE DIRECTOR

December 9, 2019

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

Re: Gift Donation

Dear Mayor Vigeant:

The Marlborough Council on Aging has received a \$500.00 gift donation from Libby Ginnetti. The COA received a letter from Merrill Lynch Wealth Management which stated that Mr. Ginnetti wished the charitable donation be made from his retirement account.

I have attached a copy of the check as well as the accompanying letter. I am requesting the gift donation be forwarded to the City Council for approval. Once this donation has been approved by the Council, I will send a gift acknowledgement to Janet Brier. I am available should you or the Councilors have any questions.

Sincerely,

Patricia A. Pope
Executive Director

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Council on Aging DATE: 8-Dec-19

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Patricia A. Pope

NAME OF GRANT: gift from Libby Ginnetti

GRANTOR: Libby Ginnetti

GRANT AMOUNT: \$500.00

GRANT PERIOD: n/a

SCOPE OF GRANT/
ITEMS FUNDED gift will be used to replace BINGO equipment

IS A POSITION BEING
CREATED: n/a

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY
FUNDS REQUIRED? n/a

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

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

ANY OTHER EXPOSURE TO CITY? No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: No

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



Deborah Gwizd
Registered RD Assistant

Merrill Lynch Wealth Management
1545 Lyannough Road
Hyannis, MA 02601
508-771-9808

December 4, 2019

Marlborough Council on Aging Senior Center
40 New St.
Marlborough, MA 01752

Dear Marlborough Council on Aging Senior Center:

Our client, Libby Ginnetti, has requested that a distribution be made payable from his individual retirement account to your organization. It is his intention that this distribution be a charitable gift made pursuant to Section 408(d)(8)* of the Internal Revenue Code of 1986 (as amended). On his behalf, we are pleased to enclose check # 00867.09066 in the amount of \$ 500.

After receiving this charitable gift, kindly send a gift acknowledgement to Jane Brier at the address listed below. Thank you.

Libby Ginnetti
PO Box 577
Greenland, NH 03840-0577

Sincerely,

Deborah Gwizd
Registered RD Assistant

* As amended by Section 112 of the Consolidated Appropriations Act, 2016.

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Investment products:

Are Not FDIC Insured	Are Not Bank Guaranteed	May Lose Value
-----------------------------	--------------------------------	-----------------------

 **Merrill Lynch**
Bank of America Corporation

64-1278/611

Office
Disbursement Account
P O Box 43247
Jacksonville, FL 32231-3247

Merrill Lynch
Pierce, Fenner & Smith Inc.

Check Number **00867-09066**

Date	Amount
12/05/2019	PAY \$500.00

To The Order Of

MARLBOROUGH COUCIL ON AGING
SENIOR CENTER
40 NEW ST
MARLBOROUGH MA 01752

MEMO: LIBBY GINETTI CHARITABLE GIFT

Bank of America
Charlotte, NC



⑈0086709066⑈



City of Marlborough
Office of the Mayor

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CITY OF MARLBOROUGH
2019 DEC 12 A 10:47

Arthur G. Vigeant
MAYOR
Nathan R. Boudreau
EXECUTIVE AIDE

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Marlborough, Massachusetts 01752
508.460.3770 Fax 508.460.3698 TDD 508.460.3610
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Patricia Bernard
EXECUTIVE SECRETARY

December 12, 2019

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

Re: Solect Solar Energy Proposal

Honorable President Clancy and Councilors:

Following my letter of October 3, 2019 regarding the proposed installation of four solar photovoltaic projects on the roof-tops of Marlborough High School, Jaworek Elementary, Kane Elementary, and the New Elementary School, enclosed please find a proposed order to authorize the City of Marlborough to enter into the relevant agreements associated with these projects: a power purchase agreement, lease, and payment in lieu of taxes agreement. The power purchase agreement and lease are also contingent on the approval of the School Committee.

Attached, you will find a template of the agreements. However, a full set of the above-referenced documents with exhibits for each of the four projects will be provided when available.

My staff and I are available to discuss the projects and agreements. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,


Arthur G. Vigeant
Mayor

Enclosures

cc: John Ghiloni, Commissioner, DPW

ORDERED:

That the Mayor is authorized, on behalf of the City, to: (1) execute a power purchase agreement (“PPA”); (2) execute a related lease pursuant to MGL c. 40, s. 14; and (3) enter into negotiations and execute a payment in lieu of tax agreement pursuant to MGL c. 59, s. 38H without further action by this body, for purposes an on-site renewable solar energy generating project upon four (4) school building rooftops, at the following locations:

- Sgt. Charles J. Jaworek Elementary School – Rooftop
- Francis J. Kane Elementary School – Rooftop
- Marlborough High School – Rooftop
- New Elementary School – Rooftop.

Said PPA and Lease are subject to approval by the School Committee.


ADOPTED

In City Council
Order No. 19-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

APPROVED AS TO LEGAL FORM:



City Solicitor / Asst. City Solicitor

POWER PURCHASE AGREEMENT

For

Marlborough High School

Dated as of

between

City of Marlborough
140 Main Street
Marlborough, Massachusetts 01752

And

Solect Energy Development, LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748

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<u>EXHIBIT G</u>	-	INSURANCE REQUIREMENTS
<u>EXHIBIT H</u>	-	FORM OF LEASE

POWER PURCHASE AGREEMENT

This Power Purchase Agreement (“**Agreement**”) is entered into as of _____, _____, by and between City of Marlborough (“**Host**”), and Solect Energy Development, LLC, (“**Solect**” or “**Provider**”) a Limited Liability Company located in Hopkinton, Massachusetts (together, the “**Parties**”).

WHEREAS, Host is a member of the PowerOptions Consortium, an energy-buying group purchasing program authorized to administer such program on behalf of Massachusetts Clean Energy Center (“**MassCEC**”), organized by PowerOptions, Inc. (“**PowerOptions**”), a nonprofit corporation organized under the laws of the Commonwealth of Massachusetts and the Internal Revenue Code that assists its members with procuring energy products and energy-related services for facilities they own and/or operate pursuant to M.G.L. c.164, § 137;

WHEREAS, Provider and PowerOptions have entered into an agreement dated September 1, 2015 which has been extended to December 31, 2019 governing the terms and conditions of Provider’s participation in the PowerOptions Small Solar Program;

WHEREAS, Host is the owner of the properties located and described in Exhibit C and desires to make a portion of such properties available to Provider for the construction, operation and maintenance of a solar powered electric generating Project, and to purchase from Provider the electric energy produced by the Project; and

WHEREAS, Provider desires to develop, design, construct, own and operate the Project located at and described in Exhibit C, and sell to Host the electric energy produced by the Project.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **DEFINITIONS.** Certain capitalized terms used in this Agreement have the meanings set forth in the attached GLOSSARY OF TERMS.

2. **TERM.**

(a) Term. This Agreement shall consist of an Initial Period and an Operations Period. As used herein, “Term” shall mean all of the Initial Period and the Operations Period, unless the Provider or Host terminates the Agreement prior to the end of the Initial Period pursuant to the terms of this Agreement, but any such termination shall not terminate any provisions hereof that expressly survive such termination

(b) Initial Period. The Initial Period will begin on the date set forth above (date of signed Agreement) and will terminate on the earlier of (i) the Commercial Operation Date or (ii) the date the Agreement is terminated pursuant to the provisions of Section 4(b) or 4(d).

(c) Operations Period. The Operations Period will commence on the Commercial Operation Date and will terminate at 11:59 p.m. on the last day of the month in which the twentieth (20th) anniversary of the Commercial Operation Date occurs, or such earlier date when this Agreement is terminated.

(d) Extensions. Twenty-four months prior to the end of the Operations Period, the Parties will meet to discuss the extension of this Agreement on terms and conditions reflecting the then current market for solar generated electricity and with such other amendments and additional terms and conditions as the Parties may agree. Neither Party shall be obligated to agree to an extension of this Agreement.

(e) Early Termination by Host. If Host terminates the Agreement prior to the Expiration Date, Host shall pay, as liquidated damages, the Early Termination Amount set forth on Exhibit B (except as otherwise provided in this Section or Sections 9, 17, or 19, and Provider shall cause the Project to be disconnected and removed from the Premises. Upon Host's payment to Provider of the Early Termination Amount, the Agreement shall terminate automatically, provided that the Provider shall continue to have a duty to relocate the Project and restore the Premises. Notwithstanding the foregoing, Host may (i) terminate this Agreement with no liability whatsoever if Provider fails to commence construction of the Project by the Construction Start Date or (ii) if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date, be entitled (as its sole remedy) to Delay Liquidated Damages not to exceed \$15/kW, plus (if Installation Work had commenced at the Premises as of the date of termination) any costs reasonably incurred by Host to return its Premises to its condition prior to commencement of the Installation Work if Provider fails to do so within a reasonable time. Further, Host may terminate this Agreement with no liability whatsoever if Provider fails to commence Commercial Operations by the date that is 60 days after the Guaranteed Commercial Operation Date. The Construction Start Date and Guaranteed Commercial Operation Date shall be extended on a day-for-day basis if, notwithstanding Provider's commercially reasonable efforts, interconnection approval is not obtained within 60 days after the Effective Date.

3. ACCESS RIGHTS.

(a) Access Specifications. Host hereby grants Provider and its designees (including Installer) access to the Premises, for the Term and for so long as needed (but not more than 100 calendar days) after termination to remove the Project pursuant to the applicable provisions herein, at reasonable times and upon reasonable notice (except in situations where there is imminent risk of damage to persons or property), for the purposes of designing, installing, inspecting, operating, maintaining, repairing, and removing the Project, and any other purpose

set forth in this Agreement, and otherwise in accordance with the provisions of this Agreement. Access Rights with respect to the Site include without limitation:

(i) Vehicular & Pedestrian Access. Reasonable vehicular and pedestrian access across the Site to the Premises as designated on Exhibit D for purposes of designing, installing, operating, maintaining, repairing, and removing the Project. In exercising such access Provider shall reasonably attempt to minimize any disruption to activities occurring on the Site.

(ii) Utilities & Communication Cables. The right to locate distribution utility and/or electrical lines and communications cables across the Site as designated on Exhibit D. The location of any such electrical lines and communications cables outside the areas designated on Exhibit D shall be subject to Host's approval and shall be at locations that minimize any disruption to Host's activities occurring on the Site. Access will also be provided for Telephone and internet connections on the Premises for use by Provider in installing, operating and maintaining the Project.

(iii) Provider (including Installer) acknowledges that the Premises are the site of the Host's School, and its Access Rights may be limited as necessary to avoid disruption or interference with educational programming and professional workday. Access rights shall conform to the Host's access rules and a construction plan agreed to by the Parties prior to the Construction Start Date. Provider shall comply with all applicable city ordinances and regulations.

(b) Remote Monitoring. Host will provide an internet portal or equivalent access by means of which Provider will communicate data from the revenue grade performance monitoring system. Provider will be responsible for connecting monitoring equipment for the Project to the internet so that it is possible for Provider and Host to remotely monitor the Project.

(c) Access to Premises. For the Term of this Agreement, Host hereby grants to Provider all the rights necessary for Provider to use and occupy portions of the Premises for the installation, operation, maintenance, repair, and removal of the Project pursuant to the terms of this Agreement, including ingress and egress rights to the Premises for Provider and its employees, contractors and subcontractors and access to electrical panels and conduits to interconnect or disconnect the Project with the Premises' electrical wiring. Host hereby covenants that (i) Provider shall have access to the Premises and Project during the Term of this Agreement and for so long as needed after termination (but only up to 100 calendar days) to remove the Project pursuant to the applicable provisions herein, and (ii) Host shall not interfere or handle any Provider equipment or the Project without written authorization from Provider; provided, however, that Host shall at all times have access to and the right to observe the Installation Work or Project removal.

(d) No Interference. Host agrees not to conduct activities on, in or about the Premises that have a reasonable likelihood of causing damage or impairment to, or otherwise adversely affecting, the Project. Host shall take all reasonable steps to limit access to the Project to Provider, Installer, its employees, contractors or subcontractors. Host shall implement and maintain reasonable and appropriate security measures at the Premises to prevent Host's

employees, invitees, agents, contractors, subcontractors and other third parties from having access to the Project and to prevent theft, vandalism or other actions from occurring that have a reasonable likelihood of causing damage, impairment, or other adverse effect on the Project. Notwithstanding anything to the contrary provided above, Provider agrees that Host may conduct inspection, maintenance, and repairs of the Site roof and any HVAC or other building equipment thereon as reasonably necessary to comply with all warranties and ensure the proper functioning thereof, and that such activities shall not be deemed interference.

(e) Temporary storage space during installation or removal. Host shall provide sufficient space at the Premises for the temporary storage and staging of tools, materials and equipment and for the parking of construction crew vehicles and temporary construction trailers and facilities reasonably necessary during the Installation Work, Operations Period or Project removal, and access for rigging and material handling. Provider shall be responsible for providing shelter and security for stored items during construction and installation. Host reserves the right to require Provider to change the location of the stored items to improve security if in the Host's reasonable discretion, such items pose a hazard to persons or property. Upon completion of the Installation Work, Provider shall remove all equipment, tools, materials and debris and restore the temporary storage Space to its previous condition.

(f) Recording Provider's Lease. Provider may record (at its expense) a Notice of Lease in the land records regarding its Access Rights under this Agreement

4. **PLANNING, INSTALLATION AND OPERATION OF PROJECT.**

(a) Site Assessment and Planning. During the Initial Period, Provider shall have the right, at its own expense, to assess the suitability of the Premises for the Project and shall act diligently in conducting such assessment. The assessment shall include the right to inspect the physical condition of the structures on which the Project will be located; to apply for any building permits or other governmental authorizations necessary for the construction of the Project; to arrange interconnections with the Local Electric Utility; to make any applications to the appropriate Public Utilities Commission or other agencies for receipt of payments for the Project under the Applicable Solar Program; to apply to any other governmental agencies or other persons for grants or other determinations necessary for the construction of or receipt of revenues from the Project; or to make any other investigation or determination necessary for the financing, construction, operation or maintenance of the Project. The Provider, at its own cost shall perform and determine a structural analysis of the Host's site by a licensed professional structural engineer to determine feasibility, safety, and to ensure the proper install, maintenance, and operation of the solar system. Provider shall provide a copy of structural engineering analysis to Host prior to commencement of Construction.

(b) Termination of Development Activities by Provider. At any time during the Initial Period, Provider shall have the right to cease development of the Project on the Premises if: (i) Provider determines that the Premises, as is, is insufficient to accommodate the Project; (ii) there exist site conditions or construction requirements that were not known as of the Effective Date and that could reasonably be expected to materially increase the cost of Installation Work or

would adversely affect the electricity production from the Project as designed; or (iii) there has been a material adverse change in the rights of Host to occupy the Premises or Provider to construct the Project on the Premises. If Provider gives Host notice of such determination, this Agreement shall terminate effective as of the delivery of such notice without any further liability of the Parties to each other, provided that (i) Provider shall remove any equipment or materials which Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to its pre-existing condition; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(c) Commencement of Construction, Modification of Design. At a time coordinated with the Host during the Initial Period, upon at least ten (10) Business Days notice to Host, Provider shall have the right to commence installing the Project on the Premises.

(i) As of the date hereof, Provider anticipates that the Project shall consist of the components and shall have the designs set forth in Exhibit E attached hereto.

(ii) Notwithstanding subsection (i) above, Provider has the right to modify the design of the Project, including the selection of the components in the Project, as Provider, in its sole discretion, may determine, provided, however, that such changes shall not result in the Project exceeding the nameplate capacity, building footprint, location and height set forth in Exhibits D and E, without Host's approval.

(d) Construction Commencement Deadline. If Provider has not commenced the installation of the Project on the Premises before the Construction Start Date (not including any days in which a Force Majeure Event existed, or were delayed by the local electric delivery company, AHJ, or state regulators), Host may terminate this Agreement by delivering notice to Provider of its intention to terminate this Agreement, and the Agreement shall terminate twenty-one (21) days after Provider's receipt of such notice; provided, that if Provider commences installation of the Project within such twenty-one (21) day period, this Agreement shall not terminate. Upon any termination in accordance with this Section 4(d) neither Party shall have any further liability to the other with respect to the Facility, provided that (i) Provider shall remove any equipment or materials that Provider has placed on the Site; (ii) Provider shall restore any portions of the Site disturbed by Provider to their condition prior to the commencement of construction; (iii) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the delivery of the notice; and (iv) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(e) Contractors. Provider shall use licensed and insured contractors to perform the work of installing, operating, and maintaining the Project. Provider intends to use Installer to perform such work, but may use other contractors, for all or a portion of such work, in Provider's sole discretion. Provider shall advise Host of the Installer prior to commencement of the work

on the Site. Provider shall be responsible for the conduct of Installer and its subcontractors, and Host shall have no contractual relationship with Installer or its subcontractors in connection with the work on the Project. Provider shall ensure that Installer maintains insurance applicable to the Installer's activities that satisfy the requirements in Exhibit G.

(f) Status Reports, Project Testing, Commercial Operation. Provider shall give Host regular updates, on a reasonable schedule requested by Host, on the progress of installation of the Project and shall notify Host of when Provider will commence testing of the Project. Testing shall be conducted in accordance with guidelines, standards and criteria reasonably accepted or followed by photovoltaic solar system integrators in the United States. Host shall have the right to have its representatives present during the testing process, but subject to reasonable written rules and procedures as may be established by Provider and Installer. After Provider has determined, in its reasonable judgment, that the Project meets the requirements of and has been approved for interconnection by the Local Electric Utility, has been installed in accordance with all Applicable Laws, and is capable of producing electricity on a continuous basis for at least four (4) continuous hours, Provider shall notify Host that installation of the Project is complete and shall specify the Commercial Operation Date for the Project, which may be immediately upon delivery of such notice to Host.

(g) Standard of Operation. Provider shall design, obtain permits, install, operate, and maintain the Project so as to keep it in good condition and repair, in compliance with all Applicable Laws and in accordance with the generally accepted practices of the electric industry, in general, and the solar generation industry, in particular. Such work shall be at Provider's sole expense. Except for emergency situations or unplanned outages, Provider shall cause the work to be performed between the hours of 7:00 am and 7:00 pm, Monday through Saturday, in a manner that minimizes interference with Host and Host's employees, visitors, tenants and licensees and their customers to the extent commercially practical. Provider shall, and shall cause its contractors to, keep the Site reasonably clear of debris, waste material and rubbish, and to comply with reasonable safety procedures established by Host for conduct of business on the Site.

(h) Hazardous Materials. Provider and Installer are not responsible for any Hazardous Materials encountered at the Site except to the extent introduced by Provider. Upon encountering any Hazardous Materials, Provider and Installer will stop work in the affected area and duly notify Host and, if required by Applicable Law, any Governmental Authority with jurisdiction over the Site. Upon receiving notice of the presence of suspected Hazardous Materials at the Site, Host shall take all measures required by Applicable Law to address the Hazardous Materials discovered at the Site. Host may opt to remediate the Site so that the Project may be installed on the Site, or determine that it is not economically justifiable or is otherwise impractical to remediate the Site, in which case Host and Provider may agree upon a different location for the Project whereupon such replacement location shall be the Site for purposes of this Agreement. Provider and Installer shall be obligated to resume work at the affected area(s) of the Site only after Host notifies Provider and Installer that Host has complied with all Applicable Laws, and a qualified independent expert provides written certification that (i) remediation has been accomplished as required by Applicable Law and (ii) all necessary approvals have been obtained from any Governmental Authority having jurisdiction over the

Project or the Site. Host shall reimburse Provider for all additional costs incurred by Provider or Installer in the installation of the Project resulting from the presence of and/or the remediation of Hazardous Materials, including demobilization and remobilization expenses. Notwithstanding the preceding provisions, Host is not responsible for any Hazardous Materials introduced to the Site by Provider or Installer, nor is Host required to remediate an affected area if such remediation is deemed to be economically unjustifiable or otherwise impractical. Provider shall not introduce to the Site any Hazardous Materials and, in the event that it does so, shall be solely responsible and liable for remediation in accordance with Applicable Law, and pursuant to the direction of the Host and any Governmental Authority with jurisdiction over the Site.

(i) Site Security. Host will provide security for the Project to the extent of its normal security procedures, practices, and policies that apply to all Host Premises, including the Project. Host will advise Provider immediately upon observing any damage to the Project. Upon request by Provider, such as Provider receiving data indicating irregularities or interruptions in the operation of the Project, Host shall, as quickly as reasonably practicable, send a person to observe the condition of the Project and report back to Provider on such observations. Notwithstanding anything to the contrary, except in the case of gross negligence or willful action/inaction on the part of Host's security, Provider shall bring no claim against Host based upon performance of Host's security personnel.

(j) Provider System Shut Down. Provider may shut down the Project at any time in order to perform required emergency repairs to the Project. At other times, Provider shall give Host notice of the shutdown as may be reasonable in the circumstances. Provider shall not have any obligation to reimburse Host for costs of purchasing electricity that would have been produced by the Project but for such shutdown unless the performance guarantee in Section 5(c) is not met. Provider and Host will agree upon a reasonable shut down duration. Provider shall not schedule shutdowns during peak periods of electric generation and periods when peak energy and demand prices are charged by the Electric Service Provider, except as may be required in accordance with prudent electric industry safety practices in the event of equipment malfunction.

(k) Metering. Provider shall install and maintain a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy provided by the Project and may, at its election, install a utility grade kilowatt-hour (kWh) meter for the measurement of electrical energy delivered by the Local Electric Utility and consumed by Host at the Premises.

(i) Installation. Provider shall maintain and test the meter in accordance with but not limited to Applicable Law and as provided herein. Provider shall ensure that the meter is installed and calibrated correctly to manufacturer and/or utility specifications during commissioning of the Project.

(ii) Measurements. Readings of the meter shall be conclusive as to the amount of electric energy delivered to Host; provided that if the meter is out of service, is discovered to be inaccurate pursuant to Section 4(I)(iii) below, or registers inaccurately, measurement of energy shall be determined by estimating by

reference to quantities measured during periods of similar conditions when meter was registering accurately.

(iii) Testing and Correction.

A. Host's Right to Conduct Tests. Each Party shall have the right to witness each test conducted by or under the supervision of Provider to verify the accuracy of the measurements and recordings of the meter. Provider shall provide at least twenty (20) days prior written notice to Host of the date upon which any such test is to occur. Provider shall prepare a written report setting forth the results of each such test, and shall provide Host with copies of such written report and the underlying supporting documentation not later than thirty (30) days after completion of such test. Provider shall bear the cost of the annual testing of the meter and the preparation of the meter test reports.

B. Standard of Meter Accuracy; Resolution of Disputes as to Accuracy. The following steps shall be taken to resolve any disputes regarding the accuracy of the meter:

(1) If either Party disputes the accuracy or condition of the meter, such Party shall so advise the other Party in writing.

(2) Provider shall, within thirty (30) days after receiving such notice from Host, or Host shall, within such time after having received such notice from Provider, advise the other Party in writing as to its position concerning the accuracy of such meter and state reasons for taking such position.

(3) If the Parties are unable to resolve the dispute through reasonable negotiations, then either Party may cause the meter to be tested by an agreed upon and disinterested third party.

(4) If the meter is found to be inaccurate by not more than two percent (2%), any previous recordings of the meter shall be deemed accurate, and the Party disputing the accuracy or condition of the meter shall bear the cost of inspection and testing of the meter.

(5) If the meter is found to be inaccurate by more than 2% or if such meter is for any reason out of service or fails to register, then (1) Provider shall promptly cause any meter found to be inaccurate to be replaced or adjusted to correct, to the extent practicable, such inaccuracy, (2) the Parties shall estimate the correct amounts of energy delivered during the periods affected by such inaccuracy, service outage or failure to register as provided in Section 4(1)(ii) or (iii), and (3) Provider shall bear the cost of inspection and testing of the meter and reimburse or credit Host if Host was the disputing Party. If as a result of such adjustment the quantity of energy for any period is decreased (such quantity, the "Electricity Deficiency Quantity"), Provider shall reimburse or credit Host for the

amount paid by Host in consideration for the Electricity Deficiency Quantity, and shall bear the cost of inspection and testing of the meter. If as a result of such adjustment the quantity of energy for any period is increased (such quantity, the "Electricity Surplus Quantity"), Host shall pay for the Electricity Surplus Quantity at the price applicable during the applicable period.

(iv) No Duty on Host. Notwithstanding the foregoing, the Parties acknowledge and agree that the Host is under no responsibility or duty to ascertain, to inspect or to otherwise determine whether the meter or any other part of the Project is out of service, is discovered to be inaccurate or registers inaccurate readings; is malfunctioning or is otherwise defective, it being agreed that at all times such responsibility or duty shall remain with the Provider.

(v) Operations Manual: Training of Host Facilities Staff.

Within 60 days of Commercial Operation Date, and prior to Host's acquisition of the Project if Host chooses to exercise the Purchase Option as provided in Section 9 hereof, Provider shall deliver to Host a current operation, maintenance and parts manual for the Project including as-builts stamped by a Massachusetts registered professional engineer. In addition, in either case, Provider will train Host's representative(s) on operations and monitoring (for informational purposes only) and emergency preparedness and response, it being acknowledged by Host that Host shall not operate the Project, except in the case of an emergency where immediate action on the part of the Host is reasonably necessary for the protection of persons or property. In the event of an emergency where immediate action on the part of Host is reasonably necessary for safety reasons, Host may, but is not obligated to, shut down or disconnect the Project and provide notice to Provider as soon as reasonably possible, and in any event within twenty-four (24) hours following such emergency, but otherwise Host shall not be permitted to perform any maintenance or repair on the Project.

(vi) Prevailing Wages. Provider shall pay, and require the Installer and all subcontractors to pay, prevailing wages for the Installation Work on the Project, and comply with all Applicable Law related thereto.

(vii) No Voiding Of Existing Roof Warranties. Provider shall ensure that the Project is designed and constructed so that no existing roof warranty is voided on account of the installation of the Project. Developer shall consult, as may be necessary, with any company that has provided such roof warranty to the Host. Upon request, Host shall provide to Provider a copy of any applicable warranty.

(viii) Display of Production Monitoring Data. Provider shall share with Host a website that displays Solar Project production data, upon the Commercial Operation Date.

5. SALE OF ELECTRIC ENERGY.

(a) Sale of Electricity. Throughout the Operations Period, subject to the terms and conditions of this Agreement, Provider shall sell to Host and Host shall buy from Provider all

electric energy produced by the Project, whether or not Host is able to use all such electric energy. The Point of Delivery of the electric energy shall be as indicated in Exhibit E. Title to and risk of loss with respect to the energy shall transfer from Provider to Host at the Point of Delivery. Provider shall own the Capacity Value of the Project. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host. The interconnection point of Project with the Local Electric Utility shall be indicated in Exhibit E.

(b) Performance Guarantee. Beginning on the Commercial Operation Date and as of each anniversary thereof, if the Project produces less than eighty-five percent (85%) of the applicable Estimated Annual Production specified in Exhibit F, unless, and then only to the extent that, the failure to meet the Estimated Annual Production is due to (a) failure, damage or downtime attributable to third parties or Host, (b) equipment failure or delayed repair of equipment due to the claims process with the equipment manufacturer which are beyond the reasonable control of Provider, (c) a Force Majeure Event, (d) variability due to weather as documented by software used in calculating the Estimated Annual Production, (e) acts or omissions of Host of any of its obligations hereunder, or (f) any Host Requested Shutdown, Provider Safety Shutdown or Project Relocation under Section 10(a), (b), or (c); in its next invoice Provider shall credit Host an amount equal to the product of (i) the positive difference, if any, of the average applicable tariff rate per kWh that Host would have paid for full requirements, delivered electric service from its Local Electric Utility during such period minus the applicable kWh Rate specified in Exhibit A, multiplied by (ii) the difference between the actual Project Output during such 12-month period and eighty-five percent (85%) of the Estimated Annual Production for such period.

6. PAYMENT AND BILLING.

(a) Rates. Host shall pay Provider for electricity produced by the Project at the rates set forth in Exhibit A attached hereto.

(b) Billing. Host shall pay for the electricity produced by the Project monthly in arrears. Promptly after the end of each calendar month, Provider shall provide Host with an invoice setting forth the quantity of electricity produced by the Project in such month, the applicable rates for such, and the total amount due, which shall be the product of the quantities and the applicable rates.

(c) Invoice Delivery. Invoices shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a Business Day or in any other case as of the next Business Day following the day of transmittal); or (v) transmitted by email, addressed as follows:

To Host: City of Marlborough
c/o Dept. of Public Works
Attn: Facilities Division
135 Neil Street
Marlborough, Massachusetts 01752

(d) **Payment.** Host shall pay each invoice within thirty (30) days of receipt of the invoice. Payments shall be made by electronic funds transfer to an account designated by Provider in the invoice or in a written notice delivered to Host. Any amounts not paid when due, including any amounts properly disputed and later determined to be owing, shall accrue interest on the unpaid amount at the rate equal to the lesser of (i) 1% per month, compounded monthly or (ii) the highest rate allowed by applicable law.

(e) **Disputed Invoices.** If Host objects to all or a portion of an invoice, Host shall, on or before the date payment of the invoice is due, (i) pay the undisputed portion of the invoice, and (ii) provide an itemized statement of its objections setting forth in reasonable detail the basis for its objections. If Host does not object prior to the date payment of any invoice is due, Host shall be obligated to pay the full amount of such invoices but Host may subsequently object to such invoice and, if such objection proves to be correct, receive a refund of the disputed amount; provided, however, that Host may not object to any invoice more than eighteen (18) months after the date on which such invoice is rendered. The right to dispute or object to an invoice, shall, subject to the time limitation provided in this Section 6(e), survive the expiration or termination of this Agreement.

7. SUPPLEMENTAL POWER

(a) **Back-up and Supplemental Electricity.** Except as otherwise provided herein, throughout the Term, Host shall be responsible for obtaining all of its requirements for electric energy in excess of the amounts produced by the Project and pay for such service pursuant to contracts with or applicable tariffs of the Local Electric Utility or other Electric Service Provider. Provider shall have no obligation to obtain or pay for such supplemental or back-up electricity.

(b) **Interconnection and Interconnection Fees.** Provider shall be responsible for arranging the interconnection of the Project with Host's Local Electric Utility in a manner which includes bi-directional or "net metering". Provider shall be responsible for all costs, fees, charges and obligations required to connect the Project to the Local Electric Utility distribution system, including but not limited to fees associated with system upgrades and operation and maintenance carrying charges ("Interconnection Obligations"). In no event shall Host be responsible for any Project Interconnection Obligations.

(i) **Net Metering.** The Parties will work cooperatively and in good faith to meet all Net Metering requirements under Applicable Law, the Applicable Solar Program and Local Electric Utility tariffs, including applicable interconnection and metering requirements (e.g., Massachusetts tariff Schedule Z). In the event that the Project produces a production excess,

then the Parties agree that (a) Host shall be entitled to the associated Net Metering Credits, (b) Provider shall transmit such Production Excess into the Local Electric Utility system on behalf of and for the account of Host, and (c) Host (or its designee) shall be entitled to any and all Net Metering Credits issued by the Local Electric Utility resulting from such transmission.

(c) Applicable Solar Program Incentives. Provider shall receive all payments available under any Applicable Solar Program. Host shall provide reasonable assistance to Provider in preparing all applications and other documents necessary for Provider to receive such payments, including designating Provider as the customer for purposes of the Applicable Solar Program or assigning payments from the Applicable Solar Program to Provider. If Host receives any payments under the Applicable Solar Program or other programs in respect of the Project, it shall promptly pay them over to Provider. Host's obligation to make any payments to Provider under this Section 7(c) is limited to any payments actually received by Host.

(d) Ownership of Tax Attributes. Provider (and/or Financing Party) shall be the owner of any Tax Attributes that may arise as a result of the ownership and operation of the Project and shall be entitled to transfer such Tax Attributes to any person. Host shall provide reasonable assistance to Provider in preparing all documents necessary for Provider to receive such Tax Attributes, and if Host is deemed to be the owner of any such Tax Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Tax Attributes, it shall promptly pay them over to Provider.

(e) Environmental Attributes. Except as otherwise provided for under Applicable Law, or Applicable Solar Program rules, or the applicable tariff of the Local Electric Utility, Provider (and/or Financing Party) shall be the owner of any Environmental Attributes that may arise as a result of the operation of the Project and shall be entitled to transfer such Environmental Attributes to any person. If the local electric company is entitled to the Environmental Attributes, Provider shall be entitled to incentive or compensation provided by the Applicable Solar Program in exchange for the Environmental Attributes. Host shall provide reasonable assistance to Provider in completing all documents necessary for Provider to receive such Environmental Attributes, and if Host is deemed to be the owner of any such Environmental Attributes, Host shall assign the same (or the proceeds thereof) to Provider. If Host receives any payments in respect of such Environmental Attributes, it shall promptly pay them over to Provider.

(f) Capacity & Ancillary Services. Provider shall be entitled to receive any payments for electric capacity or ancillary services that may become available as a result of the construction or operation of the Project. Host shall provide reasonable assistance to Provider in completing all documents necessary for Provider to receive such payments, and if Host is deemed to be the owner or provider of such capacity or services, Host shall assign the same to Provider. If Host receives any payments in respect of capacity or such services it shall promptly pay them over to Provider.

(g) Neither Party is a Utility. Neither Party shall assert that the other Party is an electric utility or public service company or similar entity that has a duty to provide service, is

subject to rate regulation, or is otherwise subject to regulation by any governmental authority as a result of Provider's and Host's obligations or performance under this Agreement.

8. PERMITS, OWNERSHIP OF PROJECT, LIENS, MORTGAGES

(a) Permits. Provider shall pay for and obtain all approvals from governmental entities and/or electric utility companies necessary for the construction and operation of the Project, including land use permits, building permits, demolition and waste disposal permits and approval.

(b) Project Ownership. Except as provided in Section 9, Provider or Financing Party shall be the legal and beneficial owner of the Project at all times. The Project is personal property and shall not attach to or be deemed a part of, or fixture to, the Site. The Project shall at all times retain the legal status of personal property as defined under Article 9 of the Uniform Commercial Code. Host covenants that it will place all persons having an interest in or lien upon the real property comprising the Premises, on notice of the ownership of the Project and the legal status or classification of the Project as personal property. Host and/or Provider shall make any necessary filings to disclaim the Project as a fixture of its respective Premises and Site in the appropriate Land Registry to place all interested parties on notice of the ownership of the Project by Provider.

(c) Liens. To the extent permitted by Applicable Law, each Party shall not directly or indirectly cause, create, incur, assume or suffer to exist any mortgage, pledge, lien, (including mechanics', labor or materialman's lien), charge, security interest, encumbrance or claim of any nature, including claims by governmental authorities for taxes (collectively referred to as "Liens") and each, individually, a "Lien") on or with respect to the interests of the other in the Site, the Premises, and the Project, and in the Access Rights granted hereunder. Provider shall, to the extent allowed under Applicable Law, have Installer execute lien waivers with respect to any mechanic's or materialman's lien against Host's interest in the Site. If permitted under Applicable Law, Host will post notices of non-responsibility to notify Installer and others that Host is not responsible for work performed on the Project. Each Party shall promptly notify the other of the imposition of a Lien on the property interests of the other Party, and shall promptly discharge such lien, provided however, that a Party may seek to contest the amount or validity of any Lien affecting the property of the other Party, provided it timely complies with all procedures for contesting such Lien, posts any bond or other security necessary under such procedures, and if such procedures do not require the posting of security, the Party establishes for the benefit of the other Party a deposit, letter of credit, or other security acceptable to the other Party to indemnify the other Party against any Loss which could reasonably be expected to arise if such Lien is not removed or discharged.

(d) Non Disturbance Agreements. Host shall pay for and obtain all consents required for it to enter into and perform its obligations under this Agreement from its lenders, landlord, tenants, and any other persons with interests in the Site. If there is any mortgage or fixture filing against the Premises which could reasonably be construed as prospectively attaching to the Project, Host shall promptly upon request of Provider, provide an acknowledgement and consent

from such lienholder, in form and substance reasonably acceptable to Provider (and/or Financing Party), stating that the ownership of the Project remains in Provider and further acknowledging that the Project is personal property of Provider and agreeing not to disturb the rights of Provider in the Project and under this Agreement. If Host is the fee owner of the Premises, Host consents to the filing of a disclaimer of the Project as a fixture of the Premises in the Land Registry. If Host is not the fee owner, Host will obtain such consent from such owner of the Premises. Such acknowledgment and consents, or acceptable notices thereof, shall be recorded, at Host's expense, in the appropriate Land Registry. Host may in the future mortgage, pledge, and grant security interests in all or a portion of the Site and the improvements thereon, provided the mortgagee or other grantee of the encumbrance acknowledges this Agreement, the Project, the Access Rights granted hereunder, and the priority of Provider's (and/or Financing Party's) rights in the Project and the Access Rights.

9. PURCHASE OPTIONS; REMOVAL AT END OF TERM.

(a) Early Purchase Option. Host shall have the option to purchase the Project at intervals listed in Exhibit B, consistent with the greater of either (i) the applicable value identified in Exhibit B or (ii) the Fair Market Value of the System as determined by mutual agreement of Host and Provider; provided, however, if Host and Provider cannot agree to a Fair Market Value within twenty (20) days after Host has exercised its option, the Parties shall select a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project. If Host desires to exercise this option, it shall no later than ninety (90) days prior to the applicable anniversary date notify Provider of its election to exercise the option, and on or before such anniversary date shall pay the purchase price to Provider.

(b) End of Term Purchase Option. Host shall have the right to purchase the Project from Provider at the expiration of the Operations Period at the then Fair Market Value of the Project. No earlier than twelve months prior to the expiration of such Operations Period and no later than nine (9) months prior to the expiration of the Operations Period, Host shall notify Provider of its intent to exercise the option. Within ninety-one (91) days of its receipt of such notice, Provider shall give Host its appraisal of the Fair Market Value of the Project at the end of the Term. Host may, but is not obligated to, accept such appraisal. If Host does not accept such appraisal within ten (10) days of receiving the appraisal from Provider, the Parties shall meet to discuss the appraisal. If they are unable to reach agreement within twenty (20) days of the Host's receipt of the appraisal from Provider, the Parties will engage and share the costs equally of a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project consistent with the terms of the transaction. Notwithstanding the foregoing, in the event that Provider enters into a sale/leaseback transaction in connection with funding the installation of the Project, the process of determining the Fair Market Value of the Project in this Agreement shall be undertaken by a nationally recognized independent appraiser with experience and expertise in the solar photovoltaic industry acting reasonably and in good faith to determine the Fair Market Value of the Project and shall be undertaken consistently with the terms of such

transaction so that the process for determining Fair Market Value under this Agreement shall be the same as provided in the agreements for such sale/leaseback transaction.

(c) Transfer of Ownership. Upon Host's notice that it elects to exercise the option set forth in either Section 9(a) or 9(b) above, Provider shall prepare and deliver to Host a set of records on the operation and maintenance history of the Project, including a summary of known defects. Upon payment of the purchase price, Provider shall deliver, or cause to be delivered, to Host a bill of sale conveying the Project to Host. Such bill of sale shall not contain any warranties other than a warranty against any defects in title arising through Provider. Provider shall use all reasonable efforts to transfer any remaining manufacturer's warranties on the Project, and any applicable Environmental Attributes if legally able, or portions thereof, to Host.

(d) Operation & Maintenance After Sale. Prior to the effective date of Host's purchase of the Project under Section 9(a) or 9(b), Host and Provider shall discuss entering into an operation and maintenance agreement under which Provider shall perform all or a portion of the operation and maintenance requirements of the Project following Host's purchase of the Project. However, neither Party shall be under an obligation to enter into such an agreement.

(e) No Survival of Purchase Option. The options for Host to purchase the Project under Sections 9(a) and 9(b) shall not survive the termination of this Agreement.

(f) Removal of Project at Expiration. Subject to Host's exercise of its purchase option under Section 9(a) or 9(b), upon the expiration or earlier termination of the Agreement, Provider shall, at Provider's expense, remove all of its tangible property comprising the Project from the Premises on a mutually convenient date but in no case later than sixty (60) days after the Expiration Date. The Premises shall be returned to its original condition except for ordinary wear and tear. If the Project is to be located on a roof, then in no case shall Provider's removal of the Project affect the integrity of Host's roof, which shall be as leak proof as it was prior to installation of Project (other than ordinary wear and tear). For purposes of Provider's removal of the Project, Host's covenants pursuant to Section 16 shall remain in effect until the date of actual removal of the Project. Provider shall leave the Premises in neat and clean order. If Provider fails to remove or commence substantial efforts to remove the Project by such agreed upon date, Host shall have the right, at its option, to remove the Project to a public warehouse or storage facility within a reasonable distance from the Site, if Provider has identified same and entered into an agreement to pay any and all costs for System storage, and restore the Premises to its original condition (other than ordinary wear and tear) at Provider's reasonable cost. If the Provider fails to remove the Project within one hundred (100) days, Host shall have the right, upon written notice to the Provider, to draw on the financial assurance to reimburse Host for reasonable costs it incurs in removing the Project and restoring the Premises.

(g) Decommissioning Assurance. No later than the beginning of the nineteenth (19th) year of the Operations Period, Provider shall establish the Decommissioning Assurance, and shall select the form and amount of such Decommissioning Assurance, subject to the approval of Host, not to be unreasonably withheld, conditioned or delayed. Failure to timely establish and/or fund in accordance with this paragraph such Decommissioning Assurance shall constitute

a Provider Event of Default, for which the Host shall be entitled to exercise any of the remedies for default afforded under Section 19

(g) Provider shall post City's Notice of Non-Responsibility on the Premises as required by the City.

10. SHUTDOWNS, RELOCATION; CLOSURE OR SALE OF SITE.

(a) Host Requested Shutdown. Host from time to time may request Provider to temporarily stop operation of the Project for a period no longer than thirty (30) days or a predetermined date mutually agreed upon by both the Host and Provider, such request to be reasonably related to Host's activities in maintaining and improving the Site. During any such shutdown period (but not including periods of Force Majeure), Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project during the period of the shutdown; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced during the period of the shutdown; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project during the period of the shutdown. Determination of the amount of energy that would have been produced during the period of the shutdown shall be based, during the first Operations Year, on estimated levels of production and, after the first Operations Year, based on actual operation of the Project during the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology. For the purpose of this clause, the Parties agree that during years 4 through 20 (but not years 1 through 3) of the Term of the Agreement, Host shall be afforded a total of fifteen (15) days which may be used consecutively or in periods of at least twenty-four hours each ("Allowed Disruption Time") during which the Project shall be rendered non-operational by Provider. Host shall not be obligated to make payments to Provider for electricity not received during the Allowed Disruption Time, nor shall Host be required to reimburse Provider for any other lost revenue during the Allowed Disruption Time, including any lost revenue associated with any reduced sales of Environmental Attributes and Tax Attributes.

(b) Provider Safety Shutdown. In addition to the right of Provider to shut down the Project for maintenance as provided in Section 4(j), Provider may shutdown the Project if Provider, in the exercise of reasonable judgment, believes Site conditions or activities of persons on a Site, which are not under the control of Provider, whether or not under the control of Host, may interfere with the safe operation of the Project. Provider shall give Host notice of a shutdown immediately upon becoming aware of the potential for such conditions or activities. Provider and Host shall cooperate and coordinate their respective efforts to restore Site conditions so as to not interfere with the safe operation of the Project and to reduce, to the greatest extent practicable, the duration of the shutdown. If a shutdown pursuant to this Section 10(b) continues for one hundred and eighty (180) days or longer, Provider may terminate this Agreement and require Host to pay the Early Termination Amount.

(c) Project Relocation. Host may request to move the Project to another location on the Site or to another site owned by Host, but any such relocation shall be subject to the approval of Provider and Financing Party in each of their sole discretion but not to be unreasonably withheld provided the alternate location is structurally sufficient and capable of substantially equivalent electric generation. In connection with such relocation, Host shall execute an amendment to this Agreement reflecting the new location of the Project but otherwise continuing all the terms and conditions of this Agreement for the remaining term of this Agreement. Host shall also provide any consents or releases required by Provider in connection with the new location. Host shall pay all costs associated with the removal and relocation of the Project, including installation and testing costs and interconnection costs. In addition, during the Relocation Event, Host will pay Provider an amount equal to the sum of (i) payments that Host would have made to Provider hereunder for electric energy that would have been produced by the Project following the Relocation Event; (ii) revenues that Provider would have received with respect to the Project under the Applicable Solar Program and any other assistance program with respect to electric energy that would have been produced following the Relocation Event; and (iii) revenues from Environmental Attributes and Tax Attributes that Provider would have received with respect to electric energy that would have been produced by the Project following the Relocation Event. Determination of the amount of energy that would have been produced following the Relocation Event shall be based, during the first Operations Year, on the estimated levels of production and, after the first Operations Year, based on actual operation of the Project in the same period in the previous Operations Year, unless Provider and Host mutually agree to an alternative methodology.

(d) Premises Shutdown; Interconnection Deactivated. In the event Premises are closed as a result of an event that is (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider, Host shall be excused for the period of deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery. If an interconnection with the Local Electric Utility becomes deactivated for reasons that are (i) a Force Majeure Event or (ii) caused by or related to any unexcused action or inaction of Provider such that the Project is no longer able to produce electricity or transfer electricity to its respective Premises or to the Local Electric Utility, Host will be excused for the period of Interconnect deactivation from paying Provider for all electricity produced by the Project on the Premises and delivered to the Point of Delivery

(e) Sale of Site. In the event Host transfers (by sale, lease or otherwise) all or a portion of its interest in the Site, Host shall remain primarily liable to Provider for the performance of the obligations of Host hereunder notwithstanding such transfer. However, if no Host Event of Default has occurred and is continuing and the transferee is acceptable to Provider and Financing Party in their sole discretion and executes agreements assuming this Agreement in form and substance satisfactory to Provider and Financing Party in their sole discretion, Host may be released from further obligations under this Agreement.

11. TAXES.

(a) Income Taxes. Provider shall be responsible for any and all income taxes associated with payments from Host to Provider for electric energy from the Project. Provider (and/or Financing Party), as owner of the Project, shall be entitled to all Tax Attributes with respect to the Project.

(b) Sales Taxes. Host shall be responsible for all applicable taxes, fees, and charges, including sales, use, and gross receipts taxes, imposed or authorized by any Governmental Authority on the sale of electric energy by Provider to Host. Host shall timely report, make filings for, and pay any and all such taxes assessed directly against it by any Governmental Authority. Provider shall notify Host in writing with a detailed statement of such amounts, which shall be invoiced by Provider and Host shall reimburse Provider for any and all such taxes assessed against and paid by Provider.

(c) Property Taxes. Provider shall be responsible for ad valorem personal property or real property taxes levied against the Project. If Host is assessed any taxes related to the existence of the Project on the Premises, Host shall immediately notify Provider. Host and Provider shall cooperate in contesting any such assessment; provided, however, that Host shall pay such taxes to avoid any penalties or interest on such Taxes, subject to reimbursement by Provider. If after resolution of the matter, such tax is imposed upon Host related to the improvement of real property by the existence of the Project on the Site, Provider shall reimburse Host for such tax. Provider and Host intend to enter into a Payment In Lieu Of Taxes agreement.

(d) Tax Contests. Each Party has the right to contest taxes in accordance with Applicable Law and the terms of encumbrances against the Site. In no event shall either Party postpone during the pendency of an appeal of a tax assessment the payment of taxes otherwise due except to the extent such postponement in payment has been bonded or otherwise secured in accordance with Applicable Law.

(e) Reimbursement Deadline. Any reimbursement of taxes owing pursuant to this Section 11 shall be paid within twenty (20) Business Days of receiving an invoice from the Party who paid the taxes.

12. INSURANCE.

(a) Coverage. Host and Provider shall each maintain the insurance coverage set forth in Exhibit G in full force and effect throughout the Term. Host and Provider shall also provide any additional insurance which may be required from time to time by any legal or regulatory authority affecting the Premises or operation of the Project.

(b) Insurance Certificates. Each Party shall furnish current certificates indicating that the insurance required under this Section 12 is being maintained. Each Party's insurance policy provided hereunder shall contain a provision whereby the insurer agrees to give the other Party written notice before the insurance is cancelled or materially altered.

(c) Certain Insurance Provisions. Each Party's insurance policy shall be written on an occurrence basis, and Provider shall include the Host as an additional insured as its interest may appear. Each Party's insurer shall waive all rights of subrogation against the other Party except in the case of such Party's negligence or willful misconduct.

(d) Insurance Providers. All insurance maintained hereunder shall be maintained with companies approved to do business in Massachusetts, and rated no less than A- as to Policy Holder's Rating in the current edition of Best's Insurance Guide (or with an association of companies each of the members of which are so rated).

13. COOPERATION; SOLAR ACCESS; FUTURE IMPROVEMENTS.

(a) Cooperation. The Parties acknowledge that the performance of each Party's obligations under this Agreement will frequently require the assistance and cooperation of the other Party. Each Party therefore agrees, in addition to those provisions in this Agreement specifically providing for assistance from one Party to the other, that it will at all times during the Term cooperate with the other Party and provide all reasonable assistance to the other Party to help the other Party perform its obligations hereunder.

(b) Host to Not Restrict Solar Access. Host, or any lessee, grantee or licensee of Host, shall not erect any structures on, or make other modifications to, or plantings on, the Site which will interfere with the construction, operation or maintenance of, or solar access of, the Project.

(c) Adjoining Properties. If Applicable Law and existing easements do not ensure that structures or plantings on adjoining property will not interfere with the solar access for the Project, then Host and Provider shall work together to obtain from owners of adjoining properties any easements reasonably necessary to protect the solar access of the Project. Such easements shall run for the benefit of both Host and Provider. Provider shall pay for the expense of obtaining such easements, including payments to property owners and legal costs, but the rates payable by Host for electric energy from the Project shall be increased by an amount sufficient for Provider to fully amortize such costs, over a period equal to the lesser of (i) ten years or (ii) the remaining term of this Agreement without regard to Host's option to purchase the Project.

14. PRESS RELEASES

(a) Goodwill and Publicity. Neither Party shall use the name, trade name, service mark, or trademark of the other Party in any promotional or advertising material without the prior written consent of such other Party. The Parties shall coordinate and cooperate with each other when making public announcements related to the execution and existence of the Agreement, and each Party shall have the right to promptly review, comment upon, and approve any publicity materials, press releases, or other public statements by the other Party that refer to, or that describe any aspect of, the Agreement; provided that no such publicity releases or other public statements (except for filings or other statements or releases as may be required by Applicable Law) shall be made by either Party without the prior written consent of the other

Party. At no time will either Party acquire any rights whatsoever to any trademark, trade name, service mark, logo or other intellectual property right belonging to the other Party. Notwithstanding the foregoing, Host agrees that Provider may, at its sole discretion, take photographs of the installation process of the Project and/or the completed Project, and Provider shall be permitted to use such images (regardless of media) in its marketing efforts, including but not limited to use in brochures, advertisements, websites and news outlet or press release articles. The images shall not include any identifying information without Host permission and the installation site shall not be disclosed beyond the type of establishment (such as "Retail Store," "Distribution Center," or such other general terms), the city and state. Only Provider has the exclusive right to claim that (i) electric energy provided to Host was generated by the Project, (ii) Provider is responsible for the reductions in emissions of pollution and greenhouse gases resulting from the generation of such electric energy and (iii) Provider is entitled to all credits, certificates, registrations, etc., evidencing or representing any of the foregoing except as otherwise expressly provided in this Agreement.

15. INDEMNIFICATION.

(a) Provider Indemnification. Provider shall indemnify, defend and hold Host and its directors, officers, employees, agents, students, volunteers, and invitees ("Host's Indemnified Parties"), harmless from and against all Losses incurred by the Host Indemnified Parties to the extent arising from or out of the following: (i) any claim for or arising out of any injury to or death of any Person or loss or damage to property to the extent arising out of negligence or willful misconduct of Provider or Installer (including any of their contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party); (ii) violation of Applicable Law by Provider or Installer (including any of their contractors, subcontractors, shareholders, directors, officers, employees, agents, and invitees, and Financing Party); (iii) any failure to properly interconnect or comply with the procedures of the Local Electric Utility or Applicable Law; or (iv) any failure to properly handle or dispose of any Hazardous Materials brought onto the Site by Provider or Installer or any of their employees, agents, volunteers, and invitees. Such duty to indemnify with respect to any injuries to persons or damage to property arising from the generation of electricity from the Project shall not extend to incidents occurring on Host's side of the Point of Delivery except to the extent caused by incidents on Provider's side of the Point of Delivery. Such duty to indemnify shall not apply to any action or claim, whether in tort (including negligence and strict liability), contract or otherwise for any loss, injury, or costs resulting from interruptions in service. Provider shall not be obligated to indemnify Host or any Host Indemnified Party for any Loss to the extent such Loss is due to the negligence or willful misconduct of Host or any Host Indemnified Party.

(b) Host Indemnification. The Parties agree that Host does not provide in this Agreement any express or implied indemnifications to Provider. Provider does not waive and retains any rights available to it under M. G. L. c. 258 or other Applicable Law for (i) any claim for or arising out of any injury to or death of any person or loss or damage to property to the extent arising out of Host's negligence or willful misconduct; (ii) Host's violation of Applicable Law; or (iii) the existence of or failure to properly handle or dispose of any Hazardous Materials on the Site other than

Hazardous Materials brought on to the Site by Provider or any of Provider's employees, agents, contractors, volunteers or visitors.

(c) Notice of Claims. Whenever any claim arises for indemnification under this Agreement, the Indemnified Person shall notify the Indemnifying Party in writing as soon as possible (but in any event prior to the time by which the interest of the Indemnifying Party will be materially prejudiced as a result of its failure to have received such notice) after the Indemnified Person has knowledge of the facts constituting the basis for such claim (the "Notice of Claim"). Such Notice of Claim shall specify all facts known to the Indemnified Person giving rise to the indemnification right and the amount or an assessment of the amount of the liability arising therefrom.

(d) Defense of Claims. The Indemnifying Party has the right, but not the obligation to assume the defense of the matter for which indemnification is sought hereunder. If the Indemnifying Party does not assume the defense, it shall timely pay all costs of counsel and case expenses incurred by the Indemnified Person in connection with the defense, when and as incurred. If the Indemnifying Party assumes the defense, the Indemnified Person has the right to hire its own counsel to defend it, but the Indemnified Person shall be responsible for the reasonable costs of such counsel. The Indemnifying Party shall not consent to the entry of any judgment or enter into any settlement with respect to the matter for which indemnification is sought without the prior written consent of the Indemnified Person (which consent shall not be unreasonably withheld) unless the judgment or settlement involves the payment of money damages only and does not require the acknowledgement of the validity of any claim.

(e) Payments. At the time that the Indemnifying Party makes any indemnity payments under this Agreement, the indemnification payment shall be adjusted such that the payment will result in the Indemnified Person receiving an indemnity payment equal to the Loss after taking into account (i) all federal, state, and local income taxes that are actually payable to the Indemnified Person with respect to the receipt of such payment and (ii) all national, state, and local tax deductions allowable to the Indemnified Person for any items of loss and deduction for which the Indemnified Party is being indemnified.

(f) Survival of Indemnification. The obligations of indemnification hereunder shall survive termination of this Agreement.

16. REPRESENTATIONS AND WARRANTIES.

(a) Mutual Representations. Each Party hereby represents and warrants to the other, as of date hereof, that:

(i) Organization. It is duly organized, validly existing and in good standing under the laws of its state of incorporation and of the state in which the Premises are located, respectively, and has the power and authority to enter into this Agreement and to perform its obligations hereunder.

(ii) No Conflict. The execution and delivery of this Agreement and the performance of and compliance with the provisions of this Agreement will not conflict with or constitute a breach of or a default under (1) its organizational documents; (2) any agreement or other obligation by which it is bound; (3) any law or regulation.

(iii) Enforceability. (1) All actions required to be taken by or on the part of such Party necessary to make this Agreement effective have been duly and validly taken; (2) this Agreement has been duly and validly authorized, executed and delivered on behalf of such Party; and (3) this Agreement constitutes a legal, valid and binding obligation of such Party, enforceable in accordance with its terms, subject to laws of bankruptcy, insolvency, reorganization, moratorium or other similar laws.

(iv) No Material Litigation. There are no court orders, actions, suits or proceedings at law or in equity by or before any governmental authority, arbitral tribunal or other body, or threatened against or affecting it or brought or asserted by it in any court or before any arbitrator of any kind or before or by any governmental authority that could reasonably be expected to have a material adverse effect on it or its ability to perform its obligations under this Agreement, or the validity or enforceability of this Agreement.

(b) Host Representations. In addition to the representations and warranties in Section 16(a), Host hereby represents and warrants to Provider, as of date hereof, that:

(i) Condition of Premises. Host has provided to Provider Host's records of the physical condition of the Premises, for informational purposes only, without certifying accuracy or completeness. If it is discovered that the actual site conditions on part of, or on the entire Premises upon which all or part of the Project are to be installed, are materially different from the records presented by Host and from conditions reasonably visible to Provider during site visits prior to executing this Agreement, then if practicable the rates payable by Host hereunder shall be adjusted to compensate Provider for the cost of design and construction changes and delays incurred to adapt the Project to the unknown conditions. If such adjustment is not practicable, Provider shall have other rights under this Agreement.

17. **FORCE MAJEURE.**

(a) Excuse for Force Majeure Event. Except as provided in Section 17(b) or otherwise specifically provided in this Agreement, neither Party shall be considered in breach of this Agreement or liable for any delay or failure to comply with this Agreement, if and to the extent that such delay or failure is attributable to the occurrence of a Force Majeure Event; provided that the Party claiming relief as a result of the Force Majeure Event shall promptly (i) notify the other Party in writing of the existence and details of the Force Majeure Event; (ii) exercise all reasonable efforts to minimize delay caused by such Force Majeure Event; (iii) notify the other Party in writing of the cessation of such Force Majeure Event; and (iv) resume performance of its obligations hereunder as soon as practicable thereafter.

(b) No Excuse for Payment for Prior Services. Excepting a Force Majeure Event which impacts business or banking transactions nationally or globally, in which case such obligations shall be suspended but not excused, obligations to make payments for services provided prior to the Force Majeure Event shall not be excused by a Force Majeure Event.

(c) Restoration. In the event of a casualty event, to the extent that such casualty event is attributable to the occurrence of a Force Majeure Event, which destroys all or a substantial portion of the Premises, Host shall elect, within ninety (90) days of such event, whether it will restore the Premises, which restoration will be at the sole expense of Host. If Host does not elect to restore the Premises, then Provider shall not restore the Project and this Agreement will terminate. If Host does elect to restore the Premises, Host shall provide notice of such election to Provider and Provider shall then elect, within ninety (90) days of receipt of such notice, whether or not to restore the Project, subject to the Parties agreeing on a schedule for the restoration of the Premises and an equitable extension to the Term of this Agreement. If the Parties are not able to so agree or if Provider does not elect to restore the Project, Provider shall promptly remove any portions of the Project remaining on the Premises, and this Agreement shall terminate. If Provider does elect to restore the Project, it shall do so at its sole expense. In the event of termination of this Agreement pursuant to this Section 17(c), (i) the Parties shall not be released from any payment or other obligations arising under this Agreement prior to the casualty event; and (ii) the confidentiality provisions of Section 14, the indemnity obligations under Section 15, and the dispute resolution provisions of Section 23 shall continue to apply notwithstanding the termination of this Agreement.

(d) Termination for Force Majeure Event. Notwithstanding anything to the contrary in this Section 17, if nonperformance on account of a Force Majeure Event continues beyond a continuous period of three hundred and sixty-five (365) days, then either Party shall have the right to terminate this Agreement upon thirty (30) days notice to the other. Upon such termination, Provider shall be required to decommission and remove the Project from the applicable Site in accordance with the provisions of Section 9(f) (unless there has been a casualty event, in which case the provisions of clause (c) above shall apply to the removal of the Project). In the event of such a termination of this Agreement with respect to the Project, the Parties shall not be released from any payment or other obligation arising under this Agreement which accrued prior to the shutdown of the Project or the Premises, and the indemnity, confidentiality and dispute resolution provisions of this Agreement shall survive the termination of this Agreement.

18. CHANGE IN LAW.

In the event there is a Change in Law that is applicable to the operation of the Project, the sale of electric energy produced by the Project, or any other obligation of the Provider hereunder, and compliance with the Change in Law results in an increase in Provider's costs to operate and/or maintain the Project, Provider will submit to Host and PowerOptions within 60 days a written notice setting forth (i) the applicable Change in Law; (ii) the manner in which such Change in Law increases Provider's costs; and (iii) Provider's proposed adjustment to the then

applicable and future rates for electric energy in this Agreement to reflect such increases in costs. Host agrees to an adjustment in the then applicable and future prices such that the new prices compensate Provider for the total cost increase arising from the Change in Law and said adjustment will remain in effect for as long as the costs arising from the Change in Law continue to be incurred by the Provider; provided, however any such increase shall be no greater than ten percent (10%) of the prices set forth in Exhibit A for the Term of this Agreement.

19. PROVIDER DEFAULT AND HOST REMEDIES.

(a) Provider Events of Default. Provider shall be in default of this Agreement if any of the following ("Provider Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Provider under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Host identifying the defect.

(ii) Abandonment During Installation. After commencement of installation of the Project, Provider abandons installation of the Project for thirty (30) days and fails to resume installation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has abandoned installation of the Project.

(iii) Failure to Operate. After the Commercial Operation Date, Provider fails to operate the Project for a period of 90 days which failure is not due to equipment failure, or damage to the Project, act of governmental authority or local electric distribution company, or exercise of Provider's rights under this Agreement, or otherwise excused by the provisions of Section 17(b) (relating to Force Majeure Events); and Provider fails to resume operation within thirty (30) days after receipt of notice from Host stating that, in Host's reasonable determination, Provider has ceased operation of the Project, provided, however, that the cure period shall be extended by the number of calendar days during which Provider is prevented from taking curative action if Provider had begun curative action and was proceeding diligently, using commercially reasonable efforts, to complete such curative action.

(iv) Obligation Failure. Provider fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to make payment when due or maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Host identifying the failure.

(v) Insolvency. Provider (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or is generally

unable, to pay its debts as such debts become due; (C) makes a general assignment for the benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Provider in an involuntary case under bankruptcy law or seeking to dissolve Provider under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Financing Party Opportunity to Cure; Host Remedies. Upon a Provider Event of Default, provided that Provider or Financing Party does not cure such Event of Default by Provider, Host may terminate this Agreement, seek to recover damages for costs of replacement electricity and pursue any and all other remedies available at law or equity.

20. HOST DEFAULT AND PROVIDER REMEDIES.

(a) Host Events of Default. Host shall be in default of this Agreement if any of the following ("Host Events of Default") shall occur:

(i) Misrepresentation. Any representation or warranty by Host under Section 16, is incorrect or incomplete in any material way, or omits to include any information necessary to make such representation or warranty not materially misleading, and such defect is not cured within fifteen (15) days after receipt of notice from Provider identifying the defect.

(ii) Obstruction. Host unreasonably obstructs commencement of installation of the Project or fails to take any actions necessary for the interconnection of the Project, or fails to take electric energy produced by the Project, and fails to correct such action within fifteen (15) days after receiving written notice from Provider with respect to such act or omission.

(iii) Payment Failure. Host fails to make any payment due under the terms of this Agreement, and fails to make such payment within ten (10) days after receipt of notice thereof from Provider.

(iv) Obligation Failure. Host fails to perform any obligation hereunder, such failure is material, such failure is not excused by the provisions of Section 17(b) (relating to Force Majeure Events), and such failure is not cured within: (A) ten (10) days if the failure involves a failure to maintain required insurance; or (B) sixty (60) days if the failure involves an obligation other than payment or the maintenance of insurance, after receipt of notice from Provider identifying the failure.

(v) Insolvency. Host (A) applies for or consents to the appointment, or the taking of possession by, a receiver, custodian, trustee or liquidator of itself or a substantial portion of its property; (B) admits in writing its inability, or be generally unable, to pay its debts as such debts become due; (C) makes a general assignment for the

benefit of its creditors; (D) commences a voluntary case under any bankruptcy law; (E) files a petition seeking to take advantage of any other law relating to bankruptcy, insolvency, reorganization, winding up, or composition or readjustment of debts; (F) acquiesces in, or fails to contest in a timely manner, any petition filed against Host in an involuntary case under bankruptcy law or seeking to dissolve Host under other Applicable Law; or (G) takes any action authorizing its dissolution.

(b) Default Damages. Upon a Host Event of Default, Provider may terminate this Agreement and require Host to pay to Provider the Early Termination Amount; or continue to operate the Project and sell electricity produced by the Project to persons other than Host, and recover from Host any documented loss in revenues resulting from such sales versus the amount of revenues to be earned under this Agreement; and/or pursue other remedies available at law or in equity. If necessary to sell electricity to persons other than Host, Host shall allow Provider to add a new meter dedicated to the solar Project, change the point of interconnection, and/or will support Provider with necessary approvals to change the Schedule Z. After Provider's receipt of such Early Termination Amount pursuant to this Section 20(b), Provider shall collect no additional damages resulting from lost revenues from sales of electricity from the Project.

(c) Survival of Access Rights and Lease. Upon a Host Event of Default, unless Host pays the Early Termination Amount to Provider in full thus terminating this PPA, Provider may, in its exercise of remedies pursuant to Section 20(b), make continued use of, and Host may not terminate: (i) the access rights granted in Section 3 for access to and use of the Site in connection with Provider's use of the Premises; and (ii) the Lease referenced in Section 3(f), and Provider's use of such rights and interests shall continue until the twentieth (20th) anniversary of the Commercial Operation Date as shall the duties of Provider to decommission the facility in accordance with Section 9(f). Provider shall not be obligated to pay any rent or other consideration for the use of such rights or interests.

21. COLLATERAL ASSIGNMENT, FINANCING PROVISIONS.

(a) Financing Arrangements. Provider shall not sell, transfer or assign (collectively, an "Assignment") this Agreement or any interest therein, without the prior written consent of Host, which shall not be unreasonably withheld, conditioned or delayed, provided, however that Provider may mortgage, pledge, grant security interests, assign, or otherwise encumber its interests in this Agreement to any persons providing financing for the Project. Further, Host acknowledges that Provider may obtain construction financing for the Project from a third party and that Provider may either obtain term financing secured by the Project or sell or assign the Project to a Financing Party or may arrange other financing accommodations from one or more financial institutions and may from time to time refinance, or exercise purchase options under, such transactions. Host acknowledges that in connection with such transactions Provider may secure Provider's obligations by, among other collateral, an assignment of this Agreement and a first security interest in the Project. In order to facilitate such necessary sale, conveyance, or financing, and with respect to any lender or lessor, as applicable, Host agrees as follows:

(i) Consent to Collateral Assignment. Host hereby consents to both the sale of the Project to a Financing Party and the collateral assignment to the Financing Party of the Provider's right, title and interest in and to this Agreement.

(ii) Rights of Financing Party. Notwithstanding any contrary term of this Agreement:

(A) Step-In Rights. The Financing Party, as owner of the Project, or as collateral assignee of this Agreement, shall be entitled to exercise, in the place and stead of Provider, any and all rights and remedies of Provider under this Agreement in accordance with the terms of this Agreement. The Financing Party shall also be entitled to exercise all rights and remedies of owners or secured parties, respectively, generally with respect to this Agreement and the Project;

(B) Opportunity to Cure Default. The Financing Party shall have the right, but not the obligation, to pay all sums due under this Agreement and to perform any other act, duty or obligation required of Provider hereunder or cause to be cured any default of Provider hereunder in the time and manner provided by the terms of this Agreement. Nothing herein requires the Financing Party to cure any default of Provider under this Agreement or (unless the Financing Party has succeeded to Provider's interests under this Agreement) to perform any act, duty or obligation of Provider under this Agreement, but Host hereby gives it the option to do so;

(C) Exercise of Remedies. Upon the exercise of remedies, including any sale of the Project by the Financing Party, whether by judicial proceeding or under any power of sale contained therein, or any conveyance from Provider to the Financing Party (or any assignee of the Financing Party as defined below) in lieu thereof, the Financing Party shall give notice to Host of the transferee or assignee of this Agreement. Any such exercise of remedies shall not constitute a default under this Agreement;

(D) Cure of Bankruptcy Rejection. Upon any rejection or other termination of this Agreement pursuant to any process undertaken with respect to Provider under the United States Bankruptcy Code, at the request of Financing Party made within ninety (90) days of such termination or rejection, Host shall enter into a new agreement with Financing Party or its assignee having substantially the same terms and conditions as this Agreement.

