

REGULAR MEETING
MAY 10, 2021
TIME: 8:00 PM

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2021 MAY -6 P 2:05

This meeting of the City Council will be held virtually on Monday, May 10, 2021 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, April 26, 2021.
2. PUBLIC HEARING on the Petition from Massachusetts Electric, to install a new Pole 45-2 within the public right of way approximately 103' west of Pole 25-1 on Forest Street, Order No. 21-1008276.

**** TO PARTICIPATE IN THIS PUBLIC HEARING PLEASE CALL 1-617-433-9462 AND ENTER THE CONFERENCE ID 488 543 23 #. ****

3. Communication from the Mayor, re: Grant Acceptance in the amount of \$5,000.00 from the Office of the Attorney General Natural Gas Fuel Assistance Program awarded to the city to be administered through the Human Services Office to help residents who struggle with gas utility bills.
4. Communication from the Mayor, re: Grant Acceptance in the amount of \$44,500.00 from the Metropolitan Area Planning Council (MAPC) awarded to the DPW to be used to plant 93 shade trees on Elm and Pleasant Streets and other locations to help reduce carbon dioxide and beautify areas.
5. Communication from the Mayor, re: Gift Acceptance in the amount of \$100.00 from the Justice Resource Institute awarded to the Police Department to benefit the Youth Police Academy and R.A.D Defense Training.
6. Communication from the Mayor, re: Transfer Request in the amount of \$18,438.70 which moves funds from Reserved TNC Surcharge to Capital Outlay Police for the purchase of additional traffic enforcement equipment.
7. Communication from the Mayor, re: Proposed Order supporting the location at Elm and Bigelow Streets as the location for a new West side Fire Station.
8. Communication from the Mayor, re: FY 2022 Budget Recommendation in the amount of \$173,983,364.00 which represents a level funded budget compared to the FY 2021 appropriation. (The Proposed FY 2022 Budget is available for viewing in the City Clerk's Office and on the city website).
9. Communication from City Solicitor Jason Grossfield, re: Proposed Tax Increment Financing (TIF) Agreement with BJ's Wholesale Club, Inc. and BH GRP TCAM Owner LLC, in proper legal form, Order No. 21-1008273.
10. Communication from the Planning Board, re: Favorable Recommendation with Conditions on the Proposed Zoning Ordinance Amendment, Chapter 650, §33 relative to the Results Way Mixed Use Overlay District (RWMUOD), Order No. 21-1008216A.

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

11. Petition from Massachusetts Electric, to install 280' of 4-5" conduit from manhole #10 to pole #93 on Donald Lynch Boulevard near Bigelow Street.
12. Communication from Attorney Robert Buckley on behalf of Marlborough/Northborough Land Realty Trust re: Proposed Amendment to Zoning Code, Chapter 650 by adding a new section to create the "Commercial Village Overlay District" (X 18-1007134B).
13. Petition of Verizon Wireless for the installation of a small cell wireless facility to be located on Pole #19 within the layout of Boston Post Road West (Route 20).
14. Application for Renewal of Junk Dealer/Secondhand Dealer License, Best Buy Stores LP #820, 769 Donald J. Lynch Boulevard.
15. Application for Renewal of Junk Dealer/Secondhand Dealer License, ecoATM, LLC, 601 Donald J. Lynch Boulevard (kiosk in Solomon Pond Mall).
16. Communication from Attorney Brian Falk on behalf of WP Marlborough MA Owner, LLC (Waypoint Residential), re: Request to Extend Time Limitations to August 24, 2021 at 10:00 PM, on the Application for Special Permit to build a multifamily residential project in the Business District to be known as Walcott Heritage Farms, 339 Boston Post Road East (McGee Farm), Order No. 20-1007995K.
17. Communication from Attorney Brian Falk on behalf of Global Montello Group Corp., , re: Request to Extend Time Limitations to August 24, 2021 at 10:00 PM, on the Application for Special Permit, to construct and operate a drive-thru facility to serve the current Alltown Convenience Store on the site, 656 Boston Post Road East, Order No. 21-1008215A.
18. Minutes of Boards, Commissions and Committees:
 - a) Board of Assessors, April 2, 2021.
 - b) Conservation Commission, April 1, 2021, April 13, 2021 & April 28, 2021.
19. CLAIMS:
 - a) Kathy Klotz, 38 Avon Drive, Hudson, pothole or other road defect.
 - b) Brian Theis, 26 Walnut Street, other property damage and/or personal injury.

REPORTS OF COMMITTEES:

20. ORDERED: That the inaugural meeting of the Marlborough City Council Climate Resiliency Committee will include the discussion of current and future city projects that address climate change and improve the climate resiliency of the city and identify and discuss how state and federal programs and policies impact our community in reducing local emissions.Submitted by Councilor Doucette.

UNFINISHED BUSINESS:

From Human Services Committee

21. **Order No. 21-1008262: Ordered: That the Human Services Committee hold a public meeting to allow the Mass General Brigham leadership to present additional details regarding the Mass General Brigham proposed expansion (submitted by Councilor Wagner).**

Recommendation of the Human Services Committee is to accept and place on file. Motion by Councilor Irish, seconded by Chair, to accept and file. Motion carried 3-0.

Councilors-at-Large

Mark A. Oram
Michael H. Ossing
Samantha Perlman
Kathleen D. Robey



Ward Councilors

Ward 1 – Laura J. Wagner
Ward 2 – David Doucette
Ward 3 – J. Christian Dumais
Ward 4 – Robert J. Tunnera
Ward 5 – John J. Irish
Ward 6 – Sean A. Navin
Ward 7 – Donald R. Landers, Sr.

Council President

Michael H. Ossing

Council Vice-President

Kathleen D. Robey

**CITY OF MARLBOROUGH
CITY COUNCIL
MEETING MINUTES
MONDAY, APRIL 26, 2021**

The regular meeting of the City Council was held on Monday, April 26, 2021 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Ossing, Wagner, Doucette, Dumais, Tunnera, Irish, Navin & Landers. Councilors Participating Remotely: Oram, Perlman & Robey. Meeting adjourned at 9:36 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.

Yea: 11 – Nay: 0

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

Motion by Councilor Tunnera, seconded by the Chair to adopt the following:

ORDERED: That the Minutes of the City Council meeting, April 5, 2021, **FILE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Tunnera, seconded by the Chair to adopt the following:

Suspension of the Rules requested to allow the Mayor to speak – granted.

Yea: 11 – Nay: 0

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

Mayor Vigeant provided the City Council with an update on the vaccine rollout and the city’s efforts regarding COVID-19.

ORDERED: That the PUBLIC HEARING on the Petition from Massachusetts Electric and Verizon New England, to install a new pole #5 and anchor which will allow for the removal of the pole and tree guy wire at 43 Berlin Road, Order No. 21-1008258, all were heard who wish to be heard, hearing closed at 8:19 PM, adopted.

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

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That the Proposed Rezoning of land at 290 Hudson Street, identified as Map 43, Parcel 38 from Limited Industrial to Residence A-3, referred to **URBAN AFFAIRS COMMITTEE, PLANNING BOARD, AND ADVERTISE A PUBLIC HEARING FOR MONDAY, MAY 24, 2021**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$178,700.44 from the Massachusetts Department of Transportation (MassDOT) awarded to the DPW for a bike lane extension from the Assabet Valley Rail Trail to Main Street; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$20,000.00 from the Executive Office of Public Safety & Security awarded to the Fire Department for the purchase of individual portable radios, mobile radios, and repeaters for the department's vehicles; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED: That the Appointment of Tin Htway as Building Commissioner for a 3-year term from date of Council confirmation, referred to the **PERONNEL COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED: That the Appointment of MaryJo Nawrocki to the License Board for a 6-year term from date of Council confirmation, referred to the **PERONNEL COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED: That the Reappointments of Gregory Mitrakas and David Bouvier to the License Board for 6-year terms respectively from date of Council confirmation and designation of Gregory Mitrakas as Chair, referred to the **PERONNEL COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED: That the Reappointments to the Conservation Commission of Edward Clancy for a 3-year term to expire on April 26, 2024 in addition to Dennis Demers and David Williams for 2-year terms respectively to expire on April 23, 2023, referred to the **PERONNEL COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: That the Proposed Tax Increment Financing (TIF) Agreement with BJ's Wholesale Club, Inc. (attached) who will be leasing two buildings, comprising of 168,581 square feet located at 350 Campus Drive and 19,244 square feet located at 100 Campus Drive, Map 111, Parcel 1, referred to the **FINANCE COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Landers, seconded by the Chair to adopt the following:

Suspension of the Rules requested to allow the Mayor to speak – granted.

Yea: 11 – Nay: 0

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

Motion by Councilor Oram, seconded by the Chair to adopt the following:

Suspension of the Rules requested to allow the Solicitor to speak – granted.

Yea: 11 – Nay: 0

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

Motion by Councilor Robey, seconded by the Councilor Dumais to adopt the following:

ORDERED: That the Proposed Zoning Amendment to Chapter 650 to add a new Section 61 Temporary Moratorium for Multi-Family Housing Projects, referred to **URBAN AFFAIRS COMMITTEE**; adopted.

Yea: 1 – Nay: 10

Yea: Robey.

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

Motion by Councilor Doucette, seconded by the Chair to adopt the following:

ORDERED: That the Proposed Zoning Amendment to Chapter 650 to add a new Section 61 Temporary Moratorium for Multi-Family Housing Projects, referred to **URBAN AFFAIRS COMMITTEE, PLANNING BOARD, AND ADVERTISE A PUBLIC HEARING FOR MONDAY, MAY 24, 2021**; adopted.

Yea: 10 – Nay: 1

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

Nay: Robey.

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That the Request for Approval of a Free-Standing Sign, Mobil, 656 Boston Post Road East, within the Wayside District, referred to the **URBAN AFFAIRS COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Landers, seconded by the Chair to adopt the following:

ORDERED: That there being no objection thereto set **MONDAY MAY 10, 2021** as the **DATE FOR PUBLIC HEARING**, on the Petition from Massachusetts Electric, to install a new pole #45/2 within the public right of way approximately 103' west of Pole 25-1 on Forest Street, referred to the **PUBLIC SERVICES COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That there being no objection thereto set **MONDAY, MAY 24, 2021** as **DATE FOR PUBLIC HEARING**, on the Application for Modification of Special Permit from Mina Property Group, LLC, to condition #20 (Signage) to allow for increased signage at 408 Maple Street, referred to **URBAN AFFAIRS COMMITTEE & ADVERTISE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Robey, seconded by the Chair to adopt the following:

ORDERED: That the Application for Site Plan Review from Attorney Brian Falk, on behalf of WoHo, to construct a mixed-use project within the Marlborough Village District, 28 South Bolton Street, referred to **URBAN AFFAIRS COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Landers, seconded by the Chair to adopt the following:

ORDERED: That the Application for Renewal of Junk Dealer/Secondhand Dealer License, TVI, Inc., d/b/a Savers, 222A East Main Street, referred to the **PUBLIC SERVICES COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Landers, seconded by the Chair to adopt the following:

ORDERED: That the Application for Renewal of Junk Dealer/Secondhand Dealer License, Gerald Dumais, d/b/a Dumais & Sons Secondhand Store, 65 Mechanic Street, referred to the **PUBLIC SERVICES COMMITTEE**; adopted.

Councilor Dumais recused.

Yea: 10 – Nay: 0 – Abstain: 1

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

Abstain: Dumais.

Motion by Councilor Landers, seconded by the Chair to adopt the following:

ORDERED: That the Application for Renewal of Junk Dealer/Secondhand Dealer License, Roman Kimyagarov, d/b/a Arthur & Sons Shoe Repair, 107 Main Street, referred to the **PUBLIC SERVICES COMMITTEE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Doucette, seconded by the Chair to adopt the following:

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

- a) School Committee, March 23, 2021.
- b) Board of Assessors, March 25, 2021.
- c) Conservation Commission, March 18, 2021.
- d) Historical Commission, March 18, 2021.
- e) Municipal Aggregation Committee, March 30, 2021.

Yea: 11 – Nay: 0

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

Motion by Councilor Doucette, seconded by the Chair to adopt the following:

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

- a) Grayce DiCenzo, 5 Richardson Road, Hudson, pothole or other road defect.
- b) Downtown Marlborough LLC, 11 Court Street, other property damage and/or personal injury.
- c) Loreen Jaundoo, 218 Hemenway Street, residential mailbox claim (2a).
- d) Daniel McCarthy, 320 Cook Lane, other property damage and/or personal injury.

Yea: 11 – Nay: 0

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

Reports of Committees:

Councilor Wagner reported the following out of the Human Services Committee:

**City Council Human Services Committee
April 12, 2021
Minutes and Report**

The meeting convened at 7:00 PM

All members of the Human Services Committee were present in the Chamber:
Chair Wagner, Councilors Dumais and Irish

Also Present in Chamber: Councilors Ossing, Doucette, Landers and Navin, Councilors Perlman and Oram participating remotely.

Others Present: Mass General Brigham representatives Christopher Philbin and John Fernandez participating remotely.

Order No. 21-1008262: Ordered: That the Human Services Committee hold a public meeting to allow the Mass General Brigham leadership to present additional details regarding the Mass General Brigham proposed expansion...submitted by Councilor Wagner

A PowerPoint presentation dated April 2021 was submitted by hospital officials detailing the proposed MGB (formerly ‘Partners’) Integrated Care initiative to deliver care closer to home. The plan will develop multispecialty sites to offer primary care, behavioral health, specialty care, imaging, and ambulatory surgery all in one location, including in-person and digital care services. The presentation specifically addressed the Westborough project and its benefits to the Metro West area.

Councilors asked questions about the expansion, specific details included in the PPT, and other matters regarding the MGB proposal.

Chair Wagner expressed concern for the impact of the proposed Mass General Brigham expansion on local healthcare institutions, especially Marlborough Hospital which has a history as a safety net hospital of administering care to the city’s most vulnerable public pay population yet relying on private payers to stabilize costs.

Hearing no further input, Chair Wagner thanked hospital officials for sharing additional details regarding the proposed expansion with the City Council.

Motion by Councilor Dumais, seconded by Chair, to accept and file. Motion carried 3-0

It was moved by Councilor Irish, seconded by Chair to adjourn; Motion carried 3-0

The meeting adjourned at 8:07 PM

Motion by Councilor Dumais, seconded by the Chair to adopt the following:

ORDERED: That the Appointment of Robert Gustafson to the Retirement Board for a 3-year term effective on date of Council confirmation, **APPROVED**; adopted.

Yea: 9 – Nay: 0 – Present: 2

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

Present: Oram & Perlman.

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: That the Transfer Request in the amount of \$158,128.90 for the Department of Public Works as requested by Commissioner Divoll, **APPROVED**; adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS –									
DEPT: Department of Public Works/Public Facilities					FISCAL YEAR: 2021				
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$45,768	\$21,963.00	11990006	57820	Reserve for Salaries	\$34,106.04	60081003	51920	Sick Leave Buy Back	\$0.00
	Reason:	Salary reserve				Superannuation retirement			
\$178,528	\$12,143.04	14001101	50710	Junior Civil Engineer					
	Reason:	Excess due to vacancy							
\$178,528	\$52,022.86	14001101	50710	Junior Civil Engineer	\$20,022.86	60081001	50910	Head Treatment Plant Op	\$21,100.54
	Reason:	Excess due to vacancy				Due to retirement			
					\$25,000.00	14001506	54640	Park Maintenance	\$47,587.00
						Park maintenance projects			
					\$7,000.00	60085003	51310	Overtime	\$154.00
						To cover scheduled weekend maintenance overtime			
\$86,128.90	Total				\$86,128.90	Total			

CITY OF MARLBOROUGH BUDGET TRANSFERS --									
DEPT: Department of Public Works/Public Facilities					FISCAL YEAR: 2021				
FROM ACCOUNT:					TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$178,528	\$36,306.00	14001101	50710	Junior Civil Engineer	\$50,000.00	60080004	53110	Legal Services	\$5,022.00
	Reason:	Excess due to vacancy				Due to upcoming legal expenses			
\$349,200	\$13,694.00	14001303	50740	Equipment Operators					
	Reason:	Excess due to vacancy							
\$36,751	\$22,000.00	60080001	50580	Assistant Chemist	\$22,000.00	60080006	55660	Pumping Station Maint	\$4,691.00
	Reason:	Excess to prior vacancy				For chemicals and maintenance project			
\$72,000.00	Total				\$72,000.00	Total			

Yea: 11 – Nay: 0

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

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING CHAPTER 67, ENTITLED "FINANCE", AS FOLLOWS:

- I. By amending Chapter 67 "Finance", §28 "Principal Assessor; powers and duties," by **amending** §28(E) to read as follows:
 - E. The Principal Assessor shall be qualified in accordance with the regulations of the Massachusetts Department of Revenue. The Principal Assessor shall possess a designation from the Massachusetts Association of Assessing Officers (MAAO) or shall obtain such designation within two years of confirmation. A Principal Assessor possessing a reciprocal designation shall obtain a MAAO designation within two years of confirmation. The Principal Assessor shall be responsible for maintaining any designation.

Suspend First Reading; Adopt Second Reading; APPROVED.

Yea: 11 – Nay: 0

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

Passage to Enroll; APPROVED.

Yea: 11 – Nay: 0

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

Passage to Ordain; APPROVED.

Yea: 11 – Nay: 0

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

No objection to passage in one evening.

Motion by Councilor Irish, seconded by the Chair to adopt the following:

ORDERED: That the Job Description as updated for Principal Assessor position as submitted by the Mayor, **APPROVED**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Wagner, seconded by the Chair to adopt the following:

ORDERED: That the Human Services Committee hold a public meeting to allow the Marlborough Hospital leadership to present additional details regarding the Mass General Brigham proposed expansion, **FILE**; adopted.

Yea: 11 – Nay: 0

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

Motion by Councilor Tunnera, seconded by the Chair to adopt the following:

ORDERED There being no further business, the regular meeting of the City Council is herewith adjourned at 9:36 PM; adopted.

Yea: 11 – Nay: 0

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



IN CITY COUNCIL

Marlborough, Mass., _____ APRIL 26, 2021

ORDERED:

That there being no objection thereto set **MONDAY MAY 10, 2021** as the **DATE FOR PUBLIC HEARING**, on the Petition from Massachusetts Electric, to install a new pole #45/2 within the public right of way approximately 103' west of Pole 25-1 on Forest Street, be and is herewith referred to the **PUBLIC SERVICES COMMITTEE**.

Yea: 11 – Nay: 0

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

ADOPTED

ORDER NO. 21-1008276



City of Marlborough Office of the Mayor

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

Arthur G. Vigeant
MAYOR

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Patrick M. Bernard
EXECUTIVE AIDE

2021 MAY -6 A 11:25

Ryan P. Egan
EXECUTIVE SECRETARY

May 6, 2021

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

Re: Grant Acceptance – Mayor's Office

Honorable President Ossing and Councilors:

Please find the enclosed grant for your acceptance in the amount of \$5,000.00 from the Office of the Attorney General through the Natural Gas Fuel Assistance program.

This award will provide assistance to residents who struggle with gas utility bills during the heating season. I would like to take this opportunity to thank the Attorney General's office for their support.

If you have any questions, please feel free to contact me.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Mayor's Office DATE: 5/6/2021

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Patricia Bernard

NAME OF GRANT: FY21-FY22 Natural Gas Fuel Assistance Program

GRANTOR: Office of the Attorney General

GRANT AMOUNT: \$5,000.00

GRANT PERIOD: FY21 - FY22 heating season

SCOPE OF GRANT/ Natural Gas Fuel Assistance

ITEMS FUNDED Fuel assistance through the Human Services office

IS A POSITION BEING
CREATED: No

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

ARE MATCHING CITY
FUNDS REQUIRED? No

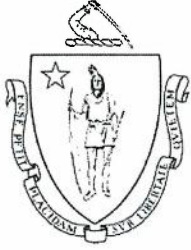
IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

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

ANY OTHER EXPOSURE TO CITY?
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: Before Oct '21

**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
OFFICE OF THE ATTORNEY GENERAL
ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MAURA HEALEY
ATTORNEY GENERAL

(617) 727-2200
(617) 727-4765 TTY
www.mass.gov/ago

November 6, 2020

Mayor Arthur Vigean
City of Marlborough
140 Main St.
Marlborough, MA 01752

RE: FY2021-FY2022 Natural Gas Fuel Assistance Grant

Dear Mayor Vigean,

Congratulations! I am pleased to share the news that the Attorney General's Office is awarding a grant to the City of Marlborough through our FY2021-FY2022 Natural Gas Fuel Assistance Grant in the amount of \$5,000, subject to the terms and conditions of the Scope of Services, which will be forwarded separately.

My office is honored to partner with the City of Marlborough to provide relief to consumers struggling to pay their natural gas heating bills. Given the impacts of the COVID-19 pandemic on our communities, your work is especially important this year.

Our team will be sending you important grant contract documents next week. Please feel free to contact Nathan Gardner by email at Nathan.Gardner@mass.gov or by phone at (617) 963-2150 if you have any questions or concerns in the meantime.

On behalf of my office, I would like to reiterate my appreciation and gratitude for your commitment to providing essential heating assistance. We look forward to working with you on this vital effort.

Very truly yours,

A handwritten signature in blue ink, appearing to read "Maura Healey".

Maura Healey
Massachusetts Attorney General

cc: Patricia Bernard

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.mass.gov/lists/ctr-forms>. Forms are also posted at OSD Forms: <https://www.mass.gov/lists/osd-forms>.



CONTRACTOR LEGAL NAME: City of Marlborough (and d/b/a):		COMMONWEALTH DEPARTMENT NAME: OFFICE OF THE ATTORNEY GENERAL MMARS Department Code: AGO	
Legal Address: (W-9, W-4): 140 MAIN ST. MARLBOROUGH, MA 01752		Business Mailing Address: ONE ASHBURTON PLACE, BOSTON, MA 02108	
Contract Manager: Patricia Bernard	Phone: 508-460-3770	Billing Address (if different):	
E-Mail: pbernard@marlborough-ma.gov	Fax: 508-460-3698	Contract Manager: Nathan Gardner	Phone: (617) 963-2150
Contractor Vendor Code: VC		E-Mail: Nathan.Gardner@mass.gov	Fax: (617) 727-5778
Vendor Code Address ID (e.g. "AD001"): AD__ (Note: The Address ID must be set up for EFT payments.)		MMARS Doc ID(s):	
		RFR/Procurement or Other ID Number:	
<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 <u>Prior</u> 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 new total if Contract is being amended). \$ 5,000.			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days __% PPD; Payment issued within 15 days __% PPD; Payment issued within 20 days __% PPD; Payment issued within 30 days __% PPD. If PPD percentages are left blank, identify reason: __ agree to standard 45 day cycle __ statutory/legal or Ready Payments (M.G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The FY2021-FY2022 Natural Gas Fuel Assistance grant program will fund or assist in funding programs designated to aid Massachusetts customers in paying or lowering their natural gas heating bills. The Scope of Services (Attachment A) is incorporated by reference.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input 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 checked="" type="checkbox"/> 3. were incurred as of November 1, 2020, 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 October 31, 2021, 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: 1/26/21 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: Arthur Veasant Print Title: Mayor		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: 1/26/21 (Signature and Date Must Be Handwritten At Time of Signature) Print Name: ALEX FLANNERY Print Title: DEPUTY BUDGET DIRECTOR	

EXHIBIT B - Grantee Scope of Work



MAURA HEALEY
ATTORNEY GENERAL

ATTACHMENT A
SCOPE OF SERVICES
BETWEEN THE MASSACHUSETTS OFFICE OF THE ATTORNEY GENERAL
AND THE CITY OF MARLBOROUGH

1 INTRODUCTION

This Scope of Services (SOS) is between the Massachusetts Office of the Attorney General (AGO) and the City of Marlborough and is in regard to the **Natural Gas Fuel Assistance Grant FY2021-FY2022**.

The entire agreement between the parties (the "Contract") consists of the following documents in the following order of precedence:

1. The Commonwealth Standard Terms and Conditions;
2. The Commonwealth Standard Form Contract;
3. All requirements listed in the **Natural Gas Fuel Assistance Grant FY2021-FY2022 RFP**;
4. All statements of activities to be conducted in the City of Marlborough's response to **Natural Gas Fuel Assistance Grant FY2021-FY2022 RFP**; and
5. This SOS (Attachment A).

2 OVERVIEW, EFFECTIVE DATE, AND TERM

This Contract's term (the "Term") begins on the November 1, 2020 (the "Effective Date") and shall terminate on **October 31, 2021** ("Termination Date").

3 AMOUNT OF AWARD AND CONDITIONS

The amount of this award is **\$5,000.00**. This award is subject to the provisions set forth in this Contract, including but not limited to the following conditions:

- Completion of Grant contract materials by **November 30, 2020**, including original signatures. Scanned copies of contract materials with original signatures may be accepted if original contract materials with wet ink signatures are received by mail within 30 days of signature. Scanned documents shall be sent to Nathan.Gardner@mass.gov.
- Compliance with the AGO Non-Profit Organizations/Public Charities Division's requirements for annual reports, if applicable.
- Submission of two semiannual reports containing financial and programmatic information. The first report is due on May 31, 2021 and the final report is due on October 31, 2021.
- Any funds unexpended by the Contract termination date must be remitted back to the AGO within 30 days.
- Failure to submit timely reports or remit unexpended funds within 30 days of the Contract termination date may affect the AGO's decision to act favorably on future grant applications and may result in a denial of such applications.
- The AGO will monitor the grantee to ensure that the requirements and objectives of the grant are met.

- The AGO reserves the right to revoke grant award if award recipient fails to meet grant objectives and/or requirements.
- Grantee acknowledges that all documentation submitted to the AGO is subject to the Massachusetts Public Records Law, M.G.L. c. 66, § 10, and M.G.L. c. 4, § 7, cl. 26.
- Grantee attributes the AGO as a funding source or partial funding source for any materials funded by the AGO. Suggested wording for print: "Funding provided by a grant received from the Massachusetts Attorney General's Office."

4 BUDGET AND USE OF AWARD

Award Recipient	City of Marlborough
Award Amount	\$5,000.00
Amount of award used for Natural Gas Fuel Assistance	\$5,000.00


- Any proposed changes to program budget or activities must be submitted in writing and approved in advance by the AGO. Proposed changes shall be submitted by email to Nathan.Gardner@mass.gov.
- Whenever possible, the awarded funds should be designated to help consumers who have a household income between 60 and 80 percent of the state's median income level.
- Grantee may not make subawards which exceed \$1,000.00 in aggregate per household during the Contract period. A subaward is any payment made by the grantee towards to a Massachusetts consumer household's natural gas heating bills utilizing grant funds under this Contract.

5 ACCEPTANCE

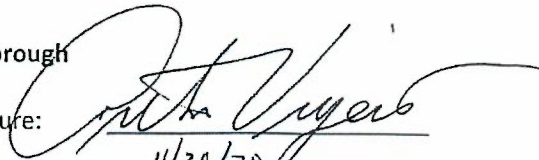
By signing below, the parties agree to this Scope of Services.

The undersigned hereby represent that they are duly authorized to execute this Scope of Services on behalf of their respective organizations.

Massachusetts Office of the Attorney General

Signature: 
 Date: 1/26/21
 Name: _____
 Title: _____

City of Marlborough

Signature: 
 Date: 1/30/20
 Name: Arthur Vigeant
 Title: Mayer



City of Marlborough
Office of the Mayor

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

Arthur G. Vigeant
MAYOR

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Patricia M. Bernard
EXECUTIVE AIDE

2021 MAY -6 A 11:25

Ryan P. Egan
EXECUTIVE SECRETARY

May 6, 2021

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

Re: Grant Acceptance for DPW for Climate Resiliency

Honorable President Ossing and Councilors:

Please find enclosed a grant acceptance in the amount of \$44,500.00 from the Metropolitan Area Planning Council (MAPC).

As noted in City Engineer Thomas DiPersio's correspondence, this award will be used to plant 93 shade trees on Elm and Pleasant Streets and several other locations helping to reduce carbon dioxide and beautifying areas.

I'd like to thank the MAPC along with the Barr Foundation for the opportunity to participate in the Accelerating Climate Resiliency Program.

