

REGULAR MEETING
JUNE 8, 2020
TIME: 8:00 PM

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

CONVENED:
ADJOURNED:

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 JUN -4 P 3:00

This meeting of the City Council will be held virtually on Monday, June 8, 2020 at 8:00 PM with Councilors attending in person and/or remotely. **NO PUBLIC ATTENDANCE WILL BE PERMITTED.** This meeting will be televised on WMCT-TV (Comcast Channel 8 or Verizon/Fios Channel 34) or you can view the meeting using the link under the Meeting Videos tab on the city website (www.marlborough-ma.gov).

1. Minutes, City Council Meeting, May 18, 2020.
2. PUBLIC HEARING On the Application for Special Permit from Attorney Brian Falk, on behalf of WP Marlborough MA Owner, LLC, to build a multifamily residential project in the Business District to be known as Volaris Marlborough, consisting of 188 units in 4 buildings at 339 Boston Post Road East, Order No. 20-1007995A.
**** THIS PUBLIC HEARING WILL BE CONTINUED TO JULY 20, 2020 AT 8:00 PM WITH NO TESTIMONY BEING HEARD. ****
3. PUBLIC HEARING On the Proposed Zoning Amendment to Chapter 650 to add a new §38 relative to creating a Large-Scale Ground-Mounted Solar Photovoltaic Overlay District, Order No. 20-1007975.
**** TO PARTICIPATE IN THIS PUBLIC HEARING PLEASE CALL 1-617-433-9462 AND ENTER THE CONFERENCE ID 131 881 974 #. ****
4. Communication from the Mayor, re: Transfer Request in the amount of \$485,113.00 which moves funds from Economic Development to MEDC to fund the FY21 operations of Marlborough Economic Development Corporation.
5. Communication from the Mayor, re: Proposed Order authorizing the Mayor to acquire the property located at 25 Witherbee Street, identified as Map 69, Parcel 244 for the Library expansion project, and a Transfer Request in the amount of \$481,291.00 from Free Cash to Capital Outlay-Land Acquisition to fund the purchase.
6. Communication from the Mayor, re: Transfer Request in the amount of \$22,219.15 which moves funds from Reserved for Salaries to various accounts to fund the recently ratified MMEA collective bargaining agreement.
7. Communication from the Mayor, re: Grant Acceptance in the amount of \$41,966.00 for the Police Department from the Department of Justice, to fund the purchase of protective equipment.

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.

8. Communication from the Mayor, re: Grant Acceptance in the amount of \$10,500.00 for the Police Department from the Executive Office of Public Safety, to be used for traffic enforcement focusing on impaired driving, speeding and distracted driving.
9. Communication from the Mayor, re: Grant Acceptance in the amount of \$6,000.00 for the Police Department from the Executive Office of Public Safety, to be used for enforcement of safety laws related to motorists, pedestrians and bicycles.
10. Communication from the Mayor, re: Grant Acceptance in the amount of \$2,065.80 for the Police Department from the Executive Office of Public Safety to be used for the purchase of 30 car seats to be distributed to Marlborough residents in need of an appropriate seat for their child.
11. Communication from the Mayor, re: Proposed Reorganization of Finance Department.
12. Communication from the Mayor, re: Appointment of Laurent Lemieux as Plumbing Inspector for a three-year term from date of confirmation, along with a proposed Order to allow Mr. Lemieux to start at step three of the salary schedule.
13. Communication from the Mayor, re: Upgrade of Board of Health/License Board Clerk from Senior Clerk to Principal Clerk effective May 25, 2020.
14. Communication from the Mayor, re: Proposed Amendment to Tax Increment Financing Agreement (TIF) between GE Healthcare Bio-Services Corp. (GEHC) and Atlantic-Marlboro Realty, LLC and the City of Marlborough.
15. Communication from the Mayor, re: Standard and Poor's Global Bond Rating of AAA for the City of Marlborough.
16. Communication from the Planning Board, re: Favorable Recommendation and comments on the Proposed Zoning Amendment to Chapter 650 §5, §17 & §18 relative to Contractor Yards and Landscape Contractors Yards and the Proposed Rezoning of land located on Farm Road, identified as Map 85 Parcel 12, Order No. 20-1007947E.
17. Communication from Councilor Robey, re: Proposed Zoning Amendment to Chapter 650 §5, §17 & §18 relative to Contractor Yards and Landscape Contractors Yards and the Proposed Rezoning of land located on Farm Road, identified as Map 85 Parcel 12, Order No. 20-1007947E.
18. Petition from Eversource Energy to install approximately 185' of 2" IP plastic pipe as a gas main extension on Union Street from 215 Union Street towards Hollis Street.
(Plans are available in the City Clerk's Office for viewing).
19. Communication from Commonwealth of Massachusetts Division of Banks, re: Public Comment on a license application filed by Marlboro Services, Inc. d/b/a Brasil Remessa, 576 Boston Post Road East, to operate as a check casher.
20. Minutes of Boards, Commissions and Committees:
 - a) School Committee, May 12, 2020.
 - b) Fort Meadow Commission, September 19, 2019.
 - c) Historical Commission, April 30, 2020.
 - d) Planning Board, April 27, 2020.
 - e) Retirement Board, April 28, 2020.

21. CLAIMS:

- a) Lisa Ann Trudeau, 29 Bellows Circle, residential mailbox claim (2a).

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From City Council

- 22. **Order No. 20-1008011 – Application for Renewal of Junk Dealer/Secondhand Dealer License, Best Buy Stores LP #820, d/b/a Best Buy, 769 Donald J. Lynch Boulevard, ITEM WAS TABLED UNTIL THE JUNE 8, 2020 CITY COUNCIL MEETING.**
 - a) Communication from Police Chief Giorgi indicating no objection to the renewal of the Junk Dealer/Secondhand Dealer License for Best Buy.



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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 MAY 28 A 7:30

MAY 18, 2020

Regular meeting of the City Council was held on Monday, May 18, 2020 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Ossing. Councilors Participating Remotely: Oram, Perlman, Robey, Wagner, Doucette, Dumais, Tunnera, Irish, Navin & Landers. Meeting adjourned at 10:07 PM.

Council President Ossing explained that this meeting is being held under the Emergency Order of the Governor allowing relief from the Open Meeting Law (MGL c. 30A §20). The Emergency Order allows for remote participation by public bodies. President Ossing further stated that all votes of the City Council will be taken by roll call vote pursuant to 940 CMR 29.10.

The City Council President asked for a roll call to confirm attendance of all City Councilors.

Present: 11 – Absent: 0

Present: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Minutes of the City Council meeting, May 4, 2020, **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Communication from Ayoub Engineering on behalf of Lincoln 431 LLC, (Shell Station), 431 Lincoln Street, re: Request for an extension of time on the Public Hearing for Sign Special Permit to June 22, 2020, **FILE**; adopted.

Present: 11 – Absent: 0

Present: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the PUBLIC HEARING on the Application for LED Sign Special Permit, from William Camuso on behalf of Lincoln 431 LLC, (Shell Station) 431 Lincoln Street, is **CONTINUED UNTIL JUNE 22, 2020 AT 8:00 PM**; adopted.

Councilors Present: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman & Robey.

The hearing was continued with no testimony being heard.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the PUBLIC HEARING on the Petition from Eversource Energy to install 30' of 2" IP gas main as a system improvement on Jefferson Street from the current end of gas main at 23 Jefferson Street to 27 Jefferson Street, Order No. 20-1007980, all were heard who wish to be heard, hearing closed at 8:20 PM; adopted.

Councilors Present: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman & Robey.

ORDERED: That the Petition from Eversource Energy to install 30' of 2" IP gas main as a system improvement on Jefferson Street from the current end of gas main at 23 Jefferson Street to 27 Jefferson Street, **APPROVED WITH THE FOLLOWING CONDITIONS;** adopted.

1. That Jefferson Street be milled and paved from curb to curb by Eversource from the southernmost limit of their trench, all the way to the section that is to be milled as part of the multi-unit housing project that is presently under construction. The milling and final paving shall be coordinated with the developer so that all trenches – Eversource's and the developer's – will be within one contiguous curb-to-curb mill and overlay.
2. That Eversource complete their ongoing work on Pleasant Street, Bolton Street, and Poirier Drive prior to mobilizing their forces to this project.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the PUBLIC HEARING on the Petition from Eversource Energy to install a total of 500' of 4" IP gas main as a system improvement on Neil Street and Zompetti Street as outlined in the petition, Order No. 20-1007981, all were heard who wish to be heard, hearing closed at 8:25 PM; adopted.

Councilors Present: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman & Robey.

ORDERED: That the Petition from Eversource Energy to install a total of 500' of 4" IP gas main as a system improvement on Neil Street and Zompetti Street as outlined in the petition, **APPROVED WITH THE FOLLOWING CONDITION;** adopted.

1. That Eversource complete their ongoing work on Pleasant Street, Bolton Street, and Poirier Drive prior to mobilizing their forces to this new project.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the PUBLIC HEARING on the Petition from Eversource Energy to install 200' of 4" IP gas main as a system improvement on Pleasant Street between Elm Street and Allen Court, Order No. 20-1007997, all were heard who wish to be heard, hearing closed at 8:31 PM; adopted.

Councilors Present: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman & Robey.

ORDERED: That the Petition from Eversource Energy to install 200' of 4" IP gas main as a system improvement on Pleasant Street between Elm Street and Allen Court, **APPROVED WITH THE FOLLOWING CONDITION**; adopted.

1. That Eversource complete their ongoing work on Pleasant Street, Bolton Street, and Poirier Drive prior to mobilizing their forces to this new project.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the PUBLIC HEARING HEARING on the Petition from Eversource Energy to install 200' of 8" IP gas main as a system improvement on Brimsmead Street from Short Street to 65 Brimsmead Street, Order No. 20-1007998, all were heard who wish to be heard, hearing closed at 8:37 PM; adopted.

Councilors Present: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman & Robey.

ORDERED: That the Petition from Eversource Energy to install 200' of 8" IP gas main as a system improvement on Brimsmead Street from Short Street to 65 Brimsmead Street, **APPROVED WITH THE FOLLOWING CONDITIONS**; adopted.

1. That Brimsmead Street be milled and paved from curb to curb by Eversource throughout the limits of their trenches.
2. That Eversource complete their ongoing work on Pleasant Street, Bolton Street, and Poirier Drive prior to mobilizing their forces to this project.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the CONTINUED PUBLIC HEARING on the Proposed Zoning Amendment to Chapter 650, §5, §17, & §18 relative to Contractor Yards and Landscape Contractor Yards and a Proposed Rezoning of land located on Farm Road, identified as Map 85 Parcel 12, Order No. 20-1007947D, all were heard who wish to be heard, hearing closed at 8:50 PM; adopted.

Councilors Present: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman & Robey.

President Ossing called a recess at 8:50 PM and returned to open meeting at 8:52 PM.

ORDERED: That the Communication from Councilor Ossing and Councilor Tunnera, re: Municipal Aggregation – Spring 2020 Update, **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Transfer Request in the amount of \$366,493.00 which moves funds from Meals Tax Revenue Account to fund FY20 bond payments associated with Parks & Recreation improvements, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Auditor FISCAL YEAR: 2020

FROM ACCOUNT: TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$4,652,445.13	\$366,493.00	27000	33086	Fund Bal-Parks & Fields Capital	\$366,493.00	19910009	49715	Transfer-Meal Local Option	\$0.00

Reason: Local options meals tax funding FY20 bond payments associated with parks & fields as per the recap

\$366,493.00 Total \$366,493.00 Total

ORDERED: That the Transfer Request in the amount of \$79,500.00 which moves funds from Undesignated to Open Space Stabilization from wireless antenna payments received in FY20, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Mayor FISCAL YEAR: 2020

FROM ACCOUNT: TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$6,141,216.00	\$79,500.00	10000	35900	Undesignated Fund	\$79,500.00	83600	32918	Stabilization-Open Space	\$546,178.71

Reason: To transfer annual wireless antennae payments received by the City in fiscal year 2019 to Open Space Stabilization

\$79,500.00 Total \$79,500.00 Total

ORDERED: That the Transfer Request in the amount of \$10,182.60 which moves funds from Reserved for Salaries to various department accounts to fund provisions of the MMEA collective bargaining agreement, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		Various				FISCAL YEAR:		2020	
FROM ACCOUNT:						TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$107,314.75	\$10,182.60	11990006	57820	Reserve for Salaries	\$5,182.60	11940006	51770	Retirement Fund	\$10.11
	Reason:					Reason:	Supplemental appropriation for military service		
	\$0.00				\$5,000.00	11610003	51440	Educational Incentive	\$0.00
	Reason:					Reason:	New condition of MMEA contract not budgeted		
	\$10,182.60	Total			\$10,182.60	Total			

ORDERED: That no more than three hundred fifty thousand dollars (\$350,000.00) shall be expended from the Parks and Recreation Revolving Fund during fiscal year 2021, unless otherwise authorized by City Council and Mayor, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That no more than seventy-five thousand dollars (\$75,000.00) shall be expended from the Public Safety Revolving Fund during fiscal year 2021, unless otherwise authorized by City Council and Mayor, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That no more than seventy thousand dollars (\$70,000.00) shall be expended from the Council on Aging Revolving Fund during fiscal year 2021, unless otherwise authorized by City Council and Mayor, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Gift Acceptance in the amount of \$7,500.00 from Digital Federal Credit Union (DCU) for the Fire Department for state-of-the-art incident command training; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Gift Acceptance in the amount of \$5,000.00 from Cummings Properties Employee Direct Giving for the Fire Department to purchase self-use fire escape devices; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: At a regular meeting of the Marlborough City Council held on Monday, MAY 18, 2020, the following proposed amendment to the Code of the City of Marlborough, to amended Chapter 398 entitled "LICENSES AND PERMITS", to ensure consistency with MGL as amended by the 2016 Municipal Modernization Act, having been read was **ORDERED ADVERTISED AND POSTPONED TO THE JUNE 22, 2020 CITY COUNCIL MEETING.**

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING CHAPTER 398, ENTITLED "LICENSES AND PERMITS," AS FOLLOWS:

I. Chapter 398, entitled "LICENSES AND PERMITS", is hereby amended as follows (new text shown as underlined, deleted text shown as ~~strikethrough~~):

A. Section 398-2, entitled "List of delinquent taxpayers," is **amended** as follows:

The Tax Collector or other municipal official responsible for records of all municipal taxes, assessments, betterments and other municipal charges, hereinafter referred to as "the Tax Collector," shall annually, and may periodically upon request, furnish to each department, board, commission or division, hereinafter referred to as "the licensing authority," that issues licenses or permits, including renewals and transfers, a list of any person, corporation or business enterprise, hereinafter referred to as "the party," that has neglected or refused to pay any local taxes, fees, assessments, betterments or other municipal charges ~~for not less than a twelve-month period~~, and that such party has not filed in good faith a pending application for an abatement of such tax or a pending petition before the Appellate Tax Board.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Reappointment of Kevin J. Breen as Fire Chief of the City of Marlborough for a five-year term effective July 1, 2020 to June 30, 2025, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Application for Renewal of Junk Dealer/Secondhand Dealer License, Best Buy Stores LP #820, d/b/a Best Buy, 769 Donald J. Lynch Boulevard, **POSTPONED TO THE JUNE 8, 2020 CITY COUNCIL MEETING**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Application for Renewal of Junk Dealer/Secondhand Dealer License, Jean Rabelo, d/b/a Post Road Used Auto Parts of Marlboro, 785 Boston Post Road East, **APPROVED**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Communication from Department of Conservation and Recreation (DCR), re: 2020 Forest Management Proposals for public review and comment, **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Communication from National Grid, re: 2020 Yearly Operational Plan (YOP) and Vegetation Management Plan (VMP), **FILE**; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Communications from various residents listed re: Opposition to Application for Special Permit by WP Marlborough MA Owner, LLC, to build a multifamily residential project in the Business District to be known as Volaris Marlborough, consisting of 188 units in 4 buildings at 339 Boston Post Road East, **FILE**; adopted.

Michael Davis, 162 Ewald Avenue
Diane McNally, 70 Linda Circle
Steven Peck, 64 Victoria Lane

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ORDERED: That the Minutes of following Boards, Commissions and Committees, **FILE**; adopted.

- a) School Committee, April 28, 2020.
- b) Board of Assessor’s, April 14, 2020 & April 22, 2020.
- c) Conservation Commission, March 5, 2020, April 9, 2020 & April 16, 2020.
- d) Library Trustees, March 3, 2020.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

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

- a) Frances Rodgers, 16 Nixon Road, Framingham, pothole or other road defect.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

Reports of Committees:

THERE WERE NO REPORTS OF COMMITTEE.

ORDERED: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING CHAPTER 125, ENTITLED “PERSONNEL,” AS FOLLOWS:

I. By adding to the salary schedule referenced in Section 125-6, the following:

Position	Effective Date	Minimum	Step 1	Step 2	Maximum
Social Service Coordinator	Upon Passage	\$15.4903	\$16.1094	\$16.7540	\$17.6143

II. By deleting from the salary schedule referenced in Section 125-6: any reference to salary rate for the following positions: Planning Board Member, Zoning Board of Appeals Member (including associate member), Detention Assistant, Parking Enforcement Officer, Mail Clerk and Crossing Guard and replacing with the following:

<u>Position</u>	<u>Rate</u>
Planning Board Member	\$150 Per Planning Board Meeting Attended
Zoning Board of Appeals Member (including associate member)	\$150 Per Zoning Board of Appeals Meeting Attended
Detention Assistant	Not to Exceed \$18.00 Per Hour
Parking Enforcement Officer	Not to Exceed \$18.00 Per Hour
Mail Clerk	Not to Exceed \$18.00 Per Hour
Crossing Guard	Not to Exceed \$18.00 Per Hour

APPROVED; adopted.

First Reading suspended; Second Reading, adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

Passage to Enroll, adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

Passage to Ordain; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

No objection to passage in one evening.

Motion made by Councilor Robey to approve the Proposed Zoning Ordinance to Chapter 650 §17 & §18 relative to Livestock Farms as recommended by the Urban Affairs Committee with an additional amendment by inserting language after the 3rd sentence in I (b) to read, “The selling of eggs is prohibited. No chicken coop shall be located between the street frontage and the primary structure front building line”.

President Ossing called a recess at 9:46 PM and returned to open meeting at 9:49 PM.

Motion made by Councilor Oram to amend the Proposed Zoning Ordinance to Chapter 650 §17 & §18 relative to Livestock Farms to include the Planning Board recommendation that there must be a minimum lot size of 8,000 square feet, **DENIED**.

Yea: 3 – Nay: 8

Yea: Irish, Tunnera & Oram.

Nay: Wagner, Doucette, Dumais, Navin, Landers, Ossing, Perlman & Robey.

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

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

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

b. Inserting the following paragraph:

(49) Chicken hens, personal use. The raising or keeping of female chickens (*Gallus gallus domesticus*) for personal use, not to exceed either 6 hens or 12 hens, as stated in the Table of Uses. The raising or keeping of roosters, cocks, or cockerels is prohibited. The slaughtering of Chicken hens for non-personal use is prohibited. The selling of eggs is prohibited. No chicken coop shall be located between the street frontage and the primary structure front building line.

II. Section 17 of Chapter 650, entitled "Table of Uses," is hereby amended by inserting the following:

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

APPROVED; adopted.

First Reading suspended; Second Reading, adopted.

Yea: 9 – Nay: 2

Yea: Wagner, Doucette, Dumais, Irish, Navin, Landers, Ossing, Perlman & Robey.

Nay: Tunnera & Oram.

Passage to Enroll, adopted.

Yea: 9 – Nay: 2

Yea: Wagner, Doucette, Dumais, Irish, Navin, Landers, Ossing, Perlman & Robey.

Nay: Tunnera & Oram.

Passage to Ordain; adopted.

Yea: 9 – Nay: 2

Yea: Wagner, Doucette, Dumais, Irish, Navin, Landers, Ossing, Perlman & Robey.

Nay: Tunnera & Oram.

No objection to passage in one evening.

ORDERED There being no further business, the regular meeting of the City Council is herewith adjourned at 10:07 PM; adopted.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.



IN CITY COUNCIL

Marlborough, Mass., _____ MAY 4, 2020

ORDERED:

That there being no objection thereto set **MONDAY, JUNE 8, 2020** as **DATE FOR PUBLIC HEARING**, On the Application for Special Permit from Attorney Brian Falk, on behalf of WP Marlborough MA Owner, LLC, to build a multifamily residential project in the Business District to be known as Volaris Marlborough, consisting of 188 units in 4 buildings to be located at 339 Boston Post Road East, be and is herewith refer to **URBAN AFFAIRS COMMITTEE & ADVERTISE**.

Ninety days after public hearing is 09/06/20 which falls on a Sunday, therefore 09/07/20 would be considered the 90th day.

ADOPTED

ORDER NO. 20-1007995



IN CITY COUNCIL

Marlborough, Mass., _____ APRIL 27, 2020

ORDERED:

PAGE 1

That the Proposed Zoning Amendment offered by President Ossing to Chapter 650 to add a new Section 38 creating the Large-Scale Ground-Mounted Solar Photovoltaic Overlay District, be and is herewith refer to **URBAN AFFAIRS COMMITTEE, PLANNING BOARD, AND ADVERTISE A PUBLIC HEARING FOR MONDAY, JUNE 8, 2020.**

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

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

1. That a new Section 38 be inserted into Chapter 650, as follows:

ARTICLE VI

§ 650-38 Large-scale Ground-mounted Solar Photovoltaic Overlay District

A. Purpose and Objectives:

- 1) The Large-scale Ground-mounted Solar Photovoltaic Overlay District (herein, also a “LGSPOD”) allows the application of supplemental land use controls within the boundaries of a certain overlay district as an alternative to land use controls that exist in the underlying district(s). The purpose of this section is to provide standards for the placement, design, construction, operation, monitoring, modification and removal of such installations that address public safety, minimize impacts on scenic, natural and historic resources and which provide adequate financial assurance for the eventual decommissioning of such installations.
- 2) The provisions set forth in this section apply to the construction, operation and/or repair of large-scale ground-mounted solar photovoltaic installations.
- 3) This section applies to large-scale ground-mounted solar photovoltaic installations proposed to be constructed after the effective date of this section. This section also pertains to physical modifications that materially alter the type, configuration, or size of these installations or related equipment.



IN CITY COUNCIL

Marlborough, Mass., _____ APRIL 27, 2020

ORDERED:

PAGE 2

B. Designation of overlay location; as-of-right use. For the purposes of this Section, the LGSPOD shall be superimposed on the other district(s) existing at the time that any land in any said underlying district is also included in the LGSPOD, as designated by the Marlborough City Council in accordance with M.G.L. c.40A, §5, where ground-mounted large-scale solar photovoltaic installations may be sited as of right. Except as specifically provided herein, uses and provisions of Article V of Chapter 650 relating to the underlying zoning district not otherwise impacted by this Section shall continue to remain in full force and effect. In the event of any conflict between the provisions of this section and any other provisions of the Zoning Ordinance, the provisions of this Section shall govern and control. The LGSPOD overlay zoning district is located on parcels identified in **Exhibit A** annexed hereto and incorporated by reference herein, and as indicated on the Zoning Map of the City of Marlborough. Said map is hereby made a part of this chapter and is on file in the office of the City Clerk.

C. Definitions. As used in this section, following terms shall have the meanings indicated:

As-of-Right Siting: As-of-Right Siting shall mean that development under this section may proceed without the need for a special permit, variance, amendment, waiver, or other discretionary approval, however said as-of-right development is subject to site plan review as provided under Chapter 270 Code of the City of Marlborough and this section. Projects cannot be prohibited but can be subject to reasonable regulation.

Large-Scale Ground-mounted Solar Photovoltaic Installation: A solar photovoltaic system that is structurally mounted on the ground, is not roof-mounted, and has a minimum nameplate capacity of 250 kW DC.

Solar Photovoltaic Installation: A solar photovoltaic array that is constructed at a location where other allowable uses of the underlying property may occur.

Site Plan Review: Review by Site Plan Review conducted administratively in accordance with the procedures as governed by § 270-2 of the Code of the City of Marlborough and this section.

Rated Nameplate Capacity: The maximum rated output of electric power production of the photovoltaic system in watts of Direct Current (DC).

Solar Photovoltaic Array: An arrangement of solar photovoltaic panels.



IN CITY COUNCIL

Marlborough, Mass., APRIL 27, 2020

ORDERED:

PAGE 3

D. General Requirements for all large-scale ground-mounted solar photovoltaic installations. The following requirements are common to all large-scale ground-mounted solar photovoltaic installations to be sited in designated overlay locations:

1. Compliance with Laws, Ordinances and Regulations. The construction and operation of all large-scale ground-mounted solar photovoltaic installations shall be consistent with all applicable local, state and federal requirements, including but not limited to all applicable security, safety, construction, electrical, and communications requirements. All buildings and fixtures forming part of a large-scale ground-mounted solar photovoltaic installation shall be constructed in accordance with the State Building Code.
2. Building Permit and Building Inspection. No large-scale ground-mounted solar photovoltaic installation shall be constructed, installed or modified as provided in this section without first obtaining a building permit.
3. Fees. The application for a building permit for a large-scale ground-mounted solar photovoltaic installation must be accompanied by the fee required for a building permit.
4. Site Plan Review. Large-scale ground-mounted solar photovoltaic installations shall undergo site plan review by Site Plan Review prior to construction, installation or modification as provided in § 270-2 of the Code of the City of Marlborough and in this section, as follows:
 - a. General. All plans and maps shall be prepared, stamped and signed by a Professional Engineer licensed to practice in Massachusetts.
 - b. Required Documents. Pursuant to the site plan review process, the project proponent shall provide the following documents:
 - i. A site plan showing:
 1. Property lines and physical features, including roads, for the project site;
 2. Proposed changes to the landscape of the site, grading, vegetation clearing and planting, exterior lighting, screening vegetation, fences or other screening structures;
 3. Drawings of the large-scale ground-mounted solar photovoltaic installation signed by a Professional Engineer licensed to practice in the Commonwealth of Massachusetts showing the proposed layout of the system and any potential shading from nearby structures;



IN CITY COUNCIL

Marlborough, Mass., APRIL 27, 2020

ORDERED:

PAGE 4

4. One or three-line electrical diagram detailing the large-scale ground-mounted solar photovoltaic installation, associated components, and electrical interconnection methods, with all National Electrical Code compliant disconnects and overcurrent devices;
 5. Documentation of the major system components to be used, including the photovoltaic panels, mounting system, and inverter;
 6. Name, address, and contact information for proposed system installer;
 7. Name, address, phone number and signature of the project proponent, as well as all co-proponents or property owners, if any;
 8. The name, contact information and signature of any agents representing the project proponent;
 9. Emergency services access points and through points; and
- ii. Documentation of actual or prospective access and control of the project site (see also sub-section E herein); and
 - iii. An operation and maintenance plan (see also sub-section F herein); and
 - iv. Zoning district designation for the parcel(s) of land comprising the project site (submission of a copy of a zoning map with the parcel(s) identified is suitable for this purpose);
 - v. Proof of liability insurance in an amount, and for a duration, sufficient to cover loss or damage to persons and property;
 - vi. Description of financial surety that satisfies sub-section L herein; and
 - vii. A public outreach plan, including a project development timeline, which indicates how the project proponent will meet the required site plan review notification procedures and otherwise informs abutters within 300' of the property line of the project site. Site Plan Review may waive documentary requirements as it deems appropriate.
- E. Site Control. The project proponent shall submit documentation of actual or prospective access and control of the project site sufficient to allow for construction and operation of the proposed large-scale ground-mounted solar photovoltaic installation.
- F. Operation & Maintenance Plan. The project proponent shall submit a plan for the operation and maintenance of the large-scale ground-mounted solar photovoltaic installation, which shall include measures for maintaining safe access to the installation, storm water controls, as well as general procedures for operational maintenance of the installation.



IN CITY COUNCIL

Marlborough, Mass., APRIL 27, 2020

ORDERED:

PAGE 5

- G. Utility Notification. No large-scale ground-mounted solar photovoltaic installation shall be constructed until evidence has been given to Site Plan Review that the utility company that operates the electrical grid where the installation is to be located has been informed of the large-scale ground-mounted solar photovoltaic installation's owner or operator's intent to install an interconnected customer-owned generator. Off-grid systems shall be exempt from this requirement.
- H. Dimension and Density Requirements.
- a. Setbacks. For large-scale ground-mounted solar photovoltaic installations, front, side and rear setbacks shall be as follows:
 - i. Front yard. The front yard depth shall be at least 10 feet; provided, however, that where the lot abuts a conservation use, residential use, or public way, the front yard depth shall be comprised of a no-clear vegetated buffer of not less than 50 feet and, as measured therefrom, a no-build buffer of not less than 50 feet. Site Plan Review may require plantings in the 50-foot no-clear vegetated buffer if none exist.
 - ii. Side yard. Each side yard shall have a depth at least 15 feet; provided, however, that where the lot abuts a conservation use, residential use, or public way, the side yard depth shall be comprised of a no-clear vegetated buffer of not less than 50 feet and, as measured therefrom, a no-build buffer of not less than 50 feet. Site Plan Review may require plantings in the 50-foot no-clear vegetated buffer if none exist.
 - iii. Rear yard. The rear yard depth shall be at least 25 feet; provided, however, that where the lot abuts a conservation use, residential use, or public way, the rear yard depth shall be comprised of a no-clear vegetated buffer of not less than 50 feet and, as measured therefrom, a no-build buffer of not less than 50 feet. Site Plan Review may require plantings in the 50-foot no-clear vegetated buffer if none exist.
 - b. Appurtenant Structures. All appurtenant structures to large-scale ground-mounted solar photovoltaic installations shall be subject to reasonable regulations concerning the bulk and height of structures, lot area, setbacks, open space, parking and building coverage requirements. All such appurtenant structures, including but not limited to, equipment shelters, storage facilities, transformers, and substations, shall be architecturally compatible with each other. Whenever reasonable, structures should be shaded from view by vegetation and/or joined or clustered to avoid adverse visual impacts.



IN CITY COUNCIL

Marlborough, Mass., _____ APRIL 27, 2020

ORDERED:

PAGE 6

I. Design Standards.

- a. **Lighting.** Lighting of large-scale ground-mounted solar installations shall be consistent with local, state and federal law. Lighting of other parts of the installation, such as appurtenant structures, shall be limited to that required for safety and operational purposes, and shall be reasonably shielded from abutting properties. Where feasible, lighting of the large-scale ground-mounted solar installation shall be directed downward and shall incorporate full cut-off fixtures to reduce light pollution.
- b. **Signage.** Signs on large-scale ground-mounted solar photovoltaic installations shall comply with Chapter 526 of the Code of the City of Marlborough. A sign consistent with the City's sign ordinances shall be required to identify the owner and provide a 24-hour emergency contact phone number. Large-scale ground-mounted solar photovoltaic installations shall not be used for displaying any advertising except for reasonable identification of the manufacturer or operator of the large-scale ground-mounted solar.
- c. **Utility Connections.** Reasonable efforts, as determined by Site Plan Review, shall be made to place all utility connections from the large-scale ground-mounted solar photovoltaic installation underground, depending on appropriate soil conditions, shape, and topography of the site and any requirements of the utility provider. Electrical transformers for utility interconnections may be above ground if required by the utility provider.
- d. **Screening.** Every abutting property, private way, private driveway, and public way shall be visually screened from the project through any one or combination of the following: location, distance, plantings, existing vegetation.
- e. **Topsoil.** No topsoil shall be removed from the site. Said topsoil shall be stockpiled on site and used to stabilize the site with a minimum cover of 6 inches cover of loam. Any topsoil remaining after stabilization shall be stockpiled on site for use during decommissioning.