(iii) Right to Cure.

(A) Cure Period. Host will not exercise any right to terminate or suspend this Agreement unless it shall have given the Financing Party prior written notice of its intent to terminate or suspend this Agreement, as required by this Agreement, specifying the condition giving rise to such right, and the Financing Party shall not have caused to be cured the condition giving rise to the

right of termination or suspension within thirty (30) days after such notice or (if longer) the periods provided for in this Agreement; provided that if such Provider default reasonably cannot be cured by the Financing Party within such period and the Financing Party commences and continuously pursues cure of such default within such period, such period for cure will be extended for a reasonable period of time under the circumstances, such period not to exceed an additional sixty (60) days. The Parties' respective obligations will otherwise remain in effect during any cure period.

(B) Continuation of Agreement. If the Financing Party or its assignee (including any purchaser or transferee), pursuant to an exercise of remedies by the Financing Party, shall acquire title to or control of Provider's assets and shall, within the time periods described in Section 21(a)(iii)(A) above, cure all defaults under this Agreement existing as of the date of such change in title or control in the manner required by this Agreement and which are capable of cure by a third person or entity, then such Person shall no longer be in default under this Agreement, and this Agreement shall continue in full force and effect.

(b) Financing Party a Third Party Beneficiary. Host agrees and acknowledges that Financing Party is a third party beneficiary of the provisions of this Section 21.

(c) Entry to Consent to Assignment. Host agrees to (i) reasonably execute any consents to assignment or acknowledgements, provided any such assignment does not impair Host's rights under this Agreement and (ii) provide such opinions of counsel as may be reasonably requested by Provider and/or Financing Party in connection with such financing or sale of the Project.

22. LIMITATIONS ON DAMAGES.

EXCEPT AS EXPLICITLY PROVIDED IN THIS AGREEMENT (including, without limitation, in Sections 10, 19(b) and 20(b)), NEITHER PARTY NOR ANY OF ITS INDEMNIFIED PERSONS SHALL BE LIABLE TO THE OTHER PARTY OR ITS INDEMNIFIED PERSONS FOR ANY SPECIAL, PUNITIVE, EXEMPLARY, INDIRECT, OR CONSEQUENTIAL DAMAGES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT.

23. DISPUTE RESOLUTION.

(a) Negotiation Period. The Parties shall negotiate in good faith and attempt to resolve any dispute, controversy or claim arising out of or relating to this Agreement (a "Dispute") within 30 days after the date that a Party gives written notice of such Dispute to the other Party.

(b) Jurisdiction, Venue, and Jury Trials. If despite the efforts, if any, to negotiate, the Parties do not resolve the Dispute within the negotiation period described above, then each Party irrevocably consents to the exclusive jurisdiction of the state and federal courts sitting in Massachusetts, in connection with any action related to the Dispute. Each Party agrees that process may be served upon it in any manner authorized by law and that it waives all objections which it might otherwise have to such jurisdiction and process. Further, each Party irrevocably waives all of its rights to a trial by jury with respect to any such action.

(c) Survival of Dispute Provisions. The provisions of this Section 23 and Section 25 shall survive any termination of this Agreement and shall apply (except as provided herein) to any disputes arising out of this Agreement.

24. NOTICES.

Delivery of Notices. All notices or other communications which may be or are required to be given by any Party to any other Party pursuant to this Agreement shall be in writing and shall be either (i) delivered by hand; (ii) mailed by first-class, registered or certified mail, return receipt requested, postage prepaid; (iii) delivered by a recognized overnight or personal delivery service; (iv) transmitted by facsimile (such transmission to be effective on the day of receipt if received prior to 5:00 pm local time on a business day or in any other case as of the next business day following the day of transmittal); or (v) transmitted by email if receipt of such transmission by email is specifically acknowledged by the recipient (automatic responses not being sufficient for acknowledgement), addressed as follows:

If to Host:

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

With a copy to: legal@marlborough-ma.gov

If to Provider:

Solect Energy Development, LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices
Email: _____
Facsimile: _____

Notices shall be effective when delivered (or in the case of email, when acknowledged by the recipient) in accordance with the foregoing provisions, whether or not (except in the case of email transmission) accepted by, or on behalf of, the Party to whom the notice is sent.

Each Party may designate by Notice in accordance with this section to the other Party a new address to which any notice may thereafter be given.

25. MISCELLANEOUS.

(a) Governing Law. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts including principles of good faith and fair dealing that will apply to all dealings under this Agreement.

(b) Rules of Interpretation. Section headings are for convenience only and shall not affect the interpretation of this Agreement. References to sections are, unless the context otherwise requires, references to sections of this Agreement. The words "hereto", "hereof" and "hereunder" shall refer to this Agreement as a whole and not to any particular provision of this Agreement. The word "person" shall include individuals; partnerships; corporate bodies (including but not limited to corporations, limited partnerships and limited liability companies); non-profit corporations or associations; governmental bodies and agencies; and regulated utilities. The word "including" shall be deemed to be followed by the words "without limitation". In the event of any conflict between the text of this Agreement and the contents of an Exhibit hereto, the text of this Agreement shall govern.

(c) Severability. If any non-material part of this Agreement is held to be unenforceable, the rest of the Agreement will continue in effect. If a material provision is determined to be unenforceable and the Party which would have been benefited by the provision does not waive its unenforceability, then the Parties shall negotiate in good faith to amend the Agreement to restore to the Party that was the beneficiary of such unenforceable provision the benefits of such provision. If the Parties are unable to agree upon an amendment that restores the Party's benefits, the matter shall be resolved under Section 23, and the court will modify the unenforceable provision in order to restore to the Party that was the beneficiary of the unenforceable provision the economic benefits of such provision.

(d) Amendment and Waiver. This Agreement may only be amended by a writing signed by both Parties. Any waiver of any of the terms hereof shall be enforceable only to the extent it is waived in a writing signed by the Party against whom the waiver is sought to be enforced. Any waiver shall be effective only for the particular event for which it is issued and shall not constitute a waiver of a subsequent occurrence of the waived event nor constitute a waiver of any other provision hereof, at the same time or subsequently.

(e) Assignment. Except as provided in Section 21(a), neither Party may assign, sell, transfer or in any other way convey its rights, duties or obligations under this Agreement, either in whole or in part, without the prior written consent of the other Party which consent shall not be unreasonably withheld or delayed, except that without consent of Host, Provider (i) may assign its rights and obligations hereunder to an Affiliate of Provider and (ii) may sell or collaterally assign this Agreement in accordance with Section 21. For purposes of this Section 25(e), transfer does not include any sale of all or substantially all of the assets of Provider or Host or any merger of Provider or Host with another person, whether or not Provider or Host is

the surviving entity from such merger, or any other change in control of Provider or Host, provided any such surviving entity assumes all obligations of Provider or Host, as appropriate, under this Agreement.

(f) No Joint Venture. This Agreement does not create a joint venture, partnership or other form of business association between the Parties.

(g) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Delivery of signature by fax, or scan delivered by email, receipt acknowledged, or electronic signature are effective to bind a Party hereto.

(h) Relation of the Parties. The relationship between Provider and Host shall not be that of partners, agents, or joint ventures for one another, and nothing contained in the Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including federal income tax purposes. Provider and Host, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

(i) CORI. With respect to Projects to be installed at Massachusetts public schools, the Host shall have the right to conduct a check of the Criminal Offender Record Information (CORI) maintained by the Massachusetts Criminal History Board, and the Massachusetts Sex Offender Record Information (SORI) maintained by the Massachusetts Sex Offender Registry Board, for any officer or employee of the Provider or Installer, or of a subcontractor of the Provider or Installer, who will work at the Premises. Provider shall provide to Host the names and identification of all such persons. Notwithstanding any other provision of the Agreement, the Host may refuse to allow any such employee to work on the project if the Host, in its sole discretion, determines that such employee is not suitable for work on the project based on the results of such CORI or SORI. The Host shall keep such information in a confidential file. With respect to Projects to be installed at public schools in other states, similar criminal offender and sex offender information maintained by the state shall apply, and Host shall have discretion regarding employment of such registered offenders.

(j) Notwithstanding anything in this Agreement to the contrary, Host shall have no obligation to assign to Provider any right or interest which gives the Provider greater rights or interests in the Premises or any other property owned or controlled by the Host than the rights and interests contemplated in this Agreement.

(rest of page left blank intentionally – signatures appear on next page)

IN WITNESS WHEREOF, intending to be legally bound hereby, Provider and Host have executed this Power Purchase Agreement as of the date first set forth above.

Select Energy Development, LLC a Massachusetts Limited Liability Corporation

By: _____

Name (printed): _____

Title: _____

HOST, City of Marlborough

FOR THE CITY OF MARLBOROUGH

BY:

By: Arthur G. Vigeant

Title: Mayor

Date: _____

DEPARTMENT HEAD:

By: John L. Ghiloni

Title: Commissioner of Public Works

ACKNOWLEDGMENT OF LEASE:

By: Diane Smith

Title: City Auditor

By: Brian Doheny

Title: Comptroller/Treasurer

**CERTIFICATION AS TO
PROCUREMENT LAW:**

By: Beverly J. Sleeper, MCPPO

Title: Chief Procurement Officer

Procurement Law: M.G.L. c. 164, § 134

**APPROVED AS TO FORM BY LEGAL
COUNSEL:**

Jason D. Grossfield
Title: City Solicitor
OR

Jason M. Piques
Title: Assistant City Solicitor

GLOSSARY OF TERMS

“Access Rights” means the rights provided in this Agreement for Provider and its designees, including Installer, to enter upon and cross the Site to install, operate, maintain, repair and remove the Project, and to interconnect the Project with the Local Electric Utility and to provide water, electric and other services to the Project.

“Affiliate” means, as to any Person, any other Person which, directly or indirectly, is in control of, is controlled by, or is under common control with, such Person. For purposes of this definition, “control” of a Person means the power, directly or indirectly, to direct or cause the direction of the management and policies of such Person whether by contract or otherwise.

“Agreement” means this Power Purchase Agreement, including all exhibits attached hereto, as the same may be amended from time to time in accordance with the provisions hereof.

“Applicable Law” means any constitutional provision, law, statute, rule, regulation, ordinance, treaty, order, decree, judgment, decision, certificate, holding, injunction, registration, license, franchise, permit, authorization, or guideline issued by a Governmental Authority that is applicable to a Party to this Agreement or the transaction described herein. Applicable Law also includes an approval, consent or requirement of any Governmental Authority having jurisdiction over such Party or its property, enforceable at law or in equity.

“Applicable Solar Program” means the state laws, rules, and regulations that govern the solar incentives, rights and obligations (e.g., SRECs), as may be amended from time to time, by the authorities having legal jurisdiction where the Project will be installed and where the benefits will be realized.

“Business Day” means a day other than Saturday, Sunday, or other day on which commercial banks in New York City are authorized or required by law to be closed.

“Capacity Value” means such capacity value as determined by market rules established by ISO-NE. Provider is the owner of the capacity value of the Project and shall have the right to participate in ISO-NE’s Forward Capacity market at their discretion through an aggregator or as an ISO-NE Market Participant. The Provider shall sell the capacity of the Project into the Forward Capacity Market (FCM) by the later of twelve (12) months from the Commercial Operation Date or the first date available to participate in the Forward Capacity Auction (FCA); if not, the Provider relinquishes ownership of the Capacity Value of the Project to the Host.

“Change in Law” means that after the date of this Agreement, an Applicable Law is amended, modified, nullified, suspended, repealed, found unconstitutional or unlawful, or changed or affected in any material respect by any Applicable Law. Change in Law does not include changes in federal or state income tax laws. Change in Law does include material changes in the interpretation of an Applicable Law.

“Commercial Operation Date” means the date, which shall be specified by Provider to Host pursuant to Section 4(d), when the Project is physically complete and has successfully

completed all performance tests and satisfies the interconnection requirements of the Local Electric Utility.

“Construction Start Date” means day within 180 days from the date of this Agreement.

“Decommissioning Assurance” means financial security in the form of an escrow account, letter of credit, bond or other form of security reasonably acceptable to the Parties, in a sufficient amount to cover removal of the Project from the Premises and restoring the Premises to substantially its pre-construction condition existing on the Commencement Date, ordinary wear and tear excepted, as certified by an engineer or other qualified professional registered to practice in the Commonwealth of Massachusetts..

“Delay Liquidated Damages” means the daily payment of (i) \$0.250/day/kW if Provider fails to achieve the Commercial Operation Date by the Guaranteed Commercial Operation Date.

“Dispute” means a controversy or claim arising out of or relating to this Agreement.

“Early Termination Amount” means an amount determined in accordance with Exhibit B, as of the applicable anniversary date set forth thereon, which includes all lost revenues from the sale or utilization of electrical energy, Environmental Attributes, or Tax Attributes.

“Electric Service Provider” means any person, including the Local Electric Utility, authorized by the State of Massachusetts to provide electric energy and related services to retail users of electricity in the area in which the Site is located.

“Environmental Attributes” means Renewable Energy Certificates, carbon trading credits, emissions reductions credits, emissions allowances, green tags, Green-e certifications, or other entitlements, certificates, products, or valuations attributed to the Project and its displacement of conventional energy generation, or any other entitlement pursuant to any federal, state, or local program applicable to renewable energy sources, whether legislative or regulatory in origin, as amended from time to time, and excluding, for the avoidance of doubt, any Tax Attributes and the Applicable Solar Program.

“Estimated Annual Production” means the annual estimate of electricity generated by the Project for any given year. The Estimated Annual Production for each year of the Term is set forth in Exhibit F.

“Expiration Date” means the date on which the Agreement terminates by reason of expiration of the Term.

“Fair Market Value” means the price that would be paid in an arm’s length, free market transaction, in cash, between an informed, willing seller and an informed, willing buyer (who is neither a lessee in possession nor a used equipment or scrap dealer), neither of whom is under compulsion to complete the transaction, taking into account, among other things, the age and

performance of the Project and advances in solar technology, provided that installed equipment shall be valued on an installed basis and costs of removal from a current location shall not be a deduction from the valuation.

“Financing Party” means a Project Lessor or Lender.

“Force Majeure Event” means any act or event that prevents the affected Party from performing its obligations in accordance with this Agreement, if such act or event is beyond the reasonable control, and not the result of the fault or negligence, of the affected Party and such Party had been unable to overcome such act or event with the exercise of due diligence (including the expenditure of reasonable sums). Subject to the foregoing, Force Majeure Event may include but are not limited to the following acts or events: (i) natural phenomena, such as storms, hurricanes, floods, lightning and earthquakes; (ii) explosions or fires arising from lightning or other causes unrelated to the acts or omissions of the Party seeking to be excused from performance; (iii) acts of war or public disorders, civil disturbances, riots, insurrection, sabotage, epidemic, terrorist acts, or rebellion; and (iv) strikes or labor disputes. Force Majeure Events shall not include equipment failures or acts or omissions of agents, suppliers or subcontractors, except to the extent such acts or omissions arise from a Force Majeure Event. Changes in prices for electricity shall not constitute Force Majeure Events.

“Governmental Authority” means any international, national, federal, provincial, state, municipal, county, regional or local government, administrative, judicial or regulatory entity operating under any Applicable Laws and includes any department, commission, bureau, board, administrative agency or regulatory body of any government.

“Guaranteed Commercial Operation Date” means 180 days from the Construction Start Date, which shall be extended day-by-day for Force Majeure Events and for other events outside of Provider’s reasonable control.

“Hazardous Materials” means all hazardous or toxic substances, wastes or other pollutants, including petroleum, petroleum hydrocarbons or petroleum products, petroleum by-products, radioactive materials, asbestos or asbestos-containing materials, gasoline, diesel fuel, pesticides, radon, urea formaldehyde, lead or lead-containing materials, polychlorinated biphenyls; and any other chemicals, materials, substances or wastes in any amount or concentration which are now included in the definition of “hazardous substances,” “hazardous materials,” “hazardous wastes,” “extremely hazardous wastes,” “restricted hazardous wastes,” “toxic substances,” “toxic pollutants,” “pollutants,” “regulated substances,” “solid wastes,” or “contaminants” or words of similar import, under any Applicable Law.

“Host” means and all successors and assigns.

“Indemnified Person” means the person who asserts a right to indemnification under Section 15.

“Indemnifying Party” means the Party who has the indemnification obligation under Section 15 to the Indemnified Person.

“Initial Period” has the meaning provided in Section 2.

“Installation Work” means the construction and installation of the Project and the start-up, testing and acceptance (but not the operations and maintenance) thereof, all performed by or for Provider at the Premises.

“Installer” means Solect Energy Development, LLC, the person designated by Provider to install the Project on the Premises.

“Land Registry” means the office where real estate records for the Site are customarily filed.

“Lender” means persons providing construction or permanent financing to Provider in connection with installation of the Project.

“Liens” has the meaning provided in Section 8(c).

“Local Electric Utility” means the entity authorized and required under Applicable Law to provide electric distribution service to Host at the Site.

“Losses” means any and all losses, liabilities, claims, demands, suits, causes of action, judgments, awards, damages, cleanup and remedial obligations, interest, fines, fees, penalties, costs, and expenses (including all attorney’s fees and other costs and expenses incurred in defending any such claims or matters or in asserting or enforcing any indemnity obligation).

“Net Metering” means the process of measuring the difference between electricity delivered by a Local Electric Utility to a customer and electricity generated by a solar system and fed back to the Local Electric Utility, as set forth in Applicable Law.

“Net Metering Credit” shall mean the monetary value of the excess electricity generated by a Project, and credited to the Host by the Local Electric Utility, as set forth in Applicable Law.

“Operations Period” has the meaning provided in Section 2.

“Operations Year” means a twelve month period beginning at 12:00 am on an anniversary of the Commercial Operations Date and ending at 11:59 pm on the day immediately preceding the next anniversary of the Commercial Operations Date, provided that the first Operations Year shall begin on the Commercial Operations Date.

“Party” means either Host or Provider, as the context shall indicate, and “Parties” means both Host and Provider.

“Point of Delivery” has the meaning set forth in Section 5(a) and Exhibit E.

“Premises” means the portions of the Site described on Exhibit D.

“Project” means an integrated system for the generation of electricity from solar energy consisting of the photovoltaic panels and associated equipment to be installed on each of the Premises in accordance with this Agreement.

“Project Lessor” means, if applicable, any Person to whom Provider transferred the ownership interest in the Project, subject to a leaseback of the Project from such Person.

“Provider” means Solect Energy Development, LLC.

“Relocation Event” means the relocation of the Project, starting at the shutdown of the Project pursuant to such relocation, and ending at the commercial operation of the Project when such relocated Project is reinstalled at a new location, as determined by the Provider in its reasonable discretion.

“Renewable Energy Certificate” or “REC” means a certificate, credit, allowance, green tag, or other transferable indicia, howsoever entitled, created by an applicable program or certification authority indicating generation of a particular quantity of energy, or product associated with the generation of a megawatt-hour (MWh) from a renewable energy source by a renewable energy Project.

“Site” means the real property described on Exhibit C attached hereto.

“Tax Attributes” means the investment tax credits (including any grants or payments in lieu thereof) and any tax deductions or other benefits under the Internal Revenue Code or applicable federal, state, or local law available as a result of the ownership and operation of the Project or the output generated by the Project (including, without limitation, tax credits (including any grants or payments in lieu thereof) and accelerated and/or bonus depreciation.)

“Term” shall have the meaning provided in Section 2 hereof.

EXHIBIT A

ENERGY PURCHASE PRICES

As set forth below, the \$/kWh rate will be established upon receipt of the SMART Statement of Qualification from the SMART Solar Program Administrator, on behalf of the Massachusetts Department of Energy Resources. Upon receipt, Provider shall forward a copy to Host, confirming the applicable SMART Block and PPA Rate.

SMART Block 9	SMART Block 10
.11	.12

¹ The price/kWh reflects an annual Payment In Lieu of Taxes (PILOT) amount in the amounts shown on Exhibit B. In the event that the contracted annual PILOT amount differs from the amount in Exhibit B, the Parties agree to adjust the price/kWh in Exhibit A, "Energy Purchase Prices", to reflect the difference in tax payments from the amount assumed in Exhibit B.

² The price/kWh reflects 2020 Installation and the corresponding Federal Investment Tax Credit value.

EXHIBIT A-1
Payment Schedule and Amounts

Fiscal Tax Year July 1-June 30	August 1 Payment	November 1 Payment	February 1 Payment	May 1 Payment
Year 1	898	898	898	898
Year 2	876	876	876	876
Year 3	854	854	854	854
Year 4	832	832	832	832
Year 5	812	812	812	812
Year 6	791	791	791	791
Year 7	771	771	771	771
Year 8	752	752	752	752
Year 9	733	733	733	733
Year 10	715	715	715	715
Year 11	697	697	697	697
Year 12	680	680	680	680
Year 13	663	663	663	663
Year 14	646	646	646	646
Year 15	630	630	630	630
Year 16	614	614	614	614
Year 17	599	599	599	599
Year 18	584	584	584	584
Year 19	569	569	569	569
Year 20	555	555	555	555

EXHIBIT B

EARLY TERMINATION AMOUNTS

Year of System Term	Early Termination	Early Purchase
1	\$1,252,578	N/A
2	\$1,200,409	N/A
3	\$939,615	N/A
4	\$912,597	N/A
5	\$844,112	N/A
6	\$774,221	N/A
7	\$702,838	\$617,067
8	\$670,014	N/A
9	\$635,511	N/A
10	\$599,225	\$505,500
11	\$561,045	N/A
12	\$520,855	N/A
13	\$480,214	N/A
14	\$437,406	N/A
15	\$392,293	\$283,641
16	\$344,733	N/A
17	\$297,295	N/A
18	\$257,888	N/A
19	\$216,870	N/A
20	\$174,175	\$48,217

EXHIBIT C

DESCRIPTION OF SITE

Marlborough High School
431 Bolton Street, Marlborough
Map 30/Block 12

Five parcels of land situated in Marlborough, County of Middlesex, Commonwealth of Massachusetts, Parcel 1, containing 2.69 acres more or less, Parcel 2 containing .41 acres more or less, Parcel 3 containing 36.29 acres more or less, Parcel 4 containing 18.13 acres more or less, and Parcel 5 containing 4.52 acres more or less, all being shown on a plan of land entitled:

"Plan of Land in Marlborough, Mass., scale 1" = 60', Date: August 22, 1972," Paul A. Sharon Comm. of D.P.W., Surveyed by Highland Land Surveyors, Inc., 24 Maple Street, Marlboro, Mass. John D. Costedio, (Reg. Land Surveyor) recorded with the Middlesex South Registry of Deeds as Plan 1033 of 1973.

For The City of Marlborough's title, see Order of Taking recorded with the South Middlesex Registry of Deeds in Book 12507, Page 396.

EXHIBIT D

DESCRIPTION OF PREMISES

The Premises and the Access Areas shall mean the Site. Locations where solar equipment will be installed and accessed including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site depicted in Site Plan below. The Project will be combined and connected to Host's existing main electric equipment, interconnected to the utility network behind the existing utility meter.

Site Plan – SED – Marlborough High School – 4125 – 299.3 kW DC – 200 kW AC
431 Bolton St, Marlborough, MA 01752

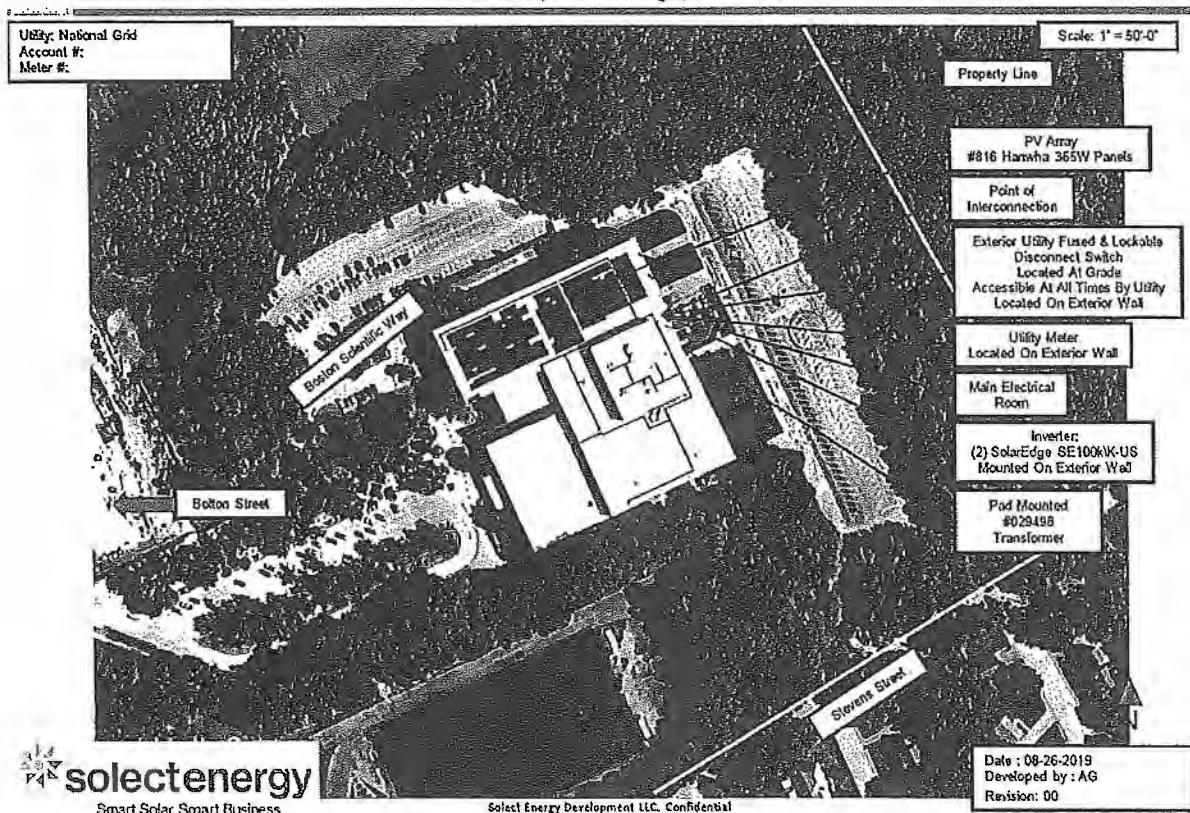


EXHIBIT E

DESCRIPTION OF PROJECT

The Project will be comprised of a series of solar photovoltaic equipment and parts integrated to the main electric service at the building, behind the utility meter, and interconnected to the local utilities distribution system. Main equipment components of the Project include:

Roughly 820 x 365W Tier 1 Solar modules or equivalent

Roughly 2 x SolarEdge solar inverters or equivalent

Ecolibrium or equivalent solar racking equipment

Rapid shutdown system

Solar kWh meter and monitoring system, connected to Host-provided internet service

Combiners, Disconnects, Switches, Pipe and Wire and Balance of System materials integrated to

Equipment quantities, brands, specifications and ratings may change during course of the project

EXHIBIT F

ESTIMATED ANNUAL PRODUCTION

Estimated Annual Production commencing on the Commercial Operation Date with respect to System under the Agreement shall be as follows:

Year of System Term	Estimated Production (kWh)	Year of System Term	Estimated Production (kWh)
1	346,290	11	327,709
2	344,386	12	325,906
3	342,491	13	324,114
4	340,608	14	322,331
5	338,734	15	320,558
6	336,871	16	318,795
7	335,019	17	317,042
8	333,176	18	315,298
9	331,343	19	313,564
10	329,521	20	311,839

The values set forth in the table above are estimates (and not guarantees), of approximately how many kWhs are expected to be generated annually by the System.

EXHIBIT G

INSURANCE REQUIREMENTS

1. General Liability

(a) Both Host and Provider will have a minimum level of commercial general liability insurance for the term of the Power Purchase Agreement of one million dollars (\$1,000,000) for each occurrence, and two million dollars (\$2,000,000) in the aggregate. Insurance coverage shall be at least as broad as the Insurance Services Office (ISO) Commercial General Liability Coverage "occurrence" form, with no coverage deletions. Provider shall maintain an umbrella policy in the minimum amount of (\$5,000,000) five million dollars. Provider's insurance shall be primary and non-contributory.

(b) The Provider's general liability insurance coverage shall include broad form property damage liability, products/completed operations liability and broad form contractual liability. The completed operations coverage shall be maintained for a period of two (2) years after Substantial Completion.

2. Workers' Compensation

Host will have Workers' Compensation insurance indicating compliance with any applicable labor codes, acts, laws or statutes, state or federal, at the Site where the work is performed. Employers' Liability insurance shall not be less than \$1,000,000 for injury or death each accident.

3. Property Loss

Provider shall carry adequate property loss insurance on the Project which need not be covered by the Host's property coverage. The amount and terms of insurance coverage will be determined at Provider's sole discretion, but not less than \$1,000,000/\$2,000,000.

4. Professional Liability Insurance

Provider or its subcontractors shall carry Professional Liability insurance covering errors and omissions, not less than \$1,000,000 each occurrence and \$1,000,000 aggregate limit.

5. Additional Insurance Provisions

Host shall furnish Provider with certificates of insurance and endorsements of all required insurance as currently maintained by Host, as may be reasonably requested, including for

purposes of compliance with any Applicable Law or Local Electric Utility affecting the Premises or operation of the Project. Insurance required by the Local Electric Utility shall not be canceled except after (30) days prior written notice has been given to the Local Electric Utility.

5. Additional Installation Contractor Requirements

Installation contractors will have valid commercial general liability, workers compensation, and business auto insurance as follows:

- Commercial general liability insurance will be in the following amounts: \$1,000,000 for each occurrence and \$2,000,000 aggregate.
- Workers compensation insurance or self-insurance indicating compliance with any applicable labor codes, laws or statutes, state or federal, where Installer performs work.
- Auto coverage not less than 1 million dollars (\$1,000,000) each accident for bodily injury and property damage, and 1 million dollars (\$1,000,000) in the aggregate.
- Excess liability insurance on an occurrence basis covering claims (on at least a following form basis) in excess of the underlying insurance for Commercial General Liability, Auto Liability and Employers' Liability with a minimum limit per occurrence of one million dollars (\$1,000,000) and one million dollars (\$1,000,000) in the aggregate. The amounts of insurance required for Commercial General Liability, Auto Liability, Employers' Liability and Excess Liability may be satisfied by Installer purchasing coverage in the amounts specified or by any combination of primary and excess insurance, so long as the total amount of insurance meets the requirements specified above.
- Installer's insurance shall include the City of Marlborough as an additional insured and shall be primary and non-contributory.

EXHIBIT H
FORM OF LEASE

This Lease (the "Lease" or the "Agreement") is made and entered into as of _____, _____, by and between City of Marlborough, Massachusetts ("Host"), and Solect Energy Development, LLC, ("Solect" or "Provider") a Limited Liability Company located in Hopkinton, Massachusetts (together, the "Parties").

WHEREAS, Host and Provider have entered into a Power Purchase Agreement dated as of _____, _____, (the "PPA") and pursuant to such agreement Host has agreed to provide Provider with rights to access and use certain portions of Host's property located at **431 Bolton Street, Marlborough, Massachusetts 01752**. All terms used herein which are not otherwise defined shall have the meanings set forth in the PPA.

NOW, THEREFORE, in consideration of the premises, the covenants set forth herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows.

1. **Premises and Related Rights.** Effective _____, 2019, Host hereby leases to Provider, in accordance with the terms and conditions set forth in the Power Purchase Agreement dated on or about the date hereof between Host and Provider ("PPA" or "Agreement"), the Premises. Host hereby also grants to Provider, for a period co-terminus with the Lease, a non-exclusive right-of-way to access the Premises across or through any surrounding or nearby properties owned or leased by Host, passage through which is necessary or convenient to install or gain access to the Project or the Premises provided same does not interfere with Host or any of Host's contractors, employees, students, invitees or public officials. Provider shall be responsible to determine, as part of its due diligence following the Effective Date, the availability and suitability of such access. Notwithstanding the foregoing, access to the Premises for the installation of the Project shall be in accordance with a schedule to be agreed upon by the Parties, and access to the Project after installation shall be permitted only upon advance notice to Host, except in the event of an emergency posing a threat to the public health and safety.

2. **Project Construction, Installation and Operation.**

(a) Host hereby consents to the construction of the Project by Provider on the Premises, including, without limitation, solar panels, mounting substrates or supports, wiring and connections, power inverters, service equipment, metering equipment and utility interconnections. The Project shall be designed, engineered, and constructed in accordance with the standards, terms and conditions set forth in the Agreement.

(b) Provider shall also have the right from time to time during the term hereof with reasonable care and subject to the standards, terms and conditions of the Agreement:

- (i) to install and operate the Project on the Premises;
 - (ii) to maintain, clean, repair, replace and dispose of part or all of any Project (in the case of replacement and disposal, with Host's written consent);
 - (iii) to add or remove any parts of the Project (with Host's written consent);
- and
- (iv) to perform (or cause to be performed) all tasks necessary or appropriate, as reasonably determined by Provider, to carry out the activities set forth in this Section 2.

(c) Host acknowledges that the installation of all or a portion of the Project will require installation and physically mounting and adhering parts of the Project to the building, structure and fixtures appurtenant to the Premises and consents to such mounting or adhering, as applicable, provided the same is done in accordance with and subject to the terms of the Agreement, including adherence to roof warranty requirements. Should the installation, operation or removal of the Project cause damages to the Premises, Provider shall be responsible to repair the Premises according to the terms of the Agreement to the condition the same were in on the date hereof, normal wear and tear excepted.

3. Project and Output Ownership.

(a) Host acknowledges and agrees that Provider or one of its affiliates is the exclusive owner and operator of the Project, and that all equipment comprising the Project shall remain the personal property of Provider and shall not become fixtures.

(b) Host acknowledges that Provider is the exclusive owner of electric energy generated by the Project and owner of all environmental attributes and tax attributes attributable to the Project.

4. Representations and Warranties, Covenants of Host.

(a) Host's Title to Premises. Host represents that Host has lawful title to (or a valid leasehold interest in) the Premises and that, so long as Provider is not in breach of the Agreement and subject to such conditions as are contained therein, Provider shall have quiet and peaceful possession of the Premises free from any claim of any entity or person of superior title thereto without hindrance to or interference with or molestation of Provider's quiet enjoyment thereof, throughout the term of this Lease.

(b) No Interference With and Protection of Project. Other than the activities that Host presently conducts at and about the Premises, and subject to requirements of Applicable Laws and according to the terms of the Agreement, Host will not conduct discretionary activities

on, in or about the Premises, the Building or the Premises that have a reasonable likelihood of causing material damage, impairment or otherwise materially and adversely affecting the Project.

(c) Utilities. Provider shall be responsible for paying for Station Power during the term of this Lease. For purposes of this Lease "Station Power" shall mean electric energy consumed in the start-up and operation of the Project, which is distinct from the alternating current output of the Project.

(d) Insolation. Subject to the requirements of Applicable Law, Host shall not construct or permit to be constructed any structure on the Premises that could materially and adversely affect Insolation levels, or emit or permit the emission of suspended particulate matter, smoke, fog or steam or other air-borne impediments to Insolation other than those that may be emitted from the normal operation of the buildings presently located on or about the Premises or from vehicular traffic.

(e) Notice. Each Party shall notify the other within twenty-four (24) hours following the discovery by it of any material malfunction of the Project or interruption in the supply of electricity from the Project. Each Party shall designate and advise the other Party of personnel to be notified in the event of such an emergency. Host shall have no duty or obligation to monitor, observe or check upon the Project or its operation; Host shall have the right, but not the obligation, to address any emergency condition arising from the Project that Host in good faith believes presents or will likely present a threat to public health and safety; and any good faith failure of Host to provide the notification required in this paragraph shall not constitute a default or breach of the Agreement by Host.

5. Representations and Warranties, Covenants of Provider.

(a) Hazardous Materials. In addition to the other terms and conditions of the Agreement concerning Hazardous Materials, Provider shall not introduce or use any hazardous, toxic or dangerous materials on, in or under the Premises in violation of any applicable law or regulation. If Provider becomes aware of any such hazardous, toxic or dangerous materials, Provider shall promptly notify Host of the type and location of such materials in writing. Provider agrees to assume full responsibility for (and protect, indemnify and defend Host against) any liability or cleanup obligations for any contamination or pollution or breach of environmental laws related to the use of any hazardous, toxic or dangerous materials on, in or under the Building or the Premises that are attributable to the willfully negligent actions of Provider.

(b) Regulatory Status. Provider represents and warrants that it is not a public service company, electric company, or electric distribution company as defined under the laws of the commonwealth of Massachusetts.

6. Term and Termination. The term of this Lease shall be coterminous with the PPA (the "Term"), including any extensions thereof, but in no case more than thirty (30) years from the date of execution of this Agreement by both parties. Upon expiration or earlier

termination of the Agreement, unless the Agreement is extended by agreement of the Parties in accordance with any terms allowing for the same in the PPA, Provider shall remove the Project and any part thereof, at Provider's expense, and shall repair any damage caused by the Project or its removal except for normal wear and tear and Host shall allow Provider access to the Premises for such purposes. Should the Parties agree to transfer Project ownership through a Purchase Agreement, Provider will not remove the Project from the Premises.

7. **Taxes.** Provider and Host intend to enter in to a Payment In Lieu of Taxes agreement.

8. **Casualty or Condemnation.** As provided in Section 17(c) of the PPA, in the event the Premises shall be so damaged or destroyed so as to make the use of the Premises impractical as determined by Host and Provider, Host shall determine whether to repair the damage to the Premises and return the Premises to its condition prior to such damage or destruction, subject to the availability of insurance proceeds dedicated to such purpose, and shall so notify Provider upon such determination. In the event of an award related to eminent domain or condemnation of all or part of the Premises, each Party shall be entitled to take from such an award that portion as allowed by law for its respective property interest appropriated.

9. **Architectural, Engineering, Construction or Attorney's Fees.** If Host determines that Provider is in material breach of this Lease, Host shall treat such breach as a Provider Event of Default and may proceed in accordance with the provisions of Section 19(a)(iv), subject to any Financing Party's rights in Section 21(a)(ii) and (iii). If Host or any Financing Party, as the case may be, fails to cure such material breach of this Lease and Host makes any expenditures, including but not limited to architectural, engineering, construction or attorney's fees or incurs any obligations for the payment of money in connection with any Provider material breach of this Lease,, such costs shall be reimbursed to Host by Provider upon ten (10) days advanced written notice, in addition to any other damages incurred by Provider on account of such material breach.

10. **Recording.** This Lease shall not be recorded, but Host and Provider shall execute a recordable form Notice of Lease complying with Massachusetts law and satisfactory to Provider, to be recorded at Provider's sole expense.

In WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

GRANTOR: City of Marlborough

By: _____

Name: _____

Title: Mayor _____

GRANTEE: Solect Energy Development, LLC

By: _____

Name: _____

Title: _____

SITE and PREMISES DESCRIPTION

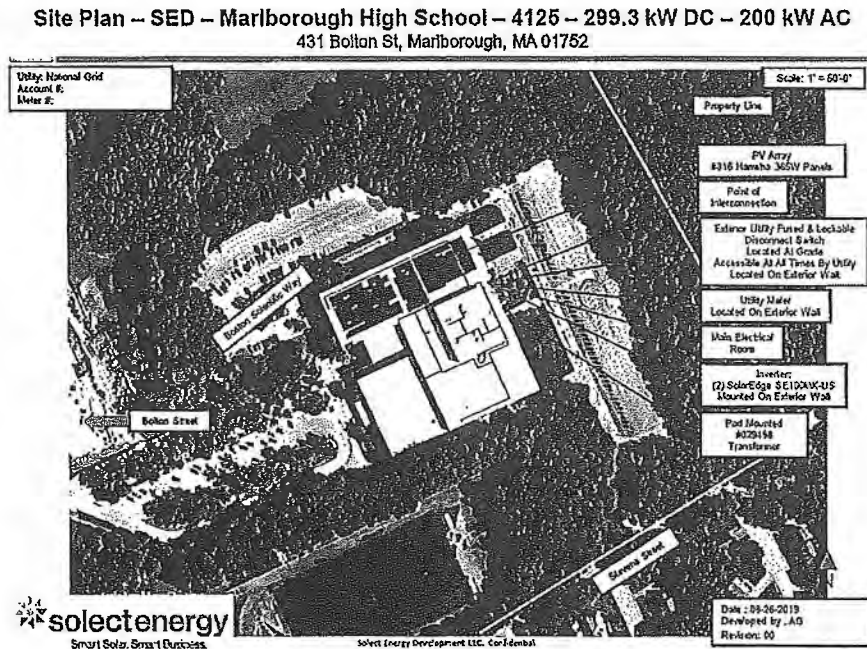
Marlborough High School
431 Bolton Street, Marlborough
Map 30/Block 12

Five parcels of land situated in Marlborough, County of Middlesex, Commonwealth of Massachusetts, Parcel 1, containing 2.69 acres more or less, Parcel 2 containing .41 acres more or less, Parcel 3 containing 36.29 acres more or less, Parcel 4 containing 18.13 acres more or less, and Parcel 5 containing 4.52 acres more or less, all being shown on a plan of land entitled:

“Plan of Land in Marlborough, Mass., scale 1” = 60’, Date: August 22, 1972,” Paul A. Sharon Comm. of D.P.W., Surveyed by Highland Land Surveyors, Inc., 24 Maple Street, Marlboro, Mass. John D. Costedio, (Reg. Land Surveyor) recorded with the Middlesex South Registry of Deeds as Plan 1033 of 1973.

For The City of Marlborough’s title, see Order of Taking recorded with the South Middlesex Registry of Deeds in Book 12507, Page 396.

The Premises and the Access Areas shall mean the Site. Locations where solar equipment will be installed and accessed including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site depicted in Site Plan below. The Project will be combined and connected to Host’s existing main electric equipment, interconnected to the utility network behind the existing utility meter.



ATTACHMENT B

EXISTING ENCUMBRANCES

FORM OF PILOT AGREEMENT

AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY

441 Bolton Street Marlborough, Massachusetts 01752

THIS AGREEMENT FOR PAYMENT IN LIEU OF TAXES FOR PERSONAL PROPERTY (this “PILOT Agreement” or “Agreement”) is made and entered into as of _____, 2019 by and between Solect Energy Development, LLC, a limited liability company located in Hopkinton, Massachusetts, (“Lessee”), and the City of Marlborough, a municipal corporation duly established and located in the Commonwealth of Massachusetts (the “City”). Lessee and the City are collectively referred to in this PILOT Agreement as the “Parties” and are individually referred to as a “Party”.

WHEREAS, Lessee proposes to build and operate a solar electric generating facility (the “Project”) with a nameplate capacity of (299.6 kW DC, 200 kW AC), as determined by the final design and engineering plans, on City-owned Property located at the New Marlborough Elementary School, Marlborough, Massachusetts as more particularly described in Exhibit A (the “Property”);

WHEREAS, the Parties have entered into a Solar Power Purchase Agreement (“PPA”) and lease, which serves one or more municipal purposes;

WHEREAS, the municipal purposes of the PPA and Project include the establishment of renewable energy facilities and the realization of savings in electricity costs;

WHEREAS, notwithstanding the above, the Parties acknowledge that under Massachusetts General Laws Chapter 59, §2B, the use of City property in connection with a business conducted for profit or leased or occupied for other than public purposes, shall be valued, classified, assessed and taxed to the lessee in the same manner and to the same extent as if the lessee were the owner thereof in fee, and that therefore the Project and/or the Property may be deemed subject to personal and/or real property taxes;

WHEREAS, the Parties wish to avoid uncertainty as to the future personal property tax liability attributable to the Project that may be incurred by the Lessee;

WHEREAS, it is the intention of the Parties that Lessee make payments to the City for the term of this PILOT Agreement in lieu of personal property taxes on the Project, in accordance with General Laws Chapter 59, §38H (Acts of 1997 Chapter 164, Section 71(b)), as amended) and the Massachusetts Department of Revenue (DOR) Guidelines published in connection therewith;

WHEREAS, because both Lessee and the City need an accurate projection of their

respective expenses and revenues with respect to the personal property that is taxable under law, the Parties believe that it is in their mutual best interests to enter into this Agreement fixing the payments that will be made with respect to all taxable personal property incorporated within the Project for the term of the Agreement;

WHEREAS, the Parties intend that, during the term of the Agreement, Lessee will not be assessed for any statutory personal property taxes to which it might otherwise be subjected under Massachusetts law, and this Agreement will provide for the exclusive payments in lieu of such personal property taxes that Lessee (or any successor owner of the Project) will be obligated to make to the City with respect to the Project during the term hereof; and

WHEREAS, the City is authorized to enter into this Agreement with Lessee, as the culmination of good faith negotiations that anticipate that the payments in lieu of personal property taxes over the life of the Agreement will amount to the equivalent, taking into account other benefits to be received by the City in the PPA, of the property tax payments that would otherwise be determined under G.L. c.59 based upon the full and fair cash valuation of the Project.

NOW THEREFORE, in exchange for the mutual commitments and other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties agree as follows:

1. Payment in Lieu of Personal Property Taxes. Lessee agrees to make payments to the City in lieu of personal property taxes on and after the Commercial Operation Date, as defined in the PPA between the Parties, in an annual fixed amount as shown in Exhibit B until the expiration or early termination of the PPA, as it may be extended in accordance therewith. This Agreement shall expire upon the date that is last quarterly payment due on the twentieth (20th) anniversary of the Commercial Operation Date as set forth in Exhibit B. Within thirty (30) days following the Commercial Operation Date, a bill will be issued by the City to the Lessee, with the amount due and the payment due date noted on the bill (the due date of the payment shall be at least thirty (30) days after the date of the bill). Lessee agrees that the payments in lieu of taxes under this Agreement will not be reduced on account of a depreciation factor, revaluation or reduction in the City's tax rate or assessment percentage and the City agrees that the payments in lieu of taxes will not be increased on account of an inflation factor, revaluation or increase in the City's tax rate or assessment percentage. The Parties further agree that the annual PILOT Payment shall not be changed on account of legislative action fixing, exempting or otherwise setting taxes or payments in lieu thereof for photovoltaic solar facilities. To the extent that the as-built capacity of the Project varies from the proposed capacity herein, as demonstrated by as-built drawings and equipment specifications the annual payment amount owed and due the City shall be adjusted by the percentage of increase or decrease of the capacity of the Project from the capacity proposed herein.
2. Payment Collection. The provisions of General Laws Chapters 59 and 60 and other applicable law will govern the collection of any payments in lieu of taxes provided for in this

Agreement as though they were personal property taxes due and payable to the City. The City agrees that during the term of this PILOT Agreement, they will not assess Lessee for any personal property taxes with respect to the Project or the Property to which Lessee might otherwise be subject under Massachusetts law, and the City agrees that this Agreement will exclusively govern the payments of all ad valorem personal property taxes and payments in lieu of such taxes that Lessee will be obligated to make to the City with respect to the Project and the Property for the term. The City agrees that no personal property taxes will be due from or assessed to Lessee with regard to the Property or the associated real property other than the payments in lieu of taxes described in this PILOT Agreement.

3. Successors and Assigns. This Agreement will be binding upon the successors and assigns of Lessee, and the obligations created hereunder will run with the Property and the Project. In the event the Lessee sells, transfers, leases or assigns the Property or all or substantially all, of its interest in the Project, this Agreement will thereafter be binding on the purchaser, transferee or assignee. A Notice of this Agreement will be recorded in the applicable Registry of Deeds forthwith upon execution.

4. Statement of Good Faith. The Parties agree that the payment obligations established by this Agreement were negotiated in good faith in recognition of and with due consideration of the full and fair cash value of the Project, to the extent that such value is determinable as of the date of this Agreement, and the other benefits to be received by the City in the PPA in accordance with General Laws Chapter 59, §38H. Each Party was represented by counsel in the negotiation and preparation of this PILOT Agreement and has entered into this PILOT Agreement after full and due consideration and with the advice of its counsel and its independent consultants. The Parties further acknowledge that this PILOT Agreement is fair and mutually beneficial to them because it reduces the likelihood of future disputes over personal property taxes, establishes tax and economic stability at a time of continuing transition and economic uncertainty in Massachusetts and the region, and fixes and maintains mutually acceptable, reasonable and accurate payments in lieu of taxes for the Project that are appropriate and serve their respective interests. The City acknowledges that this Agreement is beneficial to it because it will result in mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes to the City. Lessee acknowledges that this Agreement is beneficial to it because it ensures that there will be mutually acceptable, steady, predictable, accurate and reasonable payments in lieu of taxes for the Project.

5. Additional Documentation and Actions. Each Party will, from time to time hereafter, execute and deliver or cause to be executed and delivered, such additional instruments, certificates and documents, and take all such actions, as the other Party reasonably requests for the purpose of implementing or effectuating the provisions of this Agreement and, upon the exercise by a Party of any power, right, privilege or remedy pursuant to this Agreement that requires any consent, approval, registration, qualification or authorization of any third party, each Party will execute and deliver all applications, certifications, instruments and other documents and papers that the exercising Party may be so required to obtain. Lessee shall provide the City with any reasonable documentation requested by the City in order for the City to determine compliance with this Agreement.

6. Personal Property Inventory. Attached to this Agreement as Exhibit C is an itemized

inventory prepared by the Lessee of the equipment and personal property (“personal property”) that is incorporated into, and thus to constitute, the Project,

7. Invalidity. If, for any reason, including a change in applicable law, it is ever determined that this Agreement is invalid, then this Agreement shall terminate as of the date of such determination, and the Property and Project will thereafter be assessed and taxed as though this Agreement does not exist. The Parties will cooperate with each other and use reasonable efforts to defend against and contest any challenge to this Agreement by a third party.

8. Notices. All notices, consents, requests, or other communications provided for or permitted to be given hereunder by a Party must be in writing and will be deemed to have been properly given or served upon the personal delivery thereof, via courier delivery service or otherwise. Such notices shall be addressed or delivered to the Parties at their respective addresses shown below.

To Lessee:

Solect Energy Development, LLC
89 Hayden Rowe Street
Hopkinton, Massachusetts 01748
Attention: Legal Notices

To City:

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

With a copy to: legal@marlborough-ma.gov.

Any such addresses for the giving of notices may be changed by either Party by giving written notice as provided above to the other Party. Notice given by counsel to a Party shall be effective as notice from such Party.

9. Applicable Law. This Agreement will be made and interpreted in accordance with the laws of the Commonwealth of Massachusetts. Lessee and the City each consent to the jurisdiction of the Massachusetts courts or other applicable agencies of the Commonwealth of Massachusetts regarding any and all matters, including interpretation or enforcement of this Agreement or any of its provisions.

10. Change of Law. The Parties recognize that at the time of signing of this PILOT Agreement, there is uncertainty in the law regarding the level and applicability of property taxes with respect to renewable energy generating facilities. The Parties agree that if the Massachusetts Legislature subsequently enacts a law establishing a fixed level of payments to be made in lieu of property taxes that would apply to the Lessee and the Project, or exempts the Project of taxation in the absence of this PILOT Agreement, then the new law shall not supersede this PILOT Agreement unless required by law. If, for any reason, including a change

in applicable law not referenced herein, a property tax is imposed on the Project or the Property as a result of the Project, in addition to the payments in lieu of taxes due under this PILOT Agreement, the payments in lieu of taxes due under this PILOT Agreement shall be decreased on an annual basis by the amount of the property taxes actually paid to the City.

11. Good Faith. The City and Lessee shall act in good faith to carry out and implement this Agreement.

12. Force Majeure/ Casualty. The Lessee and City both recognize that there is the possibility during the term of this Agreement that all or a portion of the Property or Project may be damaged or destroyed or otherwise rendered unusable due to events beyond the control of either Party on account of “Force Majeure” or “Facility Loss” (as those terms are defined in the PPA). In the event of an event of Force Majeure or a Facility Loss during the term of this Agreement with respect to any portion of the Property or Project that renders the Property or Project unusable for the customary purpose of the production of electricity, and the Lessee requests a reduction in its payment in lieu of taxes under this PILOT Agreement, a pro rata adjustment for the number of days of such Force Majeure or Facility Loss period shall be made in the PILOT bill in the next ensuing tax bill period.

13. Covenants of Lessee. During the term of the Agreement, Lessee will not voluntarily do any of the following:

- a. seek to invalidate this Agreement, or otherwise take a position adverse to the purpose or validity of this Agreement, except as expressly provided herein; or
- b. convey, without the express consent of the City, by sale, lease or otherwise any interest in the leased area to any entity or organization that qualifies as a charitable organization pursuant to General Laws Chapter 59, §5 (Third).

14. Covenants of the City. So long as Lessee is not in breach of this Agreement during its term, the City will not do any of the following:

- a. seek to invalidate this Agreement or otherwise take a position adverse to the purpose or validity of this Agreement;
- b. seek to collect from Lessee any property tax upon the leased area or the improvements thereon (including the Project) in addition to the amounts herein;
- c. impose any lien or other encumbrance upon the leased area or the improvements thereon (including the Project) except as is expressly provided herein.

The City represents to Lessee that it has secured all approvals of appropriate officers, boards and bodies necessary to duly authorize the execution, delivery and performance of this Agreement and its obligations hereunder,

15. Lessee Represents and Warrants.

- a. It is a corporation or other business entity duly organized, validly existing and

in good standing under the laws of the state in which it was formed, and if a foreign corporation or other legal entity, is registered with the Massachusetts Secretary of the Commonwealth, and has full power and authority to carry on its business as it is now being conducted.

- b. This Agreement constitutes the legal, valid and binding obligation of Lessee enforceable in accordance with its terms, except to the extent that the enforceability may be limited by applicable bankruptcy, insolvency or other laws affecting other enforcement of creditors' rights generally or by general equitable principles.
- c. It has taken all necessary action to authorize and approve the execution and delivery of this Agreement.
- d. The person executing this Agreement on behalf of Lessee has the full power and authority to bind it to each and every provision of this Agreement.
- e. Lessee is a "generation company" or "wholesale generation company" as those terms are used and defined in G.L. c. 59, § 38H(b) and G.L. c. 164§ 1.
- f. The performance of its obligations under this Agreement will not violate or result in a breach or default of any agreement or instrument to which Lessee is a party or to which Lessee is otherwise bound.

16. Certification of Tax Compliance. Pursuant to G.L. c. 62C, s49A the undersigned Lessee by its duly authorized representative certifies that as of the Effective date it is in tax compliance with the tax laws of the Commonwealth of Massachusetts.

17. Termination by City. Notwithstanding anything to the contrary herein, the City may terminate this Agreement on thirty (30) days written notice to Lessee if: (a) Lessee fails to make timely payment required under this Agreement, unless such payment is received by City within the 30-day notice period with interest, provided, however, that the City may terminate this Agreement if such failure occurs more than three times in any fiscal year even if the failure is cured; (b) Lessee materially breaches this Agreement and fails to cure same within thirty (30) days of receiving written notice from the City; and/or (c) Lessee's representations in par. 15 were untrue, inaccurate, or incomplete in material respects at time of execution of this Agreement.

IN WITNESS HEREOF the parties hereto have executed this PILOT Agreement the day and year first above written

CITY OF MARLBOROUGH

By: _____

Title: _____

Printed Name _____

LESSEE

Solsect Energy Development, LLC

Federal Tax ID#: 27-277-1883

By: _____

Title: _____

Printed Name _____

EXHIBIT A
DESCRIPTION OF THE SITE and PREMISES
Marlborough New Elementary School
441 Bolton Street Marlborough, Massachusetts

Five parcels of land situated in Marlborough, County of Middlesex, Commonwealth of Massachusetts , Parcel 1, containing 2.69 acres more or less, Parcel 2 containing 41 acres more or less, Parcel 3 containing 36.29 acres more or less, Parcel 4 containing 18.13 acres more or less, and Parcel 5 containing 4.5 acres more or less, all being shown on a plan of land entitled:

“Plan of Land in Marlborough, Mass., scale 1” = 60’, Date: August 22, 1972,” Paul A. Sharon Comm. of D.P.W., Surveyed by Highland Land Surveyors, Inc., 24 Maple Street, Marlboro, Mass. John D. Costedio, (Reg. Land Surveyor) recorded with the Middlesex South Registry of Deeds as Plan 1033 of 1973.

For The City of Marlborough’s title, see Order of Taking recorded with the South Middlesex Registry of Deeds in Book 12507, Page 396

The Premises and the Access Areas shall mean the Site. Locations where solar equipment will be installed and accessed including the roofs, exterior and interior walls, through to the main electric room, and exterior areas of the Site depicted in Site Plan below. The Project will be combined and connected to Host’s existing main electric equipment, interconnected to the utility network behind the existing utility meter.

Site Plan – SED - Marlborough New Elementary School – 4284 – 299.665 kW DC – 200 kW AC
 441 Bolton Street, Marlborough, MA 01752

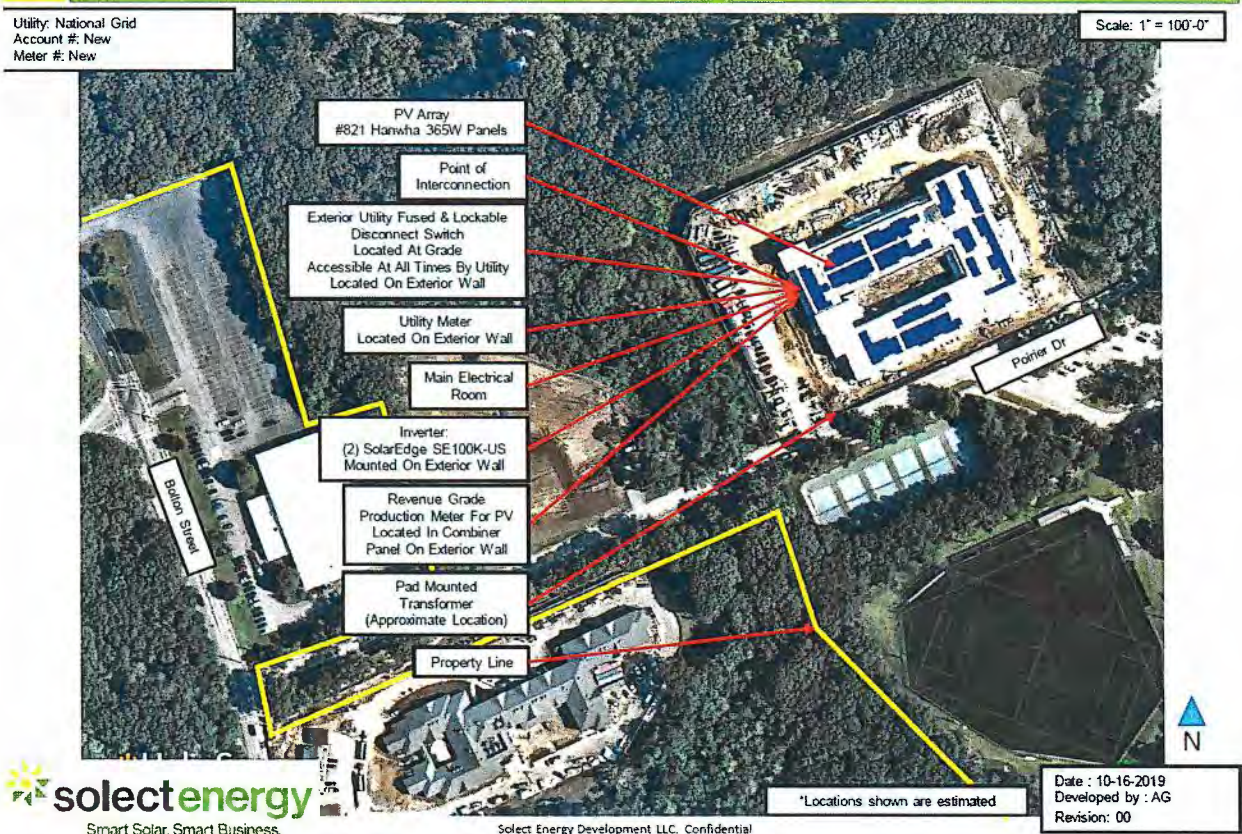


EXHIBIT B

Payment Schedule and Amounts

Fiscal Tax Year July 1-June 30	August 1 Payment	November 1 Payment	February 1 Payment	May 1 Payment
Year 1	898	898	898	898
Year 2	876	876	876	876
Year 3	854	854	854	854
Year 4	832	832	832	832
Year 5	812	812	812	812
Year 6	791	791	791	791
Year 7	771	771	771	771
Year 8	752	752	752	752
Year 9	733	733	733	733
Year 10	715	715	715	715
Year 11	697	697	697	697
Year 12	680	680	680	680
Year 13	663	663	663	663
Year 14	646	646	646	646
Year 15	630	630	630	630
Year 16	614	614	614	614
Year 17	599	599	599	599
Year 18	584	584	584	584
Year 19	569	569	569	569
Year 20	555	555	555	555

EXHIBIT C

Inventory of Personal Property at the Project

#821 Tier 1 365W solar PV modules or equivalent

#2 SolarEdge inverters or equivalent

EcoFoot Equilibrium ballast solar racking system or equivalent

Combiner, disconnect, breaker, production meter, conduit, wire and remaining balance of system materials



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 DEC 12 A 10:47
Arthur G. Vigeant
MAYOR

Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

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

December 10, 2019
City Council President Edward J. Clancy
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Right of First Refusal – Land off Boston Post Road East – Heritage Farm, LLC

Honorable President Clancy and Councilors:

As you know, the City of Marlborough is in receipt of a letter dated November 21, 2019 entitled "Supplemental Notice of Intent Pursuant to MGL c. 61A, s. 14 to Sell Land and Convert Use" referencing Marlborough Assessor Map Parcel Nos. 73-24, 73-26, 73-26A, and 73-28 from Heritage Farm, LLC.

As referenced in the enclosed letter from City Solicitor Jason Grossfield, this notice of intent constitutes a bona fide purchase offer for purposes of MGL c. 61A. Pursuant to M.G.L. c. 61A, the City has 120 days to exercise its right of first refusal to meet the purchase offer. Upon review of the relevant property location on Boston Post Road East and the purchase price of \$5,150,000.00. I intend to inform the relevant parties to the purchase and sale agreement that the City will not exercise the right of first refusal in relation to these parcels.

Enclosed is a map showing the parcels referenced in the notice. If you have any questions or comments, please do not hesitate to contact me.

Sincerely,


Arthur G. Vigeant
Mayor

Enclosures

cc: Board of Assessors, Planning Board, Conservation Commission



City of Marlborough

Legal Department

140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752
TEL (508) 460-3771 FAX (508) 460-3698 TDD (508) 460-3610
LEGAL@MARLBOROUGH-MA.GOV

JASON D. GROSSFIELD
CITY SOLICITOR

JASON M. PIQUES
ASSISTANT CITY SOLICITOR

HEATHER H. GUTIERREZ
PARALEGAL

December 10, 2019

Hon. Arthur G. Vigeant
Office of the Mayor
City of Marlborough
140 Main Street
Marlborough, MA 01752

Re: Supplemental Notice of Intent Pursuant to MGL c. 61A, s. 14 to Sell Land and Convert Use
(Assessor Parcel ID Nos. 73-24, 73-26, 73-26A, 73-28)

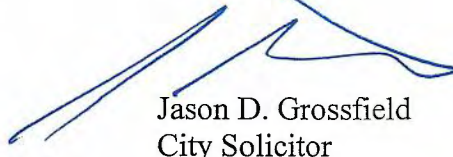
Dear Mayor Vigeant:

I reviewed the letter from Heritage Farm, LLC to the City of Marlborough dated November 21, 2019, received on December 2, 2019, entitled "Supplemental Notice of Intent Pursuant to MGL c. 61A, s. 14 to Sell Land and Convert Use" referencing Assessor Parcel ID Nos. 73-24, 73-26, 73-26A, and 73-28 regarding land off Boston Post Road East ("Supplemental Notice").

In my opinion, the Supplemental Notice addresses the deficiencies raised in my prior letter to Heritage Farm, LLC dated September 9, 2019. Accordingly, the Supplemental Notice (including the purchase and sale agreement) constitute a bona fide offer for purposes of MGL c. 61A. Therefore, the City's right of first refusal is triggered, and the 120-day period to exercise such right has commenced. If the City will not exercise its right, a notice of non-exercise of right of first refusal may be executed.

Please contact me if you have any questions regarding this matter.

Respectfully,



Jason D. Grossfield
City Solicitor



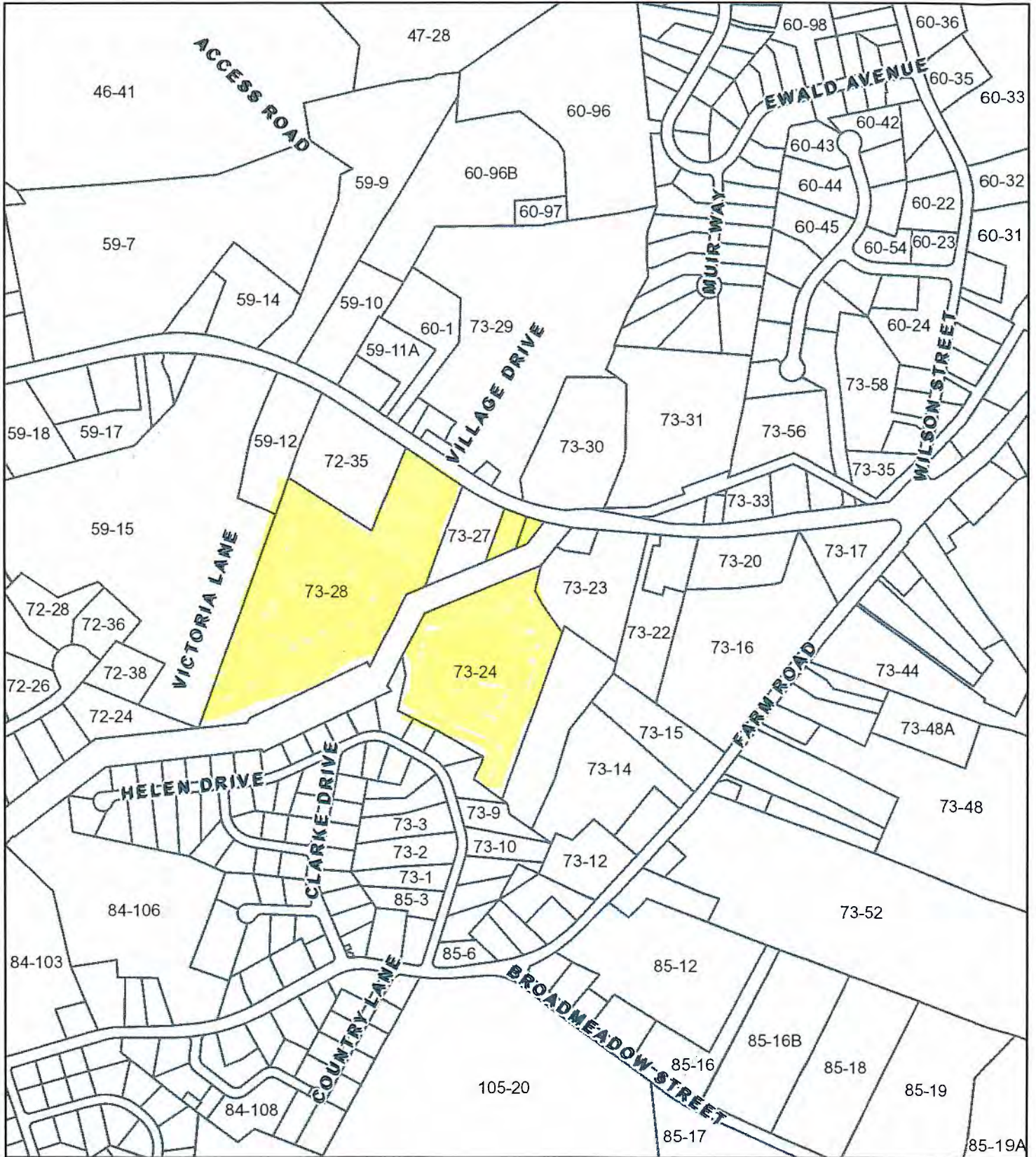
73-28, 73-24, 73-26, 73-26A

Marlborough, MA

1 inch = 556 Feet



December 10, 2019



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



City of Marlborough

Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

LEGAL@MARLBOROUGH-MA.GOV

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

2019 DEC -9 P 12:25

JASON M. PIQUES
ASSISTANT CITY SOLICITOR

HEATHER H. GUTIERREZ
PARALEGAL

December 9, 2019

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

Re: Order No. 19-1007716 - Proposed Zoning Amendment for Wayside Zoning District

Dear Honorable President Clancy and Councilors:

In connection with the above-referenced item, enclosed please find the proposed zoning ordinance amendment relative to the creation of the Wayside Zoning District, as recommended by the Urban Affairs Committee at its December 3, 2019 meeting.