If you have any questions, please feel free to reach out to me or Tom DiPersio.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough
Department of Public Works

135 NEIL STREET
MARLBOROUGH, MASSACHUSETTS 01752
TEL. 508-624-6910
*TDD 508-460-3610

SEAN M. DIVOLL, P.E.
COMMISSIONER

Date: May 5, 2021

To: Mayor Vigeant

From: Thomas DiPersio, Jr., City Engineer

Copy: Sean Divoll, DPW Commissioner

Re: MAPC Accelerating Climate Resiliency Grant

In March, 2021, the DPW Engineering Division, the Forestry Division, and the Conservation/Sustainability Officer applied for a MAPC Accelerating Climate Resiliency Grant, to fund the planting of shade trees. The grant is meant to help combat heat island affects in the City's more urban areas and Environmental Justice neighborhoods. Specifically, our application request was for 93 trees to be planted at Elm and Pleasant Street near the Boys and Girls Club, the new Bolton Street City Parking Lot, at the Whitcomb School, near the Early Childhood Center, and several other locations.

I am happy to inform you that we were notified that our application was approved, and the City has been awarded \$44,500 in funding for the trees. Attached is the award letter from MAPC. We are currently making plans to purchase plant materials for planting this spring. Please contact me with any questions.

THEODORE L. SCOTT, P.E.
ASST. COMMISSIONER, OPERATIONS

CHRISTOPHER S. LAFRENIERE
ASST. COMMISSIONER, UTILITIES

THOMAS DIPERSIO, JR. P.E., P.L.S.
CITY ENGINEER

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Mayor's Office DATE: 5/6/2021

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Patricia Bernard

NAME OF GRANT: Accelerating Climate Resiliency Program

GRANTOR: Metropolitan Area Planning Council (MAPC)

GRANT AMOUNT: \$44,500.00

GRANT PERIOD: May 21 - May 22

SCOPE OF GRANT/
ITEMS FUNDED Climate Resiliency

Planting of 93 shade trees in various neighborhoods

IS A POSITION BEING
CREATED: No

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

ARE MATCHING CITY
FUNDS REQUIRED? No

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

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

ANY OTHER EXPOSURE TO CITY?
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: As soon as possible for planting season

**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**

GRANT AGREEMENT

BY AND BETWEEN

METROPOLITAN AREA PLANNING COUNCIL

AND

TOWN OF MARLBOROUGH, MA

This AGREEMENT for \$44,500, and dated May 5, Date, 2021, is made and entered into by and between the Metropolitan Area Planning Council ["MAPC"], a public body politic and corporate, established by Chapter 40B, Sections 24 through 29 of the Massachusetts General Laws, with its principal office at 60 Temple Place, Boston, Massachusetts 02111, AND MARLBOROUGH ["GRANTEE"], with its principal office at DPW, 135 Neil Street, Marlborough, MA 01752.

Order of Precedence

In the event of any conflict in language between this Contract and its Exhibits the language of this Contract shall prevail. All interpretation of any of the language or the terms stated herein shall be interpreted solely by the MAPC.

Recitals

WHEREAS, MAPC seeks to accelerate climate resilience in the Metro Boston region by helping municipalities advance strategies that protect people, places, and communities from the impacts of climate change.

WHEREAS, MAPC in conjunction with the Barr Foundation has created a climate resilience mini-grant program.

WHEREAS, MAPC conducted an Invitation for Proposals to MAPC's Accelerating Climate Resiliency Municipal Grant Program

WHEREAS, MAPC issued a detailed Invitation for Proposals to GRANTEE, who provided a response thereto (both documents are attached hereto, and all terms are incorporated herein as Exhibits A and B);

NOWHEREFORE, MAPC wishes to grant GRANTEE funding for the purposes set forth in the Award Letter (attached hereto as Exhibit C), and GRANTEE wishes to perform the grant activities described herein. Therefore, the parties agree as follows:

Article I
Grant Terms and Conditions.

The GRANTEE shall commence work immediately upon execution of this Agreement and shall complete performance no later than April 30, 2022 pursuant to the GRANTEE's Proposal Exhibit B.

Article II
Grant Fee Schedule and Reporting

MAPC will reimburse documented expenses incurred between the project start data and the six-month progress report within 30 days of acceptance of the six-month progress report. The remainder of the grant award will be provided to the GRANTEE within 30-days of MAPC's acceptance of the final report and documentation of incurred expenses.

- a. *Reporting Requirements.* GRANTEE will be required to complete a brief six-month interim progress report, due November 30, 2021, and a final report due on May 6, 2022 at the grant's conclusion.

Article III
Permissible Use of Funds, Repayments, and Refunds

GRANTEE shall use the Grant Funds exclusively for the performance of Grant Activities. MAPC retains the right to receive an immediate refund of all improperly expended or unearned funds, as determined in MAPC's sole reasonable discretion, from GRANTEE upon written demand. If GRANTEE anticipates a change in the scope or direction of Grant Activities, it must procure prior written approval from MAPC before expending Grant Funds for any activity not specifically detailed herein. Furthermore, upon the expiration of the Grant Period or if GRANTEE fails to comply with any term of this Agreement, GRANTEE agrees to return any unexpended portion of the Grant Funds in GRANTEE's possession upon written demand from MAPC.

Article IV
Work Products

The GRANTEE shall afford MAPC perpetual, unrestricted, and unlimited access to any work product, including but not limited to all work papers, data, reports, questionnaires, and other material prepared, produced or collected by the GRANTEE under this Agreement. Everything produced under this agreement is presumed to be public record.

Article V
Assignment

The GRANTEE shall not assign nor transfer their respective interests in this Agreement, in part or in whole, without the prior written consent of the other.

**Article VI
Indemnification**

To the extent permitted by Massachusetts State law, the GRANTEE shall indemnify, defend and hold harmless MAPC and all of its officers, agents and employees, against all suits, claims, demands and liabilities of every name and nature, both at law and in equity, based upon or arising out of any action taken by the GRANTEE in its performance of this Agreement or upon the GRANTEE's failure to comply with the terms of this Agreement in the performance of its work, whether by it, its employees, or its Subcontractors.

**Article VII
Insurance**

The GRANTEE shall secure and maintain in effect throughout the term of this Agreement, insurance adequate to meet its obligations hereunder and shall provide MAPC with certification of such, if requested.

**Article VIII
Warranty**

The GRANTEE agrees to be responsible for and warrantee the work of its subcontractors and to ensure their compliance with all legal, quality and performance requirements of the RFP attached in Exhibit A.

**Article IX
No Implied Agency**

Nothing in this Agreement shall be deemed to create any partnership, joint venture, joint enterprise, or agency relationship among the parties, and no party shall have the right to enter into contracts on behalf of, to legally bind, to incur debt on behalf of, or to otherwise incur any liability or obligation on behalf of, the other party hereto, in the absence of a separate writing, executed by an authorized representative of the other party. Each party shall be solely responsible for its employees and contractors used to provide the Agreement.

**Article X
Acknowledgment and Publicity**

GRANTEE shall acknowledge MAPC in any press release, public announcement, or publicly-released documents related to the Grant Activities detailed herein. GRANTEE will notify MAPC in writing prior to any publicity in all media and mediums, including without limitations, broadcast, print, and online. Notwithstanding any specific deliverable herein, MAPC may issue a press release, hold a press conference, or otherwise refer to GRANTEE in any manner with respect to this Agreement without the prior written consent.

**Article XI
Severability**

In the event any provision of this Agreements found by a court of appropriate jurisdiction to be unlawful or invalid, the remainder of the Agreement shall remain and continue in full force and effect.

**Article XII
Termination of Contract**

The Agreement may be terminated by MAPC at any time and for any reason upon written notification to GRANTEE. Upon such termination, GRANTEE shall not be required to return any portion of the paid Grant Funds to MAPC, and MAPC shall have no further obligation to provide GRANTEE with any unpaid portion of the Grant Funds.

**Article XIII
Release of MAPC**

In consideration of the execution of this Agreement by MAPC, the GRANTEE agrees that simultaneously with the acceptance of what MAPC tenders as the final payment under this Agreement, the GRANTEE will execute, and deliver a release of MAPC from all claims, demands, and liabilities arising from, growing out of, or in any way connected with this Agreement. It is agreed that the person who, in fact, executes and delivers said release, shall be authorized and empowered to execute and deliver the same on behalf of the GRANTEE.

**Article XIV
Compliance with Conflict-of-Interest Laws**

The GRANTEE warrants and represents to MAPC that, to the best of its knowledge, no officer or employee of GRANTEE who has participated in the preparation or negotiation of this Agreement, or who will participate in the execution of this Agreement, nor such employee's spouse, parents, children, brothers or sisters, partner, any business organization in which he or she is serving as officer, director, trustee, partner or employee, nor any person with whom he or she is negotiating or has any arrangement concerning prospective employment, has a financial interest in this Agreement, except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Six. The GRANTEE further warrants and represents to MAPC that, to the best of its knowledge, no employee of GRANTEE has a financial interest, either directly or indirectly, in the Agreement except as permitted under Massachusetts General Laws, Chapter Two Hundred Sixty-Eight A, Section Seven.

**Article XV
Governing Law and Jurisdiction**

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the Commonwealth of Massachusetts. Both parties agree to submit their respective jurisdiction and venue to the state and federal courts in the Commonwealth of Massachusetts to resolve any disputes or disagreements that may arise under any provision of this Agreement.

**Article XVI
Notice**

For purposes of this Agreement, the following individuals shall serve as points of contact, including delivery of reports, for both MAPC and the GRANTEE:

MAPC

Van Du
60 Temple Place, 6th Floor
Boston, MA 02111
Email: vdu@mapc.org

Organization

Town of Marlborough
c/o Tom DiPersio
DPW, 135 Neil Street
Marlborough, MA 01752
Email: tdipersio@marlborough-ma.gov

**Article XVIII
Complete Contract**

This Agreement, and the Exhibits attached hereto and incorporated herein constitute a total agreement of the parties and supersede all prior Agreements and understandings between the parties and may not be changed unless agreed upon in writing by both parties.

ACCEPTED AND AGREED TO BY:

Metropolitan Area Planning Council

By: _____

By: _____

Printed Name: _____

Printed Name: _____

Title: _____

Title: _____

EXHIBIT A - Invitation for Proposals

**Accelerating Climate Resiliency
Municipal Grant Program**
Winter 2021 Invitation for Proposals

NEW! Winter 2021 ACR Grant Round

1. One-year grants from \$15,000-\$50,000
2. Further explanation of evaluation criteria
3. Updated Application Form

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Overview

The Metropolitan Area Planning Council (MAPC) seeks to accelerate climate resilience in the Metro Boston region by helping municipalities advance strategies that protect people, places, and communities from the impacts of climate change. The intent is to deploy actionable resilience interventions through local projects, policies, and strategies. Our funded projects will facilitate long-term innovative changes that lead to greater readiness for climate change. In particular, MAPC seeks to elevate projects that will advance climate equity, regional coordination, and social cohesion. MAPC's Accelerating Climate Resiliency Municipal Grant program is supported by the Barr Foundation.

Eligible Applicants

The 101 cities and towns in the Metropolitan Boston area served by MAPC are eligible to apply. Multi-municipal collaboration and partnerships with non-profits and community-based organizations are strongly encouraged.

Program Priorities

The Accelerating Climate Resiliency Grant Program seeks to fund local and multi-municipal projects that accelerate climate change preparedness and resilience throughout Metro Boston. Projects should address at least one of the following priority areas. Projects that demonstrate other innovative climate resilience strategies that are transferable at the local or regional level may also be considered.

- *Nature-based solutions for climate resilience, such as green infrastructure, climate-smart parks, urban forestry, floodplain protection, and restoration of natural systems.*
- *Municipal climate resiliency policy, including regulations, zoning, permitting, and inspectional services.*
- *Innovative financing or infrastructure investment program models.*
- *Capacity building through municipal staffing or climate coalitions/convenings, such as stormwater partnerships, regional climate networks, or watershed-based climate resilience initiatives.*
- *Contributions to social resiliency or cohesion, such as public space improvements, dialogues, and gatherings, particularly for populations or neighborhoods vulnerable to climate change.*
- *Projects that combine climate adaptation with climate mitigation.*
- *Local food systems or community agriculture resiliency measures.*
- *District-scale climate resiliency pilots that are scalable and replicable.*
- *Public outreach, marketing, and artistic, cultural, or creative projects that advance climate change knowledge or action.*

Eligible Projects

Grant funds will support on-the-ground projects that accelerate resiliency to extreme weather events, sea level rise, inland and coastal flooding, extreme heat, and other climate change impacts. Eligible types of projects include:

- Technical assistance or design, such as hiring a consultant for design or developing climate zoning improvements and recommendations;
- Capital projects, such as flood-proofing infrastructure, climate-smart parks, or green infrastructure; and

- Capacity building initiatives, such as supporting or seeding a climate-resilience network or coalition.

All projects should demonstrate clearly how results would increase your community’s climate resilience or adaptive capacity. For previously funded projects, please see MAPC’s Accelerating Climate Resiliency Grant Program webpage: <https://www.mapc.org/resource-library/accelerating-resiliency/>.

Funding Availability

MAPC is offering one-year grants ranging from \$15,000-\$50,000 for technical assistance, capacity building, or capital improvement/construction projects. Note: cost-efficient projects with budgets less than the \$50,000 maximum may be given higher priority in order to award more projects.

For construction or capital improvement grants, it should be realistic to complete them fully within a one-year timeframe. Municipalities can submit multiple proposals for different projects. MAPC expects to award seven to fifteen grants in this round. Grants funds can be used in any manner that supports the overall project or program within the awarded scope of work.

Timeline *(subject to change)*

Task	Deadline
Invitation for Grant Proposals Announced	February 1, 2021
Informational Webinar (registration link)	February 11, 2021
Deadline to Submit Questions	February 24, 2021
Proposals Due	February 26, 2021
Award Announcements	April 2021
Mid-Year Reports Due to MAPC	November 30, 2021
One-Year Project Completion	April 2022
Final Report	May 6, 2022

The deadline for proposals is 5 p.m. on February 26, 2021. Proposals should be sent electronically to Ella Wise by email at Ewise@mapc.org or uploaded [at this link](#) if files are too large for email. If uploading to the Qualtrics link, please email Ella Wise at Ewise@mapc.org to confirm that MAPC received your files.

Criteria for Evaluation

All proposals for MAPC’s Accelerating Climate Resiliency Municipal Grant Program should:

- Target at least one of the nine Program Priorities described above;
- Identify one or more specific climate risks and how the project will strengthen resiliency;
- Demonstrate feasibility through an achievable scope of work, project team capacity, and realistic budget;
- Be designed and implemented with an equity lens, directing benefits to populations that are vulnerable to climate risks due to systemic inequities (see below for more information);

- Demonstrate meaningful engagement and support from the public or a clear path for generating public support; and
- Create opportunities for learning, replication, and the development of best practices.

Preference is given to projects that:

- Demonstrate that the community that will be affected by the project has leadership in decision-making and/or implementation;
- Build social cohesion¹ and connections between and within community members through community-based assets, dialogues, networks, etc.; and/or
- Advance regional or multi-jurisdictional collaboration.

Because equity is one of the pillars of MAPC's mission, projects that advance climate equity and directly benefit vulnerable populations are given higher priority in the project selection process. MAPC's [Climate Vulnerability in Metro Boston website](#) illustrates how some people are disproportionately affected by climate change compared to others. The site contains a tool to help identify those with greater vulnerability, greater sensitivity, and less adaptive capacity to extreme heat, current flooding, and future flooding from sea level rise. Please refer to this tool or another more applicable to your community and to Figure 1 Vulnerability Checklist below to identify how your project advances climate equity and benefits populations vulnerable to climate due to systemic inequities. For additional resources, please see MAPC's Municipal Net Zero Playbook [Framework for Equity](#) and [State of Equity for Metro Boston Policy Agenda](#). Please contact Ella Wise at ewise@mapc.org if you need assistance in prioritizing equity in your project.

¹ Strong social cohesion enables communities to develop and enforce social norms (e.g. appreciation for nature, respect for elders), connects people to information and resources across social networks (i.e. social capital), and facilitates collective action. These factors are critical to our response to and recovery from climate-related disasters and other moments of crisis. Researchers have demonstrated that community cohesion saved lives during the Chicago heat wave of 1995, and positively influenced recovery following Superstorms Sandy and Katrina. For more information on social cohesion and how it relates to climate resiliency, see *Climate-Ready Healthy Plymouth* <https://www.plymouth-ma.gov/sites/g/files/vyhlf3691/f/uploads/final.climate_ready_healthy_plymouth_reportv.6.16.20.pdf>.

Figure 1. Climate Vulnerability Indicators from MAPC's Climate Vulnerability in Metro Boston analysis. These indicators are a guide toward prioritizing equity in your climate resiliency project. Please see climate-vulnerability.mapc.org for more information.



Receiving Award Funds and Reporting

All recipients will be required to sign a Grant Agreement with MAPC, complete a mid-year progress report, and complete a final report. MAPC will reimburse expenses incurred to date after acceptance of the six-month progress report. The remainder of the grant award will be distributed to the grantee after MAPC's acceptance of the final report.

Resilience Community of Practice

As part of the grant program, MAPC is launching a Resilience Community of Practice (RCOP). Grantees will be required to attend at least four workshops/programs during the grant period. Grantees may include expenses incurred for attending the workshops, if travel is required. Workshops and programs may be virtual during COVID social distancing protocols.

The RCOP is designed to provide the technical, value-based, and instructional guidance to aid municipalities in deploying, scaling, and amplifying their climate resilience practices across all municipal functions. It will provide a forum to discuss sensitive topics, projects, and programs that municipalities might not otherwise pursue. It will also foster a peer-to-peer knowledge exchange and help break down barriers to progress. Workshops and programs will feature experienced local and national practitioners on key climate topics such as climate equity, extreme precipitation, extreme heat, sea level rise, and extreme storms.

Permits

Applicants will be required to provide sufficient documentation that the project can successfully acquire all local, state, and federal permits, if applicable.

Publicity and Acknowledgement of Support

Award recipients will be required to accord MAPC and the Barr Foundation the right and authority to publicize the project and the financial support from the grant in press releases, publications, conferences, and other public communications.

Questions and More Information

MAPC will host an informational session on February 11, 2021 10 a.m. to noon via Zoom Webinar.

Potential applicants are encouraged to attend. Please register at:

<https://zoom.us/meeting/register/tJAvdutpjl0H9OEDHhP1Owz7a5uWwYGOWN4>

All questions and answers related to the grant program will be posted weekly at www.mapc.org/acceleratingresiliency. Please submit questions directly to Ella Wise at ewise@mapc.org. Questions will be accepted until 5 p.m. on Wednesday, February 24, 2021.

Appendix A Application Form

1. APPLICANT INFORMATION

Project name: Click or tap here to enter text.

Lead Municipality: Click or tap here to enter text.

Municipal Staff Project Manager: Click or tap here to enter text.

Project Manager Title: Click or tap here to enter text.

This is the person who will be the day-to-day contact for the project and who will represent the municipality in regular communication with MAPC.

Please attach a signed authorization from the Chief Executive Officer identifying the individual named above.

Address:

Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

Email address: Click or tap here to enter text.

Project Partner(s)

Name(s) of Partner Municipalities, Non-Profits, and/or Community-Based Organization:

Click or tap here to enter text.

Partner Point of Contact, Name and Title:

Click or tap here to enter text.

Phone Number: Click or tap here to enter text.

E-mail address: Click or tap here to enter text.

Please list additional partners in Question 6.

2. PROJECT DETAILS

Project Title: Click or tap here to enter text.

Grant Amount Request: Click or tap here to enter text.

Total Project Cost: Click or tap here to enter text.

MAPC Subregion ([click here for list](#)): Click or tap here to enter text.

Location/Address of the Project (if applicable):

Click or tap here to enter text.

Which type of project is it?

Technical Assistance/Design Grant

Capital Project

Capacity Building

Which climate risk(s) does the proposal address?

Sea Level Rise

Extreme Heat or Urban Heat Island Impacts

Flooding

Extreme Weather Events

Other Climate Impacts

3. PROJECT DESCRIPTION

In three to five pages, please provide more information on your project by responding to the following:

1. Please provide a brief summary of your overall project, as well as how these grant funds will specifically be used.

Click or tap here to enter text.

2. Describe the climate risk your project addresses, and how your project strengthens resiliency in the face of the climate risk.

Click or tap here to enter text.

3. Identify which program priorities your project addresses, and explain how your project relates to the identified priorities.

Nature-based solutions

Policy, including regulations, zoning, and permitting

- Innovative financing or infrastructure investment
- Climate coalitions/convenings or increased municipal staff capacity
- Social resiliency or cohesion
- Synergies between climate adaptation and mitigation
- Local food systems or community agriculture
- District-scale climate pilots
- Public outreach, marketing, or arts and culture

Click or tap here to enter text.

4. Describe the project team, including partners. Will the hiring of a consultant or vendor be required, and if so, what type and to perform which tasks? Name the consultant or vendor if known.

Click or tap here to enter text.

5. Describe how the project advances implementation of a local or regional planning effort (e.g. Municipal Vulnerability Preparedness workshop, Natural Hazard Mitigation Plan, Master Plan, Open Space and Recreation Plan, Housing Production Plan).

Click or tap here to enter text.

6. Please describe the communities who will most benefit from your project. Using the Climate Vulnerability Indicators in Figure 1 or another related tool, describe how the project will or will not directly benefit populations that are disproportionately vulnerable to climate change due to systemic inequities.

Click or tap here to enter text.

7. Describe the public engagement completed or planned, including involvement with or leadership from the communities that will be most impacted by the project. Discuss any anticipated challenges regarding public support and/or political will for the project.

Click or tap here to enter text.

8. FOR CAPITAL IMPROVEMENT AND/OR CONSTRUCTION PROJECTS. Please complete Appendix B Permitting and Regulatory Approval for Construction Projects. Please describe contingency plan for permitting and/or construction delays.

Click or tap here to enter text.

4. PROJECT BUDGET AND TIMELINE

In no more than two pages, please provide:

1. A detailed timeline for completing the project, including milestones at regular intervals. Describe the mechanism for completion within a 12-month period.

Click or tap here to enter text.

2. A detailed budget for the project indicating how the funds will be used.
 - a. Describe the staff and other personnel time committed to the project.
 - b. Matching funds are not required for this grant. However, if the total project cost exceeds the grant proposal, describe the matching funds and their respective status and certainty.

Click or tap here to enter text.

Attachment B Permitting and Regulatory Approval for Construction Projects

Adapted from the Executive Office of Energy and Environmental Affairs MVP Action Grant RFR.

1. Project Site Ownership: If the project is not municipally owned, please demonstrate readiness of transfer of ownership or landowner approval of use for the construction site.
2. Please indicate the level of planning readiness for the construction project:

Conceptual Design

50%-75% Design

Construction Documents

3. Please complete the following table to indicate the permitting and regulatory review of the construction project as well as your planned dates for securing authority.

Environmental Permits / Licenses / Approvals	Required (Y/N)	Filing Date	Issue/Decision Date
MEPA Review (ENF or EIR)			
Waterways (Chapter 91)			
Wetlands Protection Act (Order of Conditions, Request for Determination of Applicability, etc.)			
Army Corps (USACE) Permit (Section 10 or 404)			
FEMA Conditional Letter of Mapping Revision (CLOMR)			
CZM Federal Consistency Review			
Chapter 91 Waterways Permit or License			
Water Quality Certification			
Endangered Species Consultation (State or Federal)			
Water Management Act Permit			
Dam Safety Chapter 253 Permit			
MHC Historic Review (including Underwater Historical Resources)			
Other:			

Municipal or Special District Coordination Considerations

Construction Permits and Approvals	Required (Y/N)	Filing Date	Issue/Anticipated Issue Date
Planning Board			
Conservation Commission			
Zoning Board			
Sewer Extension Permit			
Utility Relocation			
Local Historical Commission			
Public Water Supply Tie-in			
Public Wastewater Tie-in			
Other:			

EXHIBIT C - Grantee Award Letter



SMART GROWTH AND REGIONAL COLLABORATION

April 29, 2021

Tom DiPersio
Town of Marlborough
Department of Public Works
135 Neil Street
Marlborough, MA 01752

Dear Mr. DiPersio,

The Metropolitan Area Planning Council (MAPC) is pleased to inform you that the Marlborough has been awarded a grant of \$44,500 from the Accelerating Climate Resiliency Grant Program. The grant program starts upon successful execution of a grant agreement with MAPC and ends on May 6, 2022. The purpose of this grant is to accelerate climate resiliency in Marlborough through the *Tree Planting Initiative* project.

As part of the grant program, MAPC will facilitate a Resilience Community of Practice (RCOP), designed to support grantees, advance better practices to strengthen resilience, and workshop barriers to progress. Grantees are required to attend at least four RCOP meetings over the grant period. All events are expected to be virtual and approximately bimonthly. We will be sending more information about the RCOP soon, including details for the next workshop in June.

MAPC will contact you about finalizing the grant agreement, a process that may include revisions or updates to the scope of work from your proposal, as appropriate, within the coming days. Please look to review and return the signed grant agreement as soon as possible. If you have questions regarding the purpose, administration, or timing of the grant, please contact Van Du at vdu@mapc.org.

We are delighted to contribute to Marlborough's climate resilience and to work with you to ensure successful execution of this project.

Sincerely,

Rebecca Davis
Deputy Director



City of Marlborough
Office of the Mayor

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

Arthur G. Vigeant
MAYOR

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Patricia M. Bernard
EXECUTIVE AIDE

2021 MAY -6 A 11:25

Ryan P. Egan
EXECUTIVE SECRETARY

May 6, 2021

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

Re: Gift Acceptance – Marlborough Police Department

Honorable President Ossing and Councilors:

Please find enclosed for your acceptance a \$100 gift from The Justice Resource Institute to benefit our Youth Police Academy and R.A.D. defense training.

I would like to take this opportunity to thank The Justice Resource Institute for their continued support.

If you have any questions, please feel free to reach out to me or Chief David Giorgi.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



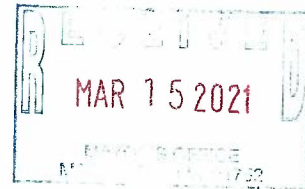
City of Marlborough

Police Department

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



David A. Giorgi
Chief of Police



March 10, 2021

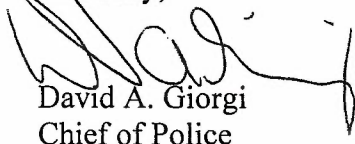
Mayor Arthur G. Vigeant
City Hall
140 Main Street
Marlborough, MA 01752

Dear Mayor Vigeant:

The Marlborough Police Department has received a \$100 gift from The Justice Resource Institute Inc. which has a residence, the Glenhaven Academy, located in Marlborough. The Justice Resource Institute made a donation to the department for the benefit of the Department's Community programs which include our Youth Police Academy and our R.A.D. defense training.

I have attached a copy of the check mailed by the Justice Resource Institute. I am requesting that the gift award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to let me know.

Sincerely,


David A. Giorgi
Chief of Police

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: POLICE DATE: March 10, 2021

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: CHIEF DAVID A. GIORGI

NAME OF GRANT: _____

GRANTOR: Justice Resource Institute/ Glenhaven Academy

GRANT AMOUNT: \$100.00

GRANT PERIOD: _____

SCOPE OF GRANT/
ITEMS FUNDED Donation for Community programs

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:
N/A

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**



Justice Resource Institute, Inc.
 99 S. Main Street, Suite 301
 Fall River MA 02721



1381
 000 0000158 00000000 0001 0001 00158 INS: 0 0
 MARLBOROUGH POLICE
 355 BOLTON ST
 MARLBOROUGH MA 01752

REFERENCE	INV DATE	INV DESCRIPTION	GROSS AMOUNT	DISCOUNT TAKEN	NET AMOUNT PAID
DRUG/ALCOHOL 2021	02/05/2021	GLENHAVEN	\$100.00	\$0.00	\$100.00
CHECK NUMBER	CHECK DATE	VENDOR NO.	VENDOR NAME		TOTAL AMOUNT
7450	02/10/2021	K-MARL01MAIN	MARLBOROUGH POLICE		\$100.00

FC: 1381

Y3301 v.02

WARNING: THIS DOCUMENT CONTAINS SEVERAL DOCUMENT SECURITY FEATURES



Justice Resource Institute, Inc.
 99 S. Main Street, Suite 301
 Fall River MA 02721

CHECKS OVER \$30,000 NEED A 2ND SIGNER

CHECK NO. 7450

53-7054/2113

DATE OF CHECK

02/10/21

PAY: ONE HUNDRED AND 00/100 DOLLARS

TO THE ORDER OF
 MARLBOROUGH POLICE
 355 BOLTON ST
 MARLBOROUGH MA 01752

CHECK AMOUNT

\$100.00

Security features listed on back

TD BANK

John Dignel
 Authorized Signature

DO NOT CASH IF THE WORD VOID IS VISIBLE (SEE REVERSE SIDE FOR LIST OF SECURITY FEATURES)

⑈000000 74 50⑈



City of Marlborough
Office of the Mayor

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

Arthur G. Vigeant
MAYOR

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

2021 MAY -6 A 11: 25

May 6, 2021

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

Re: Transfer Request – Marlborough Police Department

Honorable President Ossing and Councilors:

Please find enclosed for your review a transfer request in the amount of \$18,438.70 that moves funds to the Marlborough Police Department for the purchase of additional traffic enforcement equipment.