J. Safety and Environmental Standards.

- a. **Emergency Services.** The large-scale ground-mounted solar photovoltaic installation owner or operator shall provide a copy of the project summary, electrical schematic, and site plan to the Chief of the Marlborough Fire Department. The owner or operator shall cooperate with local emergency services in developing an emergency response plan. Every means of shutting down the large-scale ground-mounted photovoltaic installation shall be clearly marked. The owner or operator shall identify a responsible person for public inquiries throughout the life of the installation.



IN CITY COUNCIL

Marlborough, Mass., _____ APRIL 27, 2020

ORDERED:

PAGE 7

- b. Land Clearing, Soil Erosion and Habitat Impacts. Clearing of natural vegetation shall be limited to what is necessary for the construction, operation and maintenance of the large-scale ground-mounted solar photovoltaic installation or otherwise prescribed by applicable laws, regulations, and ordinances.
- K. Monitoring and Maintenance.
- a. Large-scale Ground-mounted Solar Photovoltaic Installation Conditions. The large-scale ground-mounted solar photovoltaic installation owner or operator shall maintain the facility in good condition. Maintenance shall include, but not be limited to, painting, structural repairs, and integrity of security measures. Site access shall be maintained to a level acceptable to the Fire Chief and emergency medical services. The owner or operator shall be responsible for the cost of maintaining the solar photovoltaic installation and any access or through road(s). Landscaping and fencing, including vegetation used for screening, shall be maintained in good condition.
- b. Modifications. After the required permits, have been issued, the Building Commissioner may approve minor non-material modifications to a large-sale ground-mounted solar photovoltaic installation. All major material modifications to a large-scale ground-mounted solar photovoltaic installation made after issuance of the required permits shall require approval by Site Plan Review.
- L. Abandonment or Decommissioning.
- a. Removal Requirements. Any large-scale ground-mounted solar photovoltaic installation which has been discontinued by reaching the end of its useful life, reaching the end of a lease term without renewal or extension, or having been abandoned (as provided in paragraph L.b. herein) shall be removed as herein provided. The owner or operator shall physically remove the installation no more than 150 days after the date of said discontinued operations. The owner or operator shall notify Site Plan Review by certified mail of the proposed date of discontinued operations and plans for removal by decommissioning. Decommissioning shall consist of:
- i. Physical removal of all large-scale ground-mounted solar photovoltaic installations, structures, equipment, security barriers and transmission lines from the site.
 - ii. Disposal of all solid and hazardous waste in accordance with local, state, and federal waste disposal regulations.



IN CITY COUNCIL

Marlborough, Mass., APRIL 27, 2020

PAGE 8

ORDERED:

- iii. Stabilization or re-vegetation of the site as necessary to minimize erosion, including use of any remaining topsoil stockpiled on site. Site Plan Review may allow the owner or operator to leave landscaping or designated below-grade foundations in order to minimize erosion and disruption to vegetation.
 - b. Abandonment. Absent notice of a proposed date of decommissioning or written notice of extenuating circumstances, the large-scale ground-mounted solar photovoltaic installation shall be considered abandoned when it fails to operate for more than six months without the written consent of the Building Commissioner. If the owner or operator of the large-scale ground-mounted solar photovoltaic installation fails to remove the installation in accordance with the requirements of this section within 150 days of abandonment or the proposed date of decommissioning, the City may enter the property and physically remove the installation.
 - c. Financial surety. Proponents of large-scale ground-mounted solar photovoltaic projects shall provide a form of surety, either through a cash escrow account with interest retained for escalating decommissioning costs, bond or otherwise, to cover the cost of removal in the event that the City must remove the installation and remediate the landscape, in an amount and form determined to be reasonable by Site Plan Review, but in no event in excess more than 125% of the cost of removal and compliance with additional requirements set forth herein, as determined by Site Plan Review. Such surety will not be required for municipally owned or state-owned facilities. The project proponent shall submit a fully inclusive estimate of the costs associated with removal, prepared by a qualified engineer. The amount shall include a mechanism for calculating increased removal costs due to inflation. Site Plan Review may request the proponent to provide an update of the fully inclusive estimate of costs associated with removal every five years following the issuance of a building permit. Site Plan Review may require the proponent to provide additional surety based on the updated cost estimate.
- M. The effective date of these amendments shall be the date of their passage.



IN CITY COUNCIL

Marlborough, Mass., APRIL 27, 2020

ORDERED:

PAGE 9

EXHIBIT A

The newly established Large-scale Ground-mounted Solar Photovoltaic Overlay District shall include all or portions of the properties shown on the Zoning Map existing at the passage of this Ordinance, which properties include the following parcels of land (herein identified by the Assessors' Map and Parcel Number):

Assessors Map 30, Parcel 4

Assessors Map 30, Parcel 4C.

ADOPTED

ORDER NO. 20-1007975



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

4-1

Arthur G. Vigeant
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Nathan R. Boudreau
EXECUTIVE AIDE
2020 JUN -4 A 11: 52
Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: Transfer Request – Marlborough Economic Development Corporation

Honorable President Ossing and Councilors:

Enclosed for your review, please find a transfer request for \$485,113.00, a decrease of 30.6 percent from last year, to fully fund the Marlborough Economic Development Corporation (the "MEDC") for their Fiscal Year 2021 operations.

The MEDC has been steadfast in its goal of successfully advancing economic development in the City to reduce the residential tax burden. We have continued to progress towards that goal, and our residential tax rate has stayed low in recent years, with an average increase of only 2.5% this past year.

Companies continue to open, relocate, and expand in Marlborough, and this has a lot to do with the work done by the MEDC. In the past year, we have watched companies such as the Candela Corporation and Doble Engineering move here or grow exponentially, adding to the hundreds of jobs created yearly, 750 in 2019 alone. We continue to experience economic growth envied by other communities and regions due to the successful partnership between city leaders, the business community, and the MEDC.

The MEDC hosts several notable events such as the successful inaugural Food Truck Festival, which garnered over 2,000 attendees, and Marlborough Work's spring and fall job fairs that focus on the hospitality industry and entry-level job opportunities. Over 150 job seekers have attended recent job fairs and connected with prospective employers from over 25 of Marlborough's companies.

In 2019, The City launched our shuttle service in response to ongoing concerns from residents and businesses about the lack of transportation options for commuters to and from Marlborough. This service, managed by the MEDC, has significantly bridged the last mile gap between Marlborough and MBTA Shuttle Services. This service has come in handy during COVID-19 safely transporting seniors and veterans three days a week. I want to thank the Commonwealth of Massachusetts and Representative Danielle Gregoire for partnering with us on this initiative.

Unfortunately, our popular Zagster Bike program will not be returning due to the effects on the company caused by COVID-19. In the future, we will look into bringing innovative transportation options back to Marlborough.

The City of Marlborough is entering its third year of our exclusive partnership with Phantom Gourmet. This partnership has allowed us to showcase all Marlborough has to offer beyond just our diverse restaurants to entrepreneurs, visitors, and developers. Our collaboration has resulted in several new businesses choosing Marlborough as their home, most recently, The Fix. We are thankful for this partnership, which has been a great success.

In November, Marlborough received a \$2 million MassWorks Infrastructure Program grant from the Baker-Polito Administration to support the Lincoln Street Revitalization Project. The award aims to unlock opportunity in the French Hill neighborhood by providing the funding necessary to make infrastructure improvements and upgrades along Lincoln Street. The revitalization of this neighborhood has been one of the City's top economic development priorities over the past decade. These funds would not have been received without the administrative work of the MEDC. I genuinely look forward to watching this project come to fruition.

The Revolving Loan Fund continues to be a successful tool for assisting local businesses secure needed gap financing, while the toolbox has continued to help small business with growth and expansion opportunities. In 2019, Welly's, the Post Road Art Center, Power Line Models, Foxtec and more benefitted from the MEDC programs. As a result of this, office vacancy rates dropped to 13 percent and the overall commercial vacancy rate has stayed steady at 9 percent.

Led by Executive Director Meredith Harris, who has recently been named one of the Worcester Business Journal's "2020 50 Most Powerful People", the MEDC staff are professional, hard-working, and goal-driven which has led to their continued success. At the cost of \$277,833 for the coming fiscal year, MEDC can employ four full-time employees and one temporary/summer part-time intern. These employees would cost considerably more on the City payroll due to retirement expenses and other post-employment benefits

One of the MEDC's greatest strengths is their outreach efforts, and this means that businesses in Marlborough know they have a direct line to City officials to answer questions, provide expedited permitting, and resolve issues. This has been incredibly beneficial in the past and will be even more useful as we re-open the economy. Marlborough businesses know they can count on the City and MEDC to assist them in this process.

MEDC now spends a lot of time assisting small businesses in finding ways to get by and soon, back to work. Revenues from the hotel tax have been affected by the outbreak of COVID-19, which is the main reason for the 30.6% deduction from last year's request. COVID-19 has changed the financial situation of many local businesses, which will have a significant economic impact on our local economy, and the business community. We will face these issues together as a community and team. Since this transfer request is required each year, I am hoping that we will have the opportunity to expand the MEDC's budget again in the coming years.

MEDC's budget also includes \$142,000 for special projects:

- \$89,500 for Business Retention and Expansion
- \$52,500 for Hospitality and Sports Tourism

You may notice that the line items from previous years such a “City Planning Services” and “Urban Village Development” are not included in this year’s budgetary transfer. These line items will be funded by rolling over unused FY2020 leftover due to projects that could not be completed during the COVID-19 economic shutdown.

As in previous years, I have enclosed a summary prepared by City Auditor Diane Smith that details revenues since 2011, the transfer sheets, and additional budget information prepared by MEDC staff.

Over the last few years, our partnership with the Marlborough Economic Development Corporation has saved taxpayers money, created hundreds of jobs, and opened opportunities for municipal and government partnerships. I am proud of the work done by the MEDC year after year and look forward to discussing this transfer proposal with you in further detail.

Thank you for your consideration, and please feel free to contact Meredith Harris or me with any questions or concerns that may arise.

Sincerely,



Arthur G. Vigeant
Mayor

Enclosures



June 2, 2020

Honorable Arthur G. Vigeant, Mayor
City Hall, 4th Floor
140 Main Street
Marlborough, MA 01752

RE: FY'21 Operating Budget Transfer Request

Dear Mayor Vigeant:

I write to you today seeking a transfer request for MEDC's operations for FY'21.

On behalf of the Marlborough Economic Development Corporation (MEDC), I am herewith submitting this letter requesting a transfer of funds to the Marlborough Economic Development Corporation in the amount of \$535,133.00 to fund operations and special projects for FY'21 as approved by the MEDC Executive Committee on April 14, 2020. Due to the COVID-19 pandemic this request reflects a 23.5% decrease from last year's budget. In addition, we would like to further decrease the request by \$50,000 due to Zagster going out of business at the end of May. This would reflect a 30.6% decrease and bring the actual request to \$485,133.00.

I would appreciate your approving the above transfer requests as soon as possible and forwarding on to the City Council allowing MEDC an opportunity to update the City Council on the progress made thus far in implementing the City's Economic Development Master Plan and to discuss the goals and objectives for FY'21.

Thank you for your kind attention to this matter and should you have any questions please do not hesitate to contact me at your earliest convenience.

Sincerely,

A handwritten signature in black ink, appearing to read 'Meredith Harris', written over a horizontal line.

Meredith Harris
Executive Director

Attachments

A: FY'21 Operational Budget

Cc: Diane Smith, Marlborough City Auditor
Steve Cirello, Interim Marlborough City Comptroller/Treasurer

Attachment A

FY'21 Operational Budget

The Marlborough Economic Development Corporation (MEDC) requests a total budget of \$535,133 to fund its' operations and special projects for FY21. The reason for the decrease in this year's request is due to the COVID-19 pandemic. MEDC will not be using funds as anticipated for the remainder of FY20 as a result of COVID-19 and plans to apply those unused funds in FY21.

The budget is divided into 3 categories which represent salaries, expenses and special projects. The following budget summary consists of line item allocations for the above listed categories.

Salaries and Benefits

\$277,833 in personnel, employer taxes, insurance and fringe benefits are allocated to salaries and benefits.

Personnel & Benefits	\$250,833
Employer Payroll Taxes	\$ 27,000

Operating and Administrative Expenses

\$115,300 is allocated to operating and administrative expenses in order to conduct business.

Materials & Supplies	\$38,000
Contracted Services	\$40,800
Occupancy	\$36,500

Special Projects

\$142,000 is allocated to special projects in order for MEDC to carry out the goals and objectives of the organization.

Business Retention & Expansion	\$ 89,500
Hospitality & Sports Tourism	\$ 52,500

Accrual Basis

Marlborough Economic Development Corporation
Budget Overview
 July 2020 through June 2021

	<u>Jul '20 - Jun '21</u>
Ordinary Income/Expense	
Expense	
Payroll Expenses	
Employee Benefits	\$ 35,750.00
Employer Payroll Taxes	\$ 27,000.00
Salaries	\$ 214,433.00
Workers' Comp	\$ 650.00
Total Payroll Expenses	\$ 277,833.00
Advertising/Marketing	\$ 3,100.00
Computer Services & Licenses	\$ 5,000.00
Conferences/Meetings	\$ 3,000.00
Dues and Subscriptions	\$ 18,000.00
Insurance	\$ 3,200.00
Internet service	\$ 2,000.00
Maintenance & Repair	\$ 500.00
Media Contractor	\$ 30,000.00
Office Supplies	\$ 4,000.00
Payroll Fees	\$ 3,300.00
Phone	\$ 2,100.00
Printing and Reproduction	\$ 2,500.00
Professional Fees	\$ 5,500.00
Reimbursable Expenses	\$ 1,900.00
Rent	\$ 28,800.00
Utilities	\$ 2,400.00
Subtotal Expense	\$ 393,133.00
Special Project Expenses	
Special Projects	\$ 142,000.00
Total Special Project Expenses	\$ 142,000.00
Total Expense	535,133.00

Salaries Full-time		PERMANENT FULL TIME					
Salaries with standard annual salary increase of up to 3%							
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)
NAME	TITLE	WEEKLY SALARY FY'20	HOURLY FLAT RATE	TOTAL SALARY	WEEKLY SALARY FY'21	HOURLY FLAT RATE	TOTAL SALARY FOR YEAR
							<i>Rounded up</i>
Meredith Harris	Executive Director	1765.17	44.13	91,789	1,818.13	45.45	\$ 94,543
Linda Martins	Director of Operations	1250.00	31.25	65,000	1,287.50	32.19	\$ 66,950
VACANT	Business Development Manager			55,000			\$ -
Samantha Sherman	Hospitality & Tourism Manager/Administrative Assistant	923.08	23.08	48,000	950.77	23.77	\$ 49,440
Salaries Full-time Total							\$ 210,933
Salaries Part-time		PART TIME					
NAME	TITLE	Hours/ week	Hourly rate	Weeks			Total Salary for Budget Year
							<i>Rounded up</i>
MEDC Intern	Internships / Summer 2020	32	12.50	8			\$ 3,500
Salaries Part-time Total							\$ 3,500
Grand Total Salaries							\$ 214,433
		Employee Benefits / Payroll Taxes					
ITEMIZE AND JUSTIFY:							AMOUNT
Health, Dental, Retirement, etc.							\$ 35,750
Employer Payroll Taxes							\$ 27,000
Workers' Compensation Ins. Plan							\$ 650
Total							\$ 63,400
Total Salaries							\$ 214,433
Grand Total Payroll Expenses							\$ 277,832.67

Expenses	MATERIALS AND SUPPLIES					
This category covers collectively all operating supplies and services, which are defined as consumable commodities, necessary to conduct business: for example, office and custodial supplies, printing and reproducing marketing collateral, subscriptions, postage, repairs and office maintenance, etc.						
ITEMIZE AND JUSTIFY						Amount Requested
Advertising/Marketing Supplies & Services (Ex. E-Newsletter & E-Survey Services, Creation of Marketing Flyers such as Retail/Case Studies/Incentives Toolbox, etc.)						\$ 3,100
Conferences/Meetings (Ex. Registration Fees for business events, luncheons, receptions & misc. attendance & hosting expenditures)						\$ 3,000
Maintenance & Repair (Ex. Office Cleaning, Office Fixtures & Dry Cleaning/Carpet Cleaning)						\$ 500
Membership Fees/Subscriptions (Ex. CoStar Realty Services, Yearly Newspaper Subscriptions & Membership Dues)						\$ 18,000
Office Supplies (Ex. Paper, pens, notepads, binders, paper clips, staples, labels, coffee, water, etc. - Including small/light office equip <\$100)						\$ 4,000
Printing & Reproduction (Ex. Kyocera Copier Services, Re-print Marketing Collateral & Special Article Poster Prints)						\$ 2,500
Reimbursable Expenses (Ex. Employee mileage for business use, office supplies, etc.)						\$ 1,900
Website Services (Ex. Hosting Services, Domains, Internet)						\$ 2,000
Office Equipment >\$1000 (Ex. Server, Laptop replacement for staff)						\$ 3,000
TOTAL MATERIALS & SUPPLIES						\$ 38,000

Expenses	CONTRACTED SERVICES						
	Covers operating services obtained by contract with outsourced vendor. For example: accounting services, marketing & communications vendor, payroll services, etc.						
ITEMIZE AND JUSTIFY:					AMOUNT		
Accounting/Book Keeping					\$5,500		
- CPA on Retainer/Yearly Filings							
- Annual Financial Audit							
- Fiscal End Process							
Professional/Consultant Fees					\$30,000		
Media Contractor							
IT Services					\$2,000		
- Tech on Retainer/Maintenance							
- Computer Services & Licenses							
ADP Payroll Services					\$3,300		
- Processing Charges/Fees							
- Tax Services							
- Year End Processing							
TOTAL					\$40,800		

Expenses	OCCUPANCY				
Marlborough Economic Development Corporation (MEDC)				Requested Amount	
91 Main Street, Suite 203A / 203B / 204					
	Lease Agreement			\$	28,800
	Directors & Office Liability Insurance			\$	3,200
	Utilities			\$	4,500
	- Phone Services				
	- Electricity Supply				
	TOTAL			\$	36,500

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2020

FROM ACCOUNT:

TO ACCOUNT:

Available
Balance

Amount

Org Code Object

Account Description:

Amount

Org Code Object

Account Description:

Available
Balance

\$1,681,553.96

\$485,133.00

27000099 42440

Economic Development

\$485,133.00

11740006 53950

MEDC Funding

\$0.00

Reason:

To allow the MEDC to continue it's work in promoting the economic development of the City for FY21

Reason:

Reason:

Reason:

Reason:

\$485,133.00

Total

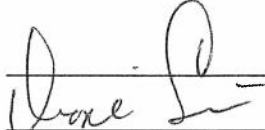
\$485,133.00

Total

Department Head signature:

Auditor signature:

Comptroller signature:



ECONOMIC DEVELOPMENT FUNDING

9/30/2011 State Aid	\$165,166.12
12/31/2011 State Aid	\$190,224.55
3/31/2012 State Aid	\$132,447.82
6/29/2012 State Aid	\$146,495.56
9/30/2012 State Aid	\$185,400.20
12/31/2012 State Aid	\$182,736.99
3/31/2013 State Aid	\$123,837.95
6/28/2013 State Aid	\$152,429.69
9/20/2013 State Aid	\$196,053.08
12/30/2013 State Aid	\$204,331.94
3/31/2014 State Aid	\$134,171.82
6/30/2014 State Aid	\$165,392.81
9/30/2014 State Aid	\$225,891.57
12/31/2014 State Aid	\$215,368.61
3/31/2015 State Aid	\$139,754.81
6/30/2015 State Aid	\$181,957.00
9/30/2015 State Aid	\$246,477.46
12/31/2015 State Aid	\$243,518.11
3/31/2016 State Aid	\$147,152.99
6/30/2016 State Aid	\$188,289.73
9/30/2016 State Aid	\$250,636.64
12/31/2016 State Aid	\$261,571.54
3/31/2017 State Aid	\$144,194.44
6/30/2017 State Aid	\$199,405.00
9/30/2017 State Aid	\$260,640.83
12/31/2017 State Aid	\$280,764.79
3/31/2018 State Aid	\$158,551.10
6/30/2018 State Aid	\$213,203.36
9/28/2018 State Aid	\$263,084.77
12/31/2018 State Aid	\$290,454.60
3/29/2019 State Aid	\$205,890.60
6/28/2019 State Aid	\$186,235.82
9/30/2019 State Aid	\$279,841.59
12/31/2019 State Aid	\$276,743.06
3/31/2020 State Aid	\$176,712.01
Total Funding	<u>\$7,015,028.96</u>

12/5/2011 CO# 11-1003048	-\$146,837.00
12/19/2011 CO# 11-1004004	-\$3,163.00
5/21/2012 CO# 12-1005008	-\$200,000.00
12/17/2012 CO# 12-1005205	-\$277,099.00
6/3/2013 CO# 13-1005418A	-\$499,000.00
6/30/2014 CO# 14-1005840	-\$513,915.00
6/1/2015 CO# 15-1006198A	-\$731,875.00
6/20/2016 CO# 16-1006569A	-\$647,580.00
6/20/2016 CO# 16-1006569B	-\$75,000.00
6/5/2017 CO# 17-1006923A	-\$660,077.00
6/18/2018 CO# 18-1007280A	-\$679,841.00
5/6/2019 CO# 19-1007624A	-\$699,088.00
8/26/2019 CO# 19-1007732A	-\$200,000.00

Total Transfers	<u>-\$5,333,475.00</u>
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Available for future transfers	\$1,681,553.96
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City of Marlborough
Office of the Mayor

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2020 JUN -4 A 11: 52
Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

RE: Acquisition of 25 Witherbee Street, Marlborough - Assessor Map #69-244

Dear President Ossing and Councilors:

I respectfully submit this request for City Council approval of the proposed acquisition of the above-referenced parcel of land on Witherbee Street, across from the Marlborough Public Library.

The above-identified parcel is uniquely situated because the land is in close proximity to the existing library and other city-owned property associated with the library project and can be utilized to increase off-street parking. Enclosed please find the letter of Chief Procurement Officer Beverly Sleeper regarding why the proposed purchase constitutes a unique acquisition under procurement law.

The attached order fully authorizes the acquisition of the parcel for a total purchase price of \$481,291.00 and allows me to enter into a purchase and sale agreement. To fund the purchase, the proposed order includes a transfer of \$481,291.00 from free cash. With your approval, I anticipate the City of Marlborough being able to acquire the parcel which will allow for improved parking in relation to the library. This will be the last parcel taken in conjunction with the Library parking. I recommend taking a visit to look at the progress of this project if you have not already.

I am available to discuss this acquisition with you further. If you have any questions, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant
Arthur G. Vigeant
Mayor

Enclosures

ORDERED:

Pursuant to MGL c. 30B, § 16(e)(2), the City Council determines that advertising for the proposed purchase of the following parcel of land will not benefit the City's interest because of the unique qualities and location of the property:

A parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 244 containing 0.18 acres, more or less, located at 25 Witherbee Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 44607, Page 453. The person(s) having a beneficial interest in this parcel is Charles R. Platt as Trustee of the 25 Witherbee Street, Realty Trust and/or Christopher Forbes.

The above-identified parcel satisfies the requirements of said M.G.L. c. 30B, § 16(e)(2), because: the land is uniquely located in close proximity to the existing Marlborough Library across Witherbee Street which can be utilized to increase off-street parking as the Library and its proposed expansion will not have enough parking to meet present or future demands.

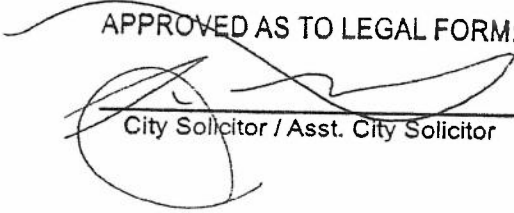
And further, that the Mayor is authorized to negotiate and enter into a purchase and sales agreement to acquire said parcel, for a total purchase price of \$481,291.00, subject to the following conditions: (i) that, in accordance with M.G.L. c. 43, § 30, the purchase price of the parcel shall not be more than 25% higher than the average assessed value of the parcel during the previous three years; and (ii) that the City's performance under any purchase and sales agreement will be contingent upon a favorable vote of the City Council authorizing the appropriation of sufficient funds for the purchase of the parcel. The Mayor is authorized to accept a deed pursuant to M.G.L. c. 40, § 3 for the parcel.

Pursuant to Mass. Gen. Laws c. 43, § 30, the City Council hereby authorizes an appropriation from Free Cash in the amount of \$481,291.00 as sufficient funds to pay for the purchase of said parcel.

ADOPTED
In City Council
Order No. 20-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

APPROVED AS TO LEGAL FORM:

City Solicitor / Asst. City Solicitor

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2020

FROM ACCOUNT:

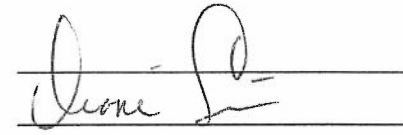
TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$6,141,216.00	\$481,291.00	10000	35900	Undesignated Fund	\$481,291.00	19300006	58120	Capital Outlay-Land Acquisition	\$0.00
	Reason:	Purchase of 25 Witherbee Street property							
	Reason:								
	Reason:								
	Reason:								
	\$481,291.00	Total			\$481,291.00	Total			

Department Head signature:

Auditor signature:

Comptroller signature:



City of Marlborough



PROCUREMENT OFFICE

140 Main Street, 3RD Floor, Marlborough, MA 01752

DIRECT DIAL (508) 460-3707

BSLEEPER@MARLBOROUGH-MA.GOV

April 22, 2020

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

RE: Unique Acquisition of Real Property – 25 Witherbee Street

Dear Mayor Vigeant:

Pursuant to the provisions of M.G.L. c. 30B, § 16, the City must solicit proposals prior to obtaining real property valued in excess of \$35,000 *unless* the City Council determines in writing that advertising for the submissions of proposals will not benefit the City's interests because of the unique qualities or location of the property needed (M.G.L. c. 30B, § 16(e)(2)). It is my understanding that the City is interested in acquiring a parcel of land, located within close proximity of approximately three hundred feet (300') radius to the existing Marlborough Public Library, identified as follows:

The parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 244 containing 0.18 acres, more or less, located at 25 Witherbee Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 44607, Page 453. The person(s) having a beneficial interest in this parcel, as Trustee of the 25 Witherbee Street Realty Trust, is Charles R. Pratt;

The parcel remains privately-owned and is uniquely located to the existing Marlborough Public Library which can be utilized to increase library parking as the library currently does not have enough parking to meet present or future demands.

For the City Council's deliberation and approval, I have determined that the location and/or qualities of the Land satisfy the unique requirements of the City pursuant to M.G.L. c. 30B, § 16(e)(2). Specifically, the Land is uniquely situated because it is located within close proximity to the existing Marlborough Public Library which currently does not have sufficient parking to meet the requirements of the Massachusetts Board of Library Commissioners, making a renovation or new construction project challenged. The only way to increase needed parking is to purchase parcels uniquely located either adjacent to or near the existing library site. The City seeks to acquire this property in order to increase parking for access to the public library, which would also increase usage of the Marlborough Public Library.

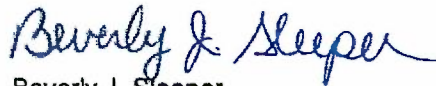
Page 2

Letter to Mayor RE: 25 Witherbee Street
April 22, 2020

In light of the foregoing, it is my opinion that it is proper to waive the advertisement requirements of M.G.L. c. 30B, § 16 with respect to the acquisition of the Land. Pursuant to M.G.L. c. 30B, § 16, I will publish this determination along with the names of parties having a beneficial interest in the property as required under M.G.L. c. 7C, § 38, the location and size of the property, and the proposed purchase price in the Commonwealth's Central Register not less than thirty (30) days before the City enters into a binding agreement with the current owners to purchase real property identified above under a unique acquisition determination.

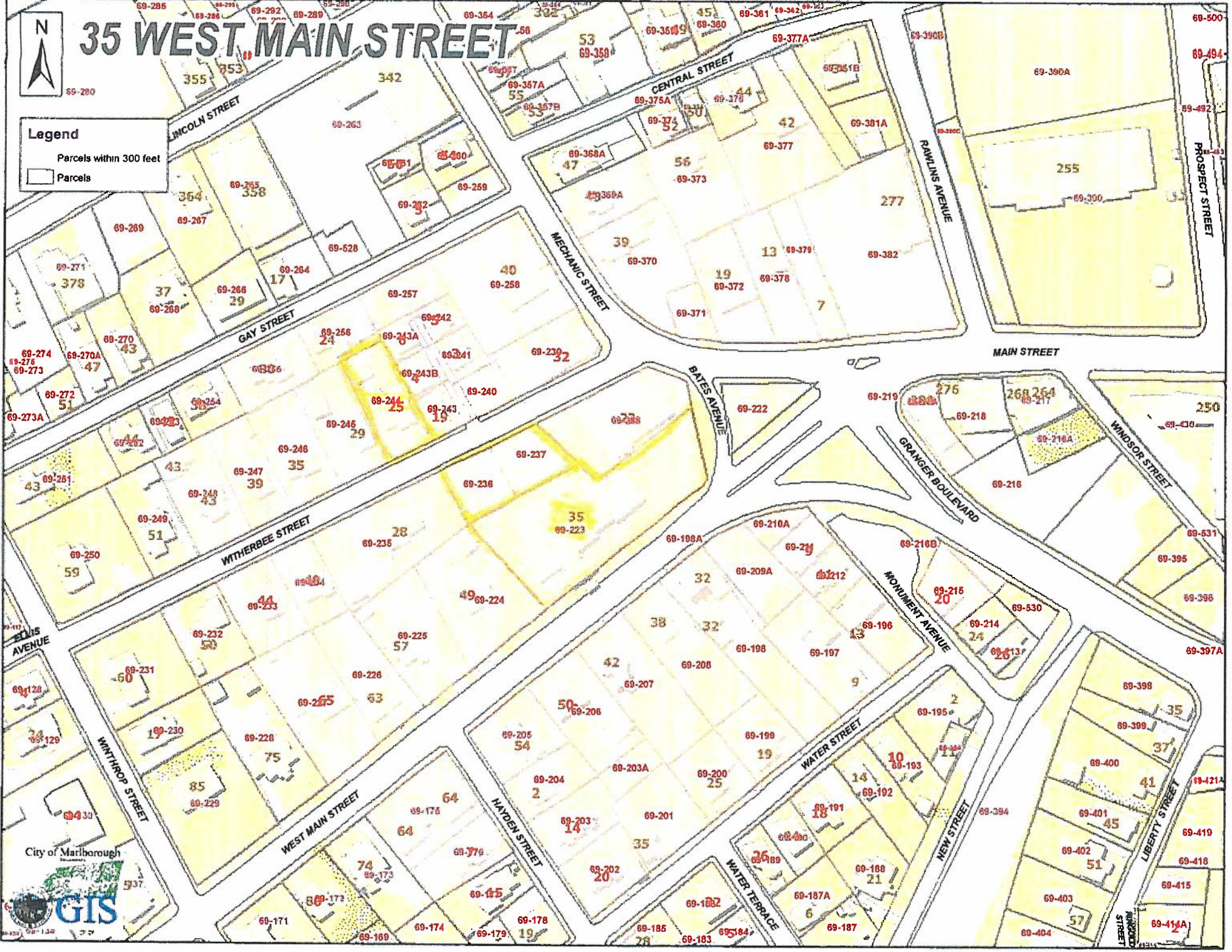
If you have any questions or require further information, please let me know.