I have reviewed the proposed amendment and placed it into proper legal form. Please contact me if you have any questions.

Respectfully,

Jason D. Grossfield
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor
Jeffrey Cooke, Building Commissioner
Meredith Harris, Executive Director, MEDC
Josh Fiala, MAPC

ORDERED:

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

- I. Section 650-7, entitled “Districts Enumerated,” is hereby **amended** as follows:
 - (1) By deleting from the first sentence the number “13” and by inserting in place thereof the number “14”.
 - (2) By inserting at the end of the list of District types, the following:
Wayside Zoning District Wayside.
- II. Chapter 650 is hereby amended in 650 Attachment 1 (§ 650-17), entitled “Table of Uses,” by **inserting** the highlighted portions and text of Exhibit “A” attached to this order, inserting under the heading entitled “Zoning District Abbreviations” a new zoning district abbreviation as follows: “Wayside”, and beneath the new district abbreviation Wayside column the text as shown on said Exhibit “A”.
- III. Chapter 650 is hereby amended by **inserting** a new §40, entitled “Special Provisions Applicable to the Wayside Zoning District”, as follows:

§ 650-40. Special Provisions Applicable to the Wayside Zoning District

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

- A. **Purpose and vision.** The purpose of the Wayside Zoning District is to encourage compact mixed-use development that encourages walking and biking with development that will enhance compatible land uses and encourage desired growth patterns to improve a traditionally automobile-oriented commercial corridor for the benefit of public health, safety and welfare, by promoting integrated, pedestrian-friendly, commercial mixed-use development including retail, housing, and workplaces within close proximity to each other that are consistent with the stated economic development objectives of the City, contribute to enhanced streetscape, and designed to further promote livability and quality of life within the district.
 - (1) Commercial mixed-use development.
 - (a) For the purposes of this Zoning District, a commercial mixed-use development shall include any eligible use set forth in Subsection E below, which shall be commingled into a single structure or multiple structures with other eligible uses on the same

property. Accordingly, commercial mixed-use developments shall benefit the public health, safety and welfare, through the sharing of parking lots and driveway curb cuts, to minimize the amount of impervious paved parking area and driveway curb cuts, to reduce automobile trips and traffic congestion, and accordingly to improve air quality.

- (b) All developments shall be designed to be pedestrian-friendly and that shall include site design, building layout, and pedestrian circulation features and amenities in compliance with the design standards of this Zoning District. Pedestrian-friendly developments shall benefit the public health, safety and welfare, through the encouragement of walking and physical activity.

B. Site plan review. Projects within the Wayside Zoning District shall be subject to site plan review as provided in § 270-2, entitled “Site plan review and approval,” of the Marlborough City Code.

(1) Applicability.

- (a) In all instances, a development which proceeds within the Wayside Zoning District is subject to site plan approval in accordance with § 270-2 of the Marlborough City Code.
- (b) Site plan review applies to both as of right and uses available by grant of a special permit within the Wayside Zoning District. Site plan review applicability includes, but is not limited to, new construction of any building or structure; addition to an existing building or structure; and increase in area of on-site parking or loading areas. [See § 270-2(3).]
- (c) Site plan review shall be conducted administratively as provided in § 270-2, except for uses that are both over 10,000 square feet of building footprint and do not require a special permit, which projects shall undergo administrative site plan review with final review and approval by the City Council.
- (d) The City Council may elect to vary the dimensional and parking requirements of this section by special permit or site plan approval if, in its opinion, such change shall result in an improved project and will not nullify or substantially derogate from the intent or purpose of this section. This authority continues subsequent to occupancy.

C. Special permit granting authority. The City Council shall be the special permit granting authority within the Wayside Zoning District.

D. Exclusivity/control. This section of the Zoning Ordinance exclusively controls the establishment, development, and design of any development undertaken in the Wayside Zoning District and supersedes any other provision of the Zoning Ordinance. In the event of any conflict between the provisions of this section and any other provision of the Zoning Ordinance, the provisions of this section shall govern and control.

E. Eligible uses. Except as specifically provided herein, any uses which are not permitted, whether as of right or by a special permit, within the Wayside Zoning District under § 650-17, Table of Use Regulations, of the Zoning Ordinance, shall be prohibited. Uses allowed as of right and uses allowed by special permit are encouraged to be combined as a commercial mixed-use development. All uses noted as not permitted shall be deemed prohibited, except where to so deem would interfere with or annul any other City of Marlborough ordinance, rule, regulation, permit or license, or any state or federal law or regulation.

F. Dimensional requirements. Dimensional requirements are set forth in § 650-41, Table of Lot Area, Yards and Height of Structures,” as specified for the Wayside Zoning District. The special permit height of 85 feet shall step down to 52 feet when the building is within 50 feet setback from a property line that abuts a residential district.

G. Parking, curb cut and landscaping requirements. Except as otherwise provided in this section, parking, circulation and landscape requirements shall conform with the provisions of § 650-47, § 650-48 and § 650-49 of the Zoning Ordinance.

(1) Parking locations.

(a) Parking shall be located to the side and/or rear of all new building structures that front on Route 20 East, an existing connecting street, or a new internal access street.

(b) Parking may be provided at ground level, underground, or in a parking garage. Parking garages can be freestanding or as part of buildings dedicated to other permitted uses, but must be integrated with the surrounding site plan and oriented so as to minimize visual impact of the parking garage on surrounding uses.

(2) Parking access. Where a proposed parking lot is adjacent to an existing parking lot of a similar use, providing vehicular and pedestrian connections between the two parking lots shall be required. This access shall allow vehicular circulation between parking areas without the need to travel on Route 20. This access shall allow the unobstructed flow of pedestrians between adjacent properties, businesses, and parking areas. A sidewalk shall be provided on at least one side of the driveway.

(3) Parking requirements. Parking in the Wayside District shall be provided at a minimum of 1 parking space per 250 square feet of net floor area for retail and restaurant uses. Parking for other commercial uses shall be provided at a minimum of 1 parking space per 350 square feet of net floor area. Parking for residential units shall be provided at a minimum of 1 parking space per unit.

(4) Curb cuts. Curb cuts shall be minimized. Vehicular access shall be provided through one of the following methods:

- (a) Through the use of a common driveway serving multiple lots, or
- (b) Through the use of an existing side or rear street, or
- (c) Through the reduction in the number of existing curb cuts or the reduction of the width of existing curb cuts.

H. Design standards. In addition to the following design standards which apply to all developments within the Wayside Zoning District, commercial mixed-use development that includes residential development shall incorporate design guidance from the City of Marlborough Multifamily Development Review Criteria and Design Guidelines as adopted by the City Council.

(1) Site layout.

- (a) Site and building layout. Buildings shall be located in close proximity to streets with the primary building frontage(s) oriented to street frontage(s) and to define outdoor spaces in coordination with adjacent buildings located on the same property or abutting property.
- (b) Site and parking layout. Parking shall be located to the rear or to the side of buildings that front on a street. Where an existing parking lot is in front of a building that will be redeveloped, landscaping shall be placed to screen parking and enhance the visual appeal of the site and street frontage. Where a new parking lot is to the side or rear of a building, but adjacent to a street, landscaping shall be used to screen the parking and reduce the visual impact of the parking as viewed from the street.
- (c) Site buffer. The setback abutting an existing residential or industrial use shall include landscape plantings and features that screen and separate adjacent residential or business uses from new commercial mixed-use development. This requirement does not need to be provided where adjacent to an existing commercial mixed-use development, retail, or restaurants.

(2) Pedestrian and bicycle circulation.

- (a) Pedestrian circulation. Safe, convenient, and attractive pedestrian circulation shall be incorporated into the site plan design. Where appropriate, new pedestrian and bicycle paths shall connect the site with abutting sidewalks, trails, amenities, or parks to promote pedestrian and bicycle circulation and safety. Where appropriate, pedestrian access should be expanded into a shared-use path to provide safe, convenient, and attractive bicycle access. Where parking is located to the rear of the building, pedestrian access via a pedestrian-oriented alley or walkway through to the primary street is encouraged.
- (b) Pedestrian connections. Sidewalks shall provide access from internal site uses, building entries, and parking areas to Route 20 and between adjacent sites.

- (c) Bicycle amenities. All developments shall include provisions for the parking of bicycles at locations that are safely separated from vehicular and pedestrian circulation and convenient to building entries. Bicycle racks shall be placed as to not obstruct pedestrian walkways or impede the parking area for automobiles.

(3) Outdoor Pedestrian Spaces.

- (a) Useable Outdoor Pedestrian Space. Buildings and site features shall be arranged to create functional public and private outdoor spaces, including sidewalks, patios, entryways, courtyards, and other types of spaces. Useable and accessible outdoor pedestrian space shall be provided and integrated with the site plan and building design. Such outdoor pedestrian spaces shall enhance visual connections between buildings, streets, open spaces, and pedestrian circulation. Outdoor pedestrian spaces shall be set back from major vehicular ways and be of a scale that is appropriate to the anticipated level of foot traffic.
- (b) Location of outdoor seating. Outdoor seating areas may be provided for restaurants, cafes, coffee shops, or other establishments with seating and may overlap with outdoor pedestrian spaces. Outdoor pedestrian spaces and seating areas shall be oriented to street frontage, with side streets and secondary access streets the preferred locations, and integrated with the streetscape. Amenities and seating shall not reduce the required sidewalk widths or impact pedestrian or bicycle circulation.

(4) Building design.

- (a) Mixed-uses. Wayside Zoning District shall benefit from mixed-use development that combines several uses that are allowed as of right or by special permit in the district. These uses could be provided in a cluster of separate buildings, or combined vertically in a single building. A mix of uses in close proximity shall be used to create smaller, walkable clusters that enhance the Route 20 East corridor and provide opportunities for residents and patrons to circulate between uses without the use of a vehicle.
- (b) Façade step back. A step back in the façade of a building shall occur at the upper floor(s) for all buildings above 3-stories in height. For example, the fourth story of a 4-story building shall be recessed from the lower 3-stories of the primary façade with a step back. Or, the fourth and fifth story of a 5-story building shall be recessed from the lower 3-stories of the primary façade with a step back. 5 feet shall be the minimum step back.

- (c) Multiple buildings. In mixed-use developments with multiple buildings, recurring forms and materials shall be used to unify the development while establishing an overall hierarchy of buildings for visual interest and orientation.
- (d) Define corners. Prominent corners of sites and buildings should be defined and celebrated by the layout and design of the building(s). Prominent building corners may use design elements such as towers, arches, unique building massing, or roof forms to serve as identifiable and memorable landmarks.
- (e) Roof forms. Gable, hip, mansard, gambrel, stepped, and peaked roofs add variety and interest to buildings and shall be incorporated into mixed-use developments. Flat roofs may be incorporated into the roof design with other roof forms and features.
- (f) Blank walls. Large portions of building facades which are unarticulated or blank walls shall be avoided through the careful placement of doors, windows, façade features, and transitions in façade materials and finishes.
- (g) Design quality. Building massing and façade design shall be of a high quality with well composed and articulated building forms using a variety of techniques to create visual interest and character with architectural details, vertical and horizontal projections and recesses, changes in height, roof forms, cornice treatments, pilasters, window reveals, materials, colors, and prominent building entrances or other design features.
- (h) Building materials. Use of traditional, natural, and sustainable building materials such as wood, brick, and stone shall be preferred over other synthetic materials.

I. Signage.

- (1) Except as otherwise provided in this section, signage shall conform to the provisions of Chapter 526 of the City Code, the Sign Ordinance.
 - a. Signage plan. A master sign plan for the premises shall be provided for review and approval by the City Council, setting forth the types, locations and dimensions of proposed signs.
 - b. A maximum of two wall signs, individual-letter signs, logo signs or projecting signs affixed to a building for each store, business or tenant. No sign shall project above the highest line of the roof, parapet or building. Each wall sign, individual-letter sign, or roof sign shall not exceed an area of 2.5 square feet for each linear foot of the storefront, business front or occupied tenant space for each applicable business or tenant advertised. In the event that a storefront, business front or occupied tenant space occupies more than one front of a building, the longest front shall be utilized to calculate the total area per wall sign, individual-letter sign, logo

sign or projecting sign (up to a maximum of two). The total area as calculated herein shall be the applicable maximum area for each sign and not split between the two.

- c. Projecting signs shall not project more than six feet from the building, subject to approval by the City Council as part of the signage plan.
- d. Signs, logos or cabinets should be externally illuminated where possible, otherwise with translucent or transparent faces if no reasonable alternative is possible.
- e. Any business, tenant, or storefront may divide any allowed exterior sign(s) affixed to a wall of the building, to which it is entitled or hereinabove provided, into separate signs affixed to and parallel to such wall; provided, however, that the aggregate area of the separate signs shall not exceed the maximum area allowed under this section for a single exterior sign on the same front.
- f. A lot shall be allowed one freestanding pole, monument, ground or pylon sign for frontage on Route 20 East, provided that each freestanding sign shall be subject to the following dimensional and lighting requirements:
 - (i) The total allowed illuminated cabinet square feet of signage shall not exceed the total area allowed for a freestanding sign as per § 526-9C, exclusive of any sign embellishments, structure and address panels located thereon;
 - (ii) The height of any freestanding sign shall not exceed 30 feet from the ground measured directly at the sign base;
 - (iii) No freestanding sign shall be located closer than five feet to any property line;
 - (iv) Signs, logos or cabinets should be externally illuminated where possible, otherwise with translucent or transparent faces if no reasonable alternative is possible; and
 - (v) Wire frame signs and A-frame signs are prohibited.

J. Application.

- (1) Special permits. An application for a special permit for a use in a development in the Wayside Zoning District shall comply with the requirements of § 650-59 of the Zoning Ordinance.
- (2) Site plan approval. An application for site plan approval in the Wayside Zoning District shall comply with the requirements of Chapter 270 of the City Code, Article II, Permits and Approvals, § 270-2.

K. Site plan; Special Permit approval review criteria.

- (1) Review criteria. In connection with a special permit and/or site plan application in the Wayside Zoning District, such applications shall be reviewed with respect to the following additional review criteria:
 - (a) Compliance of the design with the Design Standards in the above subsection H;

- (b) Compliance of sidewalks with Americans with Disabilities Act (ADA) design standards;
 - (c) Scale of buildings relative to surroundings and relative to City of Marlborough Multi-family Development Review Criteria and Design Review Guidelines;
 - (d) Quality of design and materials for building facades visible from public ways;
 - (e) Quality of design and materials for public space; and
 - (f) Placement of utilities and wiring underground, to the extent practical.
- (2) Submission requirements:
- (a) Site plan depicting proposed development, buildings, parking, vehicular, pedestrian, and bicycle circulation, open space;
 - (b) Building elevations;
 - (c) Landscape plan;
 - (d) Lighting plan with photometrics; and
 - (e) Site and building signage plan.

L. Standards for roadways and drainage.

- (1) Roadways. Internal Wayside Zoning District roadways shall be private ways and shall be maintained by owners/developers of the Wayside Zoning District and portions thereof. Private ways within the Wayside Zoning District, to the extent feasible, shall be constructed using the methods and materials prescribed in the City of Marlborough Subdivision Regulations, but shall not be required to conform to the dimensional 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) Stormwater management system. Developments proposed in the Wayside Zoning District shall have a stormwater management system designed in accordance with the City of Marlborough Subdivision Regulations, the Department of Environmental Protection's Storm Water Handbook, and the Standards and the City's Stormwater Ordinance (Chapter 271 of the City Code), as amended. The stormwater design shall infiltrate all stormwater on site and avoid run-off onto adjacent properties and is

encouraged to integrate bioswales, rain gardens, or other surface stormwater treatment features that are integral to the function of the site’s stormwater management and highlighted as a landscape feature.

M. Amendments. After approval, the owner/developer may seek amendments to the approved permits. Minor amendments to a special permit and major or minor amendments to a site plan approval may be made by a super majority (2/3) vote of the City Council or by the Building Commissioner administratively as to site plan amendments when approval was granted for a site plan approval administratively in accordance with §270-2. It shall be a finding of the Building Commissioner, not subject to dispute by the applicant, whether a requested amendment is deemed to be a major amendment or a minor one. In general, a minor modification shall not produce more than a material increase in the scale of a project nor produce more than a material increase in impact on City services, the environment or the surrounding neighborhood. If it is determined that revisions to a special permit are not minor, per § 650-59 of the Zoning Ordinance, an application for a revised special permit shall be filed, and a public hearing shall be held in the same manner as required for a new application, subject to the fee schedule under Subsection C(3) of § 650-59.

IV. Chapter 650 is hereby amended by **inserting** into 650 Attachment 2 (§ 650-41), entitled “Table of Lot Area, Yards and Height of Structures,” for the Wayside Zoning District, the text as shown in highlighted format in Exhibit “B” attached hereto.

V. The Zoning Map described in § 650-8 is **amended** as shown on the accompanying Map (Exhibit “C”). The newly established Wayside Zoning District shall include all or portions properties as shown in highlighted format on the Map as existing at the passage of this Ordinance, which properties include the following parcels of land (herein identified by the Assessors’ Map and Parcel Number):

Map and Parcel Number
73-43
73-42
73-41A
73-41
73-39D
73-40
73-39C
73-44
73-39B
73-39A
73-37A
73-38
73-37B
73-37
60-38

60-27
60-28
60-29
61-27
61-27A
60-30
60-31A
61-3
60-30A
61-12
61-6
60-31
61-2
61-5
61-19
61-25B
61-31
61-22A
62-14
61-22
61-30
61-25A
61-23
61-25
61-21
61-34
61-20
61-2A
61-17
61-17A
62-20
62-23
62-2
62-21
61-28
62-2B
62-13
61-29
61-29A
61-701
62-24

61-10
61-8
61-1
61-11
61-14
61-28A
62-2A
61-9A
61-15
61-32
62-1
61-700
61-9
61-7
62-22
48-32

VI. Section 650-18, entitled “Conditions for Uses,” is hereby **amended** as follows (new text shown as underlined, deleted text shown as ~~strikethrough~~):

1. *Paragraph (4)* Multifamily dwelling. One structure or multiple structures consisting of a multifamily dwelling containing three or more dwelling units on a single lot, provided that the lot meets all the requirements of Article VII and, in addition, has a landscaped area meeting all the requirements of § 650-18A(9)(e). The above provision shall not apply to mixed use or multifamily developments within the Marlborough Village District.

2. *Paragraph (42)* Mixed use development, including multifamily residential uses, shall not be subject to special permit provisions for multifamily uses. In the Wayside District, multifamily dwelling shall be allowed only as part of a “Mixed use development.” Mixed use development may include vertically mixed uses in a single building or horizontally mixed uses in which multiple buildings create the mix of uses on a single parcel. Each individual building may include a single use with multiple uses occurring next to each other and within multiple buildings on the single parcel.

3. *Paragraph (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, Wayside, and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Sudbury town line to Phelps Street;

4. *Paragraph (46)* Adult use marijuana retail; marijuana accessories retail:

(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 Interstate Highway Route 495, and within those portions of the B, Wayside, and LI Districts located along Massachusetts State Highway Route 20 (Boston Post Road) from the Sudbury town line to Phelps Street;

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

ADOPTED

In City Council
Order No 19-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

EXHIBIT A

ZONING

650 Attachment 1

12 - 03 - 2019

Excerpt of Table of Use Regulations, including Wayside District – ALL ZONING DISTRICTS ARE NOT SHOWN

**City of Marlborough
Table of Use Regulations
(§ 650-17)**

**[Amended 5-9-2005 by Ord. No. 05-100713C; 11-23-2009 by Ord. No. 09-1002277F;
3-11-2013 by Ord. No. 12/13-1005235B; 10-7-2013 by Ord. No. 13-1005481D; 2-10-2014 by Ord. No. 13/14-1005578C; 4-28-2014 by Ord. No. 14-1005693C; 8-14-2014 by Ord. No. 12/13/14-1005247I; 12-1-2014 by Ord. No. 14-1005947C; 11-28-2016 by Ord. No. 16-1006631D; 10-16-17 by Ord. No. 17-1006980B; 11-27-2017 by Ord. No. 17-1007002C; 4-2-2108 by Ord. No. 18-1007163-1C; 5-21-2018 by Ord. No. 18-1007163-2D; 9-10-2018 by Ord. No. 18-1007311C; 11-19-2018 by Ord. No. 18-1007337E]**

KEY:

All uses noted with "Y" are allowed as of right, subject to any referenced conditions.

All uses noted with "SP" are allowed by special permit, subject to any referenced conditions.

All uses noted with "N" are not permitted.

	Zoning District Abbreviations				
	Existing Zones				Proposed Zone
	RCR	B	LI	NB	Proposed Wayside District
Residential Use					
Single-family	Y	N	N	N	N
Single-family, attached (1)*	N	N	N	N	N
Conversion of detached one-family to a two-family (2)	N	N	N	Y	N
Two-family homes	N	N	N	Y	N
Conversion of a two-family dwelling to a three (3)	N	SP	N	SP	N
Multifamily dwelling (4) (42)	N	SP	N	SP	SP
Comprehensive developments (§ 650-27)	Y	Y	Y	Y	Y
Boarding and lodging homes	N	SP	N	N	N
Tourist home\bed-and-breakfast	N	N	N	Y	N
Open space development (§ 650-28)	N	N	N	N	N
Trailer mobile homes (5)	SP	SP	SP	N	N
Retirement Community Overlay (§ 650-22)	N	N	SP	N	N
Residential accessory uses (6)	Y	Y	Y	Y	N
Customary home occupations (7)	Y	Y	Y	Y	Y

* (Numbers in parentheses correspond to subsection numbers in § 650-18, Conditions for use as noted in the Table of Uses.)

MARLBOROUGH CODE

	Zoning District Abbreviations				
	Existing Zones				Proposed Zone
	RCR	B	LI	NB	Proposed Wayside District
Yard sales, charitable sales bazaars (8)	Y	Y	Y	Y	Y
Two residential structures on a lot less than 80,000 square feet (9)	N	N	N	N	N
Artist studio/live/work gallery space	N	N	N	Y	Y
Recording studio/live/work space	N	N	N	Y	Y
Assisted living facilities (44)	N	N	N	N	N
Business Uses					
Convert buildings to office, bank, insurance use (18)	N	N	N	Y	Y
Commercial kennels and animal hospitals	N	N	N	N	N
Veterinary hospital	N	N	N	SP	N
Commercial kennels	N	Y	N	N	N
Riding academy	N	SP	N	N	N
Retail sales and services <75,000 square feet gross floor area (19) (43)	N	Y	SP	Y	Y
Retail sales and services >75,000 square feet gross floor area (19) (43)	N	SP	SP	N	SP
Offices, banks, insurance and financial institutions	N	Y	Y	Y	Y
Schools, for business, trade, music, dance, and television/or radio broadcasting studios (but not including towers)	N	Y	N	Y	Y
Commercial radio and television towers and wireless communications facilities (20)	N	SP	SP	SP	SP
Hotels (41)	N	SP	SP	SP	N
Hotels <100 rooms	-	-	-	-	SP
Hotels with conference facilities and commercial uses (21)	N	SP	SP	N	N
Residential conference and training center with food and recreation services (22)	N	N	Y	N	N
Recreation center (23)	N	N	SP	Y	SP
Private clubs, nonprofit	N	SP	N	N	N
Clubs (24)	N	Y	N	Y	N
Self-service laundry	N	Y	N	Y	SP

ZONING

	Zoning District Abbreviations				
	Existing Zones				Proposed Zone
	RCR	B	LI	NB	Proposed Wayside District
Medical office/clinic	Y	Y	N	Y	Y
Dental clinics	Y	Y	N	Y	Y
Consumer service establishments	N	Y	N	Y	Y
Salesroom	N	N	N	SP	Y
Wholesale office or showroom	N	N	N	N	N
Wholesale sale and warehousing	N	N	N	N	N
Commercial greenhouse	N	Y	Y	SP	N
Motels	N	SP	SP	N	N
Mixed use development (42)	N	SP	N	SP	SP
Brew pubs	N	SP	N	Y	Y
Copy shops, newspaper offices	N	Y	N	Y	Y
Place of repair for cars, boats, trucks and farm equipment (25)	N	N	N	N	N
Places of assembly	N	SP	N	SP	N
Outdoor recreation uses	N	SP	SP	SP	N
Outdoor storage (26)	N	Y	SP	N	N
Car parking lots, garages (27)	N	SP	N	N	N
Gasoline filling stations (28)	N	SP	N	N	N
Auto service facilities for minor repairs, changing tires and lubrication (28)	N	SP	N	N	N
Auto sales and service (25)	N	N	N	N	N
Car wash (28)	N	SP	N	N	N
Open air markets (29)	N	SP	N	N	N
Shopping malls	N	N	SP	N	SP
Soil removal (30)	Y	Y	Y	Y	N
Accessory uses	Y	Y	Y	Y	N
Funeral homes, parlors and mortuaries	N	N	N	Y	N
Public, private or commercial recreation establishments, recreation grounds or places of amusement	N	SP	SP	SP	N
Restaurant, cafe	N	Y	SP	Y	Y
Restaurant with drive-in or drive-thru facilities (31)	N	SP	N	SP	SP
Restaurants serving food outdoors (31)	N	Y	SP	Y	Y

MARLBOROUGH CODE

	Zoning District Abbreviations				
	Existing Zones				Proposed Zone
	RCR	B	LI	NB	Proposed Wayside District
Restaurants for employee use	N	N	Y	N	Y
Drive-thru facilities	N	SP	N	N	SP
Adult bookstore (32)	N	N	N	N	N
Adult video store (32)	N	N	N	N	N
Adult paraphernalia store (32)	N	N	N	N	N
Adult movie theatre (32)	N	N	N	N	N
Adult live entertainment establishment (32)	N	N	N	N	N
Tattoo and body piercing parlors and shops (32)	N	N	N	N	N
Narcotic detoxification and/or maintenance facility	-	N	SP	N	N
Medical marijuana treatment center (45)	N	SP	N	N	SP
Adult use marijuana retail; marijuana accessories retail (46)	-	SP	SP		SP
Medical and/or adult use marijuana cultivator, independent testing laboratory, product manufacturer or transporter (47)	-	N	SP	-	N
Brew pub	N	Y	Y	-	Y
Winery, brewery, or distillery with tasting room	N	Y	Y	-	Y
Agriculture, Public, and Institutional Use					
Agriculture, horticulture or floriculture >5 acres (10)	Y	Y	Y	N	N
Forest, woodlots, portable, woodworking mills (11)	N	N	N	N	N
Livestock farms > 10 acres (12)	N	N	N	N	N
Farms and poultry farms (13)	Y	N	N	N	N
Cemeteries	N	N	N	N	N
Hospitals and sanitarium	N	N	N	N	N
Correctional institutions	N	N	N	N	N
Golf courses, country clubs and beaches (14)	N	N	N	N	N
Charitable and philanthropic buildings	N	N	N	SP	N
Churches and religious buildings (15)	Y	Y	Y	Y	Y

ZONING

	Zoning District Abbreviations				
	Existing Zones				Proposed Zone
	RCR	B	LI	NB	Proposed Wayside District
Public recreation and conservation	N	N	N	Y	N
Day camps	N	SP	N	N	N
Public, private and religious schools, museums, libraries, parks, recreation facilities, buildings and playgrounds	Y	Y	Y	Y	Y
Child-care centers (16)	N	Y	Y	Y	Y
Public utilities, not including storage yards or repair shops	Y	Y	Y	Y	N
Public buildings (17)	Y	Y	Y	Y	Y
Water towers, reservoirs	Y	Y	Y	Y	N
Floodplain and Wetland Protection District (§ 650-23)	Y	Y	Y	Y	Y
Water Supply Protection District (§ 650-24)	Y	Y	Y	Y	Y
Convalescent and nursing homes	N	N	N	N	N
Industrial Uses					
Airports and heliports	N	N	Y	N	N
Newspaper printing and publishing, job printing	N	N	Y	N	N
Manufacturing where the majority of items are sold on premises to the consumer	N	N	N	N	N
Transportation terminal and freight depots	N	N	SP	N	N
Food processing plants	N	N	N	N	N
Research, experimental labs (33)	N	N	Y	N	N
Bakery (nonretail)	N	N	N	N	N
Light non-nuisance manufacturing	N	N	Y	N	N
Light manufacturing, using portable electric machinery (34)	N	N	N	N	N
Light manufacturing incidental to research	N	N	Y	N	N
Associated/accessory research uses (35)	N	N	SP	N	N
Manufacturing and/or warehousing (36)	N	N	Y	N	N
Manufacturing or warehouse (37)	N	N	N	N	N

MARLBOROUGH CODE

	Zoning District Abbreviations				
	Existing Zones				Proposed Zone
	RCR	B	LI	NB	Proposed Wayside District
Retail sales accessory to manufacturing (38)	N	N	N	N	N
Recreation center, indoor and outdoor	N	SP	SP	SP	SP
Power laundries	N	N	N	N	N
Dry cleaning	N	Y	N	N	SP
Dye works	N	N	N	N	N
Packaging or bottling plants	N	N	N	N	N
Electric power substation for changing bulk power to distribution voltage	N	N	SP	N	N
Accessory uses and service buildings (39)	N	N	Y	N	N
Large tract development (40)	N	N	N	N	N
Data storage/telecommunications facilities	N	N	Y	N	N
Self-service storage facility	N	SP	N	-	N
Coffee roastery	N	SP	SP	-	SP

EXHIBIT B

ZONING

650 Attachment 2

11 - 12 - 2019

Excerpt of Dimensional Regulations, including Wayside District – ALL ZONING DISTRICTS ARE NOT SHOWN

City of Marlborough

Table of Lot Area, Yards, and Height of Structures

(§ 650-41)

[Amended 12-1-2014 by Ord. No. 14-1005947C; 12-19-2016 by Ord. No. 16-1006667D;

11-19-2018 by Ord. No. 18-1007337E; 12-17-2018 by Ord. No. 18-1007404D]

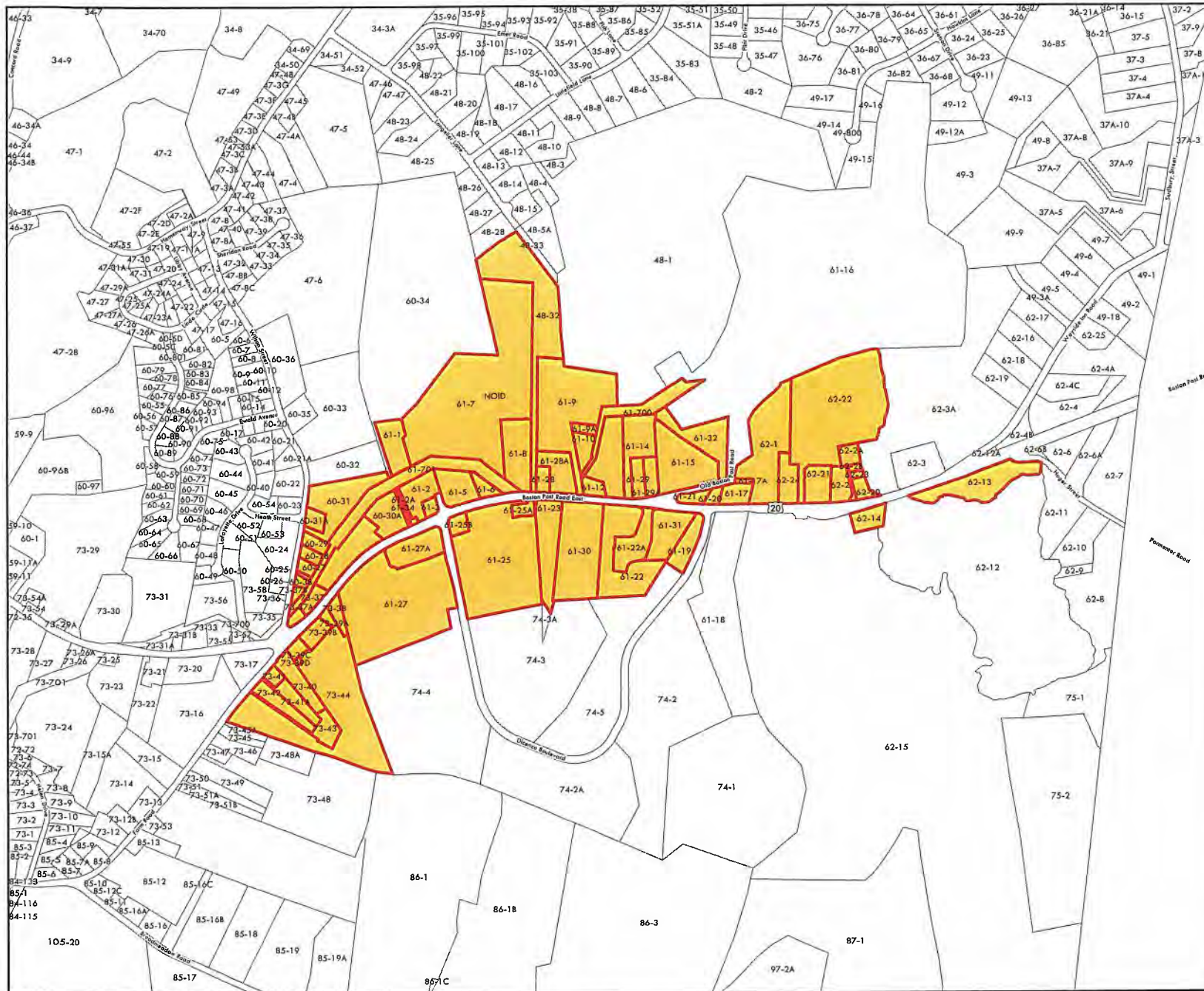
	District	Minimum Lot Area	Minimum Lot Frontage (feet)	Minimum Side Yard (feet)	Minimum Front Yard (feet)	Minimum Rear Yard (feet)	Height		Maximum Lot Coverage ⁷	
	Existing Zones	Retirement Community Residence	15 acres	250 ⁷	25 ⁸	50 ⁸	— ⁸	2 ½ stories		50% ⁹
Business B		5,000 square feet	50	25 ³	50	None	52 feet		30% for residential; 80% for all other uses	
Limited Industrial LI		2 acres	200	50	50	50	50	Distance from Residential Zone (feet)	Height ^{6,10} (feet)	60%
								0 to 150:	30	
								151 to 250:	36	
								251 to 400:	40	
401 to 500:	52									
Neighborhood Business NB	5,000 square feet	50	10	15-25 ¹⁶	15-25 ¹⁶	2 ½ stories minimum; 52 feet (max.)		75%		
Proposed Zone	Proposed Wayside District	5,000 square feet	50	25	30	25	52 feet (by-right) 85 feet** (by special permit)		80%	

MARLBOROUGH CODE

NOTES:

- ¹ Note deleted.
 - ² Applies to all buildings erected on or after January 27, 1969; all others, 10 feet.
 - ³ Where abutting a residence district or within the Marlborough Village District where abutting an existing structure that has side-facing windows at the structure's lot line; otherwise 0 feet.
 - ⁴ Except where abutting a residence district, shall be 50 feet.
 - ⁵ Except for buildings extending through a block or to a railroad siding.
 - ⁶ For the purpose of measuring setback distances for the corresponding height restrictions, an owner of LI or I zoned land may count abutting residentially zoned land toward the setback requirement if such land is owned by the same owner. Ownership of the residential land and the LI or I land must continue to be held by the same entity.
 - ⁷ However, this frontage need not be contiguous.
 - ⁸ No part of any principal building shall be within 25 feet of any exterior lot line nor shall any part of any building be closer to any exterior lot line than the minimum side yard requirement which would have been applicable in the zoning district in which the land in question was located before it was rezoned into a Retirement Community Residence District. A building may be as close as 25 feet to the front yard line of the exterior lot; provided, however, that no said building shall be less than 50 feet from the side line of a public way.
 - ⁹ Excluding from lot size any land which prior to development of the site as a Retirement Community would be defined as a resource area as that term is defined in MGL c. 131, § 40.
 - ¹⁰ Buildings on a Large Tract Development Lot, which are more than 1,200 feet from a Residential Zone, may be built to a maximum height of 85 feet.
 - ¹¹ Maximum lot coverage for a Large Tract Development Lot shall be 50%.
 - ¹² Within the Marlborough Village District, special permits may allow for an increase in height to 80 feet; also, provided that the height of any development adjacent to any residential district shall be stepped down and shall not exceed 52 feet. (See § 650-33F.)
 - ¹³ Within the Marlborough Village District, special permits may allow for an increase in lot coverage.
 - ¹⁴ Except along the following streets in the Marlborough Village District where zero-foot setback is allowed by right: Main Street, the eastern side of South Bolton Street between Main Street and Granger Boulevard, and the northern side of Granger Boulevard between South Bolton Street and Main Street.
 - ¹⁵ Except that a special permit may be granted to reduce this to zero where public safety will not be impacted and the reduction will yield a better design.
 - ¹⁶ 15 ft for structures under 35 ft; increases to 25 ft for taller structures
- **The special permit height of 85 feet shall step down to 52 feet when the building is within 50 feet setback from a property line that abuts a residential district.**

EXHIBIT C



Marlborough Wayside District

Zoning Parcels

Parcels



The information depicted on this map is for planning purposes only.

Prepared by:
MAAPC Data Services
60 Temple Place, Boston, MA 02111 (617) 933-0700

Data Sources:
Parcels: Town of Marlborough
Roads: Massachusetts Department of Transportation (MassDOT),
Massachusetts Geographic Information System (MassGIS)

Date: 11/12/2019



0 500
Feet



City of Marlborough

Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

LEGAL@MARLBOROUGH-MA.GOV

JASON D. GROSSFIELD
CITY SOLICITOR

JASON M. PIQUES
ASSISTANT CITY SOLICITOR

HEATHER H. GUTIERREZ
PARALEGAL

December 10, 2019

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 DEC 10 A 10:34

Re: City Council Order No. 19-1007842
Special Permit Decision, Marlborough Hospital and UMASS Memorial Realty, Inc.
157 & 209 Union Street, Marlborough

Dear Honorable President Clancy and Councilors:

In accordance with Chapter 650-59C(13) of the Marlborough Zoning Ordinance, I provide this letter as to the legal form of the City Council's proposed findings on the above-referenced special permit application.

Enclosed is a copy of the proposed decision. I certify that it is in proper legal form.

Please contact me if you have any questions or concerns.

Respectfully,

Jay Piques
Assistant City Solicitor

Enclosure

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

_____, 2019

**NOTICE OF DECISION
GRANT OF SPECIAL PERMIT**

In City Council
Order No. # 19-1007824

Application of:
Marlborough Hospital and UMASS Memorial Realty, Inc.

Locus:
157 and 209 Union Street, Marlborough, MA
Parcel 56 on Assessors Map 43 and Parcel 192 on Assessors Map 56

DECISION

The City Council of the City of Marlborough hereby **GRANTS** the Application of Marlborough Hospital and UMASS Memorial Realty, Inc., with a mailing address of 306 Belmont Street, Worcester, MA, as provided in the DECISION and subject to the Findings of Fact and Conditions contained therein.

Decision date: _____, 2019

The Decision of the City Council was filed in the Office of the City Clerk of the City of Marlborough on the [] day of [], 2019.

APPEALS

Appeals, if any shall be made pursuant to Massachusetts General Laws, Chapter 40A, Section 17 and shall be filed within twenty (20) days after the date of the filing of this Notice of Decision in the Office of the City Clerk of the City of Marlborough, MA.

A TRUE COPY
ATTEST:

City Clerk

ORDERED:

IN CITY COUNCIL

DECISION ON A SPECIAL PERMIT

Application of:
Marlborough Hospital and UMASS Memorial Realty, Inc.

Locus:
157 and 209 Union Street, Marlborough, MA
Parcel 56 on Assessors Map 43 and Parcel 192 on Assessors Map 56

**DECISION ON A SPECIAL PERMIT
ORDER NO. 19-1007824**

The City Council of the City of Marlborough hereby GRANTS the Application for a Special Permit to Marlborough Hospital and UMASS Memorial Realty, Inc. (the “Applicant”) to alter a preexisting nonconforming hospital use and to construct and operate an medical office/clinic use at 157 and 209 Union Street, Marlborough, MA, for a women’s imaging center, as provided in this Decision and subject to the following Findings of Fact and Conditions.

FINDINGS OF FACT

1. Marlborough Hospital is a Massachusetts hospital corporation with an address of 306 Belmont Street, Worcester, MA. UMASS Memorial Realty, Inc., is a Massachusetts nonprofit corporation with an address of 306 Belmont Street, Worcester, MA. Marlborough Hospital and UMASS Memorial Realty, Inc. are together the “Applicant.”
2. The Applicant is the owner of the property located at 157 and 209 Union Street, Marlborough, Massachusetts, being shown as Parcel 56 on Assessors Map 43 and Parcel 192 on Assessors Map 56 (the “Site”).
3. In accordance with Article IV, Section 650-12.B, and Article V, Section 650-17, of the Zoning Ordinance of the City of Marlborough (the “Zoning Ordinance”), the Applicant proposes to alter a preexisting nonconforming hospital use and to construct and operate a medical office/clinic use for a women’s imaging center at the Site (the “Use”). As shown on the Site Plan referenced in paragraph 5 below, the Use consists of a 4,060 square foot medical office/clinic building, 16 new parking spaces, and landscaped areas, to be incorporated as part of the larger Marlborough Hospital campus.

4. The Applicant, by and through its counsel, filed with City Clerk of the City of Marlborough an Application for a Special Permit (“Application”) for the Use.

5. In connection with the Application, the Applicant submitted a certified list of abutters, filing fees, and a detailed site plan entitled “Special Permit Plans for Proposed Women’s Center” by Bohler Engineering, comprised of Sheets 1 through 8, with 3 additional boundary and topographic survey sheets, with the last revision date of September 27, 2019 (the “Site Plan”), and architectural drawings by LWDA Design consisting of a floor plan and exterior views of the building, attached hereto as “Attachment A.”

6. The Application was certified by the Building Commissioner of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, as having complied with Rule 4, items (a) through (m), of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.

7. The Site has an area of 861,512 square feet +/- as shown on the Site Plan.

8. The Site is located in the A-3 Residential Zoning District.

9. Section 650-17 of the Zoning Ordinance provides that a medical office/clinic use is allowed by special permit in the A-3 Zoning District.

10. The Site’s current hospital use is preexisting nonconforming, commencing prior to the adoption of the Marlborough Zoning Ordinance in 1956.

11. The Site is preexisting nonconforming with respect to lot coverage, having total impervious areas of 48.2% (the A-3 District has a maximum lot coverage of 30%). The Site Plan shows that the lot coverage associated with the Use would be 49.2%.

12. Pursuant to the Rules and Regulations of the City Council for the City of Marlborough and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application and the City Clerk for the City of Marlborough caused notice of the same to advertised and determined that notice of the same was provided to abutters entitled thereto in accordance with applicable regulations and law.

13. The Marlborough City Council, pursuant to Massachusetts General Laws Chapter 40A, opened a public hearing on the Application on Monday, November 18, 2019. The hearing was closed on that date.

14. The Applicant, through its representatives, presented testimony at the public hearing detailing the Use, describing its impact upon municipal services, the neighborhood, and traffic.

15. At the public hearing, one member of the public spoke in favor of the Use and no members of the public spoke in opposition to the Use.

**BASED ON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING
FINDINGS AND TAKES THE FOLLOWING ACTIONS**

A. The Applicant has complied with all Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.

B. The City Council finds that the alteration of the Site to contain a medical office/clinic use with an increased lot coverage of 49.2% for the Use would not be substantially more detrimental to the neighborhood than the existing nonconforming use.

C. The City Council finds that the preexisting nonconforming hospital use has not been abandoned for a period of two years or more.

D. The City Council finds that the proposed Use is not enlarged to more than 25% of the floor and ground area of the preexisting nonconforming hospital use at the Site.

E. The City Council finds that the proposed Use of the Site is an appropriate use and in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein. The City Council makes these findings subject to the completion and adherence by the Applicant, its successors and/or assigns to the conditions more fully set forth herein.

F. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby GRANTS the Applicant a Special Permit to alter a preexisting nonconforming hospital use and to construct and operate a medical office/clinic use for a women's imaging center at the Site as shown on the Site Plan filed, SUBJECT TO THE FOLLOWING CONDITIONS, which conditions shall be binding on the Applicant, its successors and/or assigns:

1. Construction in Accordance with Applicable Laws. Construction of all structures on the Site is to be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts, and shall be built according to the Site Plan as may be amended during Site Plan Review.

2. Site Plan Review. The issuance of the Special Permit is further subject to detailed Site Plan Review by the Site Plan Review Committee in accordance with the City of Marlborough Site Plan Review Ordinance prior to the issuance of the building permit. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions attached to the building permit, and no occupancy permit shall be issued until the Applicant has complied with all conditions. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Site Plan submitted, reviewed and approved by the City Council as the Special Permit Granting Authority.

3. Modification of Plans. Notwithstanding conditions #1 and #2 above, the City Council or the Site Plan Review Committee may make engineering changes to the Plans, so long

as said changes do not change the Use as approved herein, or materially increase the impervious area of the Use, reduce the green area, alter traffic flow, or increase the size, shape, or position of the building, all as shown on the Site Plan.

4. Incorporation of Submissions. All plans, photo renderings, site evaluations, briefs and other documentation provided by the Applicant as part of the Application, and as amended or revised during the application/hearing process before the City Council and/or the City Council's Urban Affairs Committee, are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.

5. Storm Water and Erosion Control Management. The Applicant, its successors and/or assigns, shall ensure that its site superintendent during construction of the project is competent in stormwater and erosion control management. This individual(s)' credentials shall be acceptable to the Engineering Division of the City's Department of Public Works and the City's Conservation Commission. This individual(s) shall be responsible for checking the Site before, during, and after storm events including weekends and evenings when storms are predicted. This individual(s) shall ensure that no untreated stormwater leaves the Site consistent with the State's and the City's stormwater regulations. This individual(s) shall ensure compliance with the approved sequence of construction plan and the approved erosion control plan. The Applicant, its successors and/or assigns, shall grant this individual(s) complete authority of the Site as it relates to stormwater and erosion controls.

6. Lighting. Exterior lighting at the Site shall be downward facing and shielded to minimize impacts on neighboring properties, with a lighting plan for the Site to be reviewed and further conditioned during the Site Plan Review process.

7. Pedestrian Access. As part of the Use, the Applicant shall construct a pedestrian walkway from Union Street along the new driveway for the Use, with the final details of the walkway to be approved by the Site Plan Review Committee and by the City Engineer.

8. Recording of Decision. In accordance with the provisions of Massachusetts General Laws, Chapter 40A, Section 11, the Applicant, its successors and/or assigns, at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and before the Applicant has applied to the Building Commissioner for a building permit. Upon recording, the Applicant shall forthwith provide a copy of the recorded Special Permit to the City Council's office, the Building Department, and the City Solicitor's office.

Yea: _____ - Nay: _____ - Absent: _____

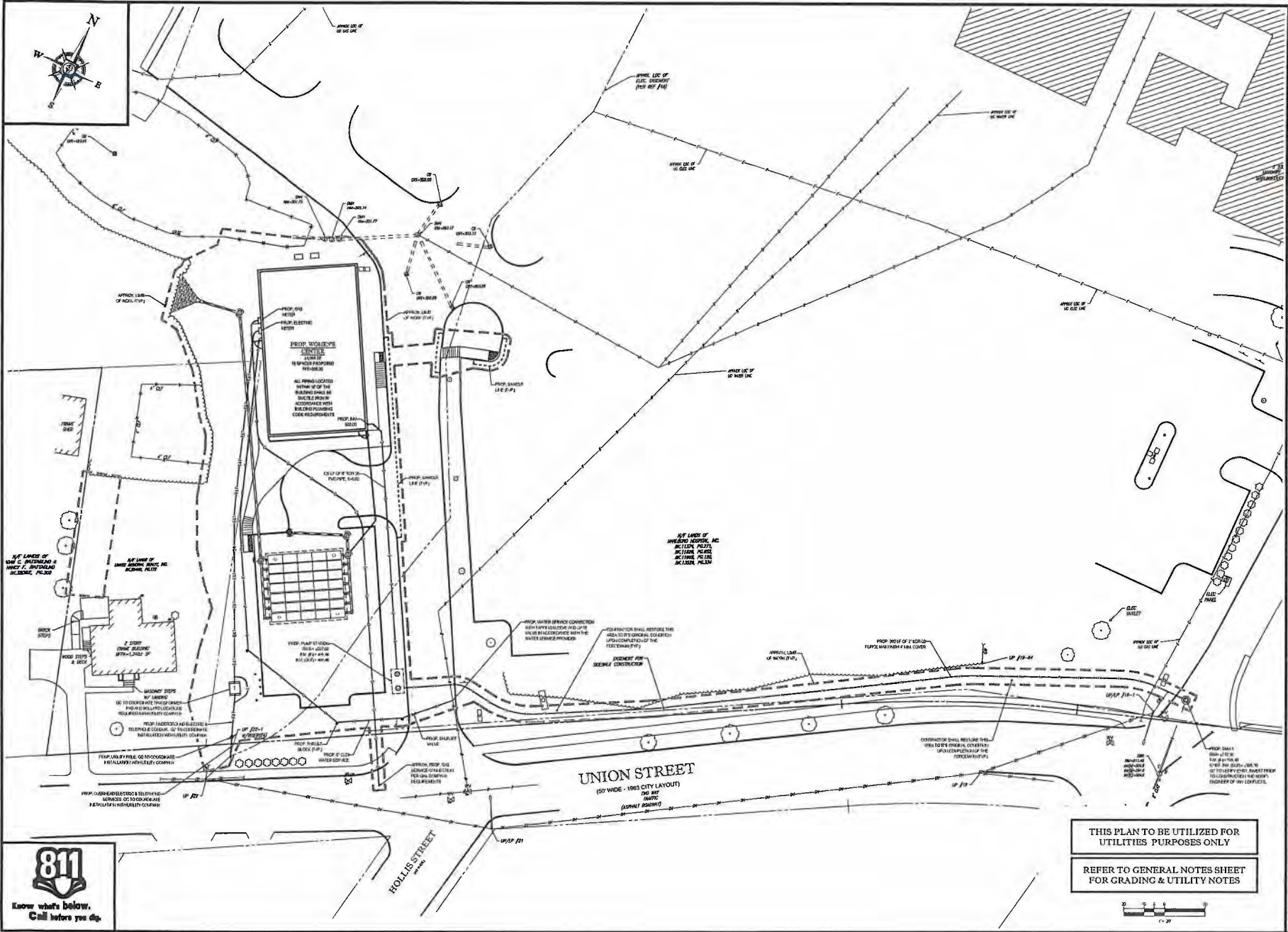
ADOPTED
In City Council
Order No. 19-1007824

Adopted: _____ 2019

A TRUE COPY

ATTEST: _____ City Clerk

ATTACHMENT A



BOHLER ENGINEERING

110 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
PHONE: (508) 440-9900
FAX: (508) 440-9910
WWW.BOHLERENGINEERING.COM

REGISTERED PROFESSIONAL ENGINEER
STATE OF MASSACHUSETTS
LICENSE NO. 100000
EXPIRES 12/31/2018

REVISIONS

REV	DATE	COMMENT	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

PERMIT SET

DRAWN BY:	WJH/ML
CHECKED BY:	WJH/ML
DATE:	05/26/2015
SCALE:	AS SHOWN
CAD L.O.:	001115015

SPECIAL PERMIT PLANS

FOR

UMassMemorial

LOCATION OF SITE
MAP #63, LOT #56 AND
MAP #56, LOT #192
157 AND 209 UNION STREET
CITY OF MARLBOROUGH
MIDDLESEX COUNTY,
MASSACHUSETTS

BOHLER ENGINEERING

352 TURNPIKE ROAD
SOUTHBOROUGH, MA 01772
PHONE: (508) 440-9900
FAX: (508) 440-9910
WWW.BOHLERENGINEERING.COM

J.G. SWERLING

PROFESSIONAL ENGINEER

STATE OF MASSACHUSETTS
LICENSE NO. 100000
EXPIRES 12/31/2018

SHEET TITLE

UTILITY PLAN

SHEET NUMBER

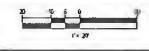
6

OF 8

REV 0 - 05/27/2015

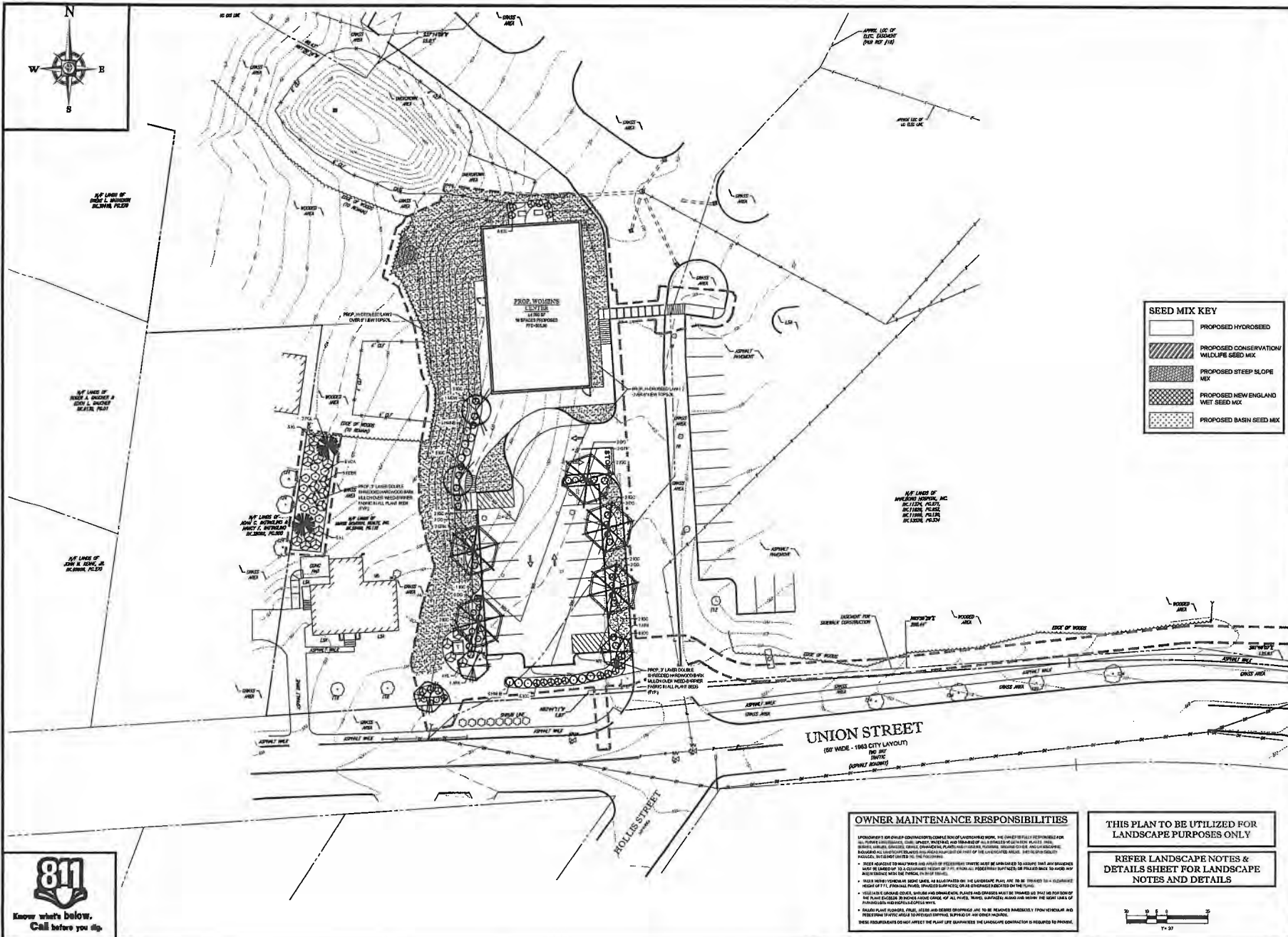
THIS PLAN TO BE UTILIZED FOR UTILITIES PURPOSES ONLY

REFER TO GENERAL NOTES SHEET FOR GRADING & UTILITY NOTES



811

Know what's below.
Call before you dig.



SEED MIX KEY

[Blank box]	PROPOSED HYDROSEED
[Diagonal lines box]	PROPOSED CONSERVATION/WILDLIFE SEED MIX
[Cross-hatch box]	PROPOSED STEEP SLOPE MIX
[Dotted box]	PROPOSED NEW ENGLAND WET SEED MIX
[Stippled box]	PROPOSED BASIN SEED MIX

BOHLER ENGINEERING

STATE OF MASSACHUSETTS REGISTERED PROFESSIONAL ENGINEERS
 LANDSCAPE ARCHITECTS
 352 TURNPIKE ROAD
 SOUTHBOROUGH, MA 01772
 PHONE: (508) 880-8000
 FAX: (508) 486-9000
 WWW.BOHLENERGINEERING.COM

REVISIONS

REV.	DATE	COMMENT	BY
1			
2			
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PERMIT SET

PROJECT NO: 1001118
 DRAWN BY: BMM
 DATE: 07/2014
 SCALE: AS SHOWN
 JOB NO: 1001118-1 LANDSCAPE

SPECIAL PERMIT PLANS

FOR

UMass Memorial

LOCATION OF SITE
 MAP #68, LOT #68 AND
 MAP #68, LOT #102
 157 AND 200 UNION STREET
 CITY OF MIDDLEBOROUGH
 MIDDLESEX COUNTY,
 MASSACHUSETTS

BOHLER ENGINEERING

352 TURNPIKE ROAD
 SOUTHBOROUGH, MA 01772
 PHONE: (508) 880-8000
 FAX: (508) 486-9000
 WWW.BOHLENERGINEERING.COM

M.J. MRVA

REGISTERED
 LANDSCAPE ARCHITECT

MASSACHUSETTS, 0101
 100 STATE ST., 10TH FLOOR
 BOSTON, MA 02109
 COMMERCIAL NO. 120

LANDSCAPE PLAN

SHEET NUMBER: **7**
 OF 8

REV 0 - 08/2014

OWNER MAINTENANCE RESPONSIBILITIES

UPON COMPLETION OF THIS LANDSCAPE PLAN, THE OWNER SHALL BE RESPONSIBLE FOR THE FOLLOWING:

- MAINTAIN ALL PLANTS AND TREES AS SHOWN ON THE PLAN AND AS SPECIFIED IN THE NOTES.
- MAINTAIN ALL PLANTS AND TREES AS SHOWN ON THE PLAN AND AS SPECIFIED IN THE NOTES.
- MAINTAIN ALL PLANTS AND TREES AS SHOWN ON THE PLAN AND AS SPECIFIED IN THE NOTES.

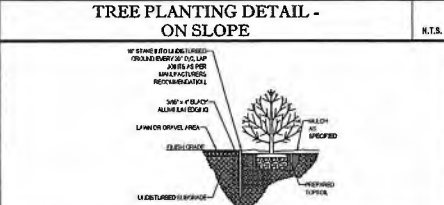
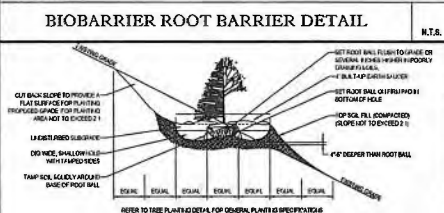
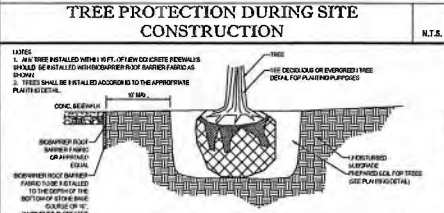
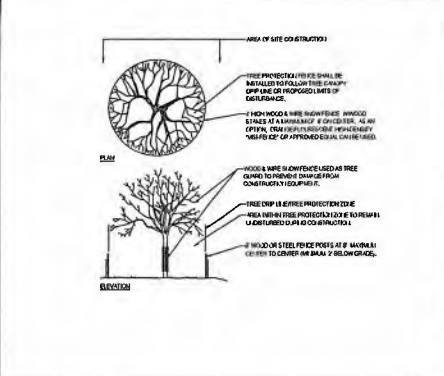
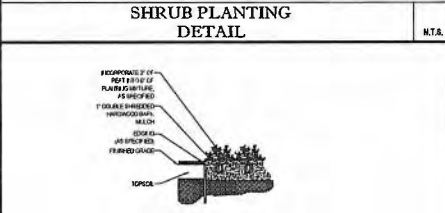
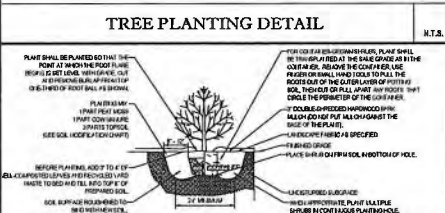
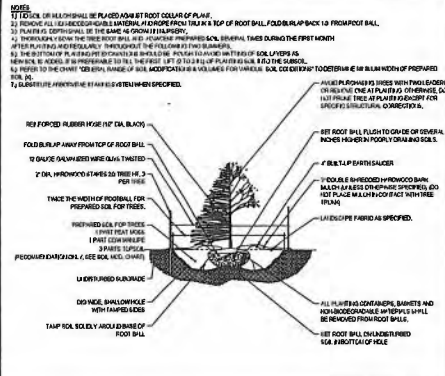
THIS PLAN TO BE UTILIZED FOR LANDSCAPE PURPOSES ONLY

REFER LANDSCAPE NOTES & DETAILS SHEET FOR LANDSCAPE NOTES AND DETAILS



LANDSCAPE SPECIFICATIONS

- SCOPE OF WORK:**
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.
- GENERAL:**
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.
- PLANTING:**
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.
- CONSTRUCTION:**
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.
- MAINTENANCE:**
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.
 - THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.



STANDARD FOR PERMANENT STABILIZATION WITH SOD

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

CONSERVATION/ WILDLIFE SEED MIX SPECIFICATIONS

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

BLACK ALUMINUM EDGING

1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

3. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE DESIGN, CONSTRUCTION, MAINTENANCE, AND REPLACEMENT OF THE LANDSCAPE CONTRACTOR'S WORK.

BOHLER ENGINEERING

LANDSCAPE ARCHITECTURE

157 AND 208 UNION STREET
MIDDLESEX COUNTY, MASSACHUSETTS
01902-1001

TEL: (508) 469-9000
FAX: (508) 469-9006
WWW.BOHLERENGINEERING.COM

REV.	DATE	COMMENT	BY
1			
2			
3			
4			
5			
6			
7			
8			
9			
10			
11			
12			
13			
14			
15			

PERMIT SET

PROJECT NO: 08/2008
DRAWN BY: J. BOHLER
CHECKED BY: J. BOHLER
DATE: 08/20/08
SCALE: AS NOTED
CAD ID: W181881008

SPECIAL PERMIT PLANS

FOR

UMass Memorial

LOCATION OF SITE
MAP #4, LOT #66 AND
MAP #58, LOT #162
157 AND 208 UNION STREET
CITY OF MARLBOROUGH
MIDDLESEX COUNTY,
MASSACHUSETTS

BOHLER ENGINEERING

362 TURNPIKE ROAD
SOUTH BROOKFIELD, MA 01772
Phone: (508) 469-9000
Fax: (508) 469-9006
WWW.BOHLERENGINEERING.COM

M.J. MRVA

REGISTERED LANDSCAPE ARCHITECT

MASSACHUSETTS REG. 10137
NEW YORK REG. 1212
NEW JERSEY REG. 1212
CONNECTICUT REG. 1212

SHEET TITLE:
LANDSCAPE NOTES & DETAILS SHEET

SHEET NUMBER:
8
OF 8

REV. 08/20/08

UTILITIES

THE FOLLOWING COMPANIES WERE NOTIFIED BY CHECK CALL SYSTEM (434-4477) AND REQUESTED TO MARK ALL UNDERGROUND FACILITIES AFFECTING AND SERVING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREON IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST. REQUEST NUMBER: 20160017

UTILITY COMPANY	PHONE NUMBER
VERIZON	1-800-832-0004
NETAR GAS	1-800-985-2000
NATIONAL GRID ELECTRIC	1-800-333-0222
COMCAST	1-800-834-6488



THE COMMONWEALTH OF MASSACHUSETTS REQUIRES INFORMATION OBTAINED BY THIS SURVEY TO BE DEPOSITED IN THE COMMONWEALTH.

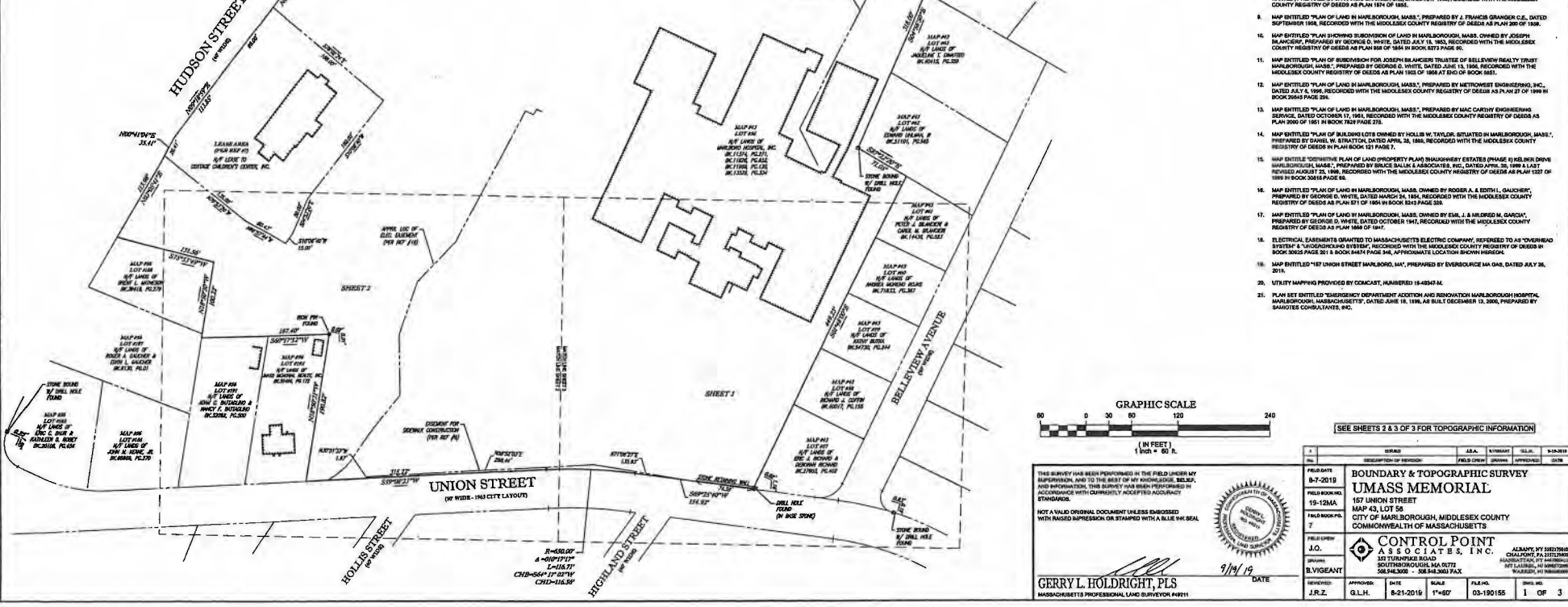
NOTES:

- PROPERTY SHOWN AS LOT 56 AS SHOWN ON THE CITY OF MARLBOROUGH, MIDDLESEX COUNTY, COMMONWEALTH OF MASSACHUSETTS MAP NO. 41.
- AREA = 848.68 SQUARE FEET OR 19.432 ACRES
- LOCATION OF UNDERGROUND UTILITIES ARE APPROXIMATE. LOCATIONS AND DEPTHS ARE BASED ON UTILITY MANHOLETS, ABOVE GROUND STRUCTURES THAT WERE VISIBLE & ACCESSIBLE IN THE FIELD, AND THE MAPS AS LISTED IN THE REFERENCES AND AS AT THE TIME OF THE SURVEY. AVAILABLE AS-BUILT PLANS AND UTILITY MANHOLETS DOES NOT GUARANTEE THE LOCATION OF ALL UNDERGROUND UTILITIES AND STRUCTURES. BEFORE ANY EXCAVATION IS TO BE MADE, ALL UNDERGROUND UTILITIES SHOULD BE VERIFIED AS TO THEIR LOCATION, SIZE AND TYPE BY THE PROPER UTILITY COMPANIES. CONTROL POINT ASSOCIATES, INC. DOES NOT GUARANTEE THE UTILITIES SHOWN THROUGH ALL BOOK UTILITIES IN THE AREA EXCEPT BY SURVEY OR INFORMATION.
- THIS PLAN IS BASED ON INFORMATION PROVIDED BY A SURVEY PREPARED IN THE FIELD BY CONTROL POINT ASSOCIATES, INC. AND OTHER REFERENCE MATERIAL, AS LISTED HEREON.
- THIS SURVEY WAS PREPARED WITHOUT THE BENEFIT OF A TITLE REPORT AND IS SUBJECT TO THE RESTRICTIONS, CONDITIONS AND/OR EXEMPTIONS THAT MAY BE CONTAINED THEREIN.
- BY GRAPHIC NOTING ONLY PROPERTY IS LOCATED IN FLOOD HAZARD ZONE "X" (AREAS DETERMINED TO BE OUTSIDE THE 0.2% ANNUAL CHANCE FLOOD PLANS PER REF. #2)
- ELEVATIONS REFER TO THE NORTH AMERICAN DATUM OF 1988 (NAD83), BASED ON GPS OBSERVATIONS UTILIZING THE ADJUSTED VRS NETWORK (DOWNTOWN) TAKEN AT THE TIME OF THE FIELD SURVEY.