These funds are available to the City of Marlborough due to the per-ride assessment on rides taken on transportation network companies (TNC) that originate in Marlborough. In 2019, 184,387 TNC rides originated in Marlborough. These funds may be used to address the impact of transportation network services on municipal roads, bridges, and other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town including, but not limited to, the complete streets program.

The Marlborough Police Department Traffic Division has been working hard to ensure that Marlborough's streets are safe for all users, pedestrians, cyclists, and drivers. I recommend transferring these funds to the Police Department for our Traffic Unit for items which include: the software subscriptions for our electric signs, replacement and batteries for our radar units, new tablets and printer mounts for the cruisers, as well as bicycles for our Community Policing officers.

The City must file a report with the state identifying how the funds are used, and we will include a copy of the report to the City Council.

If you have any questions, please feel free to reach out to me or Chief David Giorgi.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Police

FISCAL YEAR: 2021

FROM ACCOUNT:



TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$18,438.70</u>	<u>\$18,438.70</u>	<u>27000</u>	<u>33088</u>	<u>Receipts Reserved-TNC Surcharge</u>	<u>\$18,438.70</u>	<u>19300006</u>	<u>58593</u>	<u>Capital Outlay-Police Equip</u>	<u>\$14,707.43</u>
	Reason:	<u>Traffic enforcement equipment purchase</u>							
	Reason:								
	Reason:								
	Reason:								
	\$18,438.70	Total			\$18,438.70	Total			

Department Head signature:

Auditor signature:

Comptroller signature:

2019 TNC Municipality Rides and Revenue Disbursement

Municipality	2019 Rides	2019 Revenue
ABINGTON	64,458	\$6,445.80
ACTON	44,884	\$4,488.40
ACUSHNET	3,752	\$375.20
ADAMS	137	\$13.70
AGAWAM	42,411	\$4,241.10
ALFORD	3	\$0.30
AMESBURY	25,153	\$2,515.30
AMHERST	342,082	\$34,208.20
ANDOVER	152,374	\$15,237.40
AQUINNAH	633	\$63.30
ARLINGTON	391,537	\$39,153.70
ASHBURNHAM	894	\$89.40
ASHBY	135	\$13.50
ASHFIELD	3	\$0.30
ASHLAND	45,415	\$4,541.50
ATHOL	152	\$15.20
ATTLEBORO	114,997	\$11,499.70
AUBURN	52,588	\$5,258.80
AVON	35,208	\$3,520.80
AYER	9,982	\$998.20
BARNSTABLE	218,073	\$21,807.30
BARRE	58	\$5.80
BECKET	51	\$5.10
BEDFORD	67,343	\$6,734.30
BELCHERTOWN	4,628	\$462.80
BELLINGHAM	16,671	\$1,667.10
BELMONT	294,005	\$29,400.50
BERKLEY	2,444	\$244.40
BERLIN	6,804	\$680.40
BERNARDSTON	55	\$5.50
BEVERLY	220,311	\$22,031.10
BILLERICA	122,888	\$12,288.80
BLACKSTONE	4,034	\$403.40
BLANDFORD	66	\$6.60
BOLTON	3,240	\$324.00
BOSTON	45,295,938	\$4,529,593.80
BOURNE	22,130	\$2,213.00
BOXBOROUGH	8,977	\$897.70
BOXFORD	5,148	\$514.80
BOYLSTON	5,679	\$567.90
BRAINTREE	502,199	\$50,219.90
BREWSTER	15,030	\$1,503.00
BRIDGEWATER	51,835	\$5,183.50
BRIMFIELD	257	\$25.70
BROCKTON	978,639	\$97,863.90
BROOKFIELD	260	\$26.00
BROOKLINE	2,458,715	\$245,871.50

2019 TNC Municipality Rides and Revenue Disbursement

BUCKLAND	7	\$0.70
BURLINGTON	312,336	\$31,233.60
CAMBRIDGE	7,879,235	\$787,923.50
CANTON	119,240	\$11,924.00
CARLISLE	4,762	\$476.20
CARVER	5,841	\$584.10
CHARLEMONT	6	\$0.60
CHARLTON	5,381	\$538.10
CHATHAM	31,537	\$3,153.70
CHELMSFORD	106,969	\$10,696.90
CHELSEA	967,965	\$96,796.50
CHESHIRE	116	\$11.60
CHESTER	2	\$0.20
CHESTERFIELD	21	\$2.10
CHICOPEE	169,518	\$16,951.80
CHILMARK	2,609	\$260.90
CLARKSBURG	16	\$1.60
CLINTON	11,953	\$1,195.30
COHASSET	13,720	\$1,372.00
COLRAIN	3	\$0.30
CONCORD	64,157	\$6,415.70
CONWAY	21	\$2.10
CUMMINGTON	2	\$0.20
DALTON	1,605	\$160.50
DANVERS	166,388	\$16,638.80
DARTMOUTH	68,101	\$6,810.10
DEDHAM	262,104	\$26,210.40
DEERFIELD	2,439	\$243.90
DENNIS	51,707	\$5,170.70
DIGHTON	2,600	\$260.00
DOUGLAS	2,201	\$220.10
DOVER	12,568	\$1,256.80
DRACUT	61,798	\$6,179.80
DUDLEY	3,161	\$316.10
DUNSTABLE	1,151	\$115.10
DUXBURY	12,661	\$1,266.10
EAST BRIDGEWATER	19,123	\$1,912.30
EAST BROOKFIELD	497	\$49.70
EAST LONGMEADOW	29,990	\$2,999.00
EASTHAM	5,741	\$574.10
EASTHAMPTON	19,111	\$1,911.10
EASTON	50,841	\$5,084.10
EDGARTOWN	64,693	\$6,469.30
EGREMONT	12	\$1.20
ERVING	25	\$2.50
ESSEX	3,645	\$364.50
EVERETT	1,340,481	\$134,048.10
FAIRHAVEN	21,101	\$2,110.10
FALL RIVER	237,276	\$23,727.60

2019 TNC Municipality Rides and Revenue Disbursement

FALMOUTH	97,395	\$9,739.50
FITCHBURG	97,974	\$9,797.40
FLORIDA	10	\$1.00
FOXBOROUGH	82,113	\$8,211.30
FRAMINGHAM	538,429	\$53,842.90
FRANKLIN	45,935	\$4,593.50
FREETOWN	2,697	\$269.70
GARDNER	7,769	\$776.90
GEORGETOWN	5,673	\$567.30
GILL	110	\$11.00
GLOUCESTER	28,338	\$2,833.80
GOSHEN	22	\$2.20
GRAFTON	23,881	\$2,388.10
GRANBY	4,092	\$409.20
GRANVILLE	23	\$2.30
GREAT BARRINGTON	427	\$42.70
GREENFIELD	2,455	\$245.50
GROTON	5,443	\$544.30
GROVELAND	3,599	\$359.90
HADLEY	59,412	\$5,941.20
HALIFAX	5,659	\$565.90
HAMILTON	9,001	\$900.10
HAMPDEN	2,857	\$285.70
HANCOCK	185	\$18.50
HANOVER	28,725	\$2,872.50
HANSON	9,962	\$996.20
HARDWICK	9	\$0.90
HARVARD	7,434	\$743.40
HARWICH	36,179	\$3,617.90
HATFIELD	2,054	\$205.40
HAVERHILL	263,065	\$26,306.50
HINGHAM	95,464	\$9,546.40
HINSDALE	157	\$15.70
HOLBROOK	48,893	\$4,889.30
HOLDEN	15,937	\$1,593.70
HOLLAND	46	\$4.60
HOLLISTON	13,295	\$1,329.50
HOLYOKE	164,750	\$16,475.00
HOPEDALE	3,513	\$351.30
HOPKINTON	20,507	\$2,050.70
HUBBARDSTON	115	\$11.50
HUDSON	40,837	\$4,083.70
HULL	18,684	\$1,868.40
HUNTINGTON	28	\$2.80
IPSWICH	11,180	\$1,118.00
KINGSTON	24,840	\$2,484.00
LAKEVILLE	6,883	\$688.30
LANCASTER	4,120	\$412.00
LANESBOROUGH	707	\$70.70

2019 TNC Municipality Rides and Revenue Disbursement

LAWRENCE	564,928	\$56,492.80
LEE	1,309	\$130.90
LEICESTER	16,324	\$1,632.40
LENOX	3,886	\$388.60
LEOMINSTER	109,255	\$10,925.50
LEVERETT	486	\$48.60
LEXINGTON	208,892	\$20,889.20
LINCOLN	23,681	\$2,368.10
LITTLETON	18,170	\$1,817.00
LONGMEADOW	19,945	\$1,994.50
LOWELL	835,423	\$83,542.30
LUDLOW	16,613	\$1,661.30
LUNENBURG	9,328	\$932.80
LYNN	939,354	\$93,935.40
LYNNFIELD	51,901	\$5,190.10
MALDEN	1,321,495	\$132,149.50
MANCHESTER-BY-THE-SEA	7,092	\$709.20
MANSFIELD	63,682	\$6,368.20
MARBLEHEAD	78,113	\$7,811.30
MARION	2,430	\$243.00
MARLBOROUGH	184,387	\$18,438.70
MARSHFIELD	26,384	\$2,638.40
MASHPEE	22,262	\$2,226.20
MATTAPOISETT	2,306	\$230.60
MAYNARD	14,001	\$1,400.10
MEDFIELD	14,711	\$1,471.10
MEDFORD	1,361,292	\$136,129.20
MEDWAY	8,875	\$887.50
MELROSE	207,087	\$20,708.70
MENDON	2,661	\$266.10
MERRIMAC	3,402	\$340.20
METHUEN	197,190	\$19,719.00
MIDDLEBOROUGH	16,862	\$1,686.20
MIDDLETON	21,790	\$2,179.00
MILFORD	51,002	\$5,100.20
MILLBURY	39,792	\$3,979.20
MILLIS	6,529	\$652.90
MILLVILLE	776	\$77.60
MILTON	212,776	\$21,277.60
MONSON	1,271	\$127.10
MONTAGUE	598	\$59.80
MONTEREY	6	\$0.60
MONTGOMERY	19	\$1.90
NAHANT	15,170	\$1,517.00
NANTUCKET	366,174	\$36,617.40
NATICK	249,849	\$24,984.90
NEEDHAM	213,900	\$21,390.00
NEW ASHFORD	16	\$1.60
NEW BEDFORD	281,498	\$28,149.80

2019 TNC Municipality Rides and Revenue Disbursement

NEW BRAINTREE	4	\$0.40
NEW MARLBOROUGH	3	\$0.30
NEW SALEM	3	\$0.30
NEWBURY	7,753	\$775.30
NEWBURYPORT	55,704	\$5,570.40
NEWTON	1,439,112	\$143,911.20
NORFOLK	10,288	\$1,028.80
NORTH ADAMS	799	\$79.90
NORTH ANDOVER	96,793	\$9,679.30
NORTH ATTLEBOROUGH	60,857	\$6,085.70
NORTH BROOKFIELD	306	\$30.60
NORTH READING	36,897	\$3,689.70
NORTHAMPTON	98,354	\$9,835.40
NORTHBOROUGH	35,870	\$3,587.00
NORTHBRIDGE	11,367	\$1,136.70
NORTHFIELD	15	\$1.50
NORTON	25,549	\$2,554.90
NORWELL	23,538	\$2,353.80
NORWOOD	192,738	\$19,273.80
OAK BLUFFS	83,948	\$8,394.80
OAKHAM	86	\$8.60
ORANGE	45	\$4.50
ORLEANS	12,240	\$1,224.00
OTIS	3	\$0.30
OXFORD	11,518	\$1,151.80
PALMER	4,409	\$440.90
PAXTON	3,912	\$391.20
PEABODY	311,797	\$31,179.70
PELHAM	880	\$88.00
PEMBROKE	17,979	\$1,797.90
PEPPERELL	2,045	\$204.50
PERU	20	\$2.00
PETERSHAM	19	\$1.90
PHILLIPSTON	57	\$5.70
PITTSFIELD	42,888	\$4,288.80
PLAINFIELD	2	\$0.20
PLAINVILLE	19,195	\$1,919.50
PLYMOUTH	115,848	\$11,584.80
PLYMPTON	1,645	\$164.50
PRINCETON	540	\$54.00
PROVINCETOWN	55,065	\$5,506.50
QUINCY	1,428,472	\$142,847.20
RANDOLPH	268,293	\$26,829.30
RAYNHAM	29,728	\$2,972.80
READING	83,359	\$8,335.90
REHOBOTH	5,885	\$588.50
REVERE	1,132,605	\$113,260.50
RICHMOND	194	\$19.40
ROCHESTER	653	\$65.30

2019 TNC Municipality Rides and Revenue Disbursement

ROCKLAND	59,924	\$5,992.40
ROCKPORT	3,591	\$359.10
ROWLEY	5,631	\$563.10
ROYALSTON	4	\$0.40
RUSSELL	124	\$12.40
RUTLAND	2,089	\$208.90
SALEM	484,216	\$48,421.60
SALISBURY	21,886	\$2,188.60
SANDWICH	13,660	\$1,366.00
SAUGUS	267,001	\$26,700.10
SCITUATE	16,117	\$1,611.70
SEEKONK	40,413	\$4,041.30
SHARON	38,192	\$3,819.20
SHEFFIELD	20	\$2.00
SHELBURNE	31	\$3.10
SHERBORN	6,905	\$690.50
SHIRLEY	3,265	\$326.50
SHREWSBURY	123,952	\$12,395.20
SHUTESBURY	132	\$13.20
SOMERSET	14,278	\$1,427.80
SOMERVILLE	3,463,968	\$346,396.80
SOUTH HADLEY	27,754	\$2,775.40
SOUTHAMPTON	2,183	\$218.30
SOUTHBOROUGH	30,365	\$3,036.50
SOUTHBRIDGE	7,281	\$728.10
SOUTHWICK	2,164	\$216.40
SPENCER	6,411	\$641.10
SPRINGFIELD	915,724	\$91,572.40
STERLING	4,069	\$406.90
STOCKBRIDGE	952	\$95.20
STONEHAM	133,128	\$13,312.80
STOUGHTON	143,853	\$14,385.30
STOW	5,622	\$562.20
STURBRIDGE	6,634	\$663.40
SUDBURY	32,114	\$3,211.40
SUNDERLAND	6,653	\$665.30
SUTTON	6,657	\$665.70
SWAMPSCOTT	88,523	\$8,852.30
SWANSEA	12,572	\$1,257.20
TAUNTON	118,760	\$11,876.00
TEMPLETON	474	\$47.40
TEWKSBURY	95,785	\$9,578.50
TISBURY	44,268	\$4,426.80
TOLLAND	2	\$0.20
TOPSFIELD	7,211	\$721.10
TOWNSEND	1,006	\$100.60
TRURO	5,608	\$560.80
TYNGSBOROUGH	20,438	\$2,043.80
TYRINGHAM	10	\$1.00

2019 TNC Municipality Rides and Revenue Disbursement

UPTON	3,735	\$373.50
UXBRIDGE	5,418	\$541.80
WAKEFIELD	127,659	\$12,765.90
WALES	16	\$1.60
WALPOLE	74,262	\$7,426.20
WALTHAM	1,085,234	\$108,523.40
WARE	559	\$55.90
WAREHAM	25,652	\$2,565.20
WARREN	157	\$15.70
WASHINGTON	27	\$2.70
WATERTOWN	632,566	\$63,256.60
WAYLAND	35,895	\$3,589.50
WEBSTER	10,699	\$1,069.90
WELLESLEY	297,449	\$29,744.90
WELLFLEET	7,699	\$769.90
WENDELL	2	\$0.20
WENHAM	9,146	\$914.60
WEST BOYLSTON	14,937	\$1,493.70
WEST BRIDGEWATER	22,162	\$2,216.20
WEST BROOKFIELD	161	\$16.10
WEST NEWBURY	2,406	\$240.60
WEST SPRINGFIELD	111,231	\$11,123.10
WEST STOCKBRIDGE	113	\$11.30
WEST TISBURY	13,306	\$1,330.60
WESTBOROUGH	91,227	\$9,122.70
WESTFIELD	48,056	\$4,805.60
WESTFORD	32,361	\$3,236.10
WESTHAMPTON	180	\$18.00
WESTMINSTER	3,311	\$331.10
WESTON	74,780	\$7,478.00
WESTPORT	6,744	\$674.40
WESTWOOD	105,814	\$10,581.40
WEYMOUTH	307,000	\$30,700.00
WHATELY	750	\$75.00
WHITMAN	34,037	\$3,403.70
WILBRAHAM	14,530	\$1,453.00
WILLIAMSBURG	804	\$80.40
WILLIAMSTOWN	550	\$55.00
WILMINGTON	79,297	\$7,929.70
WINCHENDON	246	\$24.60
WINCHESTER	122,350	\$12,235.00
WINDSOR	1	\$0.10
WINTHROP	169,501	\$16,950.10
WOBURN	380,875	\$38,087.50
WORCESTER	1,606,509	\$160,650.90
WRENTHAM	25,592	\$2,559.20
YARMOUTH	52,042	\$5,204.20



DLS

DIVISION OF LOCAL SERVICES
MA DEPARTMENT OF REVENUE

Christopher C. Harding
Commissioner of Revenue

Sean R. Cronin
Senior Deputy Commissioner

Local Finance Opinion

LFO-2018-1
July 11, 2018

TOPIC: Transportation Network Company Per-ride Assessment Distribution

ISSUE: Municipal finance and accounting treatment of money received from the Commonwealth Transportation Infrastructure Fund

This LFO addresses questions relating to the municipal finance and accounting treatment of moneys distributed to a city, town or district from the Commonwealth Transportation Infrastructure Fund.

1. What is the Commonwealth Transportation Infrastructure Fund?

Under Chapter 187 of the Acts of 2016, certain transportation network companies must submit to the Transportation Network Company Division of the Department of Public Utilities (DPU) the number of rides from the previous calendar year that originated within each city or town and a per-ride assessment of \$0.20. The assessment is credited to the Commonwealth Transportation Infrastructure Fund (Fund), which was established by the Act. St. 2016, c. 187, § 8(a). Each year, one half of the amount credited to the Fund will be distributed by the DPU proportionately to each city and town based on the number of rides that originated in that city or town. St. 2016, c. 187, § 8(c)(i).

2. What is the general rule related to the receipt of money by a city, town or district officer or department?

All money received or collected from any source by a city, town or district belongs to its general fund and can only be spent after appropriation unless a general or special law provides an exception, *i.e.*, expressly restricts use for a particular purpose or allows expenditure by a department or officer without appropriation. G.L. c. 44 § 53.

3. Is there an exception to the general rule for money received from the Commonwealth Transportation Infrastructure Fund?

Yes. Money distributed to cities and towns from the Commonwealth Transportation Infrastructure Fund is special revenue earmarked for use by cities and towns “to address the impact of transportation network services on municipal roads, bridges and other transportation infrastructure or any other public purpose substantially related to the operation of transportation network services in the city or town including, but not limited to, the complete streets program established in section 1 of chapter 90I of the General Laws and other programs that support alternative modes of transportation.” St. 2016, c. 187, § 8(c)(i). However, the statute establishing the distribution does not authorize any particular department or officer to spend the distributed money without “specific” or “further” appropriation for any of those

Supporting a Commonwealth of Communities

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LFO-2018-1
July 11, 2018
Page 2

statutory purposes. See, e.g., G.L. c. 40, § 3 (municipal and school rental revenues); G.L. c. 44, § 53A (money gifts and grants); G.L. c. 44, § 53E½ (departmental fees and charges); and G.L. c. 71, § 47 (school activity fees and charges). Therefore, the general rule requiring an appropriation in order to use the money still applies. The accounting officer must establish a receipts reserved for appropriation account for this distribution and credit the money received to that account. To use the money for any allowable purpose, the legislative body must appropriate from available funds in the account.

Additionally, please note that each city or town receiving a distribution from the Commonwealth Transportation Infrastructure Fund must submit a report to the Transportation Network Company Division of the DPU not later than December 31 of each year that details the allowable transportation-related projects conducted, including amounts used or planned to be used for those projects. St. 2016, c. 187, § 8(d). The Division is required to compile the reports and post the projects and amounts of money used on its website. St. 2016, c. 187, § 8(d).



Kathleen Colleary, Chief
Bureau of Municipal Finance Law

KC:KW

Patricia Bernard

From: David Giorgi
Sent: Thursday, May 6, 2021 11:48 AM
To: Patricia Bernard
Subject: 2019 TNC Municipality Rides and Revenue Disbursement- Lyft/Uber funds
Attachments: Invoices.pdf

Good Morning Trish,

I have attached the quotes for the products which will be purchased using the TNC Lyft/Uber funds which totaled \$18,438.70.

- 1 new Toughbook laptop and printer for our motorcycle unit: \$2,995.00
- 2 new Bicycles with lights and accessories for Community Services officers: \$4,481.51
- 2 Battery packs for our handheld radar units: \$258.00
- Renewal of software for electronic speed signs, trailers: \$4,500.00
- 4 new printers and mounts for cruisers for electronic citations: \$1,707.60

Total: \$13,942.11

* we have \$4,496.59 remaining which we had intended to use to purchase a drone for mapping traffic accidents, etc., but we need more research on policies and implementation before we make that purchase.

Sgt. Attaway also completed the State mandated report for these purchases in December.

Any questions, please let me know.

Thank you,
David

Chief David A. Giorgi
Marlborough Police Department
355 Bolton Street
Marlborough, MA 01752
Office: (508)485-1212
Fax: (508)624-6938
FBI NA #234



City of Marlborough
Office of the Mayor

Arthur G. Vigeant
MAYOR

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Patricia M. Bernard
EXECUTIVE AIDE

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

2021 MAY -6 A 11:25

Egan P. Egan
EXECUTIVE SECRETARY

May 6, 2021

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

Re: Proposed ordinance supporting Elm Street at Bigelow location for new Fire Station

Honorable President Ossing and Councilors:

Enclosed for your review is a draft ordinance supporting the site selected for a new fire station in the west side of Marlborough. The Fire Station Advisory Committee identified and selected the Elm Street at Bigelow Street location for a proposed new Fire Station. This area was discussed at length at the public meeting held on April 22, 2021.

If approved, we will plan to move forward with negotiating and acquiring necessary real estate in this immediate area.

If you have any questions, please feel free to reach out to me or Chief Kevin Breen.

Thank you in advance for your cooperation.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure

ORDERED:

That the City Council supports the proposed site selection for a new fire station in west side of Marlborough at the location identified by the Fire Station Advisory Committee as Elm Street at Bigelow Street; and further, that on behalf of the City, the Mayor is authorized to negotiate and enter into an agreement to acquire any necessary interests in real property, subject to any applicable laws and a favorable vote of the City Council authorizing the appropriation of sufficient funds for the acquisition of said property.

ADOPTED
In City Council
Order No. 21-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:



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 J. Vigeant
MAYOR

Patricia M. Bernard
EXECUTIVE AIDE

Ryan P. Egan
EXECUTIVE SECRETARY

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2021 MAY -6 A 11:25

May 6, 2021

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

Re: Fiscal Year 2022 Budget Recommendation

Honorable President Ossing and Councilors:

Please find enclosed for your review the FY22 budget recommendation in the amount of \$173,983,364.00. This represents a level funded budget with no increase over FY21.

This year's budget recommendations are a reflection of a collaborative effort between me, our finance team, and each one of our Department Heads. In particular, I wish to recognize the work of our City Auditor, Diane Smith, and our new Finance Director Patrick Jones who joined our team just over six months ago.

Enclosed is a brief narrative on revenue projections, notable changes, organizational adjustments, and other items of significance contained in this year's proposal.

Health Insurance

Health Insurance costs continue to rise, and we continue to focus our efforts on reducing our OPEB obligations. The recommended medical plan increases are 5% for EPO Senior Plans, 3% PPO and 3% EPO. There is no change in dental.

Department Enhancements & Projects

The City continues to provide ongoing employee training for online security that is required due to the increase in ransomware attacks in both the public and private sectors.

Our Inspectional Services Department is undergoing a renovation to expedite and enhance services. There is also a plan to implement online permitting software that will integrate with all City departments.

Our Department of Public Works will continue various roadway infrastructure improvements. The larger ones are ongoing on Donald Lynch Boulevard and the Lincoln Street project which should be completed this summer. In addition, our Engineering Department pursued and received a grant to extend the bike lanes from the Assabet Valley Rail Trail to Main Street. The lead service replacement continues with phase III being completed this spring and phase IV will begin.

The Library renovation project is underway. The Library has moved to the Walker Building and will be operating on a limited basis. The project will be going out to bid for general contracting services during May.

Marlborough Public Schools

Superintendent Bergeron and his staff have done a great job throughout COVID educating students during this pandemic. It has been no easy task keeping abreast of the continuous State guideline changes and balancing staff and student ratios.

My colleagues on the school committee and I approved an operating budget of \$66,654,566.00 that represents a “zero” increase for FY22. Superintendent Bergeron and his administration repurposed personnel, consolidated curriculum materials and reprioritized funds to meet contractual obligations. Start times for the middle and high schools combined with the closing of a local private school will give additional savings in transportation costs.

Local Aid and Revenue

Based on the FY22 budget figures released by the Committee on Ways & Means in the Massachusetts House of Representatives, overall local aid to Marlborough increased by \$426,092.00.

Even with a zero % increase in our budget, we need to be cognizant of an increase in taxes in the fall due to the rise in residential values. We anticipate new growth for FY22 will add an additional \$2 million in tax revenue that will help stabilize our tax rate for residents.

Capital Projects

Considering the economic impact from COVID-19 on State revenues, we do not have any additional Capital Projects planned other than what was sent to the City Council in February to cover our infrastructure projects and planned mill and overlay of streets. However, we are borrowing \$2M of the remaining portion of the \$5M (zero percent interest bond) that was authorized four years ago for the lead service replacement program.

I along with our City department heads look forward to discussing this budget recommendation in greater detail.

Thank you in advance for your consideration.

Sincerely,



Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough Legal Department

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

RECEIVED JASON D. GROSSFIELD
CITY CLERK'S OFFICE CITY SOLICITOR
CITY OF MARLBOROUGH
JASON M. PIQUES
2021 MAY -6 A 9:23 ASSISTANT CITY SOLICITOR
HEATHER H. GUTIERREZ
PARALEGAL

May 6, 2021

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

Re: Order No. 21-1008273: Proposed Tax Increment Financing Agreement (TIF) with BJ's Wholesale Club, Inc. and BH GRP TCAM OWNER LLC

Dear Honorable President Ossing and Councilors:

In connection with the above-referenced item, enclosed please find the proposed resolution and TIF agreement, in proper legal form, as recommended by the Finance Committee at its May 3, 2021 meeting.

Please contact me if you have any questions.

Respectfully,

Jason D. Grossfield
City Solicitor

Enclosure

cc: Arthur G. Vigeant, Mayor
Meredith Harris, Exec. Dir., MEDC

RESOLUTION:

WHEREAS, the City Council of the City of Marlborough desires a beneficial economic use creating jobs for local residents, expanding business within the City, and developing a healthy robust economy and stronger tax base for Map 111, Parcel 1 (including portions thereof) on the Marlborough Assessor's Map; and

WHEREAS, the City Council of the City of Marlborough intends to use tax increment financing as an economic development tool created by the Massachusetts Economic Development Incentive Program based on the ability of the City of Marlborough, in accordance with needs and community benefits of a specific project, that are reasonably proportional to the economic development incentives from State and local government and the resulting economic development benefits;

NOW THEREFORE, BE IT RESOLVED by the City Council of the City of Marlborough that the following activities which are necessary to pursue a Certified Project designation be authorized:

1. The City Council of the City of Marlborough hereby requests that the Massachusetts Economic Assistance Coordinating Council approve BJ's Wholesale Club, Inc.'s application for an EDIP Certified Project; and further, that:
 - a. The project is consistent with the City of Marlborough's economic development objectives and is likely to increase employment opportunities for Marlborough residents;
 - b. The project will not overburden the City of Marlborough's infrastructure and utilities;
 - c. The project as described in the proposal has a strong likelihood that it will cause a significant influx or growth in business activity, will create a significant number of jobs, and will contribute significantly to the resiliency of the Marlborough economy; and
 - d. The City Council approves BJ's Wholesale Club, Inc.'s request that the project be designated by the Massachusetts Economic Assistance Coordinating Council as an EDIP Certified Project for twenty (20) years.