Sincerely,



Beverly J. Sleeper
Chief Procurement Officer

cc: John L. Ghiloni, DPW Commissioner/Public Facilities Director
Margaret Cardello, Library Director
Jason D. Grossfield, City Solicitor/Legal Department



PURCHASE AND SALE AGREEMENT

This ___ day of _____, 2020.

- 1) **PARTIES:** CHARLES R. PLATT, AS TRUSTEE OF THE 25 WITHERBEE STREET, REALTY TRUST u/d/t dated January 13, 2005 recorded with the Middlesex South Registry of Deeds in Book 44607, Page 450 (a/k/a 25 Witherbee Street Realty Trust) with a mailing address of 597 Lowell Road, Groton, Massachusetts 01450 hereinafter called the SELLER, agrees to sell, and CITY OF MARLBOROUGH, a municipal corporation with a principal place of business at 140 Main Street, Marlborough, Middlesex County, Massachusetts 01752, hereinafter called the BUYER, agrees to buy, upon the terms and conditions hereinafter set forth, the following described premises:

- 2) **DESCRIPTION:** Land identified as 25 Witherbee Street, Marlborough, MA 01752 and shown as Parcel 244 on Assessors' Map 69, containing 0.18 acres, more or less, and the buildings and improvements thereon. For further description, see deed recorded with Middlesex South Registry of Deeds in Book 44607, Page 453 (hereinafter, the "Premises" or "premises").

- 3) **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES:** Included in the sale as a part of said premises and improvements thereon, the buildings, structures, fixtures, including, if any, gates, trees, shrubs, plants.

- 4) **TITLE DEED:** Said premises are to be conveyed by a good and sufficient Quitclaim Deed (hereinafter, "the Deed") running to the BUYER, and said deed shall convey a good and clear title thereto, free from encumbrances, except for:
 - (a) Provisions of existing building and zoning ordinances;
 - (b) Any existing rights and obligations in party walls which are not the subject of written agreement;
 - (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
 - (d) Any liens for municipal betterments assessed after the date of this Agreement; and
 - (e) Easements, covenants, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the use of said premises for general municipal purposes including but not limited to parking, or purposes appurtenant thereto.

BUYER, at its sole expense, may elect to obtain an owner's policy of title insurance with respect to the Premises and SELLER agrees to cooperate with BUYER and the Title Company to facilitate the issuance of such policy, provided that such

cooperation does not require the SELLER to incur any additional expenses and/or to accept any additional or increased liability.

- 5) PLANS: If said deed refers to a plan necessary to be recorded therewith, the BUYER shall be responsible for such plan with the Deed in form adequate for recording or registration. The survey for said plan will be at BUYER’S expense.
- 6) PURCHASE PRICE: The agreed purchase price for said premises, subject to BUYER’S contingencies in this Agreement, shall be \$481,291.00 (hereinafter, the “Purchase Price”). The Purchase Price shall be due and payable on the Closing Date as provided in paragraph 7 and 8 herein.

\$24,064.55 is the deposit to be paid within ten (10) days of the vote set forth in paragraph 7(a) (5% of purchase price)

\$457,226.45 is to be paid at the time of delivery of the deed by certified, cashier’s, treasurer’s, bank check, wire transfer, City of Marlborough check, or attorney’s clients’ trust account check.

\$481,291.00 Total

7) BUYER’S CONTINGENT PERFORMANCE

(a) BUYER’S obligations and performance, including without limitation the purchase obligations, under this Agreement shall be contingent upon a vote of the Marlborough City Council (the “City Council”) to (i) approve the subject purchase at the Purchase Price, and (ii) an appropriation of said Purchase Price, no later than June 26, 2020. In the event that the City Council does not approve said purchase or appropriate said Purchase Price, this Agreement shall automatically terminate and be null and void, without recourse to either party, and any deposits made hereunder shall be refunded forthwith.

8) CLOSING:

a) Subject to the foregoing provisions, final settlement of the parties’ purchase and sale obligations hereto, including but not limited to delivery of the deed, shall occur at 10:00 A.M. on August 3, 2020 (hereinafter, “the Closing Date” or “date of closing”). Accordingly, neither the SELLER nor the BUYER shall be required to proceed with the closing for purchase of the Premises unless and until the City Council has authorized the purchase for the above-stated Purchase Price and appropriated said Purchase Price. In the event that the City Council votes to authorize the purchase and appropriate the Purchase Price, then the closing shall take place at Marlborough City Hall on the Closing Date unless otherwise agreed to by the parties in writing.

b) Omitted.

- c) Expenses and Prorations: Real estate taxes on the Premises, which shall be paid by SELLER, shall be prorated as of the day of Closing based upon the latest available tax bill. SELLER shall pay all statutorily required transfer taxes or deed stamps relating to the sale of the Premises and BUYER shall pay the cost of recording the municipal lien certificate. BUYER shall pay all costs associated with recording of the Deed and cost of BUYER's title policies, if any. Each party shall be responsible for their own legal expenses. Any payments or expenses due by SELLER at time of Closing shall be made by certified or bank check only.
- d) On the Closing Date, BUYER'S attorney shall record the municipal lien certificate and the Deed and deliver to the appropriate parties all closing documents. It is agreed that the BUYER'S attorney shall have no liability to the SELLER for the performance of services in relation to the purchase and sale of the Premises, and that the performance of said services by BUYER's attorney does not constitute an attorney-client relationship between SELLER and BUYER'S attorney. Each party shall be responsible for his/her/its own legal expenses.
- e) Before the Closing Date, BUYER shall have complied with the provisions of chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act) for acquisition of real property.
- f) Buyer's Deliveries. At closing, BUYER shall execute and/or deliver to SELLER the following: Purchase Price.
- g) Seller's Deliveries. In addition to the Deed, SELLER shall deliver to BUYER in advance of the Closing, as a condition of BUYER'S obligations under this Agreement, the following, in forms acceptable to BUYER:
- i) IRS Form W-9, Taxpayer Identification Number and Certification (delivered to BUYER at time of execution of this Agreement);
 - ii) Certificate of Non-Foreign Status pursuant to IRS Code 26 CFR 1.1445;
 - iii) Disclosure Statement for Transaction with a Public Agency Concerning Real Property pursuant to M.G.L. c. 7C, § 38 (delivered at time of execution of this Agreement);
 - iv) Tax Attestation Form pursuant to M.G.L. c. 62C, § 49A (delivered at time of execution of this Agreement);
 - v) Omitted.
 - vi) Closing Statement counterpart;
 - vii) Owner's affidavit in customary form used by BUYER's title company, if any;
 - viii) Eminent domain release; and
 - ix) Any other instrument/document as BUYER may reasonably request, including without limitation, documents for purpose of confirming proper and lawful execution and delivery of closing documents and conveyance of the Premises to BUYER in accordance with this Agreement.
- 9) POSSESSION, CONDITION OF PREMISES: Full possession of said premises is to be delivered at the time of the delivery of the Deed, said premises to be in the same condition as they are now, reasonable use and wear thereof excepted. The SELLER agrees to deliver the Premises at the time of delivery free of all tenants, lessees,

occupants, or parties and free of all personal property of SELLER not being conveyed to BUYER, including but not limited to, all personal property of any tenant, lessee, occupant, or party, and motor vehicles, equipment, debris and trash upon the Premises. The BUYER shall be entitled to personally inspect said Premises prior to delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause.

Notwithstanding anything to the contrary herein, the Premises may contain the tenants (as identified below) at time of delivery subject to the following conditions. Seller shall not be required to pursue an eviction or summary process of a lease or tenancy at will upon the Premises, provided that Seller shall deliver written notice to the tenants ending the lease or tenancy at the Premises on July 31, 2020 and demanding that the tenants vacate the Premises as of said date. Seller shall provide Buyer with a copy of the delivered written notice by June 29, 2020.

If Seller is unable to deliver said written notice to tenants due solely to Chapter 65 of the Acts of 2020, Seller shall give written notice to Buyer by June 29, 2020, and Buyer shall be entitled to extend the Closing Date for one or more intervals of thirty (30) days to allow for delivery of the notice to tenants (each interval an “Extended Period”). During each extended period, Seller shall deliver written notice to terminate the lease or tenancy and demand tenants vacate the Premises at the first lawful date, meaning the end of the next monthly rental period, within seven (7) days of the date upon which Seller is first permitted to do so by law, with a copy to Buyer.

Alternatively, upon receiving written notice from Seller of inability to deliver said notice, or at anytime during an extended period, Buyer may elect to waive the requirement of notice to tenants and notify Seller that the Closing Date shall occur within thirty (30) days.

In any case, the parties agree that for purposes of this paragraph, the Closing Date shall be no later than October 29, 2020, unless extended by mutual agreement. The parties agree that time is of the essence.

Seller warrants that the following is a complete and current list of all leases or tenancies (written or oral) encumbering the Premises:

TENANT’S NAME	UNIT #	TENANCY TERM EXPIRATION
Jeffrey A. Blair, Nathan E. Caufield and James R. Solely	Apt. 2	Month to Month Tenancy at Will (Oral) expires July 31, 2020.

and that (a) no person, firm, or corporation has any title, interest, or right to possession of the Premises or any apartment or unit thereof as a tenant of Seller except as shown on the list above, (b) all the leases/tenancies shown on the list above are presently in full force and effect, and have not been assigned, sublet, or otherwise transferred to third parties, (c) Seller is not in default in the performance of any such agreement or instrument, and no tenant is entitled to any rebate or other benefit except as set forth in the leases/tenancies referred to in the list above, (d) no rent has

been prepaid for more than one (1) month in advance; (e) no leasing commissions are due under any lease/tenancy (or will be due during the terms thereof); (f) no tenants have any rights to purchase the Premises under or pursuant to any lease/tenancy other agreements binding on SELLER; (g) SELLER is not presently holding and has never held any last month's rent for which interest is due and payable; and (h) the rentals and other sums due or to become due under the leases/tenancies referred to in the list above have not been assigned or encumbered by Seller and will not be assigned, encumbered, or subjected to any liens by Seller. Seller shall not enter into any new leases or tenancies (written or oral) encumbering the Premises, nor shall Seller amend, extend, modify and/or alter any of the existing leases or tenancies identified above without Buyer's written approval. Seller's representations in this paragraph are incorporated by reference as representations under paragraph 27 of this Agreement.

If at Closing, the above identified tenants remain in possession of the Premises, then:

- (1) Rents received from Seller's tenants shall be prorated as of the date of Closing, with Seller to receive all rents which have accrued (on a daily basis) up to Closing and Purchaser to receive all rents accruing (on a daily basis) on and after Closing. At the time of Closing, Seller shall deliver to Purchaser the sum of all tenants' security deposits, as well as any other deposits (including last month's rent, if applicable) that may have been made by tenants of the Premises, with all accrued interest.
 - (2) Seller shall execute any document reasonably necessary to assign the lease or tenancy to Buyer.
 - (3) Seller shall indemnify, defend, and hold harmless the Buyer, and its officials and employees, from and against any and all claims, actions, judgments, liabilities, liens, damages, penalties, fines, costs and expenses including, but not limited to, reasonable attorneys' fees (collectively "damages"), asserted against, imposed on, or suffered or incurred by the indemnified parties directly or indirectly arising out of any act or omission prior to the Closing Date relating to Seller's lease or tenancy with any tenants at the Property.
- 10) EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM: If the SELLER shall be unable to give title or make conveyance, or to deliver possession of the Premises all as herein stipulated, or if at the time of delivery of the Deed the Premises does not conform with the provisions hereof or is not completed, the SELLER shall use reasonable efforts to remove any defects in title, provided that SELLER shall not be required to spend in excess of \$2,500 (Two-thousand Five-hundred dollars) exclusive of voluntary encumbrances and attorney's fees, to delivery possession as provided herein, in which event the time for performance hereunder shall be extended, by written notice from the SELLER to the BUYER, for a period designated by SELLER in their sole discretion, not in excess of sixty (60) days, and if a shorter period than sixty (60) days is designated, SELLER may further extend the time for performance one or more times, by written notice from the SELLER to the BUYER, but in no event beyond such sixty (60) day period.
- 11) AUTHORIZATION TO EXTEND DEADLINES. BUYER and SELLER hereby authorize their respective attorneys (if any, as the case may be) to execute on their

behalf any extensions to the time for buyer's contingency deadline, performance and any change of location and/or time of delivery of the Deed. BUYER and SELLER shall be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent of such extensions, that either party has disclaimed the authority granted herein to bind them. For the purposes of this Agreement, facsimile and pdf signatures shall be construed as original.

- 12) FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.: If at the expiration of any such extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the Premises conform as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage for said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then BUYER's sole and exclusive rights shall be to elect either: (a) to require that any deposit made hereunder be forthwith refunded, whereupon the deposit shall be refunded with interest and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto; or, (b) at the Closing Date or any extended time for performance, BUYER shall accept such title and possession as the SELLER can deliver to the Premises in its then condition, and pay the Purchase Price with deduction as agreed upon by BUYER and SELLER, in which case the SELLER shall convey such title and deliver such possession.
- 13) BUYER'S ELECTION TO ACCEPT TITLE: The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said Premises in its then condition and to pay therefor the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER have previously restored the Premises to their former condition either:
- (a) pay over or assign to the BUYER, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration; or
 - (b) if a holder of a mortgage in said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.
- 14) ACCEPTANCE OF DEED: The acceptance of the Deed by the BUYER shall be deemed to be a full performance and discharge of every agreement and obligation of SELLER herein contained or expressed, except of this Agreement which expressly provide that any obligation of SELLER shall survive the Time of Closing, and such as are, by the terms hereof, to be performed after the delivery of said Deed.

- 15) USE OF PURCHASE MONEY TO CLEAR TITLE: To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded within a reasonable time following delivery of the Deed in accordance with prevailing conveyancing practices.
- 16) INSURANCE: Until delivery of the Deed at closing, SELLER shall maintain insurance on said Premises as follows:

<u>Type of Insurance</u>	<u>Amount of Coverage</u>
As presently insured by Seller	Risk of loss to remain with SELLER until delivery, acceptance, and recording of Deed

Commencing with the Date of the Closing, the BUYER shall be responsible for maintaining insurance on the Premises.

- 17) ADJUSTMENTS: There shall be no adjustments of any kind or nature. SELLER shall be responsible for all real estate taxes, water and sewer charges, and outstanding financing relating to the property up to the closing date.
- 18) BROKER’S FEE: There will be no broker’s fee involved with this transaction. If SELLER is represented by a real estate broker in connection with this Agreement and the transaction contemplated by this Agreement, SELLER agrees that SELLER shall be solely responsible for compensating such agent or broker in connection with same, and shall indemnify and hold harmless the BUYER from any claim or cause of action related to any such fee.
- 19) DEPOSIT: Any deposits made hereunder (if applicable) shall be made payable to the SELLER c/o Cornelius F. Sullivan P.C., Attorney at Law, and who shall hold said deposit in escrow subject to the terms of this Agreement, and shall be duly accounted for at the time for performance of this Agreement. Said deposit shall be held in a non interest-bearing escrow account payable to the BUYER so long as BUYER does not default hereunder.
- 20) WARRANTIES AND REPRESENTATIONS: The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction, nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.
- 21) PROPERTY SOLD “AS IS”: The Premises are being conveyed “AS IS” and as shown, and no representations have been made by the SELLER with regard to its condition except those contained in this Agreement; the BUYER and SELLER agree

that they have incorporated into this Agreement their entire understanding and that no oral statement or prior written statement made by any of them or by any person extrinsic to this Agreement shall have any force and effect.

- 22) COMPLIANCE WITH LAWS: This Agreement is subject to compliance with any and all applicable requirements of the Massachusetts General Laws, Special Laws, regulations and the ordinances of the City of Marlborough relative to acquisition of land by the BUYER and to the sale of land by the SELLER. Pursuant to M.G.L. c. 43, § 30, the City is prohibited from purchasing land for a price more than twenty-five percent in excess of the average assessed valuation during the previous three years to purchase.
- 23) EMINENT DOMAIN TAKING TO CONFIRM & CLEAR TITLE; RELOCATION: In addition to agreeing to acquire the Premises by transfer of a deed from the SELLER hereunder, SELLER hereby assents and agrees to the City of Marlborough's adoption and recording of an eminent domain order of taking under chapter 79 of the Massachusetts General Laws, at the City's sole discretion upon or after conveying the Premises by deed, for the purposes of confirming and clearing title to the Premises. SELLER further agrees to accept one (\$1.00) dollar as adequate compensation and damages for said confirmatory taking, and agrees to execute a release for themselves, their successors and assigns releasing the City of Marlborough, its officials, employees and agents from all claims resulting from said taking, and waiving SELLER'S, their successors and assigns, right to appeal or contest said taking for any reason in any forum including without limitation for and right, if any, to relocation assistance under M.G.L. c. 79A. SELLER shall institute no action for assessment of damages or bring any action in the nature thereof subsequent to the recording of any order of taking by the BUYER hereunder.

SELLER hereby agrees to waive any rights SELLER may have to relocation benefits under the provisions of M.G.L. c. 79A.

The provisions of this paragraph shall survive delivery of the Deed hereunder.

- 24) CONSTRUCTION OF AGREEMENT: This instrument, which may be executed in multiple counterparts, is to be governed and construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as SELLER, their obligation hereunder shall be joint and several. The headings used in the numbered paragraphs of this Agreement are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties thereto.
- 25) INSPECTION PROVISIONS: SELLER agree to allow BUYER, subject to reasonable notice being given to the tenants and the cooperation of the tenants which

SELLER shall coordinate, access to and entry onto and/or into the Premises prior to the date of performance herein under the following terms and conditions:

- (a) BUYER shall give at least 72 hours' notice to the SELLER;
 - (b) BUYER shall not perform any inspections on the Premises including testing of any kind without written notice to the SELLER and receipt of written authorization from the SELLER which shall not be unreasonably withheld. BUYER shall have the right, from time to time, at BUYER's sole cost, without material damage being imposed upon the Premises and remaining unrepaired, to enter upon the premises to make, or cause to be made, inspection, engineering and development findings in respect thereto, including (without limitation) the making of tests to determine whether any portion of the Premises contains any hazardous substances under applicable laws. Upon determination that a hazardous substance is present on or in the Premises, BUYER may terminate this Agreement upon written notice to SELLER. In the event of any such termination, any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties shall cease and this Agreement shall be void without recourse to either party.
 - (c) BUYER or BUYER'S agents, employees, licenses or contractors shall indemnify and hold SELLER harmless from any and all personal and/or property damage resulting from said access to and entry onto and/or into the Premises.
- 26) SELLER' COVENANTS: SELLER covenants and agrees as follows:
- (a) Henceforth through Closing, SELLER shall not consent to any request to make and/or extend any lease, contract, option or agreement affecting the Premises which would grant any third party any rights to such land, except with written consent of the BUYER;
 - (b) Henceforth through Closing, SELLER shall not consent to any request or cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement to be placed upon or created with respect to the Premises, except with written consent of the BUYER;
 - (c) Henceforth through Closing, with the exception of ordinary landscape maintenance, including but not limited to mowing of grass, raking leaves, and trimming of trees and shrubs, SELLER shall not consent to any request to erect any structures and/or remove any vegetation, soils or minerals from the Premises or to disturb or suffer the disturbance of the existing contours and/or other natural features of the land in any way whatsoever, except with written consent of the BUYER; and
 - (d) At or prior to the Closing, SELLER shall pay in full all outstanding amounts due to third parties arising from any work or services performed at or on the Premises by such third parties and in the event that any mechanics lien or materialmen's lien is filed by any such third party in connection with such work, SELLER

hereby assent and agree to indemnify and hold harmless the City of Marlborough, its officials, employees and agents with respect to such claim.

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

- 27) SELLER'S REPRESENTATIONS: SELLER represents and warrants to BUYER that:
- (a) SELLER has full power and authority to enter into this Agreement, and the person(s) signing this Agreement for SELLER have full power and authority to sign and bind SELLER to this Agreement;
 - (b) There are no parties in possession of the premises (excepting the tenants identified in paragraph 9 only), and no work has been done on the Premises which would entitle anyone to a mechanic's lien and or to file notice of contract relating to the premises as of the date of this Agreement;
 - (c) The premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the premises. Neither the execution and delivery of this Agreement nor SELLER' performance of its obligations hereunder will constitute a breach or default under any agreement to which the SELLER are bound;
 - (d) There is no litigation or proceeding pending or threatened, that would affect a transfer of title to the Premises;
 - (e) Except for lead paint covered by siding and a disconnected heating oil tank in the basement which may contain residual heating oil, there is no evidence that Hazardous Substances, as defined herein, have been stored, generated, manufactured, disposed, transported or treated at or on the Premises. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance that may be classified as hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant under applicable federal, state or local laws, statute, ordinance, rule or regulation (hereinafter, "Applicable Laws") or which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws, but shall exclude materials commonly used for household purposes in appropriate amounts for household purposes
 - (f) During the SELLER' period of ownership of the Premises, SELLER have not used, nor will it permit the use of by any other person or entity, any portion of the Premises for the purposes of storage, generation, manufacture, disposal, transportation or treatment of any Hazardous Substance under Applicable Laws

which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws; and

- (g) There are no petitions in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or other action under Federal or State bankruptcy laws pending against or contemplated by SELLER.
- (h) The Premises are vacant and there are no tenants, lessees, occupants, or parties occupying the Premises, and SELLER shall deliver the Premises in the same condition to BUYER, or the Premises are occupied in part by only those tenants specifically identified in paragraph 9. All representations in paragraph 9 are restated and incorporated herein to this paragraph.

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

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

28) SELLER'S CLOSING STATEMENT

SELLER agrees to execute at the closing under oath to the BUYER or to any title insurance company issuing a policy to the BUYER to the effect that: (1) there are no tenants, lessees or parties in possession of the Premises, or the Premises are occupied in part by only those tenants specifically identified in paragraph 9; (2) SELLER has no knowledge of any work having been done on the Premises which would entitle anyone now or hereafter to claim a mechanics or materialmen's lien on the Premises; and (3) SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

29) REMEDIES:

- a. Seller's Failure to Perform. In addition to any other remedy provided for in this Agreement, in the event of SELLER's failure to perform any of SELLER's obligations under this Agreement, BUYER shall have: (i) the right to waive such failure or breach and proceed to Closing with no reduction in the Purchase Price, (ii) the right to seek damages for breach of contract or (iii) the right to terminate this Agreement upon written notice to SELLER with any deposits returned to BUYER upon such termination, in which case the parties shall have no further

obligations under this Agreement except for those obligations, if any, which expressly survive the termination of this Agreement.

- b. Buyer's Failure to Perform. In the event of BUYER's failure to perform any of BUYER's obligations under this Agreement, SELLER shall have as its sole remedies: (i) the right to waive such failure or breach and proceed to Closing without adjustment to the Purchase price, or (ii) retain any deposit made hereunder either of which shall be SELLER's sole and exclusive remedy.

- 30) TITLE STANDARD: Any title matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of The Real Estate Bar Association for Massachusetts, Inc. at the time for delivery of the Deed shall be governed by such standard to the extent applicable.
- 31) NOTICE: Whenever, by the terms of this agreement, notice shall or may be given either to BUYER or to SELLER, such notice shall be deemed to have been given only if in writing and either delivered by hand or sent by registered or certified mail, postage prepaid, if intended for the BUYER, to:

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

with copy to:

City Solicitor
City of Marlborough
140 Main Street
Marlborough, MA 01752

and, if intended for the SELLER, to:

Cornelius F. Sullivan P.C., Attorney
at Law, 491 Main Street, Suite D
P.O. Box 731, Groton, MA 01450

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

- 32) NEXT BUSINESS DAY: If the period by which any right, option or election must be exercised, or by which any act must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, Federal or Commonwealth of Massachusetts holiday, such time shall automatically extend through the close of business on the next business day.
- 33) BINDING ON SUCCESSORS: This Agreement shall be binding not only upon the parties, but also upon their respective heirs, personal representatives, assigns, and other successors in interest.


- 34) APPLICABLE LAW: This Agreements hall be governed by and construed and enforced in accordance with the laws of the Commonwealth of Massachusetts without regard to conflict of law principles.
- 35) ENTIRE AGREEMENT; MODIFICATIONS; WAIVER: This Agreement constitutes the entire agreement between BUYER and SELLER pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understandings. This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted. No supplement, modification, waiver or amendment of this Agreement shall be binding unless specific and in writing executed by the party against whom such supplement, modification, waiver or amendment is sought to be enforced. No delay, forbearance or neglect in the enforcement of any conditions of this Agreement or any rights or remedies hereunder shall constitute or be construed as a waiver thereof. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver.
- 36) COUNTERPARTS: This Agreement may be signed and delivered in counterparts with the same effect as if each party had signed and delivered the same copy. When each party has executed and delivered a counterpart, all counterparts together constitute one Purchase and Sale Agreement. A copy of the executed Agreement that has been faxed or sent electronically shall have the same force and effect as the original.

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

UPON SIGNING THIS DOCUMENT WILL BECOME A LEGALLY BINDING AGREEMENT, IF NOT UNDERSTOOD, SEEK ADVICE FROM AN ATTORNEY.

SELLER:

Charles R. Platt, as Trustee of
the 25 Witherbee Street, Realty Trust;



Charles R. Platt, Trustee
Duly Authorized

Date: 5/29/20

BUYER:

THE CITY OF MARLBOROUGH

BY ITS DULY AUTHORIZED MAYOR:

Arthur G. Vigeant, Mayor, in his official
capacity and not individually

Date: _____



City of Marlborough
Office of the Mayor

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

RECEIVED
CITY CLERK'S OFFICE
Arthur G. Vigeant
CITY OF MARLBOROUGH
MAYOR
2020 JUN -4 A 11: 52
Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: Transfer Request

Honorable President Ossing and Councilors:

I have enclosed for your review and approval a transfer requests to fund the recently ratified collective bargaining agreement between the City and MMEA. As indicated in the attached letter, the original transfer sent to the Council on April 27, 2020 did not include all retro-active pay owed to union members.

If you have any questions or comments, please do not hesitate to contact Auditor Diane Smith or me.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure



CITY OF MARLBOROUGH
Office of the City Auditor
140 Main St.
Marlborough, MA 01752

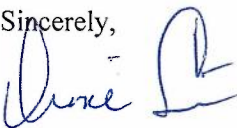
June 2, 2020

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

RE: Transfer Request

Enclosed herewith is a supplemental transfer request to fund the recently ratified collective bargaining agreement between the City and the MMEA. The original transfer sent to the council on April 27th failed to include all retro-active pay owed to the members.

Please contact me if you should have any further questions regarding this information.

Sincerely,


Diane Smith
City Auditor

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Auditor		FISCAL YEAR: 2020							
FROM ACCOUNT:				TO ACCOUNT:					
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$97,132.15</u>	<u>\$22,219.15</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for Salaries</u>	<u>\$1,261.07</u>	<u>11350002</u>	<u>50062</u>	<u>Finance Assistant</u>	<u>\$5,125.98</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			
					<u>\$1,023.07</u>	<u>11350002</u>	<u>50520</u>	<u>Principal Clerk</u>	<u>\$4,153.68</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			
					<u>\$428.25</u>	<u>11350002</u>	<u>50770</u>	<u>Senior Clerk</u>	<u>\$1,789.75</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			
					<u>\$1,190.11</u>	<u>11410002</u>	<u>50550</u>	<u>Head Clerk</u>	<u>\$4,634.64</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			
					<u>\$876.42</u>	<u>11410002</u>	<u>50770</u>	<u>Senior Clerk</u>	<u>\$3,559.53</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			
					<u>\$1,752.87</u>	<u>11440002</u>	<u>50770</u>	<u>Senior Clerk</u>	<u>\$7,119.03</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			
					<u>\$1,371.75</u>	<u>11550001</u>	<u>50210</u>	<u>Sr System Analyst</u>	<u>\$5,557.40</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			
					<u>\$920.68</u>	<u>11550001</u>	<u>50213</u>	<u>Network Engineer</u>	<u>\$7,635.17</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			
					<u>\$4,542.45</u>	<u>11920001</u>	<u>50292</u>	<u>Bidg Craftsman</u>	<u>\$11,141.70</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			
					<u>\$1,202.19</u>	<u>11920001</u>	<u>50385</u>	<u>Electrician</u>	<u>\$4,856.16</u>
	Reason:	_____			Reason:	<u>Contractual Obligation</u>			

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Auditor

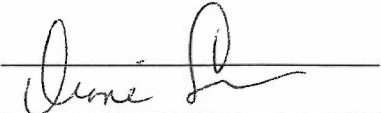
FISCAL YEAR: 2020

FROM ACCOUNT:

TO ACCOUNT:

				\$1,179.85	12200002	50062	Finance Assistant	\$5,207.20
Reason:							Contractual Obligation	
				\$933.82	14001002	50062	Finance Analyst	\$4,451.43
Reason:							Contractual Obligation	
				\$1,014.85	14001002	50520	Principal Clerk	\$4,161.90
Reason:							Contractual Obligation	
				\$1,165.60	14001002	50550	Head Clerk	\$4,664.15
Reason:							Contractual Obligation	
				\$166.68	14001002	50770	Senior Clerk	\$4,269.27
Reason:							Contractual Obligation	
				\$876.44	14920002	50770	Senior Clerk	\$3,559.51
Reason:							Contractual Obligation	
				\$862.46	15410001	50312	Outreach Worker	\$3,896.44
Reason:							Contractual Obligation	
				\$525.08	15410002	50584	Clerk Typist	\$3,385.97
Reason:							Contractual Obligation	
				\$925.51	15410002	50770	Senior Clerk	\$3,510.44
Reason:							Contractual Obligation	
				\$22,219.15				

Department Head signature:



Auditor signature:

Comptroller signature:



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

7-1

Arthur G. Vigeant
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Matthew A. Boudreau
EXECUTIVE AIDE
2020 JUN -4 A 11:52
Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: Grant Acceptance – Marlborough Police Department

Honorable President Ossing and Councilors:

I am pleased to submit for your acceptance a grant of \$41,966.00 for the Marlborough Police Department from the United States Department of Justice Programs as part of their Bureau of Justice Assistance FY20 Coronavirus Emergency Funding Program. This money will be used to allow the Marlborough Police Department to purchase necessary protective equipment to continue providing face-to-face public safety services during the outbreak of COVID-19. We appreciate United States Department of Justice's support for our officers and community.