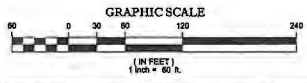
TEMPORARY BENCHMARK SET:
 TBM-A: MAG NAIL SET IN SIDEWALK ALONG UNION STREET, ELEVATION = 808.88

PRIOR TO CONSTRUCTION IT IS THE CONTRACTOR'S RESPONSIBILITY TO VERIFY THAT THE BENCHMARKS ILLUSTRATED ON THIS SHEET HAVE NOT BEEN DISTURBED AND THEIR ELEVATIONS HAVE BEEN CORRECTED. ANY CORRECTIONS MUST BE REPORTED PRIOR TO CONSTRUCTION.

ALL BUILDINGS SHOWN HEREON ARE APPROXIMATE AND BASED ON REFERENCED PLANS.



- REFERENCES:**
- THE TAX ASSESSOR'S MAP OF MARLBOROUGH, MIDDLESEX COUNTY, MAP 41.
 - MAP ENTITLED "NATIONAL FLOOD INSURANCE PROGRAM FIRMA FLOOD INSURANCE RATE MAP, MIDDLESEX COUNTY, MASSACHUSETTS (VALUATION) PANEL 481 OF 681 COMMUNITY-PANEL NUMBER 20000418, MAP REVISED: JULY 7, 2014.
 - MAP ENTITLED "RELOCATION PLAN OF UNION STREET MARLBOROUGH MASS. PREPARED BY ANTHONY CANNON CITY ENGINEER, DATED MAY 1982, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 1868 OF 1988 IN BOOK 1183 PAGE 132.
 - MAP ENTITLED "PLAN OF LAND IN MARLBOROUGH, MASS. OWNED BY MARLBOROUGH HOSPITAL, DATED JULY 1935, ON FILE WITH THE CITY OF MARLBOROUGH ENGINEERING DEPARTMENT AS PLAN 148.
 - MAP ENTITLED "PLAN OF LAND IN MARLBOROUGH, MASS. OWNED BY MARLBOROUGH HOSPITAL, PREPARED BY THOMPSON ASSOCIATES, INC., DATED FEBRUARY 28, 1982, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 1282 OF 1982 IN BOOK 1609 PAGE 252.
 - MAP ENTITLED "PLAN OF EASEMENT IN MARLBOROUGH, MASS. PREPARED BY ANTHONY CANNON CITY ENGINEER, DATED APRIL 10, 1982, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 1928 OF 1988 IN BOOK 1322 PAGE 23.
 - MAP ENTITLED "LEASE PLAN FOR COTTAGE CHILDREN'S CENTER IN MARLBOROUGH, MASSACHUSETTS PREPARED CENTRAL MASS. ENGINEERING & SURVEY, INC. DATED MAY 15, 1997, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 808 OF 1997 IN BOOK 2731 PAGE 48.
 - MAP ENTITLED "PLAN OF LAND IN MARLBOROUGH, MASS. OWNED BY RICHARD NORMAN AND EDWARD L. MARTEL, PREPARED BY J. FRANCIS GRANAGER C.E., DATED MAY 1984, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 1834 OF 1984.
 - MAP ENTITLED "PLAN OF LAND IN MARLBOROUGH, MASS. PREPARED BY J. FRANCIS GRANAGER C.E., DATED SEPTEMBER 1984, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 200 OF 1984.
 - MAP ENTITLED "PLAN SHOWING SUBDIVISION OF LAND IN MARLBOROUGH, MASS. OWNED BY JEREMY BLANCHARD, PREPARED BY GEORGE D. WHITE, DATED JULY 18, 1983, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 188 OF 1983 IN BOOK 2731 PAGE 48.
 - MAP ENTITLED "PLAN OF BOUNDARY FOR JOSEPH AN ARCHER TRUSTEE OF BELLEVUE REALTY TRUST MARLBOROUGH, MASS. PREPARED BY GEORGE D. WHITE, DATED JUNE 13, 1984, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 180 OF 1984 IN BOOK 2731 PAGE 48.
 - MAP ENTITLED "PLAN OF LAND IN MARLBOROUGH, MASS. PREPARED BY METROWEST ENGINEERS, INC., DATED JULY 4, 1999, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 27 OF 1999 IN BOOK 2847 PAGE 204.
 - MAP ENTITLED "PLAN OF LAND IN MARLBOROUGH, MASS. PREPARED BY MAC CARTHY ENGINEERING SERVICE, DATED OCTOBER 17, 1961, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 800 OF 1961 IN BOOK 2731 PAGE 275.
 - MAP ENTITLED "PLAN OF BUILDING LOTS OWNED BY HOLLS W. TAYLOR, SITUATED IN MARLBOROUGH, MASS. PREPARED BY DANIEL W. STRATTON, DATED APRIL 24, 1988, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN BOOK 21 PAGE 144.
 - MAP ENTITLED "SUBDIVISION PLAN OF LAND (PROPERTY PLAN) BRADSHAW ESTATE (PHASE 4) 1/2 BIRD DRIVE MARLBOROUGH, MASS. PREPARED BY BRUCE SHALL & ASSOCIATES, P.C., DATED APRIL 28, 1999 (PLAN 1) RECEIVED ABOUT 25, 1999, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 127 OF 1999 IN BOOK 2847 PAGE 204.
 - MAP ENTITLED "PLAN OF LAND IN MARLBOROUGH, MASS. OWNED BY ROBERT A. & EDITH A. GAUGHAN, PREPARED BY GEORGE D. WHITE, DATED MARCH 24, 1984, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 871 OF 1984 IN BOOK 2847 PAGE 204.
 - MAP ENTITLED "PLAN OF LAND IN MARLBOROUGH, MASS. OWNED BY EDL A. & MILDRED G. GARDIA, PREPARED BY GEORGE D. WHITE, DATED OCTOBER 1941, RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS AS PLAN 108 OF 1941.
 - ELECTRICAL EASEMENTS GRANTED TO MASSACHUSETTS ELECTRIC COMPANY, REFERRED TO AS "OVERHEAD SYSTEM" & "UNDERGROUND SYSTEM", RECORDED WITH THE MIDDLESEX COUNTY REGISTRY OF DEEDS IN BOOK 2022 PAGE 201 & BOOK 2848 PAGE 248, APPROXIMATE LOCATION SHOWN HEREON.
 - MAP ENTITLED "187 UNION STREET MARLBOROUGH, MA", PREPARED BY EVERENCOUR MA GAS, DATED JULY 24, 2016.
 - UTILITY MAPPINGS PROVIDED BY COMCAST, NUMBERED 19-48042-84.



SEE SHEETS 2 & 3 OF 3 FOR TOPOGRAPHIC INFORMATION

THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS. NOT A VALID ORIGINAL DOCUMENT UNLESS ENCLOSED WITH RAISED IMPRESSION OR STAMPED WITH A BLUE INK SEAL.

GERRY L. HOLDRIGHT, PLS
 MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #4911

DATE: 9/9/19

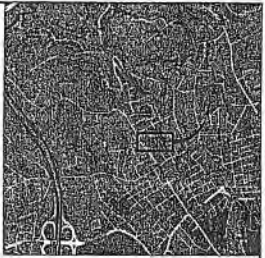
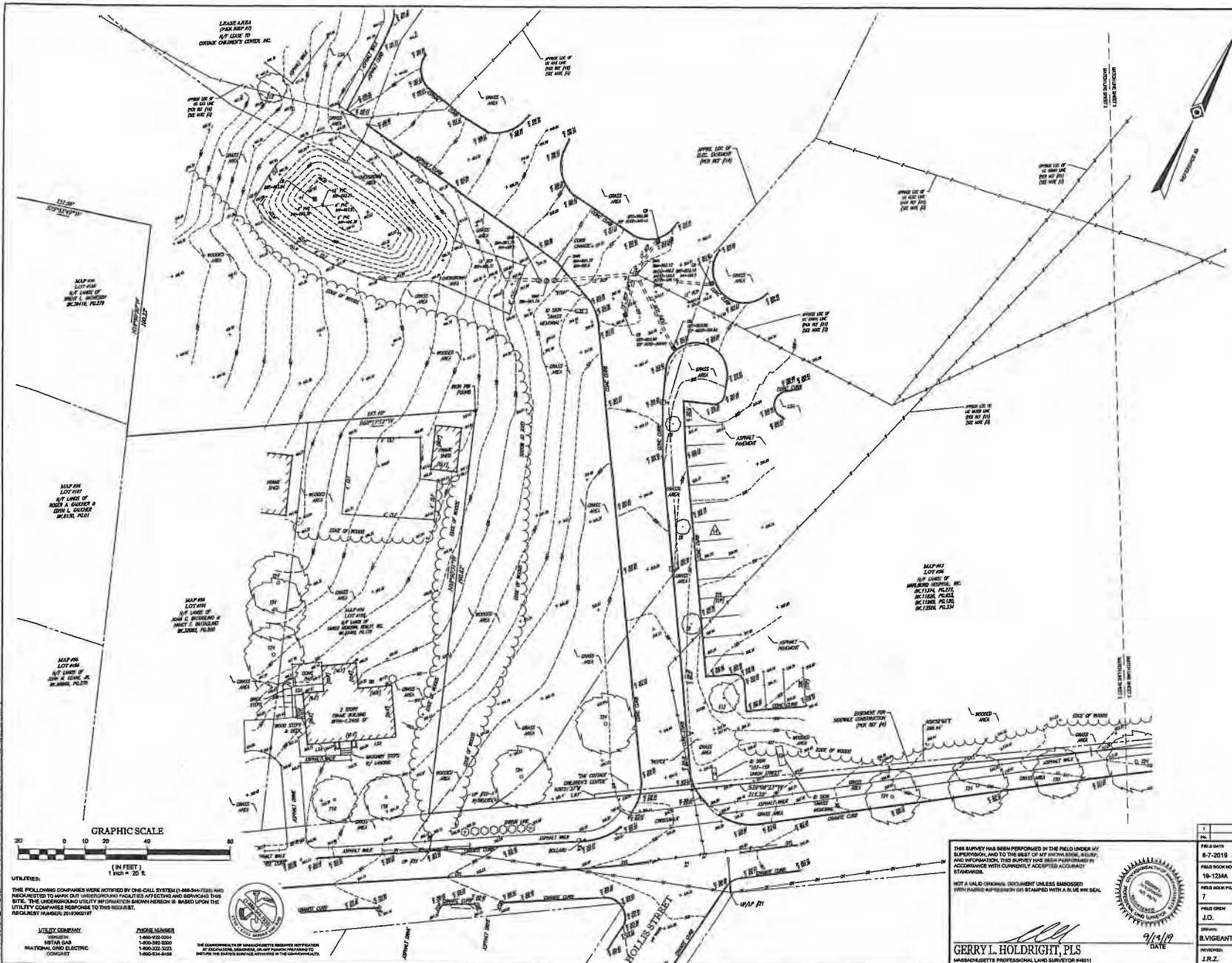
BOUNDARY & TOPOGRAPHIC SURVEY
UMASS MEMORIAL
 187 UNION STREET
 MAP 43, LOT 56
 CITY OF MARLBOROUGH, MIDDLESEX COUNTY
 COMMONWEALTH OF MASSACHUSETTS

CONTROL POINT ASSOCIATES, INC.
 333 TOWNSEND ROAD
 MARLBOROUGH, MASS 01583-3008
 TEL: 508-546-3008 FAX: 508-546-3003

REV.	DATE	BY	DESCRIPTION
1	8-21-2016	G.L.H.	INITIAL SET

ALBANY, NY 38212608
 CHAPOINT, PA 31716000
 HARRISBURG, PA 31760000
 WASHINGTON, DC 31760000
 WASHINGTON, DC 31760000

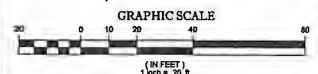
APPROVED: J.R.Z. DATE: 8-21-2016 SCALE: 1"=60' FILE NO.: 03-191055 SHEET NO.: 1 OF 3



LOCUS MAP
COURTESY OF MARLBOROUGH STREET MAPS
2017 TO SCALE

- LEGEND**
- BATHYMETRIC CONTOUR
 - X 12.14 EXISTING SPOT ELEVATION
 - X 12.14 EXISTING TOP OF CURB ELEVATION
 - X 12.14 EXISTING GUTTER ELEVATION
 - X 12.14 EXISTING TOP OF WALL ELEVATION
 - X 12.14 EXISTING BOTTOM OF WALL ELEVATION
 - HYDRANT
 - WATER VALVE
 - ELECTRIC METER
 - OVERHEAD WIRES
 - APPROX. LOC. UNDERGROUND GAS LINE
 - APPROX. LOC. UNDERGROUND WATER LINE
 - UTILITY POLE
 - UTILITY POLE LIGHT POLE
 - GUY WIRE
 - AREA LIGHT
 - SIGN
 - BOLLARD
 - CHAIN LINK FENCE
 - EDGE OF PAVEMENT
 - LANDSCAPED AREA
 - TYPICAL
 - DRIVEWAY/STREETWAY MANHOLE
 - SANITARY/SEWER MANHOLE
 - CATCH BASIN OR INLET
 - TREE & TRUNK SIZE
 - BIURBS
 - PARKING SPACE COUNT
 - SOLID WHITE LINE
 - SOLID YELLOW LINE
 - SOLID BLUE LINE
 - BUILDING FOOTPRINT AREA
 - FINISH ELEVATION
 - GRADE ELEVATION

SEE SHEET 1 OF 3 FOR NOTES AND REFERENCES



UTILITIES:
THE FOLLOWING COMPANIES WERE NOTIFIED BY ONE-CALL SYSTEM (1-888-344-7353) AND REQUESTED TO MARK OR UNDERGROUND FACILITIES AFFECTING AND SERVING THIS SITE. THE UNDERGROUND UTILITY INFORMATION SHOWN HEREIN IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS REQUEST.
REQUEST NUMBER 2019002197

UTILITY COMPANY
NATURAL GAS
NATIONAL GRID ELECTRIC
CONQUEST

PHONE NUMBERS
1-800-852-0044
1-800-852-0050
1-800-322-3223
508-534-6438

THE COMMONWEALTH OF MASSACHUSETTS RESOLVED TO PROVIDE INFORMATION TO ANY PERSON REQUESTING TO BE AWARE OF THE LOCATION OF ANY FACILITIES UNDERGROUND AT THE COMMENCEMENT OF THE SURVEY. THE SURVEYOR SHALL BE RESPONSIBLE FOR OBTAINING SUCH INFORMATION.



THIS SURVEY HAS BEEN PERFORMED BY THE FIELD UNDER MY SUPERVISION, AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED SURVEYING STANDARDS.

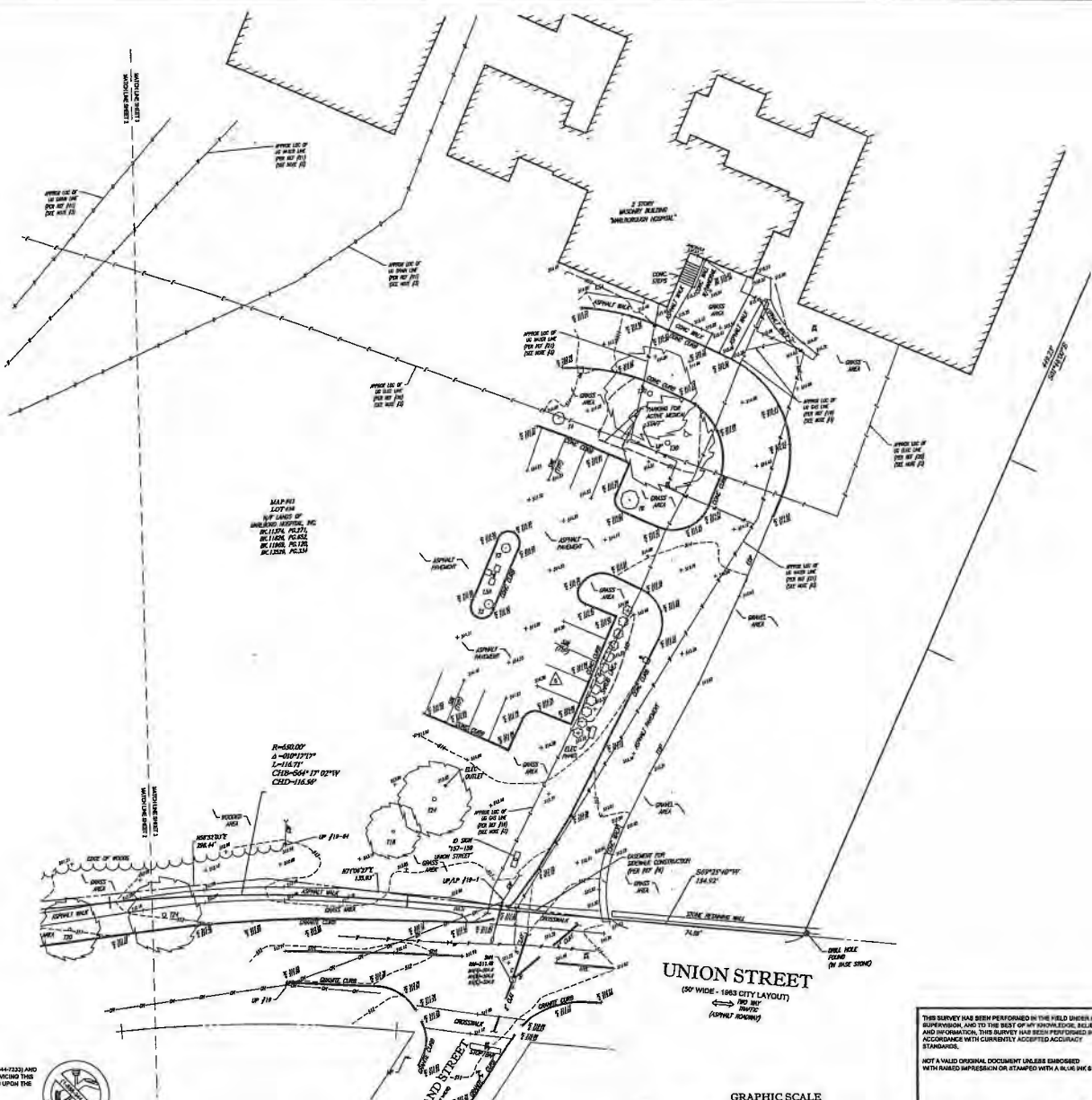
NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSED WITH HARBOR REPRESENTATION OR STAMPED WITH A BLUE INK SEAL.



GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #4811

NO.	DESCRIPTION OF REVISION	FIELD CHECK	DATE
1			

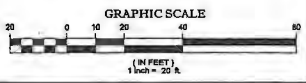
FIELD DATE	8-7-2019	BOUNDARY & TOPOGRAPHIC SURVEY	
FIELD BOOK NO.	19-12MA	UMASS MEMORIAL	
FIELD BOOK P.	7	157 UNION STREET MAP 43, LOT 58 CITY OF MARLBOROUGH, MIDDLESEX COUNTY COMMONWEALTH OF MASSACHUSETTS	
FIELD DRAWN	J.O.	CONTROL POINT ASSOCIATES, INC. 157 UNION STREET 311 TUDOR CITY ROAD SOUTH BORO, MASSACHUSETTS 01557 508-348-3000 • 508-348-3003 FAX	
FIELD CHECKED	B.VIGEANT		
APPROVED	J.R.Z.	DATE	8-21-2019
SCALE	1" = 20'	FILE NO.	03-190155
DWG. NO.	2	OF	3



LOCUS MAP
0100 BIRD HILL STREET MAP
NOT TO SCALE

- LEGEND**
- EXISTING CONTOUR
 - X 12.15 EXISTING SPOT ELEVATION
 - X 12.15 EXISTING TOP OF CURB ELEVATION
 - X 12.15 EXISTING OUTER ELEVATION
 - X 12.15 EXISTING TOP OF WALL ELEVATION
 - X 12.15 EXISTING BOTTOM OF WALL ELEVATION
 - HYDANT HYDRANT
 - WATER VALVE
 - ELECTRIC METER
 - OVERHEAD WIRES
 - APPROX LOC. UNDERGROUND GAS LINE
 - APPROX LOC. UNDERGROUND WATER LINE
 - UTILITY POLE
 - UTILITY POLE/KNIT POLE
 - UTILITY POLE
 - AREA LIGHT
 - BIGH
 - BOLLARD
 - CHAIN LINK FENCE
 - EDGE OF PAVEMENT
 - LANDSCAPED AREA
 - MANHOLE
 - MANHOLE/STORM MANHOLE
 - MANHOLE/SEWER MANHOLE
 - CATCH BASIN OR INLET
 - TREE & TRUNK SIZE
 - SPURDS
 - PARKING SPACE COUNT
 - SOLID WHITE LINE
 - SOLID YELLOW LINE
 - SOLID BLUE LINE
 - BUILDING FOOTPRINT AREA
 - INVERT ELEVATION
 - GRATE ELEVATION

SEE SHEET 1 OF 3 FOR NOTES AND REFERENCES



THIS SURVEY HAS BEEN PERFORMED IN THE FIELD UNDER MY SUPERVISION AND TO THE BEST OF MY KNOWLEDGE, BELIEF, AND INFORMATION, THIS SURVEY HAS BEEN PERFORMED IN ACCORDANCE WITH CURRENTLY ACCEPTED ACCURACY STANDARDS.

NOT A VALID ORIGINAL DOCUMENT UNLESS EMBOSSSED WITH RANDED IMPRESSION OR STAMPED WITH A BLUE INK SEAL

GERRY L. HOLDRIGHT, PLS
MASSACHUSETTS PROFESSIONAL LAND SURVEYOR #48171



1	SHED	USA	STATEWIDE	BLJ	8-28-2019
NO.	DESCRIPTION OF REGION	FIELD COUNTY	COUNTY	APPROVER	DATE
PROJECT	BOUNDARY & TOPOGRAPHIC SURVEY				
FIELD BOOK NO.	UMASS MEMORIAL				
19-12MA	157 UNION STREET				
MAP 43, LOT 98	CITY OF MAULBROUGH, MIDDLESEX COUNTY				
7	COMMONWEALTH OF MASSACHUSETTS				
FILED BY	CONTROL POINT ASSOCIATES, INC.				
DATE	9/18/19				
APPROVED	DATE	FILED	DATE	APPROVED	DATE
J.R.Z.	G.L.H.	8-21-2019	11-20	03-190155	3 OF 3

UTILITIES:
THE FOLLOWING COMPANIES WERE NOTIFIED BY ONE-CALL SYSTEM (1-800-344-7233) AND REQUESTED TO MARK OUT UNDERGROUND FACILITIES AFFECTING AND SERVICING THIS SITE. THE UNDERGROUND UTILITY INFORMATION FROM THESE PERSONS IS BASED UPON THE UTILITY COMPANIES RESPONSE TO THIS MESSAGE.
REQUEST NUMBER: 201900219

UTILITY COMPANY
VERIZON
NATURAL GAS
NATIONAL GRID ELECTRIC

PHONE NUMBER
1-800-222-6264
1-800-241-1381
1-800-332-9233
1-800-834-8489

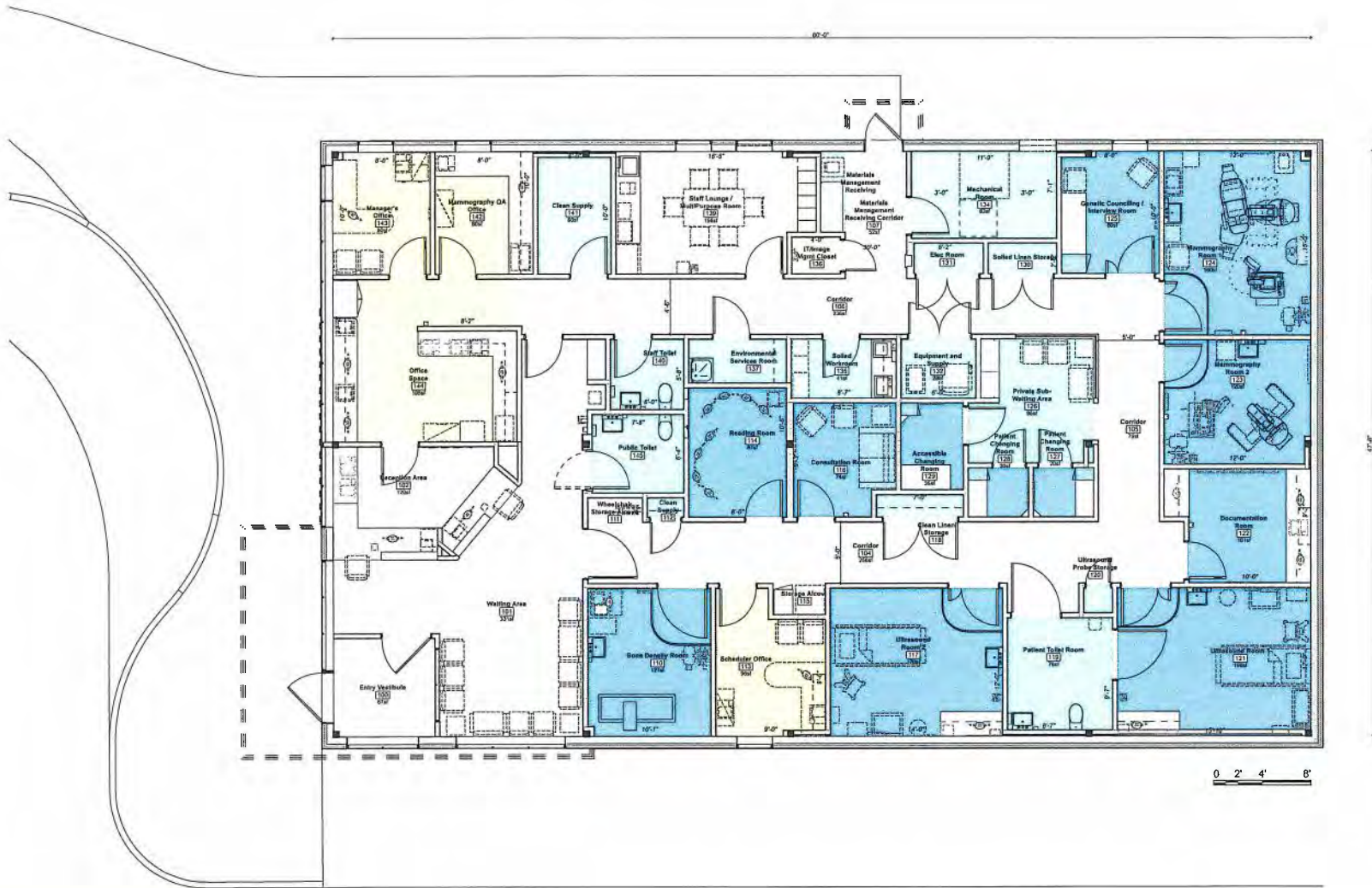
THE COMMONWEALTH OF MASSACHUSETTS REGULAR NOTIFICATION BY EMBOSSED IMPRESSION OR BY STAMPED WITH A BLUE INK SEAL OBTAIN THE EXACTED SURFACE APPLICABLE IN THE COMMONWEALTH OF MASSACHUSETTS.





157 Union Street, Marlborough, MA 01752

11/12/19



Floor Plan
UMass Memorial - Marlborough Hospital - Women's Imaging Center



City of Marlborough

Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

LEGAL@MARLBOROUGH-MA.GOV

JASON D. GROSSFIELD
CITY SOLICITOR

JASON M. PIQUES
ASSISTANT CITY SOLICITOR

HEATHER H. GUTIERREZ
PARALEGAL

December 11, 2019

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2019 DEC 11 P 4:51

Re: City Council Order No. 19-1007809
Special Permit Decision, 19 Ash Street, Marlborough ("Trailside Terrace")

Dear Honorable President Clancy and Councilors:

In accordance with Chapter 650-59C(13) of the Marlborough Zoning Ordinance, I provide this letter as to the legal form of the City Council's proposed findings on the above-referenced special permit application.

Condition #9, "Sight Line Easement Area" now incorporates the primary line of sight visibility terms from the 2005 easement to the City of Marlborough, as a condition of the special permit itself. Upon review of City records, due to unresolved encumbrances in the chain of title which could have potentially taken precedence, the City never made payment for the easement nor was the easement recorded with the registry of deeds. The inclusion of the language in this condition is intended to address the city's interest in visibility at this location.

Enclosed is a copy of the proposed decision. I certify that it is in proper legal form.

Please contact me if you have any questions or concerns.

Respectfully,

Jay Piques
Assistant City Solicitor

Enclosure

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

_____, 2019

**NOTICE OF DECISION
GRANT OF SPECIAL PERMIT**

In City Council
Order No. # 19-1007809

Application of:
119 Ash Street, LLC (David Skarin, Manager)

Locus:
19 Ash Street, Marlborough, MA
Parcel 29 on Assessors Map 43

DECISION

The City Council of the City of Marlborough hereby **GRANTS** the Application of 119 Ash Street, LLC with a mailing address of 1 Turner Ridge Road, Marlborough, MA, as provided in the DECISION and subject to the Findings of Fact and Conditions contained therein.

Decision date: _____, 2019

The Decision of the City Council was filed in the Office of the City Clerk of the City of Marlborough on the [] day of [], 2019.

APPEALS

Appeals, if any shall be made pursuant to Massachusetts General Laws, Chapter 40A, Section 17 and shall be filed within twenty (20) days after the date of the filing of this Notice of Decision in the Office of the City Clerk of the City of Marlborough, MA.

A TRUE COPY
ATTEST:

City Clerk

ORDERED:

IN CITY COUNCIL

DECISION ON A SPECIAL PERMIT

Application of:
119 Ash Street, LLC (David Skarin, Manager)

Locus:
19 Ash Street, Marlborough, MA
Parcel 29 on Assessors Map 43

**DECISION ON A SPECIAL PERMIT
ORDER NO. 19-1007809**

The City Council of the City of Marlborough hereby GRANTS the Application for a Special Permit to 119 Ash Street, LLC (the “Applicant”) to alter a preexisting nonconforming contractor’s yard use to an 11-unit residential townhouse project and to convert an existing single-family dwelling to a two-family dwelling at 19 Ash Street, Marlborough, MA, as provided in this Decision and subject to the following Findings of Fact and Conditions.

FINDINGS OF FACT

1. 119 Ash Street, LLC is a Massachusetts limited liability company with an address of 1 Turner Ridge Road, Marlborough, MA (the “Applicant.”)
2. The Applicant is the prospective owner of the property located at 19 Ash Street, Marlborough, Massachusetts, being shown as Parcel 29 on Assessors Map 43 (the “Site”).
3. In accordance with Article IV, Section 650-12.B, and Article V, Section 650-17 and Section 18.A(2), of the Zoning Ordinance of the City of Marlborough (the “Zoning Ordinance”), the Applicant proposes to alter a preexisting nonconforming contractor’s yard use to an 11-unit residential townhouse project and to convert an existing single-family dwelling to a two-family dwelling at the Site (the “Use”). As shown on the Site Plan referenced in paragraph 5 below, the Use consists of six buildings with 13 two-bedroom units, 49 parking spaces (26 spaces in unit garages and 23 driveway spaces), and landscaped areas.
4. The Applicant, by and through its counsel, filed with City Clerk of the City of Marlborough an Application for a Special Permit (“Application”) for the Use.
5. In connection with the Application, the Applicant submitted a certified list of abutters, filing fees, and a detailed site plan entitled “Trailside Terrace, Marlborough, MA, Site

Plan” by Bruce Saluk & Assoc., Inc, with the last revision date of November 12, 2019 (the “Site Plan”), and architectural drawings by Reeves Design Associates, attached hereto as **“Attachment A.”**

6. The Application was certified by the Building Commissioner of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, as having complied with Rule 4, items (a) through (m), of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.

7. The Site, which abuts the Assabet River Rail Trail, has an area of 84,379 square feet +/- and frontage on Ash Street, as shown on the Site Plan.

8. The Site is located in the A-3 Residential Zoning District.

9. The Site currently contains (i) a single-family dwelling constructed in the late 1700s with a floor area of 3,469 square foot +/- (not including basement rooms or open attic space), and (ii) a preexisting nonconforming contractor’s yard, commenced prior to the adoption of the Marlborough Zoning Ordinance in 1956.

10. The Site is preexisting nonconforming with respect to lot coverage, having total impervious areas of 66% (the A-3 District has a maximum lot coverage of 30%).

11. The Site Plan shows that the lot coverage associated with the 11-unit residential townhouse portion of the Use (Lot 1 on the Site Plan) would be 51%, and the lot coverage associated with the two-family dwelling portion of the Use (Lot 2 on the Site Plan) would be 33%.

12. Section 650-17 and Section 18.A(2) of the Zoning Ordinance provide that a single-family dwelling existing at the time of the passage of the original Zoning Ordinance in 1956 may, by special permit, be converted to accommodate two families, provided that:

- a. The house contains at least 1,800 square feet of gross floor area, not including basement rooms or open attic space;
- b. The lot has an area of at least 10,000 square feet in the A-3 Zoning District;
- c. The appearance and character of a single-family house is preserved; and
- d. Stairways, unless on the rear of the building, shall be located within the walls of the building and, on corner lots, shall be within the walls of the building.

13. Pursuant to the Rules and Regulations of the City Council for the City of Marlborough and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application and the City Clerk for the City of Marlborough caused notice of the same to advertised and determined that notice of the same was provided to abutters entitled thereto in accordance with applicable regulations and law.

14. The Marlborough City Council, pursuant to Massachusetts General Laws Chapter 40A, opened a public hearing on the Application on Monday, November 18, 2019. The hearing was closed on that date.

15. The Applicant, through its representatives, presented testimony at the public hearing detailing the Use, describing its impact upon municipal services, the neighborhood, and traffic.

16. At the public hearing, one member of the public spoke in favor of the Use and no members of the public spoke in opposition to the Use.

**BASED ON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING
FINDINGS AND TAKES THE FOLLOWING ACTIONS**

A. The Applicant has complied with all Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.

B. The City Council finds that the alteration of the Site to contain an 11-unit residential townhouse community would not be substantially more detrimental to the neighborhood than the existing nonconforming contractor's yard use.

C. The City Council finds that the preexisting nonconforming contractor's yard use has not been abandoned for a period of two years or more.

D. The City Council finds that the proposed Use is not enlarged to more than 25% of the floor and ground area of the preexisting nonconforming contractor's yard use at the Site.

E. The City Council finds that the proposed two-family dwelling conversion meets the requirements of Section 18.A(2) of the Zoning Ordinance because (i) the current single-family dwelling existed at the time of the passage of the original Zoning Ordinance in 1956, (ii) the current single-family dwelling contains at least 1,800 square feet of gross floor area not including basement rooms or open attic space, (iii) the portion of the Site available for the proposed two-family dwelling conversion has an area of at least 10,000 square feet in the A-3 Zoning District, (iv) the appearance and character of the single-family dwelling will be preserved based upon the architectural drawings provided in Attachment A, and (v) stairways associated with the two-family dwelling conversion will be located within the walls of the building.

F. The City Council finds that the proposed Use of the Site is an appropriate use and in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein. The City Council makes these findings subject to the completion and adherence by the Applicant, its successors and/or assigns to the conditions more fully set forth herein.

G. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby GRANTS the

Applicant a Special Permit to alter a preexisting nonconforming contractor's yard use to an 11-unit residential townhouse project and to convert an existing single-family dwelling to a two-family dwelling at the Site as shown on the Site Plan filed, SUBJECT TO THE FOLLOWING CONDITIONS, which conditions shall be binding on the Applicant, its successors and/or assigns:

1. Construction in Accordance with Applicable Laws. Construction of all structures on the Site is to be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts, and shall be built according to the Site Plan as may be amended during Site Plan Review.

2. Site Plan Review. The issuance of the Special Permit is further subject to detailed Site Plan Review by the Site Plan Review Committee in accordance with the City of Marlborough Site Plan Review Ordinance prior to the issuance of the building permit. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions attached to the building permit, and no occupancy permit shall be issued until the Applicant has complied with all conditions. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Site Plan submitted, reviewed and approved by the City Council as the Special Permit Granting Authority.

3. Modification of Plans. Notwithstanding conditions #1 and #2 above, the City Council or the Site Plan Review Committee may make engineering changes to the Plans, so long as said changes do not change the Use as approved herein, or materially increase the impervious area of the Use, reduce the green area, alter traffic flow, or increase the size, shape, or position of the buildings, all as shown on the Site Plan.

4. Incorporation of Submissions. All plans, photo renderings, site evaluations, briefs and other documentation provided by the Applicant as part of the Application, and as amended or revised during the application/hearing process before the City Council and/or the City Council's Urban Affairs Committee, are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.

5. Storm Water and Erosion Control Management. The Applicant, its successors and/or assigns, shall ensure that its site superintendent during construction of the project is competent in stormwater and erosion control management. This individual(s)' credentials shall be acceptable to the Engineering Division of the City's Department of Public Works and the City's Conservation Commission. This individual(s) shall be responsible for checking the Site before, during, and after storm events including weekends and evenings when storms are predicted. This individual(s) shall ensure that no untreated stormwater leaves the Site consistent with the State's and the City's stormwater regulations. This individual(s) shall ensure compliance with the approved sequence of construction plan and the approved erosion control plan. The Applicant, its successors and/or assigns, shall grant this individual(s) complete authority of the Site as it relates to stormwater and erosion controls.

6. Lighting. Exterior lighting at the Site shall be downward facing and shielded to minimize impacts on neighboring properties, with a lighting plan for the Site to be reviewed and further conditioned during the Site Plan Review process.

7. Screening for Abutters. As part of the Use, the Applicant shall provide vegetated screening along the eastern side of the Site, and shall install new or replacement fencing adjacent to the property at 212 Hudson Street, to screen the Use from abutting properties, with the final details of the landscaping and fencing plan to be addressed during the Site Plan Review process.

8. Pedestrian Access to Rail Trail. As part of the Site Plan Review process, the Applicant shall address pedestrian access from the Site to the abutting Assabet River Rail Trail.

9. Sight Line Easement Area. As part of the Site Plan Review process, the Applicant shall provide a landscaping plan deemed acceptable to the Site Plan Review Committee that does not interfere with the sight line easement held by the City over portions of the Site. This Special Permit does not authorize any interference with any easement rights, and Applicant acknowledges that certain Grant of Easement to the City dated December 7, 2005. As a condition of this special permit, the Applicant agrees that they shall maintain the area shown on a plan referenced in said easement and also shown in the Plans as the “municipal easement” or “city easement” area for the benefit of the City and agree that they shall not place any item on said area that shall be in excess of two (2’) feet in height. This shall include, but not be limited to, any manmade structure and any natural vegetation. The Applicant shall keep any vegetation in said area trimmed to prevent said growth from exceeding two (2’) feet in height. All vegetation, trees, shrubs, bushes, plants, walls, fences and any other item located within said area which exceeds two feet six inches (2’6”) in height shall be removed.

10. Trailside Landscaping and Maintenance. The Applicant shall provide landscaped areas featuring a variety of flower types along the Site’s boundary with the Assabet River Rail Trail, with a landscaping plan deemed acceptable to the Site Plan Review Committee through the Site Plan Review process. The Applicant shall be responsible for maintaining these landscaped areas in a manner deemed acceptable to the Site Plan Review Committee through the Site Plan Review process.

11. Crosswalk Painting. Prior to the issuance of an occupancy permit for the Use, or at such later time if authorized by the City Engineer, the Applicant shall repaint the crosswalk of the Assabet River Rail Trail on Ash Street in a manner approved by the City Engineer.

12. Ash Street Traffic. As part of the Site Plan Review process, the Applicant shall address any traffic impacts of the Use with respect to Ash Street.

13. Recording of Decision. In accordance with the provisions of Massachusetts General Laws, Chapter 40A, Section 11, the Applicant, its successors and/or assigns, at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and before the Applicant has applied to the Building Commissioner for a building permit. Upon recording, the Applicant shall forthwith provide a copy of the recorded Special Permit to the City Council’s office, the Building Department, and the City Solicitor’s office.

Yea: _____ - Nay: _____ - Absent: _____

ADOPTED
In City Council
Order No. 19-1007809

Adopted: _____ 2019

A TRUE COPY
ATTEST: _____ City Clerk

ATTACHMENT A

TRAILSIDE TERRACE MARLBOROUGH, MA

— SITE PLAN —

CITY COUNCIL SPECIAL PERMIT # _____

PLANS LISTED ON THIS SHEET WITH REVISION DATES AS SHOWN

APPROVED:

CITY COUNCIL: _____ DATE: _____

SITE PLAN APPROVAL # _____

PLANS LISTED ON THIS SHEET WITH REVISION DATES AS SHOWN

APPROVED:

ENGINEERING: _____ DATE: _____

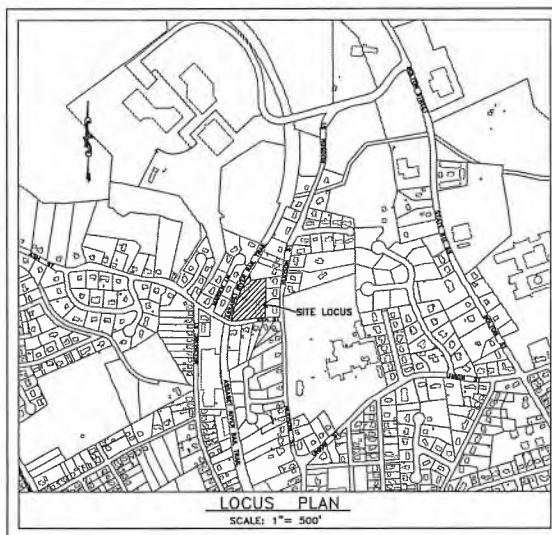
BUILDING: _____ DATE: _____

CONSERVATION: _____ DATE: _____

FIRE DEPT.: _____ DATE: _____

POLICE DEPT.: _____ DATE: _____

BOARD OF HEALTH: _____ DATE: _____



SHEET INDEX

	DATE	REVISION DATE
EX: EXISTING CONDITIONS	9-19-19	-----
C1: LAYOUT PLAN	9-19-19	11-12-19
C2: GRADING & EROSION CONTROL PLAN	9-19-19	11-12-19
C3: DRAINAGE & UTILITIES PLAN	9-19-19	11-12-19
C4: SEWER & WATER PLAN	9-19-19	11-12-19
C5: PLANTING PLAN	9-19-19	11-12-19
C6: DETAIL SHEET	9-16-19	-----
C7: DETAIL SHEET	9-16-19	-----
C8: DETAIL SHEET	9-16-19	11-12-19
C9: DETAIL SHEET	11-12-19	-----

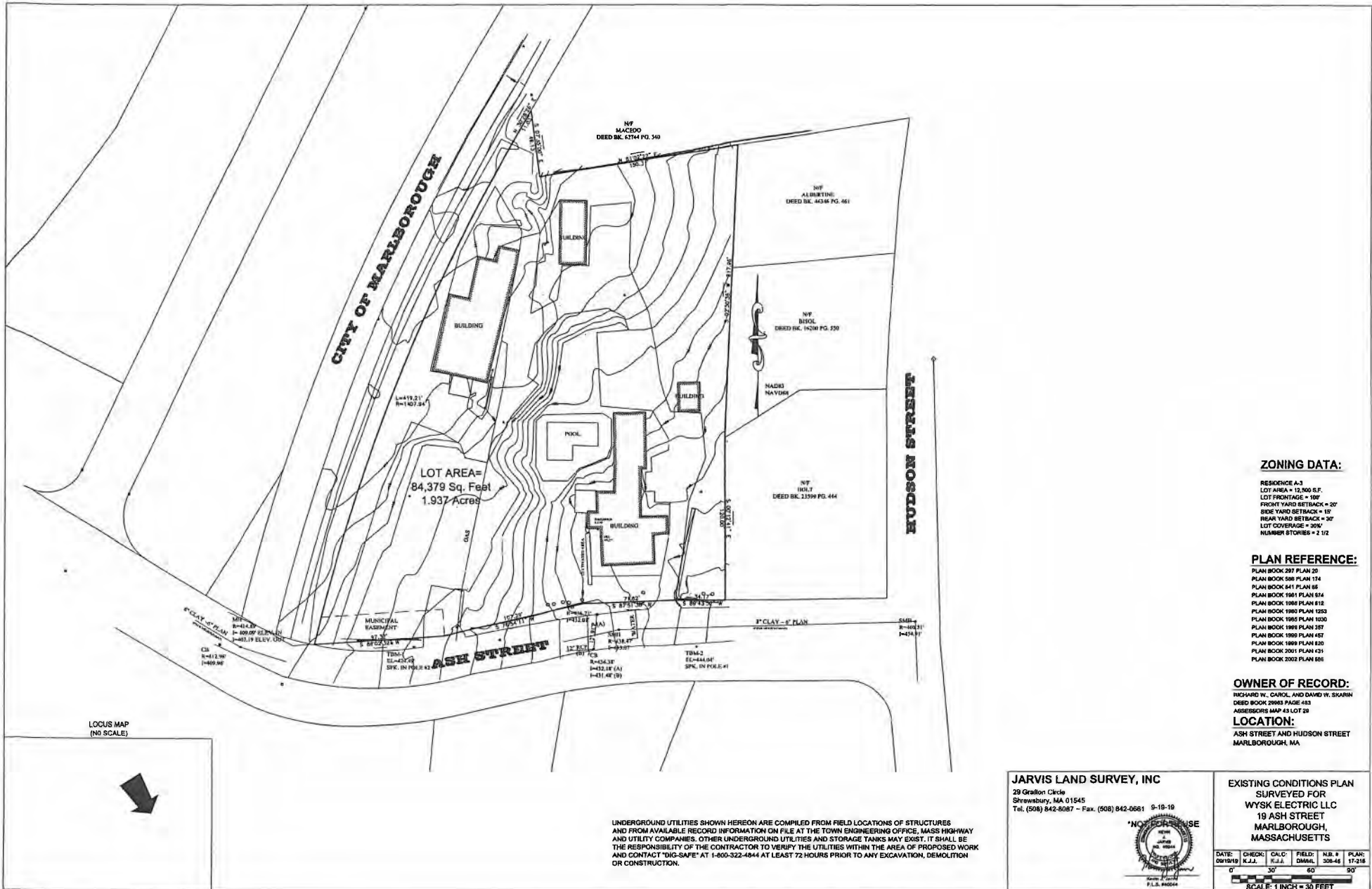
DEVELOPER:
119 ASH ST LLC
#19 ASH STREET
MARLBOROUGH, MA 01752
TEL: (508) 207-2875

OWNER:
DAVID SKARIN
#19 ASH STREET
MARLBOROUGH, MA 01752
TEL: (508) 207-2875

ARCHITECT:
REEVES DESIGN ASSOCIATES, INC.
79 HIGHLAND STREET MARLBOROUGH, MA 01752
TEL: (508) 460-0144

CIVIL ENGINEER:
BRUCE SALUK & ASSOC., INC.
CIVIL ENGINEERING & LAND SURVEYING
576 BOSTON POST ROAD EAST
MARLBOROUGH, MA 01752
TEL: (508) 485-1662

LAND SURVEYOR:
JARVIS LAND SURVEY, INC.
29 GRAFTON CIRCLE SHREWSBURY, MA 01545
TEL: (508) 842-8087 FAX: (508) 842-0661



ZONING DATA:

RESIDENCE A-3
 LOT AREA = 12,800 S.F.
 LOT FRONTAGE = 100'
 FRONT YARD SETBACK = 30'
 SIDE YARD SETBACK = 10'
 REAR YARD SETBACK = 30'
 LOT COVERAGE = 30%
 NUMBER STORIES = 2 1/2

PLAN REFERENCE:

PLAN BOOK 287 PLAN 20
 PLAN BOOK 686 PLAN 174
 PLAN BOOK 641 PLAN 85
 PLAN BOOK 1961 PLAN 614
 PLAN BOOK 1986 PLAN 612
 PLAN BOOK 1980 PLAN 1233
 PLAN BOOK 1985 PLAN 1030
 PLAN BOOK 1986 PLAN 257
 PLAN BOOK 1990 PLAN 457
 PLAN BOOK 1989 PLAN 820
 PLAN BOOK 2001 PLAN 421
 PLAN BOOK 2002 PLAN 695

OWNER OF RECORD:

RICHARD W. CAROL AND DAVID W. SHAWN
 DEED BOOK 29683 PAGE 183
 ASSESSORS MAP 43 LOT 28

LOCATION:

ASH STREET AND HUDSON STREET
 MARLBOROUGH, MA

JARVIS LAND SURVEY, INC

29 Grafton Circle
 Shrewsbury, MA 01545
 Tel. (508) 842-8087 - Fax. (508) 842-0661 9-18-19

EXISTING CONDITIONS PLAN

SURVEYED FOR
WYSK ELECTRIC LLC
 19 ASH STREET
 MARLBOROUGH,
 MASSACHUSETTS



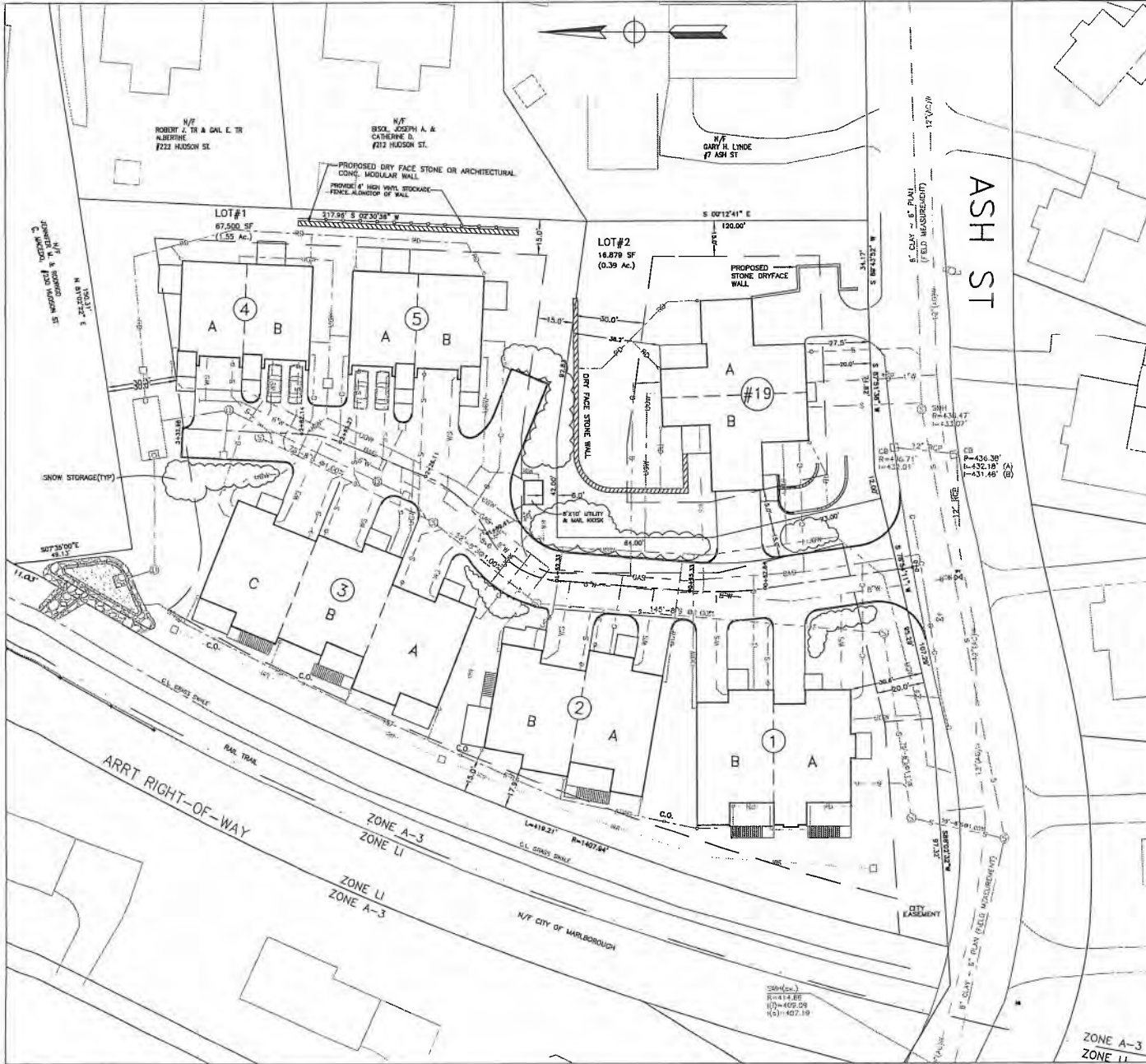
DATE:	CHECK:	CALC:	FIELD:	N.B. #	PLAN:
07/19/19	R.J.J.	P.J.A.	DMW	308-46	IT-018

SCALE 1 INCH = 30 FEET

UNDERGROUND UTILITIES SHOWN HEREON ARE COMPILED FROM FIELD LOCATIONS OF STRUCTURES AND FROM AVAILABLE RECORD INFORMATION ON FILE AT THE TOWN ENGINEERING OFFICE, MASS HIGHWAY AND UTILITY COMPANIES. OTHER UNDERGROUND UTILITIES AND STORAGE TANKS MAY EXIST. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO VERIFY THE UTILITIES WITHIN THE AREA OF PROPOSED WORK AND CONTACT "DIG-SAFE" AT 1-800-322-4844 AT LEAST 72 HOURS PRIOR TO ANY EXCAVATION, DEMOLITION OR CONSTRUCTION.

LOCUS MAP
(NO SCALE)





NOTES:

- PROPOSED UNIT AREA SCHEDULE:

FLOOR	#1 (24x43)	GROSS SF AREA/UNIT	#2 (THRU 11)	UNITS AT HISTORIC HOUSE
BASMT	1250	1300	707*	730(+440 GAR.)
1ST FLOOR	1250*	1300*	1120	1052(+440 GAR)
2ND FLOOR	800	900	1000	800
ATTIC	N/A	N/A	N/A	300

* AREA SHOWN PLUS 410 SF GARAGE
 ** ALL BUILDING SHALL BE 2.5 STORIES OR LESS
- ANY MINOR MODIFICATIONS, AS DETERMINED BY THE CITY ENGINEER, TO THE INFORMATION SHOWN ON THE APPROVED SITE PLANS SHALL BE SUBMITTED TO THE CITY ENGINEER AS A MINOR PLAN REVISION FOR APPROVAL PRIOR TO THE WORK BEING PERFORMED. THE CONTRACTOR SHALL BE PROPERLY LICENSED AND BONDED WITH THE CITY PRIOR TO CONSTRUCTION, AND SHALL OBTAIN A STREET OPENING PERMIT PRIOR TO ANY CONSTRUCTION WITHIN THE CITY RIGHT OF WAY.
- ALL PROPOSED SIGNAGE SHALL COMPLY WITH THE EXISTING CITY OF MARLBOROUGH SIGN ORDINANCE.
- CURBING TYPE & ENTRANCES SHOWN ARE SUBJECT TO APPROVALS BY THE CITY OF MARLBOROUGH PER THE ROAD OPENING PERMIT REQUIREMENTS.
- ALL MATERIALS/CONSTRUCTION WITHIN THE CITY RIGHT-OF-WAY SHALL BE IN CONFORMANCE WITH THE CODE OF THE CITY OF MARLBOROUGH. ALL EROSION CONTROL MEASURES SHALL BE IN PLACE PRIOR TO CONSTRUCTION. EROSION CONTROL SHALL CONFORM TO THE CITY CONSERVATION COMMISSION REQUIREMENTS
- CITY INSPECTORS REQUIRE A MINIMUM NOTICE OF 24 HOURS PRIOR TO INSPECTION.
- REFER TO THE GRADING PLAN NOTES CONCERNING EROSION CONTROL.
- REFER TO THE ARCHITECTS PLAN FOR BUILDING AREA & SCENCE LIGHTING AND SIGNAGE.
- A PRE-CONSTRUCTION MEETING IS REQUIRED BETWEEN THE DEVELOPER, CONTRACTOR, POLICE AND FIRE DEPARTMENTS. A TRAFFIC MANAGEMENT PLAN SHALL BE SUBMITTED TO THE CITY OFFICIALS 5 DAYS PRIOR TO THE MEETING.

ZONING SCHEDULE

ZONE DISTRICT: RESIDENCE A-3
 THIS LOT IS LISTED AS ASSESSORS MAP 43, PARCEL #28

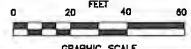
LOT INTENSITY SCHEDULE	REQUIRED	PROPOSED LOT 1	PROPOSED LOT 2
LOT AREA	13,000 SF	67,500 SF	16,879 SF
LOT FRONTAGE	100'	192.81'	117.88'
LOT COVERAGE	30% (max.) *	51%*	33%*
BUILDING HEIGHT (MAX.)	2 1/2 STORIES	2 1/2 STORIES	2 1/2 STORIES
FRONT YARD SETBACK	20'	30.6'	27.5'
SIDE YARD SETBACK	15'	17.8'	15.0'
REAR YARD SETBACK	30'	30.3'	31.5'

PARKING SCHEDULE	REQUIRED	PROPOSED LOT 1	PROPOSED LOT 2
2 BEDROOM UNITS	3 SPACES/EACH	3 UNITS @3 EACH	N/A
2 BEDROOM UNITS	3 SPACES/EACH	8 UNITS @4 EACH	2 UNITS @ 4 EACH

DRIVEWAY SCHEDULE	REQUIRED	PROPOSED LOT 1	PROPOSED LOT 2
GRADE FROM EX. EDGE OF RD. TO RD.	≤ 2.00%	≤ 2.00%	N/A
GRADE FROM 0' TO 15' OUTSIDE STREET R.O.W.	≤ 3%	≤ 3%	N/A
GRADE FROM 15' STREET R.O.W.	≤ 12%	≤ 12%	N/A
DISTANCE BETWEEN DRIVES	50'(MIN.)	>50'	N/A

LANDSCAPING SCHEDULE	REQUIRED	PROPOSED	PROPOSED
FRONTAGE PLANTING WIDTH	LOT#1: 25' LOT#2: 21'	LOT#1: 25' LOT#2: 21'	LOT#2: 21'
SIDE LINE PLANTING WIDTH	7'	7'	5'
DRIVE & TURNING ASLE PLANTING WIDTH	7'	7'	7'
SIGHT TRIANGLE	25' 25'	>25'	>25'

FOOTNOTES:
 * THE EXISTING COVERAGE IS 66% (66,300 SF)



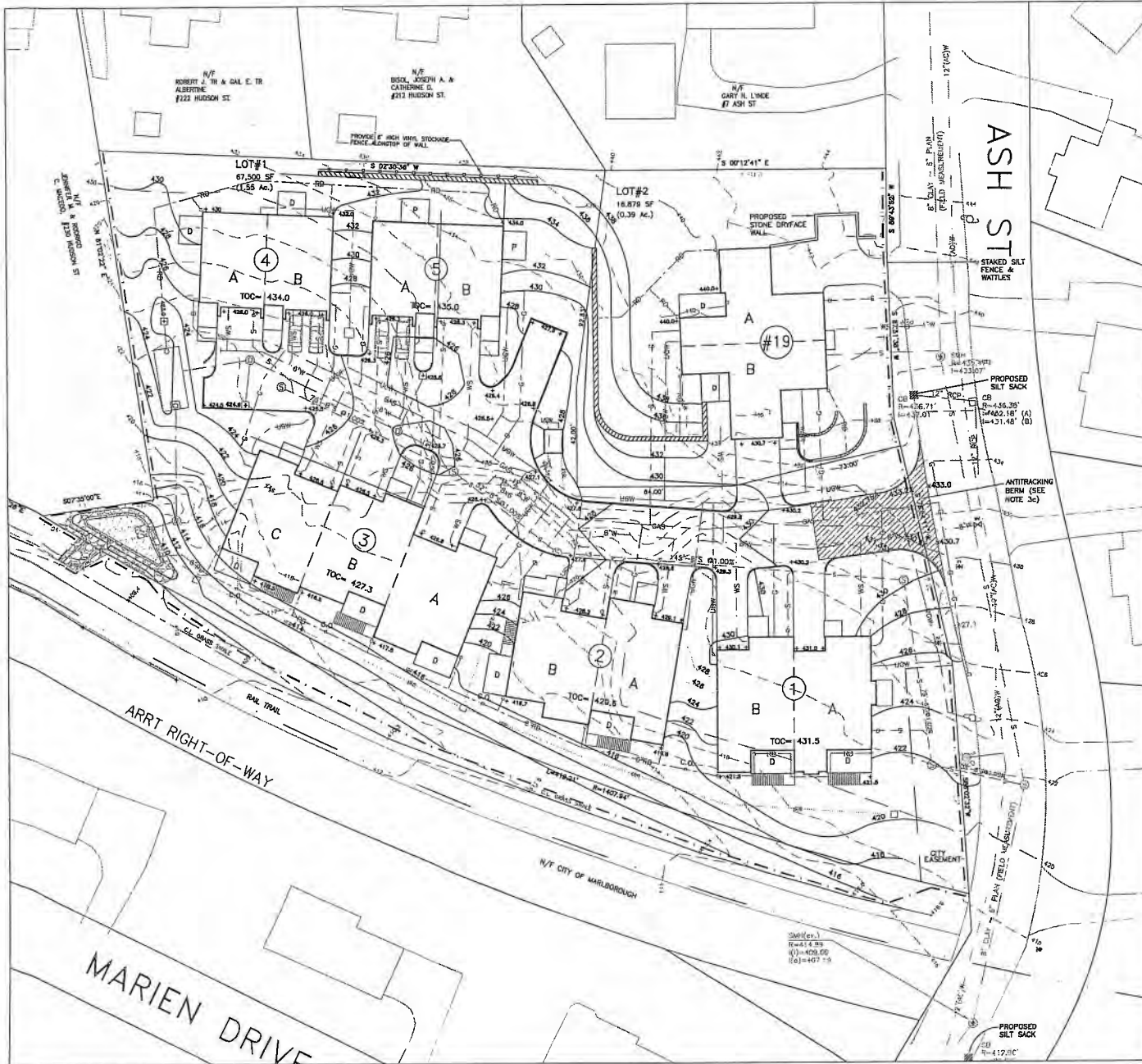
NO.	DATE	BY	REVISION
1	10/27/19	BRUCE SALK	FINAL
2	10/27/19	BRUCE SALK	REVISION

PREPARED BY:
 BRUCE SALK & ASSOC., INC.
 CIVIL ENGINEERING
 578 BOSTON POST ROAD EAST
 MARLBOROUGH, MA 01752

LAYOUT PLAN
 - TRAILSIDE TERRACE -
 #19 ASH STREET
 MARLBOROUGH, MA

PREPARED FOR:
 119 ASH ST LLC
 MARLBOROUGH, MA 01752
 DATE: SEPTEMBER 19, 2019

C1



GRADING & EROSION CONTROL NOTES:

- 1.) The elevations shown are based on Mean Sea Level datum (1988 N.A.M.D.)
- 2.) All work, material storage & stockpile areas shall include erosion control barriers consisting of staked haybales, wattles and siltation fences to prevent erosion onto the public way and abutting properties.
- 3.) Prior to commencing work, the contractor shall familiarize himself with the soil types on the site, and provide the appropriate erosion control measures, as outlined on this plan and required by the Marlborough Conservation Commission agent. The contractor shall be responsible for providing erosion and temporary storm runoff control measures that include siltation fences, wattles, ditches, temporary sediment basins, etc. as necessary to contain soil and excess runoff on the site.

The general sequence of erosion control measures shall be as follows:

- a.) Install all siltation fencing and staked wattles where shown on the plan. Install silt sacks in the existing CB's where shown.
- b.) Construct a sedimentation trap down gradient of the excavation area during the construction earthwork stage. Construct other temporary sedimentation trap(s) where required at the beginning stage of earthwork. Retain storm water within the trap(s), and filter the water using silt bags or other approved means prior to discharge. Periodically remove sediment at bottom of the silt traps to remove sediment at bottom of the silt traps to allow for natural infiltration.
- c.) Construct the anti-tracking berm at the site entrance consisting of a 3/4"-3" crushed stone 12" depth by 50' long times the width of all traveled construction accesses. The stone shall project above grade to form a berm barrier that prevents sediment from washing into abutting properties and the public road.
- 4.) Material from the existing structures designated to be demolished shall be stockpiled, transported, disposed of or reprocessed in accordance with state and federal regulations.
- 5.) Provide excavation & trench wall protection in accordance with OSHA Standards.
- 6.) Soil stabilization measures shall be implemented immediately after finish grading. Loam and seed shall be applied as soon as reasonably possible.