2. The City Council of the City of Marlborough agrees to authorize the use of tax increment financing, authorizes the Mayor to enter into a tax increment financing agreement with BJ's Wholesale Club, Inc. and BH GRP TCAM OWNER LLC, and authorizes submission of the tax increment financing agreement (attached hereto) to the Massachusetts Economic Assistance Coordinating Council.

ADOPTED
In City Council
Order No 21-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

TAX INCREMENT FINANCING AGREEMENT BETWEEN
THE CITY OF MARLBOROUGH, BJ'S WHOLESALE CLUB, INC.

AND

BH GRP TCAM OWNER LLC

This TAX INCREMENT FINANCING AGREEMENT (the "TIF Agreement" or the "Agreement") is made by and between the City of Marlborough (the "City"), BJ's Wholesale Club, Inc. (the "Company"), and BH GRP TCAM OWNER LLC (the "Owner").

WHEREAS, the City is a Massachusetts municipal corporation acting through its City Council and Mayor, having its principal office located at City Hall, 140 Main Street, Marlborough, MA 01752; and

WHEREAS, the Company is a Delaware corporation having its global and U.S. headquarters located at 25 Research Drive, Westborough, MA 01581, and is authorized to do business in Massachusetts; and

WHEREAS, the Owner is a Delaware limited liability company having its principal office at 1 Federal Street, 18th Floor, Boston, MA 02110, authorized to do business in Massachusetts, and is the fee owner of the parcel of land with buildings located respectively at 100 and 350 Campus Drive, Marlborough, Massachusetts 01752, as further depicted on Marlborough City Assessor's Map 111, Parcel 1 (the "Property") and which parcel is shown on the map attached to this Agreement; and

WHEREAS, the Company intends to lease from the Owner an approximately 187,825 square feet in two buildings, comprised of 168,581 square feet located at 350 Campus Drive, Marlborough, MA and 19,244 square feet located at 100 Campus Drive, Marlborough together with parking facilities (including a new 120,000 square foot parking structure to be constructed by Owner on site intended to be solely utilized by the Company) and other leasehold improvements located thereon (hereinafter, the leased space is defined as the "Project Area"); and

WHEREAS, beginning on the effective date of this Agreement, the Company plans to create and, maintain over the term of the TIF Agreement, 800 permanent, full-time jobs at the Project Area open to qualified residents of Marlborough ; and

WHEREAS, the improvements to the Project Area are estimated to result in an initial capital investment by the Company of approximately \$26-\$28 million in combined soft, real property and personal property costs (the "Project"); and

WHEREAS, the Owner shall make additional improvements to the Project Area with an estimated initial capital investment of approximately \$8 million related to the construction of the parking structure;

WHEREAS, the parties to the Agreement are desirous of entering into a TIF Agreement which shall pertain solely to the Project Area and not to any other portion of the Property, and which shall be in accordance with the Massachusetts Economic Development Incentive Program (EDIP) and Chapter 23A of the Massachusetts General Laws, as a Local Incentive-Only Project; and

WHEREAS, the City strongly supports increased economic development to provide additional jobs for residents of Marlborough, to expand business within the City, and to develop a healthy robust economy and stronger tax base; and

WHEREAS, the Project and its related job creation will further the economic development goals of the City; and

WHEREAS, by letter dated XXX, the Mayor recommended the TIF Plan and the TIF Agreement to the Marlborough City Council.

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 and in accordance with applicable law, the parties hereby agree as follows:

A. THE CITY'S OBLIGATIONS.

1. The City Council approved the provisions of this TIF Agreement on XXX pursuant to the Resolution attached hereto. The City Council hereby authorizes the Mayor to execute this TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and the Owner with this TIF Agreement's terms. The Mayor is authorized to act for and on behalf of the City in proceedings relating to the approval of this Agreement by the Massachusetts Economic Assistance Coordinating Council (the "EACC").
2. A Tax Increment Financing exemption (the "Exemption") for the Project Area is hereby granted to the Company and the Owner by the City in accordance with Chapter 23A, Section 3E, as amended; Chapter 40, Section 59, as amended; and Chapter 59, Section 5, Cl. Fifty-first, of the Massachusetts General Laws. The Exemption shall be for a period of twenty (20) years (the "Exemption Term"), commencing on July 1, 2022 (the beginning of fiscal year 2023) and ending on June 30, 2042 (the end of fiscal year 2042). The Exemption shall pertain only to real property taxes for the Project Area, and shall provide an exemption from taxation of the new incremental value of the Project Area resulting from the Project, as determined by the City of Marlborough Assessor, according to the following schedule:

**PROJECT AREA'S REAL PROPERTY
TAX EXEMPTION SCHEDULE**

Fiscal Year	Real Property Exemption Percentage
2023	100%
2024	100%
2025	100%
2026	95%
2027	95%
2028	90%
2029	90%
2030	85%
2031	85%
2032	80%
2033	75%
2034	70%
2035	65%
2036	60%
2037	50%
2038	40%
2039	30%
2040	20%
2041	10%
2042	5%

3. The base valuation for the Project Area shall be the Project Area’s assessed valuation in the base year. The Project Area shall be assigned a sub-parcel ID for tax purposes by the Assessor, and the Company and Owner shall provide the Assessor with all information necessary to establish same. The base year is the most recent fiscal year immediately preceding the fiscal year in which the property becomes eligible for the TIF exemption. As provided in 760 C.M.R. 22.05(4)(d), see 402 C.M.R. 2.22, the Project shall become eligible for the Exemption on the July 1st following the date on which the EACC approves the TIF Plan which is expected to be June 17, 2021. Therefore, the exemption is expected to commence on July 1, 2022, which is the beginning of fiscal year 2023. Accordingly, the base year for this TIF Agreement will be fiscal year 2022.

4. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws and in 760 C.M.R. 22.05(4)(b), see 402 C.M.R. 2.22. This adjusted base valuation will remain fully taxable (i.e., the Tax Increment Financing Exemption shall not apply to or be calculated with respect to the adjusted base valuation and no portion of the adjusted base valuation shall be eligible for exemption from Chapter 59 property taxation) throughout the term of this TIF Agreement. Only the increased value or "increment" created by improvements will be the amount eligible for exemption from taxation.

B. THE COMPANY'S OBLIGATIONS AND THE OWNER'S OBLIGATIONS.

1. The City is granting the Tax Increment Financing Exemption for the Project Area in consideration of the following commitments:
 - (a) In anticipation of the receipt of the TIF benefits described in this Agreement, the Company agrees that it will lease the Project Area from the Owner and develop the site into a corporate headquarters site; and
 - (b) As part of leasing the Project Area, the Company agrees that the Company and the Owner will make capital improvements pursuant to the terms of the Project Area lease which are currently estimated to be approximately \$26-\$28 million in combined soft, real property and personal property costs, and construction of a new 120,000 square foot parking structure to be utilized exclusively by the Company on the Project Area at the Property, and that it will timely pay all municipal permit fees required in connection with such improvements and investment;
 - (c) The Company and the Owner agree to timely pay all of the taxes owed to the City by the Company and the Owner, respectively, over the term of this TIF Agreement; and
 - (d) The Company agrees to create and maintain 800 new permanent full-time jobs at the Project Area for permanent full-time employees (as "permanent full-time employee" is defined in 402 C.M.R. 2.03), to be employed at the Project Area as of June 30, 2022 and whose employment by the Company commences on or after the effective date of this agreement ("New Permanent Full-Time Employees"). The new jobs shall be performed, and maintained, in said two buildings at the Project Area until the termination of this TIF Agreement. The new jobs shall not be performed remotely. The following schedule details the Company's schedule of job creation:

SCHEDULE OF JOB CREATION	
End of Fiscal Year(s)	Minimum Cumulative New Permanent
2023	800
2024	800
2025	800
2026	800
2027	800
2028	800
2029	800
2030	800
2031	800
2032	800
2033	800
2034	800
2035	800
2036	800
2037	800

2038	800
2039	800
2040	800
2041	800
2042	800

The Company shall maintain said employment job creation, in accordance with the Schedule of Job Creation referenced above, during the life of the Agreement.

- (e) In meeting its cumulative New Permanent Full-Time Employee commitment above, and consistent with all federal, state and local laws and regulations, the Company may use commercially reasonable efforts to make available application opportunities for the New Permanent Full-Time Employee positions to qualified residents of Marlborough. Determination of whether any individual is qualified for any specific job or position shall be in the Company's sole discretion, and nothing herein shall be deemed to create any obligation of the Company to hire any of said residents. The Company will meet its obligation to make such application opportunities available to such residents if, in conjunction with the Mayor's office and the Marlborough Economic Development Corporation, the Company conducts a job fair in Marlborough for staffing its Project Area.
2. The Company shall submit annual written reports on job creation and maintenance at, job relocation to, and new investments at, the Project Area to the City of Marlborough Board of Assessors and Mayor and to the EACC by the end of December of each calendar year with respect to the immediately preceding fiscal year during which this TIF Agreement is in effect. Reports shall be submitted for fiscal year 2023 and for every fiscal year thereafter falling within the term of this TIF Agreement; thus, the report for fiscal year 2023, ending on June 30, 2023, shall be submitted by the end of December 2023. In addition to information that may be required by the EACC pursuant to 402 C.M.R. 2.14, the annual report shall be comprised of the following information:
- (a) Employment levels at the Project Area at the beginning and end of the reporting period, with a designation of the number of employees that are net new employees as of the effective date of this Agreement and the number of employees that were employed by the Company in Massachusetts prior to the effective date of this Agreement;
 - (b) The specific number of Marlborough residents respectively employed at the Project Area at the beginning and at the end of the reporting period;
 - (c) An accounting of the commercially reasonable efforts made by the Company to make New Permanent Full-Time Employee positions available to qualified residents of Marlborough;
 - (d) A narrative of the reasonable efforts made by the Company to solicit Marlborough businesses, vendors and suppliers to participate in requests for quotations for goods and services to be purchased by the Company as part of the Project, including but not

limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project (collectively, "Engage Local Businesses");

- (e) The Company's financial contribution to the City (including property taxes, motor vehicle excise taxes, and water and sewer fees) for the fiscal year; and
- (f) A description of any private investment, including but not limited to donations and/or perpetual maintenance of land for recreational purposes, made by the Company for the benefit of the community during the reporting period.

During the term of this TIF Agreement, the Company and the Owner shall provide the City with any and all information reasonably related to the Project Area including the Company's and the Owner's improvements to the Project Area as the City may deem necessary to monitor the Company's compliance with this TIF Agreement.

3. The Tax Increment Financing Exemption percentage applicable to the tax exemption schedule above will automatically be adjusted downward in any particular fiscal year that the Company does not meet its minimum cumulative New Permanent Full-Time Employee requirements described in the Schedule of Job Creation above. Under this Paragraph 3, the exemption percentage applicable to the exemption schedule above will be adjusted for the fiscal year beginning after the job requirement date, utilizing the following formula:

$$\frac{\text{(Actual Cumulative New Permanent Full-Time Employee Level / Minimum Cumulative New Permanent Full-Time Employee Requirement)}}{\text{Scheduled Exemption Percentage}} = \text{Actual Exemption Percentage.}$$

For example, if the actual cumulative New Permanent Full-Time Employee level at the end of FY 2024 is 400 instead of 800, then the real property tax exemption percentage otherwise applicable for FY 2025 would be $(400/800) \times 100\%$, or 50%.

The exemption percentages applicable to the tax exemption schedule above will, for later fiscal years, revert back to the original exemption schedule if the Company restores the job level based on the minimum cumulative New Permanent Full-Time Employee requirement for that later year. If the Company meets or exceeds its minimum cumulative New Permanent Full-Time Employee requirements, the exemption schedule will not be adjusted.

4. The Company will be in default of its respective obligations under this TIF Agreement if the City determines that the Company fails to meet or comply with any of the requirements specified in Section B of this TIF Agreement, and the City further determines that such failure continues or remains uncured for one hundred eighty (180) days (or such longer time as the City may deem appropriate under the circumstances) after the date of written notice, provided by the City to the Company, explaining in

reasonable detail the grounds for or nature of such failure. Upon the City's determination that any default by the Company has continued or remained uncured for such period after the date of such written notice, the City may take such action as it deems appropriate to enforce the Company's obligations under this TIF Agreement, including but not limited to a request that EACC revoke its certification of the Project for eligibility for a Tax Increment Financing Exemption; any such request would be in addition to the automatic downward adjustment of the exemption schedules, as described in Section B.3 above. Upon any such decertification, the City shall have the right, upon written notice to the Company, to terminate the Tax Incremental Financing Exemption benefits described in Paragraph 2 of Section A, commencing as of the fiscal year in which the City has determined the Company to be in default or, if such benefits have already been received by the Company, for the fiscal year in which the City has determined the Company to be in default, commencing as of the fiscal year immediately following that fiscal year. Any notice required hereunder shall be effective upon receipt.

5. In addition to discontinuance of benefits as set forth in Paragraph B(4) above, if the Agreement is decertified because the Company has failed to satisfy any of the requirements in Section B, then, pursuant to Massachusetts General Laws Chapter 23A, Section 3F(e), the City may recapture the value of any taxes not paid due to the Exemption provided herein. Said recapture shall be made through a special assessment on the Company in the municipal fiscal year that follows the EACC's decision to revoke project certification. The assessment, payment, and collection of said special assessment shall be governed by procedures provided for the taxation of omitted property pursuant to Massachusetts General Laws Chapter 59, Section 75, notwithstanding the time period set forth in said Chapter 59 for which omitted property assessments may be imposed for each of the fiscal years included in the special assessment. This paragraph does not provide for any right of recapture against the Owner or the Property.
6. The City shall be given sixty (60) days' written notice prior to any Company announcement to the general public (specifically excluding any communications to the Owner or the Company's employees) of a proposed move from, vacation of, abandonment of, or other failure to maintain operations at, the Project Area during the term of this Agreement, unless such notice would be in violation of any law, regulation or contractual obligation of the Company. Said notice shall identify the prospective new tenant, if any; may include information about such prospective new tenant which is not otherwise subject to a confidentiality agreement; and shall be given to: Mayor's Office and to the Board of Assessor's Office, City Hall, 140 Main Street, Marlborough, MA 01752. Said notice will be the confidential information of Company, and the City shall not, except as required by law, disclose any information provided by the Company regarding any proposed disposition of the Project Area or any portion thereof by the Company or the Owner.
7. The Company shall use reasonable efforts to Engage Local Businesses to participate in requests for quotations for goods and services to be purchased by the Company as part of the Project, including but not limited to the improvements to the Project Area, as

well as the purchase of new machinery and equipment as part of the Project. So long as the Company contacts the Marlborough Economic Development Corporation at the later of: (i) the beginning of the Project, or (ii) within a reasonable amount of time after the Agreement has been executed by all parties, with a description of the qualifications of the local businesses, vendors and suppliers from whom, at that time, the Company is seeking requests for quotations, the Company shall be deemed to have made reasonable efforts to Engage Local Businesses under this Section 7. However, the extent to which the Company shall hire or purchase from local businesses, vendors and suppliers under this Section 7 shall be in the Company's sole discretion, and nothing herein shall be deemed to require the Company to hire or purchase from local businesses, vendors and suppliers.

C. OTHER CONSIDERATIONS.

1. Pursuant to 760 C.M.R. 22.05(8)(d), *see* 402 C.M.R. 2.22, this Agreement shall be binding upon the Company and its successors and assigns, and upon the Owner and its successors and assigns, and upon the City and its successors and assigns, so long as the Project's certification has not been revoked by EACC.
2. This Agreement is subject to M.G.L. Chapter 23A, Sections 3A-3F inclusive; M.G.L. Chapter 40, Section 59; and M.G.L. Chapter 59, Section 5, Cl. Fifty-first.
3. The Owner shall pass along to the Company all real property tax savings resulting from this Agreement. No other building or structure (or portion thereof) at the Property shall be eligible for a Tax Increment Financing Exemption, unless specifically authorized by a separate tax increment financing agreement. The parties acknowledge and agree that there is no public construction contemplated by this Agreement and, therefore, no betterment schedule referred to in Massachusetts General Laws Chapter 40, Section 59 is required.
4. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
5. The effective date of this Agreement shall be June 17, 2021, the (presumptive) date of the Economic Assistance Coordinating Council's approval of the EDIP Preliminary Application and TIF Agreement.
6. All notices, reports or other communications required or permitted under this TIF Agreement must be in writing signed by a duly authorized representative of the City, Company, or Owner, as the case may be, and shall be (i) hand delivered, (ii) delivered by a nationally recognized overnight delivery service, or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

CITY: City of Marlborough
City Hall, 4th Floor
Attention: Mayor's Office
140 Main Street
Marlborough, MA 01752

With a copy to: Legal Department at same address

COMPANY: BJ's Wholesale Club, Inc.
Attention: Vice President Real Estate
25 Research Drive
Westborough, MA 01581

cc: General Counsel
25 Research Drive
Westborough, MA 01581

OWNER: BH GRP TCAM OWNER LLC
c/o Greatland Realty Partners
Attention: Philip Dorman
1 Federal Street, 18th Floor
Boston, MA 02110

cc: Goulston & Storrs PC
Attention: Kevin Renna
400 Atlantic Avenue
Boston, MA 02110

7. This TIF Agreement may be executed in counterparts by the parties, and each such counterpart shall be considered an original and all such counterparts shall constitute one and the same instrument.
8. This TIF Agreement may be amended, changed, modified, or altered only by a written instrument signed by the parties to this TIF Agreement. This Agreement and the terms contained herein shall not be altered without prior authorization from the EACC and a written amendment to this Agreement.
9. This TIF Agreement shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts. The rights and obligations of the parties hereto shall be construed and enforced in accordance with, and governed by, the laws of the Commonwealth of Massachusetts.

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

AGREED TO:

COMPANY

BJ'S WHOLESALE CLUB, INC.

By: _____
Name: _____
Title: _____

Dated: _____, 2021

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2021, before me, the undersigned notary public, personally appeared _____, _____ of BJ's Wholesale Club, Inc. and proved to me through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the preceding or attached document.

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 _____, _____ of the Company, is authorized to execute binding agreements on the Company's behalf, including without limitation this Agreement.

The undersigned has executed this certificate as of this date.

Name:
Title:
Dated: _____

OWNER

BH GRP TCAM OWNER LLC

By its Manager:

Dated: _____, 2021

[name]
Manager

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2021, before me, the undersigned notary public, personally appeared _____, as manager of OWNER, and proved to me through satisfactory evidence of identification, which was _____, that s/he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

CERTIFICATE OF AUTHORITY

The undersigned, _____, hereby certifies as follows:

1. The undersigned is the _____ of the Owner.
2. The undersigned hereby certifies that _____ of the Owner, is authorized to execute binding agreements on the Owner's behalf, including without limitation this Agreement.

The undersigned has executed this certificate as of this date.

Name:

Title: _____
Dated: _____

CITY OF MARLBOROUGH

By: _____
Arthur G. Vigeant
Mayor
City of Marlborough

Dated: _____, 2021

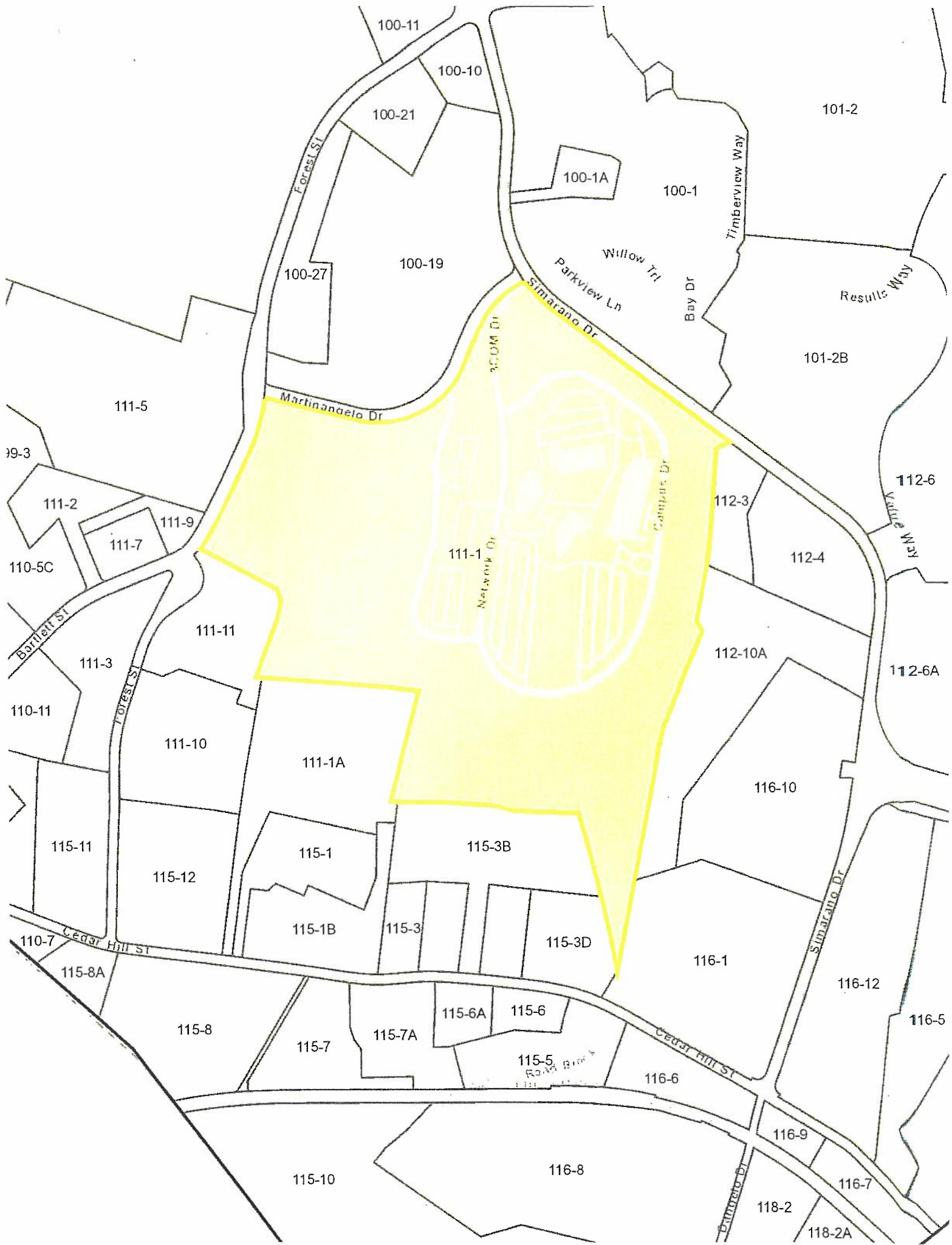
COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2021, before me, the undersigned notary public, personally appeared Arthur G. Vigeant, as Mayor of the City of Marlborough, and proved to me through satisfactory evidence of identification, which was _____, that he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

ATTACHMENT
Property Map





City of Marlborough
Planning Board

PLANNING BOARD

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
21 APR 28 A 11:00

Administrative Office
135 Neil St.
Marlborough, MA 01752

Barbara L. Fenby, Chair
Philip Hodge
Sean N. Fay
George LaVenture
Christopher Russ
Matthew Elder
Katlyn Miller, Administrator
(508) 624-6910 x33200
kmiller@marlborough-ma.gov

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

RE: Council Order #21-1008216, Proposed Zoning Amendment to Chapter 650, to amend Section 33 of the Results Way Mixed – Use Overlay District

Honorable President Ossing and Councilors:

At its regularly scheduled meeting on 4/26/2021, the Planning Board voted to send a favorable recommendation to the City Council on the above-referenced Proposed Zoning Amendment, with the following conditions:

- that any biosafety hazard level 3 lab shall only be allowed by special permit from the City Council, and;
- that adequate oversight is provided by the required City and State Departments to ensure the safe installation, operation, and when required, decommissioning of any proposed Level 3 Bio Hazard facility, and;
- that any such facility's inspection and certification reports be made available to the City, and;
- that adequate oversight is provided by the required City and State Departments to ensure safe manufacture, storage, production, use, and disposal of toxins with an Acute Toxicity Category 1 or are carcinogens or neurotoxins, and;
- that any spills or leakage of Acute Toxicity Category 1 substances including carcinogens and neurotoxins that could result in groundwater contamination or exposure of the public be immediately reported to the appropriate City and State Departments, and;
- that the development agreement and master plan require, and Greatland create, recreational opportunities and pedestrian amenities throughout the site and adjoining facilities

The vote was 5-1 on the recommendation, with members Fenby, Fay, Hodge, LaVenture, and Russ voting in favor and member Elder opposed.

Sincerely,

Barbara L. Fenby
Chairperson

Enclosure

cc: Building Commissioner
City Clerk

PETITION FOR MANHOLE AND DUCT LOCATIONS

RECEIVED
April 29 2021
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

To the City Council
of the City of Marlborough, Massachusetts

2021 MAY -4 P 1:35

MASSACHUSETTS ELECTRIC COMPANY requests permission to locate manholes, wires, and ducts, including the necessary sustaining and protecting fixtures, along and across the following public way:

Donald Lynch Blvd

Install 280' of 4-5" conduit from MH 10 to P93

Wherefore it prays that after due notice and hearing as provided by law, it be granted a location for and permission to install and maintain manholes, ducts and wires, together with such sustaining and protecting fixtures as it may find necessary, said manholes and ducts to be installed substantially in accordance with the plan filed herewith marked--

MASSACHUSETTS ELECTRIC COMPANY

Plan No. **29951399** Dated: **2/4/2021**

MASSACHUSETTS ELECTRIC COMPANY

By: Robert Leonida
Manager of Distribution Design 

ORDER FOR MANHOLE AND DUCT LOCATIONS

April 29, 2021

By the City Council
of the City of Marlborough, Massachusetts

Notice having been given and a public hearing held, as provided by law,
IT IS HEREBY ORDERED:

that **MASSACHUSETTS ELECTRIC COMPANY** be and it is hereby granted permission to excavate the public highways and to run and maintain underground electric conduits, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the **29th day of April, 2021**

All construction under this order shall be in accordance with the following conditions:--

Manholes and ducts shall be set substantially at the points indicated upon the plan marked--

MASSACHUSETTS ELECTRIC COMPANY

Plan No. **29951399**

Dated: **2/4/2021**

The following are the public ways or parts of ways along which the manholes/ducts above referred to may be installed, and the number of manholes/ducts which may be installed thereon under this order:--

Donald Lynch Blvd

Install 280' of 4-5" conduit from MH 10 to P93

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Marlborough, Massachusetts held on the _____ day of _____ 2021

Clerk of Council

Received and entered in the records of location orders of the City of Marlborough, Massachusetts

Book: _____ Page: _____

City Clerk

We hereby certify that on _____, 20_____, at _____ o'clock, _____ M
at _____ a public hearing was held on the petition of

MASSACHUSETTS ELECTRIC COMPANY for permission to construct the underground electric conduits described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to construct the underground electric conduits under said order. And that thereupon said order was duly adopted.

Council of the City of

Marlborough, Massachusetts

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the City Council of the City of Marlborough, Massachusetts, on the _____ day of _____ 2021 and recorded with the records of location orders of said City, Book _____, Page _____.

This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
City Clerk

Pole & UG Petition/Permit Request Form

City (circle one) Town of Marlborough WR # 29951399

Install (quantity) SO JO Poles on (street name)

Remove (quantity) SO JO Poles on (street name)

Relocate (quantity) SO JO Poles on (street name)

Beginning at a point approximately 0 feet N/A of the centerline of the intersection of Donald Lynch Boulevard @ Bigelow Street

and continuing approximately 280' feet in a North direction.