Thank you for your consideration, and please do not hesitate to contact Chief Giorgi or me with any questions.

Sincerely,


Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough

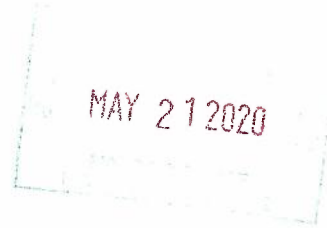
Police Department

355 Bolton Street, Marlborough, Massachusetts 01752
Tel. (508)-485-1212 Fax (508)-624-6938

David A. Giorgi
Chief of Police

May 20, 2020

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



Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$41,966.00 from the Office of Justice Programs (OJP), United States Department of Justice (DOJ). The award is part of the Bureau of Justice Assistance (BJA) FY20 Coronavirus Emergency Supplemental Funding Program and is for the project entitled City of Marlborough COVID-19 Emergency Response. The department was notified of our eligibility for the supplemental funding and completed the application process. The award will allow our department to purchase the necessary equipment to allow officers to continue to provide services to the City, while modifying our practices and procedures in the face of the COVID-19 pandemic.

Attached is a copy of the Notice of Grant Award letter, the grant approval letter from the United States Department of Justice and a copy of the detailed grant document provided with the award notice. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

David A. Giorgi
Chief of Police

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Police DATE: 5/20/2020

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief of Police David A. Giorgi

NAME OF GRANT: BJA FY20 Coronavirus Emergency Supplemental Funding Program

GRANTOR: United States Department of Justice(DOJ)

GRANT AMOUNT: \$41,966.00

GRANT PERIOD: 01/20/20 to 01/31/2022

SCOPE OF GRANT/
ITEMS FUNDED Funding to be used to update data services and technology for department while allowing officers to maintain social distance. Updates include ugrades to mobile data terminals, scheduling software and traffic message boards.

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?
N/A

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: ASAP

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



Department of Justice (DOJ)
Office of Justice Programs

Office of the Assistant Attorney General

Washington, D.C. 20531

May 15, 2020

Chief David Giorgi
City of Marlborough
140 Main Street
Marlborough, MA 01752-3812

Dear Chief Giorgi:

On behalf of Attorney General William P. Barr, it is my pleasure to inform you that the Office of Justice Programs (OJP), U.S. Department of Justice (DOJ), has approved the application by City of Marlborough for an award under the OJP funding opportunity entitled "BJA FY 20 Coronavirus Emergency Supplemental Funding Program." The approved award amount is \$41,966. These funds are for the project entitled City of Marlborough COVID-19 Emergency Response.

The award document, including award conditions, is enclosed. The entire document is to be reviewed carefully before any decision to accept the award. Also, the webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by OJP. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should City of Marlborough accept the award and then fail to comply with an award requirement, DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

Please direct questions regarding this award as follows:

- For program questions, contact Zafra Stork, Program Manager at (202) 598-1483; and
- For financial questions, contact the Customer Service Center of OJP's Office of the Chief Financial Officer at (800) 458-0786, or at ask.ocfo@usdoj.gov.

We look forward to working with you.

Sincerely,

A handwritten signature in blue ink, appearing to read "Katharine T. Sullivan".

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

Encl.



Department of Justice (DOJ)
Office of Justice Programs
Bureau of Justice Assistance

Grant

1. RECIPIENT NAME AND ADDRESS (Including Zip Code)

City of Marlborough
140 Main Street
Marlborough, MA 01752-3812

4. AWARD NUMBER: 2020-VD-BX-0509

5. PROJECT PERIOD: FROM 01/20/2020 TO 01/31/2022

BUDGET PERIOD: FROM 01/20/2020 TO 01/31/2022

6. AWARD DATE 05/15/2020

7. ACTION

Initial

2a. GRANTEE IRS/VENDOR NO.

046001428

8. SUPPLEMENT NUMBER

00

2b. GRANTEE DUNS NO.

045633484

9. PREVIOUS AWARD AMOUNT

\$ 0

3. PROJECT TITLE

City of Marlborough COVID-19 Emergency Response

10. AMOUNT OF THIS AWARD

\$ 41,966

11. TOTAL AWARD

\$ 41,966

12. SPECIAL CONDITIONS

THE ABOVE GRANT PROJECT IS APPROVED SUBJECT TO SUCH CONDITIONS OR LIMITATIONS AS ARE SET FORTH ON THE ATTACHED PAGE(S).

13. STATUTORY AUTHORITY FOR GRANT

This project is supported under FY20(BJA - CESF) Pub. L. No. 116-136, Div. B; 28 U.S.C. 530C

14. CATALOG OF DOMESTIC FEDERAL ASSISTANCE (CFDA Number)

16.034 - Coronavirus Emergency Supplemental Funding Program

15. METHOD OF PAYMENT

GPRS

AGENCY APPROVAL

GRANTEE ACCEPTANCE

16. TYPED NAME AND TITLE OF APPROVING OFFICIAL

Katharine T. Sullivan
Principal Deputy Assistant Attorney General

18. TYPED NAME AND TITLE OF AUTHORIZED GRANTEE OFFICIAL

David A. Giorgi
Chief of Police

17. SIGNATURE OF APPROVING OFFICIAL

19. SIGNATURE OF AUTHORIZED RECIPIENT OFFICIAL

19A. DATE

05/18/2020

AGENCY USE ONLY

20. ACCOUNTING CLASSIFICATION CODES

FISCAL YEAR	FUND CODE	BUD. ACT.	DIV. OFC.	DIV. REG.	SUB.	POMS	AMOUNT
X	B	VD	80	00	00		41966

21. VVDUGT0537



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

8-1

Arthur G. Vigeant
RECEIVED
MAYOR
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Nathan R. Boudreau
EXECUTIVE AIDE
2020 JUN 4 AM 11:52

Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: Grant Acceptance – Marlborough Police Department

Honorable President Ossing and Councilors:

I am pleased to submit for your acceptance a grant of \$10,500.00 for the Marlborough Police Department from the Commonwealth of Massachusetts Executive Office of Public Safety as part of the FY20 Traffic Enforcement Grant Program. This money will be used to allow the Marlborough Police Department to enforce traffic measures that focus on impaired driving, speeding, distracted driving, and Click It or Ticket violations during two selected two week periods. Unfortunately, restrictions caused by COVID-19 have stalled the implementation of the last enforcement period. Chief Giorgi is working with the Commonwealth to remedy this situation. We appreciate the Commonwealth of Massachusetts Executive Office of Public Safety's support for our officers and community.

Thank you for your consideration, and please do not hesitate to contact Chief Giorgi or me with any questions.

Sincerely,


Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough

Police Department

355 Bolton Street, Marlborough, Massachusetts 01752
Tel. (508)-485-1212 Fax (508)-624-6938

David A. Giorgi
Chief of Police

May 15, 2020

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



Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$10,500.00 from the Commonwealth of Massachusetts Executive Office of Public Safety and Security's (EOPSS) Office of Grants & Research(OGR). The award is part of the federal fiscal year (FFY) 2020 Traffic Enforcement Program with funding made possible by the National Highway Traffic Safety Administration. The traffic enforcement measures are to focus on impaired driving, speeding, distracted driving and Click It or Ticket(seatbelt violations). These initiatives are to be performed over designated two week periods between December 2019- August 2020. Unfortunately, at this time, the COVID-19 pandemic has stalled the implementation of the last two enforcement periods. However, as restrictions ease through the Commonwealth, our department will seek to pursue these enforcement measures.

Attached is a copy of the Notice of Grant Award letter, the grant approval letters, a copy of the budgeted enforcement periods and a copy of the signed contract. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

David A. Giorgi
Chief of Police

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: Police DATE: 5/18/2020

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief of Police David A. Giorgi

NAME OF GRANT: FFY 2020 Traffic Enforcement Program grant

GRANTOR: Executive Office of Public Safety and Security/Office of Grants and Research

GRANT AMOUNT: \$10,500.00

GRANT PERIOD: Present - Sept. 15, 2020

SCOPE OF GRANT/
ITEMS FUNDED Traffic enforcement measures to focus on impaired driving, speeding, distracted driving and Click It or Ticket(seatbealt violations).

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:

N/A

ANY OTHER EXPOSURE TO CITY?
N/A

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: ASAP

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



The Commonwealth of Massachusetts
Executive Office of Public Safety & Security

8-4

Office of Grants & Research
Ten Park Plaza, Suite 3720-A
Boston, Massachusetts 02116
Tel: 617-725-3301
Fax: 617-725-0260
www.mass.gov/ogr

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Thomas A. Turco, III
Secretary

Kevin J. Stanton
Executive Director

December 23, 2019

Chief David Giorgi
355 Bolton Street
Marlborough, MA 01752

Dear Chief Giorgi:

The Executive Office of Public Safety and Security/Office of Grants and Research (EOPSS/OGR) is pleased to inform you that the Marlborough Police Department has been awarded a grant to support the Traffic Enforcement program for federal fiscal year (FFY) 2020.

Based on the expected federal funding from the National Highway Traffic Safety Administration (NHTSA), your maximum award amount will be \$14000. At this time, you are receiving only a partial award amount of \$10,500.00, and it is available through September 15, 2020. The balance of the award will be provided as additional funds are received from NHTSA.

This is a reimbursable grant. For your grant records, enclosed is a Subrecipient Grant Award Details Notification document which we are required to share with your office. Fill in the shaded boxes with department specific information using the accompanying award funding spreadsheet as well as your own unique entity identifier.

Your point of contact at OGR is Rich Valeri, Program Coordinator. He can be reached at Richard.Valeri@mass.gov or 617-933-3528.

Through authorizing e-mails in the coming months from Mr. Valeri, you will receive details on how to spend the partial award amount during the various campaign periods of this program.

We look forward to working with your department to improve traffic Safety within the Commonwealth.

Sincerely,

A handwritten signature in black ink, appearing to read "Kevin J. Stanton".

Executive Director Kevin J. Stanton



CHARLES D. BAKER
Governor

Office of the Governor
Commonwealth of Massachusetts
State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

8-5

KARYN E. POLITO
Lieutenant Governor

December 23, 2019

Chief David Giorgi
355 Bolton Street
Marlborough, MA 01752

Dear Chief Giorgi:

Congratulations! We are pleased to inform you that the Marlborough Police Department has been selected to receive a FFY 2020 Traffic Enforcement Program grant award from the Executive Office of Public Safety and Security/Office of Grants and Research (EOPSS/OGR). Funding was made possible from the FFY20 National Highway Traffic Safety Administration grant program. Based on the expected federal funding to support this award, your maximum award amount is \$14000.

Please note, funding will be made available through September 15, 2020. All award documents necessary to make this award official will be provided to you by OGR. If you have any questions regarding this matter, please contact Richard Valeri, Program Coordinator, at Richard.Valeri@mass.gov or 617-933-3528.

We thank you for the work you do to keep Massachusetts roads safe for everyone.

Sincerely,

Handwritten signature of Charles D. Baker in black ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in black ink.

Lt. Governor Karyn E. Polito

FFY 2020 Traffic Enforcement Program Budget Schedule

Maximum Award Amount per Campaign Period

FY20 Traffic Enforcement Departments	Total Amount of Federal Award Committed to Subrecipient by the Pass-Through Entity	Amount of Federal Funds Obligated by this Action by the Pass-Through Entity to Subrecipient	Maximum Award Amount per Campaign Period					Summer Impaired Driving (August 2020)
			Winter Impaired Driving	Speed	Distracted Driving	Click It Or Ticket	Speed	
	Maximum Award Amount	Present Award Amt (5 Campaigns)	Dec. 10, 2019-Jan. 20, 2020	March 6-22, 2020	April 1-30, 2020	May 14-31, 2020	June 11-July 5, 2020	Not awarded at this time.
Lawrence Police Department	\$20,000.00	\$15,000.00	\$2,875.00	\$1,600.00	\$3,400.00	\$5,000.00	\$2,125.00	
Leicester Police Department	\$12,000.00	\$9,000.00	\$1,725.00	\$960.00	\$2,040.00	\$3,000.00	\$1,275.00	
Lexington Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
Lowell Police Department	\$50,000.00	\$37,500.00	\$7,187.50	\$4,000.00	\$8,500.00	\$12,500.00	\$5,312.50	
Lunenburg Police Department	\$12,000.00	\$9,000.00	\$1,725.00	\$960.00	\$2,040.00	\$3,000.00	\$1,275.00	
Lynn Police Department	\$20,000.00	\$15,000.00	\$2,875.00	\$1,600.00	\$3,400.00	\$5,000.00	\$2,125.00	
Malden Police Department	\$20,000.00	\$15,000.00	\$2,875.00	\$1,600.00	\$3,400.00	\$5,000.00	\$2,125.00	
Mansfield Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
Marlborough Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
Marshfield Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
Medway Police Department	\$12,000.00	\$9,000.00	\$1,725.00	\$960.00	\$2,040.00	\$3,000.00	\$1,275.00	
Melrose Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
Methuen Police Department	\$16,000.00	\$12,000.00	\$2,300.00	\$1,280.00	\$2,720.00	\$4,000.00	\$1,700.00	
Milford Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
Millbury Police Department	\$12,000.00	\$9,000.00	\$1,725.00	\$960.00	\$2,040.00	\$3,000.00	\$1,275.00	
Milton Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
Needham Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
New Bedford Police Department	\$20,000.00	\$15,000.00	\$2,875.00	\$1,600.00	\$3,400.00	\$5,000.00	\$2,125.00	
Newton Police Department	\$20,000.00	\$15,000.00	\$2,875.00	\$1,600.00	\$3,400.00	\$5,000.00	\$2,125.00	
Northampton Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
Northbridge Police Department	\$12,000.00	\$9,000.00	\$1,725.00	\$960.00	\$2,040.00	\$3,000.00	\$1,275.00	
Norwell Police Department	\$12,000.00	\$9,000.00	\$1,725.00	\$960.00	\$2,040.00	\$3,000.00	\$1,275.00	
Norwood Police Department	\$14,000.00	\$10,500.00	\$2,012.50	\$1,120.00	\$2,380.00	\$3,500.00	\$1,487.50	
Oxford Police Department	\$12,000.00	\$9,000.00	\$1,725.00	\$960.00	\$2,040.00	\$3,000.00	\$1,275.00	
Peabody Police Department	\$16,000.00	\$12,000.00	\$2,300.00	\$1,280.00	\$2,720.00	\$4,000.00	\$1,700.00	
Pepperell Police Department	\$12,000.00	\$9,000.00	\$1,725.00	\$960.00	\$2,040.00	\$3,000.00	\$1,275.00	
Pittsfield Police Department	\$16,000.00	\$12,000.00	\$2,300.00	\$1,280.00	\$2,720.00	\$4,000.00	\$1,700.00	
Quincy Police Department	\$20,000.00	\$15,000.00	\$2,875.00	\$1,600.00	\$3,400.00	\$5,000.00	\$2,125.00	

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



8-7

This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the [Standard Contract Form Instructions](#), [Contractor Certifications](#) and [Commonwealth Terms and Conditions](#) which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Marlborough, Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS			
Legal Address: (W-9, W-4): 140 Main Street, Marlborough, MA 01752		Business Mailing Address: 10 Park Plaza, Suite 3720-A, Boston, MA 02116			
Contract Manager: Capt. Timothy Naze	Phone: 508-485-1212	Billing Address (if different):			
E-Mail: ebernal@lawpd.com <i>Sec Clerk</i>	Fax: 508-624-6937	Contract Manager: Diane Perrier	Phone: 617-725-3301		
Contractor Vendor Code: VC6000192112		E-Mail: Diane.Perrier@mass.gov	Fax:		
Vendor Code Address ID (e.g. "AD001"): AD001 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2020OTENFMARLBOROUGH			
		RFR/Procurement or Other ID Number: Grant Application			
<p style="text-align: center;"><u> X </u> NEW CONTRACT</p> <p>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</p> <p><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)</p> <p><input checked="" type="checkbox"/> Department Procurement (includes all Grants - 815 CMR 2.00) (Solicitation Notice or RFR, and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)</p>		<p style="text-align: center;"><u> </u> CONTRACT AMENDMENT</p> <p>Enter Current Contract End Date Prior to Amendment: _____, 20____.</p> <p>Enter Amendment Amount: \$ _____ (or "no change")</p> <p>AMENDMENT TYPE: (Check one option only. Attach details of amendment changes.)</p> <p><input type="checkbox"/> Amendment to Date, Scope or Budget (Attach updated scope and budget)</p> <p><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)</p>			
<p>The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services</p>					
<p>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.</p> <p><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.)</p> <p><input checked="" type="checkbox"/> Maximum Obligation Contract. Enter total maximum obligation for total duration of this contract (or new total if Contract is being amended), \$ 10,500.00</p>					
<p>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: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)</p>					
<p>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.) FFY2020 TRAFFIC ENFORCEMENT PROGRAM</p> <table style="width: 100%; border: none;"> <tr> <td style="width: 50%; border: none;"> AL-20-02-103/FASTACT402 - \$2,012.50 SC-20-03-103/FASTACT402 - \$1,120 DD-20-03-103/FASTACT402 - \$2,380 OP-20-02-103/FASTACT405b - \$3,500 SC-20-03-103/FASTACT402 - \$1,487.50 </td> <td style="width: 50%; border: none;"> Assistance Listings# 20.600 Assistance Listings# 20.600 Assistance Listings# 20.600 Assistance Listings# 20.616 Assistance Listings# 20.600 </td> </tr> </table> <p style="margin-left: 400px;"><i>Manager: Lt. Daniel Campbell Email: dcompbell@marlborough-ma.gov</i></p>				AL-20-02-103/FASTACT402 - \$2,012.50 SC-20-03-103/FASTACT402 - \$1,120 DD-20-03-103/FASTACT402 - \$2,380 OP-20-02-103/FASTACT405b - \$3,500 SC-20-03-103/FASTACT402 - \$1,487.50	Assistance Listings# 20.600 Assistance Listings# 20.600 Assistance Listings# 20.600 Assistance Listings# 20.616 Assistance Listings# 20.600
AL-20-02-103/FASTACT402 - \$2,012.50 SC-20-03-103/FASTACT402 - \$1,120 DD-20-03-103/FASTACT402 - \$2,380 OP-20-02-103/FASTACT405b - \$3,500 SC-20-03-103/FASTACT402 - \$1,487.50	Assistance Listings# 20.600 Assistance Listings# 20.600 Assistance Listings# 20.600 Assistance Listings# 20.616 Assistance Listings# 20.600				
<p>ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:</p> <p><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.</p> <p><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.</p> <p><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.</p>					
<p>CONTRACT END DATE: Contract performance shall terminate as of <u>9/15, 2020</u>, 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.</p>					
<p>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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, 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.</p>					
<p>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</p> <p>X: <u><i>[Signature]</i></u> Date: <u>12-22-19</u></p> <p>(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>David A. George</u></p> <p>Print Title: <u>Chief of Police</u></p>		<p>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</p> <p>X: <u><i>[Signature]</i></u> Date: <u>1/9/20</u></p> <p>(Signature and Date Must Be Handwritten At Time of Signature)</p> <p>Print Name: <u>Kevin J. Stanton</u></p> <p>Print Title: <u>Executive Director</u></p>			

RECEIVED JAN 10 2020



City of Marlborough Office of the Mayor

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

Arthur G. Vigeant
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Nathaniel R. Borwick
EXECUTIVE AIDE
2020 JUN -4 A 11: 52
Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: Grant Acceptance – Marlborough Police Department

Honorable President Ossing and Councilors:

I am pleased to submit for your acceptance a grant of \$6,000.00 for the Marlborough Police Department from the Commonwealth of Massachusetts Executive Office of Public Safety as part of the FY20 Pedestrian and Bicyclist Safety Grant Program. This money will be used to allow the Marlborough Police Department to utilize pedestrian and bicyclist data to identify specific locations and times of day to enforce safety laws as they relate to motorist, pedestrians, and bicycles. We appreciate the Commonwealth of Massachusetts Executive Office of Public Safety's support for our officers and community.

Thank you for your consideration, and please do not hesitate to contact Chief Giorgi or me with any questions.

Sincerely,


Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough

Police Department

355 Bolton Street, Marlborough, Massachusetts 01752
Tel. (508)-485-1212 Fax (508)-624-6938

David A. Giorgi
Chief of Police

May 18, 2020

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

MAY 21 2020

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$6,0000.00 from the Commonwealth of Massachusetts Executive Office of Public Safety(EOPS) and Security's Office of Grants & Research(OGR). The award is part of the federal fiscal year (FFY) 2020 Pedestrian and Bicyclist Safety Grant Program with funding made possible by the National Highway Traffic Safety Administration. The Department will utilize pedestrian and bicyclist data to identify specific locations and times of day to enforce safety laws as they relate to motorists, pedestrians and bicycles.

Attached is a copy of the Notice of Grant Award letter, the grant approval letters as well as copy of the contract. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

David A. Giorgi
Chief of Police

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Police DATE: 5/18/2020

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief of Police David A. Giorgi

NAME OF GRANT: Pedestrian and Bicyclist Safety Grant

GRANTOR: Executive Office of Public Safety and Security's Office of Grants and Research

GRANT AMOUNT: \$6,000.00

GRANT PERIOD: Present - September 15, 2020

SCOPE OF GRANT/
ITEMS FUNDED Department will utilize pedestrian and bicyclist data to identify specific locations and times of day to enforce traffic safety laws as they relate to motorists, pedestrians, and bicycles.

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:
N/A

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

ANY OTHER EXPOSURE TO CITY?
N/A

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: ASAP

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



CHARLES D. BAKER
Governor

Office of the Governor Commonwealth of Massachusetts

State House
Boston, Massachusetts 02133
Tel: (617) 725-4000

KARYN E. POLITO
Lieutenant Governor

May 13, 2020

Chief David A. Giorgi
Marlborough Police Department
355 Bolton Street
Marlborough, MA 01752-3935

Dear Chief Giorgi:

Congratulations! We are pleased to inform you that the **Marlborough Police Department** has been awarded a FFY 2020 grant from the Executive Office of Public Safety and Security's **Office of Grants and Research (OGR)** to support the **Pedestrian and Bicyclist Safety Grant Program**.

Based on the expected federal funding from the National Highway Traffic Safety Administration, your maximum award amount is **\$6,000.00**.

All documents necessary to make this award official will be provided to you by OGR. If you have any questions, please contact Christina Hernandez, OGR Program Coordinator, at Christina.hernandez@mass.gov or 617-725-3367.

We thank you for the work you do to keep Massachusetts roads safe for everyone.

Sincerely,

Handwritten signature of Charles D. Baker in black ink.

Governor Charles D. Baker

Handwritten signature of Karyn E. Polito in black ink.

Lt. Governor Karyn E. Polito



**The Commonwealth of Massachusetts
Executive Office of Public Safety & Security**

Office of Grants & Research

Ten Park Plaza, Suite 3720-A

Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

www.mass.gov/ogr

Charles D. Baker
Governor

Karyn E. Polito
Lieutenant Governor

Thomas A. Turco, III
Secretary

Kevin J. Stanton
Executive Director

May 13, 2020

Chief David A. Giorgi
Marlborough Police Department
355 Bolton Street
Marlborough, MA 01752-3935

Dear Chief Giorgi:

The **Executive Office of Public Safety and Security's Office of Grants and Research** is pleased to inform you that the **Marlborough Police Department** has been awarded a **\$6,000.00** grant to support the **Pedestrian and Bicyclist Safety Grant Program** during federal fiscal year (FFY) 2020. Funding was made possible by the National Highway Traffic Safety Administration and is available through September 15, 2020.

If you have any questions regarding your contract, please do not hesitate to contact Christina Hernandez, Program Coordinator, at Christina.hernandez@mass.gov or 617-725-3267.

We look forward to working with your department to improve safety for all road users within the Commonwealth.

Sincerely,

A handwritten signature in blue ink, appearing to read 'KJ Stanton'.

Kevin J. Stanton
Executive Director

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Office of the Comptroller (CTR), the Executive Office for Administration and Finance (ANF), and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. The Commonwealth deems void any changes made on or by attachment (in the form of addendum, engagement letters, contract forms or invoice terms) to the terms in this published form or to the **Standard Contract Form Instructions, Contractor Certifications and Commonwealth Terms and Conditions** which are incorporated by reference herein. Additional non-conflicting terms may be added by Attachment. Contractors are required to access published forms at CTR Forms: <https://www.macomptroller.org/forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.

CONTRACTOR LEGAL NAME: City of Marlborough, Police Department (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: Executive Office of Public Safety & Security MMARS Department Code: EPS	
Legal Address: (W-9, W-4): 255 Main Street RM 105, Marlborough, MA 01752		Business Mailing Address: 10 Park Plaza, Suite 3720-A, Boston, MA 02116	
Contract Manager: Carrie Lizotte	Phone: 508-485-1212 x36974	Billing Address (if different):	
E-Mail: clizotte@marlborough-ma.gov	Fax: 508-624-6937	Contract Manager: Diane Perrier	Phone: 617-725-3301
Contractor Vendor Code: VC6000192112		E-Mail: Diane.Perrier@mass.gov	Fax:
Vendor Code Address ID (e.g. "AD001"): AD002 (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s): 2020MARLBOROUGHPEDBI RFR/Procurement or Other ID Number: Grant Application	
<input checked="" type="checkbox"/> NEW CONTRACT 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 all Grants - 815 CMR 2.00) (Solicitation Notice or 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"/> Other Procurement Exception (Attach authorizing language, legislation with specific exemption or earmark, and exception justification, scope and budget)		<input type="checkbox"/> CONTRACT AMENDMENT Enter Current Contract End Date <i>Prior</i> 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 Date, 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"/> Other Procurement Exception (Attach authorizing language/justification and updated scope and budget)	
The Standard Contract Form Instructions, Contractor Certifications and the following Commonwealth Terms and Conditions document is incorporated by reference into this Contract and are legally binding: (Check ONE option): <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). \$ 6,000.00			
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: <input checked="" type="checkbox"/> agree to standard 45 day cycle <input type="checkbox"/> statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input 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.) FFY2020 Targeted Enforcement for Pedestrian and Bicyclist Safety PS-20-02-43/FASTACT405h - \$5,327.48 Assistance Listings# 20.616 PS-20-02-43/FASTACT402 - \$672.52 Assistance Listings# 20.600			
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 <u>09/15</u> , 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 certifies that they have accessed and reviewed all documents incorporated by reference as electronically published and the Contractor makes all certifications required under the Standard Contract Form Instructions and Contractor Certifications under the pains and penalties of perjury, and further 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, this Standard Contract Form, the Standard Contract Form Instructions, Contractor Certifications, the applicable Commonwealth Terms and Conditions, 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: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: _____ Print Title: _____		Print Name: Kevin J. Stanton _____ Print Title: Executive Director, Office of Grants & Research _____	



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

10-1

Arthur G. Vigeant
RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Nathan R. Bernbach
EXECUTIVE AIDE
2020 JUN -4 A 11:52
Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: Grant Acceptance – Marlborough Police Department

Honorable President Ossing and Councilors:

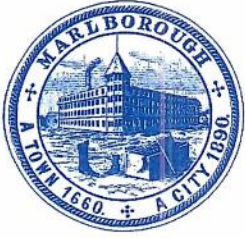
I am pleased to submit for your acceptance a grant of \$2,065.80 for the Marlborough Police Department from the Commonwealth of Massachusetts Executive Office of Public Safety as part of the FY20 Child Passenger Safety Seat Distribution Grant Program. This money was used to order 30 car seats including infant seats, child seats, and booster seats to be distributed to Marlborough residents who need an appropriate seat for their child. We appreciate the Commonwealth of Massachusetts Executive Office of Public Safety's support for our officers and community.

Thank you for your consideration, and please do not hesitate to contact Chief Giorgi or me with any questions.

Sincerely,


Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough

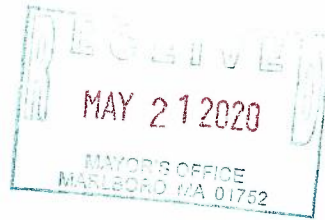
Police Department

355 Bolton Street, Marlborough, Massachusetts 01752
Tel. (508)-485-1212 Fax (508)-624-6938

David A. Giorgi
Chief of Police

May 15, 2020

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



Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$2,065.80 from the Commonwealth of Massachusetts, Executive Office of Public Safety (EOPS) and Security's Office of Grants & Research (OGR). The award is part of the federal fiscal year (FFY) 2020 Child Passenger Safety Seat Distribution Grant Program with funding made possible by the National Highway Traffic Safety Administration. There is no contract involved with the grant as there was no exchange of funds, but when the department was notified that we had received the grant, an order was submitted for 30 car seats including infant seats, child seats, and booster seats. These seats will be distributed to Marlborough residents who need the appropriate seat for their child.

Attached is a copy of the Notice of Grant Award letter, an email confirming the award to the department, and a copy of the department's order submission. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

David A. Giorgi
Chief of Police

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: POLICE DATE: 5/15/2020

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief of Police David A. Giorgi

NAME OF GRANT: FY2020 Child Passenger Safety Seat Distribution Grant Program

GRANTOR: Executive Office of Public Safety & Security's Office of Grants and Research

GRANT AMOUNT: \$2,065.80

GRANT PERIOD: FY2020

SCOPE OF GRANT/
ITEMS FUNDED Funding available to purchase Child Safety Seats for Distribution to residents in need.

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:
N/A

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

ANY OTHER EXPOSURE TO CITY?
N/A

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



The Commonwealth of Massachusetts
Executive Office of Public Safety & Security

Office of Grants & Research

Ten Park Plaza, Suite 3720-A

Boston, Massachusetts 02116

Tel: 617-725-3301

Fax: 617-725-0260

www.mass.gov/ogr

Charles D. Baker
 Governor

Karyn E. Polito
 Lieutenant Governor

Thomas A. Turco, III
 Secretary

Kevin J. Stanton
 Executive Director

March 6, 2020

Chief David Giorgi
 Marlborough Police Department
 355 Bolton Street
 Marlborough, MA 01752

Dear Chief Giorgi:

The Executive Office of Public Safety and Security's Office of Grants & Research (OGR) is pleased to inform you that the Marlborough Police Department has been awarded \$2,065.80 worth of car seats as part of the federal fiscal year (FFY) 2020 **Child Passenger Safety Seat Distribution Grant Program**. Funding was made possible by the National Highway Traffic Safety Administration.

There is no contract involved with this award as there is no money being exchanged. Car seat orders will be placed by OGR based on the order form submitted with your application. John Fabiano, OGR Program Coordinator, will provide you with information regarding reporting and record keeping requirements as it pertains to this grant. If you have any questions, John can be reached at john.fabiano@mass.gov or 617-725-3353.