LEGEND	
--- 30P ---	Ex. 2' Contour
--- 30B ---	Ex. 10' Contour
⊙ ⊙	Sewer & Drain (ex.)
⊙ ⊙	Manhole Locations
⊙ ⊙ ⊙	Sanitary Sewer (ex.)
□	Catch Basin (ex.)
---	Drain Line (ex.)
---	Overhead Electric Wire (ex.)
⊙ ⊙	Utility Pole (ex.) & Light Pole
⊙ ⊙ ⊙	Gate Valve, Hydrant, Water Shutoff
---	Water Line (ex.)
---	Gas Service (ex.)
---	Gas Gate (ex.)
---	Shaped granite Curb (Proposed)
---	No Curb Proposed



DATE	BY
11/20/20	DRP, CHANG
11/20/20	INT, SAUK
	DESCRIPTION

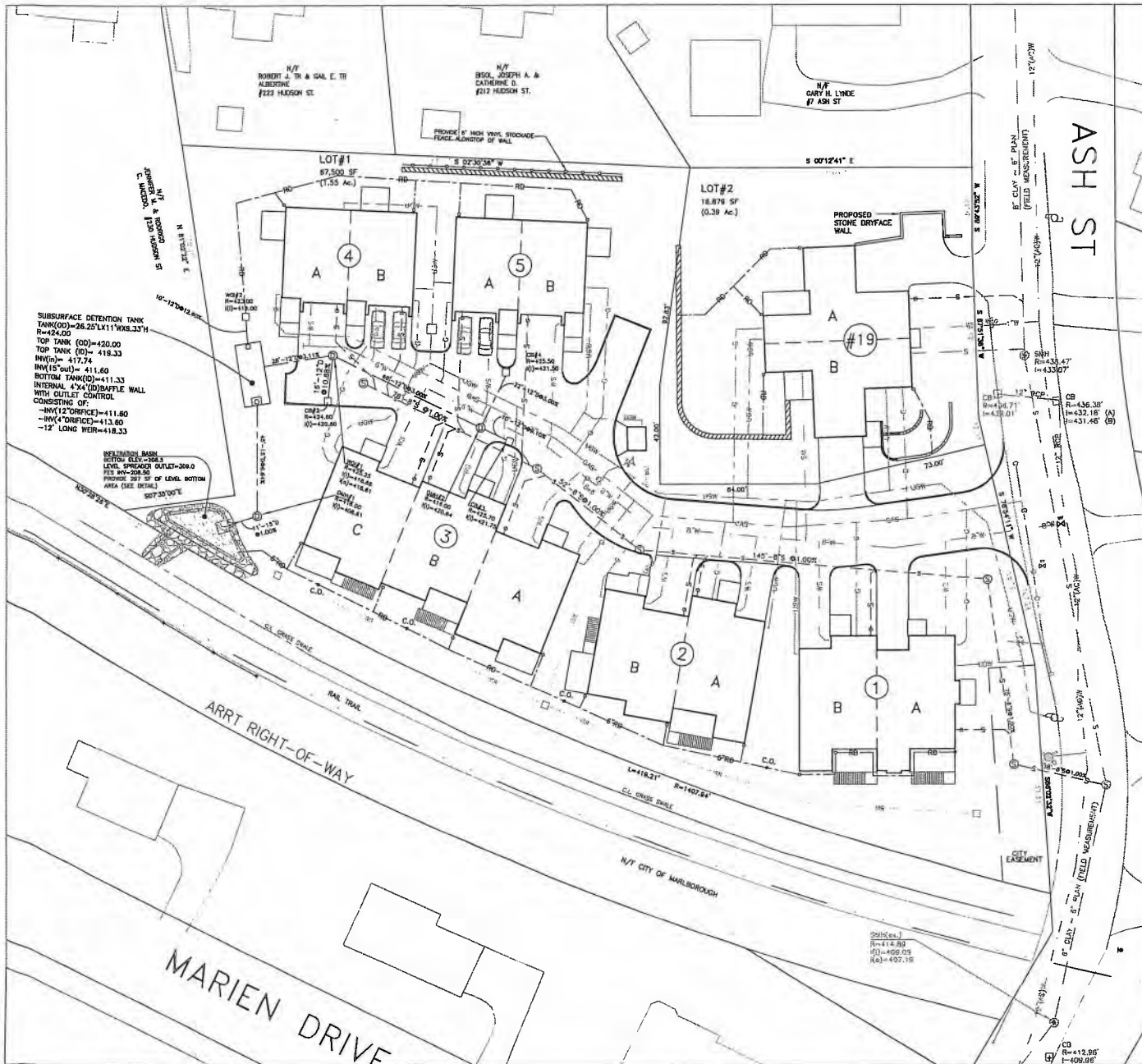
PREPARED BY:
BRUCE SALUK & ASSOC., INC.
 575 HERRING POST ROAD, EAST
 MARLBOROUGH, MA 01752

GRADING PLAN
-TRAILSIDE TERRACE-
 #19 ASH STREET
 MARLBOROUGH, MA



PREPARED FOR:
 119 ASH ST. LLC
 119 ASH STREET
 MARLBOROUGH, MA 01752
 DATE: SEPTEMBER 19, 2019

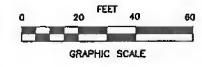
C2



- DRAINAGE NOTES:**
1. Materials and construction and associated work shall conform to Mass. DPW Standard Specifications. Refer to the document entitled Standard Specifications for Highways and Bridges, 1988 as amended.
 2. Manholes & Catch Basins shall be reinforced precast concrete conforming to ASTM Specification Section C478-707.
 3. Manhole frames & covers shall be East Jordan Iron Works. See detail sheet for Product numbers.
 4. Provide pipe joint a maximum of 3' from manhole walls.
 5. Reinforcing for all precast units shall conform to ASTM Specification Section A 183 and shall include reinforcing in bell spigot of riser sections. Reinforcing shall be placed in accordance with AASHTO Designation R139.
 6. In the event that rock is encountered, the contractor shall maintain a 12-inch minimum separation between the pipe and the rock.
 7. Suitable backfill material shall be select excavated material from which frozen material, humus, peat, roots, vegetation, trash, rocks, and stones larger than 6-inches have been removed.
 8. Compaction of backfill material between centerlines of pipe and trench pavement shall be done in 12-inch layers, or less, as required to prevent trench settlement. The contractor will be responsible for excessive trench settlement following final paving.
 9. Utilities shown on this plan are partly from existing available City and utility Co. records information and are approximate, only. There may be existing lines other than those shown hereon. The contractor shall be required to contact the preparer utility companies & DigSafe prior to beginning any construction on the site. Our firm does not warrant or guarantee the location of any utilities hereon.
 10. Unless otherwise noted on the drawings, drain lines greater than 12 inches in diameter shall be reinforced concrete conforming to ASTM C-76 Class A, Wall B circular reinforcement. Where specified, 12-inch through 48-inch diameter Class 3 drain lines shall be Wall B. The contractor may use HDPE pipe conforming to AASHTO designations M332 & M284 with call classification conforming to ASTM D3350. The pipe material shall meet or exceed type N-12 pipe manufactured by ADS pipe, Hilliard Ohio, or equal.
 11. All Roof Drain runoff shall be directed to the drain system.

LEGEND

--- 392 ---	Ex. 2' Contour
--- 390 ---	Ex. 10' Contour
⊙ ⊙	Sewer & Drain (ex.) Manhole Locations
--- 15"VC(S) ---	Sanitary Sewer (ex.)
□	Catch Basin (ex.)
--- 14"DP ---	Drain Line (ex.)
--- 424V ---	Overhead Electric Wire (ex.)
⊙ ⊙	Utility Pole (ex.) & Light Pole
⊙ ⊙ ⊙	Gate Valve, Hydrant, Water Street
---	Water Line(ex.)
--- 2" ---	Gas Service(ex.)
⊙	Gas Gate (ex.)
---	Sloped granite Curb (Proposed)
---	No Curb Proposed



DATE	10/2/19	BY	BT
SCALE	AS SHOWN	DATE	10/2/19
PROJECT	DRAINAGE	DATE	10/2/19

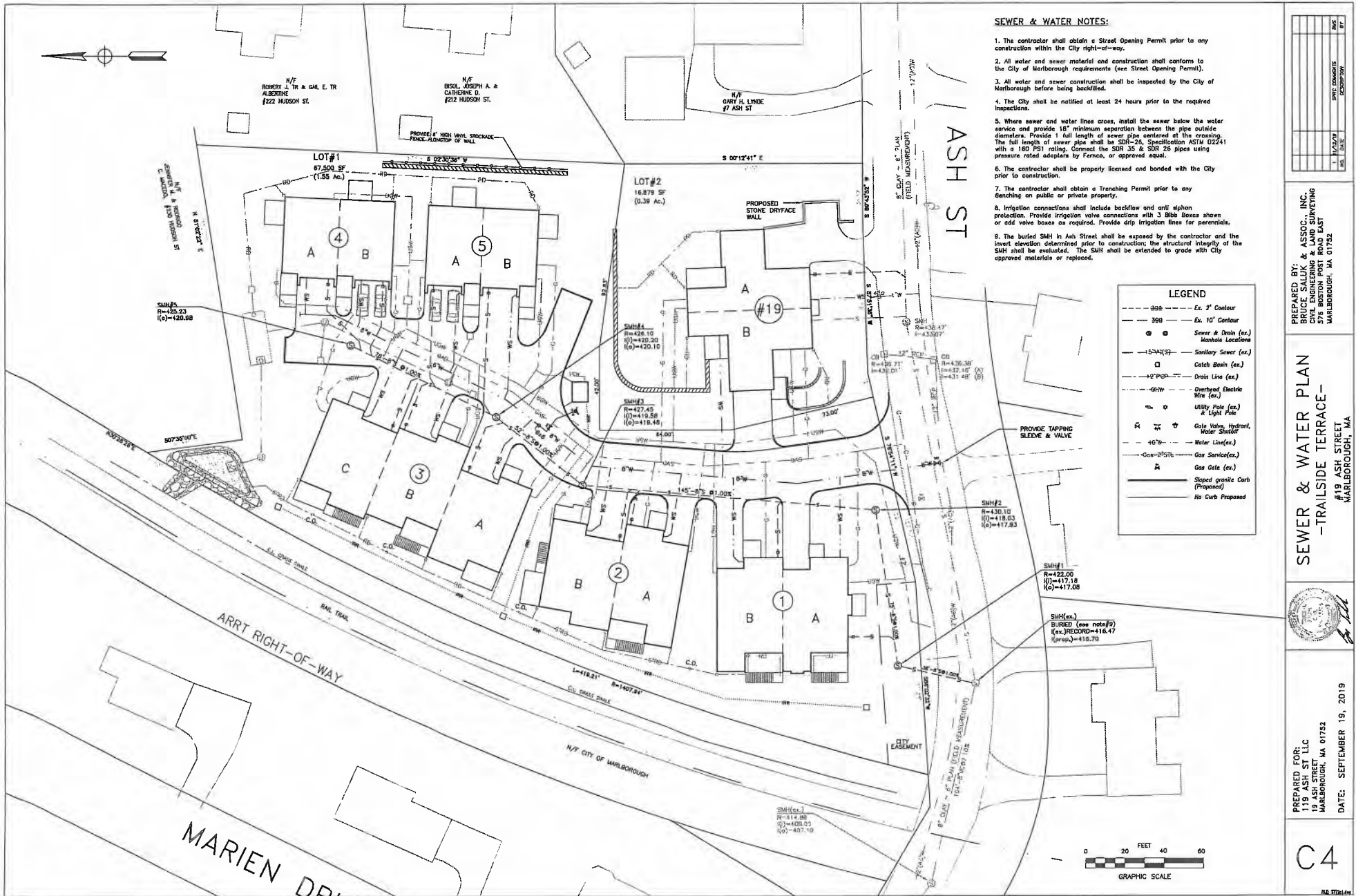
PREPARED BY:
BRUCE SALUK & ASSOC., INC.
REGISTERED PROFESSIONAL SURVEYOR
574 WESTON POST ROAD, EAST
MARLBOROUGH, MA 01752

DRAINAGE & UTILITY PLAN
--TRAILSIDE TERRACE--
#19 ASH STREET
MARLBOROUGH, MA



PREPARED FOR:
119 ASH ST LLC
119 ASH STREET
MARLBOROUGH, MA 01752
DATE: SEPTEMBER 19, 2019

C3
FIG. 271a.dwg



SEWER & WATER NOTES:

1. The contractor shall obtain a Street Opening Permit prior to any construction within the City right-of-way.
2. All water and sewer material and construction shall conform to the City of Marlborough requirements (see Street Opening Permit).
3. All water and sewer construction shall be inspected by the City of Marlborough before being backfilled.
4. The City shall be notified at least 24 hours prior to the required inspections.
5. Where sewer and water lines cross, install the sewer below the water service and provide 18" minimum separation between the pipe outside diameters. Provide 1' full length of sewer pipe vented at the crossing. The full length of sewer pipe shall be SDR-26, Specification ASTM D2241 with a 160 PSI rating. Connect the SDR 35 & SDR 26 pipes using pressure rated adaptors by Fernco, or approved equal.
6. The contractor shall be properly licensed and bonded with the City prior to construction.
7. The contractor shall obtain a Trenching Permit prior to any benching on public or private property.
8. Irrigation connections shall include backflow and anti siphon protection. Provide irrigation valve connections with 3 Bibb Boxes shown or add valve boxes as required. Provide drip irrigation lines for perennial.
9. The buried SMH in Ash Street shall be exposed by the contractor and the invert elevation determined prior to construction; the structural integrity of the SMH shall be evaluated. The SMH shall be extended to grade with City approved materials or replaced.

LEGEND	
---	Ex. 2' Contour
---	Ex. 10' Contour
●	Sewer & Drain (ex.)
○	Manhole Locations
---	Sanitary Sewer (ex.)
□	Catch Basin (ex.)
---	Drain Line (ex.)
---	Overhead Electric Wire (ex.)
⊙	Utility Pole (ex.) & Light Pole
⊕	Gate Valve, Hydrant, Water Street
---	Water Line (ex.)
---	Gas Service (ex.)
---	Gas Gate (ex.)
---	Stoped granite Curb (Proposed)
---	No Curb Proposed



DATE	BY

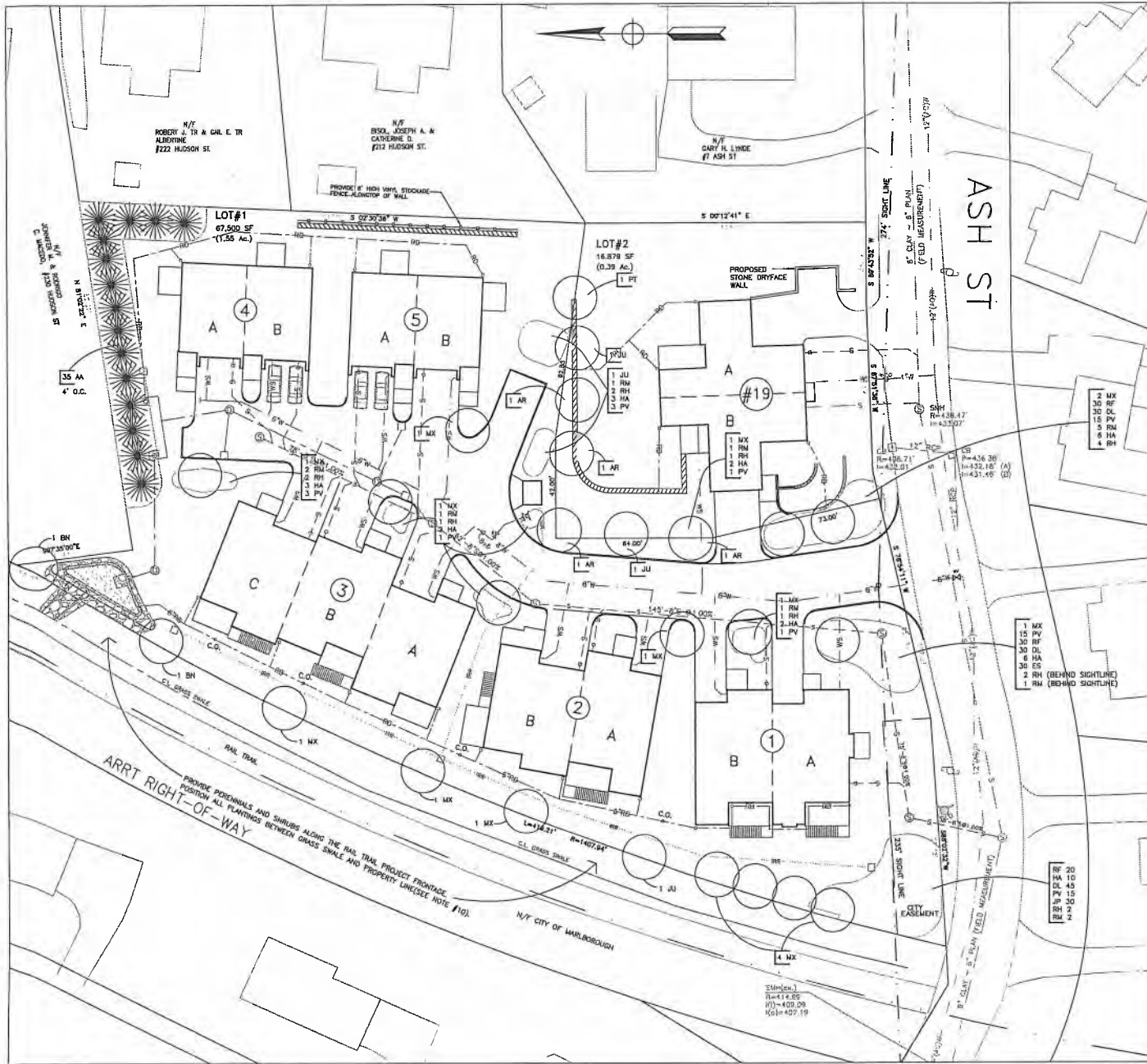
PREPARED BY:
BRUCE SALUK & ASSOC., INC.
REGISTERED PROFESSIONAL SURVEYING
574 BOSTON POST ROAD EAST
MARLBOROUGH, MA 01752

**SEWER & WATER PLAN
-TRAILSIDE TERRACE-**
#19 ASH STREET
MARLBOROUGH, MA



PREPARED FOR:
119 ASH ST LLC
19 ASH STREET
MARLBOROUGH, MA 01752
DATE: SEPTEMBER 19, 2019

C4



PLANTING SCHEDULE

KEY	QTY	BOTANICAL NAME	COMMON NAME	SIZE
TREES				
BN	2	BETULA NIGRA	RIVER BIRCH	6 FT.
PT	1	POPULUS TREMULOIDES	QUAKING ASPEN	6 FT.
MX	18	MALUS X	PINK SPRIES	3" CALIPER
AR	4	ACER RUBRUM 'OCTOBER GLORY'	OCTOBER GLORY RED MAPLE	3" CALIPER
AA	35	THALIA OCCIDENTALIS	AMERICAN ARBORVITAE	6 FT
JU	5	JUNIPERUS VIRGINIANA	EASTERN RED CEDAR	6 FT
SHRUBS				
RM	15	RHOODOENDRON	AZALEA MOTHER'S DAY	2'-3'
RH	17	RHOODOENDRON X 'P.J.M.'	P.J.M. RHOODOENDRON	2'-3'
ES	30	JUNIPERUS HORIZONTALIS 'EMERALD SPRENGER'	CREeping JUNIPER	---
PERENNIALS				
RF	60	RUDEBECKIA FULGIDA	BLACK EYE SUSAN	---
HA	31	HOSTA	SUN TOLERANT HOSTA	---
DL	60	HEMEROCALLIS	DAYLILY	---
PV	44	PENNSTETUM ALOPECUROIDES	DWARF FOUNTAIN GRASS	30"

1) PROVIDE BARK MULCH OR LOAM & SEED WHERE SHOWN ON PLAN (SEE LEGEND)
 2) PROVIDE ADDITIONAL PLANTINGS ALONG THE RAIL TRAIL (SEE NOTE #10).

- ### PLANTING NOTES:
- FOR LOAM & SEED AREAS, PROVIDE 4" LOAM AND SEED MIX COMPLYING WITH TOLERANCE FOR PURITY AND GERMINATION ESTABLISHED BY OFFICIAL SEED ANALYSIS OF NORTH AMERICA.
 - PROVIDE PLANTS OF SIZE, GENUS, SPECIES AND VARIETY SHOWN AND SCHEDULED FOR LANDSCAPE WORK AND COMPLYING WITH RECOMMENDATIONS AND REQUIREMENTS OF ANSI Z60.1 'AMERICAN STANDARD FOR NURSERY STOCK'.
 - FINAL PLANT LOCATIONS TO BE ADJUSTED IN FIELD AS NECESSARY TO PROVIDE REQUIRED OFFSETS TO CONSTRUCTION APPURTENANCES AND UTILITIES, ETC.
 - PLANTINGS ARE SUBJECT TO CHANGE DUE TO NURSERY STOCK AVAILABILITY, AS APPROVED.
 - PLANTING AND WORKMANSHIP SHALL COMPLY WITH THE FOLLOWING:
 - STAKING MATERIALS TO BE REMOVED 1 YEAR AFTER PLANTING.
 - OWNER REPLACES PLANTS THAT DIE WITHIN 180 DAYS.
 - AREAS THAT WILL REQUIRE COMPACTION OF SOILS WITHIN THE DRIP ZONE OF PROPOSED TREES, I.E., PROPOSED SIDEWALKS OR PAVEMENT, SHALL BE CONSTRUCTED WITH A STRUCTURAL SOIL SUITABLE FOR TREE GROWTH. SAID STRUCTURAL SOIL IS A TWO-PART SYSTEM CONSISTING OF 3/4"-1 1/2" CRUSHED STONE. THE 2ND PART CONSISTS OF 20% SILT OR CLAY LOAM TEXTURE AND 2-3% OF ORGANIC MATTER. THE SOIL AND STONE MIXTURE SHALL INCLUDE GELSCAPE HYDROGEL FACILITATOR. THE SOIL SHALL COMPLY WITH CU-STRUCTURAL SOIL SPECIFICATIONS AVAILABLE AT SKALTRAMERAZO.COM, OR APPROVED EQUAL. THE STRUCTURAL SOIL QUANTITY SHALL BE 24" DEPTH FOR ALL AREAS BENEATH PROPOSED SIDEWALKS AND PAVEMENT WITH THE TREE DRIP ZONE.
 - SAVE EXISTING TREES ALONG THE NORTH PROPERTY LINE (TYP.)
 - MECHANICAL EQUIPMENT ON THE GROUND SHALL BE SCREENED. ELECTRICAL TRANSFORMERS SHALL BE SCREENED WITH P.J.M. RHOODOENDRON, AZALEA AND/ OR AMERICAN ARBORVITAE.
 - NO TREES, BRANCHES AND VEGETATION SHALL BE ALLOWED WHERE IT OBSTRUCTS THE VISION OF A MOTORIST ENTERING OR EXITING THE PROPOSED ROAD ON THE PROPERTY BETWEEN THE ROAD AND THE SIGHT LINE SHOWN SHALL BE USED AS A GUIDE TO DETERMINE WHERE THE OBSTRUCTION IS NOT ALLOWED. THEREFORE, ONLY LOW SHRUBS, GROUND COVER AND GRASS IS PROPOSED FOR THOSE AREAS.
 - THE DEVELOPER SHALL PROVIDE PLANTINGS ALONG THE RAIL TRAIL R.O.W. A PROPOSED NURSERY STOCK LIST OF PLANTINGS WITHIN THE R.O.W. SHALL BE SUBMITTED TO THE CITY FOR APPROVAL. QUANTITY, PLANT SELECTION AND LOCATION SHALL BE APPROVED BY THE CITY PRIOR TO PLANTING.

LEGEND

- Sloped granite Curb (Proposed)
- No Curb Proposed
- Planting area with Bank Mutch ground cover
- Loam & Seed
- Concrete Sidewalk

0 20 FEET 40 60
GRAPHIC SCALE

NO.	DATE	BY	CHK.
1	11/22/19	SPC	COM/STP
2			

PREPARED BY:
 BRUCE SALUK & ASSOC., INC.
 CIVIL ENGINEERING & LAND SURVEYING
 578 BOSTON POST ROAD EAST
 MARLBOROUGH, MA 01752

PLANTING PLAN
 -TRAILSIDE TERRACE-
 #19 ASH STREET
 MARLBOROUGH, MA

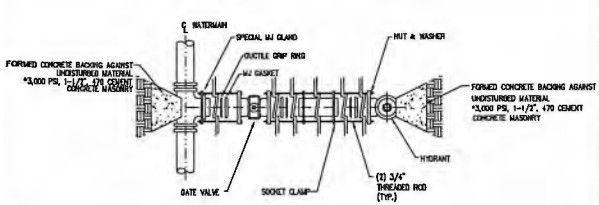


PREPARED FOR:
 19 ASH ST, LLC
 19 ASH STREET
 MARLBOROUGH, MA 01752

DATE: SEPTEMBER 19, 2019

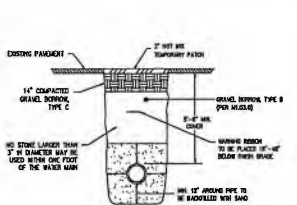
C5

NS 1734144



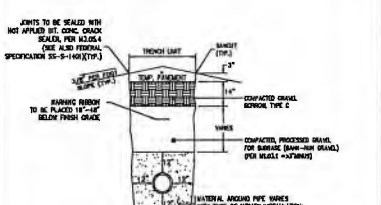
NOTE 1:
ALL TEES, GATES AND BENDS ARE TO BE PROVED W/ MEGA LOGS OR FRICION CLAMPS AT BELL JOINTS.

VALVE CONNECTION
N.T.S.



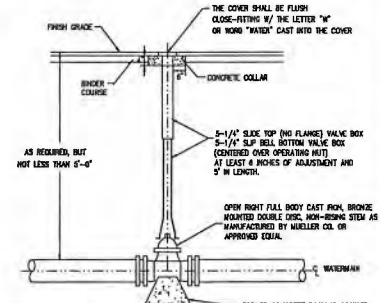
* TEMPORARY PAVEMENT TO REMAIN IN PLACE FOR A MINIMUM OF 45 DAYS TO BE COMPLETELY REMOVED DURING FINAL PAVING.

TYPICAL WATER TRENCH
N.T.S.



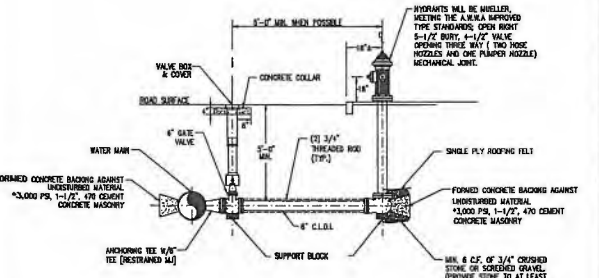
* TEMPORARY PAVEMENT TO REMAIN IN PLACE FOR A MINIMUM OF 45 DAYS TO BE COMPLETELY REMOVED DURING FINAL PAVING.

TYPICAL EXCAVATION TRENCH
N.T.S.



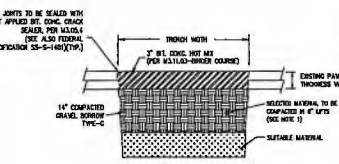
NOTES:
1. PROVIDE RESTRAINTS FOR MECHANICAL JOINTS (MEGALOGS, RODS OR APPROVED EQUAL).
2. GATE VALVE MUST CONFORM TO THE LATEST EDITION OF ASMA STANDARD G-500.

TYPICAL GATE VALVE
N.T.S.



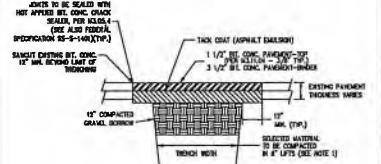
NOTES:
1. PROVIDE HYDRANT AND VALVE JOINTS WITH MECHANICAL JOINTS (MEGALOG OR APPROVED EQUAL).
2. SUPPORT BLOCKS TO BE PRESSURE TREATED WOOD OR CONCRETE MASONRY BLOCKS.
3. ALL VALVES OPEN RIGHT.

HYDRANT SETTING WITH VALVE
N.T.S.



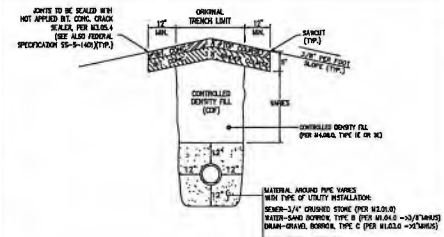
NOTE 1:
COMPACTION EQUIPMENT SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS TO OBTAIN THE COMPACTION STANDARDS DESCRIBED IN THE CONSTRUCTION NOTES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. IN PROXIMITY TO STRUCTURES, A JUMPING JACK COMPACTOR SHALL BE REQUIRED.

TEMPORARY TRENCH PAVING TYPICAL SECTION
N.T.S.



NOTE 1:
COMPACTION EQUIPMENT SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS TO OBTAIN THE COMPACTION STANDARDS DESCRIBED IN THE CONSTRUCTION NOTES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. IN PROXIMITY TO STRUCTURES, A JUMPING JACK COMPACTOR SHALL BE REQUIRED.

TYPICAL FINAL TRENCH PAVING
N.T.S.



NOTE 1:
COMPACTION EQUIPMENT SHALL MEET OR EXCEED THE MINIMUM REQUIREMENTS TO OBTAIN THE COMPACTION STANDARDS DESCRIBED IN THE CONSTRUCTION NOTES, UNLESS OTHERWISE APPROVED BY THE CITY ENGINEER. IN PROXIMITY TO STRUCTURES, A JUMPING JACK COMPACTOR SHALL BE REQUIRED.

TYPICAL FLOWABLE FILL TRENCH
N.T.S.

CONSTRUCTION NOTES

THE FOLLOWING DESCRIBES MATERIALS AND METHODS AS THEY PERTAIN TO ROAD OPENING WORK. ALL WORK SHALL CONFORM TO THE 1984 STANDARD SPECIFICATIONS FOR HIGHWAYS AND BRIDGES, AND ALL SUBSEQUENT SUPPLEMENTAL SPECIFICATIONS THEREIN.

BACKFILL MATERIALS

EXCAVATIONS IN THE STREET PAVEMENT AREAS SHALL BE CAREFULLY BACKFILLED WITH LAYERS OF SUITABLE GRAVEL. THE TWELVE (12) INCHES OF BEDDING MATERIAL AROUND PIPES SHALL BE SAND (M4.0) FOR WATER, 3\"/>

COMPACTION OF BACKFILL

BACKFILL SHALL BE UNIFORMLY DISTRIBUTED IN SUCCESSIVE LAYERS, EACH LAYER BEING THOROUGHLY COMPACTED BEFORE THE SUCCESSING LAYER IS PLACED. THE ENTIRE BODIY OF THE TRENCH SHALL BE MECHANICALLY OR HAND TAMPED IN SIX (6) INCH LIFTS, A MINIMUM OF TWO (2) FEET ABOVE THE UTILITY INSTALLATION AND MECHANICALLY TAMPED THE REMAINDER OF THE FILL IN 1\"/>

GRADING AND FINISHING

PAVEMENT PLACED SHALL BE PLACED AND RAVED TO A UNIFORM SURFACE, ROLLED TO THE REQUIRED THICKNESS AND TO A GRADE THAT WILL MATCH THE EXISTING BITUMINOUS ROAD SURFACE. THE PERMITTEE SHALL MAINTAIN THE SURFACING AND SHALL PROMPTLY FILL WITH SUIABLE MATERIAL ANY DEPRESSIONS AND HOLES THAT MAY OCCUR SO AS TO KEEP THE SURFACING IN A SAFE AND SATISFACTORY CONDITION FOR TRAFFIC.

TEMPORARY PAVEMENT

A TEMPORARY PAVEMENT SHALL BE PLACED ON THE SURFACE OF THE FILL AND THOROUGHLY COMPACTED. A TEMPORARY PAVEMENT SHALL BE CLASS 1 BITUMINOUS CONCRETE TYPE 1-1 THREE (3) INCHES THICK OVER EXCAVATION TRENCH DETAILS. \"COLD PATCH\" MAY BE ALLOWED IF APPROVED BY THE COMMISSIONER OF PUBLIC WORKS DUE TO ADVERSE WEATHER CONDITIONS. IF PLATES ARE USED THEY SHALL BE RAISED TO MATCH THE EXISTING PAVEMENT. TEMPORARY PAVING OR STEEL PLATING SHALL IMMEDIATELY FOLLOW THE BACKFILLING OPERATION.

PERMANENT PAVING

THE FINAL BITUMINOUS CONCRETE SURFACE SHALL NOT BE PLACED ANY EARLIER THAN 85 DAYS OR NO LATER THAN 90 DAYS FROM THE DATE OF COMPLETION OF THE TEMPORARY SURFACE WITHOUT APPROVAL FROM THE COMMISSIONER OF PUBLIC WORKS. THE TEMPORARY PAVEMENT AND SUB-BASE SHALL BE EXCAVATED TO THE GRADE REQUIRED BY THE PERMIT PRIOR TO PLACEMENT OF THE FINAL BITUMINOUS CONCRETE SURFACING. FINISH COURSE SHALL NOT BE LESS THAN THE MINIMUM THICKNESS SHOWN ON THE PAVEMENT DETAILS AND NOT BE LESS THAN THREE AND ONE-HALF (3 1/2) INCHES IN DEPTH AND THE TOP COURSE SHALL BE ONE AND ONE-HALF (1 1/2) INCHES IN DEPTH. IN SOME INSTANCES, BEYOND A SIMPLE TRENCH EXCAVATION, PAVEMENT DETAILS AND REPAIR/RECONSTRUCTION REQUIREMENTS WILL BE DETERMINED IN THE PERMIT (E.G. PAVEMENT REQUIREMENTS ON ROUTE 83).

NOTE: EXCEPTING OF THE THRUST BLOCK DETAIL, CONSTRUCTION SPECIFICATIONS AND DETAILS SHOWN ON THIS SHEET WERE TAKEN FROM THE CITY OF MARLBOROUGH STANDARD DETAILS AND SPECIFICATIONS.

DATE	BY

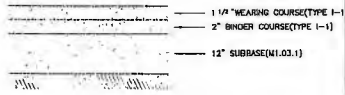
PREPARED BY:
BRUCE SALUK & ASSOC., INC.
CIVIL ENGINEERING & LAND SURVEYING
119 ASH STREET
MARLBOROUGH, MA 01752

DETAILS
--TRAILSIDE TERRACE--
#19 ASH STREET
MARLBOROUGH, MA

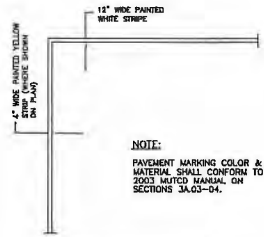


PREPARED FOR:
119 ASH ST LLC
MARLBOROUGH, MA 01752
DATE: SEPTEMBER 16, 2019

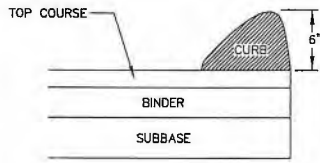
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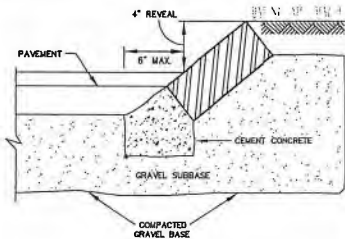
PAVEMENT SECTION
N. T. S. pavsec.dwg



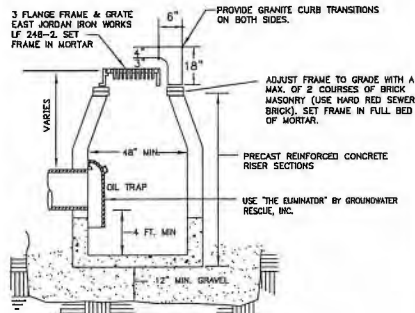
STOP LINE DETAIL
N. T. S.



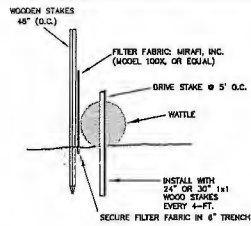
TYPE 2 BERM DETAIL
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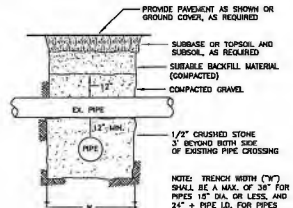
GRANITE CURBING DETAIL
N. T. S. Slopedcurbrgn.dwg



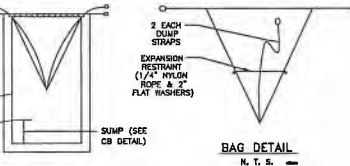
CATCH BASIN
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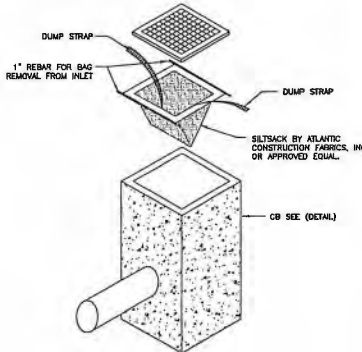
STAKED WATTLE DETAIL
N. T. S. Wattle AND all Inco.dwg



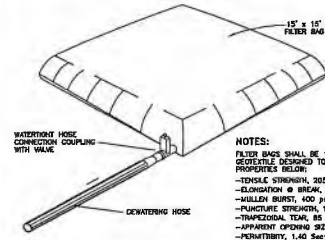
PIPE CROSSING DETAIL
N. T. S.



INSTALLATION DETAIL
N. T. S.

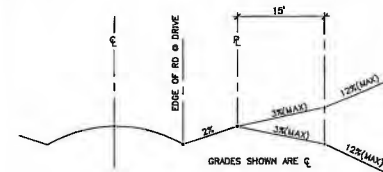


SILTSACK DETAIL
N. T. S.

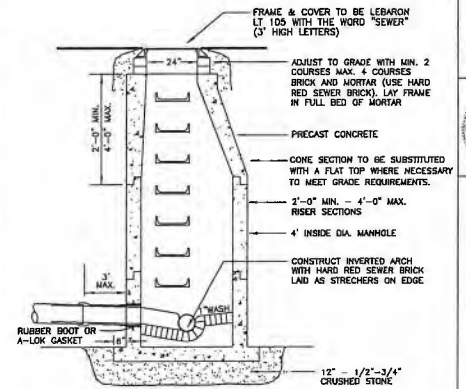


DEWATERING FILTER BAG DETAIL
N. T. S. FilterBag.dwg

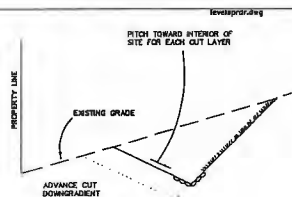
NOTES:
 FILTER BAGS SHALL BE 15' x 15' POLYPROPYLENE GEOTEXTILE DESIGNED TO EXACT OR EXCEED THE PROPERTIES BELOW:
 -TENSILE STRENGTH, 205 lbs (ASTM D-4632)
 -ELONGATION @ BREAK, 50 % (ASTM D-4632)
 -HOLEW BUST, 100 psi (ASTM D-7765)
 -PUNCTURE STRENGTH, 130 lbs (ASTM D-4633)
 -THERMAL TEAR, 80 lbs (ASTM D-4633)
 -APPROXIMATE OPENING SIZE, 60 US Sieve (ASTM D-4751)
 -PERMEABILITY, 1.40 Sec² (ASTM D-4481)
 -UV RESISTANCE, 8 HOURS, TO 3 (ASTM D-4355)
 -FLOW RATE, 90 gal/min/ft (ASTM D-4491)
 BAGS SHALL BE US FILTER BAGS BY US FABRICS, CHENOWETH, DAVIS, OR APPROVED EQUAL.



DRIVEWAY SECTION
N. T. S.



SEWER MANHOLE
N. T. S. smh.dwg



EROSION CONTROL FOR CUT AREAS
N. T. S. Cutarea.dwg

DATE	DESCRIPTION	BY

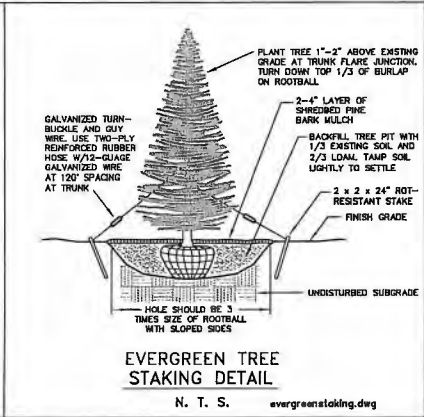
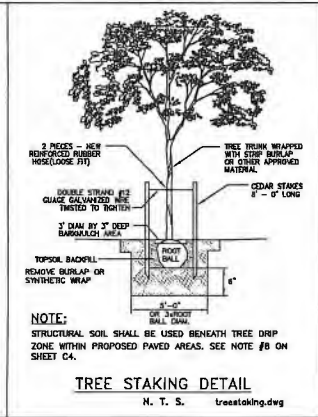
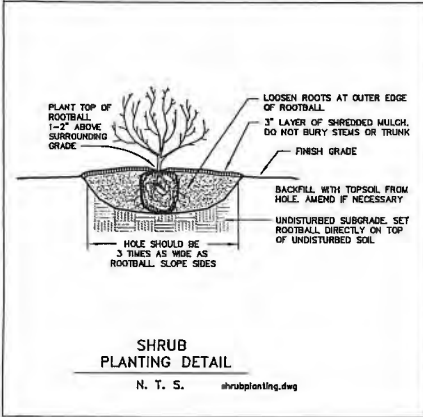
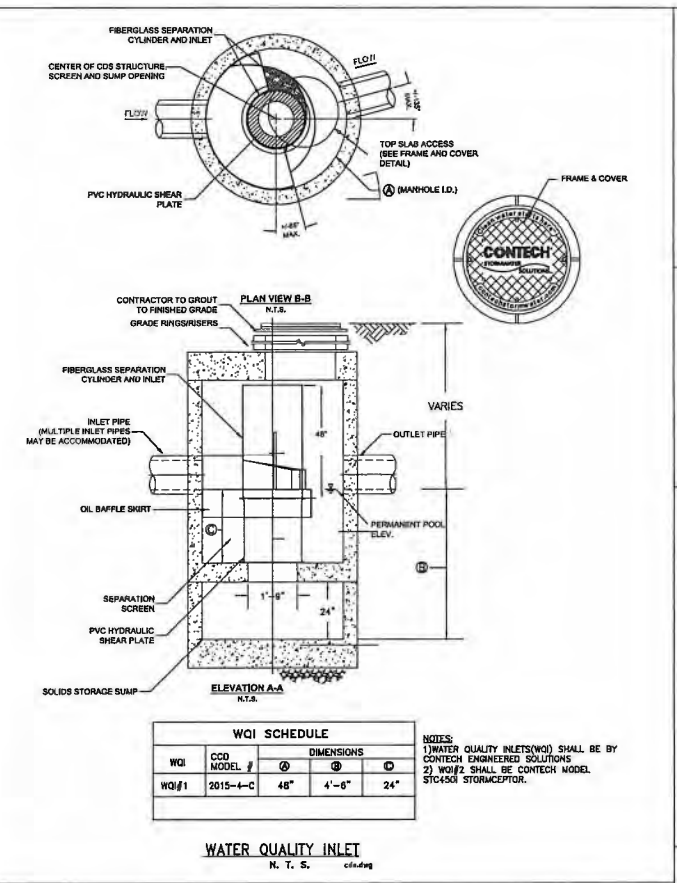
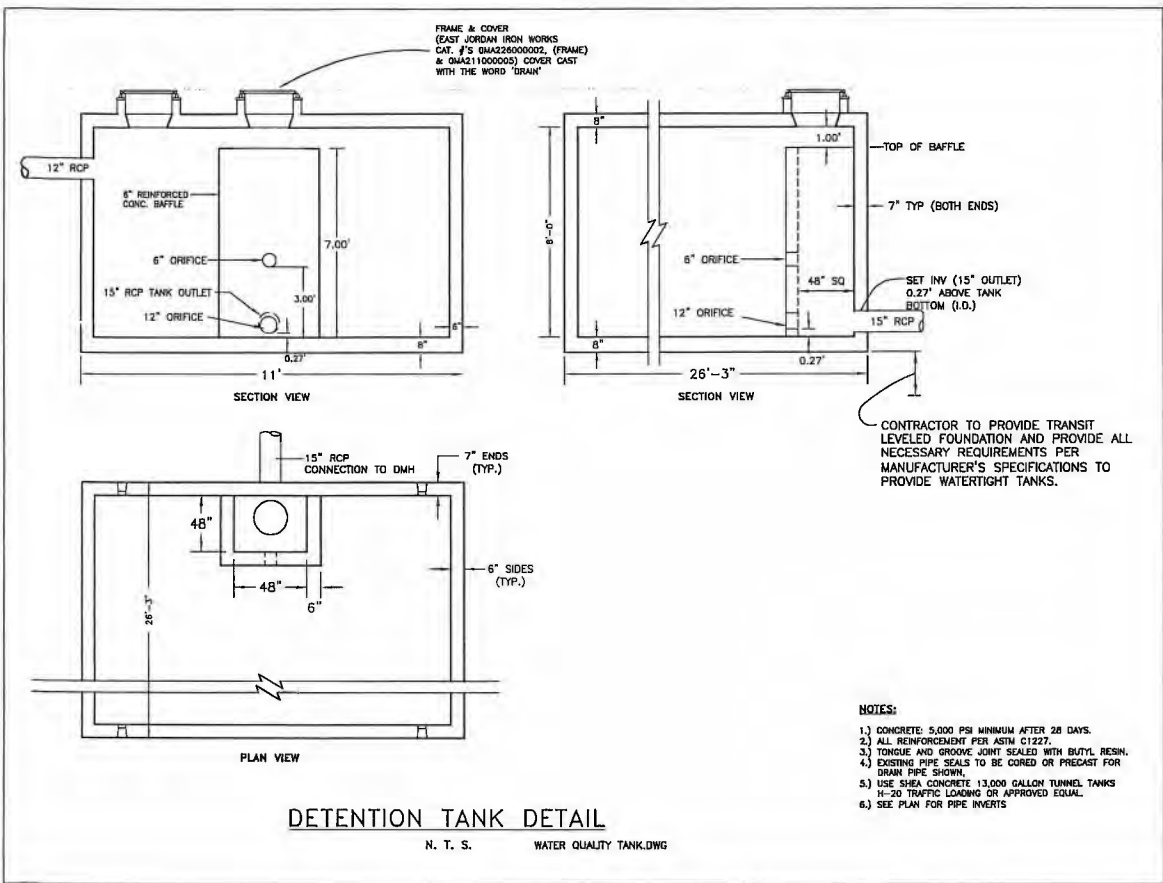
PREPARED BY:
 BRUCE SALUK & ASSOC., INC.
 CIVIL ENGINEERING & LAND SURVEYING
 1100 FIVE POINTS EAST
 MARLBOROUGH, MA 01752

DETAILS
 -TRAILSIDE TERRACE-
 #19 ASH STREET
 MARLBOROUGH, MA



PREPARED FOR:
 119 ASH ST LLC
 19 ASH STREET
 MARLBOROUGH, MA 01752
 DATE: SEPTEMBER 16, 2019

C7



NO.	DATE	BY	DESCRIPTION
1	11/22/19	ML	ISSUE FOR PERMITS

PREPARED BY:
BRUCE SALUK & ASSOC., INC.
CIVIL ENGINEERING & LAND SURVEYING
578 BRISTOL POST ROAD EAST
MARLBOROUGH, MA 01752

DETAILS TERRACE--
#19 ASH STREET
MARLBOROUGH, MA



PREPARED FOR:
119 ASH ST LLC
19 ASH STREET
MARLBOROUGH, MA 01752

DATE: SEPTEMBER 16, 2019

C8

T.O. FRDG

2ND CEILING

2ND FLOOR

1ST CEILING

MAIN FLOOR

T.O.F

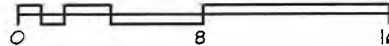
T.O. SLAB

B.O.F.



Bldg #1 - Unit "D" - Front/South Elevation from Ash St.

Reeves Design Associates Sept. 24, 2019

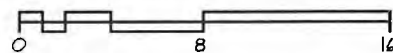




Bldg #1 - Units "D" & "A-1" - Right Side/East Elevation

Reeves Design Associates

Sept. 24, 2019

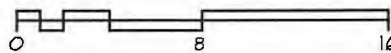


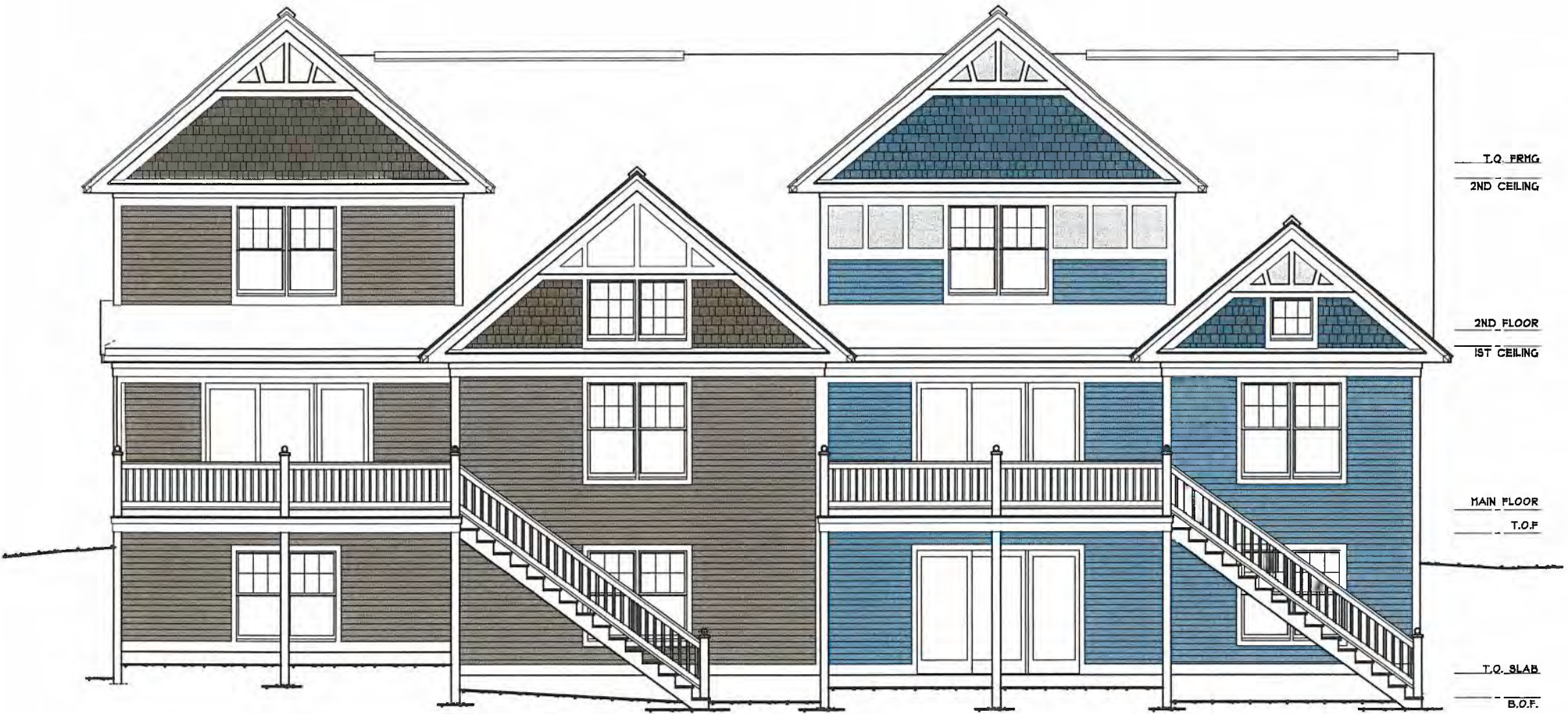


Bldg #2 - Units "A-2" & "B-2" - Front/East Elevation

Reeves Design Associates

Sept 24, 2019

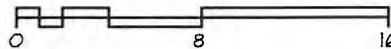




Bldg #2 - Units "B-2" & "A-2" - Rear/West - Rail Trail Elevation

Reeves Design Associates

Sept. 24, 2019

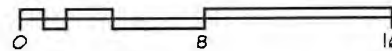




Bldg #1 - Units "A-1" & "D" - Left Side/West - Rail Trail Elevation

Reeves Design Associates

Sept. 24, 2019





City of Marlborough

Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

LEGAL@MARLBOROUGH-MA.GOV

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

2019 DEC 12 AM 8:50
JASON M. PIQUES
ASSISTANT CITY SOLICITOR

HEATHER H. GUTIERREZ
PARALEGAL

December 11, 2019

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

Re: City Council Order No. 19-1007808
LED Sign Special Permit: McDonald's Restaurant 155 Boston Post Road, West

Dear Honorable President Clancy and Councilors:

In accordance with Chapter 526 of the Marlborough Code of Ordinances, I provide this letter as to the legal form of the City Council's proposed findings on the above-referenced sign permit application.

Enclosed is a copy of the proposed decision. I certify that it is in proper legal form.

Please contact me if you have any questions or concerns.

Respectfully,

Jay Piques
Assistant City Solicitor

Enclosure

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

ORDERED:

DECISION ON A LED SIGN SPECIAL PERMIT

IN CITY COUNCIL

LED Sign Special Permit
McDonald's Restaurant
Order No. 19-1007808

**DECISION ON A LED SIGN SPECIAL PERMIT
CITY COUNCIL ORDER NO. 19-1007808**

The City Council of the City of Marlborough hereby GRANTS the application for a Sign Ordinance Special Permit to McDonald's (the "Applicant") for the property located at 155 Boston Post Rd West, Marlborough, Massachusetts, as provided in this Decision and subject to the following Procedural Findings and Findings of Facts and Conditions.

FINDINGS OF FACT AND RULING

1. The Applicant is the lessee of the property located at 155 Boston Post Rd West, Marlborough, Massachusetts, as shown on the Marlborough Assessors Maps as Map 78, Parcel 15 (the "Site") and maintains a stand-alone fast food restaurant with drive-through service lanes.
2. The Applicant seeks a LED Sign Special Permit, pursuant to Section 526-13 of the Code of the City of Marlborough entitled, "Electronic Message Center Signs; Digital Display Signs" (the "EMC and Digital Display Sign Ordinance"), to operate electronic message center signs (the "Signs") at the Site (the "Application").
3. The Signs are two menu boards each of which is no larger than 49.6" by 58" single-faced digital sign, with a display area of 19.8 square feet (the product specifications are attached hereto as Attachment A) and two pre-sale boards 49.75" by 29.125", with a display area of 9.9 square feet. The Signs are to be located in the same location as the existing pre-sale and menu boards.
4. In connection with the Application, the Applicant has submitted schematic designs of the Site and a sketch plan showing the location of the Signs on the Site (as shown in Attachment B).
5. The Marlborough City Council held a public hearing on the Application on November 18, 2019.
6. The Applicant, through its representatives, presented testimony at the public hearing detailing the Signs. No individual in attendance at the public hearing spoke in opposition to the Signs.

**BASED ON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING
FINDINGS AND TAKES THE FOLLOWING ACTIONS**

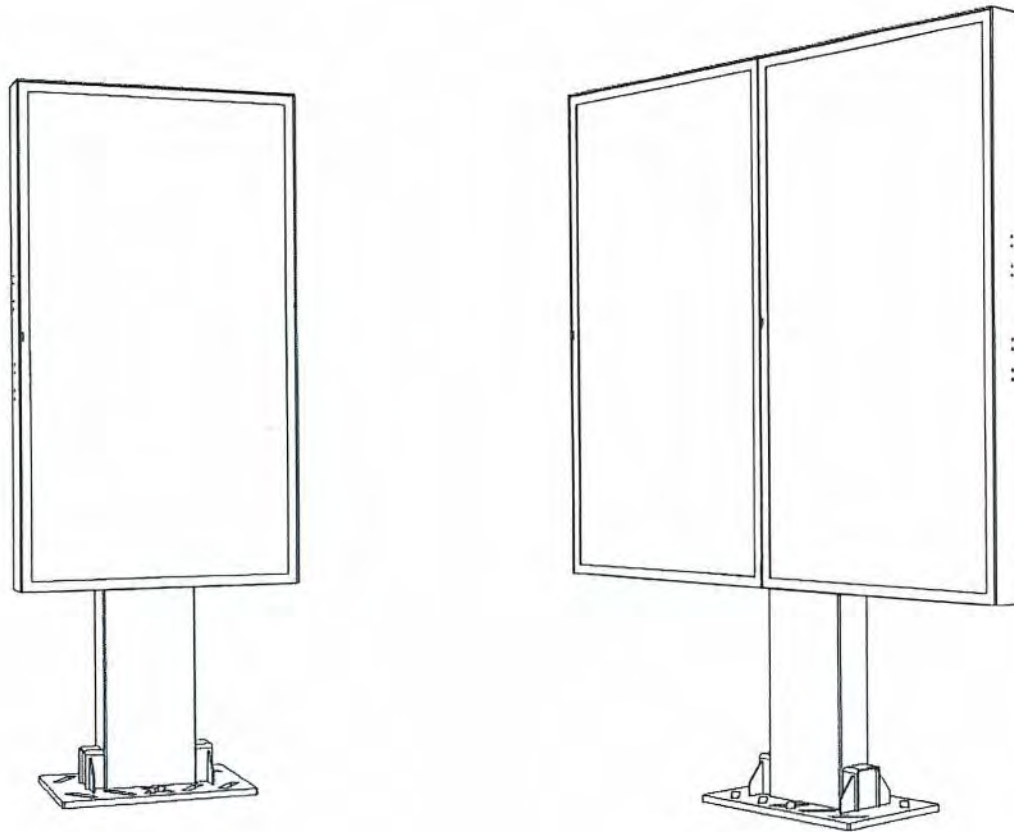
- A. The Applicant has complied with all rules and regulations promulgated by the Marlborough City Council as they pertain to application for a special permit under the EMC and Digital Display Sign Ordinance.
- B. The City Council finds that the Signs complies with the standards set forth in Section 526-13.B of the EMC and Digital Display Sign Ordinance.
- C. The City Council finds, pursuant to Section 526-13.B(16) of the EMC and Digital Display Sign Ordinance, that: all other signage on the Site is in compliance with zoning requirements; the Signs do not create unnecessary visual clutter or constitute signage overload for the lot or surrounding neighborhood or street; the Signs do not substantially block visibility of signs on abutting lots; the Signs do not substantially block solar access of, or the view from, windows of residential dwellings on abutting lots; the proposed illumination is appropriate to the Site and is appropriately located with respect to the character of the surrounding neighborhood; the scale and/or location of the Signs are appropriate; and the dimensions of the Signs comply with the area limitations of the EMC and Digital Display Sign Ordinance.
- D. The City Council, pursuant to its authority under the EMC and Digital Display Sign Ordinance, hereby GRANTS the Applicant a special permit for the Signs, SUBJECT TO THE FOLLOWING CONDITIONS, which conditions shall be binding on the Applicant, its successors and/or assigns:
 - 1. The Signs shall be operated in accordance with the EMC and Digital Display Sign Ordinance of the City of Marlborough.

ADOPTED
In City Council
Order No. 19-1007808
Adopted

Approved by Mayor
Arthur Vigeant
Date:

A TRUE COPY
ATTEST:

ATTACHMENT A

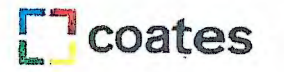


55" Outdoor digital menuboard

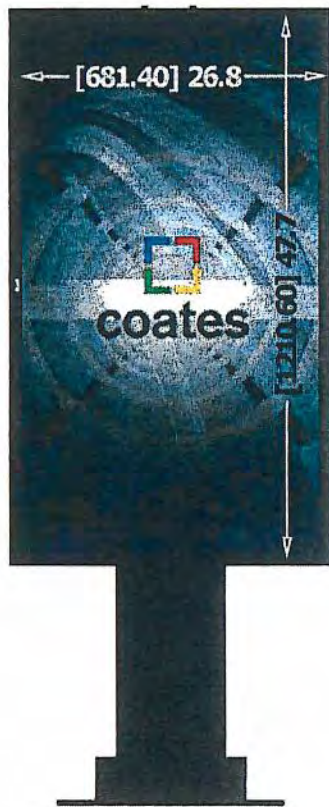
02-55-2S/D Outdoor Menu Board

Permitting Unit Information

Coates ODMB
Single screen unit



Area of display

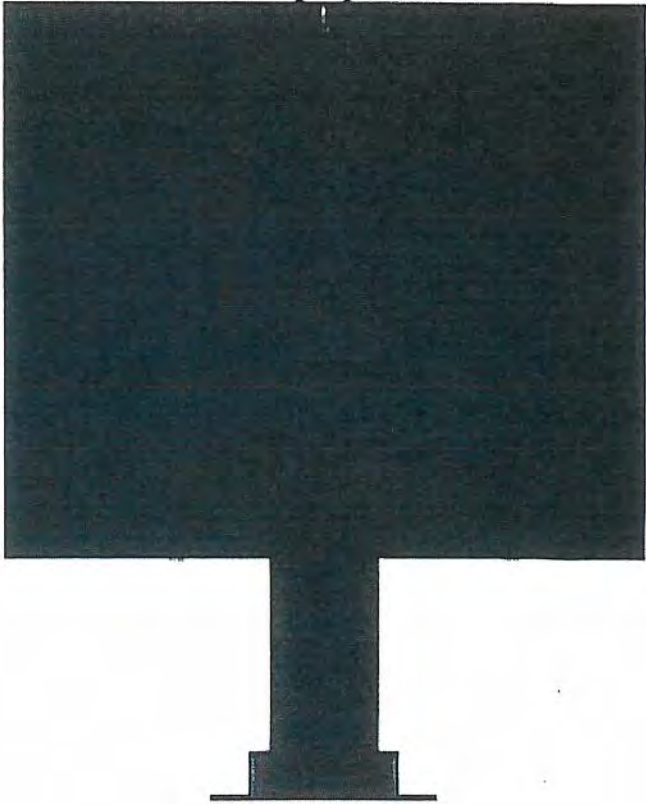
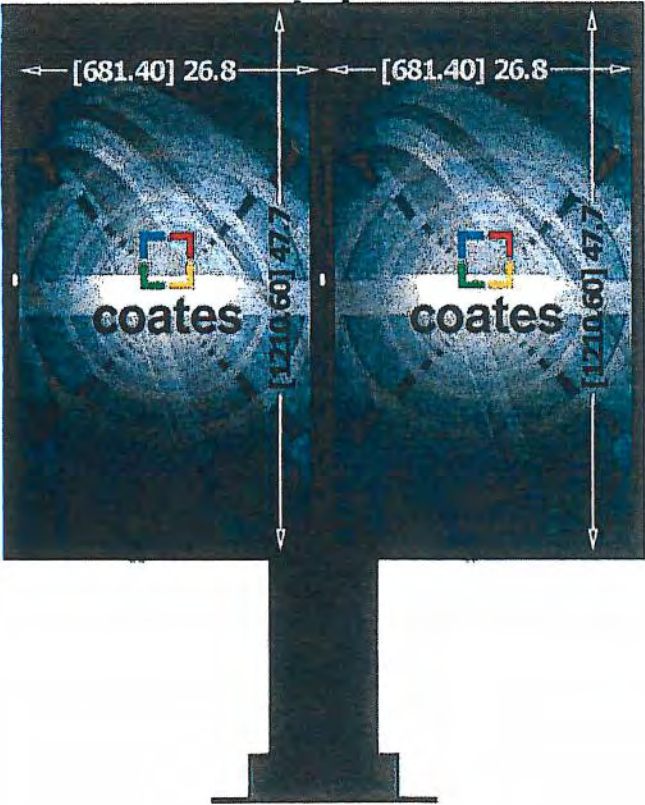


Coates ODMB
Double screen unit

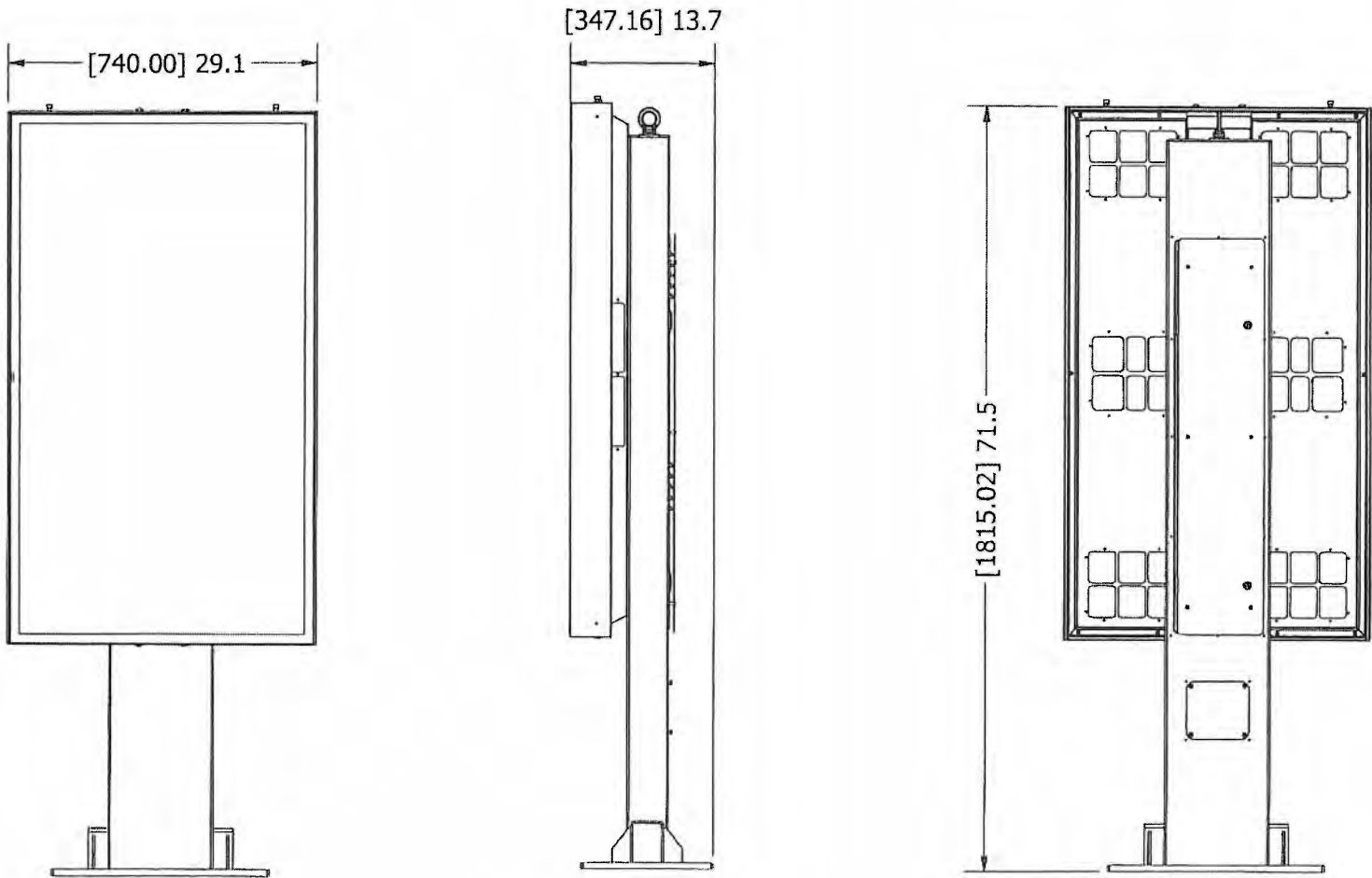


Area of display

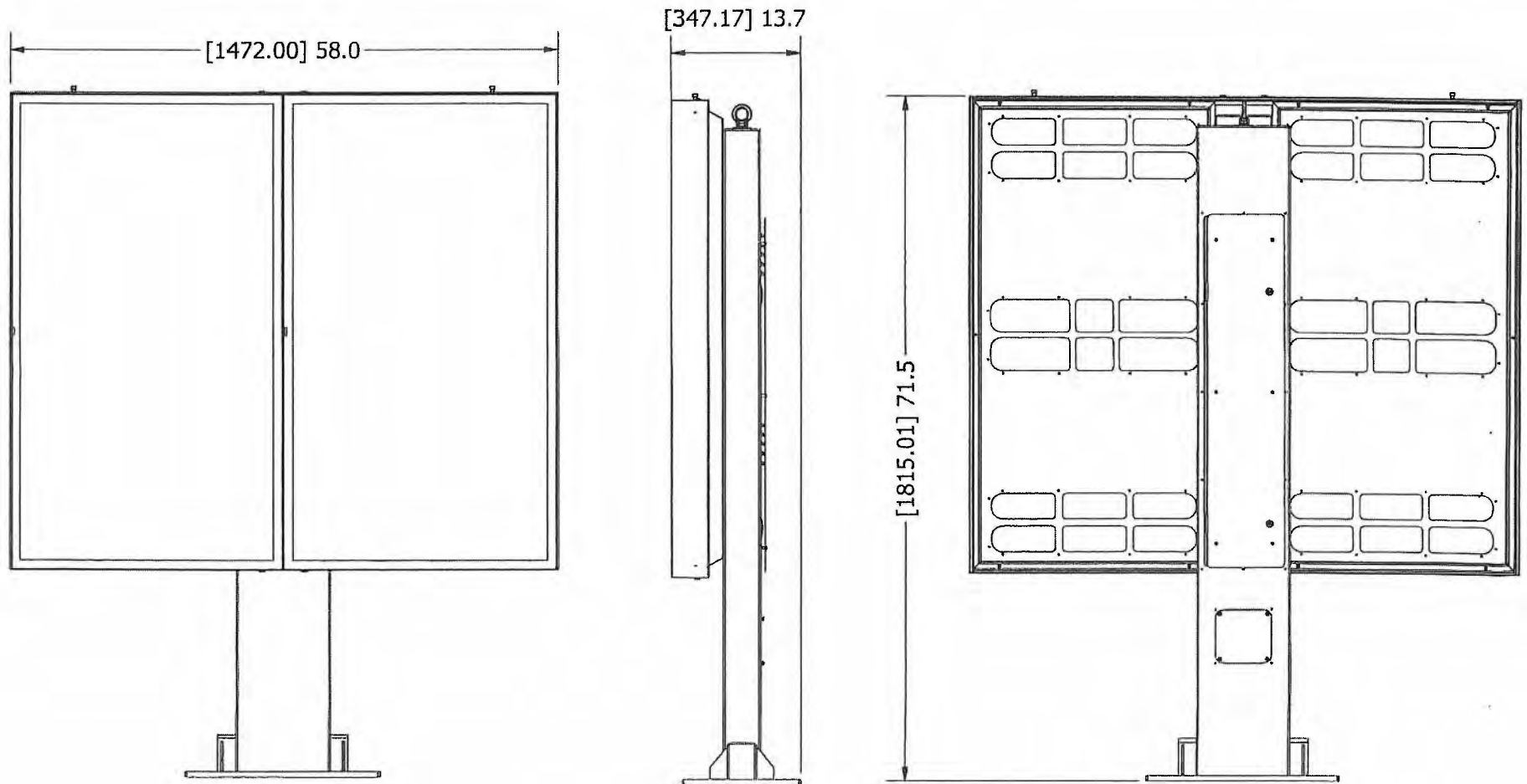
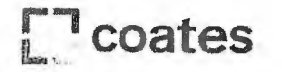
Area of display



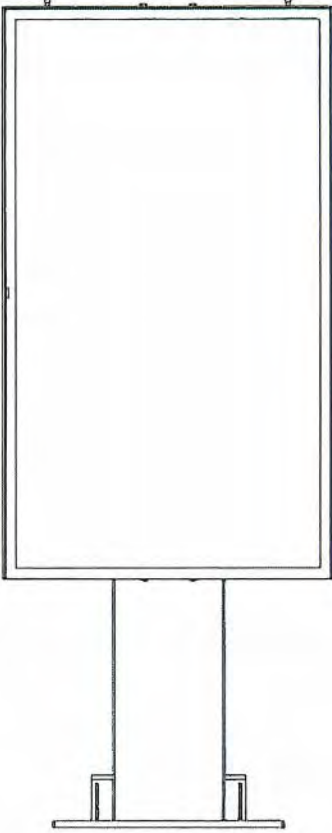
Coates ODMB
Single screen unit



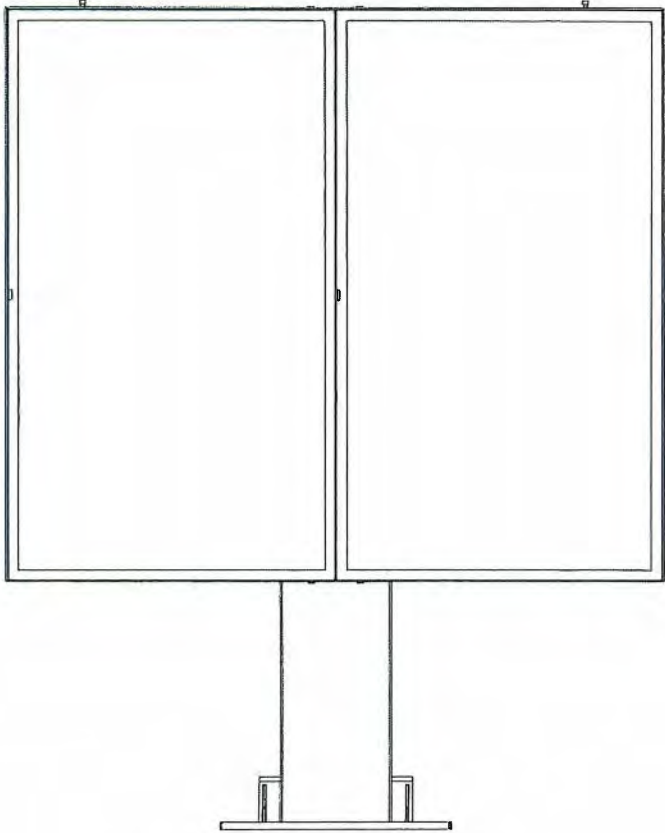
Coates ODMB
Double screen unit



Coates ODMB
Power draw



Max potential draw 5.7A @110V



Max potential draw 9.8A @110V

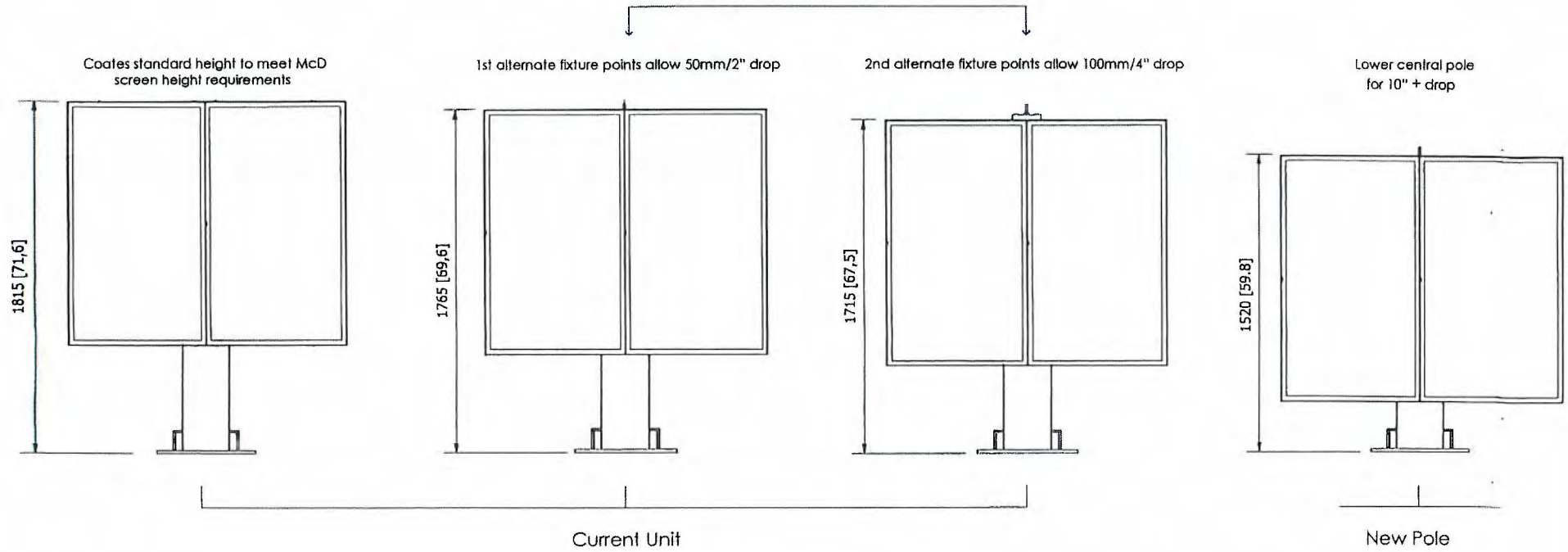


Coates ODMB

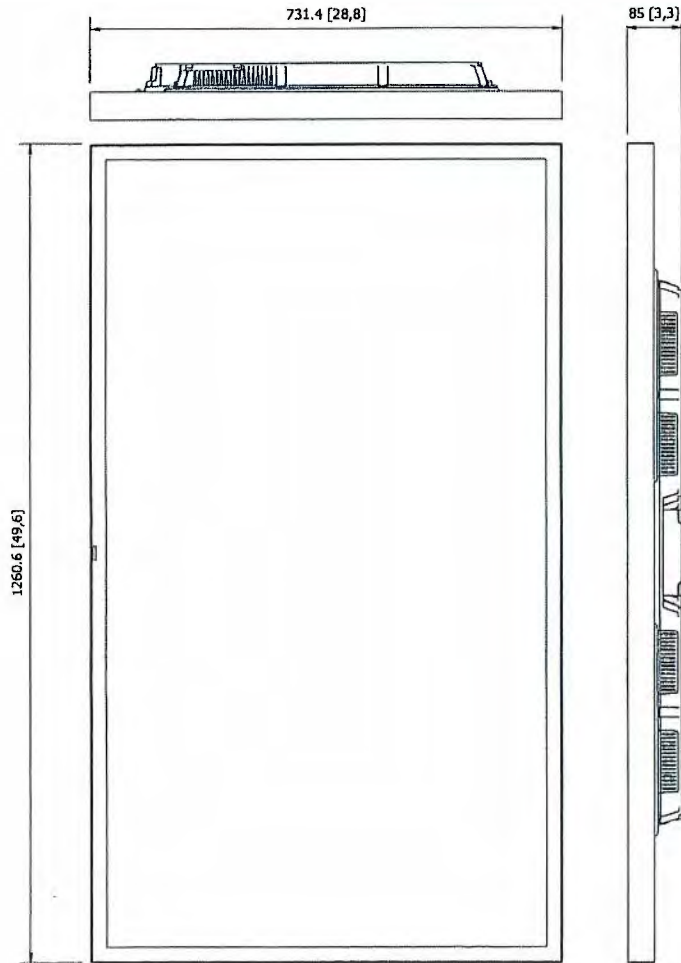
Height variations



Existing design has multiple fixture points already built in for brackets and screens allow for lowering in 2 additional increments.