Install underground facilities:

Street(s) Donald Lynch Boulevard @ Bigelow Street

Description of Work Install 280' of 4-5" Conduit from MH10 to P93

ENGINEER Josh Pacheco

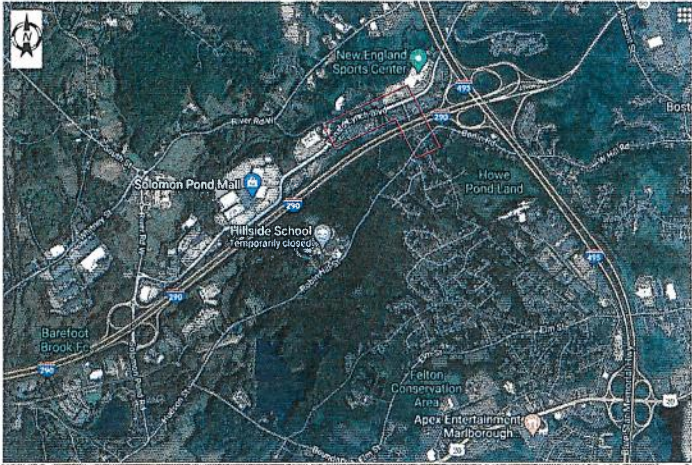
DATE 2/4/2021

DISTRIBUTION CIVIL DRAWINGS



NORTH MARLBORO SUBSTATION EXPANSION

DONALD LYNCH BOULEVARD MARLBOROUGH, MA

DRAWING LIST	
DRAWING NO.	CONTENTS
GO	COVER
G1	GENERAL NOTES, ABBREVIATIONS, AND LEGEND
SK200	OVERALL LAYOUT
SK201-SK203	PLAN AND PROFILE
SK300	MH DETAILS
SK301	DUCT BANK DETAILS
SK302	MH CARDS
SK500	TYPICAL CONDUIT TERMINATIONS DETAILS



LOCATION MAP
N.T.S

					 MARLBORO SUB EXPANSION MARLBOROUGH, MA
REV	DESCRIPTION	DATE	DES	CHK	
A	INITIAL RELEASE	1/28/2011	MF	JPP	JPP
					2/28/2011 DATE 6-0 SHEET

GENERAL NOTES:

- CONTRACTOR TO PROVIDE AS-BUILT INFORMATION 15 DAYS AFTER COMPLETION OF CONDUIT INSTALLATION WORK.
- THE LOCATIONS OF UNDERGROUND STRUCTURES SHOWN HEREIN ARE DEPICTED ACCORDING TO THE BEST AVAILABLE INFORMATION. THEY ARE NOT GUARANTEED TO BE CORRECT OR COMPLETE. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO CONFIRM ALL CONDITIONS IN THE FIELD AND MAKE ADJUSTMENTS AS REQUIRED TO ACCOMMODATE THE WORK BY GETTING APPROVAL FROM NATIONAL GRID CONSTRUCTION MANAGEMENT FIRST. IT IS ASSUMED ALL PREMISES HAVE WATER, GAS, TEL, ELEC, SEWER, ETC. LATERAL CROSSINGS WHICH SHOULD BE INCLUDED IN THE BASE BID.
- ANY QUESTIONS REGARDING THE CIVIL ENGINEERING DESIGN OF THESE CONSTRUCTION PLANS SHOULD BE REFERRED TO DISTRIBUTION ENGINEER
- DO NOT DEVIATE FROM THESE PLANS WITHOUT FIRST CONTACTING NATIONAL GRID CIVIL CONSTRUCTION SUPERVISOR.
- ALL UNDERGROUND CONSTRUCTION SHALL BE INSPECTED AND APPROVAL BY NATIONAL GRID PERSONAL. PRIOR TO CONCRETE ENCASUREMENT AND BACKFILL, CONTRACTOR SHALL MANHOLE, PROVE, AND INSTALL MULE TAPE IN ALL CONDUITS PER NATIONAL GRID CONSTRUCTION STANDARDS UNDER SUPERVISION OF NATIONAL GRID CONSTRUCTION SUPERVISOR
- CONTRACTOR TO ARRANGE TO HAVE ALL FOREIGN UTILITIES VERIFY THEIR LOCATIONS IN THE FIELD PRIOR TO START OF EXCAVATION WORK BY CONTACTING DIG SAFE AT 781.7.1-888-DIG-SAFE. NOT ALL UTILITY SERVICES TO PROPERTIES ARE SHOWN ON THESE PLANS. REFER TO NOTE 2 ABOVE.
- PROTECT ALL MUNICIPAL, STATE, AND FEDERAL SURVEY CONTROL MONUMENTS AND BENCH MARKS. CONTRACTOR TO CONTACT RESPECTIVE MUNICIPAL ENGINEERING DEPARTMENTS FOR TYPES AND LOCATIONS BEFORE STARTING WORK AS REQUIRED.
- PROTECT ALL PLANTS AND TREES AND THEIR ROOT SYSTEMS FROM MECHANICAL AND ENVIRONMENTAL DAMAGE DURING EXCAVATION. BACKFILL ROOT AREAS WITH SOIL HAVING TEXTURE AND FERTILITY TO SUSTAIN FROM TRENCH PRIOR TO PLACING CONDUIT. CONTRACTOR IS RESPONSIBLE FOR THE INSTALLATION AND MAINTENANCE OF NECESSARY EROSION CONTROL (SILT SOCKS, HAY BALS, CHECKS DAMS, ETC) APPROVED BY STATE, CITY/TOWN, AND DEVELOPMENT CORPORATION AS REQUIRED FOR THE DURATION OF THE PROJECT.
- THE FOLLOWING MINIMUM CLEARANCES SHALL BE MAINTAINED UNLESS OTHERWISE NOTED:

UTILITY	CROSSING	PARALLEL
GAS MAIN	12"	12"
GAS SERVICE	12"	12"
WATER MAIN	12"	12"
WATER SERVICE	12"	12"
TELEPHONE/COMMUNICATION FACILITIES	12"	12"
STORM & SANITARY SEWERS	12"	12"
RAIL ROAD CROSSINGS	50"	50"

PLEASE NOTE, ANY DEVIATIONS FROM THESE MINIMUM CLEARANCES MUST BE REVIEWED AND APPROVED BY NATIONAL GRID & ENGINEER.

UTILITY SERVICES AND LATERALS TO BUILDINGS ARE NOT SHOWN ON THESE PLANS. CONTRACTOR TO VERIFY THEIR LOCATIONS IN THE FIELD AND SUPPORT, PROTECT, MAINTAIN, AND WORK AROUND THEM AS REQUIRED IN ORDER TO COMPLETE THE PROPOSED WORK.
- ALL CONTRACTORS SHALL COMPLY WITH MINIMUM WORKING CLEARANCES FROM ALL ENERGIZED OVERHEAD EQUIPMENT AND CONDUCTORS PER OSHA REGULATIONS 1910.333. IF MINIMUM WORKING CLEARANCES CAN NOT BE MET, CONTRACTOR MUST CONTACT NATIONAL GRID TO EVALUATE ALTERNATIVE MEASURES, THESE MEASURES MAY INCUR ADDITIONAL COSTS.
- CONDUIT TO BE PLACED AT MINIMUM 30" BELOW ELEVATION OF NEAREST PORTION OF ROAD PAVEMENT UNLESS OTHERWISE NOTED. MANHOLE ROOF TO HAVE A MINIMUM 18" OF COVER FROM FINISH GRADE UNLESS OTHERWISE NOTED.
- ALL WORK SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND MUNICIPAL CODES, AS WELL AS THE REQUIREMENTS OF THE NATIONAL ELECTRIC SAFETY CODE, OSHA REGULATIONS AND NATIONAL GRID CONSTRUCTION STANDARDS/REQUIREMENTS.
- AREAS WHERE EXCAVATION IS IN ROCK LEDGE, PROVIDE A SIX (6) INCH MINIMUM SELECT FILL CUSHION AROUND CONDUITS AND TWELVE (12) INCH CUSHION AROUND MANHOLE.
- CONTRACTOR SHALL COMPLY WITH ALL APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS REGARDING REMOVAL AND/OR DISPOSAL OF ANY AND ALL EQUIPMENT AND MATERIALS.
- CONTRACTOR SHALL MAINTAIN A FULL SIZE SET OF SCALED DRAWINGS (100% OF ALL PRINTS) ON SITE AT ALL TIMES DURING THE WORK.

PLEASE NOTE:
THE 12" MINIMUM CLEARANCES FROM OTHER UTILITIES SHALL BE MAINTAINED WHEREVER POSSIBLE. IF THE 12" MINIMUM CLEARANCE CANNOT BE ACHIEVED IN THE FIELD, CONTRACTOR TO USE ACCEPTABLE ALTERNATIVE MEANS TO PROTECT THE OTHER UTILITIES AND/OR OBTAIN APPROVAL FROM THE UTILITY OWNER FOR LESS THAN MINIMUM CLEARANCE.

DISTRIBUTION DRAWING: REFER TO DRAWINGS.
CIVIL & PROFILE DRAWINGS: SK-200, SK-201, SK-202, SK-203
PROPOSED MANHOLE DRAWING: SK-700
DETAIL DRAWING: SK-500, SK-502, SK-503

ABBREVIATIONS

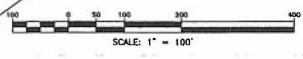
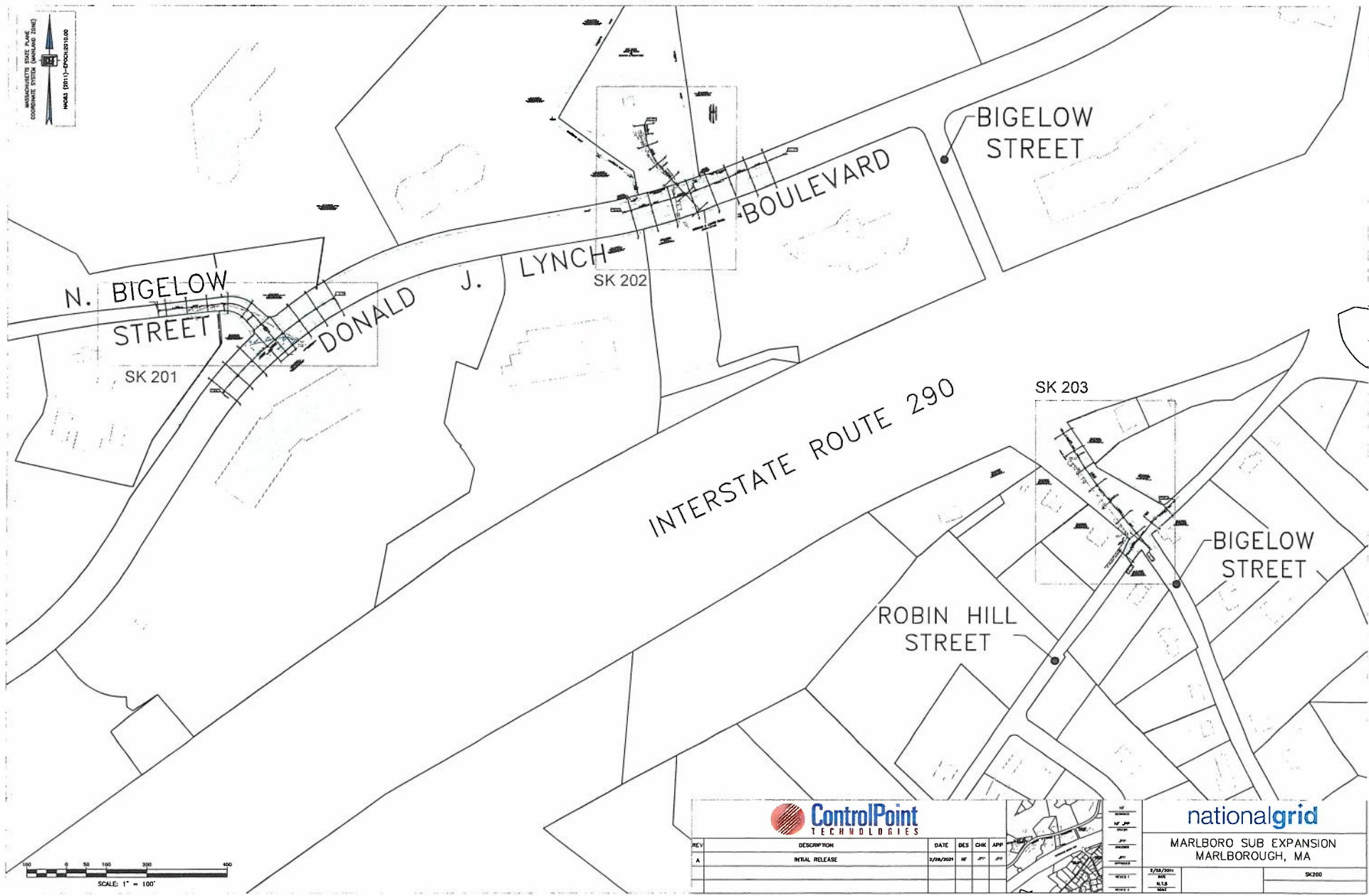
- NOTE: NOT ALL ABBREVIATIONS LISTED BELOW ARE USED FOR THIS PROJECT
- # NUMBER
 - # AND
 - # AT
 - > GREATER THAN
 - < LESS THAN
 - # DIAMETER
 - # IMPERE
 - ASAM ABANDONED
 - ASAW ABANDONED
 - AC AIR CONDITONER
 - AC ALTERNATING CURRENT
 - APPROX APPROXIMATE
 - APP APP
 - BT BOTTOM OF
 - BIT BITUMENOUS
 - BLDG BUILDING
 - BVCS BEGIN VERTICAL CURVE ELEVATION
 - BVCS BEGIN VERTICAL CURVE STATION
 - C/C CENTER TO CENTER
 - CB CATCH BASIN
 - CI CAST IRON
 - CL CENTERLINE
 - CLR CLEAR
 - CMP CORRUGATED METAL PIPE
 - CMPA CORRUGATED METAL PIPE ARCH
 - CMT COMPACT CABLE
 - COM COMMUNICATIONS
 - CONC CONCRETE
 - CP CONTROL POINT
 - CS CARBON STEEL
 - CU COPPER
 - CW CLEAN WATER
 - D DIAMETER
 - DC DIRECT CURRENT
 - DI DUCTILE IRON
 - DIA DIAMETER
 - DHM DRAIN MANHOLE
 - DWG DRAWING
 - E EAST
 - EL ELEVATION
 - ELEC ELECTRIC
 - ELEV ELEVATION
 - EMH ELECTRIC MANHOLE
 - EOP EDGE OF PAVEMENT
 - EXE EXISTING UNDERGROUND ELECTRIC
 - EXT EXISTING UNDERGROUND TELEPHONE
 - EXKE EXISTING VERTICAL CURVE ELEVATION
 - EXKS EXISTING VERTICAL CURVE STATION
 - EW EACH WAY
 - EX, EXIST EXISTING
 - FYE FINISH FLOOR ELEVATION
 - FW FORCE MAIN
 - FO FIBER OPTIC
 - GALV GALVANIZED
 - GEN GENERATOR
 - GRM GRANITE
 - HDD HORIZONTAL DIRECTIONAL DRILLING
 - HOPE HIGH DENSITY POLYETHYLENE
 - HM MANHOLE
 - HV HIGH VOLTAGE
 - INVERT
 - KILOVOLT-KILOWATT
 - LENGTH
 - LINEAR FOOT
 - LOW VOLTAGE
 - M METER
 - MANHOLE
 - MH MANHOLE
 - MH MINOR
 - MISC MISCELLANEOUS
 - MJ MECHANICAL JOINT
 - MW MONITORING WELL
 - N NORTH
 - N/F NOW OR FORMERLY
 - NOVO NATIONAL GEODETIC VERTICAL DATUM
 - NOSSH NATIONAL INSTITUTE OF OCCUPATIONAL SAFETY AND HEALTH
 - PC POINT OF CURVATURE
 - PCB POLYCHLORINATED BIPHENYL
 - PE POLYETHYLENE
 - PCLC PAPER IN LEAD COVERED CABLE
 - PV POST INDICATOR VALVE
 - PROP PROPOSED
 - PT POINT, POINT OF TANGENCY
 - PCV POLYVINYL CHLORIDE
 - PIV POINT OF VERTICAL INTERSECTION
 - R RADIUS
 - RCF REINFORCED CONCRETE PIPE
 - RETD REQUIRED
 - RET RETAINING
 - RR RAIL ROAD
 - S SLOPE
 - SCADA SUPERVISORY CONTROL AND DATA ACQUISITION
 - SCH SCHEDULE
 - SD STORM DRAIN
 - SP SQUARE FEET
 - SMH SANITARY MANHOLE
 - SO SQUARE
 - SS STAINLESS STEEL
 - STA STATION
 - STL STEEL
 - STORM STORMWATER
 - TOP AND BOTTOM
 - TY TELEPHONE
 - TY TELEVISION
 - TY TYPICAL
 - UE UNDERGROUND ELECTRIC
 - UND UNDERGROUND
 - UNO UNLESS NOTED OTHERWISE
 - V VOLT
 - VV VOLT-AMPERE REACTIVE
 - VC VERTICAL CURVE
 - VCP VERTICAL CURVE POINT
 - VERT VERTICAL
 - VP VALVE PIT
 - W WATER

LEGEND

- EXISTING**
- PROPERTY BOUNDARY
 - TRANSPORTER PATH
 - RAIL ROAD TRACKS
 - BASELINE
 - UNDERGROUND DUCT BANK
 - 2" W/ MANHOLE
 - 2" W/ DOUBLE ENTRY MANHOLE
 - 3" W/ MANHOLE
 - AC ASPHALT CURB
 - ASW ASPHALT SIDEWALK
 - BC=123.0 BOTTOM OF CURB ELEVATION
 - BP BUMPER POST/BOLLARD
 - BWF BARBED WIRE FENCE
 - CB CATCH BASIN
 - CHH CABLE TV HAND HOLE / PULL BOX
 - CLT CONCRETE
 - CPAD CONCRETE PAD
 - CSW CONCRETE SIDEWALK
 - DHM DRAIN MANHOLE
 - EBOX ELECTRICAL BOX
 - EMH ELECTRIC HAND HOLE / PULL BOX
 - EM ELECTRIC METER
 - EMH ELECTRIC MANHOLE
 - EGG EDGE OF GRAVEL
 - EOP EDGE OF PAVEMENT
 - GC GRANITE CURB
 - GG GAS GATE
 - GM GAS METER
 - GP GUY POLE
 - GW GUY WIRE
 - HYD HYDRANT
 - I=23.4 / INV=56.7 INVERT ELEVATION
 - LP=52.0 LIGHT POLE
 - LS LANDSCAPE AREA
 - MAG MAGNETIC SURVEY RAIL
 - MB MAIL BOX
 - MANHOLE
 - RCB ROUND CATCH BASIN
 - RET-WALL RETAINING WALL
 - SOC SLOPE CONCRETE CURB
 - SGC SLOPE GRANITE CURB
 - SGR STEEL GUARD RAIL
 - SHRUB SHRUB
 - SMH SIGN
 - +123.45 SEWER MANHOLE
 - +123.4 SPOT ELEVATION, HARD SURFACE
 - TC=236.36 TOP OF CURB ELEVATION
 - TOC=234.56 TOP OF CONCRETE ELEVATION
 - THH TELEPHONE HAND HOLE/PULL BOX
 - TMH TELEPHONE MANHOLE
 - TRANSF TRANSFORMER
 - UP UTILITY POLE
 - UP WITH UTILITY POLE WITH LIGHT
 - WG WATER GATE
- PROPOSED**
- IRON PIPE
 - STONE BOUND DRILL HOLE
 - STEEL SURVEY MARKER
 - FOUND
 - SET
- SURVEY MONUMENTS**

MARLBORO SUB EXPANSION MARLBOROUGH, MA						3/28/2016 DATE SHEET G-1	
REV	DESCRIPTION	DATE	DES	CHK	APP		
A	INITIAL RELEASE	3/28/2016	WF	JPT	JPT		

MASSACHUSETTS STATE PLANE
 COORDINATE SYSTEM (MARLBOROUGH ZONE)
 NAD83 (2011)-PROJCRS1100



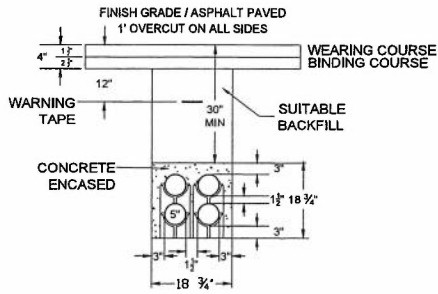
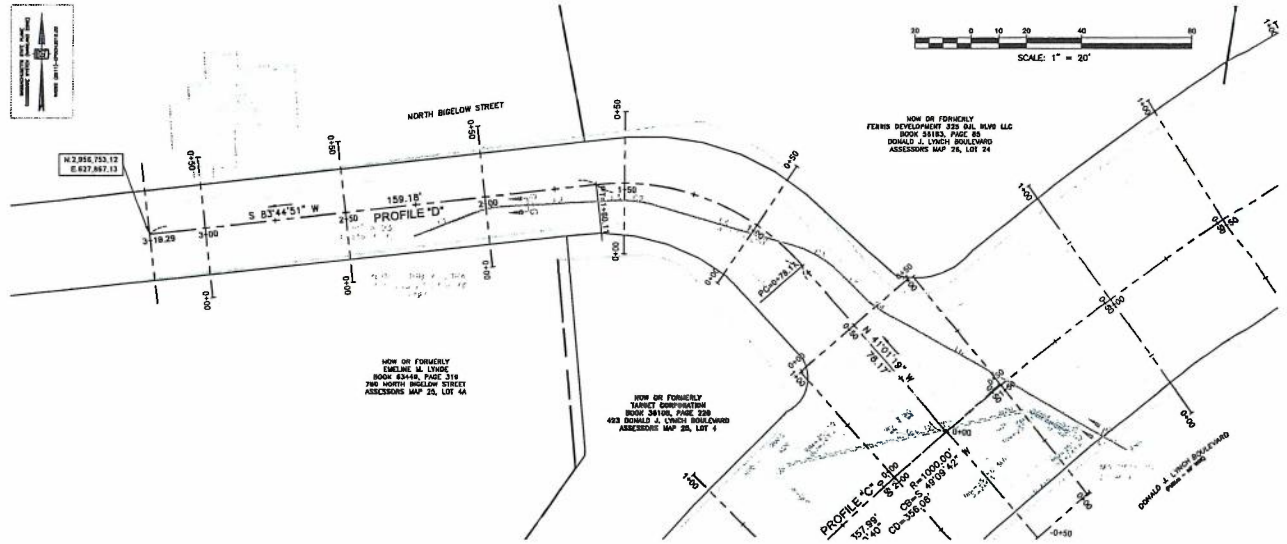
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MARLBORO SUB EXPANSION
MARLBOROUGH, MA

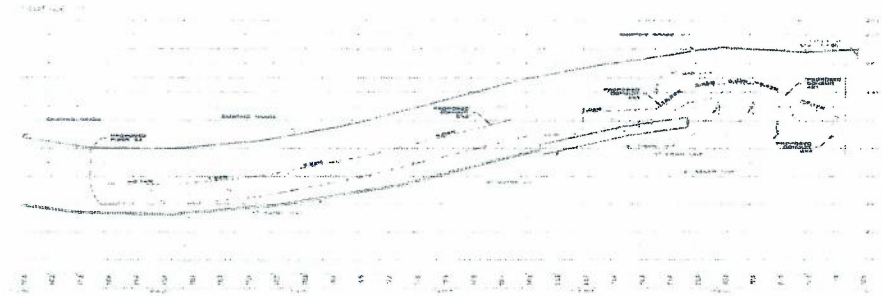
3/15/2022 MIC NLCB SDC	SK200
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L2	3.106	N87° 05' 26.85"E	N 246396.907 E:52332.775	N 246396.907 E:52332.775
L3	0.313	N89° 00' 56.22"E	N 246397.064 E:52335.877	N 246397.064 E:52335.877
L4	4.244	S73° 56' 12.61"E	N 246396.940 E:52337.169	N 246396.940 E:52337.169
L5	0.915	S44° 43' 08.17"E	N 246394.906 E:52342.698	N 246394.906 E:52342.698
L6	7.935	S60° 46' 25.28"E	N 246393.574 E:52344.317	N 246393.574 E:52344.317

CURVE DATA TABLE				
ID	LENGTH	CHORD DIRECTION	START POINT	END POINT
C1	1.052	N78° 02' 49.07"E	N 246395.689 E: 52332.775	N 246395.907 E:52332.775
C2	0.992	S82° 27' 38.20"E	N 246397.070 E: 52337.169	N 246396.940 E:52337.169
C3	1.700	S59° 18' 40.89"E	N 246395.764 E: 52342.698	N 246394.906 E:52342.698
C4	1.196	S55° 00' 07.41"E	N 246394.256 E: 52344.317	N 246393.574 E:52344.317



DUCT PROFILE 'G-G'
4-5"



REV
A



DESCRIPTION
INITIAL RELEASE

DATE	DES	CHK	APP
1/28/2021	WF	JPP	

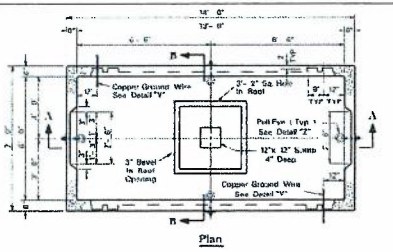


nationalgrid

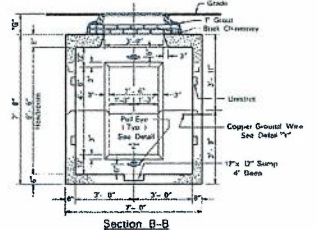
MARLBORO SUB EXPANSION
MARLBOROUGH, MA

DATE	DES	CHK	APP
2/28/2018	WF	JPP	

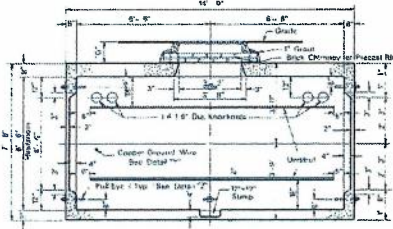
SK201



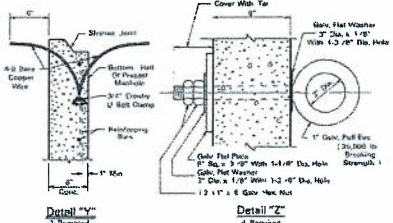
Plan



Section B-B



Section A-A

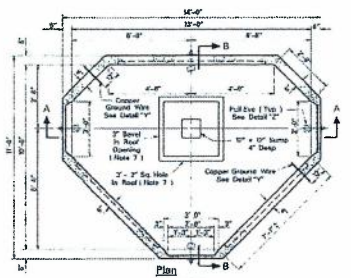


Detail Y-Y

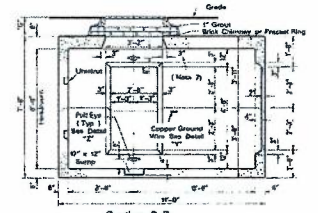
Detail Z-Z

Note: Construction joints to be sealed with sealant or equivalent.

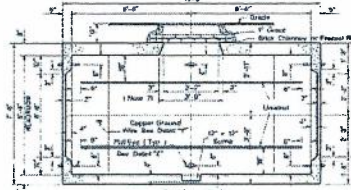
TYPICAL 2-WAY MANHOLE DETAIL



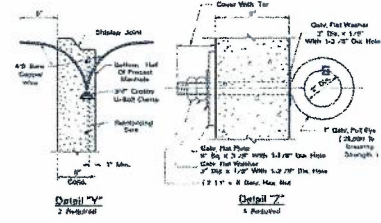
Plan



Section B-B



Section A-A



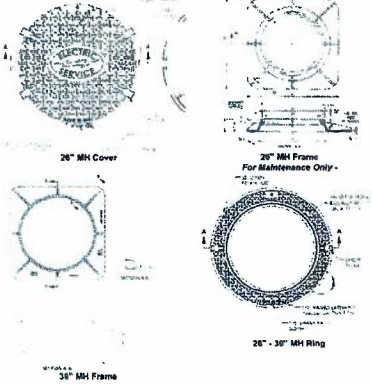
Detail Y-Y

Detail Z-Z

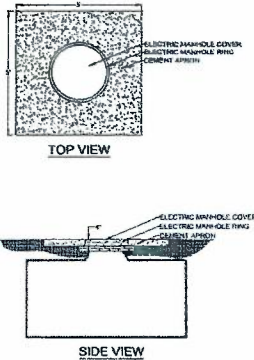
TYPICAL 3-WAY MANHOLE DETAIL

MANHOLE COVER & FRAME, 24" - 36"

Cast iron frame with ductile iron solid cover and ring designed for highway loading. To be in accordance with National Grid Material Specifications MS-3758 (24" cover), MS-3746 (24" frame), MS-3748 (30" frame), MS-3751 (30" - 36" ring).