Thank you for the work you do to keep children safe on our roads.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Kevin J. Stanton', written over a horizontal line.

Kevin J. Stanton
 Executive Director

David Giorgi

From: Daniel Campbell
Sent: Monday, May 18, 2020 10:08 AM
To: David Giorgi
Subject: Fw: FFY20 Car Seat Grant Award
Attachments: CPS Award Letter-Marlborough Police Department.pdf; Marlborough PD-Car Seat Order.pdf

From: Fabiano, John (EPS)
Sent: Friday, March 20, 2020 12:38 PM
To: David Giorgi
Cc: Timothy Naze Daniel Campbell
Subject: FFY20 Car Seat Grant Award

Good Afternoon,

You have been awarded a FFY20 CPS Seat Distribution Grant from the Office of Grants & Research. Attached, please find your Award Letter and a copy of your order form.

Your order has been submitted to Mercury Distributing and delivery is expected in the next 1-4 weeks. Tracking numbers will be provided when I receive them.

Additional grant information, including reporting forms, will be provided in the next few weeks. If you have any questions in the meantime, please let me know.

John

John Fabiano
 EOPSS Office of Grants and Research
 Highway Safety Division
 Ten Park Plaza, Suite 3720-A
 Boston, MA 02116-3933
 617-725-3353

[Facebook](#) | [Twitter](#) | [Web](#) | [YouTube](#)

**HANDS-FREE
 WHILE DRIVING
 IT'S THE LAW.**

FFY 2020 CPS Seat Distribution Grant Program - Order Form

Organization Name: Marlborough Police Department
Delivery Address: 355 Bolton Street
Town: Marlborough **Zip Code:** 01752

Grant Contact: Lieutenant Daniel Campbell
Contact Phone: (508) 485-1212 (999-999-9999)
Contact Email: _____

Item Number	Case Pack	Description of Item	Total Quantity	Unit/Each Price	Total Cost
3152198	1	Evenflo Embrace 35 - 4 - 35lbs, up front adjust, 5 point harness	12	\$85.30	\$1,023.60
3711198	1	Evenflo Titan/Sure Ride 65 - Rear Facing 5-40 lbs, 22-65 lbs Front	12	\$68.45	\$821.40
22-491FSM	1	Cosco® Pronto - 40-100 lbs Belt Positioning Booster, 57" tall,	6	\$36.80	\$220.80

Final Cost of Purchase
\$2,065.80

Special Instructions: (Please list any pertinent information in the box below regarding delivery location; time/day deliveries allowed; etc)

Note: Someone has to be present to receive the seats. If you do not receive the correct order, you must let the delivery driver know.



City of Marlborough
Office of the Mayor

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2020 JUN -4 A 11:52

Nathan R. Boudreau
MAYOR
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: Reorganization of Finance Department Heads

Dear President Ossing and Councilors:

Attached, you will find for your review and subsequent approval a proposal for the reorganization of the Finance Department Heads. The City has been attempting to fill the Comptroller-Treasurer position for quite some time, without success. Upon review of the job title and organization of the functions of the City's financial officers, it is believed that an operational reorganization would properly solve several issues. Given that the position is still vacant, now seems like an appropriate time to make functional changes.

The title of Comptroller is dated and does not reflect all the duties of the current position. The title of Finance Director/Treasurer would be more suited to the current responsibilities and scope of work. Additionally, the Auditor's duties have also been adjusted to reflect the Auditor's current responsibilities. The Auditor has taken on additional responsibilities, most notably the budget. I have attached the revised job descriptions, which include the specific duties of each position.

In my proposal, the Finance Director/Treasurer would be responsible for the Assessing Staff, Collector Staff, and Finance / Payroll. The Auditor would continue to be responsible for Auditing Staff and the Procurement Office. The Finance Director/Treasurer and the Auditor would work together as the Finance Team to discuss all financial issues with me.

Considering the job duties of both positions would be changed, I believe it is appropriate that the salary should be adjusted to reflect those changes. Both positions would now be on the same 7 step salary scale. Enclosed for your consideration, please find proposed amendments to the city ordinances to reflect these changes in title, duties, and salary rates.

I am available to discuss this with you further. If you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in blue ink, appearing to read "A. Vigeant", with a large, sweeping flourish extending to the right.

Arthur G. Vigeant
Mayor

ORDERED:

BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED AS FOLLOWS:

- I. By amending Section 67-10(A), entitled “Comptroller-Treasurer; appointment, term and duties”, by inserting the following sentences at the end of the existing paragraph: Alternatively, the Mayor may, subject to confirmation of the City Council, appoint a Finance Director/Treasurer for a term of three years to expire the day following his/her approval by the City Council. The Finance Director/Treasurer shall be the director of all financial management operations and shall perform all duties of the Comptroller-Treasurer.

- II. By amending Section 67-5 (Auditor, General Duties) by inserting the following sentence as subsection F: The Auditor shall assist and make recommendations to the Mayor in the development and evaluation of the capital and operating budgets, and shall be responsible for preparation of budget documentation.

- III. By amending Chapter 125, entitled “Personnel”, by adding to the salary schedule referenced in Section 125-6, the following:

- IV. The mayor shall have the authority and discretion to waive any two steps of the salary schedule for these positions, subject to available appropriation.

Position	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
	Start	6 months of service	1 year of service	2 years of service	3 years of service	4 years of service	5 years of service
Finance Director/ Treasurer	\$102,116.74	\$104,159.04	\$106,242.23	\$108,367.07	\$110,534.41	\$112,745.10	\$115,000.0
Auditor	\$102,116.74	\$104,159.04	\$106,242.23	\$108,367.07	\$110,534.41	\$112,745.10	\$115,000.0

This ordinance shall supersede and replace any existing rate for said positions (if applicable) in the current salary schedule.

ADOPTED
 In City Council
 Order No. 20-XXX
 Adopted

Approved by Mayor
 Arthur G. Vigeant
 Date:

CITY OF MARLBOROUGH

Marlborough, MA 01752

COMPTROLLER TREASURER

Position Purpose:

The Comptroller/Treasurer is the Chief Financial Officer of the City. The purpose of this position is to maintain the City's financial well being and stability in concert with the Mayor and to manage the City's financial operations. The work includes overseeing the City's investments and cash management activities, managing all City debt service functions, participating in the bond issuance process, overseeing the City-wide payroll system, overseeing the City's data processing operations, and serving as Water Registrar; all other related work as required. The Comptroller/Treasurer is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

Supervision:

Supervision Scope: Performs complex and highly responsible duties requiring a high level of initiative and independent judgment in the planning, administration and execution of the department's programs and services, and in the direction of personnel; incumbent is required to work independently in formulating decisions regarding policies, procedures, operations and plans.

Supervision Received: Works under the policy direction of the Mayor and in accordance with applicable Massachusetts General Laws, City policies, City Codes and relevant state, federal, and local regulations and standards. Employee exercises considerable latitude for independent judgment and action. Assumes responsibility for developing and achieving the department goals and objectives. The position is subject to review and evaluation according to the City's personnel plan.

Supervision Given: Supervises all department employees, developing job direction, assigning tasks and instructions, and monitoring personnel performance evaluation.

Job Environment:

Work is performed in an office environment. Majority of work is performed in a moderately noisy work environment.

Operates computer, printer, video display terminal, typewriter, calculator, telephone, copier, facsimile machine, and all other standard office equipment.

Makes frequent contact with banks, financial institutions, local/state/federal governmental agencies, vendors, attorneys, local businesses, and the City Council; makes occasional contact with the general public. Contacts require considerable persuasiveness and resourcefulness to influence the behavior of others.

Has access to department-level and Citywide confidential information; the application of

appropriate judgment, discretion and professional office protocols is required.

Errors could result in significant confusion and delay, loss of department services, and have serious Citywide financial repercussions; errors could cause exposure for the City of Marlborough to certain legal liabilities.

Essential Job Functions:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, Related or a logical assignment to the position.)

As Comptroller, reviews financial data with City department heads and recommends strategies to the administration to effectively manage related fiscal impact on the City's operations.

Coordinates the City's budget process with department heads. Assists the Mayor in developing and evaluating the annual Operating Budget as well as the Revenue Budget.

Assists the Administration in the preparation of the Tax Recapitulation Sheet.

Performs revenue and expenditure forecasting.

Assists the Mayor in developing an effective Capital Plan, as well as recommending appropriate dept service structuring.

Prepares financial documentation and other critical data for the purpose of reviewing said Information with various Bond Rating Agencies prior to the issuance of Bonds.

As Treasurer, deposits all funds received promptly to City bank accounts.

Reports all cash transactions to the City Auditor. Reconciles Treasurer's Cash Book balances with bank statements and the General Ledger on a monthly basis.

Invests General Fund cash and Trust Fund assets into legally owned investments, securing the best possible, safe yield.

Works closely with Bond Counsel and Financial Advisor to effectively manage short and long-term borrowing at lower rates available.

Disburses municipal funds to meet payroll and vendor obligations after approval by the Mayor. Files with state and federal agencies all payroll-related tax returns; provides employees and vendors with tax information. Performs timely disbursement and reconciliation of all payroll withholdings.

Performs daily cash flow managements to meet obligations.

Performs custodial functions for the Retirement System investment portfolio.

Chairs the monthly Finance Team meetings to develop the City's financial policies and strategies.

As Water Registrar, issues monthly and quarterly Water/Sewer invoices. Oversees the performance of related daily customer service issues including abatements, refunds, issuance of

final bills for property conveyance, billing inquiries, initialization of new accounts, etc. Coordinates customer service requests with the Department of Public Works personnel regarding meter problems and other related fieldwork. Annual processes liens to the property tax bill for any delinquent accounts. Reconciles Water/Sewer receivables on a monthly basis.

Other Job Functions:

Maintains current knowledge of related Massachusetts's municipal laws and local codes, through attendance at various seminars and reading literature.

Performs similar or related work as required, directed or as situation dictates.

Recommended Minimum Qualifications:

Education, Training and Experience:

Bachelor's degree in accounting or finance; and five years of progressively responsible municipal accounting/finance/auditing/budgeting experience; or any equivalent combination of education and experience.

Special Requirements:

Ability to obtain certification as a Massachusetts Municipal Treasurer.

Knowledge, Ability and Skill:

Knowledge: Complete working knowledge of the principles and practices of financial management and specific knowledge of the legal controls, methods and procedures of municipal finance. Thorough knowledge of computer applications for accounting and financial management. Comprehensive knowledge of GAAP and the UMAS.

Ability: Ability to establish and maintain effective working relationships with subordinates, City officials, members of the banking community, governmental representatives, and the general public. Ability to analyze and interpret financial data and to present findings clearly. Ability to communicate effectively in written and oral form. Ability to manage several projects at one time. Ability to supervise and lead subordinates effectively.

Skill: Skill in computers and appropriate software applications. Aptitude for numbers and details. Excellent organizational skills. Skill in all of the above listed tools and equipment.

Physical And Mental Requirements:

Intellectual and mental acuity to perform conceptual and detailed technical work. Recurring intellectual effort is required to maintain a current knowledge of applicable laws, principals, and rules and regulations. Employee is frequently required to walk, stand, sit, talk, and hear; uses hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms as in physically picking up files, papers and other common office objects. Employee must occasionally lift and/or move objects weighing up to 10 pounds such as a briefcase, books, supplies, etc. Employee must possess the ability to operate a keyboard at a moderate speed. Vision and hearing at or correctable to normal ranges.

(This job description does not constitute an employment agreement between the employer and employee. It is used as a guide for personnel actions and is subject to change by the employer as the needs of the employer and requirements of the job change.)

SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2019	CNOA NON-AFFILI	CMPT	COMPTROLLER	A ANNUAL	W WEEKLY	11	52.0000	8.00	40.00	5.00	2080.00	260.00	N
Change was made by 2.5000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	55.8913	447.1293	2,235.65	116,253.62
02	0.0000	57.0088	456.0708	2,280.35	118,578.40
03	0.0000	58.1490	465.1927	2,325.96	120,950.09
04	0.0000	59.3120	474.4950	2,372.48	123,368.70
05	0.0000	60.4983	483.9861	2,419.93	125,836.38
06	0.0000	61.7083	493.6658	2,468.33	128,353.10
07	0.0000	62.9423	503.5383	2,517.69	130,919.96

** END OF REPORT - Generated by Mary Ward **

Compilation of Ordinances re: Comptroller-Treasurer

§ 67-2 Accounts.

[Amended 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

~~Accounts of the Comptroller-Treasurer~~ and Tax Collector shall include the last day of December.

§ 67-6 Responsibility for annual audit.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

The Auditor shall annually and as much more often as he deems it expedient examine and audit the accounts of ~~the Comptroller-Treasurer~~, Tax Collector and Water Registrar and for that purpose shall have access to all books and vouchers in possession of any officer of the City. He shall also examine all notes and securities belonging to the City. He shall make a report annually thereof to the Mayor and City Council.

§ 67-7 Countersigning of orders; annual report.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

The Auditor shall countersign all orders drawn by the Mayor on the ~~Comptroller-Treasurer~~, as provided in § 67-22. He shall report to the Mayor and City Council during the month of February in each year in detail the amount of appropriations, expenditures and receipts during the preceding financial year. He shall include in such report a statement of the funded and temporary loans, the rate of interest thereon and shall exhibit the liabilities and assets as shown on the books in his office at the close of the financial year.

§ 67-8 Orders drawn upon Comptroller-Treasurer and Tax Collector.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

Whenever any order is drawn upon the ~~Comptroller-Treasurer~~ and Tax Collector, the City Auditor shall charge the amount under the appropriate head of expenditure and report the same to the Mayor.

§ 67-10 Comptroller-Treasurer; appointment, term and duties.

A. The Mayor shall, subject to confirmation of the City Council, ~~appoint a Comptroller-Treasurer~~ for a term of three years to expire the day following his/her approval by the City Council. The ~~Comptroller-Treasurer~~ will be the Chief Financial Officer of the City and shall perform the duties of the Treasurer as set forth in the General Laws of the Commonwealth of Massachusetts, and the Code of the City of Marlborough and shall further comply with all other statutes, regulations and ordinances relative to his/her duties as ~~Comptroller-Treasurer~~.

[Amended 1-5-2015 by Ord. No. 14/15-1005962B]

B. The ~~Comptroller-Treasurer~~ shall have the additional duty to coordinate all financial policies of the City while working with all departments, without interfering with the statutory authority, duties and powers of each department. He/she shall oversee and have administrative oversight of the Municipal Finance Department, which shall include the offices of Collector and Assessors. He/she shall, subject to the

approval of the Mayor, establish formal controls of expenditures and appropriations, and provide financial advice and long-range planning for all departments.

C. The Comptroller-Treasurer shall assist and make recommendations to the Mayor in the development and evaluation of the capital and operating budgets. He/she shall perform all duties which the Mayor and City Council shall direct.

§ 67-12 Comptroller-Treasurer statements and reports required.

The Comptroller-Treasurer shall, under the direction of the Mayor, keep an accurate account of all receipts and payments on behalf of the City. He shall, annually in February, furnish to the City Council a statement of receipts and payments for the preceding fiscal year. He shall, on the first day of each month, furnish to the Auditor a statement of receipts and payments for the preceding month, naming the total amount of receipts and payments made, and shall deposit receipts at least once in each week. [Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

§ 67-13 Tax Collector statements and reports required.

[Added 1-25-1988 by Ord. No. 88-1999A; amended 7-22-1991 by Ord. No. 91-4034B]

The Tax Collector shall, under the direction of the Mayor, keep an accurate account of all collections on behalf of the City. He shall, annually in February, furnish to the City Council a statement of collections for the preceding fiscal year. He shall, on the first day of each month, furnish to the Auditor a statement of collections for the preceding month, naming the total amount of collections, and shall, at least once in each week, pay to the Comptroller-Treasurer all moneys collected.

§ 67-15 Duty as collector of rents.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

The Comptroller-Treasurer shall be the collector of rents and other sums payable to the City not otherwise specially provided for.

§ 67-21 Processing of payroll.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

Heads of departments shall furnish payrolls of employees in their respective departments, stating the name of each employee, the time for which payment is to be made, the rate of wages and the amount due, and submit the same for approval to the City Auditor. The Comptroller-Treasurer shall make payment to such employee or his authorized agent or attorney and shall take therefor the receipt of no person other than such employee, agent or attorney.

§ 67-22 Payments out of treasury; reports.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

The Mayor or Acting Mayor shall draw orders on the Comptroller-Treasurer for the payment of accounts and claims duly approved, and special orders for payment on account of contracts may be drawn by the

Mayor at any time after verification by the City Auditor, at the written request of any board or committee authorized to make the expenditure. No money shall be drawn out of the treasury upon the written order of the Mayor or Acting Mayor addressed to ~~the Comptroller-Treasurer~~, except as hereinbefore provided, unless by order of the City Council, nor shall any order be drawn in payment for services rendered or material furnished to any department beyond the sum specially appropriated therefor by the City Council; provided, however, that ~~the Comptroller-Treasurer~~ may pay any sum of money due on the principal or interest of any note, bond or other security of the City, or for state and county taxes or on any judgment against the City and, also, refunds certified by the Water Registrar, after approval of the City Auditor. The ~~Comptroller-Treasurer~~ shall report such payments to the Auditor daily.

§ 67-23 Duties of City Clerk.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

The City Clerk shall notify the Auditor and the ~~Comptroller-Treasurer~~, in writing, of all orders authorizing appropriations, expenditures, assessments, apportionments, abatements or awards of damages immediately after such orders are approved. He shall also notify committees and municipal boards of any orders affecting the appropriations under their control. He shall report to the Auditor, once in every month, all amounts received and paid to ~~the Comptroller-Treasurer~~ on account of licenses or fees of any description.

§ 67-24 Bonds and notes.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

Whenever a loan shall be authorized by the City Council, bonds or notes of the City, so prepared as to meet its conditions, shall be issued therefor and disposed of under the direction of the Committee on Finance and in such manner as may best promote the interests of the City. All bonds issued by the City shall be signed in the name and in behalf of the City by the Mayor and ~~Comptroller-Treasurer~~ and shall bear the Seal of the City, and for all temporary loans, the note or notes of the same shall be signed by the ~~Comptroller-Treasurer~~ and approved by the Mayor. The City Auditor shall keep a record of all bonds and notes so signed, countersigned and approved, entering the same against a memorandum of the order authorizing the loan.

§ 67-25 Officers to account for funds received.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

All officers shall pay to ~~the Comptroller-Treasurer~~ forthwith all amounts received by them on behalf of the City and make a true return to the City Auditor, stating the accounts upon which the same were received.

§ 19-11 Income from trust funds.

The income of any trust funds deposited with ~~the Comptroller/Treasurer~~ of the City shall be expended by the Commissioner of Public Works only in the cemeteries designated by the trust funds. (This is a subpart of the Cemetery Advisory Board)

§ 19-27 Membership; vacancies; officers; quorum; rules; appropriations.

A. There is hereby established under MGL c. 40, § 8J, as amended, a Commission on Disabilities, hereinafter called the Commission, which shall consist of nine members, which shall act as an advisory commission in regard to matters stated in this article. At least five of the nine members shall be persons with a disability as defined in § 19-29 of this article and represent as many cross-disabilities as possible. One of such members shall be a member of the immediate family of a person with a disability, and one

member of said Commission shall be either an elected or appointed municipal official. Commission members shall serve without compensation. All members shall be appointed by the Mayor and confirmed by the City Council. The Commission will be available to consult with the Mayor regarding prospective Commission members. The terms of the seven members or their successors originally appointed to the Commission shall remain unchanged, and the additional two members shall be appointed so as to arrange for the reappointment of 1/3 of the nine members or their successors for terms of three years each as their terms expire each year. In the event of death or resignation of any member, a successor shall be appointed to serve the unexpired term by the Mayor, subject to confirmation by the City Council.

[Amended 2-7-2000 by Ord. No. 99-8375B]

B. The members shall annually elect a Chairperson, Vice Chairperson, Secretary and a Treasurer by majority vote.

C. A majority of the Commission shall constitute a quorum in the exercise of any of the Commission's powers and duties.

D. The Commission shall establish bylaws which designate such practices, rules and regulations as it deems necessary to effectuate the purposes and provision of this article.

E. The Commission may raise and receive funds, bequests and gifts of property, both real and personal, public and private, in the name of the City, subject to the approval of the City Council. Any such funds shall be deposited in a separate fund or account and shall be known as "The City of Marlborough Commission on Disabilities Fund." Management and control of such fund is hereby vested in the Comptroller of the City of Marlborough. Expenditures from this fund will be made following the recommendation of the Commission and only upon the approval of the Mayor and City Council in accordance with law and disbursement procedures of the City of Marlborough.

[Amended 7-22-1991 by Ord. No. 91-4034B]

CITY AUDITOR

Position Purpose:

The purpose of this position is to manage and supervise the proper expenditure of all City funds and the proper recording and maintenance of financial records, approve all financial payments, and audit financial records and transactions. The City Auditor is responsible for maintaining and improving upon the efficiency and effectiveness of all areas under his/her direction and control.

Supervision:

Supervision Scope: Performs complex and highly responsible duties requiring a very high level of initiative and independent judgment in the planning, administration and execution of the department's programs and services, and in the direction of personnel; incumbent is required to work independently in formulating decisions regarding policies, procedures, operations and plans.

Supervision Received: Works under the policy direction of the Mayor and in accordance with applicable Massachusetts General Laws, City policies, City Codes and relevant state, federal and local regulations and standards. Employee exercises considerable latitude for independent judgment and action. Assumes responsibility for developing and achieving the department goals and objectives. The position is subject to review and evaluation according to the City's personnel plan.

Supervision Given: Supervises all department employees, developing job direction, assigning tasks and instructions, and monitoring personnel performance evaluation.

Job Environment:

Work is performed in an office environment. Majority of work is performed in a moderately noisy work environment.

Operates computer, printer, video display terminal, typewriter, calculator, telephone, copier, facsimile machine, and all other standard office equipment.

Makes frequent contact with other City departments, the City Council, the School Committee and external financial/technical/legal consultants; communicates in person, by telephone and reports. Contacts require considerable persuasiveness and resourcefulness to influence the behavior of others.

Has access to department-level and City-wide confidential information; the application of appropriate judgment, discretion and professional office protocols is required.

Errors could result in significant confusion and delay, loss of department services and have City-wide financial repercussions; errors could cause exposure for the City of Marlborough to certain legal liabilities.

Essential Job Functions:

(The essential functions or duties listed below are intended only as illustrations of the various

types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position.)

Oversees and administers the development, installation, and supervision of the application of procedures to control and account for the City's revenues/expenditures

Maintains a complete set of financial records for all city accounts, appropriations, debts, and contacts; maintains a general ledger and journal for the recording of all transactions.

Monitors expenditures of all city funds; examines all vouchers, department bills and payrolls for appropriateness of expenditure, and for accuracy and availability of funds before payment by Treasurer, reconciles Treasurer's cash balance with General Ledger cash balance; performs monthly review of Treasurer/Collector's turnover; oversees preparation of weekly warrants for payroll and accounts payable.

Oversees and participates in the posting of weekly warrants in ledger; posts cash receipts in ledger as received and monthly entries in journal.

Assists other city officials in monitoring the city's financial condition; notifies departments of expenditures and account balances on a monthly basis; makes recommendations to improve financial condition.

Reviews all city contracts to assure compliance with Massachusetts General Laws, City Codes, and purchasing procedures and certifies the availability of appropriated funds.

Compiles and submits required local, state and federal reports during and at close of fiscal year; prepares annual balance sheet and breakdown of cash receipts. Prepares a variety of reports for city officials.

Represents the City in contacts with bond rating agencies, financial institutions, state agencies, labor relations board and other external financial/technical parties.

Member of City's Finance Team, participates in City-wide budget preparation, meetings, reviews, including Council Finance Committee discussions/reviews.

Ex-officio member of Marlborough Retirement Board and non-voting member of Community Development Authority.

Other Job Functions:

Maintains current knowledge of Massachusetts municipal finance laws and local codes on finance through attendance at various seminars and literature.

Performs similar or related work as required, directed or as situation dictates.

Recommended Minimum Qualifications:

Education, Training and Experience:

Bachelor's degree in accounting or finance; and five years of progressively responsible municipal accounting/finance/auditing/budgeting experience; or any equivalent combination of education and experience.

Special Requirements:

Certified Governmental Accountant status required.

Knowledge, Ability and Skill:

Knowledge: Thorough knowledge of General Accepted Accounting Principals (GAAP) and Uniform Municipal Accounting System (UMAS). Considerable knowledge of the organization and operation of city departments and of legal controls over municipal finance in the Commonwealth.

Ability: Ability to prepare complex narrative and financial reports and statements. Ability to establish and maintain effective working relationships with subordinates and City officials. Ability to analyze and interpret financial data and to present findings clearly. Ability to communicate effectively in written and oral form. Ability to manage several projects at one time. Ability to supervise and lead subordinates effectively.

Skill: Possess a strong personal proficiency and skill in utilizing information technology and office automation. Aptitude for numbers and details. Excellent organizational skills. Skill in all of the above listed tools and equipment.

Physical And Mental Requirements:

Intellectual and mental acuity to perform conceptual and detailed technical work. Recurring intellectual effort is required to maintain a current knowledge of applicable laws, principals, and rules and regulations. Employee is frequently required to walk, stand, sit, talk, and hear, uses hands to finger, handle, feel or operate objects, tools, or controls, and reach with hands and arms as in physically picking up files, papers and other common office objects. Employee must occasionally lift and/or move objects weighing up to 10 pounds such as a briefcase, books, supplies, etc. Employee must possess the ability to operate a keyboard at a moderate speed. Vision and hearing at or correctable to normal ranges.

Step Salary: \$57,210.65 - \$64,355.87

Please forward cover letter and resume to:

Personnel Director
 City of Marlborough
 140 Main Street
 Marlborough, MA 01752

Deadline for applications is **September 22, 2006**

Position:	<u> </u>	Union	<u> X </u>	Non-Union	<u> </u>	Contract
Class:	<u> X </u>	Full-Time	<u> </u>	Part-Time	<u> </u>	Intermittent

Provisional Permanent Temporary

SALARY TABLES

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2019	CNOA NON-AFFILI	AUDR	CITY AUDITOR	A ANNUAL	W WEEKLY	11	52.0000	8.00	40.00	5.00	2080.00	260.00	N
Change was made by 2.5000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	.0000	0.0000	0.00	0.00
01	0.0000	45.9443	367.5546	1,837.77	95,564.20
02	0.0000	46.8630	374.9046	1,874.52	97,475.20
03	0.0000	47.8008	382.4064	1,912.03	99,425.67
04	0.0000	48.7565	390.0518	1,950.26	101,413.46
05	0.0000	49.7315	397.8530	1,989.26	103,441.77
06	0.0000	50.7263	405.8100	2,029.05	105,510.61
07	0.0000	51.7410	413.9270	2,069.64	107,621.03

** END OF REPORT - Generated by Mary Ward **

*City of Marlborough, MA
Monday, June 3, 2019*

Chapter 67. Finance

Article II. City Auditor

§ 67-4. Appointment; term.

The Mayor shall, subject to confirmation of the City Council, appoint a City Auditor for a term of three years. Such auditor shall take office on the first Monday in February next following his appointment.

§ 67-5. General duties.

[Amended 1-3-1966 by Ord. No. 6762]

- A. The City Auditor shall, under the direction of the Mayor, keep his accounts in such form and in such detail as may be necessary to show a clear exhibit of all expenditures and receipts.
- B. He shall keep an account with the Comptroller-Treasurer and Tax Collector, charging him with the whole amount of taxes assessed for collection, with the amount of loans and sums of money that may be borrowed for the City and with all securities and sums receivable.
[Amended 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]
- C. The City Auditor shall credit each account with its appropriation for the financial year and with its receipts and charge against the same the expenditures as they shall from time to time be allowed.
- D. Whenever an appropriation for any account is expended, the Auditor shall immediately give notice thereof to the Mayor.
- E. The Auditor shall not pass or allow any claim or account chargeable against any expended appropriation, until the City Council provides the means of paying the same.

§ 67-6. Responsibility for annual audit.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

The Auditor shall annually and as much more often as he deems it expedient examine and audit the accounts of the Comptroller-Treasurer, Tax Collector and Water Registrar and for that purpose shall have access to all books and vouchers in possession of any officer of the City. He shall also examine all notes and securities belonging to the City. He shall make a report annually thereof to the Mayor and City Council.

§ 67-7. Countersigning of orders; annual report.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

The Auditor shall countersign all orders drawn by the Mayor on the Comptroller-Treasurer, as provided in § 67-22. He shall report to the Mayor and City Council during the month of February in each year in detail the amount of appropriations, expenditures and receipts during the preceding financial year. He shall include in such report a statement of the funded and temporary loans, the rate of interest thereon and shall exhibit the liabilities and assets as shown on the books in his office at the close of the financial year.

§ 67-8. Orders drawn upon Comptroller-Treasurer and Tax Collector.

[Amended 1-3-1966 by Ord. No. 6762; 1-25-1988 by Ord. No. 88-1999A; 7-22-1991 by Ord. No. 91-4034B]

Whenever any order is drawn upon the Comptroller-Treasurer and Tax Collector, the City Auditor shall charge the amount under the appropriate head of expenditure and report the same to the Mayor.

§ 67-9. Report from Water Registrar.

The Water Registrar shall, on the first day of every month, report in writing to the City Auditor the amount of the bills of each class delivered and also the amount abated or ordered to be refunded during the preceding month.

City of Marlborough Finance Director/Treasurer

DEFINITION:

Administrative, supervisory and technical work in monitoring and directing all financial management operations for the City of Marlborough, which include statutory duties for the offices of Finance, Collector, Assessing and contractual services related to those departments; technical work involving the receipt, disbursement and investment of City funds, the borrowing of money and the collection of all taxes due to the City; coordinates relations with investors in City securities; all other related work as required.

SUPERVISION:

Works under the direction of the Mayor and in accordance with the statutes of the applicable Massachusetts General Laws and local ordinances. Incumbent functions independently, referring specific problems to supervisor only where clarification or interpretation of City policy or procedures is required.

Performs highly responsible functions of a complex and technical nature requiring a significant exercise of judgment and initiative to ensure that all municipal financial transactions conform to law and to professional standards; works independently within established policies and procedures; assumes direct accountability for departmental results. This position is subject to review and evaluation according to the City's personnel plan.

Has direct supervisory responsibility for the Finance, Assessor and Collector Department employees and/or contractual services contractors; has responsibility for contractual services in the Finance department and Assessor's office.

JOB ENVIRONMENT:

Work is performed under typical office conditions; may be required to attend evening meetings as needed. Work requires regular contacts with community leaders, local, state and federal officials, requiring administrative and technical knowledge and ability to promote and protect the City's best interests; contacts require considerable skill in negotiating resourcefulness and discretion in influencing decisions and behavior of other department heads; makes contact with taxpayers regarding complaints or problems that require research and resolution.