Display specification



Samsung 550HF

Diagonal Size	55"
Brightness	2500 NIT
Weight	52.6 Kg [118.2 lbs]
Mechanical Specification	
Glass	5T Tempered Glass
Bezel Width	24.9mm [0.98"]
Operation Temperature	-40°C ~ 50 °C [-40 F ~ 122 F]
Certification	UL : CUL60950-1 (GO)

Display specification

Lumen output

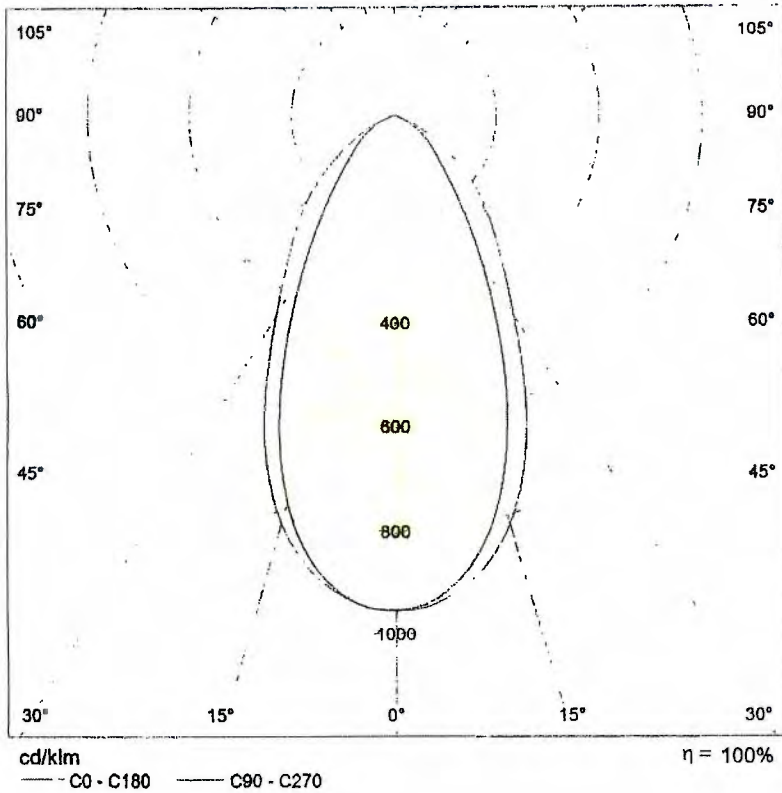


Fig 1.0

The attached is the max potential light output of the screen (see accompanying IES file)

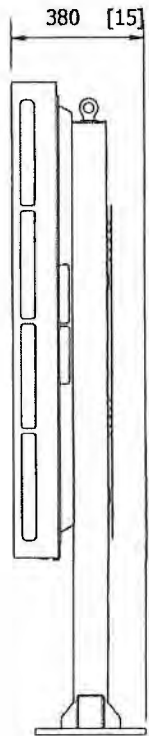
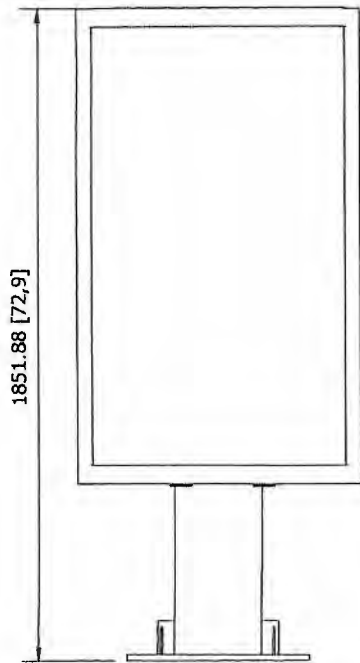
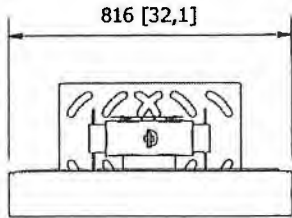
The units have inbuilt ambient light sensors

These light sensors dim the brightness of the screen based on the light surrounding it

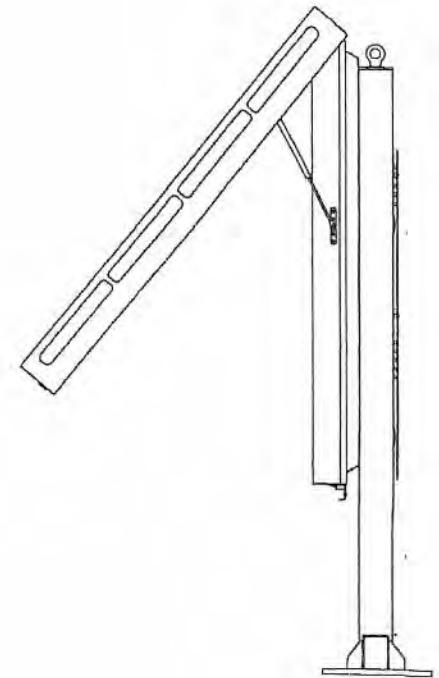
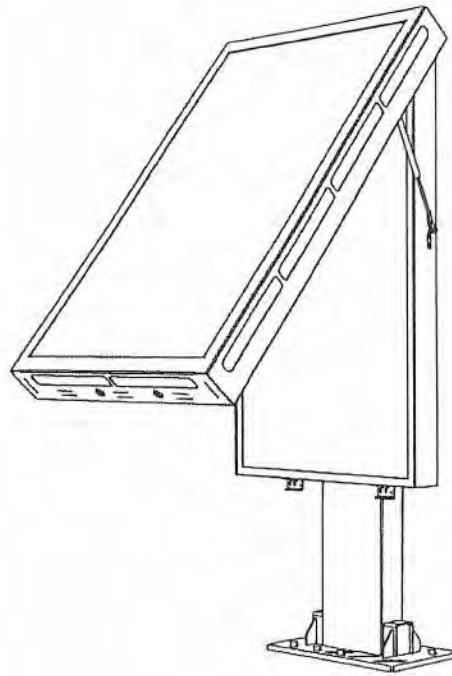
The screens can dim from full brightness 2500nit (Fig1.) all the way down to 500nit to prevent excessive output (glare) in low light and night time environments

Coates ODMB

Single with additional security glass

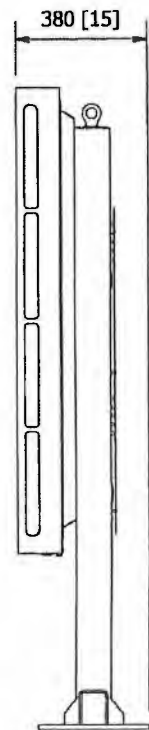
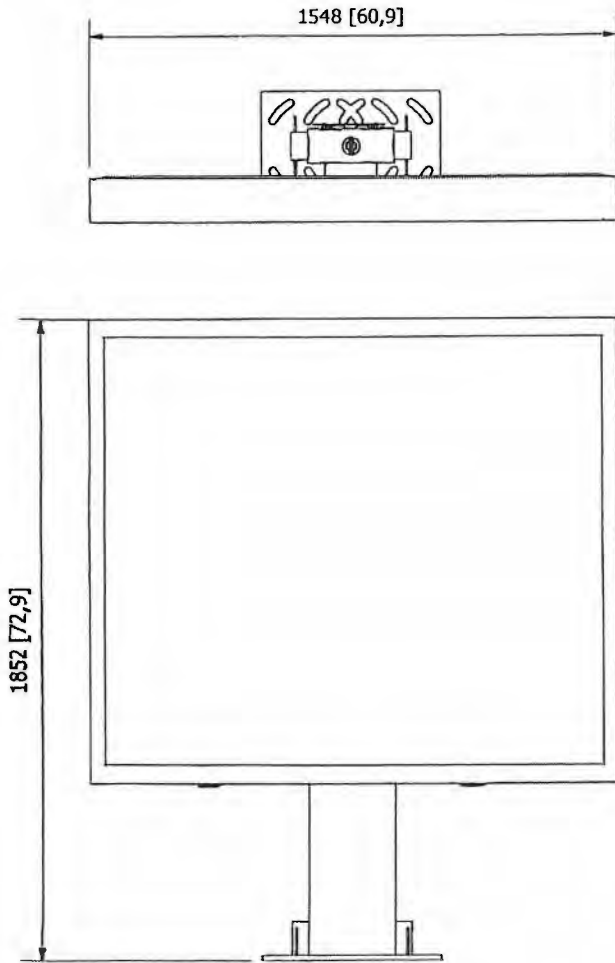


Optional tempered glass security cover
6mm tempered glass

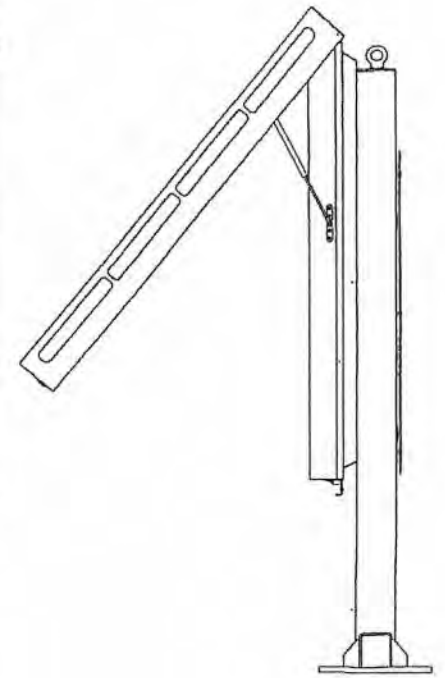
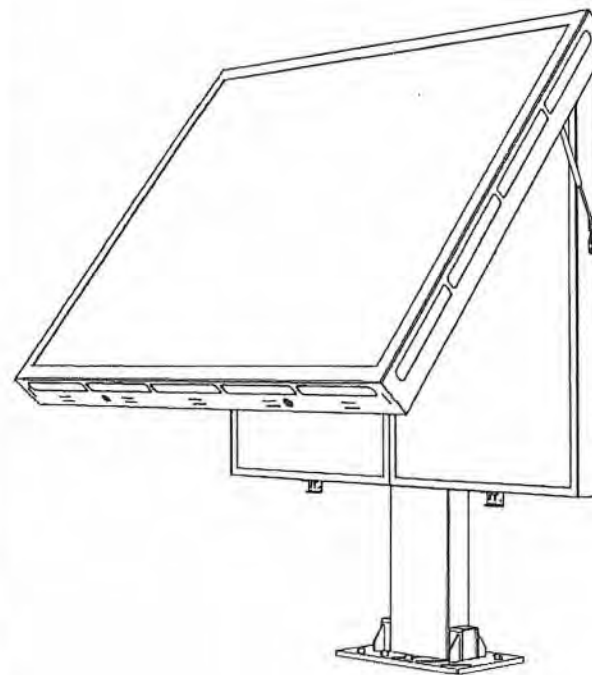


Coates ODMB

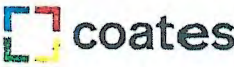
Double with additional security glass



Optional tempered glass security cover
6mm tempered glass



Coates ODMB
Additional security glass



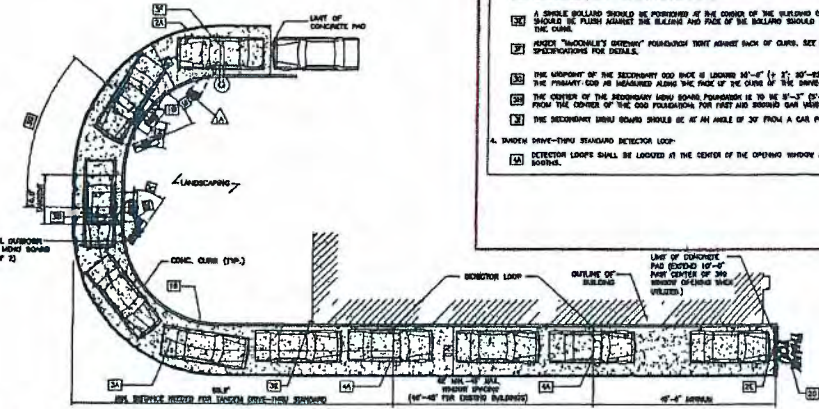
Coates ODMB
Color specification



Unit powder coat color Coates dark grey
Match Pantone: 446C
Gloss specification: 7-12 units @60deg

ATTACHMENT B

THE LAYOUT OF THE DRIVE-THRU LINES SHOWN IN THIS DETAIL ILLUSTRATES DRIVE-THRU DESIGN PRINCIPLES.



1 DRIVE THRU LAYOUT GUIDELINES

TANDEM DRIVE-THRU STANDARD 2.0

1. MINIMUM DRIVE-THRU VEHICLE CLEARANCE DETAILS:
 - (A) DRIVE-THRU LINES BOUND BY CURBS ON BOTH SIDES ARE TO BE 12'-0" LINES BOUND BY CURB ON ONE SIDE AND FINISHED TOPPING ON THE OTHER SIDE TO BE A MIN. OF 10'-0".
 - (B) THE MAX. PAVEMENT FOR ALL DRIVE-THRU DRIVEWAYS IS 8'-0" TO MINOR OF CURB.
2. SECOND DRIVE-THRU REMOVED PAVEMENT DIMENSIONS:
 - (A) 1" THICK YELLOW PAINT STRIPE TO SHOW OUTER EDGE OF THE DRIVE-THRU LANE. LINE STRIPE AT DRIVE-THRU ENTRANCE HERE "MODULARITY" IS LOOSENED.
3. TANDEM DRIVE-THRU REMOVED EQUIPMENT POSITIONING:
 - (A) MIN. 10'(11'-0") LINEAR CLEARANCE BETWEEN THE INSIDE LINE OF THE CURB FACE AND THE CENTER LINE OF THE CURB CURVE THROUGH TO BE MAINTAINED ALONG THE CENTER LINE OF THE LANE. THIS MAY ONLY BE INCREASED BY 3" INCREASING TO A MAX. OF 100" BY 6' SPAN.
 - (B) THE CENTER OF THE METAL BOUND FOUNDATION IS TO BE 3'-3" (3'-0" MIN. AND 3'-6" MAX.) FROM THE CENTER OF THE CURB FOUNDATION WITH THE END OF THE METAL BOUND NOT LESS THAN 12" FROM FACE OF CURB.
 - (C) THE PRIMARY METAL BOUND SHOULD BE AT AN ANGLE OF 30° FROM THE FOUNDATION AT THE END TO MINIMIZE VIBRATION.
 - (D) AVOID "MODULARITY" DRIVE WERE CURB/CURB/CURB FOUNDATION TIGHT AGAINST BACK BY CURB. SEE MANUFACTURER/LOCAL SPECIFICATIONS FOR DETAILS.
 - (E) A SINGLE BOLLARD SHOULD BE POSITIONED AT THE CORNER OF THE WEIRDED ON THE DRIVE-THRU SIDE. IT SHOULD BE PLACED AGAINST THE BUILDING AND FACE OF THE BOLLARD SHOULD BE TIGHT AGAINST THE BACK OF THE CURB.
 - (F) UNDER "MODULARITY" DRIVE WERE CURB/CURB/CURB FOUNDATION TIGHT AGAINST BACK OF CURB. SEE MANUFACTURER/LOCAL SPECIFICATIONS FOR DETAILS.
 - (G) THE WEIGHT OF THE SECONDARY CURB FACE IS LOCATED 30'-0" (1'-3" 30'-0") BACK FROM THE CENTER OF THE PRIMARY CURB AS INDICATED ALONG THE FACE OF THE CURB OF THE DRIVE-THRU LANE.
 - (H) THE CENTER OF THE SECONDARY METAL BOUND FOUNDATION IS TO BE 3'-3" (3'-0" MIN. AND 3'-6" MAX.) FROM THE CENTER OF THE CURB FOUNDATION FOR FIRST AND SECOND CURB WEIGHT.
 - (I) THE SECONDARY METAL BOUND SHOULD BE AT AN ANGLE OF 30° FROM A CAR POSITIONED AT THE CURB.
4. TANDEM DRIVE-THRU STANDARD DETECTOR LOOP:
 - (A) DETECTOR LOOPS SHALL BE LOCATED AT THE CENTER OF THE OPENING WINDOW AT THE CURB AND PRESENT BOLLARD.

TANDEM DRIVE-THRU STANDARD 2.0 FEATURES:

1. TANDEM DRIVE-THRU STANDARD 2.0 FEATURES:
 - (A) PRE-SPRINKLE BOARD MUST BE MIN. 12" FROM FACE OF CURB. THE DISTANCE BETWEEN THE SECONDARY CURB AND PRE-SPRINKLE BOARD IS TO BE 10' AS INDICATED FROM THE CENTER OF THE PRE-SPRINKLE BOARD FOUNDATION TO THE CENTER OF THE CURB FOUNDATION. THE WALLS (APPROXIMATELY 1/2" OF THE PRE-SPRINKLE BOARD SHALL HAVE VIBRATION ISOLATION TO THE SECOND CURB FROM SECONDARY CURB.

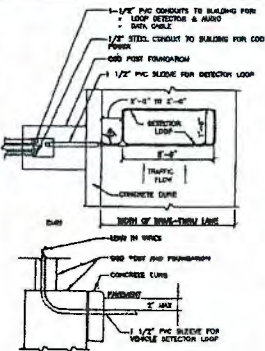
GENERAL NOTES

1. DRIVE-THRU ELEMENTS: CURB, DRIVE-THRU PAVEMENT/CLEARANCE POLE AND BOLLARD SIGN SHALL BE CONSISTENT WITH THE STANDARD BUILDING DESIGN DRIVE-THRU ELEMENTS. OTHER DESIGN MAY NOT BE USED.
2. CONTRACTOR SHALL COORDINATE WITH APPLICABLE PLANS, MODULARITY AREA CONSTRUCTION SPECIFICATIONS, CONTRACT SUPPLIER AND VENDOR SUPPORT TO DETERMINE EXACT LOCATION, DIMENSIONS, MATERIALS, WEIGHTS AND WEIGHTS OF BOLLARD AND CURB DRIVE-THRU ELEMENTS TO BE PROVIDED AT THE SITE. ALL NOTES TO BE COORDINATED WITH THESE NOTES.
3. CONTRACTOR SHALL COORDINATE WITH APPLICABLE PLANS, MODULARITY AREA CONSTRUCTION SPECIFICATIONS, CONTRACT SUPPLIER AND VENDOR SUPPORT TO DETERMINE EXACT LOCATION, DIMENSIONS, MATERIALS, WEIGHTS AND WEIGHTS OF BOLLARD AND CURB DRIVE-THRU ELEMENTS TO BE PROVIDED AT THE SITE. ALL NOTES TO BE COORDINATED WITH THESE NOTES.
4. SEE DETAIL 1/0000 FOR DETECTOR LOOP INFORMATION. DETAIL 1/0000 FOR LOW VOLTAGE CONDUIT BUILDING AND DETAIL 1/0000 FOR DRIVE-THRU POWER SUPPLYING VENDOR'S SPECIFICATIONS SHALL GOVERN (UPON ANY DISCREPANCIES).
5. CONTRACTOR TO COORDINATE THE RESPONSIBILITIES OF THE ELECTRICAL CONTRACTOR, CONCRETE SUPPLIER AND THE SOIL SUPPLIER.
6. CONTRACTOR TO INSTALL PRE-FORMED PRE-WIRED VEHICLE DETECTOR LOOP.
7. CONTRACTOR SHALL VERIFY CONDUIT REEF REQUIRED BY VEHICLE LOOP DETECTOR SUPPLIER.

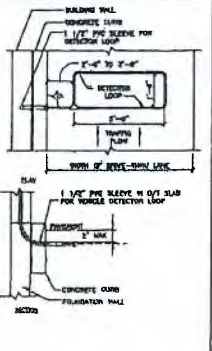
Approved for Construction
Martin B. Higgins III

NOTES

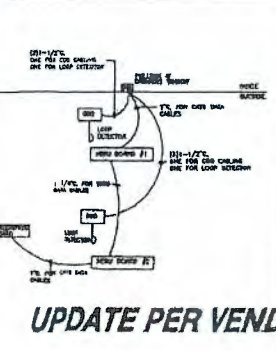
1. VERIFY CONCRETE NOTES AND LAYOUT WITH DETECTOR LOOP MANUFACTURER.
2. VERIFY VEHICLE DETECTOR LOOP IN DRIVE THRU LANE. INSTALL PER VENDOR RECOMMENDATIONS.
3. PRE-SPRINKLE BOARD OR ELECTRICAL WIRE SHALL BE USED ABOVE 2" OF LOOP.
4. DETECTOR LOOP INFORMATION: PFC THRU 1/2" DIA. AND PER LOOP MADE FROM THE CENTER OF CURB FOUNDATION DRIVE THROUGH THE CURB. SEE DETAIL 1/0000 FOR DETECTOR LOOP INFORMATION. DETAIL 1/0000 FOR DETECTOR LOOP INFORMATION. DETAIL 1/0000 FOR DETECTOR LOOP INFORMATION.
5. DETECTOR LOOP INFORMATION: PFC THRU 1/2" DIA. AND PER LOOP MADE FROM THE CENTER OF CURB FOUNDATION DRIVE THROUGH THE CURB. SEE DETAIL 1/0000 FOR DETECTOR LOOP INFORMATION. DETAIL 1/0000 FOR DETECTOR LOOP INFORMATION. DETAIL 1/0000 FOR DETECTOR LOOP INFORMATION.
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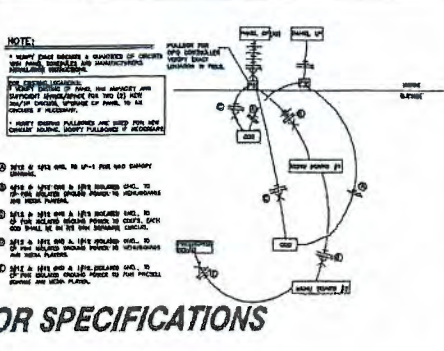
2 DETECTOR LOOP DETAILS NOT TO SCALE



B - WINDOW DETECTOR LOOP



C - LOW VOLTAGE CONDUIT DIAGRAM NOT TO SCALE



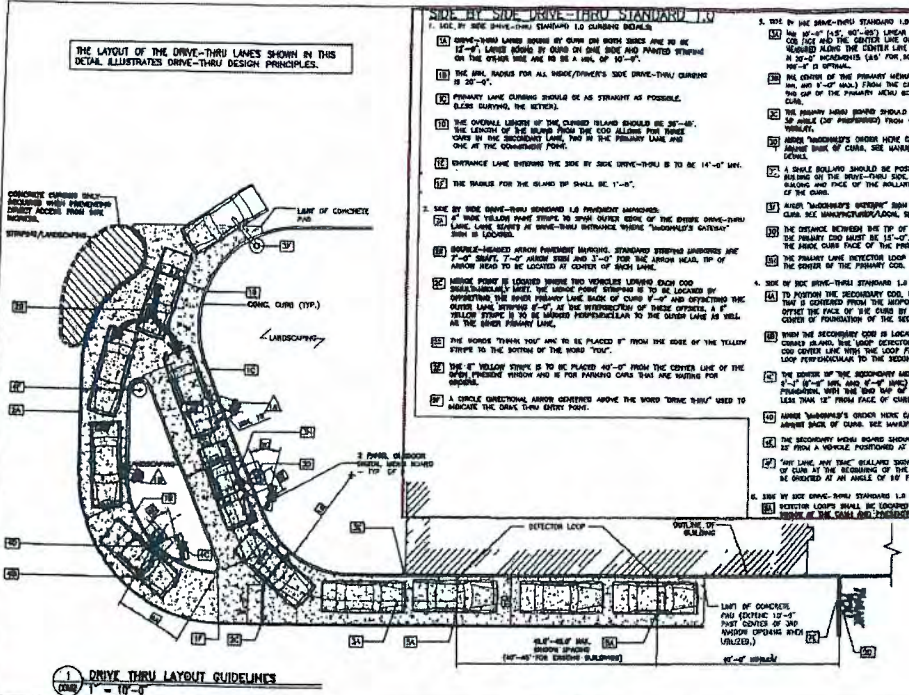
D - DRIVE THRU POWER DIAGRAM NOT TO SCALE

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Denver, CO 80202
Tel: 303.733.1111
Fax: 303.733.1112
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SMALL BUILDING FOOT PRINT
Modified 05.07 Wood / Wood
050-0000
050-0000
DRIVE-THRU DETAIL

UPDATE PER VENDOR SPECIFICATIONS

THE LAYOUT OF THE DRIVE-THRU LANES SHOWN IN THIS DETAIL ILLUSTRATES DRIVE-THRU DESIGN PRINCIPLES.



SIDE BY SIDE DRIVE-THRU STANDARD I.O. FEATURES:

1. SIDE BY SIDE DRIVE-THRU STANDARD I.O. EQUIPMENT POSITIONING FOR PRIMARY LANE:
 - (1) 12" x 12" x 12" (40" x 40" x 40") LINEAR DISTANCE BETWEEN THE CENTER LINE OF THE COIL AND THE CENTER LINE OF THE OPEN SECOND BEYOND AS MEASURED ALONG THE CENTER LINE OF THE LANE. THIS DISTANCE SHALL BE INCREASED AT 20" x 20" INTERVALS (15' TO 10', 10' TO 5', AND 5' TO 0' FROM FACE OF CURB).
 - (2) THE CENTER OF THE PRIMARY MOUNTED BOARD FOUNDATION IS TO BE 1'-0" (2'-0" MIN. AND 1'-0" MAX.) FROM THE CENTER OF THE COIL FOUNDATION WITH THE TOP CAP OF THE PRIMARY MOUNT BOARD NOT LESS THAN 12" FROM FACE OF CURB.
 - (3) THE PRIMARY MOUNT BOARD SHOULD BE AT AN ANGLE OF APPROXIMATELY 25° TO 30° ANGLE (AS MEASURED) FROM A LINE PERPENDICULAR TO THE COIL AND WITH 100% VISIBILITY.
 - (4) WHERE MOUNTING'S ORDER SIDE CANTY" OR EQUIPMENT FOUNDATION NOT MOUNTED SIDE OF CURB, SEE MANUFACTURER'S/ALCOA SPECIFICATIONS FOR DETAILS.
 - (5) A SHALE BOLLARD SHOULD BE POSITIONED AT THE CORNER OF THE BUILDING ON THE DRIVE-THRU SIDE. IT SHOULD BE FLUSH AGAINST THE BUILDING AND FACE OF THE BOLLARD SHOULD BE TIGHT AGAINST THE BACK OF THE CURB.
 - (6) AGAIN MOUNTING'S ORDER SIDE CANTY" OR EQUIPMENT FOUNDATION NOT MOUNTED SIDE OF CURB, SEE MANUFACTURER'S/ALCOA SPECIFICATIONS FOR DETAILS.
 - (7) THE DISTANCE BETWEEN THE TIP OF THE CURVED ISLAND AND THE CENTER LINE OF THE PRIMARY COIL MUST BE 15'-0". THIS MEASUREMENT IS TAKEN PARALLEL TO THE BACK CURB FACE OF THE PRIMARY LANE.
 - (8) THE PRIMARY LANE DETECTOR LOOP SHOULD BE PERPENDICULAR TO THE CENTER OF THE PRIMARY COIL.
 - (9) SIDE BY SIDE DRIVE-THRU STANDARD I.O. EQUIPMENT POSITIONING FOR SECONDARY LANE:
 - (1) TO POSITION THE SECONDARY COIL, DRAW AN ARC WITH A 14' RADIUS THAT IS CENTERED FROM THE MOUNTING OF THE ISLAND TOP. THEN SET THE FACE OF THE CURB BY 14' TO DETERMINE THE LOCATION OF CENTER OF FOUNDATION OF THE SECONDARY COIL.
 - (2) WHEN THE SECONDARY COIL IS LOCATED AT 14'-0" FROM THE TIP OF THE CURVED ISLAND, THE LOOP CENTER IS TO BE 2'-0" FORWARD OF THE COIL CENTER LINE WITH THE LOOP FACING FORWARD AND THE DETECTOR LOOP PERPENDICULAR TO THE SECONDARY COIL WHEN POSSIBLE.
 - (3) THE CENTER OF THE SECONDARY MOUNT BOARD FOUNDATION SHALL BE 2'-0" (2'-0" MIN. AND 2'-0" MAX.) FROM CENTER OF THE COIL FOUNDATION WITH THE TOP CAP OF THE SECONDARY MOUNT BOARD NOT LESS THAN 12" FROM FACE OF CURB.
 - (4) AGAIN MOUNTING'S ORDER SIDE CANTY" OR EQUIPMENT FOUNDATION NOT MOUNTED SIDE OF CURB, SEE MANUFACTURER'S/ALCOA SPECIFICATIONS FOR DETAILS.
 - (5) THE SECONDARY MOUNT BOARD SHOULD BE AT AN ANGLE OF APPROXIMATELY 25° FROM A VEHICLE POSITIONED AT THE COIL AND WITH 100% VISIBILITY.
 - (6) THE LANE AND THE BOLLARD SIDE MUST BE A MIN. OF 12'-0" FROM FACE OF CURB AT THE BEGINNING OF THE LANDSCAPE ISLAND. BOLLARD SIDE IS TO BE CENTERED AT AN ANGLE OF 90° FROM THE CURB.
2. SIDE BY SIDE DRIVE-THRU STANDARD I.O. DETECTOR LOOP:
 - (1) DETECTOR LOOPS SHALL BE LOCATED AT THE CORNER OF THE SPACING BETWEEN THE ISLAND AND THE SECONDARY COIL.

SIDE BY SIDE DRIVE-THRU STANDARD I.O. FEATURES:

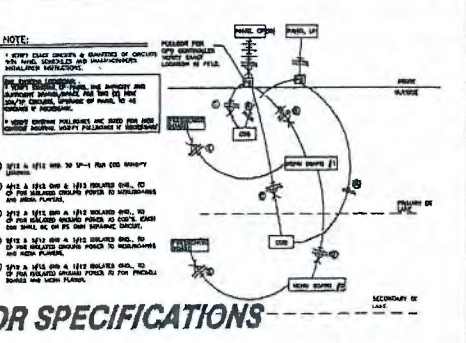
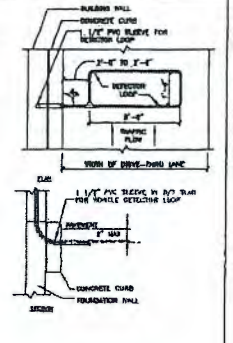
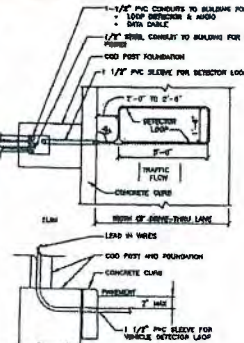
1. SIDE BY SIDE DRIVE-THRU STANDARD I.O. EQUIPMENT:
 - (1) PRE-INSULATED BOARD MUST BE MIN. 12" FROM FACE OF CURB. THE DISTANCE BETWEEN THE PRIMARY COIL AND PRE-INSULATED BOARD IS TO BE 15' AS MEASURED ALONG THE CENTER LINE OF THE LANE. THIS IS MEASURED FROM THE CENTER OF THE PRE-INSULATED BOARD FOUNDATION TO THE CENTER OF THE COIL FOUNDATION. THE ANGLE (APPROXIMATELY 90°) OF THE PRE-INSULATED BOARD SHOULD MANAGE VISIBILITY TO THE SECOND COIL FROM COIL.
 - (2) THE PRE-INSULATED BOARD MUST BE MIN. 12" FROM FACE OF CURB. THE DISTANCE BETWEEN THE SECONDARY COIL AND PRE-INSULATED BOARD IS TO BE 15' AS MEASURED ALONG THE FACE OF THE CURB. THIS IS MEASURED FROM THE POINT PERPENDICULAR TO THE CENTER OF THE PRE-INSULATED BOARD FOUNDATION TO THE POINT PERPENDICULAR TO THE CENTER OF THE COIL FOUNDATION. THE ANGLE OF THE PRE-INSULATED BOARD SHOULD MANAGE VISIBILITY TO THE SECOND COIL FROM COIL (APPROXIMATELY 90°).

GENERAL NOTES

1. DRIVE-THRU ELEMENTS: COIL, DRIVE-THRU PILE/POLE/CLEARANCE POLE AND BOLLARD SIGN SHALL BE CONSISTENT WITH THE STANDARD BUILDING DESIGN DRIVE-THRU ELEMENTS. OTHER DESIGNS MAY NOT BE USED.
2. CONTRACTOR SHALL COORDINATE WITH APPLICABLE PLUMB, MASONRY'S AREA, DISTRIBUTION MESSAGES, CONCRETE SUPPLIER AND SUPPLY TO DETERMINE EXISTING LOADINGS, DISTRIBUTION, VENTILATION SYSTEMS, AND MOUNTING OF BOARD AND DRIVE-THRU ELEMENTS TO BE INSTALLED AT THIS SITE. ALL WORK IS TO BE COORDINATED WITH OTHER TRADES.
3. CONTACT MOUNTING'S AREA CONTRACTOR MANAGER FOR DRIVE-THRU ELEMENT POSITIONING AND MOUNTING REQUIREMENTS NOT SHOWN. INFORMATION ALSO AVAILABLE THROUGH VENDOR REQUESTED SERVICE MANUFACTURER TO PROVIDE FOOTING ANCHORS & RELATED TO I.C. PRIOR TO FOUNDATION POURING.
4. SEE NOTE 1, 2, 3, 4 FOR MOUNTING LOOP INFORMATION. SEE 1, 2, 3 FOR LOW VOLTAGE CONDUIT SIZES AND SEALS. ALWAYS FOR DRIVE-THRU POWER SIGNALING, VENDOR'S SPECIFICATIONS SHALL SUPERSEDE ANY OTHERS.
5. CONTRACTOR TO COORDINATE THE RESPONSIBILITIES OF THE ELECTRICAL CONTRACTOR, CONTRACTOR SUPPLIER, AND THE SIGN SUPPLIER.
6. CONTRACTOR TO INSTALL PRE-FORMED, PRE-WEIRD WIRELESS DETECTOR LOOP.
7. CONTRACTOR SHALL VERIFY CONCRETE SIZES REQUIRED BY VEHICLE LOOP DETECTOR SUPPLIER.

Approved for Construction
Martin B Higgins III

- NOTES**
1. VERIFY CONDUIT SIZES AND LAYOUT WITH DETECTOR LOOP MANUFACTURER.
 2. CURVED VEHICLE DETECTOR LOOP IS DRIVE-THRU LANE. SIGNAL PER I/O, RECOMMENDATIONS.
 3. NO STEEL BRIDGE OR ELECTRICAL WIRE SHALL BE USED WITHIN 12" OF LOOP.
 4. DETECTOR LOOP SHALL BE INSTALLED TO THE FOLLOWING DIMENSIONS OR SHALL BE:
 - MIN. 12" x 12" x 12" (40" x 40" x 40")
 - MIN. 1-1/2" x 1-1/2" x 1-1/2" (48" x 48" x 48")
 5. STRUCTURAL LOADS:
 - 1-1/2" x 1-1/2" x 1-1/2" (48" x 48" x 48") FOR LOOP SIDE FROM THE LAYOUT OF THIS DETECTOR LOOP. STRUCTURAL LOADS: 100 LBS/FT² IS PRE-CASTING AS FACTORY.
 6. DETECTOR LOOP INFORMATION:
 - FORWARD THE LINE COORDINATE LAYOUT OF PVC WITH NO OTHER CONDUITS AS SIGNALING WIRE, LOOPING, POWER, & PIPING AS DETAIL.



1 DETECTOR LOOP DETAILS
SCALE: NOT TO SCALE

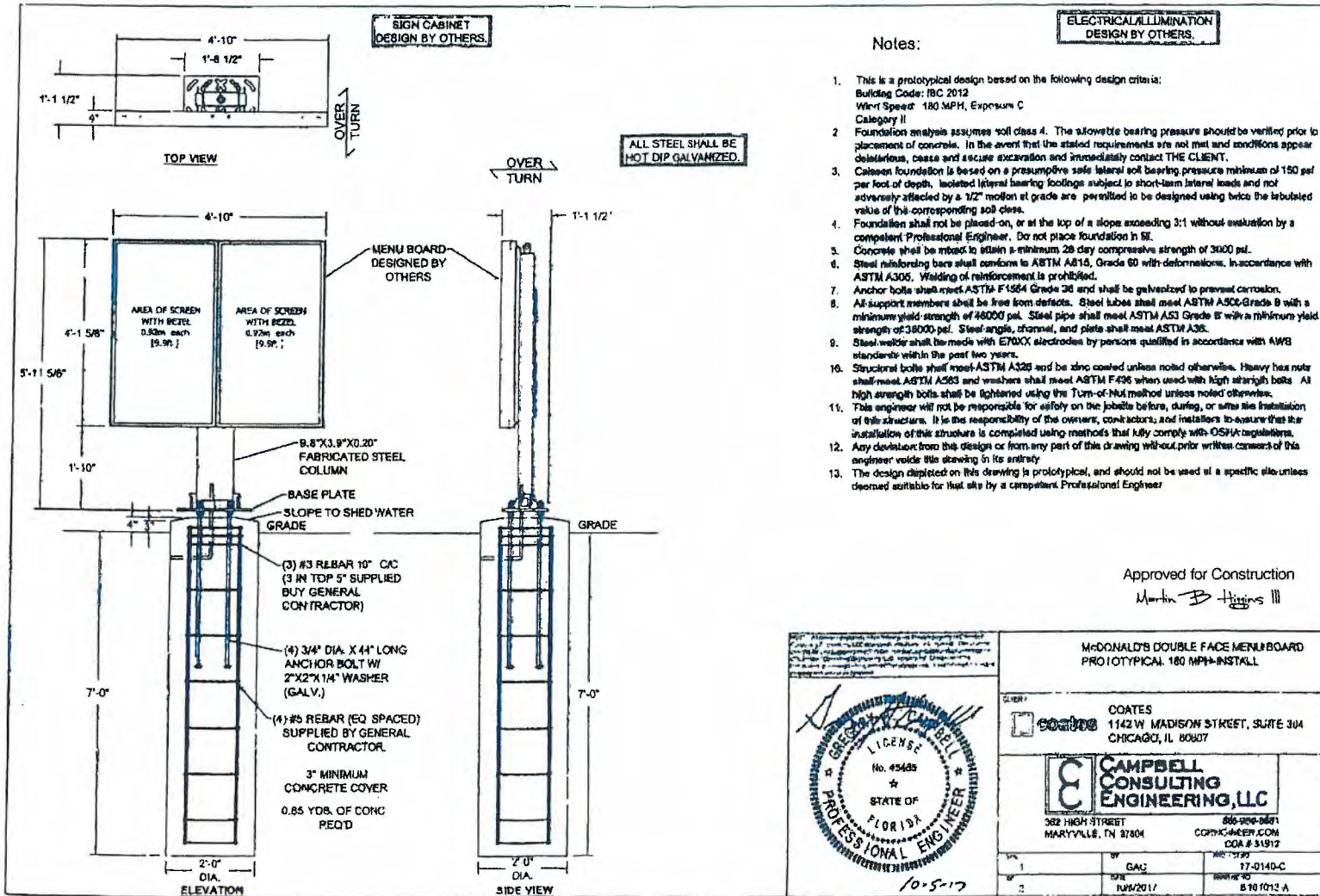
A - C.O.D. DETECTOR LOOP

B - DET WINDOW DETECTOR LOOP

1 DET LOW VOLTAGE CONDUIT DIAGRAM
SCALE: NOT TO SCALE

2 DRIVE THRU POWER DIAGRAM
SCALE: NOT TO SCALE

McDonald's USA, LLC
SMALL BUILDING FOOT PRINT
Modified 4/15/07
WOOD / BRICK
ODMB
DRIVE-THRU DETAILS



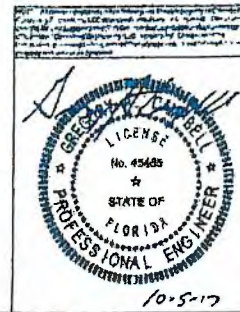
SIGN CABINET
DESIGN BY OTHERS.

ELECTRICAL/ILLUMINATION
DESIGN BY OTHERS.

Notes:

- This is a prototypical design based on the following design criteria:
Building Code: IRC 2012
Wind Speed: 180 MPH, Exposure C
Category II
- Foundation analysis assumes soil class 4. The allowable bearing pressure should be verified prior to placement of concrete. In the event that the stated requirements are not met and conditions appear deleterious, cease and secure excavation and immediately contact THE CLIENT.
- Caution foundation is based on a presumptive safe lateral soil bearing pressure minimum of 150 psf per foot of depth, isolated lateral bearing footings subject to short-term lateral loads and not adversely affected by a 1/2" motion at grade are permitted to be designed using twice the tabulated value of the corresponding soil class.
- Foundations shall not be placed on, or at the top of a slope exceeding 3:1 without evaluation by a competent Professional Engineer. Do not place foundation in SE.
- Concrete shall be mixed to attain a minimum 28 day compressive strength of 3000 psi.
- Steel reinforcing bars shall conform to ASTM A615, Grade 60 with deformations. In accordance with ASTM A305, Welding of reinforcement is prohibited.
- Anchor bolts shall meet ASTM F1554 Grade 36 and shall be galvanized to prevent corrosion.
- All support members shall be free from defects. Steel tubes shall meet ASTM A500 Grade B with a minimum yield strength of 46000 psi. Steel pipe shall meet ASTM A51 Grade B with a minimum yield strength of 38000 psi. Steel angle, channel, and plate shall meet ASTM A36.
- Steel welder shall be made with E70XX electrodes by persons qualified in accordance with AWS standards within the past two years.
- Structural bolts shall meet ASTM A325 and be zinc coated unless noted otherwise. Heavy hex nuts shall meet ASTM A563 and washers shall meet ASTM F436 when used with high strength bolts. All high strength bolts shall be tightened using the Turn-of-Nut method unless noted otherwise.
- This engineer will not be responsible for safety on the jobsite before, during, or after the installation of this structure. It is the responsibility of the owners, contractors, and installers to ensure that the installation of this structure is completed using methods that fully comply with OSHA regulations.
- Any deviation from this design or from any part of this drawing without prior written consent of this engineer voids this drawing in its entirety.
- The design depicted on this drawing is prototypical, and should not be used at a specific site unless deemed suitable for that site by a competent Professional Engineer.

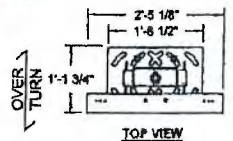
Approved for Construction
Martin B Higgins III



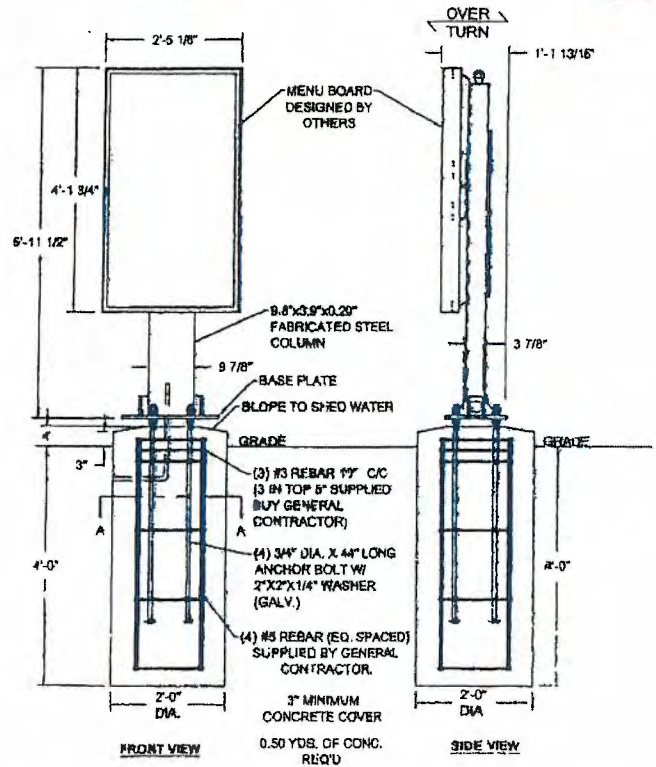
MCDONALD'S DOUBLE FACE MENU BOARD PROTOTYPICAL, 180 MPH INSTALL		
CLIENT:	COATES 1142 W MADISON STREET, SUITE 304 CHICAGO, IL 60607	
382 HIGH STREET MARYVILLE, TN 37804 865-269-0681 CORP@CAMPBELL.COM 604 # 51912		
NO. 1	BY GAC	DATE 11-17-17
NO. 2	DATE 11/1/2017	PROJECT NO 17-0140-C B 10 1012 A

SIGN CABINET
DESIGN BY OTHERS.

ELECTRICAL/ILLUMINATION
DESIGN BY OTHERS.



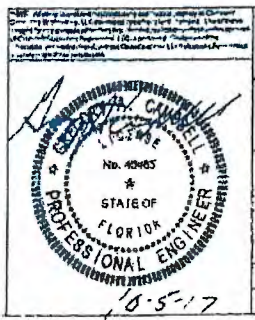
ALL STEEL SHALL BE
HOT DIP GALVANIZED.



Notes:

1. This is a prototypical design based on the following design criteria.
Building Code: IBC 2012
Wind Speed: 180 MPH, Exposure C
Category II
2. Foundation analysis assumes soil class 4. The allowable bearing pressure should be verified prior to placement of concrete. In the event that the stated requirements are not met and conditions appear deleterious, cease and secure excavation and immediately contact THE CLIENT.
3. Caisson foundation is based on a presumptive safe lateral soil bearing pressure minimum of 150 psf per foot of depth. Isolated lateral bearing footings subject to short-term lateral loads and not adversely affected by a 1/2" motion at grade are permitted to be designed using twice the tabulated value of the corresponding soil class.
4. Foundation shall not be placed on, or at the top of a slope exceeding 3:1 without elevation by a competent Professional Engineer. Do not place foundation in fill.
5. Concrete shall be mixed to attain a minimum 28-day compressive strength of 3000 psi.
6. Steel reinforcing bars shall conform to ASTM A615, Grade 80 with deformations, in accordance with ASTM A305. Welding of reinforcement is prohibited.
7. Anchor bolts shall meet ASTM F1554 Grade 36 and shall be galvanized to prevent corrosion.
8. All support members shall be free from defects. Steel tubes shall meet ASTM A500 Grade B with a minimum yield strength of 48000 psi. Steel pipe shall meet ASTM A53 Grade B with a minimum yield strength of 35000 psi. Steel angle, channel, and plate shall meet ASTM A36.
9. Steel welds shall be made with E70XX electrodes by persons qualified in accordance with AWS standards within the past two years.
10. Structural bolts shall meet ASTM A325 and be zinc coated unless noted otherwise. Heavy hex nuts shall meet ASTM A499 and washers shall meet ASTM F436 when used with high strength bolts. All high strength bolts shall be tightened using the Turn-of-Nut method unless noted otherwise.
11. This engineer will not be responsible for safety on the jobsite before, during, or after the installation of this structure. It is the responsibility of the owners, contractors, and installers to ensure that the installation of this structure is completed using methods that fully comply with OSHA regulations.
12. Any deviation from this design or from any part of this drawing without prior written consent of this engineer voids this drawing in its entirety.
13. The design depicted on this drawing is prototypical, and should not be used at a specific site unless deemed suitable for that site by a competent Professional Engineer.

Approved for Construction
Martin D Higgins III



MCDONALD'S SINGLE FACE MENU BOARD PROTOTYPICAL 180 MPH-INSTALL		
COATES 1142 W. MADISON STREET, SUITE 304 CHICAGO, IL 60607		
302 HIGH STREET MARTYVILLE, TN 37004		
866-206-9881 CCEN@ENGINEER.COM CORP # 21912		
1	DWG	17-0140-C
2	DATE	10/5/2017
		BY: DWA

10-5-17

September 27, 2017
 PROJECT # 17-0176
 DRAWING # 1710114
 WIND SPEED 180 MPH
 WIND LOAD 51.89 PSF
 BUILDING CODE MC 2017

OWNER: MCDONALD'S - 1 FACE MENU BOARD
 PROTOTYPICAL
 180 MPH
 CLIENT: COATES
 1142 W MADISON STREET, SUITE 304
 CHICAGO, IL 60607

Description	Ht (ft)	Wd (ft)	Slope	CF	Centered	Area	Wind Force (ft)	Moment (ft-ft)
DOWN	1.138	2.396	1.000	1.000	1.007	1.913	1.534	1.063
COLUMN	1.833	1.498	1.000	1.112	0.917	0.901	0.573	2.158
OVERALL HEIGHT	3.967							

COLUMN CALCULATIONS

$P = \text{FLUR}, P + \text{WIND} - \text{WIDE-FACE} = 0 - \text{OTHER}$

Description	Column Depth (ft)	Column Width (ft)	Wd (ft)	Len (ft)	Sec (ft)	Dia (ft)	DESGN MOMENT (ft-ft)	FLOORAL STRENGTH (ft-ft)	UNITY
DOWN	3.967	1.833	0.208	14.482	7.427	7.748	1.003	11.684	0.081
COLUMN	3.980	1.840	0.200	14.482	7.427	7.748	1.006	11.681	0.177

BOLT CALCULATIONS

Description	MOUMENT (ft-ft)	BOLT SPACING (ft)	BOLT QTY	BOLT DIAMETER (in)	BOLT AREA (sq in)	BOLT TENSION (ft)	BOLT PRELOAD CAPACITY (ft)	BOLT STRENGTH (ft)	COMBINED UNITY
BASE PLATE	2.258	8.000	4	0.750	0.463	1.544	0.363	8.438	0.181

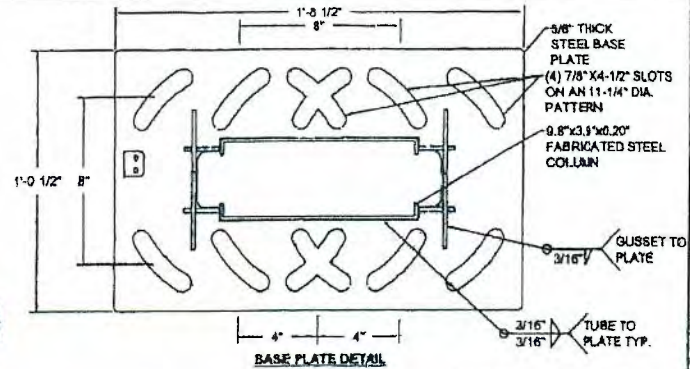
PLATE CALCULATIONS

Description	TENSION PER BOLT (ft)	MOMENT ARM (ft)	PLATE MOMENT (ft-ft)	PLATE WIDTH (in)	PLATE DEPTH (in)	PLATE THICK (in)	PLATE DIAG (in)
BASE PLATE	1.544	2.088	3.197	1.750	17.800	0.620	0.982

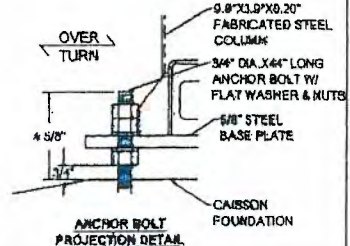
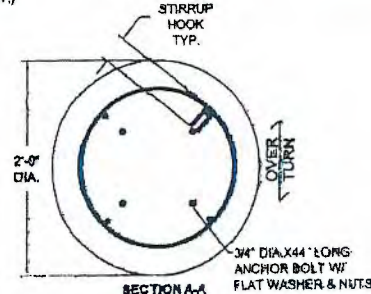
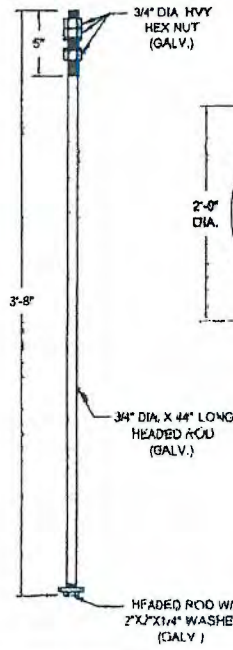
CAISSON FOUNDATION CALCULATIONS

CAISSON FOUNDATION

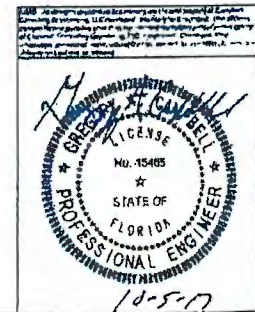
MOMENT AT BASE	2.058	ft-ft
SHAFT MOMENT	0.211	ft-ft
RESISTENCY (AC 308.2.2 & TABLE 10.2)		
ASSUME SOIL CLASS IN 5th, 3rd, 2nd, 1st, 0th & GC		
LATERAL RESISTING PRESSURE (PSF) @ 0'-DEPTH	14.000	lb-ft
S1	101.000	
DEPTH	4.000	ft
DIAMETER	2.669	ft
R	3.894	ft
A	1.570	
CALCULATED DEPTH	15.73	ft
CONCRETE REQUIRED	8.464	cu-yd



ALL STEEL SHALL BE NOT DIP GALVANIZED.



Approved for Construction
 Martin Higgins III



MCDONALD'S SINGLE FACE MENU BOARD PROTOTYPICAL 180 MPH-INSTALL

Client: COATES
 1142 W. MADISON STREET, SUITE 304
 CHICAGO, IL 60607

CAMPBELL CONSULTING ENGINEERING, LLC
 382 HIGH STREET
 MARYVILLE TN 37804
 865-499-4881
 CCEN@CAMPBELL.COM
 COA # J1912

REV	DATE	BY	DESCRIPTION
1			
2	GAC		17-0140-C
2	10/5/2017		8/1014-A

PETITION FOR JOINT OR IDENTICAL POLE LOCATIONS

November 19, 2019

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2019 DEC -5 A 11: 55

To the City Council
of the City of Marlborough, Massachusetts

MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.

request permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary to be owned and used in common by your petitioners, in the following public way or ways:

Bigelow St

National Grid to install new pole and anchor #30-84. This will be needed to remove a pole to tree guy.

Wherefore they pray that after due notice and hearing as provided by law, it be granted joint or identical locations for and permission to erect and maintain poles and wires, together with such sustaining and protecting fixtures as they may find necessary, said poles to be erected substantially in accordance with the plan filed herewith marked: **MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.**

Plan No. **29194546** Dated: **11/15/2019**

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

Your petitioners agree to reserve space for one cross arm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used by it exclusively for municipal purposes.

MASSACHUSETTS ELECTRIC COMPANY

By: Robert Leonida
Manager of Distribution Design

VERIZON NEW ENGLAND, INC.

By: [Signature]
Manager, R.O.W.

ORDER FOR JOINT OR IDENTICAL POLE LOCATIONS

November 19, 2019

By the City Council
of the City of Marlborough, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED:
that MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC. be and they are hereby granted joint or identical locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Companies may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Companies dated the
19th day of November, 2019

All construction under this order shall be in accordance with the following conditions:-

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked--

Plan No. **291945461** Dated: **11/15/2019** filed with this order.

There may attached to said **MASSACHUSETTS ELECTRIC COMPANY** not to exceed twenty wires and by said **VERIZON NEW ENGLAND, INC.** not to exceed forty wires and four aerial cables, and all of said wires and cables shall be placed at a height of not less than eighteen feet from the ground.

The following are the public ways or parts of ways along which the poles above referred to may be erected, and the number of poles which may be erected thereon under this order:--

Bigelow St
National Grid to install new pole and anchor #30-84. This will be needed to remove a pole to tree guy.

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioners may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Marlborough, Massachusetts held on the _____ day of _____ 2019

Clerk of Council

Received and entered in the records of location orders of the City of Marlborough, Massachusetts

Book: _____ Page: _____

City Clerk

We hereby certify that on _____ 2019 at _____ o'clock, _____ M.
at _____ a public hearing was held on the petition of the
MASSACHUSETTS ELECTRIC COMPANY and VERIZON NEW ENGLAND, INC.

for permission to erect the poles, wires, cables, fixtures and connections described in the order herewith recorded, and that we mailed at least seven days before said hearing a written notice of the time and place of said hearing to each the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Companies are permitted to erect poles, wires, cables, fixtures and connections under said order. And that thereupon said order was duly adopted.

Council of the City of

Marlborough, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a joint location order and certificate of hearing with notice adopted by the City Council of the City of Marlborough, Massachusetts, on the _____ day of _____ 2019 recorded with the records of location orders of said City, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
City Clerk

MARLBOROUGH ASSESSORS

*Anthony C. Cinnante
Allen K. Silverstein
Janet May De*

**Abutters 221 Bigelow St direct & across
MARLBOROUGH, MA**

Map	Block	Lot	Unit	Owner's Name	Co_Owner's Name	Address	City	ST Zip	Parcel Location
53	22			WHEELER KENNETH	SANDRA C WHEELER	210 BIGELOW ST	MARLBOROUGH	MA 01752	214 BIGELOW ST
53	23			MCDONALD ROSEMARY LJ BST		236 BIGELOW ST	MARLBOROUGH	MA 01752	236 BIGELOW ST
53	85			TUCKER EDWARD V JR	ANNA M TUCKER	221 BIGELOW ST	MARLBOROUGH	MA 01752	221 BIGELOW ST
53	87			FINN STEPHEN C	KATHLEEN FINN	207 BIGELOW ST	MARLBOROUGH	MA 01752	207 BIGELOW ST
53	116			MAY CRAIG S		235 BIGELOW ST	MARLBOROUGH	MA 01752	235 BIGELOW ST
53	22B			WHEELER KENNETH N	SANDRA C WHEELER	210 BIGELOW ST	MARLBOROUGH	MA 01752	210 BIGELOW ST

National Grid to install new pole and anchor #30-84. This will be needed to remove a pole to tree guy.