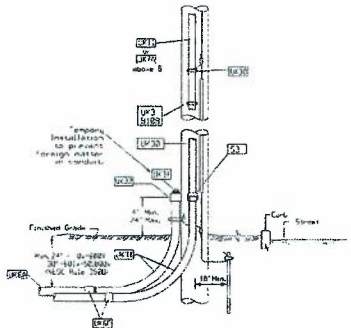
MANHOLE COVER AND FRAME DETAIL



TOP VIEW

SIDE VIEW

CONCRETE APRON DETAIL

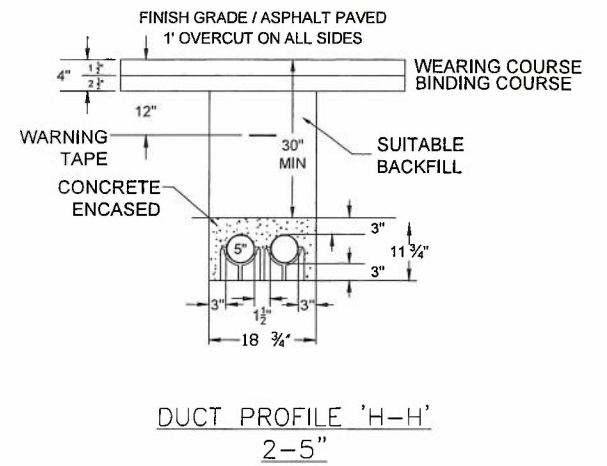
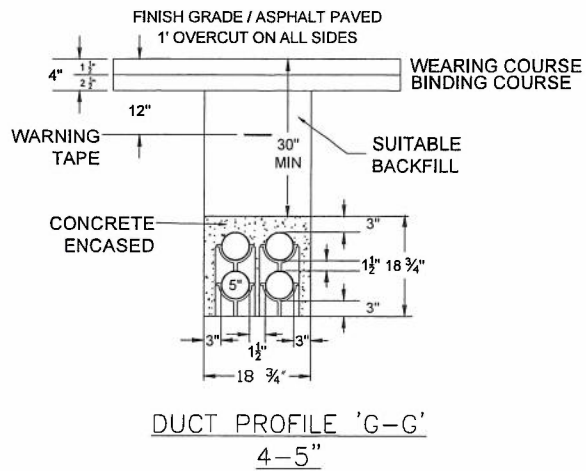
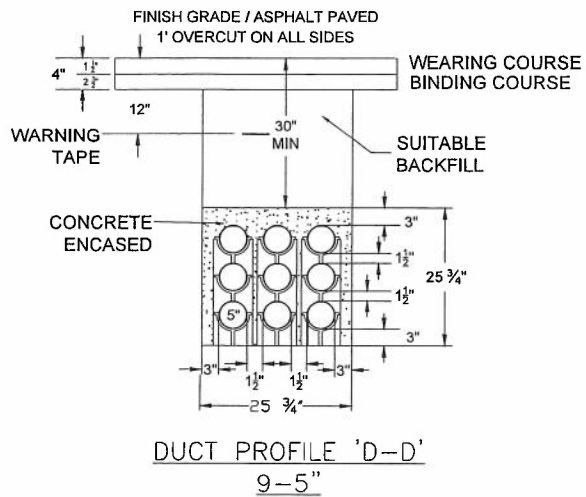


TYPICAL CONDUIT TERMINATION DETAIL FOR SPARE CONDUIT

REFERENCE DRAWINGS

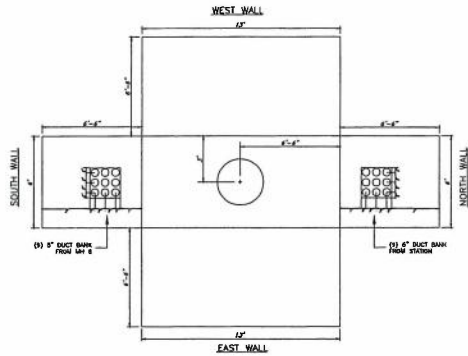
DISTRIBUTION CIVIL PLAN AND PROFILES SK 201-SK 203

		DATE		DES	CHK	APP			MARLBORO SUB EXPANSION MARLBOROUGH, MA	SK300
		REV	DESCRIPTION							
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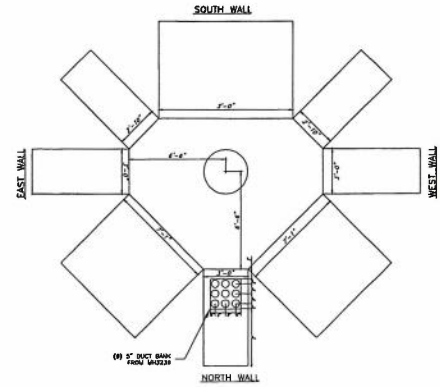


REFERENCE DRAWINGS
DISTRIBUTION CIVIL PLAN AND PROFILES SK 201-SK 203

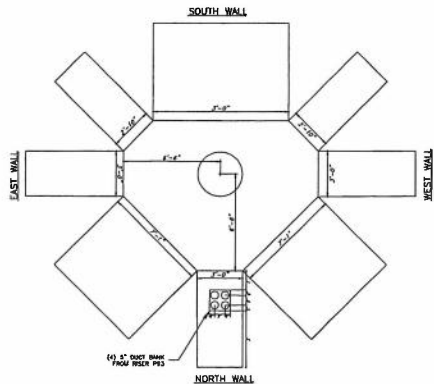
				MARLBORO SUB EXPANSION MARLBOROUGH, MA	
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A	INITIAL RELEASE	2/28/2018	WF	JP	JP
		2/28/2018	WF	ML	ML
					SK301



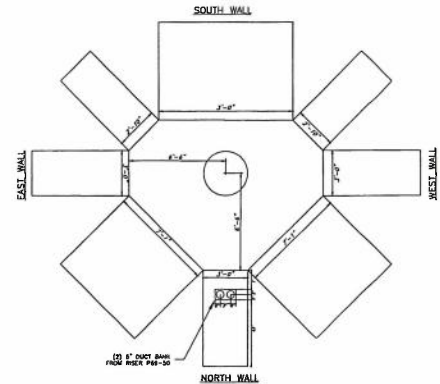
MANHOLE NUMBER: 3239
 SIZE: L=13' W=6' H=6'-6"
 MANHOLE RING SIZE: 36"
 MANHOLE COVER SIZE: 26"
 CHIMNEY HEIGHT: 1'-0"



MANHOLE NUMBER: 8
 SIZE: L=13' W=10' H=6'-6"
 MANHOLE RING SIZE: 36"
 MANHOLE COVER SIZE: 26"
 CHIMNEY HEIGHT: 1'-0"



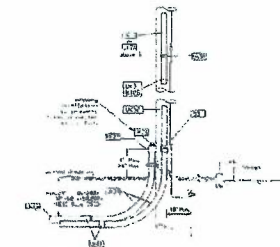
MANHOLE NUMBER: 10
 SIZE: L=13' W=10' H=6'-6"
 MANHOLE RING SIZE: 36"
 MANHOLE COVER SIZE: 26"
 CHIMNEY HEIGHT: 1'-0"



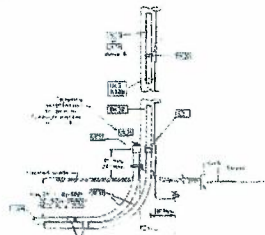
MANHOLE NUMBER: 1
 SIZE: L=13' W=10' H=6'-6"
 MANHOLE RING SIZE: 36"
 MANHOLE COVER SIZE: 26"
 CHIMNEY HEIGHT: 1'-0"

REFERENCE DRAWINGS
 DISTRIBUTION CIVIL PLAN AND PROFILES SK 201-SK 203
 DISTRIBUTION MH DETAILS SK-300

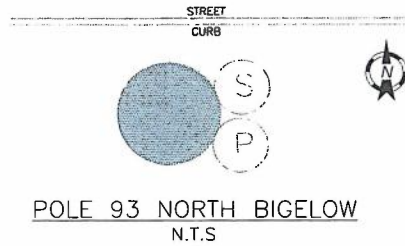
						nationalgrid MARLBORO SUB EXPANSION MARLBOROUGH, MA		
REV	DESCRIPTION	DATE	DES	CHK		APP	DATE	SCALE
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							DATE	SCALE
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							DATE	SCALE



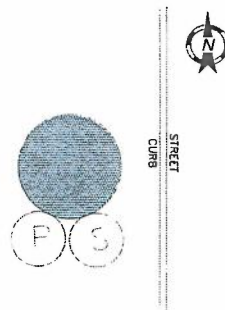
TYPICAL CONDUIT
TERMINATION DETAIL FOR
SPARE CONDUIT



TYPICAL CONDUIT
TERMINATION DETAIL FOR
SPARE CONDUIT



POLE 93 NORTH BIGELOW
N.T.S



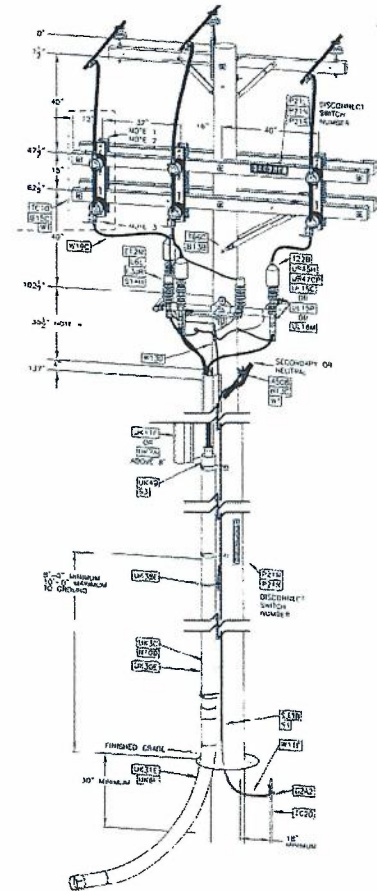
POLE 69-50 BIGELOW
N.T.S

5' RISER:

- PVC conduit type DB (5')
- STD Item * UK6A5
- PVC female adaptor to go from PVC to threaded steel (5')
- STD Item * UK6F5
- 90 degree galvanized steel sweep (5')
- STD Item * UK3IG
- Galvanized steel conduit coupling (5')
- STD Item * UK32G
- Galvanized steel plug
- STD Item * UK34G
- Galvanized steel conduit (5')
- STD Item * UK30G
- Galvanized steel conduit clip (5')
- STD Item * UK3E
- Galvanized steel lag screw with a hex head and a steel/neoprene washer (Length = 2" Diameter = 1/4")
- STD Item * B10B
- Conduit ground clamp (4" - 5')
- STD Item * UK3BF

5' RISER:

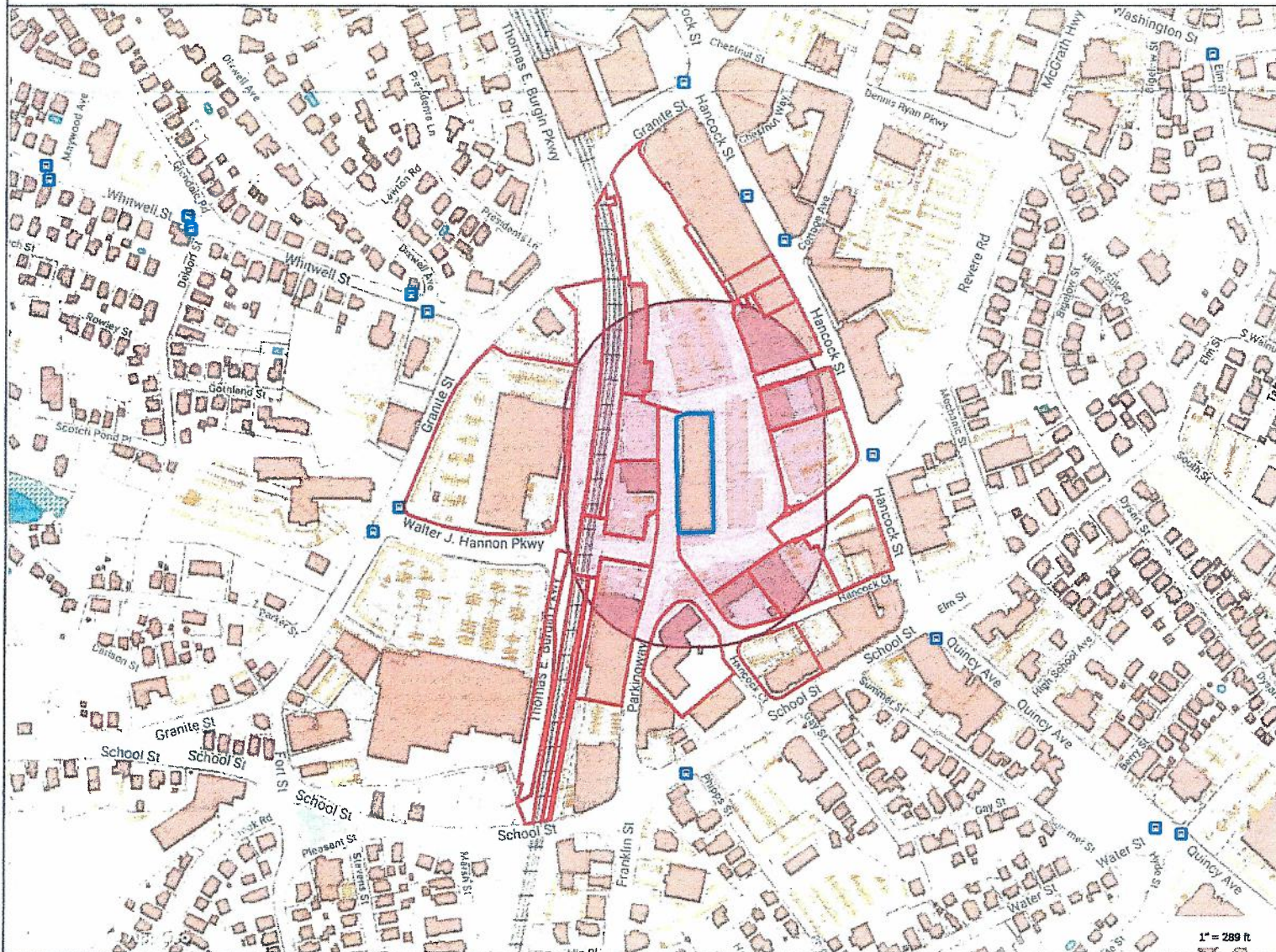
- PVC conduit type DB (5')
- STD Item * UK6A5
- PVC female adaptor to go from PVC to threaded steel (5')
- STD Item * UK6F5
- 90 degree galvanized steel sweep (5')
- STD Item * UK3IG
- Galvanized steel conduit coupling (5')
- STD Item * UK32G
- Galvanized steel plug
- STD Item * UK34G
- Galvanized steel conduit (5')
- STD Item * UK30G
- Galvanized steel conduit clip (5')
- STD Item * UK3E
- Galvanized steel lag screw with a hex head and a steel/neoprene washer (Length = 2" Diameter = 1/4")
- STD Item * B10B
- Conduit ground clamp (4" - 5')
- STD Item * UK3BF



PRIMARY RISER DETAIL C - C

				nationalgrid MARLBORO SUB EXPANSION MARLBOROUGH, MA	
REV	DESCRIPTION	DATE	DES	CHK	APP
A	INITIAL RELEASE	1/28/2011	JPP	JPP	JPP

100 PARKINGWAY



Property Information
Property ID 1148-37-A
Location 100 PARKINGWAY
Owner CITY OF QUINCY



**MAP FOR REFERENCE ONLY
NOT A LEGAL DOCUMENT**

City of Quincy, MA makes no claims and no warranties, expressed or implied, concerning the validity or accuracy of the GIS data presented on this map.

Geometry updated 07/26/2018
Data updated 01/07/2019

Print map scale is approximate. Critical layout or measurement activities should not be done using this resource.

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGHRobert C. Buckley
rbuckley@riemerlaw.com
(617) 880-3537 direct
(617) 692-3537 fax

2021 APR 26 P 4: 35

April 26, 2021

VIA FEDEX AND VIA**EMAIL:** kboule@marlborough-ma.govPresident and Members
Marlborough City Council
City Hall 140 Main Street
Marlborough, MA 01752

Re: Petition for Amendment to Zoning Code and Zoning Map

Dear President and Members:

This Firm and the undersigned represent Marlborough/Northborough Land Realty Trust of 200 Summit Drive, Suite 400, Burlington, Massachusetts 01803 (herein after referred to as Petitioner), owner of land shown on the City of Marlborough Assessor's Map 100, Parcels 24, 25, 26 and 15 (including the private way "Atkinson Way"); and Map 89, Parcels 80-99 (the "Land").

Our client hereby petitions the City Council to amend the Zoning Code and Zoning Map of the City of Marlborough Chapter 650 by adding to Article VI Section 650-35 COMMERCIAL VILLAGE OVERLAY DISTRICT (the "CVOD") in accordance with Exhibit "A" attached hereto.

The enclosed ordinance provides for an age-targeted project that would allow for multi-family residential units with the option to provide supporting accessory mixed-use service components. Unlike the current underlying single-family zoning, the CVOD provides the opportunity for a more generous buffer to the existing neighborhood, improved diversity of housing choice within the City and is more consistent with the City's recent housing studies. Traffic associated with the CVOD would be limited and the impact on the infrastructure of the City including the school system would be minimal given the age targeted nature of any project. We look forward to working cooperatively with the City on the attached ordinance with an objective of enacting a responsive, practical, and creative planning option.

The Land area proposed to be included in the CVOD is currently zoned for single-family housing and a subdivision has been approved by the City, but not yet constructed. The Land is located on the corner of Ames and Forest streets in the southwest quadrant of the City adjacent to Central Steel and across from the Marlborough Technology Park and Avalon apartments. With adoption of the CVOD, the Land provides the opportunity to allow for a transition from the industrially and more densely developed uses to the neighborhood to the northwest.

We are also aware of the recent initiative of the Governor and Legislature in enacting the "Housing Choice Act" Chapter 358 of 2020. Pursuant to this legislation, municipalities are encouraged (and required if an MBTA community) to designate certain areas of the municipality for "as of right" multi-family residential housing to be eligible for certain State discretionary funding. The public policy underlying this initiative is to enhance the supply of adequate affordable housing throughout the Commonwealth. Municipalities that are proactive in developing such districts and housing will be entitled to consideration of certain state discretionary funds for various economic development, transportation, and infrastructure projects. Therefore, we submit it is beneficial to the fiscal interest of the City to consider such opportunities.

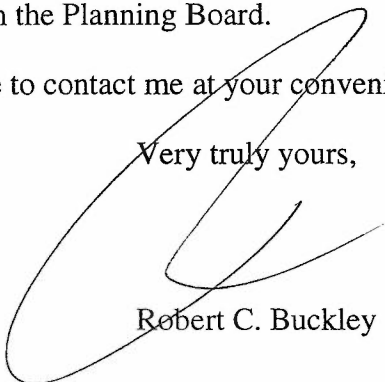
We also believe that the proposed CVOD ordinance could provide a basis for the City, working with the Petitioner, to satisfy the policy objectives embodied in the Housing Choice Act. The location of this proposed project and proposed uses are compatible with surrounding developments and other initiatives that have been undertaken in recent years. The Petitioner is desirous of working with the City to review and adjust this zoning proposal to be responsive to the objectives of both the Petitioner and the City and advance the policy objectives of the Housing Choice Act. This effort would be an example of a public/private partnership in the execution of legislative policy that could support the City in obtaining infrastructure funding which is likely to be available at the Federal and State level in the coming months.

We have annexed hereto for informational purposes: (i) a plan showing the currently approved residential subdivision; and (ii) conceptual plans and renderings showing proposed design and massing and view perspectives from abutting residential properties.

We respectfully request that a public hearing be scheduled on the Petition as provided for in Massachusetts General Laws Chapter 40A Section 5 and give written notice as provided therein to the Planning Board to permit a recommendation from the Planning Board.

If you have any questions, please feel free to contact me at your convenience.

Very truly yours,



Robert C. Buckley

RCB:mw

Enclosure: Proposed Zoning Ordinance Change
Plans/Renderings

Cc: Steven W. Kerrigan, City Clerk
Scott Weiss, The Gutierrez Company

25560/26
2720052.2

Exhibit "A"

ARTICLE VI

§650-35 - COMMERCIAL VILLAGE HOUSING OVERLAY DISTRICT

A. Purpose and Objectives

The Commercial Village Housing Overlay District (herein, also a "CV Housing Overlay") allows the application of supplemental land use controls within the boundaries of a certain overlay district, subject to City Council approval (hereinafter any reference to City approval shall be deemed to mean approval by the City Council) as an alternative to land use controls that exist in the underlying zoning district(s). The establishment goals of the CV Housing Overlay are to enhance land use development and encourage desired residential growth patterns for the benefit of the public health, safety and welfare and to allow for the development of higher density housing with potential accessory uses and in close proximity to commercial uses consistent with the stated economic development objectives of the City.

The CV Housing Overlay shall be applicable to the property identified as Map 100, Parcels 24, 25, 26, and 15 (including the private way "Atkinson Drive") and Map 89, Parcels 80-99 City of Marlborough Assessor's map dated September 21, 2012 (formerly the property shown on Map 100, Parcels 14 and 15 as shown on City of Marlborough Assessor's Map in effect on May 2006) and as further described on Exhibit "A" annexed hereto. The CV Housing Overlay shall be superimposed on the other zoning districts existing at the time that any land in any said underlying district is also included in the CV Housing Overlay.

B. Authority of Permit Granting Authority

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

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

Special Permits within the CV Housing Overlay shall be approved by the City Council. Amendments to any Special Permits issued by the City Council shall be per the requirements of this Section (§650-35 et. seq.).

C. Master Plan

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

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

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

- (2) A Development Agreement in recordable form binding upon the developer/property owner. The Development Agreement shall be approved by a majority vote of the City Council prior to the issuances of the first permit/site plan

approval for development within the CV Housing Overlay, which Development Agreement may contain, without limitation:

- (a) Required mitigation (including any traffic demand management initiatives), if any, to address the impacts arising out of the use and occupancy of the proposed project, or if at the time of execution such impacts are not known, the methodology for assessing and addressing such impacts as the development of the CV Housing Overlay progresses.
- (b) Restrictions on development areas and such other development limitations as may be agreed upon such as, but not limited to, age restrictions and provision for affordable housing units and/or contributions, if any.
- (c) Proposed phasing of the development of the CV Housing Overlay, if any.
- (d) Obligations with respect to pedestrian and vehicular interconnectivity within the CV Housing Overlay, if any, to facilitate pedestrian access and circulation efficiencies.
- (e) The authority of the City Council to retain the necessary professionals to assist in their review of development applications, if needed.

The Development Agreement shall govern the implementation of the Master Plan and development at the CV Housing Overlay.

D. Exclusivity/Control

Except as specifically provided herein, uses and provisions of Article V of Chapter 650 (Zoning) relating to the underlying zoning district not otherwise impacted by this Section (§650-33 et. seq.) shall continue to remain in full force and effect, provided however that the City Council shall be the Special Permit Granting Authority, if applicable. This Section (§650-35 et. seq.) of the Zoning Ordinance exclusively controls the establishment, development, and design of any development undertaken in the CV Housing Overlay and supersedes any other provision of the Zoning Ordinance (except the provisions of the Water Supply Protection District). In the event of any conflict between the provisions of this Section (§650-35 et. seq.) and any other provision of the Zoning Ordinance, the provisions of this Section (§650-35 et. seq.) shall govern and control.

E. Eligible Uses

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

- (1) The following additional uses are also permitted BY-RIGHT in the CV Housing Overlay:

- (a) Multi-family dwelling – up to 120 dwelling units within the entire CV Housing Overlay Zoning if said units are age restricted or age targeted (by design) dwelling units
 - (b) Consumer service and retail establishments accessory and complimentary to the other principal uses at the property
- (2) The following additional uses are also permitted BY-SPECIAL PERMIT in the CV Housing Overlay:
- (a) Multi-family dwelling within the entire CV Housing Overlay Zoning District including, without limitation, age restricted/ age targeted dwelling units in excess of 120 units
- (3) Single family detached residential use is prohibited in the CV Housing Overlay.

F. Dimensional Requirements

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

- (1) The CV Housing Overlay may consist of one or more lots. There is no minimum acreage requirement for a lot to be a part of the CV Housing Overlay so long as a CV Housing Overlay district shall be no less than 10 contiguous acres.
- (2) Minimum Lot Frontage measurement shall be no less than twenty (20) feet for any lot wholly located within the boundaries of the CV Housing Overlay.
- (3) Minimum Front Yard measurement shall be no less than twenty (20) feet for any lot wholly located within boundaries of a CV Housing Overlay.
- (4) No less than fifteen (15) feet shall separate the structural side wall of any two or more structures within the CV Housing Overlay, even if on separate lots. No less than fifteen (15) feet shall separate any area behind and or between structures, and fire suppression vehicles shall have clear and adequate access to all structures.
- (5) Maximum building height in CV Housing Overlay shall not exceed 60 feet; a structure located within 50 feet from the property line of a directly abutting parcel in a residentially zoned district shall not exceed 40 feet in height.
- (6) Maximum Lot Coverage shall be calculated on the entire land area of the CV Housing Overlay and not on an individual lot basis, and shall not exceed 65% percent of the total area of the CV Housing Overlay.

G. Parking and Curb Cut Requirements.

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

- (1) General - In the CV Housing Overlay adequate off-street parking shall be provided. The City Council and the applicant shall have as a goal for the purposes of defining adequate off-street parking, making the most efficient use of the parking facilities to be provided and minimizing the area of land to be paved for this purpose.
- (2) Parking Locations - Parking may be provided at ground level, underground or in a parking garage. Parking garages can be free standing or as part of buildings dedicated to permitted uses.
- (3) Parking Spaces for Each Dwelling Unit - There shall be a minimum of 1.5 parking spaces for each dwelling unit. Where feasible, sharing of parking shall be encouraged among the various uses in the CV Housing Overlay.
- (4) Granting of Relief from Parking Regulations - The City Council may waive any of the foregoing requirements or the requirements of Section §650-48 if it makes a finding that to do so will enhance the overall design of the CV Housing Overlay.

H. Signage

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

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

I. Application

An application for a Special Permit for a development in the CV Housing Overlay shall comply with the requirements of §650-59 et. seq. of the Zoning Ordinance. In the matter of a Site Plan Approval, the application shall comply with the requirements of the City Code, Article II, Permits and Approvals, §270-2 et. seq.