Has access to all City-wide confidential information, such as bid proposals, personnel records, assessment information, financial information etc.

Errors are difficult to detect and could result in excessive costs, major financial losses from unauthorized expenditures, failure to receive funds due, or deterioration of the City's financial position; errors may also result in legal ramifications.

ESSENTIAL FUNCTIONS:

(The essential functions or duties listed below are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment of the position.)

- Responsible for the complete and overall coordination and direction of all financial management and accounting operations for City government, under the direction of the Mayor; plans, supervises and administers all financial, financial reporting functions and adequacy of all internal control procedures; responsible for the overall supervision of the finance, revenue/tax collecting, debt administration/treasury, data processing/information services, and assessing; works to achieve short-term and long range financial and administrative goals and objectives.
- The Finance Director and the City Auditor would comprise a Senior Finance team reporting directly to the Mayor. The Finance Director would have responsibility for all short-term and long-term bond sale and the development of long-range capital planning recommendations to the Mayor. The Human Resources Director would be considered a member of the Senior Finance Team in certain areas where financial and personnel issues intersect.
- The Finance Director would be responsible for the monitoring and management of the City's Health Insurance Trust Fund. The Human Resources Director and the City Auditor would aid the Finance Director in this activity.
- Oversees the maintenance of assessments for all property in the City and the issuance of property tax and motor vehicle excise tax bills.
- Coordinates and directly administers the collection, custody, investment and disbursement of City funds.
- Assists the City's financial team in the preparation of the Tax Recapitulation Sheet.
- Performs revenue and expenditure forecasting.
- Reconciles Treasurer's Cash Book balances with bank statements and the General Ledger on a monthly basis.
- Disburses municipal funds to meet payroll and vendor obligations after approval by the Mayor. Files with State and Federal agencies all payroll-related tax returns; provides employees and vendors with tax information. Performs timely disbursement and reconciliation of all payroll withholdings.
- Oversees and performs daily cash flow management to meet obligations. Performs custodial functions for the Retirement System Investment Portfolio.
- Chairs the Finance Team meetings to develop and monitor the City's financial policies and strategies. In addition, Chairs the City of Marlborough's OPEB Committee and is a non-voting member of the Community Development Authority.
- Issues tax bills and other municipal bills, demands for overdue taxes and payments and warrants for delinquent payments in accordance with the tax list received from the Assessors and state statutes governing the collection of taxes; initiates necessary legal action to collect overdue funds; oversees the services provided by the various external service bureaus engaged to support the City's billing and collection functions.

- Arranges for long-term and short-term loans for the City; ensures that all statutory requirements for bond issues are met.
- Coordinates and conducts periodic credit agency reviews for bond rating purposes.
- Invests City trust funds to maximize investment income with due consideration of safety and liquidity of funds, including banking negotiations.
- Coordinates all new procedures and streamlines activities of the finance department.
- Keeps abreast of all laws and regulations concerning the divisions within the finance department, implements them and their effective use, and keeps the Mayor informed of all major changes; prepares and distributes a variety of recurrent and special reports, to comply with state and federal program mandates.
- Oversees and maintains a complete set of records dealing with appropriation accounts, expenditures, receipts, assessments and abatements according to prescribed law and regulations.
- Prepares financial forecasting plans encompassing all aspects of City finances.
- Advises on all matters pertaining to debt and maintains debt management records.
- Attends professional meetings and conferences for professional development purposes; participates in educational forums sponsored by various civic groups or professional groups that want to have some aspect of the City's financial activities discussed.
- Works on special projects; performs similar or related work as required or as situation dictates.

MINIMUM QUALIFICATIONS:

Education and Experience

Bachelor's Degree in accounting, economics, finance or related field; additional study in specialized areas including computer science, investment analysis and cash management; five years of progressively responsible experience in governmental accounting or financial management; experience in municipal accounting preferred; or any equivalent combination of education and experience. A Master's Degree in public or business administration is highly desired.

Special Requirements

Ability to obtain Massachusetts Municipal Treasurer's certification within 24 months. Must be bondable.

Knowledge, Ability and Skill

Knowledge. Thorough knowledge of governmental fund accounting theory, principles, and practices. Thorough knowledge of auditing theory and practices. Knowledge of internal control procedures and bookkeeping and accounting procedures and systems. Working

knowledge of the organization and operation of City departments. Knowledge in computer hardware and software applications pertaining to municipal finance. Knowledge of generally accepted practices related to financial reporting, treasury management, debt administration, investment and money management, internal controls, universal assessing practices and governmental financial systems. Thorough knowledge of all state and local laws and regulations relating to municipal finance. Familiarity with investment and banking regulations. Knowledge of collection rules and regulations.

Ability. Ability to maintain complex records and prepare reports from such records. Ability to maintain effective accounting procedures. Ability to carry out assigned projects to their completion. Ability to communicate effectively both verbally and in writing. Ability to work well with employees in all departments, as well as with State and City officials. Ability to complete a tax recapitulation package for state certification. Ability to effectively supervise a staff.

Skill. Good public relations and customer service skills. Skill in working with numbers and detail.

PHYSICAL REQUIREMENTS

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

At times, tasks require the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (15-30 pounds). Tasks may involve extended periods of time at a keyboard or workstation. Many tasks require the ability to perceive and discriminate sounds and visual cues or signals. Tasks require the ability to communicate orally. Requires the ability to operate, maneuver and/or control the actions of equipment, tools and/or materials used in performing essential functions.



City of Marlborough
Office of the Mayor

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2020 JUN -4 A 11: 52
Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: Laurent Lemieux – Plumbing Inspector

Honorable President Ossing and Councilors:

I am pleased to submit for your review and approval the appointment of Laurent Lemieux as the City of Marlborough's Plumbing Inspector for a three-year term to expire three years from the date of City Council approval.

Mr. Lemieux has a long history in the plumbing industry, working not only as an inspector, plumbing and gas licensure professional, and instructor but as a business owner for over 20 years. I believe this breadth of experience prepares him well to serve Marlborough residents as our Plumbing Inspector.

Considering Mr. Lemieux's substantial experience, I recommend adoption of the enclosed order pursuant to Marlborough City Ordinance Section 125-10, which provides that due to special reasons and exceptional circumstances, the City may hire an employee at a rate greater than the minimum salary schedule rate. I am recommending we hire Mr. Lemieux at step three of the Plumbing inspector Salary Schedule, \$72,212.26.

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

Sincerely,

Arthur G. Vigeant
Mayor

LAURENT A LEMIEUX



April 20, 2020

Human Resources Department
City of Marlborough
140 Main Street
Marlborough, Massachusetts 01752

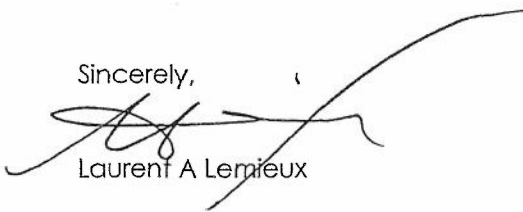
Dear Human Resources Department,

I'm writing in response to your online advertisement for the plumbing and gas inspector for the City of Marlborough. I have over twenty six years' experience as a master plumber, and maintain a plumbing and gas inspector license number 282-PL-IN. I have strong technical skills and proficiency in word processing, databases, and spreadsheets. In addition, I have successfully provided support services to the nine-member State Plumbing Board for my current employer.

I'd like the opportunity to tell you more about my work experience and how my skill set could contribute to the successful day-to-day running of the Marlborough Plumbing and Gas Fitting Inspectional Services Department. I'd be happy to supply strong references at your request.

I look forward to discussing the position with you.

Sincerely,



Laurent A Lemieux

LAURENT A. LEMIEUX

EXPERIENCE

APRIL 2018 – PRESENT

EXECUTIVE DIRECTOR

DIVISION OF PROFESSIONAL LICENSURE Massachusetts State Board of Examiners of Plumbers and Gas Fitters – Massachusetts Board of Certification of Operators of Drinking Water Supply Facilities – Massachusetts Board of Examiners of Sheet Metal Workers. Duties include administrative support of the board activities, vet applicants and issue licenses. Set up and post agendas. Create the board minutes. Determine appropriate disciplinary action against violators of Massachusetts Codes through complaints submitted by consumers.

JANUARY 2015 – APRIL 2018

PLUMBING INSPECTOR

TOWN OF BARNSTABLE Inspection of plumbing and gas systems on new construction, repairs, alterations, replacements and installations in residential, commercial and industrial facilities. Issue permits to licensed plumbers and gas fitters.

JANUARY 2012 – JANUARY 2015

PLUMBING INSPECTOR

THE CITY OF NEW BEDFORD Inspection of plumbing and gas systems on new construction, repairs, alterations, replacements and installations in residential, commercial and industrial facilities. Issue permits to licensed plumbers and gas fitters.

SEPTEMBER 2013 – APRIL 2018

CONTINUING EDUCATION INSTRUCTOR

IAPMO Instructor of the Massachusetts Mandatory Continuing Education for Plumbers and Gas Fitters for The International Association of Plumbing and Mechanical Officials. Provided live classroom presentation of the material required for license renewal.

JANUARY 1993 – JANUARY 2015

OWNER

LEMIEUX PLUMBING AND HEATING Installation of plumbing and gas systems on new construction, repairs, alterations, replacements and installations in residential, commercial and industrial facilities. Duties included all the aspects of owning and operating a small business.

SEPTEMBER 2000 – APRIL 2008

PLUMBING INSTRUCTOR

GREATER NEW BEDFORD REGIONAL VOCATIONAL TECHNICAL HIGH SCHOOL Present pre-licensure education to plumbing and gas fitting apprentices. Maintain attendance records

EDUCATION

APRIL 1994

MASTER PLUMBER PLUMBER LICENSE NUMBER 12151

CAPE COD PLUMBING SCHOOL 100 hour mandatory education course work to qualify for Massachusetts master plumber exam.

JANUARY 1993

JOURNEYMAN PLUMBER LICENSE NUMBER 23755

GREATER NEW BEDFORD VOCATIONAL SCHOOL 300 hour mandatory education course work to qualify for Massachusetts Journeyman plumber exam.

ACTIVITIES

I enjoy spending time with my family and friends. Camping, hiking and nature. I am a regular parishioner of the Catholic Community of New Bedford North. I enjoy cooking and have given back by volunteering in the parish kitchen. I enjoy music and playing the piano. I also enjoy riding motorcycles.

*City of Marlborough, MA
Monday, June 3, 2019*

Chapter 125. Personnel

§ 125-10. Starting minimum rate.

- A. Except as provided hereinafter, no person shall be employed in any position at any rate other than the minimum rate for the group to which such position has been allocated.
- B. The City Council, upon the recommendation of the appointing authority and with the approval of the Mayor, may, due to special reasons and exceptional circumstances, allow or permit a person to be hired at a rate greater than the minimum rate prescribed for the particular group by the compensation schedule.

ORDERED:

Pursuant to City Ordinance Section 125-10, the Mayor is authorized to appoint Laurent Lemieux as Plumbing Inspector at the Step 3 rate (\$72,212.26), given the extensive experience which Mr. Lemieux would bring to this position to the benefit of the City of Marlborough.

ADOPTED
In City Council
Order No. 20-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:



05/14/2020 13:41
68761dav

CITY OF MARLBOROUGH
SALARY TABLES

P 1
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2019	CMUN MUNICIPAL	PLUM	PLUMBING INSP	A ANNUAL	W WEEKLY	11	52.0000	7.00	35.00	5.00	1820.00	260.00	N
Change was made by 2.5000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	35.2726	246.9080	1,234.54	64,196.09
01	0.0000	36.6831	256.7825	1,283.91	66,763.44
02	0.0000	38.1514	267.0597	1,335.30	69,435.51
03	0.0000	39.6771	277.7395	1,388.70	72,212.26

** END OF REPORT - Generated by Lynn Davine **

Plumbing Inspector

Step 0	June 30, 2018	\$ 61,402.28	
	July 1, 2018	\$ 62,630.33	+2%
	July 1, 2019	\$ 64,196.09	+2.5%
	July 1, 2020	\$ 65,480.01	+2%

6 MONTH

STEP 1	June 30, 2018	\$ 63,857.90	
	July 1, 2018	\$ 65,135.06	2%
	July 1, 2019	\$ 66,763.44	2.5%
	July 1, 2020	\$ 68,098.71	2%

1 YEAR

STEP 2	June 30, 2018	\$ 66,413.69	
	July 1, 2018	\$ 67,741.96	2%
	July 1, 2019	\$ 69,435.51	2.5%
	July 1, 2020	\$ 70,824.22	2%

2 YEAR

Step 3	June 30, 2018	\$ 69,069.60	
	July 1, 2018	\$ 70,450.99	2%
	July 1, 2019	\$ 72,212.26	2.5%
	July 1, 2020	\$ 73,656.51	2%



City of Marlborough
Office of the Mayor

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2020 JUN -4 A 11:52
Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

RE: Tina Nolin – Principal Clerk

Dear President Ossing and Councilors:

I am writing to notify you I am upgrading our Board of Health / Licensing Clerk, Tina Nolin, from Senior Clerk to Principal Clerk. I have been discussing this with Director of Public Health Garside for several months and approved the upgrade once the MMEA contract was finalized. This upgrade will increase Mrs. Nolin's salary from \$46,133.95 to \$47,861.61.

Mrs. Nolin was upgraded due to changes in the office and the scope of duties expected to be performed. Mrs. Nolin has performed above and beyond expectations since her transfer from the COA in 2014 and has performed exceptionally well for our community during the recent outbreak out COVID-19. Mrs. Nolin is professional, thorough, and detail oriented, and I believe this upgrade is warranted. Currently, there are enough funds in the Board of Health Salary line item available to fund this upgrade.

I am available to discuss this with you further. If you have any questions, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough
Human Resources Department

140 MAIN STREET
MARLBOROUGH, MA 01752
TELEPHONE (508) 460-3705, FACSIMILE (508) 481-6354

LYNN T. DAVINE
HR DIRECTOR

MARY WARD
HR ASSISTANT

DIANE REGO
HR ADMIN. CLERK

May 20, 2020

Ms. Tina Nolin

Re: Board of Health/Licensing Commission-- Principal Clerk

Dear Ms. Nolin:

Congratulations on your new position as Principal Clerk. Your new position will begin on May 25, 2020, you will begin at Step 00 and the pay rate is \$920.42 per week. If you have any questions, please let me know. Congratulations and good luck!

Sincerely,

Lynn T. Davine, Director
Human Resources Department

CC: John Garside, Director of Public Health

**CITY OF MARLBOROUGH
BOARD OF HEALTH/LICENSING COMMISSION
Principal Clerk**

Definition/Purpose:

The purpose of this position is to provide clerical support for the Board of Health Office, focused on the delivery of exceptional service to the community and City Departments in need of assistance.

Supervision:

Supervision Received: Works directly under the Director.

Responsibilities:

Perform essential and complex clerical duties as primary contact with the City of Marlborough's Board of Health and Health Department and Licensing Board. Professional response to daily communications with the public by phone, in person and via email. Ability to assist the public directly or refer to resources outside of the department when needed. Interface between the Health Department and the Licensing Board staff, other departments and the public for information, services and records maintenance; office supply inventory/ordering; and relevant statistics record keeping, as well as account and budget keeping for the departments.

Essential Functions include:

- Sole clerk for complex and busy department/board with a combined \$360,000 budget and 5.5 employees
- Maintain Board of Health, Health Department and Licensing Board files consisting of approximately 950 annual permits and licenses.
- Coordinate, prepare, assemble and disseminate application packets and permits/licenses for Health Department and Licensing Board, including state liquor licensing (~950 annual permits/licenses, 200 + special one-day licenses/temporary permits and seasonal permits annually.
- Manage day-to-day operation of the Licensing Board
- Develop, manage and keep up-to-date Health Department and Licensing computer databases.
- Act as initial contact with applicants and conduct initial reviews of documentation turned in from establishments for plan reviews, permits and licenses
- Assist applicants in preparing requests for plan reviews and other applications for new establishments and renovations/upgrades of current establishments.
- Independently respond to questions and requests from the public.
- Liaison to ABCC regarding State Liquor license applications and violations
- Generate Annual Report for the state ABCC regarding city liquor licenses

- Respond to staff requirements regarding supplemental information for projects.
- Maintain and update department and board websites
- Prepare, issue and update appropriate paper and digital files of approved permits and licenses
- Compose routine correspondence and prepare public informational materials.
- Assist with the preparation of the annual budget.
- Prepare purchase orders and process invoices and payments in Munis.
- Assist and document account changes for names, addresses, new accounts, and billing addresses for permitted/licensed establishments, businesses and vendors.
- Initiate, log and track complaints from the public regarding housing issues, establishment concerns, etc.
- Prepare and Post Licensing Board agendas, and prepare packets with appropriate information for all meetings, take, prepare and post minutes of Licensing Board meetings
- Assist in the preparation for Board of Health meetings, including posting the Board of Health agenda, taking, preparing and posting minutes of Board of Health meetings
- Implement record retention schedule in accordance with the Secretary of State's rules and department policies
- Schedule and manage constable services including preparation of service documents as required
- Direct and train SCRIPT volunteers and interns as required
- Office supply management, order placement, and vendor interface with service providers.
- Perform all other department related clerical duties as required

Minimum Qualifications:

Education and Experience:

Minimum high school diploma. Associates Degree. 5+ years' experience in office/clerical/accounts payable settings with regular interaction with the public, often in distressed situations.

Special Requirements:

Must have demonstrated excellent Customer Service skills. Strong Microsoft Office skills required. Munis experience preferred.

Knowledge, Abilities and Skills:

Professional Customer Service-oriented manner, strong communication skills, effective language and writing skills essential. Excellent communication skills. Ability to multitask is essential within a busy office environment.

Physical Requirements:

The physical demands described here are representative of those that must be met by an employee to successfully perform the essential functions of this job. Reasonable accommodations may be made to enable individuals with disabilities to perform the essential functions.

At times, tasks require the ability to exert light physical effort in sedentary to light work, which may involve some lifting, carrying, pushing and/or pulling of objects and materials of light weight (15 -30 pounds). Tasks may involve extended periods of time at a keyboard or workstation. Many tasks require the ability to perceive and discriminate sounds and visual cues or signals. Some tasks require the ability to communicate orally. Requires the ability to operate, maneuver and/or control the actions of equipment, tools and/or materials used in performing essential functions. Files and types on a keyboard at a moderate to high speed.

05/19/2020 08:47
6876mwar

CITY OF MARLBOROUGH
SALARY TABLES

P 1
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2019	CMUN MUNICIPAL	PRCL	PRINCIPAL CLERK A	ANNUAL	W WEEKLY	11	52.0000	7.00	35.00	5.00	1820.00	260.00	N
Change was made by 2.5000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	26.2977	184.0831	920.42	47,861.61
01	0.0000	27.3497	191.4484	957.24	49,776.58
02	0.0000	28.4440	199.1078	995.54	51,768.04
03	0.0000	29.5814	207.0693	1,035.35	53,838.03

** END OF REPORT - Generated by Mary Ward **

05/19/2020 08:46
6876mwar

CITY OF MARLBOROUGH
SALARY TABLES

P 1
pmgrstep

EFF. DATE	GROUP/BU	GRADE/ RANK	DESCRIPTION	PAY BASIS	FREQUENCY	CALC	PERIODS	HRS/ DAY	HRS/ PERIOD	DAYS/ PERIOD	HRS/ YEAR	DAYS/ YEAR	USE PCT
07/01/2019	CMUN MUNICIPAL	SRCL	SENIOR CLERK	A ANNUAL	W WEEKLY	11	52.0000	7.00	35.00	5.00	1820.00	260.00	N
Change was made by 2.5000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	22.5349	157.7435	788.72	41,013.30
01	0.0000	23.4366	164.0555	820.28	42,654.42
02	0.0000	24.3737	170.6152	853.08	44,359.95
03	0.0000	25.3483	177.4383	887.19	46,133.95

07/01/2019	CNOA NON-AFFILI	SRCL	SENIOR CLERK	A ANNUAL	W WEEKLY	11	52.0000	7.00	35.00	5.00	1820.00	260.00	N
Change was made by 2.5000%													
No Dollar amount used.													

STEP/LEVEL	PERCENT	HOURLY RATE	DAILY RATE	PERIOD SALARY	ANNUAL SALARY
00	0.0000	22.5349	157.7435	788.72	41,013.30
01	0.0000	23.4366	164.0555	820.28	42,654.42
02	0.0000	24.3737	170.6152	853.08	44,359.95
03	0.0000	25.3483	177.4383	887.19	46,133.95

** END OF REPORT - Generated by Mary Ward **

CITY OF MARLBOROUGH

Marlborough, MA 01752

#AA14-14

Date of Posting: 10/24/2014

**POSITION AVAILABLE
Board of Health/Licensing Commission
Senior Clerk**

Responsibilities: This is a full-time (35 hours), benefit eligible position in a busy, detail oriented, customer focused environment. Excellent customer service skills are required. This position will work under the direction of the City Sanitarian as designated by the Marlborough Board of Health. Duties include a wide variety of detail specific administrative functions including but not limited to: prepare, post and publish the monthly agenda of the Board of Health and Licensing Commission, work with department staff and Board members on coordinating agenda items and hearings, attend all monthly evening Board of Health and Licensing Commission meetings and record the minutes of each meeting, serve as the initial primary point of contact for in-office, phone and email customer inquiries. Additionally, the Senior Clerk will provide administrative support to department members as well as Board and Commission members, follow-up with businesses, restaurants and landlords on code compliance inspections, assist with financial tasks, including budgets, maintaining account ledgers for expenses and revenue and all required record keeping. Will be the department lead in electronic processes that are required by the State.

Qualifications: Minimally must have high school diploma and 4+ years' administrative experience or equivalent in an office setting. Requires excellent software and database systems knowledge as well as Internet skills. Specific demonstrated proficiency with Microsoft Office Suite especially Word, Excel, and Outlook applications.

Salary: \$20.32-\$22.85 hourly

Please forward cover letter and resume to:

Personnel Department
City of Marlborough
140 Main Street
Marlborough, MA 01752
personnel_dept@marlborough-ma.gov

Position:	<input checked="" type="checkbox"/> Civil Service	<input type="checkbox"/> Non-Civil Service	<input type="checkbox"/> Contract
Class:	<input checked="" type="checkbox"/> Full-Time	<input type="checkbox"/> Part-Time	<input type="checkbox"/> Intermittent
	<input checked="" type="checkbox"/> Provisional	<input checked="" type="checkbox"/> Permanent	<input type="checkbox"/> Temporary



CITY OF MARLBOROUGH

BOARD OF HEALTH

140 Main Street, Lower Level
Marlborough, Massachusetts 01752
Facsimile (508) 460-3625 TDD (508) 460-3610

Robin Williams, Member
Jim Griffin, Vice Chairman
Joseph Tennyson, MD, Chair
Tel (508) 460-3751

MEMORANDUM

To: Lynn Davine, Director of Human Resources

From: John Garside, Director of Public Health

Date: 5/7/2020

Subject: Senior Clerk to Principal Clerk Classification

I have attached the Senior Clerk job description from October 2014 and the Draft Principal Clerk job description from May 2020. This position has evolved so that the clerk is now expected to be the primary liaison to the public and businesses, often resulting in the resolution of complaints, questions, and requests for information without assistance from other department staff. The database management system that is now in place includes over 950 annual licenses and permits; and, thousands of inspection reports and applications that the clerk is responsible for maintaining.

Record retention, in accordance with the secretary of state requirements, is now also the primary responsibility of the clerk. In addition, (1) the clerk has sole responsibility for updating and maintaining two dynamic websites, and (2) clerk conducts statistical data analysis to determine morbidity and demographic health trends through the Massachusetts Virtual Epidemiological Network (MAVEN).

The staff that the clerk is currently supporting has grown to 6 fulltime employees as well as many others that work remotely during this COVID pandemic. Before the pandemic, the staff that the clerk supported was four full-time employees, which is up one employee from October 2014. Aside from increased full-time staff, the clerk now supports SCRIPT volunteers and interns as required, as well as a contracted part-time food inspector.

Based on these considerations, I am asking that the position in the Board of Health be upgraded from Senior Clerk to Principal Clerk.



City of Marlborough
Office of the Mayor

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Arthur G. Vigeant
MAYOR
2020 JUN 4 A 11:52

Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: Proposed Amendment to the November 10, 2014 Tax Increment Financing Agreement between the City of Marlborough, GE Healthcare Bio-Sciences Corp. ("GEHC") and Atlantic-Marlboro Realty, LLC

Dear Honorable President Ossing and Councilors:

Enclosed please find for your review a proposed order to approve a First Amendment to the above-referenced TIF Agreement for the purpose of recognizing Global Life Sciences Solutions USA LLC as the successor in interest to GEHC under the TIF Agreement. All other terms and conditions in the TIF Agreement remain binding.

Thank you for your consideration. Please do not hesitate to contact me with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

ORDERED:

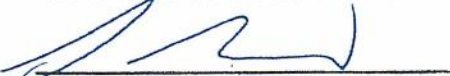
The City Council hereby approves and authorizes the Mayor to execute the First Amendment to the Tax Increment Financing Agreement by and between the City of Marlborough, Global Life Sciences Solutions USA LLC ("Cytiva") and Atlantic-Marlboro Realty, LLC, recognizing Cytiva as the successor in interest to GE Healthcare Bio-Sciences Corp. with respect to the original Tax Increment Financing Agreement effective November 10, 2014.

ADOPTED
In City Council
Order No. 20-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

APPROVED AS TO LEGAL FORM:



City Solicitor / Asst. City Solicitor

FIRST AMENDMENT TO TAX INCREMENT FINANCING AGREEMENT

This First Amendment to the Tax Increment Financing Agreement (“Amendment”) is entered as of the date of last signature below (“Amendment Effective Date”), by and between the City of Marlborough (“City”), Global Life Sciences Solutions USA LLC (“Cytiva”) and Atlantic-Marlboro Realty, LLC (“Owner”).

WHEREAS, Global Life Sciences Solutions USA LLC, a domestic for-profit corporation authorized to do business in Massachusetts with its principal place of business located at 100 Results Way, Marlborough, MA 01752 _ is the successor in interest to GE Healthcare Bio-Sciences Corp. (“GEHC”); and

WHEREAS, the City, the Owner and GEHC entered into a Tax Increment Financing Agreement as of November 10, 2014 (“Agreement”); and

WHEREAS, the parties now desire to amend and/or supplement the Agreement to recognize Cytiva as the successor to GEHC under the Agreement in accordance with the terms and conditions set forth herein.

NOW THEREFORE in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and contingent upon receipt of authorization from the City Council, approval of the Massachusetts Economic Assistance Coordinating Council, and in accordance with applicable law, the parties hereby agree as follows:

1. The City Council approved the provisions of this Amendment on _____, 2020 pursuant to the Resolution attached hereto. The City Council hereby authorizes the Mayor to execute this Amendment on the City's behalf, and to monitor and enforce compliance by the Company and the Owner with the terms of this Amendment and the Agreement. The Mayor is authorized to act for and on behalf of the City in proceedings relating to the approval of this Amendment by the Massachusetts Economic Assistance Coordinating Council (the "EACC").
2. As of the Amendment Effective Date: All rights, liabilities, benefits, and obligations under the Agreement formerly belonging to GEHC are acknowledged to have transferred to, and are assumed by, Cytiva. Cytiva shall enjoy all of the rights and benefits of GEHC under the Agreement, and all references to “Company” in the Agreement shall be read and construed as references to Cytiva. For purposes of Section 6 of the Agreement, contact information for all notices to Company shall be to the property address: 100 Results Way, Marlborough, MA 01752.
3. The City, the Owner and Cytiva undertake to perform the Agreement and to be bound by the terms of the Agreement; and
4. All other terms of the Agreement remain unchanged and in full force and effect.
5. Each of the parties hereby agrees to promptly do, or cause to be done, all things necessary, proper, or advisable to give full effect to its obligations under this Amendment including the performance of such further acts or the execution and delivery of any additional

instruments or documents as may be reasonably necessary for effecting the purposes of this Amendment.

- 6. In the event of any conflict between the terms and conditions of this Amendment and the Agreement, the terms and conditions of this Amendment shall govern and control. The Agreement and this Amendment contain the entire agreement among the parties and all prior proposals, discussions and writings relating to the subject matter herein are superseded.
- 7. The Parties agree that execution of this Amendment by industry standard electronic signature software and/or by exchanging PDF signatures shall have the same legal force and effect as the exchange of original signatures, and that in any proceeding arising under or relating to this Amendment, each party hereby waives any right to raise any defence or waiver based upon execution of this Amendment by means of such electronic signatures or maintenance of the executed Amendment electronically.

Signatures on following pages

WITNESSETH, the execution and delivery of this Agreement by Cytiva, the Owner and the City as an instrument under seal as of the date last written below by the signatories hereto.

AGREED TO:

Global Life Sciences Solutions USA LLC

By: _____

Dated: _____

[Insert name and title]

COMMONWEALTH OF MASSACHUSETTS

On this ___ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document in my presence.

Notary Public

Printed Name: _____

My Commission Expires: _____

CERTIFICATE OF AUTHORITY

The undersigned, _____, hereby certifies as follows:

1. The undersigned is the _____ of _____ (the "Company").
2. The undersigned hereby certifies that NAME, TITLE, of the Company, is authorized to execute binding agreements on the Company's behalf, including without limitation this First Amendment.

The undersigned has executed this certificate as Secretary of the Company as of this date

 Name:
 Title:
 Dated: _____

AGREED TO:

Atlantic-Marlboro Realty, LLC

By: _____ Dated: _____

[Insert name and title]

COMMONWEALTH OF MASSACHUSETTS

On this ___ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document in my presence.

 Notary Public
 Printed Name: _____
 My Commission Expires: _____

AGREED TO:

City of Marlborough

By: _____

Dated: _____

[Insert name and title]

COMMONWEALTH OF MASSACHUSETTS

On this ___ day of _____, 2020, before me, the undersigned Notary Public, personally appeared _____, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document in my presence.

Notary Public

Printed Name: _____

My Commission Expires: _____



Cytiva
Global Life Sciences Solutions USA LLC
100 Results Way
Marlborough, MA 01752
United States

20 April 2020

Arthur G. Vigeant
Mayor, City of Marlborough
140 Main Street
Marlborough, Massachusetts 01752

Dear Mayor Vigeant,

I am writing in regards to the Tax Increment Financing Agreement Between the City of Marlborough, GE Healthcare Bio-Sciences Corp. and Atlantic-Marlboro Realty, LLC (the "Agreement"). On 25 February 2019, Danaher Corporation announced it had entered into a definitive agreement to acquire the Biopharma business of GE Healthcare Life Sciences. In preparation for the planned sale, as of September 30, 2019, GE Healthcare Bio-Sciences Corp. became Global Life Sciences Solutions USA LLC. Global Life Sciences Solutions USA LLC was then purchased by Danaher Corporation on March 31, 2020 when the sale of the Life Sciences business was completed.