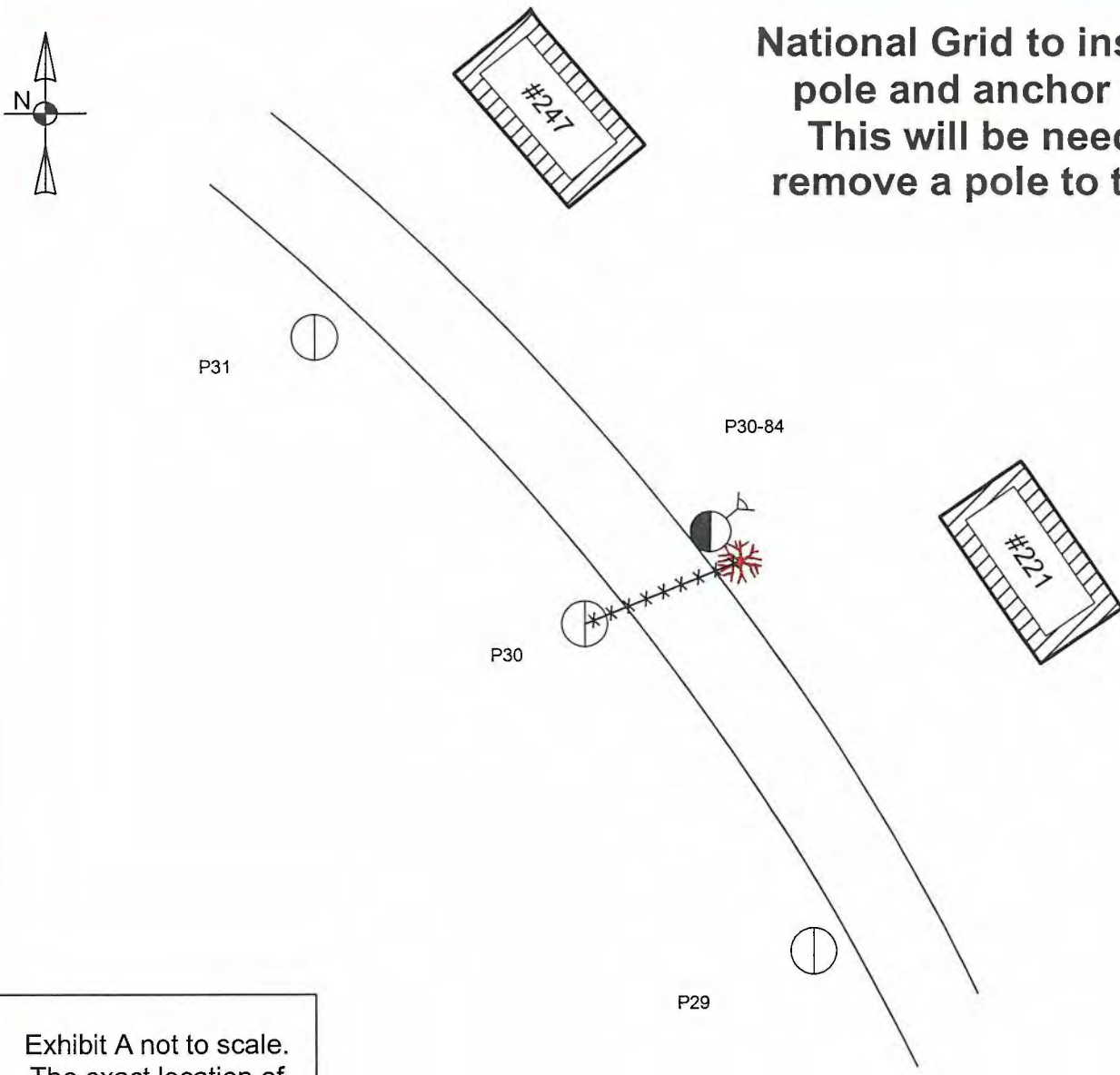



Exhibit A not to scale. The exact location of said facilities to be established by and upon the installation and erection of the facilities thereof.

JOINT OWNED POLE PETITION	 And Verizon New England, Inc.
● Proposed NGRID Pole Locations	Date: 11/15/19
○ Existing NGRID Pole Locations	Plan Number: 29194546t
● Proposed J.O. Pole Locations	To Accompany Petition Dated:
⓪ Existing J.O. Pole Locations	To The: City Of Marlborough
⊕ Existing Telephone Co. Pole Locations	For Proposed: JO Pole: 30-84 Location: Bigelow St
⊙ Existing NGRID Pole Location To Be Made J.O.	Date Of Original Grant:
⊗ Existing Pole Locations To Be Removed	
DISTANCES ARE APPROXIMATE	



THE COMMONWEALTH OF MASSACHUSETTS
 STATE RECLAMATION & MOSQUITO CONTROL BOARD
**CENTRAL MASSACHUSETTS
 MOSQUITO CONTROL PROJECT**

111 Otis Street, Northborough, MA 01532 -2414
 Telephone (508) 393-3055 • Fax (508) 393-8492
 www.cmmcp.org

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 2019 DEC -2 P 1:10



COMMISSION CHAIRMAN
 RICHARD DAY

EXECUTIVE DIRECTOR
 TIMOTHY D. DESCHAMPS

TO: MA Secretary of State, MA Administration & Finance, State Reclamation & Mosquito Control Board, CMMCP member Town Clerks & Boards of Health

FROM: Central Massachusetts Mosquito Control Project
 Timothy D. Deschamps, Executive Director



RE: 2020 Commission meeting dates

Date: November 25, 2019

This notice is provided in accordance with the Massachusetts Open Meeting Law M.G.L. c.30A. Please be advised the Central Mass. Mosquito Control Project's Board of Commission will meet at 111 Otis St. in Northborough, MA at 11:00am on the following dates.

- | | |
|---------------|---------------|
| ★ January 8 | ★ July 8 |
| ★ February 12 | ★ August 12 |
| ★ March 11 | ★ September 9 |
| ★ April 8 | ★ October 14 |
| ★ May 13 | ★ November 18 |
| ★ June 10 | ★ December 16 |

Any changes to this schedule will be made following the rules outlined in M.G.L. c. 30A or other applicable laws.

Pursuant to 940CMR 29.03(1)(c), meeting notices for the CMMCP Board of Commission will be placed on the CMMCP website at this location: <http://www.cmmcp.org/cmmcp-board-commission> at least 48 hours in advance excluding Saturdays, Sundays and legal holidays. This notice will include the same content as required by 940 CMR 29.03(1)(b).

cc: CMMCP Board of Commission



The Commonwealth of Massachusetts

RECEIVED
PUBLIC UTILITIES OFFICE
CITY OF MARLBOROUGH

2019 DEC -9 P 12:55

DEPARTMENT OF PUBLIC UTILITIES

NOTICE OF FILING, PUBLIC HEARINGS AND PROCEDURAL CONFERENCE

D.P.U. 19-120

November 26, 2019

Petition of NSTAR Gas Company doing business as Eversource Energy, pursuant to G.L. c. 164, § 94 and 220 CMR 5.00, for Approval of General Increases in Base Distribution Rates for Gas Service.

On November 8, 2019, NSTAR Gas Company doing business as Eversource Energy (“NSTAR Gas” or “Company”) filed a petition with the Department of Public Utilities (“Department”) for a general increase in gas base distribution rates. The Department has docketed this matter as D.P.U. 19-120, and it has suspended the effective date of the proposed rate increase until October 1, 2020, to investigate the propriety of the Company’s request.

NSTAR Gas seeks approval for an increase in base distribution rate revenues of \$38.03 million, which represents an increase of 19.0 percent in total base distribution rate revenues if approved without change. NSTAR Gas has requested to delay implementation of changes in rates to November 1, 2020, based on rate increases effective October 1, 2020. The Company was last granted an increase in base distribution rates in 2016. NSTAR Gas Company, D.P.U. 14-150 (2015).

The Company proposes to transfer costs that are currently recovered from customers through the gas system enhancement plan (“GSEP”) to distribution rates for rates effective November 1, 2020. Because there is a delay in recovery through the GSEP, however, the Company proposes to not fully recover the remaining balance in the GSEP until May 1, 2021.

Additionally, the Company proposes to implement a performance-based ratemaking (“PBR”) mechanism that would allow NSTAR Gas to adjust its distribution rates on an annual basis through the application of a revenue-cap formula and to put in place a set of metrics to evaluate the Company’s performance. The PBR plan includes two demonstration projects: (1) a gas demand response project and (2) a geothermal network project. The Company proposes to implement the PBR plan for five years with the possibility for extension. Additional information regarding these and all other proposals can be found in the Company’s filing.

The Company states that if its petition is approved as requested, the proposed revenue increase will have the following effects from November 1, 2020, through April 30, 2021:

- a typical residential heating customer using an average 126 therms per month will experience an average bill increase of \$22.56 per month, or 12.6 percent;
- a typical residential low income heating customer using an average 123 therms per month will experience an average bill increase of \$16.48 per month, or 12.6 percent;
- a typical residential non-heating customer using an average of 14 therms per month will experience an average bill increase of \$3.53 per month, or 12.4 percent.

The Company states that the estimated recovery of the remaining balance in the GSEP on May 1, 2021, would reduce the bill increases customers experience after the Company's proposed rates go into effect on November 1, 2020, depending upon their rate classification and usage. In addition, bill impacts for commercial and industrial customers will vary depending upon their rate classification and level of usage. For specific impacts, please contact the Company as indicated below.

The Attorney General of the Commonwealth of Massachusetts ("Attorney General") has filed a notice to intervene in this matter pursuant to G.L. c. 12, § 11E. Further, pursuant to G.L. c. 12, § 11E(b), the Attorney General has filed a notice of retention of experts and consultants to assist in her investigation of the Company's filing, and has requested Department approval to spend up to \$550,000 in this regard. Pursuant to G.L. c. 12, § 11E(b), the costs incurred by the Attorney General relative to her retention of experts and consultants may be recovered in the Company's rates.

The Department has scheduled the following public hearings to receive comment on NSTAR Gas's filing:

February 24, 2020
Department of Public Utilities
One South Station, 5th Floor
Boston, Massachusetts 02110
Time: 7:00 p.m.

February 25, 2020
Worcester North High School
140 Harrington Way
Worcester, Massachusetts 01604
Time: 7:00 p.m.

February 27, 2020
Keith Middle School
225 Hathaway Boulevard
New Bedford, Massachusetts 02740
Time: 7:00 p.m.

March 3, 2020
Dedham Middle School
70 Whiting Avenue
Dedham, Massachusetts 02026
Time: 7:00 p.m.

March 5, 2020
Plymouth North High School
41 Obery Street
Plymouth, Massachusetts 02360
Time: 7:00 p.m.

A procedural conference in this matter will be held at the Department's office on Tuesday, January 7, 2020 at 2:00 p.m.

Persons interested in commenting on NSTAR Gas's filing may appear at any of the public hearings or may file written comments by the close of business (5:00 p.m.) on March 6, 2020.

Any person who desires to participate in the evidentiary phase of this proceeding must file a written petition for leave to intervene or to participate in the proceeding no later than the close of business (5:00 p.m.) on Friday, December 27, 2019. A petition filed late may be disallowed as untimely, unless good cause is shown for waiver under 220 CMR 1.01(4). To be allowed, a petition under 220 CMR 1.03(1) must satisfy the standing requirements of G.L. c. 30A, § 10.

Any person who seeks to intervene in this matter and also desires to comment on the Attorney General's notice of retention of experts and consultants must file the comments no later than the close of business (5:00 p.m.) on Friday, December 27, 2019.

Written comments, petitions for leave to intervene or to participate, and comments on the Attorney General's notice of retention of experts and consultants should be addressed to: Mark D. Marini, Secretary, Department of Public Utilities, One South Station, Boston, MA 02110. Receipt by the Department, not mailing, constitutes filing.

Further, in addition to paper filings with the Department, all documents also should be submitted to the Department in electronic format using one of the following methods: (1) by e-mail attachment to dpu.efiling@mass.gov and the Hearing Officer, kevin.crane@mass.gov; or (2) on CD-ROM. The text of the e-mail or CD-ROM must specify: (1) the docket number of the

proceeding (D.P.U. 19-120); (2) the name of the person or company submitting the filing; and (3) a brief descriptive title of the document. The electronic filing should also include the name, title, and telephone number of a person to contact in the event of questions about the filing. All documents submitted in electronic format will be posted on the Department's website: website at <http://web1.env.state.ma.us/DPU/FileRoom/dockets/bynumber> (enter "19-120").

A copy of the Company's filing is available for inspection during regular business hours at the following locations: (1) the Company's offices, 247 Station Drive, Westwood, Massachusetts 02090; (2) the Cambridge Public Library, 449 Broadway, Cambridge, Massachusetts 02138; (3) the Dedham Public Library, 43 Church Street, Dedham, Massachusetts 02026; (4) the New Bedford Free Public Library, 613 Pleasant Street, New Bedford, Massachusetts 02740; (5) the Plymouth Public Library, 132 South Street, Plymouth, Massachusetts 02360; (6) the Worcester Public Library, 3 Salem Street, Worcester, Massachusetts 01608; and (7) the Department's offices, One South Station, 5th Floor, Boston, Massachusetts 02110.

NSTAR Gas's filing also is available on the Department's website. To request materials in accessible formats (braille, large print, electronic files, audio format), contact the Department's ADA coordinator at DPUADACoordinator@mass.gov or (617) 305-3642. Any person desiring further information regarding the Company's petition should contact the Company's counsel, Danielle C. Winter, Esq. or Matthew C. Campbell, Esq. at Keegan Werlin, 99 High Street, Suite 2900, Boston, MA, 02110, telephone (617) 951-1400.

The Attorney General's notice of retention of experts and consultants is available on the Department's website. A copy of the Attorney General's notice of retention of experts and consultants is also available for inspection during regular business hours at the Attorney General's offices, One Ashburton Place, Boston, MA, 02110, and at the Department's offices, One South Station, 5th Floor, Boston, MA, 02110. Any person desiring further information regarding the Attorney General's notice of retention of experts and consultants should contact Joseph W. Rogers, Assistant Attorney General, at (617) 727-2200.

Reasonable accommodations at public or evidentiary hearings for people with disabilities are available upon request by contacting the Department's ADA coordinator at DPUADACoordinator@mass.gov or (617) 305-3642. Please include a description of the accommodation you will need, including as much detail as you can. Also include a way the Department can contact you if we need more information. Provide as much advance notice as possible. Last-minute requests will be accepted but may not be accommodated. Any person desiring further information regarding this notice should contact Kevin Crane, Hearing Officer, Department of Public Utilities, at (617) 305-3500.

KEEGAN WERLIN LLP

ATTORNEYS AT LAW
99 HIGH STREET, SUITE 2900
BOSTON, MASSACHUSETTS 02110

(617) 951-1400

TELECOPIER:
(617) 951-1354

December 5, 2019

Office of the City Clerk
City of Marlborough
140 Main Street
Marlborough, MA 01752

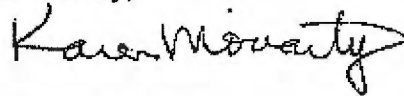
Re: NSTAR Gas Company d/b/a Eversource Energy, D.P.U. 19-120

Dear City Clerk:

On behalf of NSTAR Gas Company d/b/a Eversource Energy, enclosed is a copy of the Notice of Filing, Public Hearings and Procedural Conference regarding the above-referenced proceeding before the Massachusetts Department of Public Utilities. Please post this notice for public review in your city/town hall through March 5, 2020.

Please feel free to contact me with any questions.

Sincerely,



Karen Moriarty
Paralegal

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Vegetation Strategy
939 Southbridge Street Worcester, MA 01610
508-860-6282 mariclaire.rigby@nationalgrid.com

2019 DEC 12 A 11: 04

December 9, 2019

City Council
140 Main Street
Marlborough, MA 1752

Dear City Council:

In compliance with 333 CMR 11.06, 45 Day Yearly Operational Plan Public Notice, Review and Comment, please review National Grid's (New England Power Company and/or Massachusetts Electric Company) 2020 Yearly Operational Plan (YOP) at the following website (hard copy available upon request):

https://www9.nationalgridus.com/non_html/National%20Grid_2020%20YOP.pdf

Please review the enclosed YOP map(s) that locate the right-of-way corridors and the plotted location of known sensitive areas including public and private drinking water supplies. If there are any additional sensitive areas located on or near the rights-of-way, please advise us as soon as possible so we may establish permanent records and implement appropriate field protective actions. **We particularly rely on this process to collect corrections to the public wells and to record the location of private wells.**

A copy of the Environmental Monitor Notice is enclosed and published under the Massachusetts Environmental Policy Act (MEPA): <http://web1.env.state.ma.us/EEA/emepa/emonitor.aspx>

National Grid's YOP details specific information pertaining to the intended 2020 program. Please note that the YOP also lists the rights-of-way from the 2019 treatment program in case National Grid needs to request a "touch-up" retreatment of scattered locations from our contractor(s). If upon review of the previous year's treatments, National Grid finds a site(s) within your municipality that need follow-up treatments, this letter serves as notification of that follow-up treatment. The individual landowner(s) will be also be notified about this work. *Please note that scheduled rights-of-way are subject to change based on workplan constraints.*

This notification also serves as a 21 day herbicide application notification. As detailed in National Grid's Five Year Vegetation Management Plan (VMP) and Yearly Operational Plan (YOP), this treatment is conducted as a component of an integrated vegetation management (IVM) program that also utilizes mechanical and natural control techniques. National Grid's current Five Year Vegetation Management Plan (2019-2023) is posted at the following website (hard copy available upon request):

https://www9.nationalgridus.com/non_html/National%20Grid%20VMP%202019-2023.pdf

As described in the VMP and YOP, the program will consist of a late winter-spring mechanical control, cut surface (CST), basal treatment, or dormant stem; a summer selective foliage or cut stubble, and, as necessary, fall CST, basal, or dormant stem treatments.

In compliance with 333 CMR 11.06-11.07, no herbicide applications will occur before the conclusion of the 45 day YOP review period, the 21 day treatment notice and the 48 hour newspaper notice. At the end of these review periods, which can run concurrently, no application shall commence more than ten days before nor conclude more than ten days after the treatment periods listed above.

Potential Treatment Periods*

January 27, 2020 – May 29, 2020	May 29, 2020 - Oct 16, 2020	Oct 16, 2020 – Dec 31, 2020
CST	Foliar	CST
Basal	CST	Basal
Dormant stem	Basal	Dormant Stem
	Cut stubble	

* The exact treatment dates are dependent upon weather conditions and field crew progress.

Commonwealth of Massachusetts recommended herbicides for use in sensitive areas listed in Section 7 (pages 13-15) of the YOP will be selectively applied to target vegetation by experienced, Massachusetts' licensed/certified applicators that walk along the rights-of-way using backpack equipment. Copies of the manufacturers' herbicide labels and fact sheets are also included in the YOP, Appendices 8 and 9.

The work will be performed by one of the following companies:

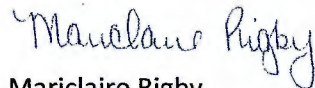
Lewis Tree Service, Inc.	Stanley Tree	Vegetation Control Service, Inc.	Lucas Tree Experts	Davey Tree Expert Co.
300 Lucius Gordon Drive	662 Great Road	2342 Main Street	12 Northbrook Drive	1500 N Mantua St
West Henrietta, NY 14586	North Smithfield, RI 02896	Athol, MA 01331	Falmouth, ME 04105	Kent, OH 44240
(585) 436-3208	(401) 765-4677	(978) 249-5348	(800) 339-8873	800-445-8733

This informational 21-day notification follows Chapter 132B, section 6B of the Massachusetts General Laws, 333 CMR 11.05-11.07 Rights of Way Management and Chapter 85, Section 10 of the Acts of 2000. National Grid's vegetation management program is subject to federal and state regulations only. By statute, local permits or rulings are not applicable.

For inquiries concerning safety of the herbicides, please contact:
 MDAR-Pesticide Division-ROW Coordinator
 251 Causeway Street, Suite 500
 Boston, MA 02114-2151
 Telephone: (617) 626-1782

Please contact me if you have any questions about the application and monitoring of the vegetation management program.

Sincerely,



Mariclaire Rigby
 Lead Vegetation Strategy Specialist

Enclosures: Environmental Monitor Notice and Municipal Map(s)

CC: Board of Health, Conservation Commission, Private and Public Water Suppliers
 Massachusetts Department of Agricultural Resources
 Lewis Tree; Lucas Tree Experts; Stanley Tree; Vegetation Control Services; Davey Tree Expert Co.

THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF ENERGY AND ENVIRONMENTAL AFFAIRS



Department of Agricultural Resources

251 Causeway Street, Suite 500, Boston, MA 02114
617-626-1700 fax: 617-626-1850 www.mass.gov/agr



CHARLES D. BAKER
Governor

KARYN E. POLITO
Lt. Governor

KATHLEEN A. THEOHARIDES
Secretary

JOHN LEBEAUX
Commissioner

NOTICE

Pursuant to the provisions of the Rights-of-Way Management Regulations, 333 CMR 11.00, to apply herbicides to control vegetation along rights-of-way, a five year Vegetation Management Plan (VMP) and a Yearly Operational Plan (YOP) must be approved by the Massachusetts Department of Agricultural Resources (MDAR). National Grid has submitted and holds a current VMP, therefore, notice of receipt of a YOP and procedures for public review is hereby given as required by Section 11.06 (3).

National Grid has submitted a YOP to MDAR for 2019 and National Grid's YOP identifies the following municipalities as locations where they intend to use herbicides to treat their electric Rights-of-Way in 2020:

2020 Municipalities			
Athol	Groveland	North Andover	Swansea
Attleboro	Hampden	Palmer	Taunton
Auburn	Hanson	Peabody	Templeton
Berkley	Haverhill	Raynham	Wakefield
Billerica	Lawrence	Rehoboth	Walpole
Bridgewater	Lee	Rowe	Ware
Brockton	Leicester	Royalston	Warwick
Chelmsford	Lenox	Salem	Webster
Dighton	Leominster	Saugus	West Bridgewater
East Bridgewater	Lynn	Seekonk	West Brookfield
East Longmeadow	Lynnfield	Sharon	Westford
Easton	Mansfield	Sheffield	Westminster
Fitchburg	Marlborough	Somerset	Whitman
Florida	Methuen	Southbridge	Wilbraham
Foxborough	Millbury	Spencer	Winchendon
Gardner	Monson	Sterling	
Georgetown	Newbury	Stockbridge	
Great Barrington	Newburyport	Sturbridge	

In 2020 National Grid will conduct a selective herbicide treatment program on their rights-of-way as part of an Integrated Vegetation Management (IVM) program on transmission and distribution lines.

The intended vegetation control program will be consistent with the guidelines set forth in National Grid's VMP and YOP. Herbicides will be selectively applied to target vegetation by licensed/certified applicators carrying backpack or hand held application equipment.

National Grid will only use herbicides recommended by MDAR for use in sensitive areas for their IVM program. Pursuant to 333 CMR 11.04, no herbicides will be sprayed within any designated "no spray sensitive sites." Instead, mechanical only methods will be used to control vegetation in these areas.

Public notification will be provided to each "affected" municipality at least twenty-one days prior to any herbicide application and in a newspaper notification at least 48 hours before the beginning of the spray season.

In accordance with 333 CMR 11.06 (2), National Grid's YOP includes the identification of target vegetation; methods of identifying, marking and protecting sensitive areas; application techniques; the herbicides, application rates, carriers and adjuvants proposed for use; alternative control measures, a list of the application companies and YOP supervisor; procedures for handling, mixing and loading herbicides; emergency resources including local, state and federal emergency telephone numbers; maps of the rights-of-way that include mapped sensitive areas, and herbicide fact sheets and labels.

PUBLIC REVIEW

MDAR seeks to verify the location of sensitive areas defined in Section 11.02 and reported in the YOP. MDAR itself has a limited ability to survey the geography, land use and water supplies in all the communities through which rights-of-way pass. Municipalities have most of this information readily available, and the particular knowledge with which to better certify the sensitive areas in their communities. MDAR, therefore, requests, and urges the assistance of the "affected" municipalities in reviewing the completeness and accuracy of the maps contained in the submitted YOP.

The YOP can be viewed on MDAR's website: <http://www.mass.gov/eea/agencies/agr/pesticides/vegetation-management-and-yearly-operation-plans.html> or National Grid's website: https://www9.nationalgridus.com/transmission/c3-8_standocs.asp

MDAR has established the following procedures for this review:

Copies of the YOP and this *Notice* will be sent by the applicant to the Conservation Commission, Board of Health (or designated health agent), the Head of Government (Mayor, City Manager, Chair of the Board of Selectman) and appropriate water suppliers of each municipality where herbicides are to be applied during the calendar year of 2020; and if applicable, to the Natural Heritage Endangered Species Program of the Massachusetts Department of Fisheries and Wildlife, the Massachusetts Water Resource Authority and the Massachusetts Department of Conservation and Recreation. Municipal agencies and officials will have forty-five days, following receipt of the YOP, to review its map for inaccuracies and omissions in the location of "sensitive areas not readily identifiable in the field."

Municipal agencies and officials are requested to forward the YOP to the appropriate official(s) in their municipality who are qualified to certify the accuracy of the sensitive areas indicated on the maps. The maps should then be "corrected" and returned to the applicant and a copy should be sent to MDAR, at the address listed below, within the forty-five day review period. If a city or town needs more time to carry out this review, it should send a written request for an extension to MDAR and cite why there is a "good cause" for requesting additional time.

The applicant is required to make corrections and the corrected maps will be sent back to the city/town that requested the disputed changes within fifteen days of receipt of the request. MDAR will decide whether or not the YOP should be approved without the requested changes. MDAR will consider the "final approval" of a YOP individually for each municipality.

The twenty-one day public review period of the Municipal Notification Letter may serve concurrently with the forty-five day YOP review period in order to provide public notifications as required by 333 CMR 11.06-7, if the applicant has an approved VMP and if all the requisite city-town offices that received copies of the YOP completed their review and all corrections were duly made by the applicant and approved by MDAR.

A failure by the city/town to respond to the applicant's submission of the YOP within the forty-five day period will automatically be considered by MDAR to indicate agreement by the municipal officials with the sensitive area demarcations provided by the applicant in their YOP.

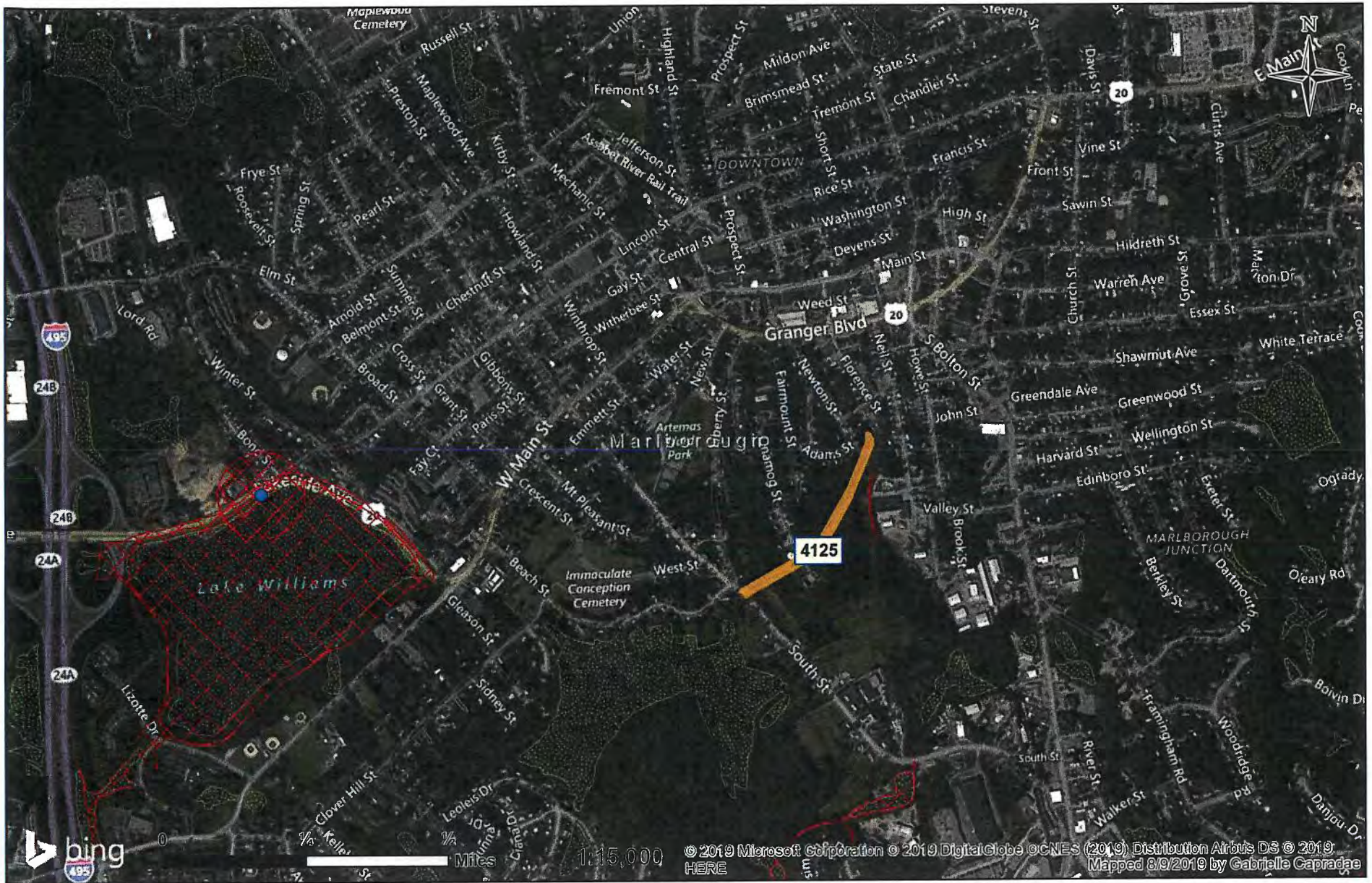
Any questions or comments on the information provided in this *Notice* and the procedures established for the municipal review outlined above should be addressed to:

Clayton Edwards, Rights-of-Way Programs
Massachusetts State Pesticide Bureau
251 Causeway Street, Suite 500
Boston, MA 02114-2151

Any questions or comments regarding the YOP should be addressed to:

Mariclaire Rigby
Lead Vegetation Strategy Specialist
National Grid Vegetation Management Strategy
939 Southbridge Street, Worcester, MA 01610

COMMENT PERIOD ENDS AT THE CLOSE OF BUSINESS (5pm) Friday, January 24, 2020



- Public Well
- Private Well
- Wetland
- ☐ Right-of-Way
- ⊗ No Herbicide Use
- ⊔ Town Border

IVM 2020

Marlborough, MA

Right-of-Way 4125

nationalgrid

© 2019 Microsoft Corporation © 2019 DigitalGlobe © CNES (2019) Distribution Airbus DS © 2019 HERE
 Mapped 8/9/2019 by Gabrielle Capradue

MIRICK O'CONNELL

A T T O R N E Y S A T L A W

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2019 DEC 12 A 10:38

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

December 12, 2019

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

Re: Vedi Naturals; Special Permit Application for an Adult Use Marijuana
Retail Establishment; 505 Boston Post Road West (Twin Boro Crossing)

Dear Councilor Clancy:

I represent Vedi Naturals LLC (manager Jigar Patel), the prospective tenant of space at Twin Boro Crossing, 505 Boston Post Road West (Route 20). On behalf of Vedi Naturals, I respectfully submit the enclosed application for a Special Permit for an Adult Use Marijuana Retail Establishment at 505 Boston Post Road West.

The proposed Adult Use Marijuana Retail Establishment would occupy 2,350 square feet of existing retail space at Twin Boro Crossing. Vedi Naturals does not propose changes to the site beyond internal tenant fit-out.

Thank you for your time and attention to this matter.

Sincerely,



Brian R. Falk

BRF/ljk

Encl.

cc: Client
Arthur Bergeron, Esq.

MIRICK, O'CONNELL, DEMALLIE & LOUGEE, LLP

WORCESTER | WESTBOROUGH | BOSTON

www.mirickoconnell.com

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

APPLICATION TO CITY COUNCIL FOR ISSUANCE OF SPECIAL PERMIT

1. Name and address of Petitioner or Applicant:

Vedi Naturals LLC, P.O. Box 303, Clinton, MA 01510

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

505 Boston Post Road West, Assessors Parcel 88-3

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

Sparte II Realty Trust, Dino Karalis, Trustee, 160 Edgell Road, Framingham, MA

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

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

Article V & VI Section 650-17, Paragraph / 650-18(46), 650-32 Sub-paragraph

6. Zoning District in which property in question is located:


Business (B)

7. Specific reason(s) for seeking Special Permit

The Applicant seeks to operate an Adult Use Marijuana Retail Establishment within existing retail space
at Twin Boro Crossing, 505 Boston Post Road West.

8. List of names and addresses of abutter. SEPARATE SHEET ATTACHED

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



Signature of Petitioner or Applicant
Brian R. Falk, Attorney for Applicant
Address: Mirick, O'Connell, DeMallie & Lougee, LLP
100 Front Street
Worcester, MA 01608

Telephone No. (508) 929-1678

Date: 12/6/19

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

Vedi Naturals LLC
(Name of Petitioner)

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

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

**Abutters for 505 Boston Post Rd West 400 ft
MARLBOROUGH, MA**

Map	Block	Lot	Unit	Owner~s Name	Co Owner~s Name	Address	City	ST Zip	Parcel Location
88	1			50 BOUNDARY LLC		PO BOX 28923	ST LOUIS	MO 63132	BOUNDARY ST
88	2			MONTEIRO JOHN B	MARIA ADELAIDE C MONTEIRO	85 WASHINGTON ST	HUDSON	MA 01749	48 BOUNDARY ST
88	4			CLARK ANDREW M	CLARK AMY F	493 MAIN ST	NORTHBORO	MA 01532	BOSTON POST RD WEST
88	6			VALARIOTI JOSEPH A		C/O DOMENIC VALARIOTI	MARLBOROUGH	MA 01752	ELM ST
88	7			OLESEN DANIEL M		33 BOUNDARY ST	MARLBOROUGH	MA 01752	33 BOUNDARY ST
88	8			VALARIOTI DOMENIC J TR		C/O JOSEPH VALARIOTI	MARLBOROUGH	MA 01752	25 BOUNDARY ST
88	9	475	1	DUBEAU MICHAEL R	DENISE B CHAMPAGNE	475 NORTHBORO RD WEST #1	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST #1
88	9	475	2	MURPHY BRIAN EDWARD		475 NORTHBORO RD WEST #2	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST #2
88	9	475	3	YU YI JUNG TR	M R REALTY TRUST	18 ALLEN CT	NORTHBOROUGH	MA 01532-1616	475 NORTHBORO RD WEST #3
88	9	475	4	BEYERSDORFER LEONARD E	N/O RODRIGÒ LEITE & ANNA BANKS	475 NORTHBORO RD WEST #4	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST #4
88	9	475	5	COLLINS KAITLYN	ANASTASIA COLLINS	475 NORTHBORO RD WEST #5	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST #5
88	9	475	6	MEGANATHAN VIJAY.		475 NORTHBORO RD WEST #6	MARLBOROUGH	MA 01752	475 NORTHBORO RD WEST #6
88	9	1102	1	FAGAN ANDREW		481 NORTHBORO RD WEST #1	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST #1
88	9	1102	2	THOMPSON ROBERT W	SHEILA THOMPSON	481 NORTHBORO RD WEST #2	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST #2
88	9	1102	3	PICKFORD ASHLEY E		481 NORTHBORO RD WEST #3	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST #3
88	9	1102	4	GODDARD ADAM P		481 NORTHBORO RD WEST #4	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST #4
88	9	1102	5	VIETH MICHAEL L	DONNA M VIETH	481 NORTHBORO RD WEST #5	MARLBOROUGH	MA 01752	481 NORTHBORO RD WEST #5
88	9	1102	6	GERAGHTY JAMES M		21 CENTURY MILL RD	BOLTON	MA 01740	481 NORTHBORO RD WEST #6
88	9	1104	1	MCKINNON DARLENE E		103 OLD CHARTER RD	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST #1
88	9	1104	2	ALVARENGA ALEXANDRE NUNES	ANA NUNES	479 NORTHBORO RD WEST #2	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST #2
88	9	1104	3	MADDEN ROY W	MARIANNE T MADDEN	479 NORTHBORO RD WEST #3	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST #3
88	9	1104	4	BERRIOS JORGE	ZOREBEL BERRIOS	479 NORTHBORO RD WEST #4	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST #4
88	9	1104	5	WERTHEIM GABRIELLE L	MILA SHUGOL	479 NORTHBORO RD WEST #5	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST #5
88	9	1104	6	PAUL RONALD R	URDUJA PAUL	479 NORTHBORO RD WEST #6	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST #6
88	9	1104	7	DIANA BRIAN	ENID VAZQUEZ	479 NORTHBORO RD WEST #7	MARLBOROUGH	MA 01752	479 NORTHBORO RD WEST #7
88	9	1124	1	ROSSI TIZIANA		477 NORTHBORO RD WEST #1	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #1
88	9	1124	2	RUDZINSKI CHESTER F	ELUNED T RUDZINSKI	477 NORTHBORO RD WEST #2	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #2
88	9	1124	3	CHINNA DEVENDRA NAIK SUGALI		477 NORTHBORO RD WEST #3	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #3
88	9	1124	4	ALLAN SUSAN P		477 NORTHBORO RD WEST #4	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #4
88	9	1124	5	JENSEN KRISTINE M		477 NORTHBORO RD WEST #5	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #5
88	9	1124	6	DURAND BARBARA A		477 NORTHBORO RD WEST #6	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #6
88	9	1124	7	ANTKOWIAK TED J	DANUTA ANTKOWIAK	273 WEST ST	NORTHBOROUGH	MA 01532	477 NORTHBORO RD WEST #7
88	9	1124	8	LYNCH WILLIAM C		477 NORTHBORO RD WEST #8	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #8
88	9	1124	9	TALLMAN CHANDRA		477 NORTHBORO RD WEST #9	MARLBOROUGH	MA 01752	477 NORTHBORO RD WEST #9
88	10			OFLC PROPERTIES LLC		515 NORTHBORO RD WEST	MARLBOROUGH	MA 01752	497 NORTHBORO RD WEST
88	1A			ADVOCATES INC		1881 WORCESTER RD	FRAMINGHAM	MA 01701	BOUNDARY ST
88	24			SEYMOUR LOIS A TR	496 BOSTON POST RD WEST REALTY TRUS	496 BOSTON POST RD WEST	MARLBOROUGH	MA 01752	506 BOSTON POST RD WEST
88	25			HESTER RICHARD M		P O BOX 53	MARLBOROUGH	MA 01752	520 BOSTON POST RD WEST
88	35			GUTIERREZ ARTURO J TR	JOHN A CATALDO TR	200 WHEELER RD	BURLINGTON	MA 01803	HAYES MEMORIAL DR
88	36			DBK REALTY LLC		90 BARTLETT ST	MARLBOROUGH	MA 01752	1000 NICKERSON RD
88	3A			KARALIS DINO TR	SPARTE II REALTY TRUST	160 EDGELL RD	FRAMINGHAM	MA 01701	493 BOSTON POST RD WEST

MARLBOROUGH ASSESSORS

*Anthony C. Amore Jr.
William J. Silverstein
June 11, 2010*

SPECIAL PERMIT-SUMMARY IMPACT STATEMENT

Applicant's Name: Vedi Naturals LLC Address: P.O. Box 303, Clinton, MA

Project Name: Vedi Naturals Address: 505 Boston Post Road West

1. PROPOSED USE: (describe) Adult Use Marijuana Retail Establishment

2. EXPANSION OR NEW: New use in existing space

3. SIZE: floor area sq. ft. 2,350 1st floor 2,350 all floors 2,350

buildings 1 # stories 1 lot area (s.f.) 87,555.6

4. LOT COVERAGE: preexisting %Landscaped area: preexisting %

5. POPULATION ON SITE: Number of people expected on site at anytime:

Normal: 10 Peak period: 25

6. TRAFFIC:

(A) Number of vehicles parked on site:

During regular hours: 10 Peak period: 20

(B) How many service vehicles will service the development and on what schedule?

2-3 deliveries per week

7. LIGHT: How will the development be lit at the exterior? How much light will leave the property and enter the abutting property? Preexisting

8. NOISE:

(A) Compare the noise levels of the proposed development to those that exist in the area now.

Same

(B) Described any major sources of noise generation in the proposed development and include their usual times of operation. Normal vehicle and customer noise during regular business hours.

9. AIR: What sources of potential air pollution will exist at the development? None

10. WATER AND SEWER: Describe any unusual generation of waste. None

11. HAZARDOUS MATERIAL: List any types of Hazardous Waste that will be on-site. How will this waste be stored? Where? How much will be in storage on a daily basis? How will it be disposed? None

***Attach additional sheets if necessary**



**CITY OF MARLBOROUGH
MARLBOROUGH, MASSACHUSETTS 01752**

City Hall
140 Main St.
Marlborough, Massachusetts 01752

Voice (508) 460-3775 Facsimile (508) 460-3723 TTD (508) 460-3610

President and Members City Council

Date: 12/10/19

**SPECIAL PERMIT APPLICATION
CERTIFICATION BY PLANNING DEPARTMENT**

Project Name: Vedi Naturals

Project Use Summary: Adult Use Marijuana Retailer

Project Street Address: 505 Boston Post Road West

Plate: 88 Parcel: 3


Applicant/Developer Name: Vedi Naturals LLC

Plan Date: December 2, 2019 Revision Date: _____

Dear President and Members:

In accordance with the City Council's Rules for Special Permit Applications, I hereby certify that the Site Plan filed with the City Clerk has been reviewed by the Building Department within the limits of work shown on the plan, and that said plan meets all prior referenced informational requirements of Section 7; that the plan conforms in all aspects to City Code and to these Rules and Regulations, and that any necessary zoning variances have been already granted by the Marlborough Zoning Board of Appeals, and any applicable appeal period concerning said variances have run.

Very truly yours,


Jeffrey K. Cooke
Acting Director of Planning

Application Fee to submit to
City Clerk's office
(\$500 x 50%)
\$250 _____



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


**Steven W. Kerrigan
City Clerk**

Dear Applicant,

To ensure that each department listed below receives a copy of your completed Special Permit application, please hand-deliver to each department as instructions indicate below.

PLACE A CHECK-MARK AFTER HAND-DELIVERING THE APPLICATION TO THE FOLLOWING DEPARTMENTS AND SIGN YOUR NAME & DATE IT ACCORDINGLY. MAKE SURE THIS PAGE IS SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH THE COMPLETED APPLICATION. THE CITY CLERK'S OFFICE WILL NOT ACCEPT THE APPLICATION WITHOUT THE SIGNATURE OF THE APPLICANT OR PETITIONER AS INDICATED BELOW.

1 SET	POLICE CHIEF	<input checked="" type="checkbox"/>
1 SET	FIRE CHIEF	<input checked="" type="checkbox"/>
1 SET	CITY ENGINEER	<input checked="" type="checkbox"/>
1 SET	DIRECTOR OF PLANNING	<input checked="" type="checkbox"/>
1 SET	CONSERVATION OFFICER (IF WETLANDS AFFECTED)	<input checked="" type="checkbox"/>
1 SET	BUILDING COMMISSIONER	<input checked="" type="checkbox"/>
12 SETS	OFFICE OF THE CITY COUNCIL	<input checked="" type="checkbox"/>
3 SETS	OFFICE OF THE CITY CLERK	<input checked="" type="checkbox"/> (MUST be Original & 2 Complete Sets)



Signature

12/12/19

Date

Thank you for your cooperation in this matter.

Sincerely,

*Steven W. Kerrigan
City Clerk*

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

**Steven W. Kerrigan
City Clerk**



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

Company Name

Sparte II Realty Trust

Owner Name/Officer Name of LLC or Corporation

Dino Karalis, Trustee

Owner/Officer Complete Address and Telephone Number

160 Edgell Road

Framingham, MA 01701

Signature of Applicant

A handwritten signature in black ink, appearing to read "Dino Karalis", written over a horizontal line.

Attorney on behalf of Applicant, if applicable

A handwritten signature in blue ink, appearing to read "Brian R. Falk", written over a horizontal line.

Brian R. Falk, Attorney for Applicant

The Special Permit Package will not be accepted unless this certification clause is signed by the applicant and the Tax Collector.

A handwritten signature in blue ink, appearing to read "Eileen Bristol", written over a horizontal line.

Tax Collector



City of Marlborough
BUILDING DEPARTMENT

140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3776 Facsimile (508) 460-3736
building_dept@marlborough-ma.gov

JEFFREY COOKE, C.B.O.
BUILDING COMMISSIONER

PATRICK DAHLGREN
ASSISTANT BUILDING
COMMISSIONER

WILLIAM PAYNTON
LOCAL BUILDING INSPECTOR

RICHARD DESIMONE
PLUMBING & GAS INSPECTOR

JOHN CAIN
WIRING INSPECTOR

ZONING DENIAL

December 10, 2019

To:

Owner

Vedi Naturals LLC.
P. O. Box 303
Clinton, MA 01510

Applicant

Brian Falk, Attorney
Mirick, O'Connell, DeMiallie & Lougee, LLP
100 Front Street
Worcester, MA 01608

Mr. Falk:

Your application to operate an Adult Use Marijuana Retail Establishment at 505 Boston Post Road West, Marlborough, MA Parcel ID #88-3, located in the Business zoning district (B) is denied as it does not comply with Chapter 650-17 of City Code of Marlborough. The "Table of Uses" states that your use requested, Adult Use Marijuana Retail Establishment requires a "Special Permit" (SP) issued by the Marlborough City Council.

I have determined that the proposed use "Adult Use Marijuana Retail Establishment" to be located within an existing retail space at known as Twin Boro Crossing, 505 Boston Post Road West meets the intent of 650-32 & 650-18(46) condition of use.

Your use requested requires a Zoning relief issued by the Marlborough City Council.

You have the right to continue to the Marlborough City Council (SPGA) for a Special Permit as stated in the City Code section 650-59 or you have the right to appeal this decision to the Zoning Board of Appeals as per section 650-58.

An appeal from this denial for a SP may be taken to the Marlborough City Council by filling a Notice of Appeal with the City Clerk within 30 days of the date of this denial letter. Further information should be obtained from the Marlborough City Council.

The code in its entirety may be found at www.ecode360.com/MA1056

In your appeal, you may request a Special Permit (SP).

Sincerely,

Jeffrey Cooke, C.B.O.
Building Commissioner
Zoning Enforcement Officer



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CITY OF MARLBOROUGH
2018 DEC -2 P 12:12

Marlborough Public Schools

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

Call to Order

October 15, 2019

1. Chairman Arthur Vigeant called the regular meeting of the Marlborough School Committee to order at 7:30 p.m. at the District Education Center, 17 Washington Street, Marlborough, MA. Members present included Michelle Bodin-Hettinger, Denise Ryan, Heidi Matthews, Darren McLaughlin and Earl Geary. Also present were Superintendent Michael Bergeron, Assistant Superintendent of Teaching and Learning, Mary Murphy, Director of Finance and Operations, Douglas Dias, Student Representative Dorothy Davis and Administrative Support Julia Marshall.

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

2. **Pledge of Allegiance:** Chairman Vigeant led the Pledge of Allegiance.
3. **Presentation:** None
4. **Committee Discussion/Directives:** None
5. **Communications:** None
6. **Superintendents Report:**
Superintendent Bergeron updated the committee on staff reorganization, leadership team focus and the updated FY20 Goals. He began his report by stating the deadline for the staff reorganization is October 16, 2019. Staff members were asked to select their choice of position and choice of school and then were instructed to rank which was more important or if the choices were equally important. Superintendent Bergeron assigned the leadership team a book to read about transformational leadership and used it as a prompt for team members to discuss their management/leadership styles. Superintendent Bergeron noted that his FY20 Goals have been updated from the last meeting and the changes are marked in red. He ended his report by mentioning the Superintendent rubric attached will be voted on later in the meeting.

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A. Assistant Superintendent of Teaching & Learning Report

Assistant Superintendent of Teaching and Learning, Mary Murphy, began her report by discussing the two Elementary Science professional development sessions offered for teachers this fall and winter. She then updated the committee on the Whitcomb School world language/intervention classes; Mrs. Murphy reported the statistics of students enrolled in language/intervention courses and the logistics of the classes. She explained that multiple data systems determine if a student needs ELA or Math interventions, but parents can review the data and potentially override the recommendation it provides, choosing to enroll their child in a world language class instead. A discussion from the committee began with Mrs. Matthews asking why Mandarin is no longer a world language option at Whitcomb School. Multiple members of the committee voiced concerns about the lack of this option and the resources (i.e. teachers) for this class not being utilized while they are currently available to the school. Towards the end of the conversation, Chairman Vigeant recognized the Student Representative, Dorothy Davis, as it was her first meeting of the academic year. Dorothy commented on the importance of students being required to try out different languages and she inquired about the fifth graders being moved from the middle school. Superintendent Bergeron explained the process and reasoning behind the grade 5 move.

7. Acceptance of Minutes: None

8. Public Participation: None

9. Action Items/Reports:

A. FY20 Transfers

All transfer requests for budget adjustment needs of different departments/administrative positions, costs of curriculum and other expenses detailed in the attached report were presented to the committee by the Director of Finance and Operations, Douglas Dias.

A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to approve the transfers.

Motion passed 7-0-0.



Marlborough Public Schools

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B. Superintendent Rubric

Superintendent Bergeron explained how the Superintendent rubric has been revamped by the state and requested that the school committee vote on whether or not to accept the rubric. Mr. McLaughlin asked if there was room for comments on the rubric; Superintendent Bergeron explained that the rubric simply states and explains the assessment ratings while the evaluation form will have a section for comments. A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to accept the rubric.

Motion passed 7-0-0.

C. FY20 Superintendent Goals

Superintendent Bergeron adjusted goal two, added goal four and benchmarked this goal based off the comments received.

A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to approve these goals.

Motion passed 7-0-0.

D. Acceptance of Donations and Gifts

Binder Donation. Three-hundred binders were gifted to the school department, to be used by students and staff.

A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to approve the donation with gratitude.

Motion passed 7-0-0.

Backpack Donation. An anonymous donor brought twenty-six backpacks to the Superintendent's Office.

A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to approve the donation with gratitude.

Motion passed 7-0-0.

St. Mary's Credit Union Donation. St. Mary's Credit Union donated \$150.00 to help fund the cost of fresh food for the Cooking and Nutrition class at Hildreth School.

A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to approve the donation with gratitude.

Motion passed 7-0-0.

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FY20 Open Science Education Field Test Grants. Stephanie Gill applied for and was awarded this grant, which provides funding to support districts participating in Open SciEd middle school science curriculum. Path 1, fund code, 116, supports the cost of specialized materials needed for curriculum.

A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to approve the donation of \$5,613.00 with gratitude.

Motion passed 7-0-0.

Path 2, fund code 595, provides funds for the additional costs to allow teachers to attend curriculum trainings as well as additional material costs.

A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to approve the donation of \$1,450.00 with gratitude.

Motion passed 7-0-0.

10. Reports of School Committee Sub-Committees: None

11. Members' Forum:

Mrs. Matthews has reviewed and signed the warrant.

12. Adjournment:

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to adjourn at 8:00 p.m.

Motion passed 7-0-0.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Heidi Matthews', with a long horizontal flourish extending to the right.

Heidi Matthews
Secretary, Marlborough School Committee

HM/jm
Approved 11/26/2019

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2019 DEC -2 P 12: 12

Marlborough Public Schools

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

Call to Order

October 29, 2019

1. Chairman Vigeant called the regular meeting of the Marlborough School Committee to order at 7:35 p.m. at the District Education Center, 17 Washington Street, Marlborough, MA. Members present included Mrs. Bodin–Hettinger, Mrs. Ryan, Mrs. Matthews, Mrs. Hennessy, Mr. McLaughlin and Mr. Geary. Also present were Superintendent Michael Bergeron, Assistant Superintendent of Teaching and Learning, Mary Murphy, Director of Finance and Operations, Douglas Dias, MEA Representative, Rupal Patel, Student Representative, Dorothy Davis, and Administrative Support, Donna Marshall.
2. **Pledge of Allegiance:** Chairman Vigeant led the Pledge of Allegiance.
3. **Presentation:**
 - A. **MHS College & Career Day.** Principal Daniel Riley presented a brief overview on the second annual College & Career Day which was held on October 16, 2019 at Marlborough High School where programming on PSAT/SAT administration day was extended to offer students a broad range of college and career exploration opportunities. Mr. Riley introduced three students who took part in the day's activities to discuss their experiences. Stacy Sanchez discussed visiting Quinsigamond College along with a former teacher. Amy Shanahan talked about her experience being onsite at Quest Diagnostics and learning about the process preceding a diagnosis. Amanda Spooner also discussed her experience visiting Quest Diagnostics. In closing, Principal Riley thanked the committee for their continued support and for the opportunities afforded the students at Marlborough High School.
 - B. **MCAS Accountability Report.** Assistant Superintendent of Teaching & Learning, Mary Murphy gave a presentation on the 2019 MCAS Results and Accountability Status Report released by the Department of Education (DESE). In her report, Assistant Superintendent Murphy noted that DESE may revise the accountability system again in the future. She also reported that all schools made progress and that, for the first time since 2011, the district had no school in accountability status requiring DESE assistance. Assistant Superintendent Murphy also discussed the transition to Next-Generation Grade 10 ELA and Math tests which were administered for the first time in 2019. Superintendent Bergeron noted that he is pleased with the steady incremental growth in MCAS scores.

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4. Committee Discussion/ Directives – None

5. Communications – None

6. Superintendent's Report. Superintendent Bergeron began his report by giving recognition to outstanding students at Marlborough High School who received National School Development Council Awards. He introduced Zaria Alves (Hildreth School) who has made great strides in improving her GPA while utilizing emotional supports to manage her mental health, all the while serving as a role model to other students. Zaria is an active member of four Hildreth clubs and also founded and serves as co-president of the Student Council. She is a leader in the Hildreth community and plans to major in journalism and/or psychology at Framingham State University, with a goal towards promoting positive platforms for people struggling with mental health issues.

Superintendent Bergeron recognized Alicia Bibi, who also received a National School Development Award. Alicia Bibi, a senior at Marlborough High School, has consistently pursued excellence throughout her academic career in Marlborough. Alicia will have completed seven Advanced Placement Courses upon her graduation from high school. Alicia has also served as Class Vice President for four years, is currently Secretary of the Student Council, Captain of the Varsity Soccer team, member of Mixed Chorus and the Acapella Choir. All of these accomplishments have enabled Alicia to serve as a positive role model for other students.

The Superintendent also congratulated and recognized Hannah Schooler on being a commended student for the 2020 National Merit Scholarship Program and for maintaining a cumulative 4.817 GPA throughout her high school career. Hannah is a member of the HaZamir International Jewish Teen Choir, an active member of the MHS Drama Club and is currently enrolled in five Advanced Placement Courses during her senior year of high school. Hannah's post-secondary plans are to major in legal studies toward the goal of becoming an attorney and, potentially, a judge.

The Superintendent concluded his report by thanking all community members who participated in the Elementary School Community Reader Program, and personally thanked Ms. Benedetto, Ms. Hannafin and Ms. Pacific for inviting him to read to their students.

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Marlborough Public Schools

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- A. **Director of Finance & Operations Report.** Douglas Dias, Director of Finance & Operations presented his report, noting that Food Services, while currently having a negative balance of -\$2,872.00 is lower than the negative balance last year at the same time. Mr. Dias noted that although the negative balance is lower, balances have increased over the past month, due in part to the expiration of last year's eligibility statuses as of October 1st. If no application was received from families who may have been eligible prior to October 1st, they would revert back to full pay status. Mrs. Hennessy asked whether the School Committee could send lunch applications to members previously involved in free/reduced lunch program. Mr. Dias said that that the principals are involved in conversation around applications and this could be done as well. He also noted a rise in meal participation in FY20.

Mr. Dias stated that he and the Superintendent have started working on developing the FY21 budget, with the goal being to present the committee two versions of the budget request. The first version would reflect what the FY21 budget would have been in a regular fiscal year and the second will reflect all of the additional funding required to transition to a new elementary school and move to a K-5 elementary model. He expects to have a draft of the FY21 budget schedule at the time of his next presentation.

7. Acceptance of Minutes – None

8. Public Participation – None

9. Action Items / Reports

- A. **MHS Club Advisor stipend.** Superintendent Bergeron requested approval for stipends for advisors for the National Business Honor Society and Relay for Life, two (2) coordinators for NEASC Accreditation, Assistant Marching Band Director and two (2) Student Support (SST) Coordinator positions to be paid out of currently unoccupied Category V stipend positions which ran unpaid during the 2018-19 school year. Marlborough High School Principal Dan Riley discussed the various positions, some of which have been occupied, but unpaid for long periods of time.

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Vice Chair Bodin-Hettinger questioned whether positions would be paid the same amount as in Category V stipends and Mrs. Matthews looked for clarification as to whether the request was asking that the positions referred to be considered Category V when this is reviewed and revisited going forward. A discussion followed regarding discussing this further when contract discussions took place.

A motion was made by Mrs. Hennessy to refer to the request to stipend certain positions to negotiations for further discussion and seconded by Chairman Vigeant.
Motion to refer to negotiations passed 7-0-0.

A second motion was made by Chairman Bodin-Hettinger to sanction payment of stipends this year pending negotiations. Motion seconded by Chairman Vigeant.
Motion to sanction payment of stipends this year pending negotiations passed 7-0-0.

B. FY20 Operating Budget Transfers. Director of Finance and Operations, Douglas Dias is recommending transfers for balance purposes. Mrs. Hennessy questioned the tutoring cost outlined in the supporting documentation. Superintendent Bergeron noted that the tutoring cost has typically gone over budget for the past five years.

A motion to grant approval of the requested transfers was made by Mrs. Matthews, seconded by Chairman Vigeant.
Motion passed 7-0-0.

C. Acceptance of Donations and Gifts

FY20 Coordinated Family & Community Engagement (YMCA) Grant. The Early Childhood Center has received a grant from The YMCA of Central Massachusetts in the amount of \$30,030.00 to be used for contracted services, supplies & materials, travel and other expenses during the 2019-20 school year.

A motion was made by Mrs. Matthews, seconded by Chairman Vigeant to accept with gratitude the donation from the YMCA of Central Massachusetts.
Motion passed 7-0-0.

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10. Public Participation: None

11. Reports of School Committee Sub-Committees: None.

12. Members' Forum:

Vice-Chair Bodin-Hettinger discussed the interaction between students and business people at the Recent College Career Readiness Day at the High School and asked the student representative, Dorothy Davis, to discuss her experience on that day. Dorothy felt that she received good insight and beneficial information from the businesses represented there to take moving forward.

Mrs. Bodin-Hettinger also noted that she will be attending a talk on November 25th from 9:30–11:00 a.m. hosted by Assabet Valley regarding the new Superintendent Evaluation for School Committee members and superintendents.

Chairman Vigeant commented that he felt as though students were more conservative and realistic in their requests at this year's Reality Fair. He also discussed attending a recent Richer PTO meeting where a discussion was held on the number of buses next year when the new school opens. There will be additional buses by virtue of the fact that a new building is being added. Chairman Vigeant was questioned about the lack of bus monitors. Superintendent Bergeron responded saying that monitors are not required unless specifically requests on regular busses, but that they are on Special Education buses.

Mrs. Hennessy asked for community support for the field hockey playoff game being held the next day at Whitcomb School.

Superintendent Bergeron thanked Chief Kevin Breen for manning the "Wheel of Misfortune" at this year's Reality Fair.

Mrs. Matthews reminded everyone to vote on Tuesday. She also reported signing the warrant.

Mrs. Matthews made a final comment noting that several members of the School Committee will be attending the MASC Conference next week.

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Marlborough Public Schools

School Committee
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13. Adjournment:

Motion made by Mrs. Matthews seconded by Chairman Vigeant to adjourn at 8:38 p.m.
Motion passed 7-0-0

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Heidi Matthews', with a long horizontal flourish extending to the right.

Heidi Matthews
Secretary, Marlborough School Committee

HM/dm
Approved 11/26/2019

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2019 DEC -2 P 12-12

Marlborough Public Schools

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

Call to Order

November 12, 2019

1. Chairman Arthur Vigeant called the regular meeting of the Marlborough School Committee to order at 7:30 p.m. at the District Education Center, 17 Washington Street, Marlborough, MA. Members present included Michelle Bodin-Hettinger, Denise Ryan, Katherine Hennessy, Darren McLaughlin and Earl Geary. Also present were Superintendent Michael Bergeron, Assistant Superintendent of Teaching and Learning, Mary Murphy, Director of Finance and Operations, Douglas Dias, MEA Representative Rupal Patel and Administrative Support Julia Marshall.

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

2. **Pledge of Allegiance:** Chairman Vigeant led the Pledge of Allegiance.
3. **Presentation:**

A. MHS Student Advisory

Allison Lucas, the 11th grade rep, and Hattie Parker, the 10th grade rep, updated the committee on events going on at the High School. Allison is currently one of the captains of the cross-country team at MHS, and she discussed the stresses and rewards of being a younger captain. Being a younger captain allows for more room for growth next year when she will hold this leadership position again. This opportunity has also enabled her to adopt many skills she can use in other areas of her life. Hattie Parker followed with her report on the formation of the Mock Trial Club at the high school, which is advised by MHS teacher Mr. Jarnis and was started by student Marissa Petty. Marissa attended a program over the summer at Yale University that included a mock trial club, and she felt that MHS would benefit from adopting the club and its practices. Last Tuesday, students held their first meeting, and throughout the academic year they will compete against other high schools in mock trials to better understand the justice system. Mock Trial Club is open for any student whether or not they are interested in pursuing a future degree in law. Both Allison and Hattie informed the committee that in order to start a club at Marlborough High School, students need to collect signatures from the student body, select a teacher to represent/advise the club and then bring this information to the principal to have it approved.

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4. Committee Discussion/Directives: None

5. Communications: None

6. Superintendents Report:

Superintendent Bergeron updated the committee on the upswing in enrollment district wide. In comparison to the numbers over the past 17 years, the K-5 students are at a peak in enrollment currently. The Superintendent looked at predictors of enrollment, and he found that annual births in the city of Marlborough do not directly correlate to enrollment. The MSBA's projection for enrollment this academic year was lower than the actual enrollment number. Superintendent Bergeron doesn't think that analyzing any other factors could have more accurately predicted the enrollment. Superintendent Bergeron asked Mr. Dias to procure a statistician to help the district predict enrollment better than they can do themselves and better than the reports that the district has received from other vendors. The Superintendent noted that in order to cover the increase in elementary enrollment, he will need to ask for an additional FTE to keep class sizes reasonable in next year's budget process. Additionally, since more students are accessing EL services, they need to make sure that teachers can accommodate these needs at every level.

The Superintendent mentioned a scheduling conflict on March 3rd and 5th of 2020. There will be a Presidential Primary on March 3, 2020 requiring voting at the schools. There is a half day scheduled for March 5th, but he may want to close on the 3rd to not interfere with the election. Superintendent Bergeron will try to look at a report from the City Clerk to see when spikes in voting are throughout the day to determine what scheduling change is most appropriate.

He also made a reminder for MPS faculty to update their contact info to ensure they receive the snow calls this year.

On December 3rd at 7pm at Whitcomb Middle School auditorium, MPS, in conjunction with the Marlborough Alliance for Prevention and Boys and Girls Club of MetroWest, will be hosting Chris Sullivan (former NE Patriot) to speak about his struggles with substance abuse. He will be speaking to students during the day at the Whitcomb School and to parents at night.

Superintendent Bergeron ended his report by recognizing the hard work and dedication of those that ran the "Trashion Show" at Marlborough High School.

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Chairman Vigeant commented that even if enrollment predictions were more accurate and larger than they had been, the MSBA wouldn't have enabled the district to build a larger elementary school. Katherine Hennessy asked if the class sizes could be discussed at the next meeting. She also mentioned the importance of police presence at the elections, and Superintendent Bergeron explained that this is another factor to consider in the scheduling changes.

A. Assistant Superintendent of Teaching & Learning Report

Assistant Superintendent of Teaching and Learning, Mary Murphy, began her report by discussing the November 5th, 2019 Professional Development day. She spoke about the sessions that teachers attended, which are listed in the catalog attached to her report. At the elementary level, more STEAM units and challenges will be implemented in 2020; K-4 teachers will be scheduled in a targeted session in January in preparation for this. During the November 5th Professional Development Day, paraeducators and behavior technicians were offered many workshops as well. Support staff joined teachers in certain sessions, but they had sessions that were exclusively for those holding their positions.

7. Acceptance of Minutes:

A. Minutes of the September 24, 2019 School Committee Meeting

A motion was made by Vice-Chair Bodin-Hettinger, seconded by Chairman Vigeant to accept the minutes.

Motion passed 6-0-0.

8. Public Participation: None

9. Action Items/Reports:

A. FY20 Akiruno Trip

Superintendent Bergeron explained that the list of dates for the future Akiruno Trip are planned. He stressed the importance of this trip to the district and for students. The Superintendent asked the School Committee to approve the dates of travel for the FY20 Akiruno trip. He also thanked Rupal Patel for coordinating these annual trips. Denise Ryan noted that the students are arriving during the Presidential Election this year. Rupal Patel stated there were 32 applicants this year for the trip, which is more than usual.

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Marlborough Public Schools

School Committee
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(508) 460-3509

A motion was made by Vice Chair Bodin-Hettinger, seconded by Chairman Vigeant to approve the FY20 Akiruno Trip dates.
Motion passed 6-0-0.

B. Festival Disney

Superintendent Bergeron recommended that the committee approve Jonathan Rosenthal's request for the Festival Disney trip in April 2021 for the Music Department at MHS. This trip falls over a holiday weekend, which means students will be missing fewer days of school.

A motion was made by Vice Chair Bodin-Hettinger, seconded by Chairman Vigeant to approve this request.

Motion passed 6-0-0.

C. Assabet Valley Collaborative Quarterly Report

Superintendent Bergeron discussed the update of AVC to the School Committee. AVC is working on capital projects, looking at the building in Marlborough, a platform lift, a roofing project and space to house this program.

A motion was made by Vice Chair Bodin-Hettinger, seconded by Chairman Vigeant to accept and place this report on file.

Motion passed 6-0-0.

10. Reports of School Committee Sub-Committees:

Katherine Hennessy explained that the policy sub-committee is updating policies this upcoming Friday, so if there is any policy they should be notified about, then the committee should let her know as soon as possible.

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Marlborough Public Schools

School Committee
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11. Members' Forum:

Katherine Hennessy announced that Dessert Theater is at the end of next week on Friday the 22nd and Saturday the 23rd at 7pm at MHS in the Little Theater; tickets can be purchased ahead of time.

Denise Ryan mentioned that this upcoming Thursday is parent/teacher conferences at MHS, and the MHS All-Nighter Committee is holding a vendor and craft night from 6:00-8:30p.m. along with a raffle and bake sale at MHS in the foyer during this time.

12. Adjournment:

Motion made by Vice Chair Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 8:05 p.m.

Motion passed 6-0-0.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "Heidi Matthews", with a long horizontal flourish extending to the right.

Heidi Matthews
Secretary, Marlborough School Committee

HM/jm
Approved 11/26/2019

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It is the policy of the Marlborough Public Schools not to discriminate on the basis of race, gender, religion, national origin, color, homelessness, sexual orientation, gender identity, age or disability in its education programs, services, activities or employment practices.

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2019 NOV 27 A 11: 19

CITY OF MARLBOROUGH
CONSERVATION COMMISSION
Minutes
September 5, 2019 (Thursday)
Marlborough City Hall – 3rd Floor, Memorial Hall
7:00 PM

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

Absent: none

Public Hearings:

Request for Determination of Applicability

82 Paquin Dr. - Scott Ferrecchia

Mr. Ferrecchia was present and explained that he would like to rebuild two retaining walls on his property which are near the wetland. He explained that as he was doing the other work on his property which the Commission has permitted, he discovered that the two retaining walls holding up his patio were leaning. He will use a mini excavator, skid steer and jack hammers to remove the old wall and he will place it in kind in the same location. All excess fill will be removed from the site. After some discussion on the current work he is doing, the Commission closed the hearing and voted 7-0 unanimously to issue a Negative determination with standard conditions for this project.

Amended Order of Conditions – DEP 212-1156 (continuation)

85 Dufresne Dr. Lot 2 - West Hill LLC

Requested before the meeting that this item be continued again until the September 19th meeting.