The City Council in connection with a Special Permit application shall review such applications with respect to the following design criteria:

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

- (iv) Scale of buildings; and
- (v) External Lighting

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

J. Standards for Roadways and Drainage

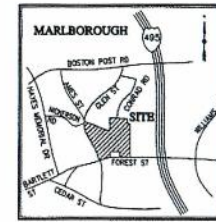
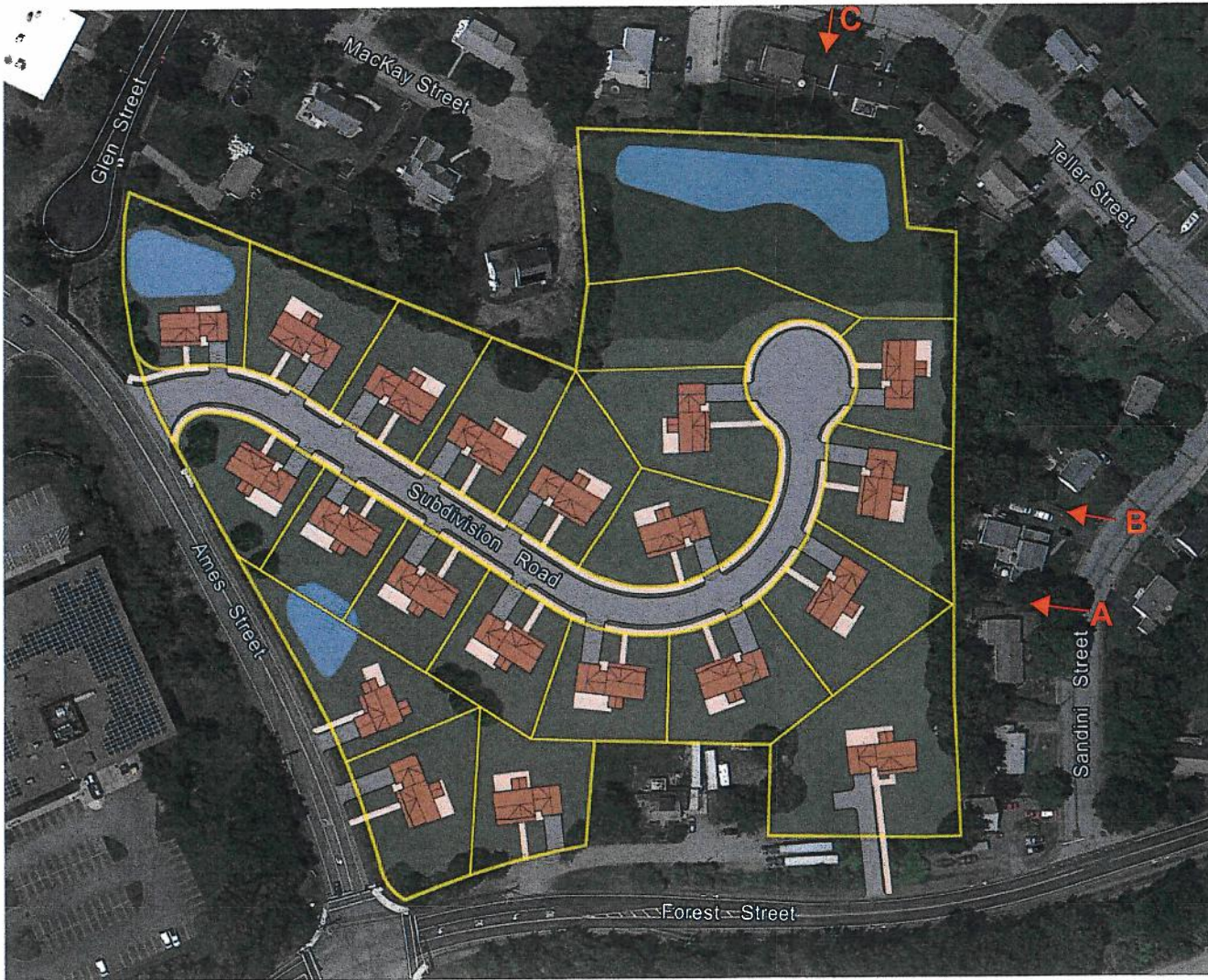
- (1) Roadways – Internal CV Housing Overlay roadways shall be private ways and shall be maintained by the owners/developers of the CV Housing Overlay and portions thereof. Private ways within the CV Housing Overlay, to the extent feasible, shall be constructed using the methods and materials prescribed in the Rules and Regulations for the Subdivision of Land in the City, but shall not be required to conform to the dimensional or material requirements thereof, provided that those private roadways shall be adequate for the intended vehicular and pedestrian traffic and shall be maintained by the owner/developer or an association of owners.
- (2) Storm Water Management System - The CV Housing Overlay shall have a storm water management system designed in accordance with the Rules and Regulations for the Subdivision of Land in the City and the Department of Environmental Protection’s Storm Water Management Guidelines, as amended. This system shall be privately maintained.

K. Amendments

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

Exhibit "A"

- A) Lots 1-23 as shown on a plan entitled a Definitive Subdivision Plan "Commonwealth Heights in Marlborough, MA. Endorsed by the City of Marlborough Planning Board on April 9, 2007 and recorded with the Middlesex South Registry of Deeds as Plan 549 of 2007; and
- B) The property on Forrest Avenue shown on the above referenced plan as being owned by "N/F David E. Silva"



LOCUS MAP
(NOT TO SCALE)

N



View Location



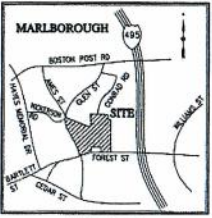
Conceptual Site Plan

Marlborough, Ma.

Ames/Forest Street

Date: 12/22/20

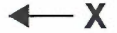




LOCUS MAP
(NOT TO SCALE)



View Location



Conceptual Site Plan
Marlborough, Ma.
 Ames/Forest Street Date: 3/6/19



DRAFT
LOWRIS PROJ





Commonwealth Heights Comparative Massing Views

February 24, 2021

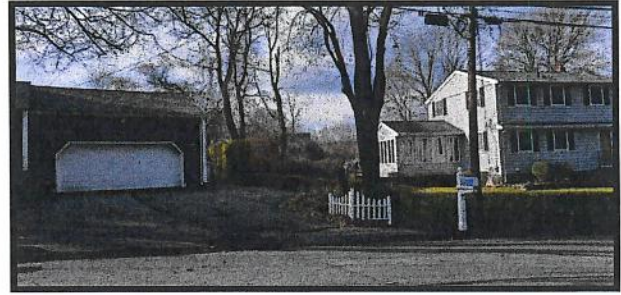
SINGLE FAMILY SUBDIVISION

CONDO BUILDING

View A:



View A:



View B:



View B:



View C:



View C:



Daniel D. Klasnick

Licensed in Massachusetts, New Hampshire and New York
Desk: (781) 873-0021 - Mobile: (774) 249-2814
dklasnick@dkl-legal.com

2021 MAY 3 4 9:15

May 3, 2021

City Council
c/o Office of City Clerk
City of Marlborough
140 Main Street
Marlborough, Massachusetts 01752

Re: Application for Small Cell Wireless Installation
Applicant: Cellco Partnership d/b/a Verizon Wireless
Location: Utility Pole #19 located in the layout of the state highway of Boston Post Road W (Route 20), Marlborough, MA (Site Name: Marlborough SC31)

Dear Honorable City Council:

Cellco Partnership d/b/a Verizon Wireless respectfully requests the grant of the application for the installation of small cell equipment on an existing utility pole located within Marlborough, Massachusetts. The total number of small cell wireless facilities being requested on this application is one. I have also included the \$500.00 application fee payable to City of Marlborough.

Representative: Daniel D. Klasnick
Duval & Klasnick LLC
P.O. Box 254
Boxford, MA 01921
(781) 873-0021
dklasnick@dkl-legal.com

POLE ATTACHMENT RIGHTS

Verizon Wireless has entered into a Pole Attachment License with National Grid the Owner of the utility pole to install the small cell equipment. National Grid has provided full and complete authorization to Verizon Wireless and its representatives to apply for all necessary zoning permits, petitions or any other necessary approvals for the proposed small cell equipment installation.

See Exhibit 1, Letter of Authorization.

PROJECT SUMMARY

Similar to a telephone or cable companies' utility pole equipment, the proposed small cell installation consists of a single antenna and small radios that will be mounted on the existing utility pole that carries electric and communications services. The single antenna will be top mounted on the existing wooden utility pole that already carry electric and communications services. The Verizon Wireless equipment will draw power by connecting to the existing electrical service on the pole. It will also connect to the fiber already on the pole to make a backhaul connection. More specifically, Verizon Wireless' small cell facilities consist of one (1) 14"Ø x 35.4" H canister antenna top mounted, remote radio heads, and associated wires, cables, fiber demarc, supporting equipment and electric meter to the existing utility pole. The install does not include any ground equipment.

See Exhibit 2, Site Drawings.

See Exhibit 3, Structural Report.

JUSTIFICATION OF NEED

The small cell facility operates as an integral part of the Verizon Wireless network and will improve the reliability of service for Marlborough residents and businesses. The proposed small cell facility will provide improved service to areas where this service is currently unavailable or unreliable because the signal is dissipated by the distance from the nearest macro facility, obstructed by the intervening terrain, or diverted by high demand closer to the macro facility. The small cell installation is designed to improve wireless service in areas of high wireless usage in Marlborough.

In order to further upgrade service, Verizon Wireless will need to install the proposed small cell equipment on the existing utility pole #19, which is located in the layout of the state highway way on Boston Post Road W (Route 20) in the City of Marlborough that will both address gaps in reliable coverage and enhance system performance.

See Exhibit 4, Affidavit of Radio Frequency Engineer.

See Exhibit 5, Radio Frequency Emissions Compliance.

See Exhibit 6, Site Selection Memorandum.

SATISFACTION OF ORDINANCE REVIEW STANDARDS

Small Cell technology provides for the continued deployment of Verizon Wireless' network in Marlborough and the greater Commonwealth. The size and unique design of Small Cell units allows Verizon Wireless to strategically install antennas in high demand locations while mitigating visual impact and increasing wireless performance in targeted areas of Marlborough. The purpose of the facilities is to provide adequate service capacity and coverage improvement to areas of Marlborough where Verizon Wireless does not currently provide acceptable service on its network.

In contrast to conventional single-location, multi-function macro wireless communication facilities such as telecommunication towers, small cell technology provides site-specific, multi-location network solutions, in small visually unobtrusive units. Verizon Wireless uses small cell antennas to combine transmission and processing in a single canister style unit allowing antenna placement and signal creation without the need for any onsite ground equipment. This type of facility is highly advantageous to address network coverage and capacity particularly during periods of peak use and improves overall system performance elsewhere in the network. Subsequently, municipalities can substantially improve wireless coverage and capacity by utilizing this state-of-the-art and discreet antenna technology.

See Exhibit 7, Photo Simulations.

Verizon Wireless submits that the installations are consistent with the City of Marlborough Ordinance for Small Cell Facilities within Public Rights-of-way. Due to the location of the equipment on the existing wood utility pole, the small cell installations will match the appearance of equipment that is typically installed on utility poles. The proposed antenna is within a canister enclosure with a maximum diameter of only 14” and will be mounted to the top of the utility pole with all cabling enclosed within a u-guard. There will be no ground equipment cabinets, batteries or generator installed at the locations. Any signage will be limited to identifying the location as a small cell facility with a contact phone number. There will be no lights, logos/decals or cooling fans associated with the installations.

In compliance with the City of Marlborough Ordinance, Verizon Wireless maintains liability insurance. The liability insurance shall be maintained throughout the period of construction, location and operation and use of the small cell equipment. Verizon Wireless will maintain the installation in good repair and according to FCC standards, and will remove the installation not in good repair or not in use within 60 days.

See Exhibit 8, Certificate of Liability Insurance.

See Exhibit 9, Affidavit of Verizon Wireless.

§473-29 Annual recertification and affidavit.

- A. Annual recertification and affidavit. Each year on July 1, the small cell wireless equipment owner shall submit an affidavit which shall list, by location, all small cell wireless installations it owns within the City of Marlborough, and shall certify:
- (1) Each such installation that remains in use;
 - (2) That such in-use installations remain covered by liability insurance naming the City as an additional insured; and
 - (3) Each such installation which is no longer in use.

Verizon Wireless will comply with this requirement.

- B. Annual recertification fee. The equipment owner shall pay to the City of Marlborough an annual recertification fee of \$250 per installation which remains in use.

Verizon Wireless will comply with this requirement.

- C. Facility no longer in use. Any small cell wireless facility which is no longer in use shall be removed by the owner, at the owner's expense, within 60 days of the City Council's receipt of the annual recertification affidavit.

Verizon Wireless will comply with this requirement.

- D. Nonremoval of facility no longer in use. Any small cell wireless installation which is not removed by the owner, at the owner's expense, within 60 days after being listed in the annual recertification affidavit as no longer in use shall be subject to a fine of \$100 per day until such installation is removed by the owner.

Verizon Wireless will comply with this requirement.

- E. Failure to timely submit recertification/remove facility no longer in use. Where such annual recertification has not been timely submitted, or equipment no longer in use has not been removed within the sixty-day period, no further applications for small cell wireless installations will be accepted by the City Clerk's office until such time as the annual recertification has been submitted and all fees and fines have been paid.

Verizon Wireless will comply with this requirement.

§473-30 Aesthetics and additional City requirements.

A. Poles.

- (1) No small cell wireless equipment shall be installed on double poles.

The proposed small cell equipment will not be installed on a double pole.

- (2) Within the public right-of-way, only pole-mounted antennas shall be permitted, and all telecommunications towers within the meaning of City Code § 650-25A are prohibited.

The proposal is to locate the small cell equipment on an existing utility pole.

- (3) Absent City Council permission, no new poles are permitted within

the public right-of-way that are not replacing an existing pole. If an applicant proposes to replace a pole in order to accommodate the small cell wireless facility, the pole shall match the appearance of the original pole to the extent feasible, including size, height, color, materials and style, unless another design better accomplishes the objectives of this section as determined by the Council. Such replacement pole shall not exceed the height of the pole it is replacing by more than seven feet.

The proposal is to locate the small cell equipment on an existing utility pole.

- (4) If a new pole is permitted by the City Council to be placed within the public right-of-way, the new pole shall be designed to resemble existing poles in the right-of-way, including size, height, color, materials and style, unless another design better accomplishes the objectives of this section as determined by the Council. Such new poles that are not replacement poles shall be located no closer than 90 feet to an existing pole.

The proposal is to locate the small cell equipment on an existing utility pole.

- (5) Small cell wireless installation equipment (meters, boxes, etc.) shall be mounted on the pole a minimum of 11 feet above ground level.

The pole owner and servicing utility company requires that the electrical meter be set on the pole at the height of 8 feet specified in the plans. The installation of the electric meter is essential for the operation of the small cell equipment to address Verizon Wireless' network coverage and capacity requirements in the City Marlborough.

Article III, Section 473-27.B(1) of the Small Cell Wireless Facilities Within Public Right-of-Way ordinance, provides that "[t]his article is not intended, nor shall it be interpreted or applied, to: prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services." As certified in the attached Affidavit from Verizon Wireless' Radio Frequency Engineer, the proposed small cell installation is essential to the provision of reliable wireless service in the City of Marlborough.

The Federal Communications Commission in its Declaration Ruling and Third Report and Order clarified that under Section 253(a) or 332(c)(7)(B)(i)(II), "an effective prohibition [of service] occurs where a state or local legal requirement materially inhibits a provider's ability to engage in any of a variety of activities related to its provision of a covered service." Imposing a requirement that is not technically feasible effectively prohibits the provision of wireless services as it would materially inhibit Verizon Wireless from densifying its wireless network, introducing new services or otherwise improving service capabilities.

- (6) No small cell wireless installation equipment shall be replaced or altered on a pole without a reapplication, hearing and approval from the City Council, unless the equipment is no longer functioning and it is being replaced with the same or substantially similar equipment.

Verizon Wireless will comply with this requirement.

- (7) The maximum height of any antenna mounted to an existing pole shall not exceed 24 inches above the height of the then-existing pole, provided that in any event:

- (a) No small cell wireless facility shall be located on a pole that is less than 26 feet in height; and
- (b) No facility shall exceed 35 feet in height, including but not limited to the pole and any antenna that protrudes above the pole.

Verizon Wireless proposes to install one 14" ø x 35.4" H canister antenna top mounted, remote radio heads, and associated wires, cables, fiber demarc, supporting equipment and electric meter to the existing 42.50' utility pole with an overall height of the antenna at 45.66'. It is technically impossible to install the proposed 35.4" H antenna on the top of the existing 42.50' utility pole and comply with the maximum height of 24 inches above the height of the pole and that no facility shall exceed 35 feet in height. The installation of the antenna on the utility pole is essential to address Verizon Wireless' network coverage and capacity requirements in the City Marlborough.

Article III, Section 473-27.B(1) of the Small Cell Wireless Facilities Within Public Right-of-Way ordinance, provides that "[t]his article is not intended, nor shall it be interpreted or applied, to: prohibit or effectively prohibit any personal wireless service provider's ability to provide personal wireless services." As certified in the attached Affidavit from Verizon Wireless' Radio Frequency Engineer, the proposed small cell installation is essential to the provision of reliable wireless service in the City of Marlborough.

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- (8) Pole-mounted equipment shall not exceed six cubic feet in dimension.

Verizon Wireless installation will comply with this requirement.

- (9) Not more than one small cell wireless facility shall be mounted per pole.

Verizon Wireless is proposing to install only one small cell wireless facility on the existing utility pole.

B. Location.

- (1) Each component part of a facility shall be located so as not to cause any physical or visual obstruction to pedestrian or vehicular traffic inconvenience to the public's use of the right-of-way, or safety hazards to pedestrians and motorists.

Verizon Wireless' proposed small cell installation will comply with this requirement.

- (2) A facility shall not be located within any portion of the public right-of-way interfering with access to fire hydrants, fire stations, fire escapes, water valves, underground vaults, valve housing structures, or any other vital public health and safety facility.

Verizon Wireless' proposed small cell installation will comply with this requirement.

- (3) Each pole-mounted small cell wireless telecommunications facility must be separated by at least 1,500 feet.

Verizon Wireless' proposed small cell installation will comply with this requirement.

- (4) All new wires needed to service the wireless telecommunications facility must be installed within the width of the existing pole so as to not exceed the diameter and height of the existing pole.

Verizon Wireless' proposed small cell installation will comply with this requirement. All cabling shall be located inside of u-guard attached to the side of the utility pole.

C. Americans with Disabilities Act compliance. All facilities shall be built and maintained in compliance with the Americans with Disabilities Act (ADA)/Architectural Access Board (AAB).

Verizon Wireless' proposed small cell installation will comply with this requirement.

D. Residential neighborhoods. If an applicant seeks to place a small cell wireless facility in a residentially zoned neighborhood, the applicant:

- (1) Should seek to avoid attaching to poles that are within 25 feet of an existing driveway so that the property owner can plant trees that could shield the wireless equipment from view; and

- (2) Should seek to avoid poles where the installation and/or ongoing maintenance will require significant tree trimming due to the wireless equipment.

Verizon Wireless' proposed small cell installation will be located on a utility pole in a commercial developed area within the layout of the state highway Boston Post Road West (Route 20).

- E. Satisfactory material, construction and work. The small cell wireless facility shall be of such material and construction, and all installation and maintenance work shall be done in such manner, as to be satisfactory to the City Council and DPW Engineering. If the DPW Engineering shall determine that such material, construction and/or work is a) placing or tending to place at risk the public health, safety, and welfare, b) interfering or tending to interfere with pedestrian and/or vehicular traffic and/or c) causing or tending to cause damage to the public right-of-way or any property adjacent to the location of the pole in question, the DPW Engineering shall forthwith notify the City Council, which shall review that determination for possible further action as to the applicant.

The proposed small cell wireless equipment will be installed and maintained in compliance with all applicable laws, regulations and codes including the requirements of the City of Marlborough Ordinance. The installation of the small cell equipment will not adversely impact public health, safety, adjacent properties or neighborhoods as Verizon Wireless' installation will be consistent with equipment that is commonly attached utility poles and will not significantly change the appearance of the existing utility pole.

- F. Indemnification. The applicant shall indemnify and hold harmless the City against all damages, injuries, costs, expenses, and any and all claims, demands and liabilities whatsoever of every name and nature, both in law and equity, allegedly caused by the acts or neglect of the applicant, its employees, agents and servants, in any manner arising out of the rights and privileges granted herein to the applicant for its small cell wireless facility. Such indemnification shall not be limited by the amount of the applicant's liability insurance naming the City as an additional insured.

Verizon Wireless' proposed small cell installation will comply with this requirement.

- G. City streets and/or sidewalks. All cutting of and/or digging into City streets and/or sidewalks by or on behalf of an applicant in conjunction with its small cell wireless facility is prohibited, as is all underground installation associated with the small cell wireless facility; provided, however, that the grounding rod proposed to be installed as part of the small cell wireless facility is permitted as long as:

- (1) The applicant installs the rod immediately adjacent to the pole so as to cause minimal disturbance to the surface of the street or sidewalk; and
- (2) The applicant restores the street or sidewalk surface to its predisturbance condition to the satisfaction of the DPW Engineering.

Verizon Wireless' proposed small cell installation will comply with this requirement.

- H. Repair of damage. The applicant shall repair, at its sole cost and expense, any damage, including, but not limited to, subsidence, cracking, erosion, collapse, weakening, or loss of lateral support to City streets, sidewalks, walks, curbs, gutters, trees, parkways, streetlights, traffic signals, improvements of any kind or nature, or utility lines and systems, underground utility line and systems, or sewer systems and sewer lines that result from any activities performed in connection with the installation or maintenance of a wireless telecommunications facility in the public right-of-way. The applicant shall restore such areas, structures and systems to the condition in which they existed prior to the installation or maintenance that necessitated the repairs. In the event the applicant fails to complete such repair within the number of days stated on a written notice from the City Engineering Division, the Division shall cause such repair to be completed at the applicant's sole cost and expense.

Verizon Wireless' proposed small cell installation will comply with this requirement.

- I. Visual impact minimization. The small cell wireless facility shall be color coordinated so as to best minimize the visual impact of the facility.

The Canister will be light gray. Verizon Wireless submits and will demonstrate through the Application materials and the written and oral evidence at the public hearing in connection with the Application that the proposed small cell wireless equipment meets with all applicable requirements of the City of Marlborough Ordinance or a waiver of such requirement is appropriate. The installation of the small cell equipment will not adversely impact adjacent properties and neighborhoods as Verizon Wireless' installation will not significantly change the appearance of the existing utility pole.

- J. Side of pole on which to mount equipment. The small cell wireless facility's equipment cabinet, circuit breaker box, and electric meter main shall be mounted on the side of the pole facing away from the roadway.

Verizon Wireless' proposed small cell installation will comply with this requirement.

- K. Future road reconstruction repair. Any future road reconstruction or repair project by the City and/or the commonwealth requiring the relocation of the pole shall result in the applicant's moving its small cell wireless facility to another pole in a timely fashion after having been notified by the DPW Engineering about the road project; provided, however, that any such relocation shall require further City Council approval.

Verizon Wireless will comply with this Ordinance requirement.

- L. Construction and/or installation schedule. Prior to the commencement of construction and/or installation of the small cell wireless facility, the applicant shall provide the DPW Engineering with a written construction and/or installation schedule satisfactory to DPW Engineering.

Verizon Wireless will comply with this Ordinance requirement.

- M. Removal bond. Prior to the commencement of construction and/or installation of its small cell wireless facility, an applicant shall provide the City's Chief Procurement Officer (the City CPO) with a bond from a surety authorized to do business in Massachusetts and satisfactory to the City CPO in an amount equal to the cost of removal of the small cell wireless facility from the pole in question and for the repair and/or restoration of the public way, in the vicinity of the pole in question, to the condition the public way was in as of the date when the relevant application was submitted to the City Clerk's office, said amount to be determined by DPW Engineering. The amount of the bond shall be the total of the estimate by DPW Engineering plus an annual increase of 3% for the operating life of the small cell wireless facility. The applicant shall notify the City CPO and DPW Engineering of any cancellation of, or change in the terms or conditions in, the bond.

Verizon Wireless will comply with this Ordinance requirement.

WAIVERS

The Applicant has submitted detailed Plans and documentation in support of its application. The Plans and supporting documentation include information on all aspects of the proposed small cell equipment installation on the utility pole.

Due to the size and scope of the proposed installation of small cell equipment, Verizon Wireless believes that the Plans, Elevation, and other documents submitted meet the requirements of the City of Marlborough Ordinance to the extent applicable to this proposal. To the extent the Council believes that the provided Plans and exhibits do not comply with the requirements, the Applicant believes that the additional detail will not tend to provide substantive assistance to the Council and therefore the Applicant requests a waiver from any such requirements or, in the

alternative, a determination of non-applicability for all standards and requirements that do not apply to the installation of small cell equipment on the utility pole.

COMPLIANCE WITH TELECOMMUNICATIONS ACT OF 1996

Verizon Wireless further respectfully requests that the City of Marlborough grant this application under the Federal Telecommunications Act of 1996 (hereinafter the "TCA"). Pub. L. No. 104-104, 110 Stat. 56 (1996). In 1996, Congress enacted the TCA to facilitate the rapid deployment of telecommunications infrastructure in the United States. 47 U.S.C. § 332; *City of Arlington, Texas v. Federal Communications Commission*, 133 S.Ct. 1863, 1866-67 (2013). The TCA preserves state and municipal authority to regulate personal wireless service facilities, subject to five substantive and procedural limitations designed to prevent state and municipal government from prohibiting the provision of wireless service, delaying the application process and/or discriminating against specific wireless service providers. 47 U.S.C. § 332(C)(i)-(v); *T-Mobile South, LLC v. City of Roswell, Ga.*, 135 S.Ct. 808, 814 (2015); *City of Arlington*, 133 S.Ct. at 1866-67; *Rancho Palos Verdes v. Abrams*, 544 U.S. 113, 115 (2005); *Omnipoint Holdings, Inc. v. City of Cranston*, 586 F.3d 38, 45 (1st Cir. 2009).

The Federal Communications Commission in its Declaration Ruling and Third Report and Order clarified that under Section 253(a) or 332(c)(7)(B)(i)(II), “an effective prohibition [of service] occurs where a state or local legal requirement materially inhibits a provider’s ability to engage in any of a variety of activities related to its provision of a covered service.” By this ruling, the FCC makes it clear that a state or local legal requirement effectively prohibits the provision of wireless services if it inhibits or limits a provider “not only when filling a coverage gap but also when densifying a wireless network, introducing new services or otherwise improving service capabilities.” The FCC also makes clear that an effective prohibition includes inhibiting a provider from deploying the “performance characteristics” of its choosing.

The Federal Communications Commission in the final text of the Declaratory Ruling and Third Report and Order also promulgated rules imposing new “shot clocks” for Small Wireless Facility application review. The Commission establishes the following application review timeframes for Small Wireless Facilities: (1) 60 days for collocations of Small Wireless Facilities on existing structures and (2) a shot clock of 90 days for new construction of Small Wireless Facilities.

CONCLUSION

Accordingly, while Small Cell installations do not obviate the need for traditional wireless communication facilities, they are overwhelmingly the least intrusive means available to address network requirements in areas of dense demand for Verizon Wireless’ voice and data services. The equipment proposed herein provides enhanced service to an area of concentrated demand in Marlborough while avoiding the possible aesthetic impact of larger wireless service facilities. Furthermore, the Telecommunications Act of 1996 supports the granting of the application in light of its goal to promote the rapid expansion of new technologies.

For the foregoing reasons, Verizon Wireless respectfully requests (*with all rights reserved*) that the Council: Grant the request to install the small cell pole attachment equipment on the existing utility pole in accordance with this application and grant any other relief or waivers necessary to allow the installation and operation of this small cell pole attachment equipment.

Verizon Wireless respectfully requests grant of the application in accordance with your regulations and guidelines. If you need any further information, please don't hesitate to contact me. Thank you.

Very truly yours,
DUVAL & KLASNICK LLC



By: Daniel D. Klasnick
Attorney at Law

PETITION FOR SMALL CELL POLE ATTACHMENT

To the City Council
Of **Marlborough**, Massachusetts

Cellco Partnership d/b/a Verizon Wireless hereby provides a petition to this Honorable City Council for the location of a small cell wireless antenna, and the necessary sustaining and protecting fixtures, on an existing utility pole in **Marlborough, Massachusetts**, as more particularly shown on the plans included herewith.

Pole Location

Existing Pole Location: Boston Post Road West – Route 20 (Adjacent to 219-237 Boston Post Road West) Utility Pole Number: #19

Proposed Equipment: Canister Antenna, Remote Radio Heads, Main Load Center, Diplexer and associated wires, cables, fiber demarc box, electric meter and associated equipment on an existing utility pole as shown on the attached Plans Titled MARLBORO_SC31_MA-391559 prepared by NB+C Engineering Services, LLC with a date of 01/07/21.

Purpose: To address network coverage and capacity in the immediate area of the subject pole. Offload wireless traffic from macro sites and designed to increase throughput to customers in proximity to the pole.

Respectfully submitted,

PETITIONER:

Cellco Partnership d/b/a
Verizon Wireless

By 

Daniel D. Klasnick, Esquire
Duval & Klasnick LLC
P.O. Box 254
Boxford, MA 01921
May 3, 2021

ORDER FOR GRANT OF LOCATION

UNDER MGL c. 166, §§ 22 and 25A

In the City Council of the City of Marlborough, Massachusetts
Notice having been given and public hearing held, as provided by law,

IT IS HEREBY ORDERED:

That Cellco Partnership d/b/a Verizon Wireless be and it is hereby granted a location for and permission to install a small cell wireless antenna, and the necessary sustaining and protecting fixtures on utility pole #19 and maintain such equipment to be placed thereon, together with such sustaining and protecting fixtures as said company may deem necessary, in the public way known as Boston Post Road West – Route 20 (near 219-237 Boston Post Road West), as requested in petition of said Company dated May 3, 2021.

All construction under this order shall be in accordance with the following conditions:

See Plans filed with this order.

There may be attached to said pole:

- Antenna;
- Remote Radio Head(s);
- Mounting Brackets;
- Main Load Center;
- Overhead Wire;
- Conduit;
- Cable;
- Diplexer;
- Converter;
- Disconnect;
- Electric Meter and
- such sustaining and protecting fixtures as it may find necessary.