We write to request an amendment to the Agreement. The only change we are requesting is a formal acknowledgement that the GE Healthcare Bio-Sciences Corp. be replaced in the Agreement with Global Life Sciences Solutions USA LLC. As provided in Section C.1. of the Agreement, Global Life Sciences Solutions USA LLC is bound by the Agreement.

We have drafted the enclosed amendment to accomplish this. Please let us know the next steps.

I can be reached at jon.vanpelt@cytiva.com. Brian Douglass serves as our representative to the Marlborough Economic Development Committee. He can be reached at brian.douglass@cytiva.com.

Sincerely,

A handwritten signature in blue ink that reads "Jon Van Pelt".

Jon Van Pelt
Vice President

Cc: Brian Douglass



City of Marlborough
Office of the Mayor

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAYOR
2020 JUN -4 A 11:51
Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: AAA Rating

Honorable President Ossing and Councilors:

I am pleased to report that Standard and Poor's Global Rating has affirmed the City's AAA long-term debt rating, the highest rating attainable, for the second time in city history. I have enclosed a document that provides a summary of their rationale, outlook, and related research, which lead to the bond determination.

Earning a AAA designation by municipal credit agencies represents the highest level of creditworthiness that can be achieved, which only a handful of the 351 communities in Massachusetts have received. Maintaining an excellent municipal credit rating will allow the city to borrow at a much lower interest rate, which benefits the community tremendously.

Obtaining and maintaining this superb rating is a team victory earned through decades of smart fiscal policies and decision making, and I look forward to working with city leaders to maintain our excellent financial standing.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor

RatingsDirect®

Summary:

Marlborough, Massachusetts; General Obligation

Primary Credit Analyst:

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

Secondary Contact:

Felix Winnekens, NEW YORK + 1 (212) 438 0313; felix.winnekens@spglobal.com

Table Of Contents

Rating Action

Stable Outlook

Credit Opinion

Related Research

Summary:**Marlborough, Massachusetts; General Obligation****Credit Profile**

US\$35.09 mil GO mun purp loan of 2020 bnds due 05/15/2040

<i>Long Term Rating</i>	AAA/Stable	New
Marlborough GO		
<i>Long Term Rating</i>	AAA/Stable	Affirmed
Marlborough		
<i>Long Term Rating</i>	AAA/Stable	Affirmed
Marlborough GO (MBIA) (National)		
<i>Unenhanced Rating</i>	AAA(SPUR)/Stable	Affirmed

Many issues are enhanced by bond insurance.

Rating Action

S&P Global Ratings assigned its 'AAA' long-term rating to Marlborough, Mass.' \$35 million series 2020 general obligation (GO) municipal-purpose loan bonds and affirmed its 'AAA' ratings on the city's existing GO debt. The outlook is stable.

Under our criteria, "Ratings Above The Sovereign: Corporate And Government Ratings—Methodology And Assumptions," published Nov. 19, 2013, we rate Marlborough higher than the nation, because we think the city can maintain better credit characteristics than the nation in a stress scenario based on its predominantly locally derived revenue base and our view that pledged revenue supporting bond debt service is at limited risk of negative sovereign intervention. In 2019, local property taxes generated 63% of revenue, which demonstrated a lack of dependence on central government revenue.

The city's full-faith-and-credit pledge, subject to Proposition 2 1/2 limitations, secures the bonds. We rate the limited-tax GO debt on par with our view of Marlborough's general creditworthiness, because the city does not derive the ad valorem tax from a measurably narrower property tax base and there are no resource-fungibility limitations, supporting our view of Marlborough's overall ability and willingness to pay debt service.

We understand officials intend to use series 2020 bond proceeds to permanently finance existing short-term debt and refund the city's series 2006 and 2008 GO bonds.

Credit overview

The rating reflects our opinion of the city's positive operating results during the past few fiscal years and improved reserves, supported by a strong tax base that has access to the Boston metropolitan statistical area (MSA), which proved resilient during the past recession. However, we think the city's large pension and other postemployment benefits (OPEB) obligation and associated costs, which officials have been managing, could pressure the long-term budget. In addition, while the majority of operating revenue is from local property taxes, we believe there is an event

Summary: Marlborough, Massachusetts; General Obligation

risk from the current economic and health environment due to COVID-19, particularly related to intergovernmental revenue and local receipts over the short term. While it remains unclear how the COVID-19 outbreak will affect the city, we expect some revenue volatility, which could potentially weaken budgetary performance and reserves.

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

- Very strong economy, with access to a broad and diverse metropolitan statistical area (MSA);
- Very strong management, with strong financial policies and practices under our Financial Management Assessment (FMA) methodology;
- Adequate budgetary performance, with balanced operating results in the general fund and an operating surplus at the total governmental fund level in fiscal 2019;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2019 of 22% of operating expenditures, and the flexibility to raise additional revenues despite statewide tax caps;
- Very strong liquidity, with total government available cash at 30.5% of total governmental fund expenditures and 8.7x governmental debt service, and access to external liquidity that we consider strong;
- Strong debt and contingent liability profile, with debt service carrying charges at 3.5% of expenditures and net direct debt that is 41.0% of total governmental fund revenue, as well as low overall net debt at less than 3.0% of market value, but a large pension and OPEB obligation; and
- Strong institutional framework score.

Stable Outlook

Downside scenario

If the city's budgetary performance declines such that results in a deterioration of available reserves, as a result of economic and financial recessionary pressures, we could lower the rating.

Credit Opinion

Very strong economy

We consider Marlborough's economy very strong. The city, with an estimated population of 41,565, is in Middlesex County in the Boston-Cambridge-Newton MSA, which we consider to be broad and diverse. The city has a projected per capita effective buying income of 132% of the national level and per capita market value of \$148,731. Overall, the city's assessed value (AV) grew 3.7% over the past year to \$6.2 billion in 2020. The county unemployment rate was 2.7% in 2018.

Marlborough--a predominantly residential community that also features a diverse industrial and commercial base--is approximately 25 miles west of Boston. Interstates 290 and 495, as well as U.S. Route 20 traverse the city, which connects residents to Boston, Worcester, and other regional employment centers. In addition, due to its central location and highway access, Marlborough has experienced considerable residential and commercial growth. Over the past three years, its AV increased 14.3%. We consider the tax base to be very diverse, with the 10-leading taxpayers

Summary: Marlborough, Massachusetts; General Obligation

accounting for 9.3% of AV.

Due partially to the city's efforts to attract commercial development and form mixed-use overlay districts, several large corporate employers have relocated to Marlborough since 2011, which has contributed to the city's broadening employment and property tax base. The city's leading employers, including Raytheon (2,000 employees), TJX Cos. Inc. (1,900), Boston Scientific (1,600), and Quest Diagnostics (1,300), anchor the community and support additional residential development and expansion of small business. New companies that have moved into the city in the past two years include Allegro Microsystems, Exagrid, and Repligen, which opened a new manufacturing facility.

A new development known as the Apex Center of New England has been completed and includes two new hotels, restaurants, 114,000 square feet of office space, and a 150,000-square-foot entertainment complex. Although several businesses have temporarily closed due to COVID-19, officials indicate there are others, such as restaurants, which remain open, and are continuing operations, albeit on a limited basis. A 123-unit luxury apartment building by Avalon at the Marlborough Hills section of town is still continuing construction. In addition, an 11-unit infill condominium development is in the final stages of approval and many subdivisions in the city are reaching final sellout status with additional development planned.

While we expect the city's economy to will likely remain relatively stable, we believe its economic metrics could weaken during the next few years due to regional and national economic trends and recessionary pressures related to COVID-19. (For more information, please read "An Already Historic U.S. Downturn Now Looks Even Worse," published April 16, 2020, on RatingsDirect).

Very strong management

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

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

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

Marlborough maintains a five-year capital improvement plan (CIP), which it updates on an annual basis. The CIP identifies capital needs and various funding sources, as well as debt service amortization. In addition, the city maintains a five-year long-term financial plan to forecast future revenue and expenditure trends. The city adopted an investment policy that complies with commonwealth guidelines for fund investments, and it provides quarterly investment reports quarterly. It has adopted debt policies to limit debt service to 5% of expenditures, requiring

Summary: Marlborough, Massachusetts; General Obligation

tax-supported debt to amortize at least 65% over the first 10 years or retirement, as well as forbidding enterprise debt from exceeding 25% of total operating expenditures. Marlborough has a formal debt reserve policy, with a requirement to maintain reserves at a minimum of 15% of annual expenditures, and it has historically met this target and sustained its reserves at those levels.

The city has cyber-security protections in place and maintains various backups of its networks and systems. The city also maintains cyber-security insurance.

Adequate budgetary performance

Marlborough's budgetary performance is adequate, in our opinion. The city had balanced operating results in the general fund of 0.4% of expenditures, and surplus results across all governmental funds of 1.9% in fiscal 2019.

Although the city's budgetary performance has been stable the past few years, our assessment includes our view that the city's budgetary results over the next two years could differentiate from those of previous years due to recessionary pressures and economic and financial uncertainty related to COVID-19.

We adjusted fiscal 2019 results for recurring transfers and one-time capital expenditures paid for with bond proceeds.

According to officials, the city expects to end fiscal 2020 with balanced operations. Management indicates the city has received a majority of its property taxes and local receipts for the year. Although residents voted to extend the deadline for the city's May 1 property taxes by 30 days, as allowed by the state, officials indicate the city is not experiencing any major disruptions as tax collections are on target and tracking at a similar pace to previous years. In addition, we understand the city performs regular cash flow analysis and projections and it does not expect any major liquidity issues for the remainder of the year. On the expense side, we understand the city is not experiencing cost overruns as it has instituted a spending freeze on non-discretionary items and school-related expenditures are on budget. In addition, the city has set aside more than \$100,000 to cover any COVID-19-related expenses; funds that it has not needed to fully use so far this year. Property taxes make up 63% of general fund revenues followed by intergovernmental at 29%. Tax collections are strong, in our view, averaging 100% over the past three years.

The city has adopted its fiscal 2021 budget, which represents a 2.93% increase from the previous year, and that includes no increases in property taxes. According to management, a majority of the increase in its budget is mainly towards its school department to account for new hires as a result of the expected opening of a new school during the fiscal year. However, given the uncertainty related to COVID-19 and the potential financial and economic impacts on the city's budget, officials plan to implement a spending freeze as the beginning of fiscal year 2021. The city believes this would help it manage any unanticipated revenue loss or expenditure increases. In addition, the city has reduced its state aid assumptions by about 10% compared with the governor's budget as a conservative measure, and it has budgeted state aid at near flat levels compared with the previous year.

Although we think the city will likely maintain stable finances during the next two fiscal years, we imagine the unprecedented widespread effects of COVID-19 will affect commonwealth revenue and many local economies, including that of Marlborough. This could weaken budgetary performance for fiscal 2021 and beyond, in our view. If management maintains balanced financial results during the next two fiscal years or until we think the threat of stagnating or decreasing revenue subsides, we could revise our view of Marlborough's budgetary performance to strong.

Summary: Marlborough, Massachusetts; General Obligation

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

Very strong budgetary flexibility

Marlborough's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2019 of 22% of operating expenditures, or \$36.5 million. In addition, the city has the flexibility to raise additional revenues despite statewide tax caps, which we view as a positive credit factor.

Due to strong and positive budgetary performance over the past three years, Marlborough has maintained its very strong budgetary flexibility.

Furthermore, the city's formal reserve policy stipulates that Marlborough maintain a minimum unassigned fund balance of 15% of general fund expenditures—a target it has historically met and sustained. Over the past five fiscal years, Marlborough has an unused levy capacity greater than \$25 million, which has consistently increased annually. For fiscal 2020, the city's unused levy capacity totaled \$35 million, which represents about 24% of budgeted expenditures. We view unused levy capacity as additional operating flexibility, because the city can raise the levy up to that amount without an operating override. However, the city has no plans to tap into this levy capacity.

Very strong liquidity

In our opinion, Marlborough's liquidity is very strong, with total government available cash at 30.5% of total governmental fund expenditures and 8.7x governmental debt service in 2019. In our view, the city has strong access to external liquidity if necessary.

We adjusted the city's liquidity to account for restricted cash as well as highly liquid investments with Massachusetts Municipal Depository Trust that can be made readily available. Marlborough is a frequent market participant that has frequently issued debt over the past 20 years, including GO bonds and short-term bond anticipation notes. Marlborough has no variable-rate or direct-purchase debt, and management confirms the city has no contingent liquidity risks from financial instruments with payment provisions that change on the occurrence of certain events. City investments are subject to state guidelines, and Marlborough invests its cash in low-risk assets with original maturities of three months or less, including the Massachusetts Municipal Depository Trust, money markets, and short-term certificates of deposit. The city also does not anticipate any liquidity issues or expect to issue any cash flow notes for the next few months. For these reasons, the city's available cash position remains strong and stable, and we expect its liquidity profile to remain very strong over the next two years.

Strong debt and contingent liability profile

In our view, Marlborough's debt and contingent liability profile is strong. Total governmental fund debt service is 3.5% of total governmental fund expenditures, and net direct debt is 41.0% of total governmental fund revenue. Overall net debt is low at 1.5% of market value, which is in our view a positive credit factor.

After this issuance, the city will have about \$160 million in total direct debt. The city plans to issue about \$36 million as

Summary: Marlborough, Massachusetts; General Obligation

part of its CIP for various projects.

Pension and OPEB

- In our opinion, a credit weakness is Marlborough's large pension and OPEB obligation. We believe the low pension funded ratio, permissive assumptions, and large OPEB liability, collectively, result in a liability profile that will likely pressure the operating budget, particularly if assumptions are not met.
- While the use of an actuarially determined contribution (ADC) is a positive, we believe some of the assumptions used to build the pension ADC reflect what we view as slightly weak assumptions and methodologies, which we believe increases the risk of unexpected contribution escalations.
- Although management funds OPEB liabilities on a pay-as-you-go basis, which, due to claims volatility and medical-cost and demographic trends, are likely to lead to escalating costs, the city has legal flexibility to alter OPEB, which we view as a potential means to mitigate escalating costs.

As of June 30, 2019, the city participates in the following plans:

- Marlborough Contributory Retirement System: 69.3% funded with a \$71 million proportionate share of the net pension liability.
- Marlborough's defined-benefit, OPEB health care plan, which is 8.23% funded, with an OPEB liability of about \$118.7 million.

Marlborough's combined required pension and actual OPEB contributions totaled 7.8% of total governmental fund expenditures in 2019. Of that amount, 4.4% represented required contributions to pension obligations, and 3.5% represented OPEB payments. The city made 100% of its annual required pension contribution in 2019.

The city's net pension liability increased to \$71 million in fiscal 2019 from \$33 million in fiscal 2018 as a result of changes in the plan's mortality assumptions. We believe the discount rate of the city's pension plan remains high at 7.5%, along with permissible mortality tables, and optimistic payroll growth assumptions. The system made progress in both our static and minimum funding progress calculations, indicating it addressed both the current costs and unfunded liabilities. The plan's closed, nine-year amortization schedule, which fully funds the unfunded liability by 2028, is a positive, in our view, and more aggressive than many other pension plans in the state. However, we believe that to meet this timeline, the system maintains assumptions that we view as more likely to lead to contribution volatility.

In its efforts to fund its OPEB obligation, Marlborough has elected to contribute a base amount of \$100,000 and, at least, 10% of free cash to its OPEB trust, which equates to approximately \$1 million. In fiscal year 2019, the city contributed \$1.1 million to the trust bringing the total to \$10.8 million. For fiscal 2020, the city contributed about \$1.3 million to the fund. Officials plan to contribute similar amounts to the OPEB trust for fiscal 2021 and beyond. The city also plans to increase contributions to the OPEB trust fund once its pension plan is fully funded after 2028.

Strong institutional framework

The institutional framework score for Massachusetts municipalities is strong.

*Summary: Marlborough, Massachusetts; General Obligation***Related Research**

- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013
- Criteria Guidance: Assessing U.S. Public Finance Pension And Other Postemployment Obligations For GO Debt, Local Government GO Ratings, And State Ratings, Oct. 7, 2019
- 2019 Update Of Institutional Framework For U.S. Local Governments

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

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City of Marlborough
Office of the Mayor

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www.marlborough-ma.gov

Arthur G. Vigeant
MAYOR

Nathan R. Boudreau
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

June 4, 2020

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

Re: AAA Rating

Honorable President Ossing and Councilors:

I am pleased to report that Standard and Poor's Global Rating has affirmed the City's AAA long-term debt rating, the highest rating attainable, for the second time in city history. I have enclosed a document that provides a summary of their rationale, outlook, and related research, which lead to the bond determination.

Earning a AAA designation by municipal credit agencies represents the highest level of creditworthiness that can be achieved, which only a handful of the 351 communities in Massachusetts have received. Maintaining an excellent municipal credit rating will allow the city to borrow at a much lower interest rate, which benefits the community tremendously.

Obtaining and maintaining this superb rating is a team victory earned through decades of smart fiscal policies and decision making, and I look forward to working with city leaders to maintain our excellent financial standing.

Please do not hesitate to contact me if you have any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough
Planning Board

PLANNING BOARD

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CITY OF MARLBOROUGH
2020 JUN -3 P 12:51

Barbara L. Fenby, Chair
Philip Hodge
Sean N. Fay
George LaVenture
Christopher Russ
Matthew Elder

Administrative Offices
135 Neil St.
Marlborough, MA 01752

Krista Holmi, Administrator
(508) 624-6910 x33200
kholmi@marlborough-ma.gov

05-22-20

Mr. Michael Ossing, President
Marlborough City Council
140 Main St.
Marlborough, MA 01752

RE: Council Order #20-1007947 , Proposed Zoning Amendment Chapter 650, §5, §17, §18 – Contractor Storage Yards and the Proposed Rezoning of Land Located on Farm Rd. Map 85, Parcel12.

Honorable President Ossing and Members:

At its regularly scheduled meeting on 5/18/2020, the Planning Board took the following action regarding the above referenced zoning amendment:

On a motion by Mr. Fay, seconded by Mr. Hodge the Board voted to make a generally favorable recommendation to the Marlborough City Council on the proposed zoning amendment. Yea: Fay, Hodge, LaVenture, Russ, Fenby Nay: Elder. Motion carried 5-1.

In its decision, the Board made the following comments:

The Board was instructed that the zoning amendment was to be evaluated “as is”; nonetheless, the Board applied its typical standard: Does the proposed zoning proposal benefit the City, is it otherwise consistent with the intent of zoning regulation, does the proposal fit into the neighborhood(s), and what is the potential impact on neighbors?

After consideration, the Board voted to provide a generally favorable recommendation on the proposed zoning amendment but expressed reservations that the existing proposal did not address practical areas of control including storage setbacks, limitations on stacked material storage, storage of refuse, storage of unregistered vehicles and the absence of the five-foot screening requirement for existing yards. The Board expressed concern that not enough was being done to protect the residential abutters to existing yards. In his opposition, Mr. Elder expressed concern with both the pre-negotiated amendment process and portions of the amendment content. Particularly concerning is the two-year timeframe for site plan review, which he deemed as far too long, feeling this could be accomplished in months, not years.

Regarding the proposal to rezone the specific parcel, the Board expressed concern about the habitual non-compliance on that parcel including multiple sign violations (banners affixed to a fence, etc.), the parking of trucks on grass adjacent to the street with screen printed advertising, and automotive uses on the property that may not be consistent with current or proposed zoning. The Board expressed a preference that the rezoning of the parcel be delayed until the property was brought into compliance. The Board agreed to refer the matter to Code Enforcement and encourage enforcement of the violations of applicable regulations.

With reservations as noted, the majority felt that the zoning amendment proposed was preferable to none.

Sincerely,

Barbara L. Fenby
Chairperson

cc: City Clerk ✓



City of Marlborough Office of the City Council

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Email citycouncil@marlborough-ma.gov

17
Michael H. Ossing
PRESIDENT
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Kathleen D. Robey
VICE-PRESIDENT
2020 JUN -4 A 8:00
Karen D. Boule
CITY COUNCIL SECRETARY

June 2, 2020

President & Members
Marlborough City Council
City Hall, 140 Main Street
Marlborough, MA 01752

Re: Council Order No.20-1007947: Proposed Zoning Petition Ch.650, s5, s17, s18,
Contractor Storage Yards, Map Change of Land Located on Farm Rd. Map 85, Parcel 12

Dear President & Members:

As sponsor of the referenced zoning petition, I am writing to ask for approval of the order through all stages of passage at the June 8, 2020 regular meeting.

As veteran councilors are aware, the issue of contractor storage yards started long before I initiated this petition on behalf of the Mayor. Several failed attempts at crafting language to permit contractor storage yards that would be acceptable to contractors, residents and councilors resulted in zoning enforcement, request for zoning relief, and finally court action.

I was notified that parties of the suit against the City were willing to move forward with an ordinance to add contractor yards to the table of uses and a required map change to place one of the businesses in the appropriate zone. I was certainly willing to try to create a remedy for the continuing stalemate which had no relief in sight; but, guaranteed costly litigation for all parties.

The resulting ordinance drafted by the Solicitor's Office has the full support of Mayor Vigeant if approved without change; and, the parties to the suit are likewise in support of the petition. There was no opposition heard at the public hearing, and no written evidence of support or opposition was submitted before or after the close of the public hearing. On tonight's agenda, the City Council has received the required recommendation of the Planning Board. The Planning Board voted to make a generally favorable recommendation on the amendment with Fay, Hodge, LaVenture, Russ and Fenby in favor; Elder opposed.

Based on the above, I will be making a motion to remove the petition from committee; and, if granted, will move for approval of the ordinance.

Sincerely,

Katie Robey
Councilor at Large

/kb

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CITY OF MARLBOROUGH

2020 MAY 26 P 12:17

May 26, 2020

City Clerk
Marlborough City Hall
140 Main Street
Marlborough, MA 01752

Marlborough City Council,

Please approve for Grant purposes the following plan:

To install approximately 185' of 2" Intermediate Pressure plastic pipe for a gas main extension.

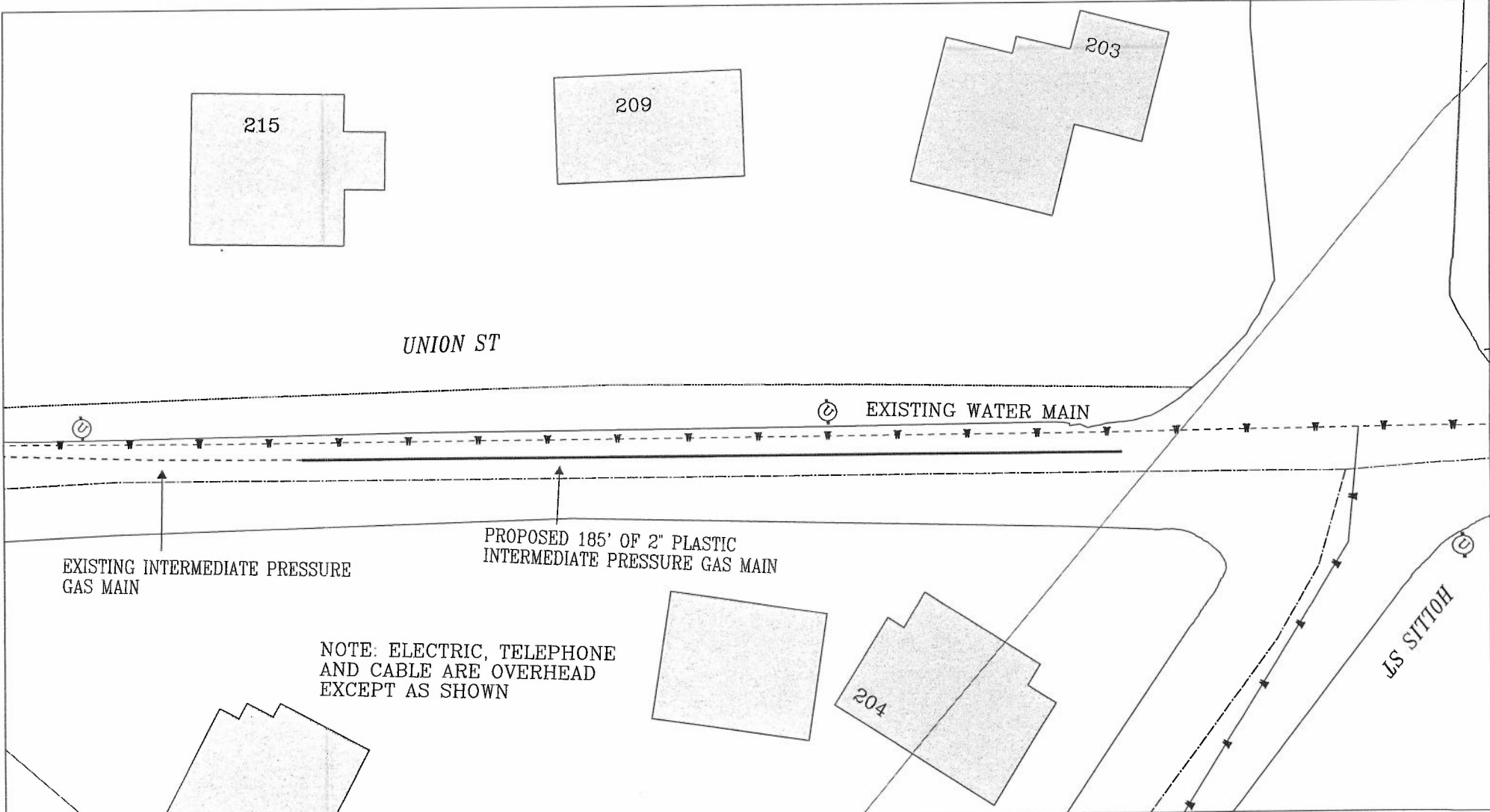
The work is going to take place at the following location:

Union ST, Marlboro – from #215 Union ST for 185' towards Hollis ST

Respectfully,

Pamela Gopaul
Eversource Energy
Supervisor of Planning & Scheduling
157 Cordaville Rd
Southboro, Massachusetts 01772

EVERSOURCE
ENERGY



NOTE: ELECTRIC, TELEPHONE
AND CABLE ARE OVERHEAD
EXCEPT AS SHOWN

		<p>MASS LAW <small>Requires 72 hours advance notice to utility companies before digging by address</small> Call Dig-Safe: 811</p>	<p>IMPORTANT - DO NOT SCALE <small>This drawing provides approximate locations only and all facility information may not be shown. Contact EVERSOURCE MA Gas to have specific field information identified. EVERSOURCE MA Gas disclaims any liability resulting from reliance by any on the location shown on this map. Massachusetts law requires that any person performing excavation work contact Dig-Safe so that the location of any underground may be marked.</small></p>	<p>Address: Union ST, Marlboro City / Town: Grant Plan (2020)</p>
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EVERSOURCE MA GAS
One NSTAR Way
Westwood, MA 02090
Phone 1-800-592-2000

ABUTTERS LIST FOR UNION ST - HOLLIS ST
MARLBOROUGH, MA

Map	Block	Lot	Unit	Owner's Name	Co Owner's Name	Address	City	ST Zip	Parcel Location
43	56			MARLBORO HOSPITAL		C/O UMASS MEMORIAL	WORCESTER	MA 01604	157 UNION ST
56	181			SALUTARI ALBERTO		224 UNION ST	MARLBOROUGH	MA 01752	224 UNION ST
56	184			PEARISO KARA C		204 UNION ST	MARLBOROUGH	MA 01752	204 UNION ST
56	186			KEANE JOHN M		223 UNION ST	MARLBOROUGH	MA 01752	223 UNION ST
56	191			BATTAGLINO ADAM	NANCY BATTAGLINO	215 UNION ST	MARLBOROUGH	MA 01752	215 UNION ST
56	192			UMASS MEMORIAL REALTY INC		306 BELMONT ST	WORCESTER	MA 01604	209 UNION ST
56	194			SANTELLA MICHAEL J	DONNA J SANTELLA	196 UNION ST	MARLBOROUGH	MA 01752	196 UNION ST
56	182A			PACHECO PAUL C LI EST		210 UNION ST	MARLBOROUGH	MA 01752	210 UNION ST

MARLBOROUGH ASSESSORS

Anthony C. Amore
William K. Silverstein
Paul Mayle



CHARLES D. BAKER
GOVERNOR

KARYN E. POLITO
LIEUTENANT GOVERNOR

COMMONWEALTH OF MASSACHUSETTS

Office of Consumer Affairs and Business Regulation

DIVISION OF BANKS

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MIKE KENNEALY
SECRETARY OF HOUSING AND
ECONOMIC DEVELOPMENT

EDWARD A. PALLESCHI
UNDERSECRETARY

MARY L. GALLAGHER
COMMISSIONER

June 1, 2020

VIA Electronic Mail to: Cityclerk@marlborough-ma.gov

Steven W. Kerrigan
City Clerk
Office of the City Clerk
140 Main Street
Marlborough, MA 01752

Dear Clerk Kerrigan,

Please be advised that the Division of Banks (the Division) is establishing a public comment period on the license application filed by Marlboro Services Inc. dba Brasil Remessa (the Applicant). The Applicant has applied to become licensed to operate as a check casher at 576 Boston Post Road East, Marlborough, Massachusetts under Massachusetts General Laws chapter 169A, section 3 and its implementing regulation 209 CMR 45.03.

When considering an application for a check casher license, the Division is required to assess the impact of the proposed business on the local economy and public safety. This public comment period is being held in lieu of a public hearing due to the current State of Emergency declared by Governor Baker as a result of the outbreak of the 2019 novel Coronavirus (COVID-19) and the limitations on public gatherings.

The Division would greatly value your perspective and input on this matter through a written statement. Written comments should be submitted via email to Chief Director Elizabeth Benotti at Elizabeth.Benotti@mass.gov. Emailed comments must be received on or before Monday, June 22, 2020. If email is not available, written comments may also be submitted to the Division at the above address on or before Monday, June 22, 2020.

If you have any questions, please contact Chief Director Elizabeth Benotti

Sincerely,

Mary L. Gallagher
Commissioner of Banks
Commonwealth of Massachusetts



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2020 MAY 27 A 7:37

Marlborough Public Schools

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

Call to Order

May 12, 2020

1. Chairman 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 remotely present included Heidi Matthews, Earl Geary, Michelle Bodin-Hettinger, Denise Ryan, Katherine Hennessy, and Daniel Caruso. The Assistant Superintendent of Teaching and Learning, Mary Murphy, and the Director of Finance and Operations, Douglas Dias were also remotely present. The only physically present individuals were Chairman Vigeant and Superintendent Michael Bergeron.

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 2020 Graduation**

Superintendent Bergeron and Principal Riley gave a presentation on their proposal for the MHS 2020 Graduation. The Superintendent stressed the importance of a commencement for the young adults graduating, as well as the necessity to protect public safety during this pandemic.

Principal Riley explained that feedback was received from the student leaders and the class of 2020 about their difficulties and aspirations during this time period. He then thanked the Superintendent, Mayor, Commissioner Ghiloni and Andy White, who all collaborated with him on creating this proposal.