Notice of Intent (continuation)

200 Forest St. AvalonBay Marlborough II - AvalonBay Communities, Inc.

The commission reviewed the draft conditions and confirmed that there were no comments from engineering. The Commission closed the hearing and voted unanimously 7-0 to approve the draft Order of conditions as written and amended

Discussion:

- DEP 212-949 - Ft. Meadow Reservoir drawdown request - Lee Thomson, President of the Ft. Meadow Commission was present and noted that per his letter, the Ft. Meadow Commission requests that the lake be drawn down on Nov. 1st this year. It will allow more people to be able to enjoy the lake this fall. Ms. Ryder noted that she wanted to check with Division of Fish and Wildlife (DFW) to ensure this isn't too late given that

frogs and turtles will bury themselves into the muck for the winter. She wanted to ensure they will not get frozen when the lake is lowered. The Commission agreed and voted unanimously 7-0 to allow for the lake to be drawn down on Nov. 1st unless DFW advises otherwise. Mr. Thomson will convey same to Hudson as he is attending their meeting next.

- Grand opening Invite – Boroughs Loop Trail - October 4, 2019 at Algonquin High School at 3:00 PM. Ms. Ryder asked if any members could attend. Mr. Clancy and Ms. Paquin indicated they would be present.
- Letter from Heritage Farm LLC - Notice of Intent to MGL, c61A & § 14 to sell land and convert use, dated August 6, 2019. Response to Mayor required. The Commission reviewed this request and noted that a map should be included in the letter to the Mayor noting the areas of wetland associated with this lot. When considering the wetland, floodplain and riverfront area for these parcels, a small portion (5 acres or so) appear to be left for any development. Ms. Ryder will draft a letter for Edward Clancy to review, noting that there are these natural “wetland restrictions” on the property and also noting that it would be good to preserve a portion of the property for open space and wildlife and watershed protection.

Certificate of Compliance

- DEP 212-1002 off Cook Ln. - Request to release of an Order of Resource Area Delineation (ORAD). Ms. Ryder noted that usually ORAD’s are not recorded, so they don’t need to be released, however the previous owner recorded it and they are looking to clear the title. DEP has indicated the form to use for this purpose. The Commission voted unanimously 7-0 to issue a full Certificate of Compliance for this ORAD permit.

Violation Notices:

- 175 Maple St.-DEP 212-1010
Dan Campbell from Level Design group was present representing the owners. He explained that in Nov. 2008, they requested a full Certificate of Compliance, but there were still a few things to do, however the building was sold, and the new owners did not follow up to finish anything at that time. Recently the current owners have been looking at refinancing and realized that a Certificate of Compliance was still needed. The owners reviewed the Order of Conditions and did some landscape cleanup. Unfortunately, it was very aggressive landscape cleanup and removed lots of trees. Ms. Ryder noted that she met on site on August 8, 2019 and discussed the original plan and what to plant and let the area naturalize. She showed the Commission photographs from her recent site visit showing everything were cleared down to the stream channel with a few large trees saved.

The Commission reviewed the conditions from the original order and noted that maintenance of the area and removal of invasive plants was included, and that any future work in the area must require a discussion with the Conservation Officer before work was to begin. After some discussion and review of the draft violation notice to be provided to Mr. Campbell, the Commission asked that a planting plan and a plant maintenance plan be provided for the next meeting. Mr. Campbell indicated that Joyce Hastings LA would be preparing the plans and they should be ready for the next meeting and will show all the stumps of the trees removed and would plan to replace all of that. Approximately 62 trees were removed and several shrubs. The Commission continued this item to their next meeting.

Correspondence:

- Letter from Middlesex Conservation District, dated Aug 12, 2019 RE: Erosion Control Field Day Oct. 1, 2019 (Tuesday)


Other Business:

- 421 Bolton St final inspection 8:30 Tuesday AM.

Next Meeting - The next meeting will be Oct. 3rd, as there will be no quorum for the Sept 19, 2019 meeting.

Adjournment - There being no further business, the meeting was adjourned at 8:45PM.

Respectfully submitted,


Priscilla Ryder *PS*
Conservation Officer

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2019 NOV 27 A 11:19

CITY OF MARLBOROUGH
CONSERVATION COMMISSION
Minutes

October 3, 2019 (Thursday)
Marlborough City Hall – 3rd Floor, Memorial Hall
7:00 PM

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

Absent: David Williams and Dennis Demers.

Public Hearings:

Request for Determination of Applicability

23 Grogan Path-

Nate Schroeder of C.M. Chartier Contracting, was present and represented the owner Stephen and Kathy Powers who were also present. Mr. Schroeder explained that they would like to remove the existing deck and add a new concrete patio that is slightly larger than what exists today. All work is within the existing lawn area and more than 20' away from the wetland. After some discussion, the Commission closed the hearing and voted unanimously 5-0 to issue a Negative Determination of Applicability with standard conditions and a note to be careful of the irrigation system when doing this work.

Notice of Intent

615 Williams St. – Garry Carrol, Williams St. Holdings LLC

Volovia Costa of Goddard Consulting and Bruce Saluk of Saluk and Associates were both present and represented the owners. He reviewed the details of the Notice of Intent (NOI) explaining that in 2018, the Commission issued an Order of Resource Area Delineation to verify the wetland locations and confirmed that the stream was intermittent, which was determined in 2013. The proposal is for a one-story industrial building and associated parking and utilities. No work is in the 20' no disturbance wetland buffer zone, some work is within the 100' buffer zone. They have designed the project to meet the DEP standards for ORW, as this stream flows into the Sudbury Reservoir.

Mr. Saluk explained the layout of the building and parking spaces and the onsite septic system. Mr. White noted that he does not agree with a septic system being so close to the stream and expressed his concern about viruses that can travel. Mr. Saluk noted that 1.4 acres of impervious surface is proposed, the stormwater system is designed to

infiltrate some of this runoff through water quality units and deep sump catch basins. Excess water will discharge across a level spreader. The walls will be 9' tall at the closest point to the wetland. The Commission noted that the wall location must be staked in the field prior to clearing to assess its location in relation to large trees to determine if these can be saved.

The Commission asked for details on the wall construction and site construction sequencing, which were provided on the plans and includes temporary sedimentation traps etc. A fence is to be placed between this project and the adjacent residential property with some substantial tree and shrub planting to help soften the look, much of the planting is on the residential side of the fencing.

This will be a light industrial building with some assembly and storage. There are floor drains in the design which will drain to 6000 gallon holding tanks to capture any materials washed in. An ongoing maintenance plan to keep this working will be required.

The chairman opened it up to the audience for comments.

- Larry Heron an abutter in the adjacent Crane Meadow community noted that he would like to talk to the owner about having the association buy the land and put a solar array on the property to generate renewable energy.
- George (?) also an abutter at Crane Meadow community asked how many units and how many people are expected in this building. Mr. Saluk indicated 10 units are proposed.

There being no further questions or comments from the audience or the Commission the hearing was closed. Ms. Ryder was asked to draft a set of conditions for review at the next meeting.

Amendment to Notice of Intent

85 Dufresne Dr. – West Hill LLC – 212-1156

Dale MacKinnon for Guerriere and Halnon Inc. was present representing Fafard Real estate Inc. He provided a revised plan showing the changes made to the plan based on comments from the engineering department. They have changed the drainage pipe, so it discharges to the side rather than the back under the proposed fill. They have adjusted the area to only the location that was previously to be disturbed approved on the 3/8/19 plans. A retaining wall will follow the base of the fill area as shown on the plan and will be an extension of the wall previously approved for the house. He also explained the only change from the previous plan is the retaining wall to allow the yard

to be flatter and more usable. The wall is 3' high and will be 50' long. The Commission noted that the track record on this lot is not great. The site is not yet stable, and no work has been done since last winter when the foundation was incorrectly installed. Several members of the Commission expressed frustration at the increased impact this additional yard area will cause and felt that this lot was marginal to begin with and should be built as approved in March. After some additional discussion, Mr. MacKinnon asked if the Commission would be willing to vote to approve the small wall and fill as presented. The Chairman asked for a vote to move the questions, which was approved 5-0. Then the Commission agreed 5-0 to deny the project as presented with this requested amendment and noted that the plans approved in March would still hold. The Commission asked Ms. Ryder to draft up a denial for review at the next meeting.

Violation Notices:

175 Maple St. – wetland clearing violation

Nick Facendola of Level Design Group was present. He noted that they had received the violation notice regarding the excessive vegetation clearing near the stream. They were asked to prepare a planting plan which they provided to the Commission for review. The plan shows 128 new plantings, some which will be clustered. Ms. Ryder said she reviewed the plans and the planting choices were acceptable. The existing channel is mortar and stone near the bottom of the channel, so the vegetation is shown on the upper parts of the channel. He also explained that there is a large patch of knotweed and they have come up with a plan to mow the knotweed and keep it in check for several years to see if they can keep it from spreading. They plan to provide a long-term maintenance plan when they request a Certificate of Compliance to close out this project. This plan will include the long-term maintenance, a plan showing what was planted, the invasive species to be controlled and how to do that and a statement about the area being allowed to naturalize. The existing stumps in the ground are to be left in place and should be allowed to re-sprout. The plants chosen should be the disease resistant varieties of dogwood – it should be a mixed variety. After further discussion the Commission voted unanimously 5-0 to approve the planting plan and to allow the work to proceed ASAP to allow for plenty of time for the plants to acclimate before winter sets in. They also voted 5-0 to ratify the Enforcement Order that had been issued. Mr. Facendola thanked the Commission and indicated they would get right on it.

Sudbury St. Sewer Project 212-1104

Ms. Ryder noted that muddy water was discharging from the “filter” systems they have set up and silt has accumulated in the wetland area that will need to be cleaned up. Mr.

Frank Fruci of P. Gioioso and Sons, Inc. has been asked to attend the meeting to explain what happened and the remedy that is in place to prevent this from occurring again. Amhet was present, he explained that unfortunately the dewatering system was overwhelmed with muddy water and was not able to filter it once it reached capacity. They have ordered a frac-tank, will change out stone regularly, use dirt bags, and will monitor all pumps. Once the system is getting too full, the pumps will be turned off. They will monitor these very diligently and will make sure this doesn't happen again. He assured the Commission that he does take environmental protection seriously and water quality and they will get it under control. The Commission thanked him for coming in and noted that further violations will be met with higher fines and more enforcement, which the Commission hopes they don't have to use. Ms. Ryder will continue to monitor the project, Ms. Paquin noted that she doesn't live far and will also keep an eye on it.

Correspondence/other business:

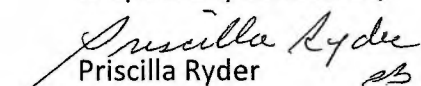
The Commission reviewed the following documents and voted unanimously to approve and place on file.

- MACC- Fall Conference 2019 - Karin Paquin indicated she would attend
- Environmental Notification Form (ENF) – 170 Simarano Dr. – Green District – Comments due Oct. 15, 2019. Ms. Ryder will review the document and make comments if needed.
- 339 Boston Post Rd. – letter from Legal Dept. dated Sept. 9, 2019 RE: Notice of Intent Pursuant to MGL c. 61A s.14 to Sell Land and Convert Use.
- E-mail dated September 16, 2019 RE: Request for Proposals – SVT, seeking projects for AmeriCorps Land Stewardship Coordinator or the Regional Collaboration Coordinator.
- Grand Opening of Boroughs Loop Trail is scheduled for Oct. 4 from 3-4; Chairman Clancy, and Ms. Ryder will be speaking along with other community representatives and state representatives.

Next Meeting - The next meeting is scheduled for Oct. 17, 2019

Adjournment - There being no further business, the meeting was adjourned at 9:16 PM.

Respectfully submitted,


Priscilla Ryder
Conservation Officer

CITY OF MARLBOROUGH
CONSERVATION COMMISSION
Minutes
October 17, 2019 (Thursday)
Marlborough City Hall – 3rd Floor, Memorial Hall
7:00 PM

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2019 NOV 27 A 11: 18

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

Absent: none

Public Hearings:

Request for Determination of Applicability

101 Violetwood Circle – Kristine Cassetta

Kristine Cassetta and her father were present. She apologized for not knowing about the 20' buffer zone. She had noticed the markers and had stayed on the upland side of the markers. Ms. Ryder noted that she had seen the patio and noted that it was encroaching on the 20' buffer zone. After meeting with the home owners, she realized they had never been informed about the wetland boundaries etc., this is something to be discussed with the Condo Association at some point soon, so these mistakes can be avoided. Ms. Cassetta explained that they have already removed the patio to be outside the 20' buffer zone as measured from the wetland markers in the field. They have removed all fill and returned the area to the natural ground and will stabilize it with vegetation. Ms. Ryder will go out and check the site to ensure it is in compliance. Ms. Cassetta also asked to remove two large pine trees which are beginning to lean over towards the house, they are within the 20' buffer zone. After some discussion about the removal of materials and trees, the Commission voted unanimously 7-0 to issue a negative determination with standard conditions and approval to remove the trees.

Draft Conditions:

- DEP 212- 1214 615 Williams St. – Draft Conditions
The Commission having closed the hearing at the last meeting reviewed a set of draft conditions for this project. The Commission voted unanimously 7-0 to issue the order as drafted.
- DEP 212-1156 85 Dufresne Dr. – Draft Denial
The Commission reviewed and discussed the draft denial letter as provided by Ms. Ryder. They also noted that the site has been sitting unstable for an entire year and needs to be stabilized with some type of jute matting or other material, so that it will not erode over the winter. Ms. Ryder will check on the status of the project and required stabilization. After further discussion, the Commission voted unanimously 7-0 to issue the Denial for this second amendment as written.

Certificates of Compliance:

- DEP 212-178 114 Prendiville Way – re-issue a full certificate. Ms. Ryder noted that the original certificate had not been recorded and needs to be reissued to clear the title to this property. The Commission voted unanimously 7-0 to re-issue a full certificate for this property.
- DEP 212-178 & 212-224 - 27 Stetson Dr. (Lot 12) - This is a Gristmill III home and the Orders of Conditions were never released from this house. This lot has no wetlands on it. The Commission voted unanimously 7-0 to issue a full Certificate of Compliance for this property.
- DEP 212-1189 - 421 Bolton St. – Benchmark Senior Living. – Ms. Ryder noted that they were still constructing the walking path and needed to clean a few catch basins. The Commission continued this to the next meeting.

Violation update:

- Sudbury Sewer DEP 212-1104 Ms. Ryder noted that the project is under control, a very large baker tank is on site and being used and is working. She will keep an eye on the project, as will Ms. Paquin as she is close by.
- 175 Maple St. DEP 212-1010 Ms. Ryder noted that nothing has happened on this property to date, nothing planted as required. The Commission asked that she follow up and confirm that they have paid their fine.
- 178 Simpson Rd. – Request for Determination of Applicability – Ms. Ryder noted that the homeowner at 178 Simpson Rd. still has not stabilized the slopes, per her inspection at the request to add a pool. The Commission asked that he be asked to attend the next meeting in order to define the stabilization methods and set dates. They also suggested he get an engineered plan as the fill brought in is much more than originally anticipated to flatten out the yard. Ms. Ryder will send a letter explaining same.

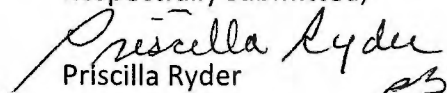
Other business:

- Desert Natural Area conservation land - Ms. Ryder noted that the Sudbury Valley Trustees has received funding to do another “prescribed burn” on their property at the Desert and wanted to be sure the Commission is on board with another burn on the Marlborough section to restore the pitch pine scrub oak forest. The last burn was in spring 2014. The experts are recommending another prescribed burn to rejuvenate this declining habitat. The Commission noted that they were in support of this plan and would like to see some maps of the areas to be burned. Ms. Ryder will provide.

Next Meeting - The next meeting is scheduled for Nov. 7, 2019

Adjournment - There being no further business, the meeting was adjourned 8:15 PM.

Respectfully submitted,


Priscilla Ryder
Conservation Officer

CITY OF MARLBOROUGH
CONSERVATION COMMISSION

Minutes

November 7, 2019 (Thursday)

Marlborough City Hall – 3rd Floor, Memorial Hall
7:00 PM

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CITY OF MARLBOROUGH

2019 DEC 10 P 1:09

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

Absent: None

Approval of Minutes- The minutes of September 5, 2019 were reviewed and unanimously approved as written.

Public Hearings:

Request for Determination of Applicability

39 Red Spring Rd. – Robert Durand

Robert Durand, homeowner, was present and explained that the existing porch is very old and needs to be replaced, the front foundation of the house is now plywood and he plans to replace it with concrete block wall like the rest of the foundation. He noted that the work will be 41' from the lake at the closest point. The foundation will have a 4' foundation footing. He would like to do this work while the lake is down to avoid encountering groundwater. The Commission asked what he'd do if he did encounter groundwater and noted he'd need to use a sediment trap – made of silt fence and hay bales - to filter the water before it returned to the lake. All excess material would need to be moved away from the water and up near the roadway. After some discussion, the Commission closed the hearing and voted unanimously 7-0 to issue a negative Determination of Applicability with standard conditions and dewatering conditions as noted above.

Request for Determination of Applicability

180 Farm Rd. - Michelle Brownlee

Raina Gagnon of Hancock Engineering represented the owner Michelle Brownlee, who was also present. Mr. Gagnon explained that they propose to construct a detached garage within the 100' buffer zone to the wetland. A portion of the existing driveway will be removed to accommodate the new building, so some impervious surface will be added, but some will also be removed. The work is 70' away from the closest point to the wetland. The Commission asked questions about drainage onto the adjacent property, and how the driveway will drain. All excess materials will be removed from the site. After some discussion, the hearing was closed; and the Commission voted unanimously 7-0 to issue a Negative Determination of Applicability with standard conditions for erosion controls and notification.

Notice of Intent

107 Simarano Dr. – Green District – Andrew Montelli Post Road Realty LLC

John Shipe of Shipe Consulting representing the owner Andrew Montelli was present, along with Joe Peznola of Hancock Engineering; and Scott Goddard of Goddard Consulting. Mr. Shipe explained that the owners are proposing to construct 3, five (5) story residential buildings containing 475 units and 770 parking spaces. They did receive an Order of Resource Area Delineation (ORAD) to establish the wetland line this past summer. Mr. Goddard will explain the impacts to the wetlands and Mr. Peznola will review the drainage system proposed.

Mr. Goddard reviewed existing conditions and the wetland boundaries, he noted three areas where wetlands would be impacted. 1) at the entrance off Simarano Dr. the roadway needs to extend into the 20' buffer zone with a retaining wall to hold up the roadway. 2) the stormwater outlet structures and rip rap extend into the 20' buffer zone. 3) two boardwalks are proposed that will be anchored into the 20' buffer zone in order to span the wetland. The first crosses over a small stream and over the impoundment of the farm pond about 300 sq. ft. of the 20' Buffer Zone will be impacted. Mr. Peznola explained that the second boardwalk requires handicap accessibility and has some retaining walls which also serve as footings/anchors to the boardwalk which are within the 20' Buffer Zone. Mr. Dunbar asked if everything could be moved out of the 20' buffer zone all together, the span could be longer, and it avoids the need to impact this "no touch" zone. Ms. Ryder noted that the 20' buffer zone is important as a corridor for wildlife which is one of the reasons the buffer is a no touch zone. Chairman Clancy requested more detailed information on the boardwalk construction and design and the location of the high-water mark/100-year flood for this brook. The Commission wanted to be sure the structure can handle the higher storm events, and that the walkway won't inadvertently cause a "dam" within the stream during large storms. Or conversely that it will not be washed away. They asked that these two areas be marked in the field and to do a site walk to check these two areas out.

Mr. Peznola explained the drainage system. Each phase will discharge to its own detention basin. Phase 1 - includes the largest detention basin. He explained that the discharge points are at the 20' Buffer Zone and to stabilize this area, the 20' Buffer Zone is impacted with stones to dissipate the discharge velocities. The basins are designed to be infiltration basins. Phase 2 - The basin also has a stormtech isolator row before it discharges into the basin, to allow the basin to be cleaner to infiltrate. After some discussion, the Commission asked that Mr. Peznola look at all the discharge points and spillways to determine if any or all of them can be pulled out of the 20' no disturb buffer zone. These will be evaluated.

Mr. Peznola reviewed the walls along the edge of the 20' buffer zone. On Site 1 - they will use modular block walls with geogrid if more than 4' high. The smaller blocks are easier to build and have less impact on the ground. Mr. Clancy asked if the very tight pinch points have enough area for erosion controls. A x-section of these areas should be provided to show how this will all fit. The 20' no disturb is just that, no disturb. Mr. Peznola acknowledged that and noted that all walls 4' or higher would need to be engineered and get a building permit.

Mr. Peznola showed the walls on site 2 and also noted that the large fill area might be removed, they are contemplating a dog park in this location, but may opt for something smaller, in which case they can leave this area in its natural state. He showed the erosion control plan, the Commission asked for a construction sequencing plan (color coded preferably) showing what will happen first, second etc. Mr. Peznola indicated they don't usually want to get in that much detail and prefer the contractor to come in to discuss those specifics. The Commission however wanted to see something on the plan.

The Commission discussed the detention basin construction and material to be removed, suggested stump grindings be kept on site as they are good for erosion control, the grass pavers shown on the plan are to be eliminated as this is ORW and this application in an ORW is not acceptable to DEP so they are to be removed and the parking spaces reduced to 677 total spaces, the fire lanes, as they get used less frequently are permitted to be grass pavers. Mr. Williams asked about snow storage locations, and salts/sand storage areas. Mr. Peznola indicated the snow storage locations are shown on the plans and no salt/sand will be stored on site. There was discussion about easements needed for drainage to detention basins, and dumpster locations (which will be inside buildings). After further discussions about showing large trees on the plans to better understand what is being removed and what is being replaced, the Commission asked that landscape plans be reviewed at the next meeting. The Commission asked to do a site visit on Friday Nov. 15th at 2:00 PM at the gate on Simarano Dr. The Commission will meet at the site visit and the hearing was continued to Nov. 21st.

Certificate of Compliance

- DEP 212-1189 - continued request 421 Bolton St. Benchmark Senior Living - Ms. Ryder noted she has done a walk through, the walkway on Stevens St. side is complete, all drainage has been inspected and is working. She is waiting for O&M plan to include with Certificate of Compliance and for the catch basin on Poirier Dr. to be swept and cleaned up. Other than that, all conditions have been met. She recommended that the Certificate of Compliance be issued, and she will hold it until these items are addressed. The Commission voted unanimously 7-0 to issue a full Certificate of Compliance and asked Ms. Ryder to hold until items noted above have been delivered and addressed.

Violation Updates:

- 178 Simpson Rd. – Joseph Biaszza
Mr. Biaszza sent an e-mail noting he could not attend this evening, so he was not present. Ms. Ryder shared some photos with the Commission and noted that she had provided a violation notice to the owner stating he needed to provide information on slope stability to the Commission. The Commission noted that the slopes should be stabilized sooner than later and asked the Mr. Biaszza provide information on stabilization and be asked to attend the next meeting too. Ms. Ryder will follow up.

Correspondence/other business:

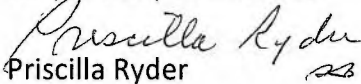
- Memo From DCR, dated October 9, 2019, RE: Sudbury Watershed Deer Hunt - the commission reviewed the letter and the map provided
- E-mail from DCR Division of Water Supply Protection – survey on passive recreation

- 249 Lakeshore Dr. – Ms. Ryder received a plan showing a slight reconfiguration of the walls along the shoreline for this house. In order to remove and replace the walls, which have existing jogs and curves in them, the owners would like to straighten the walls for ease in construction. The slight change in design affords the Lake 13+ sq. ft. of additional land under water so there is no loss but a gain. The Commission approved the minor modification and asked Ms. Ryder to communicate same to owner and that they could proceed.
- 186 Reservoir St. - Ms. Ryder noted that the owner has requested another change to the plans and removal of two large trees behind the house. Chairman Clancy has indicated to the owner that she should file for an amended Order of Conditions for full review of the changes. Ms. Ryder indicated she had already sent an e-mail saying same.
- 175 Maple St. – 212-1010 - Ms. Ryder indicated that she has been in touch with the management company and they are working towards getting a planting and maintenance plan complete but have not been asked for a date of installation. She will inquire.

Next Meeting: The next meeting is scheduled for November 21, 2019.

Adjournment: There being no further business, the meeting was adjourned at 9:20 PM.

Respectfully submitted,


Priscilla Ryder

Conservation Officer

**CITY OF MARLBOROUGH
CONSERVATION COMMISSION
Minutes
November 21, 2019 (Thursday)
Marlborough City Hall – 3rd Floor, Memorial Hall
7:00 PM**

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CITY OF MARLBOROUGH
2019 DEC 10 P 1:09

Present: Edward Clancy-Chairman; David Williams, John Skarin, Karin Paquin, Allan White, also present was Priscilla Ryder-Conservation Officer

Absent: Dennis Demers and William Dunbar

Approval of Minutes: The Commission reviewed the minutes of October 3, October 17, and November 7, 2019 and approved them all unanimously 4-0 as written.

Public Hearings:

Request for Determination of Applicability

41 Ahern St. - Agnaldo Silva

Mr. Silva who is the contractor representing the owner (also named Silva) was present. He explained that they want to replace a deck and a portion of a garage foundation, work is within 100 ft. of a bordering vegetated wetland. The Commission reviewed the plans and GIS map and the work in relation to the adjacent wetland at the bottom of the hill. Ms. Ryder indicated she did a site inspection and found the work will be in an already existing lawn area and is a replacement of the current deck and foundation. The Commission asked that all excess materials be removed from the site. After some discussion the Commission closed the hearing and voted unanimously 5-0* to issue a negative determination with standard conditions.

(*Commissioner Allan White arrived at the beginning of this hearing)

Notice of Intent (continuation)

107 Simarano Dr. – Green District - Andrew Montelli- Post Rd. Realty LLC

Joe Peznola of Hancock Associates; Eric Rains, the landscape architect; John Shipe of Shipe Consulting and Scott Goddard of Goddard Associates were all present. Mr. Peznola reviewed the changes to the plans made after the last meeting which included:

Site 1- Boardwalk was adjusted, so footings and anchor are outside the 20' wetland buffer zone. Footings will not be in the path of water flow, it will span the banks. They will create the trail nearest the pond as a woods trail, natural tread. They would like a condition in the permit that this should be field located with the Conservation Officer to meander around trees etc.

Site 2 – the boardwalk has a ramp on site 2 that was reconfigured. Again, the boardwalk will span the banks of the stream and can be adjusted in the field to help protect existing trees. All work except for the helical piers are to be located outside the 20' buffer zone.

Dog park – there will be some grading in the dog park area. Mr. Clancy noted that this was the area observed during the site walk that was filled with invasive non-native plants, so clearing this area would be a benefit. The Commission discussed clearing beyond the limit of work to remove invasive and discussed a site walk prior to clearing to determine the limits of this type of "restoration" in the field. This would require a long-term maintenance plan for the "restored" area to be sure the invasive plants (which are very aggressive) are kept under control and eventually eliminated. Mr. Clancy also asked

about the monitoring well that was observed during the site visit near this dog park area. He asked for more information on the well, when it was installed and for what purpose. Mr. Shipe said he would investigate it and provide data at the next meeting.

Site 1 drainage area - The drainage system outlet structures were moved outside the 20' buffer zone as requested.

Site 2 drainage area - In this location the elevation of the discharge pipe is such that the dissipation riprap from this discharge pipe does need to be within the 20' buffer zone, however, this can be field located to avoid trees in the buffer zone.

Site 3 drainage area - which drains the road has a similar elevation challenge, so the rip rap needs to be within the 20' buffer zone to prevent erosion.

Mr. Peznola then reviewed the boardwalk surfaces which are designed to allow for light penetration. They will need to provide final construction drawings with more details.

Mr. Rains, the landscape architect reviewed the landscape plan for this project. He reviewed the species of trees and shrubs to be used, how the patio area with the pools would be landscaped and the perimeter plantings of the trees. They have chosen canopy trees that will over time provide shade. They will be planting around the dog park area as well. After much discussion on the landscaping, the Commission asked that along the border to the 20' zone, additional plantings be added as needed; this can be determined once things have been cleared. The areas below the retaining walls and edge of work should be reviewed as well as the area on Site 2 between this project and Stonegate. Mr. Rains will add a note to the plans which will bubble out these areas and note that trees will be added as needed and determined by the Commission. The Commission also discussed snow storage and noted that the storage must be on pavement and not in the woods, as plowed snow usually contains lots of trash and debris and deicing agents. They will show other snow storage areas or remove from site. There will be no deicing materials stockpiled on the site except in small quantities for walkways etc. Additional plantings around the parking lots where there are no islands need to be added. Mr. Rains indicated that some of these areas are ledge, so they could put in smaller trees, but larger trees will not work. They will add notes to the plans.

The Commission reviewed the construction sequencing plan and tracking pads etc. They noted that the standard condition to require the contractor to meet with the Commission at a regular meeting should be included in the permit.

Ms. Ryder noted that no DEP # has yet been issued and would recommend not closing the hearing until that has been received. Mr. Goddard indicated that he had spoken to DEP and they were hoping to get the number out shortly.

After further discussion, the Commission continued the hearing to the December 5, 2019 meeting.

Project Updates:

- 178 Simpson Rd. Joseph Biaszza - Mr. Biaszza did not show. The Commission asked if he had provided anything in writing as requested, Ms. Ryder indicated nothing was submitted. The Commission expressed dismay that this item couldn't be discussed to come to some resolution. The permit he has will expire in January and he will need to refile for a new Notice of Intent permit. He will need to have a survey plan showing the slopes as they are and the new slope location. They asked Ms. Ryder to issue an Enforcement Order notifying him that the work needs to stop until there is a new permit allowing him to proceed following a specific approved plan. Ms. Ryder will notify him.

Correspondence/ Other Business

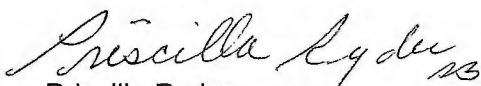
The Commission reviewed the following items and voted to approve and place on file.

- ADDA Farms Letter – RE: Felton Conservation Land, annual hay yield.
- Open Space and Recreation Plan – Review maps and discuss priorities- update to be provided at Dec. 5th meeting.
- UMass Amherst- New publication- "Forest Carbon: An Essential Natural Solution for Climate Change"
- DEP 212-1156 - 85 Dufresne Dr. – Ms. Ryder and Mr. Clancy went to do a site visit at this site as they want to move forward and start construction of the wall. They met a Fafard representative who said they would re-stake the wall location for inspection prior to doing any work. Mr. Clancy noted that this lot is now the dumping ground for soil, piping, curbing etc. This will need to be cleaned up.
- 212-1037 – Lot 14 Boivin Dr. Ms. Ryder noted that a revised plan that fits into the approved footprint, has been submitted and that they will be starting on that lot soon.

Next meetings: The Commission noted they would hold the Dec. 5th meeting, but due to a lack of quorum they would not hold a meeting on Dec. 19th. The following meetings will be January 2nd or 9th 2020.

Adjournment - There being no further business, the meeting was adjourned at 8:37 PM.

Respectfully submitted,



Priscilla Ryder
Conservation Officer

City of Marlborough Meeting Minutes

Meeting: Council on Aging Board of Directors Meeting
Date: November 12, 2019
Time: 8:30 am
Location: Sr. Center Conference Room; 40 New Street; Marlborough, MA
Attendance: Joseph Bisol, Jim Confrey, Marie Elwood, Pat Gallier, Judy Kane,
Jeanne McGeough, Michael Ossing, Trish Pope, Leslie Biggar
Excused: Brenda Costa

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 DEC 10 P 5:20

Called to order 8:30am.

Approved October minutes.

Director's Update:

1. Green house almost completed:
 - a. They have been working in the rain.
 - b. Brigham Trust will be used to pay for benches.
 - c. Vegetables used for "farm to table".
 - d. Green house helpers will get left overs.
2. The Board agreed that Sign Up for large parties and events will be open to Marlborough residents only for the first three days of Sign Up.
3. Veteran's Day Luncheon w/ Sgt. Daniel Clark scheduled for November 13th:
 - a. Free to 30 Veterans was sold out.
 - b. Hudson Sr Center could not fill all seats.
 - c. Sudbury Sr Center could not fill all seats.
4. Our Newsletter is mailed to 1700 seniors.
5. Festival of Trees will be for Marlborough residences groups only.
6. Shine is filled:
 - a. Thought of adding additional day.
 - b. Offer Shine at Needham & Framingham.
7. HVAC system is being looked at as we can only adjust the blowers not the heat.
8. Bingo Board was replaced with smaller wall board.

Baypath Update:

1. Minutes handed out from Joe Bisol.
2. Christine's position needs to be replaced.
3. Information is given to Seniors or family members:
 - a. By other seniors.
 - b. By their Doctor.

4. Not enough people to serve the Baypath needs.
5. The average person does not know what Baypath serves.
6. We can put Baypath flyers in the lobby.
7. We can add information to City web site.
8. Information is given out at the Health Fair every year.
9. Problem getting new help.
10. Meals on wheels should be ethnically planned.
11. Joe will email the Baypath PDF to the COA board members.
12. Meals on Wheels and Heart to Home both deliver meals to seniors' home:
 - a. Heart to Home meals are not large enough and cost more than the donation for Meals on Wheels.
 - b. Heart to Home delivers breakfast, lunch and dinner.
 - c. Meals on Wheels delivers lunch/ dinner only.

Transportation Report:

1. Report from Jeanne McGeough will be added from Trish.
2. Last month was busier than normal.
3. Fish is also getting slammed.
4. Transportation schedule is in newsletter.
5. Our bus will be used in the Veteran's day parade carrying Senior Veterans.

Old Business:

1. If anyone is interested in joining COA Board members, have them get in touch with Jim Confrey.
2. There was a complaint with the Halloween3 Party with the portion of the potatoes on each plate.
3. Each Yoga class has room for 25 people:
 - a. There is a waiting list for those who drop out of the class.
 - b. People sign up by putting their name in the class bucket, then 25 names are drawn.
 - i. Sign up for the new session will be on December 30th.
 - ii. Yoga classes run on and 8 week session and exercise class run on a 12 week session.
 - iii. Seniors are able to sign up for an ongoing class if there is available space.
 - c. Teacher has the say of how many seniors in each class.
 - i. All teachers agree on 25 seniors per class.
 - ii. Teacher is liable for the seniors in each class and must have insurance.
 - iii. Teacher gets own subs.

Next Board Meeting is December 10, 2019 at 8:30am in the conference room at the Senior Center; 40 New Street; Marlborough, MA.

Respectfully Submitted,
Leslie Biggar, fill in

Marlborough Historical Commission Meeting Minutes
October 17, 2019
City Hall 140 Main Street Council Committee Meeting Room

Attendees: Robert Fagone, Melanie Whapham, Brendan Downey, Andrea Bell Bergeron, Cpt. Nick Evans (Associate Member)
Absent: Alan Slattery, Pamela Wilderman (Associate Member)

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2019 NOV 27 A 11:48

Meeting called to order 7:09PM

- 1.) No meeting held in September; no minutes to approve
- 2.) Pamela informed the commission by email that there was an automobile accident at 32 Mechanic St. Original Building façade damaged. This property is part of the Monument Square Local Historic District. However, the Local Historic District exists without any current governing body. Whose responsibility does this fall under? Discussion. Andrea to send note to city solicitor cc mayor: is this in MHC purview or should there be a separate body governing the district. Vote to send letter: Unanimous.
- 3.) Chair met with the Mayor on 10/9. Part of a regular up-dating session. Bob shared current Commission initiatives: House signs; Scenic roads; Mayor offered mailing services to the Commission where appropriate since we have no budget; Demo delay order progress covered: Emphasis placed on the need for the Demo Delay Project and the role of the Historical Commission as “advisory” only. Chair mentioned he was still interested in getting a realtor or architect to serve on the board as vacancies occur.
- 4.) Historic House Signs Project. Discussion:
 - a.) Using the schools as a source of labor and materials probably won't work because of the school's own agendas, testing-points and exam schedules. Need to engage a professional sign maker.
 - b.) Pick a pilot neighborhood, for example Church Street. Letter campaign, outreach, neighborhood meeting, offer to supply local residents with signs.
 - c.) a motion was made to engage Church Street as our initial targeted neighborhood. Motion passed unanimously.
 - d.) Mayor earlier confirmed money could be available in his budget to produce a reasonably small number of signs.
 - e.) Chair will work out a process to move this project forward in small neighborhood “chunks.”
- 5.) “Scenic Roads” and signs. State Regs. based solely on shade trees and ancient stone walls. MGL.Chp 40 §15c. None of our Council approved scenic roads are marked as such. Mayor asked to make sure they are still “scenic”. Lots of questions here. Perhaps we can put on the back burner for the time being. But “signage” is a priority with this Historical Commission as our motto indicates: Preservation by Education.
- 6.) Demo Delay Order progress. Melanie will update the current draft based on feedback from the building commissioner's comments. Again, positioned to mayor as inclusive, not restrictive. MHC will act in an advisory capacity only. This project is still considered MHC Top priority. With City-wide elections coming up, we should work toward completing this after January 1st. Andrea will refresh the PowerPoint presentation and circulate to commission members.
- 7.) Motion to adjourn. Seconded and so moved 8:19PM

Respectfully submitted,
Brendan Downey

MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752

1A

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
October 21, 2019

Call to Order

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

2019 DEC - 2 A 11:17

1. Meeting Minutes

A. October 07, 2019

On a motion by Mr. LaVenture, seconded by Mr. Russ, the Board voted to approve and file the meeting minutes of October 07, 2019. Motion carried.

2. Chair's Business

A. Set Public Hearing Date – Council Order Number 19-1007738C, Proposed Zoning Amendment Section 650-8, 269 Mechanic Street. Proposed change from Limited Industrial to Residence B. (Assessor's Map 56, parcel 126, plus a small area behind the parcel within an easement area.) Attorney Norris Present. November 18, 2019 was chosen for the hearing date.

B. Set Public Hearing Date – Council Order Number 19-1007716A, Proposed Zoning Amendment, Section 650-7, entitled "Districts Enumerated"; Section 650-17, entitled "Table of Uses"; New Section, Section 650-40, entitled "Special Provisions Applicable to the Route 20 East (R20E) Zoning District. December 2, 2019 was chosen for the hearing date.

C. Open Space/Recreation Plan Update

Chairperson Fenby informed the Board that the Open Space Committee will accept final comment on the City's open space plan. The plan was developed during the last year, and they anticipate releasing the report in March of 2020. The Board will invite Conservation Officer Ryder to an upcoming meeting in the February timeframe to review the work prior to publishing the report.

3. Approval Not Required

A. Engineering Review, ANR Application: Filomena Connor, Paul Connor, Paul DiTullio; Engineer: Connorstone Engineering, Inc. 10 SW Cutoff, Northborough, MA 01532; Description of Property: Middlesex South Registry of Deeds, Book 19669, Page 89; Book 20809, Page 350; Book 40262, Page 318; Book 40726, Page 371. Lots and description of property: Lots located between 297 DeSimone Drive & 3 LaRose Drive.

Mr. LaVenture read a portion of the October 16, 2019 favorable recommendation letter from Assistant City Engineer Collins into the record. Prior to taking the vote, Chair Fenby asked City Engineer DiPersio to review the driveway easement on two of the new lots. Mr. DiPersio explained that the plan creates an Access and Egress Easement over Lot-1 and Lot-2 to correct a driveway encroachment for Lot-4. The driveway leading to the barn on Lot-4 (23 LaRose Dr.) is on a portion of both Lot-1 and Lot-2. On a motion by Mr. Elder, seconded by Mr. Russ, the Board voted to endorse and file the referenced plan of land believed to be Approval Not Required under the Subdivision Control Law. Motion carried.

4. Public Hearings (None)

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

A. Goodale Estates- Kevin Gillis, Managing Director, Northborough Capital Partners, LLC

i. City Engineer DiPersio began by reviewing the proposed roadway profile. The plan prepared by Bohler Engineering shows a slightly higher profile than the original plan.

City Engineer DiPersio said the new profile changes the grade from 3% to 4.5%, which is still within the design criteria of the City's regulations. The new road profile would be about 1' higher. The Board asked the City Engineer if he had any concerns about the proposed grade. Mr. DiPersio said the new vertical grade allows greater utility coverage. This new grade will further protect the water line. The Board agreed. The Board wondered whether there were enough materials on site to change the grade. Mr. Gillis indicated that about 1' of gravel is needed at the base of the roadway, but other sections of the roadway are where they need to be. On a motion by Mr. Fay, seconded by Mr. Elder, the Board voted to accept and file the new roadway profile prepared by Bohler Engineering. Motion carried.

- ii. Letter from Kevin Gillis regarding subdivision extension request (Blight Determination, Tax Status, New Schedule) Current expiration: 11-24-19

Mr. LaVenture read the October 16, 2019 extension request letter from Mr. Gillis, who seeks a one-year extension on the Goodale Estates subdivision approval. Mr. LaVenture reviewed the required extension supplements which included the following: The 10-16-19 letter from Code Enforcement Wilderman confirming the site is free from blight; The 10-17-19 email from Collector, Eileen Bristol, indicating that the property taxes are up to date; The revised subdivision completion schedule.

Mr. Gillis said that the current priorities are getting a roadway base layer completed, continued catch basin construction and the installation of fencing around the catch basin. Mr. LaVenture noted that relocating the access road was not included in the new schedule. What impact will that have on the schedule? Mr. Gillis was not concerned about that. He said that work on the left side of the property (the area of the temporary access road) will continue once the base layer of the subdivision road is complete. Mr. DiPersio commented that the two are closely related, since once there is pavement down, the site's drainage will completely change. He did feel that the completed portion of the detention basin does have some capacity to accept runoff now, but the basin work should continue.

Mr. Fay expressed concern with the lack of progress in the past year. He speculated that approving a one-year extension without the developer meeting benchmarks could result in history repeating itself. Mr. Gillis acknowledged that he is a banker, and that subdivision development is not his specialty. He is similarly concerned with the delays but is committed to making meaningful progress. Mr. Russ asked Mr. DiPersio how much "actual work" time is necessary to complete the subdivision? (roadway and utility infrastructure) Mr. DiPersio estimated three months of concerted effort. On a motion by Mr. Fay, seconded by Mr. Elder, the Board voted to accept and file the items under 5A ii and to extend the subdivision approval on the Goodale Estates Subdivision until 06-30-20. Motion carried. The Board will monitor progress from now through spring. For the benefit of the neighborhood, the Board is expecting meaningful progress from the developer.

B. Howe's Landing -- Release of Tripartite Agreement

Mr. LaVenture read the 8-30-19 letter from Attorney Paul Galvani. While the subdivision bond was reduced to zero at the Planning Board meeting on 9-23, the release of the Tripartite Agreement was still outstanding. Ms. Fenby asked if Legal had reviewed the release. Ms. Holmi confirmed yes. The Legal Department confirmed the release was in proper legal form. On a motion by Mr. Fay, seconded by Mr. Elder, the Board voted to accept and file the correspondence and to sign Exhibit "B", Certificate of Release for the Howe's Landing development.

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

7. Definitive Subdivision Submissions (None)

8. Signs (None)

9. Informal Discussion (None)

10. Unfinished Business (None)

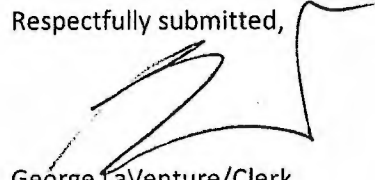
11. Calendar Updates

- A. Goodale Estates Subdivision Extension Approval until June 30, 2020.
- B. Public Hearing - Council Order Number 19-1007738C, Proposed Zoning Amendment Section 650-8, 269 Mechanic Street. November 18, 2019
- C. Public Hearing - Council Order Number 19-1007716A, Proposed Zoning Amendment RT 20 East Zoning District. December 2, 2019

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

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

Respectfully submitted,

A handwritten signature in black ink, appearing to read "George LaVenture". The signature is stylized with a large, sweeping initial "G" and a long horizontal stroke extending to the right.

George LaVenture/Clerk

/kih

MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752

1B

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
November 18, 2019
2019 DEC - 2 AM 17

Call to Order

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

1. Meeting Minutes (None)

2. Chair's Business

- A. Chair Fenby informed the Board of a request by First Colony Crowley Drive One, LLC. An ANR submission at 92 Crowley Drive is planned for the 12-02-19 Planning Board meeting. The project on the adjacent lot has been previously reviewed in Site Plan Committee. First Colony respectfully requests that the Planning Board refer the ANR plan to Engineering. Ms. Fenby asked City Engineer DiPersio to comment on the substance of the ANR. Mr. DiPersio said the matter was a straightforward land swap between parcels of commonly owned property. The land swap would not adversely affect the existing building on Lot #3. The ANR is intended to accommodate a portion of the parking lot for the planned retirement community next door. On a motion by Mr. Russ, seconded by Mr. LaVenture, the Board referred the plan to Engineering for review and recommendations. Motion carried. The applicant is required to formally present the ANR plan at the Planning Board meeting on 12-02-19.

3. Approval Not Required (None)

4. Public Hearings

- A. Council Order Number 19-1007738C, Proposed Zoning Amendment Section 650-8, Boundaries Established; 269 Mechanic Street. Proposed change from Limited Industrial to Residence B. (Assessor's Map 56, parcel 126, plus a small area behind the parcel within an easement area.) Attorney Michael Norris present.

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

Presentation:

Attorney Michael Norris of 171 Locke Dr. is back with a slightly modified request for a zoning amendment for the property at 269 Mechanic St. The new zoning amendment includes an additional area in the rear of the building, because the building extends beyond the rear property line. Attorney Norris showed the location of this encroachment. The property is currently between two zones, the front half of the parcel RB (Residence B) and the abutting area to the north is LI (Limited Industrial). The proposed use is to convert the warehouse to condo units after rezoning the entire parcel to RB.

Speaking in Favor:

No person spoke in favor of the proposed amendment. Ms. Fenby closed that portion of the hearing.

Speaking in Opposition:

No person spoke in opposition to the proposed amendment. Ms. Fenby closed that portion of the hearing.

Questions and Comments from Board Members:

Given the proponent for the zone change does not own the property, Mr. Elder asked Attorney Norris if he is within his rights to request the zone change.

Attorney Norris indicated he had consulted with City Solicitor Grossfield, and Solicitor Grossfield had confirmed that the petitioner was within his rights. That Legal determination wasn't shared with the Board. The proposed zoning amendment was changed to include the portion of the building that was encroaching into City property. The existing deed also contains a maintenance easement. Mr. Russ asked Attorney Norris if his client intended to add on to the building. Attorney Norris said no, there are no plans to increase the building footprint. The Board would like to hear from the City Solicitor on the following points: 1) Does the proponent have the right to rezone a property or a portion of a property that is not owned by the proponent. 2) Can the new owner legally redevelop the property even though the property lies, in part, on city property. On a motion by Mr. Elder, seconded by Mr. LaVenture, the Board voted to refer the preceding questions to the City Solicitor for comment. Motion carried.

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

A. Goodale Estates- Goodale Estates- Recording of Open Space Deed (Bk 73647 page 403)

On a motion by Mr. Mr. Hodge, seconded by Mr. Russ, the Board voted to accept and file the recorded deed for the open space parcel of Goodale Estates Subdivision. Motion carried.

City Engineer DiPersio updated the Board on site progress. The binder layer is now down. Granite curbing is on site, but not installed. The owner must request a bond to secure the completion of the subdivision and obtain lot releases or make any conveyances.

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

7. Definitive Subdivision Submissions

A. Definitive Subdivision Application: Richard and Joan Lavoie, 24 Clearview Drive and Richard Archibald, 18 Clearview Drive. Engineer: Robert Parente, 118 Deerfoot Rd., Southborough, MA 01772. Description of Property: 18 and 24 Clearview Drive, Marlborough, MA 01752.

Mr. Parente was present to introduce the definitive subdivision submission at 18 and 24 Clearview Dr. The applicant is seeking approval of the plan under subdivision control law including a waiver for the frontage of house #18, which is less than the required frontage of 100 feet for the A-3 zoning district. The plan will remedy an encroachment issue between the two properties. December 16, 2019 was identified as the next available date for the public hearing on the subdivision application. The hearing will be advertised for December 16, and abutters will be notified by mail. On a motion by Mr. Elder, seconded by Mr. Russ, the Board voted to accept and file the application. Motion carried.

B. Definitive Subdivision Application: Marlborough/Northborough Land Realty Trust c/o The Gutierrez Company, 200 Summit Drive, Suite 400, Burlington MA 01803. Engineer: Connorstone Engineering, Inc., 10 Southwest Cutoff, Suite 7, Northborough, MA 01532. Description of Property: Middlesex South Registry of Deeds Book 31932 Page 445. (Property described as 10.6 acres located at the northeast corner of Ames St. & Forest St.)

Vito Colonna of Hancock Associates and Scott Weiss of The Gutierrez Corporation were present for the introduction of the definitive subdivision application. Mr. Colonna explained that the submittal is essentially the same plan as the Commonwealth Heights plan that was previously approved in 2007. There are minor changes from the original plan including changes to the granite curbing, updates to stormwater standards and updated utilities. Mr. LaVenture read the 10-24-19 cover letter from Mr. Colonna to the Board detailing the project overview. On a motion by Mr. Russ, seconded by Mr. Elder, the Board voted to accept and file the letter. Motion carried.

Mr. Elder addressed the room and disclosed that while he is not an identified abutter, he lives in proximity to the project. He has reached out to the City Solicitor's Office to seek guidance on whether he has any conflicts in participation or voting on this matter.

8. Signs

- A. Communication from Code Enforcement Officer, Pam Wilderman, Re: Doble Engineering, 123 Felton St. Mr. LaVenture read the 10-23-19 letter from Code Enforcement Officer Wilderman into the record. Ms. Wilderman's letter stated that upon further review, Doble's building size allowed for a sign "bonus area". A Planning Board variance for sign square footage was not required.

9. Correspondence

- A. Invitation to Planning Board Members " The Branches " Grand Opening – Nov. 19
On a motion by Mr. Elder, seconded by Mr. LaVenture, the Board voted to accept and file. Motion carried.

10. Unfinished Business (None)

11. Calendar Updates

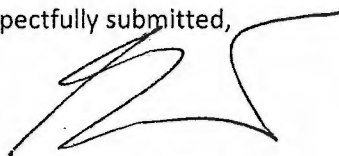
- A. 18 and 24 Clearview Definitive Subdivision Public Hearing – 12-16-19 7:00 pm
B. Commonwealth Heights Definitive Subdivision Public Hearing – 12-16-19 7:10 pm

12. Public Notices of other Cities & Towns

- A. Town of Sudbury (3 Notices)
B. City of Framingham (13 Notices)
On a motion by Mr. Elder, seconded by Mr. Russ, the Board voted to accept and file the notices. Motion carried.

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

Respectfully submitted,



George LaVenture/Clerk

/kih



**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, October 30, 2019 at 10:00 am in Memorial Hall, 3rd Floor, City Hall. Members present: Chairman - Police Chief David Giorgi, DPW Commissioner John Ghiloni, Fire Chief Kevin Breen and City Clerk Steve Kerrigan. Also present: City Engineer Tom DiPersio, Assistant City Engineer Tim Collins, Officer Andy Larose - MPD Traffic Services Unit, City Councilor Katie Robey and Monica Lucey, Dean of Faculty & Academics for Hillside School. Minutes taken by Karen Lambert, MPD Records Clerk.

1- Minutes

The minutes of the Traffic Commission meeting of Wednesday, September 25, 2019.

MOTION was made, seconded, duly VOTED:

TO APPROVE – All in Favor - Accept and Place on File.

2 - New Business

2a) E on Main Street – Review of Traffic Management Plan.

Tim Collins sent an email to Chief Giorgi advising that building demolition and utility removal/installation would begin on Main Street on November 12th. He also provided specifics on the closing of the sidewalk and parking spaces in front of the site. They would also need to close specific parking spaces on the opposite side of the street while working on the utilities. Traffic would need to work around the project. He also included a diagram of the area for clarification.

The discussion involved just the demolition phase at this point. They will be using a claw to knock down the building and everything that comes down will be contained on the lot. No explosives are to be used.

Mr. Collins advised that the developers wanted to start sooner, however, they were unable to because of the Horribles Parade and the Veterans' Day Parade.

MOTION was made, seconded, duly VOTED to APPROVE the Traffic Management Plan as outlined by Mr. Collins. ALL IN FAVOR.

2b) Hillside School – Dangers on Robin Hill Street.

Several representatives from Hillside School have expressed concern regarding this issue. Monica Lucey, Dean of Faculty & Academics, was in attendance. She said that students have to cross Robin Hill Street to access buildings on the opposite side. A big concern is between 8 and 9 pm when students are crossing to go back to their dorms. It is very dark and cars fly down the street. There is an existing crosswalk, however, they would like to see another one further down the road closer to the dorms. Tim Collins brought up an aerial photo of the school along with photos of the current crosswalk from both the eastbound and westbound approach. Mr. Collins advised that the tough part is that there are no sidewalks here.

Ms. Lucey agreed that there is no sidewalk and that students cut through a path in the grass to get to the two dorm locations. She explained that the classroom side is currently under construction as they are building a new dorm. The project will last about 1 ½ years. When the project is complete, students will no longer be housed in the dorms across the street.

Speed is also a major concern. Ms. Lucey said that they would like to see a School Zone established here with a reduced speed limit. Currently, there is nothing denoting that this is a school zone and there are also no speed limit signs. Officer Larose advised that he did a speed study here using the portable speed signs. The speed limit is 30 mph. The study showed that the 85th percentile on the westbound side was traveling at 27.4 mph. The average volume was 554 cars, which is actually lower than he was anticipating. The highest speed was 45 mph. The highest volume was at 7:00 am and 7:00 pm. Officer Larose found that vehicles on the eastbound side (heading from Northboro toward Bigelow Street and the mall) were traveling slightly faster on average. The 85th percentile was 31.2 mph with a maximum speed of 47 mph and an average volume of 617 cars per day. The green area on the graph shows those traveling at the speed limit or less. Chief Giorgi asked if the volume goes down as the day progresses. Officer Larose found the highest volume to be between 3:00 – 5:00 pm.

Tim Collins advised that the State has to approve a School Zone. One of the requirements in the warrants is that there is a crosswalk where children can safely cross, however, to safely cross there must also be sidewalks. He pulled up a copy of Chapter 7E – Official Standards for School Zones, which outlines the required warrants and speed limit signs. It also states that the speed limit in a school zone is 20 mph and must contain the specific hours the speed limit is in effect or “when children are present”. The state may require that a sidewalk be installed before adding a new crosswalk and approving a School Zone.

Chief Giorgi also asked about signage that would at least indicate that a school is ahead. Dean Lucey advised that there is a sign on each side that states “Entering Hillside School

– Please Drive Slowly”. John Ghiloni said that the City should make a request to the State now to create a School Zone in the area and see what they say. Tim Collins advised that he does not see any problem with adding a crosswalk and appropriate signage since this is all a temporary situation. The students will no longer need to cross the street to get to their dorms once the dorms are constructed.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to install the crosswalk and appropriate signage and make a formal request to the State for the creation of a School Zone in the area of Hillside School.

2c) Request to review “error default” mode on lights at Granger/Main/W. Main.

This request came from a local resident who was involved in an MVA at this intersection when the lights were not operating properly. The current default mode is for flashing yellow for Main St. and flashing red for Granger and Mechanic. She is requesting that it be set to flashing red in all directions due to the limited visibility from Granger looking to the right onto Main St.

Tim Collins advised that this situation with the lights only occurs when the power goes out. Normally, red means stop and yellow means stop and proceed with caution. He advised that not everyone seems to know the “rules of the rode” and they don’t know what to do when they come to this situation. He pulled up a page from a manual explaining what to do at a four-way stop. Specifically highlighted on the page was “at a four-way stop, vehicles must go in the order they were stopped. The first to stop is the next to go. If in doubt, give the right-of-way to the driver on your right.” If the lights were flashing red in all directions he thinks it would be too confusing as to who is supposed to proceed first.

MOTION was made, seconded, duly VOTED to REFER to Sgt. Attaway to get back to the resident and advise as to the discussion. ACCEPT and PLACE ON FILE.

2d) Request for No Parking signs near Intersection of Pleasant & Elm.

Chief Giorgi received this request in an email from Councilor Juare. Tim Collins reviewed that this same request has already been discussed and approved. The regulation is in place but the signs were never installed due to a backlog in the sign department. He advised that the No Parking signs are now in place. Councilor Robey said she drove by there this morning and saw cars clearly parked in front of the No Parking signs.

Chief Giorgi said that this could possibly be because the signs are so new. Officer Larose said that he can talk to the management at the apartment complex on the corner and leave notices in the window or near the mailboxes so that people will know about the change. Notices can’t be placed inside the mailboxes because they are locked.

MOTION was made, seconded, duly VOTED to REFER to the POLICE DEPARTMENT for ENFORCEMENT.

2e) Follow up on Parking Ban exception for Monument Ave.

Chief Giorgi received an email requesting an update on this issue since the winter parking ban will be starting soon. The issue was previously removed from the agenda until the issue regarding the License to Encroach was dealt with for 26 Monument Ave. In her email, the resident said she was aware that the License to Encroach was revoked and that this was done in an effort to provide parking for both 24 and 26 Monument Ave. However, there is still not enough parking for everyone living on the street. She said there are a total of 5 multi-family homes here and only one has enough parking available for the residents to be able to park off the street during the winter parking ban. She is again asking if they can use the cul-de-sac at the top of the street for parking during the winter.

Tim Collins pulled up a copy of the original letter requesting the exception. He also explained again that the City Council has revoked the License to Encroach. He also pulled up a photo of the area for reference. Commissioner Ghiloni said that he “is struggling with the exception”. There are many areas of the city where there are not enough driveways for all vehicles. During a snow emergency, when the parking ban is in effect, the plows would not be able to clear the cul-de-sac if cars were parked all along the edge. On a street like High Street, the plow can go straight down the road and push the snow to the end and then the residents come out to dig out from the plows. If there were cars parked in the cul-de-sac he questioned where the city was supposed to put all the snow which would normally be pushed up onto the lawn.

Steve Kerrigan said that a lot of people use the lot for the Senior Center to park. Mr. Collins added that there is no overnight parking allowed here though. Many residents have to move their cars to the parking deck for overnight parking during the parking ban. Commissioner Ghiloni said that when people don’t move their cars for plowing, it creates problems for hours and hours later. For the most part, the parking ban is not an issue, however, in a snow emergency it is a big issue for snow removal when cars are not moved.

MOTION was made, seconded, duly VOTED to REFER to Chief Giorgi to respond back to the resident regarding the discussion. Residents have to take the appropriate measures when the weather dictates. ACCEPT and PLACE on FILE.

2f) Request for left run arrow at Landry onto Ret. 20.

The Traffic Commission received a letter from a local resident describing how dangerous it is to try to proceed across Rt. 20 from Glenn Street when “9 out of 10 cars will come out of Landry Street onto Rte. 20” without yielding the “right of way” to those going straight. Tim Collins pulled up a diagram of the intersection for reference. He reviewed that the “rule of the road” is that if you are turning left you need to wait and yield to those going straight across. He explained that Rte. 20 is a state-owned road and that the City does not have control over this roadway. He also said that if any change is made to the light, the entire intersection would need to be upgraded to current day standards at the same time. It is not as simple as just changing a bulb and program. It would be a very expensive project for many reasons. It was also discussed that at the intersection of Stevens St. and Lincoln Street there is a sign that says, “Yield to Green on Arrow”. This sign had to be installed by the State.

MOTION was made, seconded, duly VOTED to REFER to Sgt. Attaway to get back to the resident and explain what was discussed.

3-Old Business

3a) Parking Issues on John Street around the playground area.

Update: Tim Collins pulled up a diagram of the area with the proposed No Parking signs and Caution Playground Ahead signs. They are still not clear as to exactly where the new crosswalk will be located.

MOTION was made, seconded, duly VOTED to TABLE until the St. Mary's Plan is finalized.

3b) Crosswalk Concerns on Stevens Street near Lodi Road.

Update: Tim Collins advised that the proper signage is now in place.

MOTION was made, seconded, duly VOTED to REMOVE from the AGENDA.

3c) Request for a Truck Exclusion on Stevens Street.

Update: Tim Collins is still trying to work on the truck count but has been having problems with the counters. He is working with the counter company and our IT Department to get them working properly.

MOTION was made, seconded, duly VOTED to TABLE until the truck count is completed.

3d) Crosswalk request / parking issues on Dicenzo Blvd.

Update: Chief Giorgi created the regulation for the two new crosswalk locations on Dicenzo Blvd. at Lilac Circle and Target/Home Depot and presented it for a vote. Tim Collins also advised that the edge lines will be painted but the City needs to hire a contractor to do it because it is a long area and the DPW only has a push machine. He thinks the crosswalks should be able to be installed before the winter.

MOTION was made, seconded, duly VOTED to APPROVE the regulation for the two new crosswalk locations. Steve Kerrigan will advertise the regulation. ACCEPT and PLACE ON FILE.

3e) Issues concerning the Commercial Motor Vehicle Restriction on various roads.

Update: Tim Collins advised that the new signs have been installed as well as completion of the other action items on the list from the last meeting, such as moving signs to better locations. He passed out a diagram indicating where signs were placed and the specific wording used on the signs.

MOTION was made, seconded, duly VOTED to REMOVE from the AGENDA.

Chief Giorgi asked to suspend the rules to discuss an item not on the Agenda.

Request for No Parking – Mechanic Street.

Chief Giorgi advised that he received an email from Officer Connors on this issue. He is requesting if it would be possible to have the east side of Mechanic Street posted as No Parking from Lincoln St. to Witherbee St. during the evening commute. He has seen the area become “impassible for periods, including pockets of gridlock”.

Tim Collins brought up a photo of the area for reference. There is a citywide ordinance in place which states there is no parking allowed within 20 feet of in intersection. There are also signs there indicating time limit parking, however, they are partially hidden under the canopies of the building. There is also a market there where trucks park in the road to make deliveries. They are possibly staying here longer than necessary.

Chief Giorgi asked if it would be possible to move the signs away from the building and place them closer to the street so they will be more visible. Tim Collins said that the signs were set back closer to the building so they would not interfere with the sidewalk plow used in the winter. Commissioner Ghiloni agreed that the signs do need to be moved closer to the curb in order for the parking restriction to be enforced. All agreed. Steve Kerrigan asked if it would be possible to add wording to the sign that would indicate No Parking from 4-6 pm to help alleviate congestion.

Officer Larose said that this must be more of an issue in the evening as he has not had a problem with this area during the day.

Commissioner Ghiloni asked if the group could monitor the area more closely over the next month and report back at the next meeting. Chief Giorgi advised that for now he would like to see the existing signs moved closer to the curb so that the restriction can be enforced.

MOTION was made, seconded, duly VOTED to REFER to the DPW to move the existing signs closer to the curb and to the POLICE DEPARTMENT for ENFORCEMENT.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 10:57 am.

Respectfully submitted,

Karen L. Lambert
Records Clerk
Marlborough Police Department

List of documents and other exhibits used at the meeting:

- City of Marlborough Meeting Posting for Traffic Commission Meeting on Wednesday, October 30, 2019 including meeting agenda.
- Draft of Traffic Commission Minutes from Wednesday, September 25, 2019.
- Email from Tim Collins to Chief Giorgi, dated 10/24/19, Re: E on Main Street – Traffic Management Plan (including diagram).
- Email from Jennifer Lagor, Associate Director of Administration at Hillside School to Chief Giorgi, dated 10/17/19, Re: Hillside School – Dangers on Robin Hill Street.
- Email from Sgt. Attaway to the Traffic Commission (forwarded by Karen Lambert), dated 10/17/19, Re: Hillside School.
- Email from Sgt. Attaway to the Traffic Commission (forwarded by Karen Lambert), dated 9/18/19, Re: Agenda Item for October Meeting (“error default” on lights at Granger/Main/W. Main.
- Email from Councilor Juairé to Chief Giorgi, dated 10/15/19, Re: Pleasant and Elm Street Intersection.
- Email from Sam Slattery to Chief Giorgi, dated 10/16/19, Re: Parking Ban.
- Copy of a letter from Pat McClay to the Traffic Commission, dated 9/29/19, Re: Request for left run arrow at Landry onto Rte. 20.
- Copy of Regulation to add two new crosswalk locations on DiCenzo Blvd. (1 at Lilac Circle and 1 at Target/Home Depot).

Additional Handouts:

- Aerial photo of Hillside School Area.
- Photos of Westbound and Eastbound approaches to school crosswalk, including Advance Warning Signs and Crosswalk Signs.
- Copy of MA DOT Highway Division information on Chapter 7E – Official Standards for School Zones with Section 7E-s School Zone Speed Limit Signs highlighted in yellow.
- Copy of Section 4D.30 Flashing Operation – Signal Indications During Flashing Mode.
- Copy of requirements regarding Four-Way Stops – who has the right of way?
- Diagram of John Street around the playground with proposed No Parking Signs and Advance Warning Signs for the playground.
- Engineering Diagram of project at South Bolton Street and John Street.
- Diagram of Truck Exclusion Warning on Farm Road.
- Diagram of Truck Exclusion Warning on Boston Post Road East.
- Wording for Truck Exclusion signs with specific description of placement.



City of Marlborough
Zoning Board of Appeals
140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3768

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Minutes
November 26, 2019

- Location: 17 Beauregard Circle (continuation) – Zoning Board of Appeals Case #1461-2019

Applicant: Thomas Potter

Date of Appeal: Sept. 20, 2019

Location of Subject Property: 17 Beauregard Circle

Petition: Thomas Potter desires to construct a 16 ft. x 15 ft. covered porch and a 14.5 ft. x 15 ft. deck at the rear of his house, and to expand his current driveway at 17 Beauregard Circle. Map 18, Parcel 154, located in Zoning District A-2. The proposal does not comply with Chapter 650-41 "Table of Lot Area, Yards and Height of Structures", Chapter 650-48 "Off Street Parking" and Chapter 650-49 "Driveways and curb cuts" as follows:

1. Total required maximum Lot Coverage is 30% vs. the proposed 35.9%
2. Expanded driveway, Chapter 650-48C(5b-1) Required minimum setback of 5 ft. vs. proposed rear right side setback .8 ft.
3. Proposed driveway expansion attached to the right side of the house. Chapter 650-49(2c) no driveway shall be located within 5 ft. of a building, except for driveway intended for drive-up window service.

Meetings: The Zoning Board of Appeals held a public hearing on October 22, 2019 at 7:30 PM at Marlborough City Hall, 3rd Floor-Memorial Hall, with a continuation hearing on November 26, 2019 at 7:00 PM.

Members present: Paul Giunta-Chairman, Ralph Loftin, Thomas Pope, Thomas Golden and Robert Levine.

Also, present: Thomas Potter, applicant.

The applicant, Mr. Potter, submitted a revised plan dated Rev. 11/25/2019. (copy in Board's file) On the revised plan, the applicant has eliminated the expansion of the proposed driveway at the side of the garage as suggested by the Board.

As a result with the elimination of the proposed expansion of the driveway, and calculating all existing and proposed structures (including deck) on the lot, Lot Coverage is currently at 32.7% vs. the minimum required 30%.

Existing on the lot is the house and an existing shed which sits on a slab. Being proposed is an elevated open deck, and a proposed enclosed porch.

Hardship: The applicant stated hardship is due to the shape of the lot and having less area than a conventional residential lot. This house is located within an Open Space Subdivision, in which the house lots are smaller and everything on the lot is included into the lot coverage calculation. The shape of the lot is an odd rectangular shape. Because of this, his open patio and enclosed porch exceeds the minimum required 30%.


The Board stated they would like the Building Department to review this revised plan, dated November 25, 2019 before the Board voted on this petition. With the applicant's consent, the public hearing was continued to December 10, 2019 in order for the Building Department to reviews said revised plan.

A motion was made by Thomas Golden, to continue the public hearing to December 10, 2019 in order for the Building Department to review the revised plan dated November 25, 2019. Ralph Loftin seconded the motion.

The Board voted 5-0 to continue the public hearing to December 10, 2019 in order to vote on said petition and review some draft conditions.

Being no further business, the public meeting was adjourned.

Respectfully submitted,


Paul Giunta *PS*
Zoning Board of Appeals
Chairman