It is proposed that the graduation ceremony be held as multiple, mini ceremonies on June 6th and 7th between 10am and 3pm at the John G. Noble Field, located behind Whitcomb School. The rain dates proposed are June 13th and 14th. The timeframe will be adjusted based on student attendance. Students will submit feedback through a survey to schedule their mini ceremony, as well as state which three students they would like to graduate with. Alternative arrangements will be made for families opting out of the ceremony. Additionally, families that are not heard from will be contacted to determine whether they will participate in or opt out of the ceremony.

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Marlborough Public Schools

School Committee

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Principal Riley explained that each mini ceremony will hold 22 students, who can each bring up to 6 family members. Families will sit together but separate from other families. Volunteers will assist families with parking behind Whitcomb School. All participants in the ceremonies must wear a mask. Students will cross the stage set up on Noble Field.

Principal Riley emphasized that Superintendent Bergeron wanted families to not have to move from their designated seating areas to obtain pictures/videos of their graduate(s), so the school district will be coordinating a professional photographer to fulfill those duties. Each family will receive 3 pictures: one of their student(s) crossing the stage receiving their diploma, one of their student(s) in front of the "M" in the middle of the field, and one of the graduate(s) and their family in front of the panther statue. Principal Riley welcomed feedback from the School Committee.

Superintendent Bergeron reiterated some points Principal Riley made, as well as explaining that the video recording aspect needs to be figured out for the ceremonies. Last year, the graduation was streamed on Facebook live, so that option will be explored in order for family/friends at home to witness the ceremonies. He also mentioned that there needs to be crowd control in case people who are not part of the 6 family members try to attend the ceremonies or wait in the parking lot/along the perimeters, which goes against the school district's directions and safety guidelines.

Principal Riley noted that they hope to compile the typical agenda for a commencement ceremony in order to include student speeches and other typical agenda items. He also explained that Mrs. Brandt has been organizing the caps and gowns and is in the midst of obtaining the chords students receive from their extracurriculars and such. A student slideshow will also be given to students; Mrs. Brandt is creating this as well.

4. Committee Discussion/Directives: None.

5. Communications: None.

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6. Superintendent's Report

Superintendent Bergeron updated the committee on the delivery of meals throughout the City. As of May 6th, over 100,000 meals have been delivered to residents of Marlborough. The Superintendent warned everyone that Poirier Drive will be temporarily closed as construction on the new elementary school continues. Furniture delivery and technology installation is ongoing. Remaining punch list items are being resolved.

Superintendent Bergeron thanked Principal Riley for his work on celebrating the seniors in a safe, yet somewhat traditional way where they receive their diplomas. This proposed plan will only be successful if everyone cooperates, which is why the language will be so directive.

The City Council voted on the FY21 budget, and the School Committee needs to recognize the reduction by re-voting on the budget as well. The new voted budget figure for the school department is \$66,654,566 which is a 1% reduction of the previously voted school budget. The specific actions taken to reduce the budget are laid out in the Superintendent's plan. He expects future reductions will be necessary due to the impact of COVID-19 on state and local receipts.

In response to a question, Superintendent Bergeron explained that Principal Riley is discussing events, such as prom, with class officers and students, but some of these events will be nearly impossible to hold and have already been cancelled.

Superintendent Bergeron advised the committee to err on the side of caution if the district receives a onetime stimulus from the government, because it can influence the FY22 budget, which he has seen happen in the previous recession.

The Superintendent divulged that he and Mr. Dias are looking at ways to continue the meal delivery service into the summer. They are dissecting information, like which sites produce and deliver the most meals, to help adapt the program and make these decisions.

7. Acceptance of Minutes

A. Minutes of the April 28, 2020 School Committee Meeting

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept these minutes. Motion passed 7-0-0. Yes: Vigeant, Mrs. Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

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Marlborough Public Schools

School Committee
17 Washington Street, Marlborough, MA 01752
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8. Public Participation: None.

It should be noted that members of the public may provide comment by dialing 508-460-3503 extension 10121 during virtual School Committee meetings or via email before the meeting to superintendent@mps-edu.org.

9. Action Items/Reports

A. Instrumental Rental Program and Repair Services

Mr. Rosenthal explained that before a vendor held this contract, parent(s)/guardian(s) would go to a variety of instrument shops for rentals and repairs, but this contract allows the district to provide the students/guardians with a quality instrumental rental program and repair services if they choose to participate in this. The recommendation from Mr. Rosenthal is provided in the school committee agenda packet.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the David French Music Company contract.

Motion passed 7-0-0. Yes: Vigeant, Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

B. FY21 School Choice

Superintendent Bergeron reminded the committee that prior to June 1st each year, the School Committee must vote as to whether or not the district will accept school choice students in the upcoming year, which is 2020-2021. Mr. Bergeron recommends that the district should not accept school choice students at this time.

Motion made by Vice Chair Bodin-Hettinger, seconded by Chairman Vigeant to support the recommendation of the Superintendent.

Motion passed 7-0-0. Yes: Vigeant, Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

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Marlborough Public Schools

School Committee
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C. FY21 Operating Budget revote

The Superintendent summarized his own report about the FY21 Operating Budget. The School Committee needs to revote on the budget because the City Council approved the revised, 1% reduced budget.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the revised FY21 Operating Budget.

Motion passed 7-0-0. Yes: Vigeant, Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

D. Policy for Acceptance

1. Policy 7.100 Heat Modification

This policy was brought forward at the last School Committee meeting.

Motion made by Mrs. Hennessy, seconded by Chairman Vigeant to approve this policy.

Motion passed 7-0-0. Yes: Vigeant, Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

E. Policies for First Read/Removal

1. Policy 3.710 Travel Reimbursement

This policy was entered for first read.

2. Policy 4.200 School Cancellation

This policy was entered for first read.

3. Policy 4.600 Vending Machines (REMOVAL)

This policy was entered for removal.

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4. Policy 5.110 Contracts

This policy was entered for first read.

5. Policy 5.200 Closing Facilities

This policy was entered for first read.

6. Policy 6.130 Sabbaticals (REMOVAL)

This policy was entered for removal.

7. Policy 6.130 Staff Development (NEW)

This policy was entered as a replacement for the previous policy, agenda item 9E-6.

8. Policy 6.140 Resignation

This policy was entered for first read.

F. Surplus Furniture at Marlborough High School

Superintendent Bergeron explained that during the moving experience, many furniture pieces with no more purpose or value have been discovered. He is asking the Committee for the approval to dispose of these items since they could not be sold. The construction budget already paid for new furniture, so this recommendation is just to dispose of furniture that is no longer needed.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to approve the disposition of surplus equipment.

Motion passed 7-0-0. Yes: Vigeant, Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

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Marlborough Public Schools

School Committee
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G. Acceptance of Donations and Gifts

FY20 Mass. Cultural Council- STARS Residencies. This grant, valued at \$2,700, was awarded to Shannon Stemple to secure a school residency for Fourth Grade students at Kane Elementary School on waveforms with PhD scientists.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept this donation.

Motion passed 7-0-0. Yes: Vigeant, Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

FY20 Safer Schools and Communities “Local Equipment and Technology” grant \$50,000. This grant, valued at \$50,000, will help replace fire alarm systems equipment at Jaworek Elementary School, the Early Childhood Center and the Hildreth School.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept this donation.

Motion passed 7-0-0. Yes: Vigeant, Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

FY20 Title III 186 Grant Department of Elementary and Secondary Education \$89,694. This grant, valued at \$89,694, was awarded to the Marlborough Public School District.

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept this donation.

Motion passed 7-0-0. Yes: Vigeant, Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

10. Reports of School Committee Sub-Committees: None.

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Marlborough Public Schools

School Committee
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11. Members' Forum:

Mrs. Matthews has reviewed the warrant and will sign it tomorrow.

The High School Administration was thanked for the signs they placed in graduating students' yards the other day.

Superintendent Bergeron hinted at the surprise for seniors that Principal Riley spoke of by instructing viewers to look at the Walker building tomorrow evening!

12. Adjournment:

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to adjourn at 8:24 p.m. Motion passed 7-0-0. Yes: Vigeant, Bodin-Hettinger, Caruso, Geary, Hennessy, Matthews and Ryan.

Respectfully submitted,

Heidi Matthews
Secretary, Marlborough School Committee

HM/jm

Approved May 26, 2020

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CITY OF MARLBOROUGH
Marlborough, Massachusetts 01752

Fort Meadow Commission

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TOWN OF HUDSON
Hudson, Massachusetts 01749

September 19, 2019
Fort Meadow Commission Meeting Minutes

7:00 PM - Meeting called to order at the Hudson City Hall

In attendance:

- Marlborough Commissioners Thomson and DelGenio, and Agents Gould and Blatchley
- Hudson Commissioner Kaczmarek, and Agent Pelletier
- No Hudson and Marlborough Residents were in attendance

Minutes:

- Minutes from August 15, 2019 meeting were reviewed and approved by Commissioners Thomson Kaczmarek and DelGenio as written
- Recreation Department
 - No discussion
- Incidents
 - No incidents were reported
- Plourde update
 - The boat operating trainer has approved the Plourde's as operators
- Algae and Weeds
 - The contractor has completed a map designating where treatment is need for Phragmites
 - Commissioner Thomson has reviewed the map
 - Letters will be sent to the owners by October 1 2019
 - Commissioner Thomson and the contractor will agree on a date for the treatment
- Drawdown
 - The Marlborough and Hudson Conservation Committees have approved a drawdown date of November 1, 2019
- Marker buoy
 - The committee voted to purchase two 5-inch buoy's to replace two of the damaged buoys
- Fisherman Registration
 - Paperwork and keys were exchanged
- Meeting Minutes
 - Commissioner DelGenio is taking a leave of absence from the committee
 - Agent Blatchley will serve as secretary for future meetings, thanks was expressed for Commissioner DelGenio previous work in this area

7:27 PM - Meeting adjourned

2019 Remaining Meeting Schedule – this was the last meeting of the 2019 season.

Marlborough Historical Commission Meeting Minutes

April 30, 2020

Location: Virtual meeting via Microsoft Teams due to COVID-19 emergency orders

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2020 MAY 26 A 7:51

Board Attendees: Robert Fagone, Brendan Downey, Cpt. Nicholas Evans, Andrea Bell Bergeron, Pamela Wilderman (disconnected due to technical issues at 7:50 PM).

Absent: Melanie Whapham, Alan Slattery

Additional Attendees (All remote): Steven Kerrigan, Mark Gibbs (IT support), Wilson Chu, Scott Parmenter (IT support).

Meeting called to order 7:10 PM

1. The following board members are participating remotely: Robert Fagone, Brendan Downey, Cpt. Nicholas Evans, Andrea Bell Bergeron, Pamela Wilderman.
2. Motion to approve February minutes:

Bell Bergeron AYE

Downey AYE

Evans AYE

Fagone AYE

Wilderman AYE

The motion passed.

3. Correspondence & Communications.
 - a. The MHC chair spoke to the mayor Re: New project to produce a souvenir book covering the cemeteries of Marlborough. The project would require the combined efforts of the Marlborough Historical Society and the staff of the Marlborough Public Library. Could we work with the MPL to for cemeteries? Future project? The Community Deployment Committee may have already produced some research materials work.
 - i. Scope, should we include all cemetery in Marlborough or just city owned properties?
 - ii. Project timeline. Based on current initiatives and global challenges it would likely be Q4/Q1 2021 before works would begin.
 - b. 269 Mechanic St. Additional project materials have been produced and the MHC chair will distribute to the committee for review and comment.
 - c. 265 Lincoln St (The Armory). Additional project materials have been produced and the MHC chair will distribute to the committee for review and comment.
 - d. Once we are able to resume physical meetings the MHC will meet in the Mayor's Conference Room, 4th floor of city hall.
4. Preservation by Education.
 - a. Historic preservation review period.
 - i. No new work done on designating properties of interest. Brendan Downey will work with the city GIS coordinator to produce a list for members of the MHC board to use for exterior "drive-by" inspections of historical properties on the MACRIS list.
 - b. Historic house marker signs.

- i. The "Carpenter Paintings" located in the basement of the MPL represent the best option for the first batch of signs. The chair will locate and distribute a list of houses represented for review by the Commission.
 5. Pamela Wilderman disconnected due to technical issues at 7:50 PM.
 6. Motion to adjourn meeting at 8:06 PM:
 - Bell Bergeron AYE
 - Downey AYE
 - Evans AYE
 - Fagone AY
- The motion passed.

Respectfully submitted,
Brendan Downey

MINUTES
 MARLBOROUGH PLANNING BOARD
 MARLBOROUGH, MA 01752

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1A

April 27, 2020

2020 MAY 21 P 1:04

Call to Order

The Remote Meeting of the Marlborough Planning Board was called to order at 7:00 pm. Members present- Barbara Fenby, Sean Fay, Phil Hodge, George LaVenture, Chris Russ and Matthew Elder. City Engineer, Thomas DiPersio, and Planning Board Administrator, Krista Holmi, also participated in the remote meeting.

1. Meeting Minutes

A. April 6, 2020

On a motion by Mr. Elder, seconded by Mr. Russ, the Board voted to accept and file the minutes of April 06, 2020. Yea: 6 – Nay: 0; Yea: Elder, Fay, Hodge, LaVenture, Russ and Fenby. Carried 6-0.

2. Chair's Business

A. May Meetings. Chair Fenby informed the Board that the next scheduled meeting of the Planning Board is just a week away. She polled the Board on their thoughts of skipping the May 4 meeting if no pressing matters are added to the agenda by Thursday, April 30, the posting deadline. As there were no objections, the Board will plan to meet again on May 18 (pending confirmation that no pressing matters are added to the agenda.)

3. Approval Not Required

A. 19 Ash Street – Applicant: David Skarin, 36 Wethersford Rd. Bellingham, MA 02019; Surveyor: Jarvis Land Survey, 29 Grafton Circle, Shrewsbury, MA 01545; Description of Property: Middlesex South Registry of Deeds Book 29963 Page 483; Assessor's Map 43 Parcel 29. Plan representative: David Skarin, Applicant/Owner.

Mr. Skarin was not online when item 3A was announced. On a motion by Mr. Elder, seconded by Mr. LaVenture, the Board voted to move on to item 3B. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. 6-0 Carried.

B. 53 Second Rd. – Applicant: Reginald Ashford, 61 Second Road Marlborough, MA 01752; Surveyor: Hancock Associates, 315 Elm St. Marlborough, MA 01752; Description of Property: Middlesex South Registry of Deeds Book 26162 Page 256, Assessor's Map 6 Parcel 30. Plan representative: J. Dan Bremser, Hancock Assoc.

After a brief delay, Mr. Bremser of Hancock Associates joined the meeting. Mr. Bremser indicates that the purpose of the plan is to subdivide the existing lot (shown as Lot 2 on the plan) at 53 Second Road and creates a separate parcel, "Parcel A", with 25 feet of frontage on Second Road. This parcel has been accurately identified on the plan as "not a separate buildable lot" and is to be used exclusively with the adjacent property at 61 Second Road. Lot 2 at 53 Second Road maintains the applicable setback requirements for a lot in the A3 zone.

i) Engineering Review Letter

Mr. LaVenture read the April 27th review letter from Assistant City Engineer Collins into the record. The letter reviews the intent of the plan and indicates that Lot 2, which contains an existing single family home, has the required area and the required frontage for property in a Residence A-3 zone, has "present adequate access" on Second Road and also meets the "lot shape requirement". The letter further indicates that "Parcel A" does not meet the requirements for area, frontage or lot shape and is properly designated as "not a separate buildable lot". Parcel A will be used with the adjacent property (61 Second Road), owned by the applicant. On a motion by Mr. LaVenture, seconded by Mr. Elder, the Board voted to accept, file and endorse the referenced plan at 53 Second Road as Approval Not Required under the subdivision control law. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby; Nay: 0. Motion carried 6-0.

As Mr. Skarin was not yet available to present item 3A, the Board moved on to the next agenda item, 4A.

4. Public Hearings

A. Continued: Commonwealth Heights Definitive Subdivision – Revised plan

Applicant - The Gutierrez Company; Project Engineer - Connorstone Engineering, Inc.

Location – 10.55 Acres located on the corner of Forest Street and Ames Street. Middlesex Registry of Deeds Book 31932, page 445 (Lot 14).

Chair Fenby reopened the public hearing. Mr. LaVenture read the public hearing notice into the record. As the state of emergency due to COVID-19 remains in effect, with no objections expressed, Chair Fenby continued the public hearing until May 18, 2020 at 7:00 pm. No public testimony was heard.

Applicant Skarin joined the meeting, and the Board returned to item 3A.

3. Approval Not Required

A. 19 Ash Street – Applicant: David Skarin, 36 Wethersford Rd. Bellingham, MA 02019; Surveyor: Jarvis Land Survey, 29 Grafton Circle, Shrewsbury, MA 01545; Description of Property: Middlesex South Registry of Deeds Book 29963 Page 483; Assessor’s Map 43 Parcel 29. Plan representative: David Skarin, Applicant/Owner.

Mr. Skarin addressed the plan. He indicated that the purpose of the plan is to subdivide the existing (1.94 acre) property into two lots. Lot 1 will be developed as an 11-unit residential townhouse project and on Lot 2, the existing single-family house will be converted to a two-family house. The new plan identifies that Lot 2 no longer contains encroachments and meets setback requirements. A barn on the property was torn down, and a pool was removed. Mr. Russ asked if the plan was a representation of existing conditions. Mr. Skarin indicated yes. He explained that the structure represented on Lot 1 as “BUILDING” will be razed.

Mr. LaVenture read the April 27, 2020 letter from Assistant City Engineer Collins into the record. Mr. Collins indicates that the purpose of the plan is to subdivide the existing 1.94 acres property into two lots: Lot 1 contains 1.55 acres with a total of 192.61 feet of frontage on Ash St. Lot two contains .39 acres with a total of 117.99 feet of frontage on Ash St. In his review, Mr. Collins indicates both lots 1 and 2 have the required area and the required frontage for property in a Residence A-3 zone, meet the required front, rear and side yard setbacks and have present adequate access on Ash Street and meet the lot shape requirement.

On a motion by Mr. LaVenture, seconded by Mr. Elder, the Board voted to accept, file and endorse the plan of land as Approval Not Required under the subdivision control law. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. 6-0 Carried.

4. Public Hearings

B. Council Order 20-1007947 – Proposed Zoning Amendment to Chapter 650, §5, §17, & §18 – Contractor Storage Yards and the Proposed Rezoning of land located on Farm Road, identified as Map 85 Parcel 12. Chair Fenby opened the public hearing. Mr. LaVenture read the public hearing notice into the record.

As the state of emergency due to COVID-19 remains in effect, with no objections expressed, Chair Fenby continued the public hearing until May 18, 2020 at 7:00 pm. No public testimony was heard.

C. Continued: CO 20-1007915 - Proposed Zoning Amendment to Section 650 §17 & §18 – Livestock Farms.

Chair Fenby reopened the public hearing and asked for member comment. Mr. Russ expressed that as written, he was not in favor of the amendment. He would like additional information from the Board of Health (BoH). He feels that there is not enough information on what is allowed, and what is not allowed and further detailed additional recommendations. Mr. Fay expressed similar reservations and feels that passing the zoning ordinance before updated BoH regulations are in place is premature. (Specific comments are detailed in the motion below). Chair Fenby thanked Mr. Russ and Mr. Fay for their thoughtful consideration of the proposed amendment, closed the hearing and asked for a motion.

On a motion by Mr. Fay, seconded by Mr. Russ, the Board voted to provide a negative recommendation on the proposed amendment pending updated Board of Health regulations on the keeping of livestock animals. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0 Carried 6-0.

In its decision, the Board expressed the following concerns:

The current Board of Health (BoH) regulations written in 2005 do not adequately address the potential public health risks associated with keeping chickens in residential settings (including risks of salmonella, campylobacter, etc.) Additionally, BoH regulations do not provide for inspections and do not adequately address the disposal of manure and storage of feed.

Other concerns expressed by the Board include the risk of increased predator prevalence with an increased food source, the lack of specific regulations concerning the location of structures that would house chickens and the potential impact to residents should multiple abutters choose to keep chickens.

The Planning Board recommends that the City Council delay further action on the proposed amendment until the Board of Health, Conservation Commissioner and Animal Control have an opportunity to work collaboratively to establish appropriate and thorough regulations. The Board concurs with the expressed statements of the Building Commissioner. It is preferred that zoning deal with the authority of allowing the uses, and the BoH will deal with how to keep and raise livestock. In short, the Board believes that enacting the current zoning amendment without first having comprehensive Board of Health regulations in place would be putting the cart before the horse and may ultimately put public health at risk.

The Planning Board makes the following recommendations on the proposed amendment:

1. That no keeping of chickens be permitted in RB or RC zones;
2. That the number of chickens allowed in A3 Zones be limited to 6;
3. That the minimum lot size for the keeping of chickens be 8,000 square feet;
4. That the Board of Health be the permitting authority;
5. That the sale of eggs be prohibited;
6. That the regulations for chicken coops fall under the accessory structures rules and be prohibited within 25 feet of a dwelling;
7. That no chickens be kept in the front yard of a property; and,
8. That the keeping of chickens be allowed only for single-family, owner-occupied properties.

5. Subdivision Progress Reports (None)

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

7. Definitive Subdivision Submissions (None)

8. Signs (None)

9. Correspondence

A. Zoning Board of Appeals -Request for comment- Floodplain and Wetland Protection District Special Permit Application, Property located at 339 Boston Post Rd. East, Map 72-35, 73-28, 24,26.

City Engineer DiPersio explained that the Board is being asked to comment on a special permit application for a proposed development within the floodplain overlay district. A graphic from the site plan was displayed. Mr. DiPersio explained that the boundaries of the 100-year floodplain limits were shown in blue, and the areas in pink represented proposed areas of fill. The applicant must meet the minimum performance standard of providing an equivalent compensatory storage area in the vicinity of the fill area. While the threshold has been met, additional review by Engineering and Conservation is ongoing. The site's drainage is complex and contains three culverts and surrounding areas are prone to flooding. Mr. DiPersio anticipates providing comment at the next Conservation Commission meeting. Mr. Russ said that it was important to be sensitive to any downstream impacts for surrounding neighborhoods such as Helen Drive, where properties are already susceptible to wet basements. Mr. Russ questioned whether another proposed project across from the former airport property would have any additional impact. Mr. DiPersio indicated that there was a potential project on the other side of the wetland, and there should be no impact.

On a motion by Mr. Russ, seconded by Mr. Elder, the Board voted to accept and file the correspondence and reserve comment until Engineering completes the stormwater calculations and provides its review to the Board. Yea: Elder, Fay, Hodge, LaVenture, Russ, Fenby. Nay: 0. Motion carried. 6-0.

10. Unfinished Business

A. Draft Policy Discussion – Zoning and Variance Requests

Mr. Fay summarized the thought behind the draft policy. There are two aspects of the proposed policy. The first relates to sign variance requests. The second involves when the Board is providing a recommendation to the City Council regarding a zoning change. The policy is directed at properties that willfully violate the City's Sign Ordinance or other applicable regulations related to use and zoning. Mr. Fay cited examples of properties that display A-frame signs, balloons, banners, signs on fences, signs on trees, telephone poles, etc. Mr. Fay also mentioned properties with uses that are not in keeping of the zoning restrictions for applicable zone. The Board has a tradition of not acting on sign variance requests and other matters if the property is out of compliance with the Sign Ordinance or other applicable regulations. Mr. Fay stated that it sets a bad precedent to afford a property owner with relief who willfully violates City ordinances. The policy puts applicants on notice that they can expect a negative recommendation related to a zoning change, or the Board will not act on a sign variance request unless the property is otherwise compliant with City code. The question was raised as to how the Board will make these determinations. Mr. Fay stated the Board members must view the subject properties and could request a letter from Code Enforcement to see if there are current violations or any ongoing enforcement issues. Ms. Fenby requested member feedback. Mr. Hodge thought the policy of putting applicants on notice was reasonable. Mr. Elder expressed some concern that some properties have been out of compliance for years. You may have some applicants who temporarily clean their properties and then go back to their old ways after. Mr. Fay responded that any resulting violations could always be reported to Code Enforcement for follow-up. Mr. LaVenture thanked Mr. Fay for his thoughts and work developing the policy. Mr. LaVenture wondered whether a variance could possibly expire should properties fall out of compliance. The question was asked how the Board would implement the policy. Ms. Fenby suggested the policy could be put on the website like the guide to abutters. Mr. Fay acknowledged a previous suggestion that the compliance verification be part of the application process. Chair Fenby asked what they wanted for the next step? Mr. Elder agreed with a suggestion that the policy be reviewed by Legal. On a motion by Mr. Elder, seconded by Mr. LaVenture, the Board voted to refer the policy to the Legal Department for their input. Mr. Elder was called but did not respond. Yea: Fay, Hodge, LaVenture, Russ, Fenby. Nay:0. Motion carried 5-0.

11. Calendar Updates

- A. Continued: Commonwealth Heights Definitive Revised Sub. Plan- Continued without testimony until 5-18-20 at 7:00 pm
- B. Public Hearing- Council Order 20-1007947 – Proposed Zoning Amendment to Chapter 650, §5, §17, & §18 – Contractor Storage Yards and the Proposed Rezoning of land located on Farm Road, identified as Map 85 Parcel 12. – Continued without testimony to May 18, 2020 at 7:00 pm.

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. Yea: 6 – Nay: 0; Yea: Fenby, Fay, Hodge, LaVenture, Russ and Elder.

Respectfully submitted,



George LaVenture/Clerk

/kih

**Minutes
Retirement Board Meeting of
April 28, 2020**

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2020 MAY 26 P 1:56

The monthly meeting of the Marlborough Retirement Board was held on April 28, 2020. The meeting was held remotely due to the Corvid-19 crisis. Gregory Brewster, William Taylor, Daniel Stanhope, David Keene, Diane Smith, Margaret Shea, and Nathaniel Chen were participating via conference call. Also present were Steven Kerrigan, Wilson Chu, and Mark Gibbs.

1. The meeting was called to order at 8:15 a.m.
2. The director noted a change in the minutes. The time of adjournment was added in the last item of the minutes. A motion was made and seconded to approve the minutes of the meeting of March 31, 2020.
Diane Smith – Yes
Daniel Stanhope – Yes
David Keene – Yes
William Taylor – Yes
Gregory Brewster – Yes
Motion carried.
3. A motion was made and seconded to accept the draft 2019 financial statement as submitted. Vote unanimous.
Gregory Brewster – Yes
William Taylor – Yes
David Keene – Yes
Daniel Stanhope – Yes
Diane Smith – Yes
Motion carried.
4. The Norfolk County Retirement System requested a transfer of D. Rike Sterrett's annuity savings account. The Marblehead Retirement System had requested a transfer of Lauren Hext's annuity savings account. This month's transfer was for deductions taken after the original transfer. A motion was made and seconded to approve.
Daniel Stanhope – Yes
David Keene – Yes
William Taylor – Yes
Diane Smith – Yes
Gregory Brewster – Yes
Motion carried.
5. Requests for creditable service was the next item on the agenda. The director had requested that this item be tabled to next month's meeting. A motion was made and seconded to table this item to the May meeting.
Diane Smith – Yes
Daniel Stanhope – Yes

David Keene -- Yes
 Gregory Brewster -- Yes
 William Taylor -- Yes
 Motion carried.

6. The next item for discussion was the FY21 COLA vote. The director told the members that it was scheduled for the May 26th meeting. The Board reviewed a memo from the director regarding the COLA, PERAC's annual COLA memo, and a letter to the City Council regarding the COLA vote. A motion was made and seconded to accept and place on file.
 Daniel Stanhope -- Yes
 William Taylor -- Yes
 David Keene -- Yes
 Diane Smith -- Yes
 Gregory Brewster -- Yes
 Motion carried.

7. The Board reviewed Michael Sacco's submission to PERAC in the matter of Marlborough Retirement Board v. PERAC. A motion was made and seconded to accept and place on file.
 Gregory Brewster -- Yes
 William Taylor -- Yes
 Diane Smith -- Yes
 Daniel Stanhope -- Yes
 David Keene -- Yes
 Motion carried.

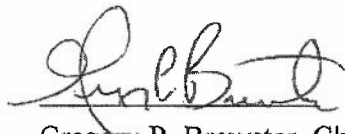
8. The Board reviewed a cash flow analysis and operating budget as of April 30, 2020. The Board also reviewed the preliminary cashbooks, journals, and trial balance for March 2020. The March check reconciliation would not be available until May. A motion was made and seconded to accept and place on file.
 Diane Smith -- Yes
 William Taylor -- Yes
 Gregory Brewster -- Yes
 Daniel Stanhope -- Yes
 David Keene -- Yes
 Motion carried.

- 9.. New Business / Old Business was the next item on the agenda. The Board discussed PERAC's plan for remote medical panel examinations and reviewed Mr. Sacco's memorandum. A motion was made and accepted to place on file.
 Gregory Brewster -- Yes
 Diane Smith -- Yes
 William Taylor -- Yes
 Daniel Stanhope -- Yes
 David Keene -- Yes
 Motion carried.

10. The Board reviewed the following miscellaneous correspondence. A motion was made and seconded to accept and place on file.
PERAC Memo #21 – Post-Retirement Restrictions During State of Emergency
PERAC Memo #20 - Coronavirus Update
PERAC Memo #18 – Mandatory Retirement Board Training
Daniel Stanhope – Yes
David Keene – Yes
Diane Smith – Yes
Gregory Brewster – Yes
William Taylor – Yes
Motion carried.

11. The Board reviewed the April retiree payroll warrant. A motion was made and seconded to approve the April payroll warrant.
Diane Smith – Yes
Gregory Brewster – Yes
Daniel Stanhope – Yes
William Taylor – Yes
David Keene – Yes
Motion carried.

12. A motion was made and seconded to adjourn the meeting at 8:34 a.m.
Diane Smith – Yes
William Taylor – Yes
David Keene – Yes
Daniel Stanhope – Yes
Gregory Brewster – Yes
Motion carried.



Gregory P. Brewster, Chairman



IN CITY COUNCIL

Marlborough, Mass., MAY 18, 2020

ORDERED:

That the Application for Renewal of Junk Dealer/Secondhand Dealer License, Best Buy Stores LP #820, d/b/a Best Buy, 769 Donald J. Lynch Boulevard, be and is herewith **POSTPONED TO THE JUNE 8, 2020 CITY COUNCIL MEETING.**

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ADOPTED

ORDER NO. 20-1008011

From: David Giorgi
To: City Council
Subject: Best Buy Junk Dealer application
Date: Tuesday, May 19, 2020 10:29:19 AM

Good Morning Karen,

This morning I received the an email containing the CORI report for Kelly Costello of the Best Buy stores and I have no objection to the approval of Best Buy's application for a Junk Dealer/Second Hand Store license renewal.

Any questions or concerns, please let me know.

Thank you,
D. Giorgi

Chief David A. Giorgi
Marlborough Police Department
355 Bolton Street
Marlborough, MA 01752
Office: (508)485-1212
Fax: (508)624-6938
FBI NA #234