I hereby certify that the foregoing order was adopted at a meeting of the City Council of the City of Marlborough, Massachusetts held on the ___ day of _____, 2021.

Attest: _____
City Clerk

I hereby certify that the on _____, 2021, at ____ o'clock __M., the City Council for Marlborough, Massachusetts held a public hearing on the petition of Celco Partnership d/b/a Verizon Wireless for permission to install a small cell wireless antenna, and the necessary sustaining and protecting fixtures on utility pole#19 located in the public way of Boston Post Road West (Route 20) described in the order herewith recorded, and that we mailed written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the way or parts of ways upon which said Company is permitted to install a small cell wireless antenna, and the necessary sustaining and protecting fixtures on utility pole #19 under said order and that thereupon said order was duly adopted.

City Clerk

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order, and certificate of hearing with notice adopted by the City Council of the City of Marlborough, Massachusetts, on the ____ day of _____, 2021 and recorded with the records of location orders of said City, Book _____, Page _____. This certified copy is made under the provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest:

City Clerk

CITY OF MARLBOROUGH

TABLE OF EXHIBITS

Description	Exhibit Number
Letter of Authorization	Exhibit 1
Site Drawings	Exhibit 2
Structural Report	Exhibit 3
Affidavit of Radio Frequency Engineer	Exhibit 4
Radio Frequency Emissions Compliance	Exhibit 5
Site Selection Memorandum	Exhibit 6
Photo Simulations	Exhibit 7
Certificate of Liability Insurance	Exhibit 8
Affidavit of Verizon Wireless	Exhibit 9

Exhibit 1
Letter of Authorization

To Whom It May Concern:

National Grid, as owner of certain utility poles in public rights-of-way in Marlboro, MA, is aware and authorizes Verizon Wireless to complete the process of permitting for the installation of necessary telecommunications equipment and corresponding aerial fiber optic cable on

National Grid-owned utility poles at the following locations:

Location	Street Address	Pole #
MARLBORO_SC31_MA	201 Boston Post Rd W	Pole No MECO 19

Accordingly, National Grid hereby submits its authorization for Verizon Wireless to install its antennae and appurtenant equipment and aerial fiber routes to National Grid poles at the above locations. Please be advised that the undersigned has entered into a master lease agreement authorizing Verizon Wireless to install, attach, maintain, repair, upgrade and use wireless communications equipment and appurtenances on certain utility poles. The installations on National Grid utility poles will be subject to the underlying terms and conditions of the aforementioned agreement by and between National Grid and Verizon Wireless, as the same may be in effect from time to time.

Sincerely,



Keith Amelin

Senior Data Analyst

Third Party Attachments

Exhibit 2
Site Drawings



MARLBORO_SC31_MA-391559

UTILITY POLE #19

237 BOSTON POST ROAD WEST
MARLBOROUGH, MA 01752



ENGINEER



APPLICANT



SITE INFORMATION

MARLBORO_SC31_MA-391559
UTILITY POLE #19
237 BOSTON POST ROAD WEST
MARLBOROUGH, MA 01752

DESIGN RECORD

REVISIONS			
REV	DATE	DESCRIPTION	BY
E	01/07/21	UPDATED TO LATEST STANDARDS	JMS
D	03/01/17	REVISED	PRC
C	08/26/16	REVISED	DRG
B	09/15/16	REVISED	ALM
A	01/05/16	PRELIMINARY	DRG

GENERAL NOTES

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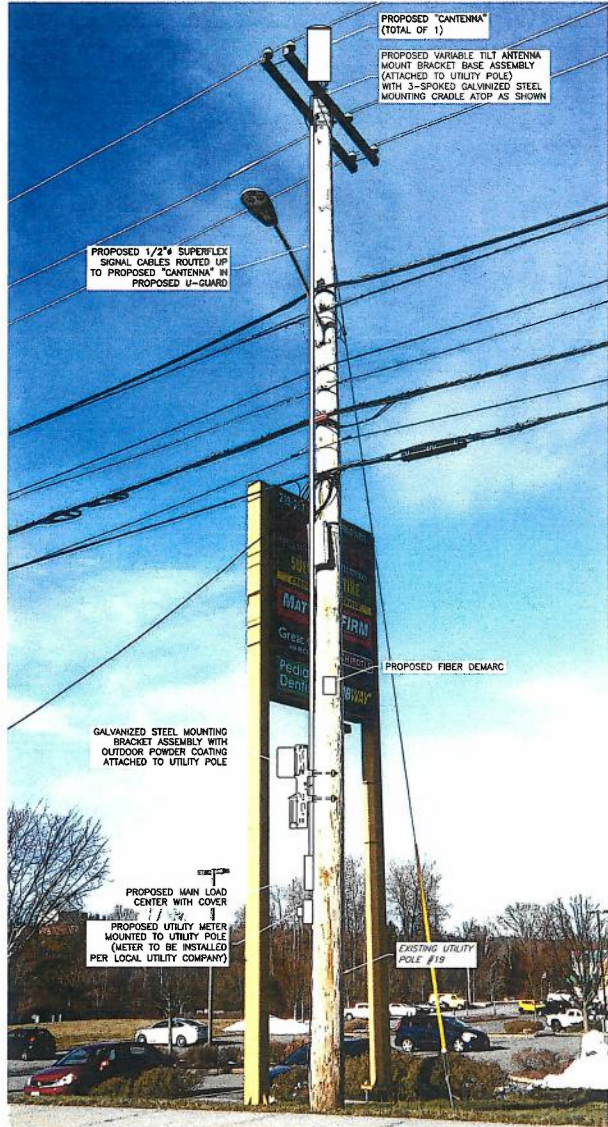
SHEET NUMBER

LE-1



SITE CONTROL POINT:
CENTER OF EXISTING U/P #19
N 42.338492' (42-20'-18.571")
W 71.591242' (71-35'-28.471")

1 LOCATION PLAN/AERIAL IMAGE
LE-1 SCALE: 1" = 50'



1 UTILITY POLE PHOTO (EXISTING CONDITIONS/SCHEMATIC RENDERING)
SCALE: NTS

GENERAL NOTES:

1. THESE DRAWINGS ARE DIAGRAMMATIC IN NATURE AND ARE INTENDED TO PROVIDE GENERAL INFORMATION REGARDING THE LOCATION, SIZE AND ORIENTATION OF THE PROPOSED WIRELESS TELECOMMUNICATIONS EQUIPMENT INSTALLATION ON THE UTILITY POLE AND ARE NOT SPECIFICALLY INTENDED FOR CONSTRUCTION.
2. VERIZON WIRELESS SHALL PLACE WEATHER RESISTANT PHENOLIC PLACARDS ON UTILITY POLE AND ANCILLARY EQUIPMENT TO IDENTIFY EQUIPMENT OWNERSHIP & CONTACT INFORMATION TO BE UTILIZED IN CASE OF EMERGENCY.
3. AN ANALYSIS OF THE CAPACITY OF THE EXISTING UTILITY POLE TO SUPPORT THE PROPOSED LOADING HAS NOT BEEN COMPLETED BY NB+C ENGINEERING SERVICES, LLC AND THUS, THESE DRAWINGS ARE SUBJECT TO CHANGE PENDING THE OUTCOME OF A STRUCTURAL ANALYSIS (TO BE PERFORMED BY OTHERS).
4. VERIZON WIRELESS' GENERAL CONTRACTOR SHALL EXTEND EFFORTS TO ENSURE THAT ALL PROPOSED EQUIPMENT MEETS THE REQUIREMENTS OF THE EXISTING UTILITY COMPANY OR COMPANIES CURRENTLY OCCUPYING THE UTILITY POLE AND THE 2017 NATIONAL ELECTRICAL SAFETY CODE.

ANTENNA AND MOUNT NOTE:

CONTRACTOR SHALL POSITION/ROTATE PROPOSED ANTENNA MOUNT/BACKET IN SUCH A WAY SO AS TO NOT INTERFERE WITH EXISTING STREET LIGHT, PRIMARY POWER CROSSARM(S) (IF PRESENT), BRACKETS, BRACES, SECONDARY POWER SUPPORTS OR ANY OTHER MISCELLANEOUS APPURTENANCES AND RELATED SUPPORT BRACKETS ENCOUNTERED LOCATED ON THE EXISTING UTILITY POLE.

EQUIPMENT AND MOUNT NOTE:

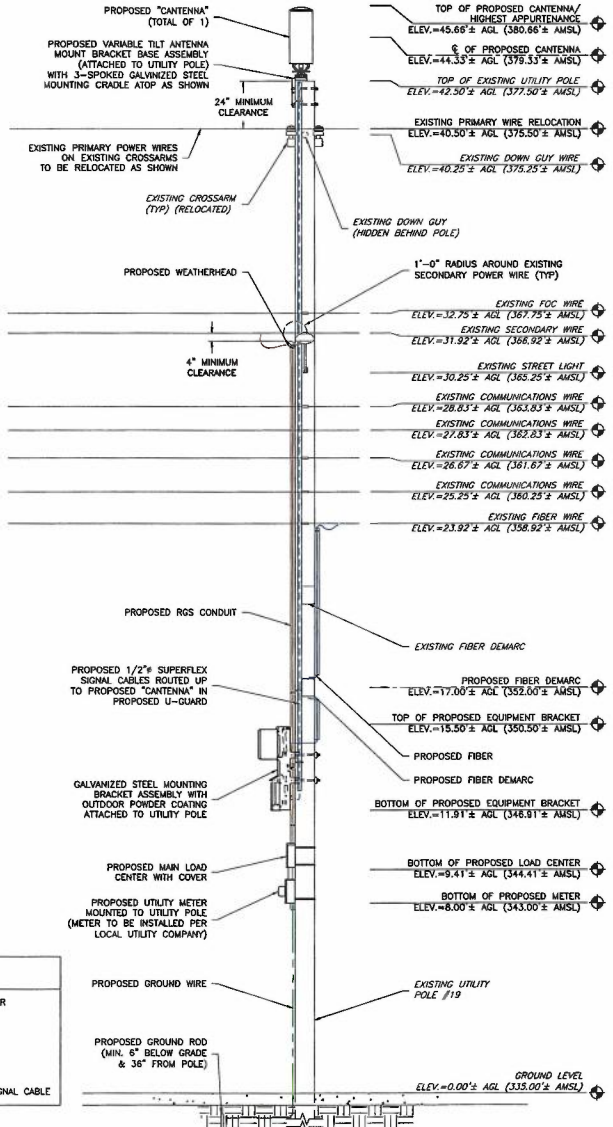
CONTRACTOR SHALL POSITION/ROTATE PROPOSED EQUIPMENT AND ASSOCIATED MOUNTS/BRACKETS IN SUCH A WAY SO AS TO NOT INTERFERE WITH EXISTING WIRES/PANELS ETC. OR ANY OTHER MISCELLANEOUS APPURTENANCES AND RELATED SUPPORT BRACKETS ENCOUNTERED LOCATED ON THE FACE OF THE EXISTING UTILITY POLE.

NOTE:

UTILITY POLE EXISTING APPURTENANCES AND DETAILS OF PROPOSED INSTALLATION SHOWN SCHEMATICALLY.

LEGEND

—	= FIBER BUNDLE/JUMPER
—	= AC POWER
—	= DC POWER
—	= GROUND
- - -	= 1/2" SUPERFLEX SIGNAL CABLE



2 UTILITY POLE ELEVATION (PROPOSED CONDITIONS)
SCALE: 1" = 6'

NB+C
TOTALLY COMMITTED.

NB+C ENGINEERING SERVICES, LLC.
100 ABBOTTS CREEK, SUITE 200
CHELSEA, MA 01824
(978) 518-2300

verizon

118 FLANDERS ROAD
WESTBORO, MA 01581
(508) 330-3330

MARLBORO_SC31_MA-391559
UTILITY POLE #19
237 BOSTON POST ROAD WEST
MARLBOROUGH, MA 01752

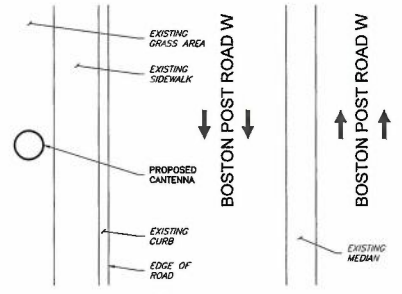
REVISIONS

REV	DATE	DESCRIPTION	BY
E	01/07/21	UPDATED TO LATEST STANDARDS	JMS
D	02/21/17	REVISED	PRC
C	05/05/18	REVISED	DRG
B	05/15/18	REVISED	ALM
A	01/05/16	PRELIMINARY	DRG

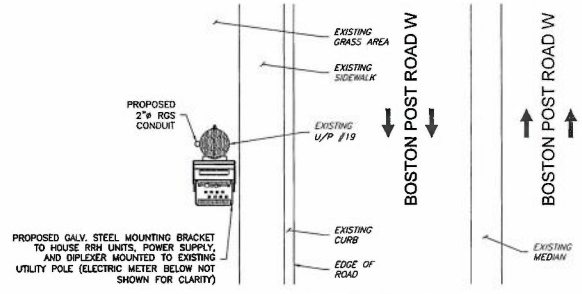
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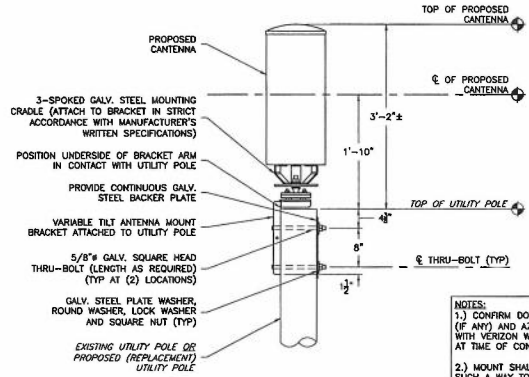
LE-2



1 ANTENNA ORIENTATION PLAN
SCALE: NTS
LE-3

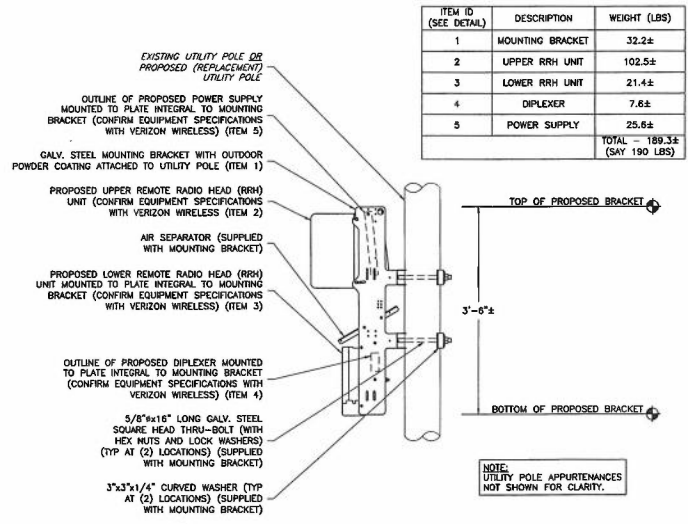


2 ANCILLARY EQUIPMENT ORIENTATION PLAN
SCALE: NTS
LE-3



3 ANTENNA MOUNT DETAIL
SCALE: NTS
LE-3

NOTES:
1.) CONFIRM DOWNTILT REQUIREMENTS (F AN) AND AZIMUTH SPECIFICATIONS WITH VERIZON WIRELESS RF ENGINEER AT TIME OF CONSTRUCTION.
2.) MOUNT SHALL BE INSTALLED IN SUCH A WAY TO ENSURE FLUME INSTALLATION OF ANTENNA.
3.) UTILITY POLE APPURTENANCES NOT SHOWN FOR CLARITY.



4 ANCILLARY EQUIPMENT MOUNTING BRACKET DETAIL
SCALE: NTS
LE-3

ITEM ID (SEE DETAIL)	DESCRIPTION	WEIGHT (LBS)
1	MOUNTING BRACKET	32.2±
2	UPPER RRH UNIT	102.5±
3	LOWER RRH UNIT	21.4±
4	DIPLEXER	7.6±
5	POWER SUPPLY	25.6±
TOTAL		189.3± (SAY 190 LBS)

NB+C
TOTALLY COMMITTED.
NB+C ENGINEERING SERVICES, LLC.
100 WOLFE DRIVE, SUITE 303
CHELSEA, MA 01824
617.559.6200

verizon
118 FLANDERS ROAD
WESTBORO, MA 01581
(508) 330-3330

MARLBORO_SC31_MA-391559
UTILITY POLE #19
237 BOSTON POST ROAD WEST
MARLBOROUGH, MA 01752

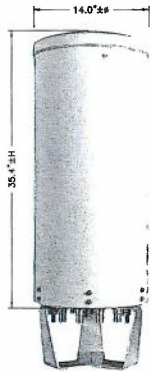
REVISIONS

REV	DATE	DESCRIPTION	BY
E	01/02/21	UPDATED TO LATEST STANDARDS	JMB
D	02/21/17	REVISED	PRC
C	08/09/16	REVISED	DRG
B	09/15/16	REVISED	ALM
A	01/05/16	PRELIMINARY	DRG

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LE-3



SMALL CELL ANTENNA

DIMENSIONS: 14.0"± ϕ x 35.4"±H
 WEIGHT: 35.0± LBS
 QUANTITY: TOTAL OF 1

1 TYPICAL ANTENNA SPECIFICATIONS
 SCALE: NTS



REMOTE RADIO HEAD

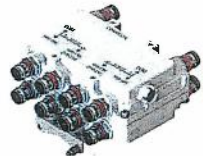
DIMENSIONS: 17.3"±H x 17.3"±W x 11.5"±D
 WEIGHT: 102.5± LBS
 QUANTITY: TOTAL OF 1



REMOTE RADIO HEAD

DIMENSIONS: 13.9"±H x 9.8"±W x 4.8"±D
 WEIGHT: 21.4± LBS
 QUANTITY: TOTAL OF 1

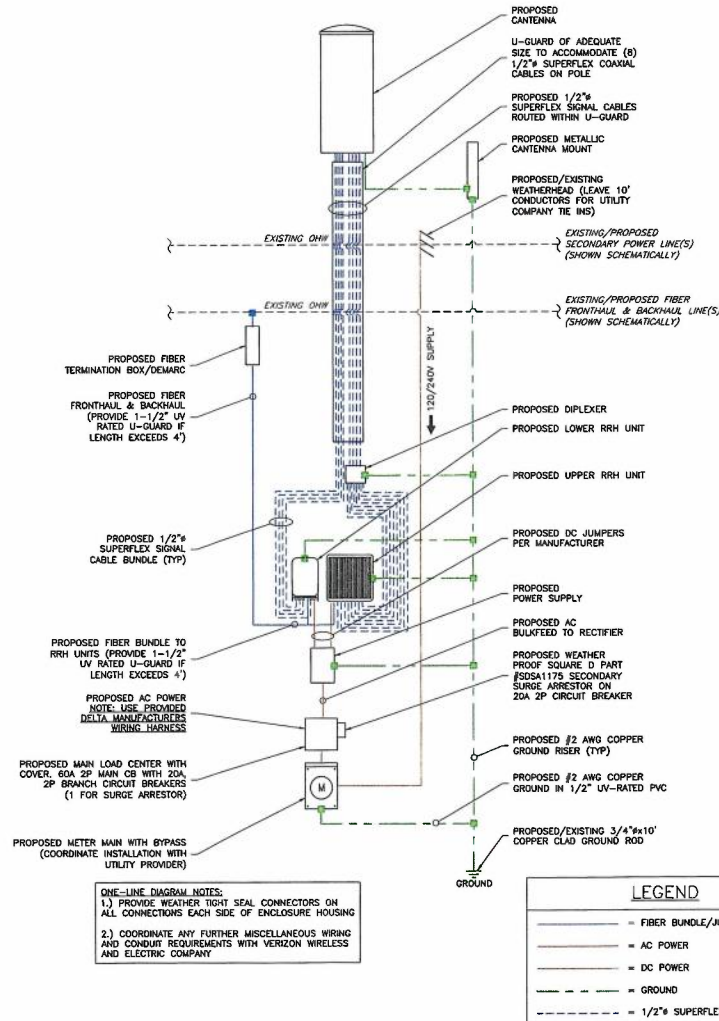
2 TYPICAL REMOTE RADIO HEAD (RRH) UNIT DIMENSIONS
 SCALE: NTS



DIPLEXER

DIMENSIONS: 4.8"±H x 7.9"±W x 3.3"±D
 WEIGHT: 7.6 LBS
 QUANTITY: TOTAL OF 1

3 TYPICAL DIPLEXER DIMENSIONS
 SCALE: NTS



ONE-LINE DIAGRAM NOTES:
 1.) PROVIDE WEATHER TIGHT SEAL CONNECTORS ON ALL CONNECTIONS EACH SIDE OF ENCLOSURE HOUSING
 2.) COORDINATE ANY FURTHER MISCELLANEOUS WIRING AND CONDUIT REQUIREMENTS WITH VERIZON WIRELESS AND ELECTRIC COMPANY

LEGEND

—	FIBER BUNDLE/JUMPER
—	AC POWER
—	DC POWER
—	GROUND
---	1/2" SUPERFLEX SIGNAL CABLE

4 FIBER/ELECTRICAL ONE-LINE DIAGRAM
 SCALE: NTS

NB+C
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 NB+C ENGINEERING SERVICES, LLC.
 96A WOLCOTT DRIVE, SUITE 302
 WESTBORO, MA 01581
 978.336.4301

verizon
 118 FLANDERS ROAD
 WESTBORO, MA 01581
 (508) 330-3330

MARLBORO_SC31_MA-391559
 UTILITY POLE #19
 237 BOSTON POST ROAD WEST
 MARLBOROUGH, MA 01752

REVISIONS

REV	DATE	DESCRIPTION	BY
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D	02/21/17	REVISED	PRC
C	06/05/16	REVISED	DRG
B	09/15/16	REVISED	ALM
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LE-4

ENGINEER
 APPLICANT
 SITE INFORMATION
 DESIGN RECORD
 GENERAL NOTES
 SHEET NUMBER

Table 6H-3. Meaning of Letter Codes on Typical Application Diagrams

Road Type	Distance Between Signs**		
	A	B	C
Urban (low speed)	100 feet	100 feet	100 feet
Urban (high speed)	350 feet	350 feet	350 feet
Rural	500 feet	500 feet	500 feet
Expressway / Freeway	1,000 feet	1,500 feet	2,640 feet

* Speed category to be determined by the highway agency

** The column headings A, B, and C are the dimensions shown in Figures 6H-1 through 6H-6. The A dimension is the distance from the transition or point of restriction to the first sign. The B dimension is the distance between the first and second signs. The C dimension is the distance between the second and third signs. (The "first sign" is the sign in a three-sign section that is closest to the TTC zone. The "third sign" is the sign that is furthest upstream from the TTC zone.)

Table 6H-4. Formulas for Determining Taper Length

Speed (S)	Taper Length (L) in feet
40 mph or less	$L = WS^2 / 60$
45 mph or more	$L = WS$

Where:
 L = taper length in feet
 W = width of offset in feet
 S = posted speed limit, or off-peak 85th-percentile speed prior to work starting, or the anticipated operating speed in mph

STATIONARY OPERATIONS

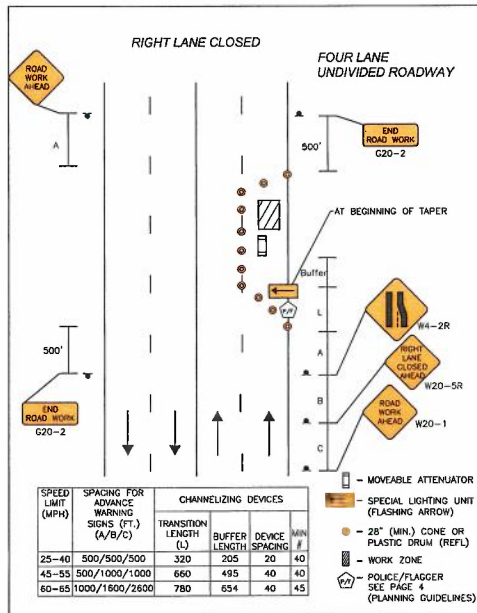


Table 6H-2. Meaning of Symbols on Typical Application Diagrams

Symbols	Description
	Arrow board
	Arrow board support or trailer (shown facing down)
	Changeable message sign or support trailer
	Channelizing device
	Cushion
	Direction of temporary traffic detour
	Direction of traffic
	Flagger
	High-level warning device (Flag tree)
	Longitudinal channelizing device
	Luminaire
	Pavement markings that should be removed for a long-term project
	Shadow vehicle
	Sign (shown facing left)
	Surveyor
	Temporary barrier
	Temporary barrier with warning light
	Traffic or pedestrian signal
	Truck-mounted attenuator
	Type 3 barricade
	Warning light
	Work space
	Work vehicle

1 WORK ZONE SAFETY TRAFFIC PLAN
 LE-5 NTS

NB+C
 TOTALLY COMMITTED.
 NB+C ENGINEERING SERVICES, LLC.
 100 APOLO DRIVE, SUITE 200
 CHILMARK, MA 01924
 978.636.4200

verizon
 118 FLANDERS ROAD
 WESTBORO, MA 01581
 (508) 330-3330

MARLBORO_SC31_MA-391559
 UTILITY POLE #19
 237 BOSTON POST ROAD WEST
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REVISIONS			
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LE-5

Exhibit 3
Structural Report



NB+C Engineering Services

Existing Wood Pole Antenna Installation

Prepared for Verizon Wireless

SITE INFORMATION

Address	237 Boston Post Road West Marlborough, MA 01752 Middlesex County Latitude: 42.338489° Longitude: -71.591241°
Verizon Site Name	MARLBORO_SC031
NB+C Project Number	100381
Date	January 8, 2021

1.0 INTRODUCTION

The pole is an existing wood pole located in Marlborough, MA. As per your request **NB+C ES** performed a structural analysis and design for the existing wood pole to verify that the structure can support the new loads and are in compliance with the applicable codes and standards. Information we have received and used for this analysis includes:

- Lease Exhibits prepared by **NB+C ES** personnel dated January 8, 2021
- Site photos taken by **NB+C ES** personnel dated January 7, 2021

2.0 APPURTENANCES LOADING

As per the information provided to us, Verizon is proposing antennas and feed lines as shown in Table 1 of this report.

Center Line Elevation (ft)	Antenna Model	Carrier	Feed Lines (in)
44'-0"	(1) Small Cell Antenna	Verizon	(1) 1/2" Superflex Cable (1) RGS Conduit (1) Ground Wire
	(1) Mounting Bracket		
17'-0"	(1) Fiber Demarc		
13'-9"	(1) Steel Mounting Bracket with (2) RRHs		
10'-0"	(1) Main Load Center		
8'-4"	(1) Utility Meter		

3.0 ASSUMPTIONS

This report is based on the theoretical capacity of the existing structural elements and is not an assessment of the overall suitability of the existing structure or its components for any particular use other than specified here in this report:

- This report makes no warranties, expressed and/or implied, and disclaims any liability arising from material, fabrication and erection of the existing Structure and any other existing or proposed components or appurtenances.
- All proposed and existing antennas, mounts, coaxial cables and appurtenances are assumed to be properly installed and configured according to manufacturer requirements.
- All existing structural elements are assumed to be in place and in good condition and were previously designed and constructed in accordance with applicable codes and standards.

APPENDIX A

NESC 250B CALCULATIONS

Groundline Load Summary - Reporting Angle Mode: Load - Reporting Angle: 88.8°										
	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
Powers	526	19.7	19,422	27.1	20.8	1,220	74	1	1,220	20.3
Comms	724	27.1	19,489	27.2	20.9	1,224	107	1	1,225	20.4
GuyBraces	1	0.0	38	0.1	0.0	2	8	0	2	0.0
GenericEquipments	421	15.8	10,645	14.9	11.4	668	701	6	674	11.2
Pole	805	30.2	16,080	22.4	17.2	1,010	1,398	12	1,021	17.0
Crossarms	9	0.3	352	0.5	0.4	22	100	1	23	0.4
Streetlights	156	5.8	4,575	6.4	4.9	287	45	0	288	4.8
SpanAdditions	3	0.1	73	0.1	0.1	5	13	0	5	0.1
Insulators	25	0.9	1,011	1.4	1.1	64	65	1	64	1.1
Pole Load	2,669	100.0	71,685	100.0	76.9	4,502	2,512	21	4,522	75.4
Pole Reserve Capacity			21,570		23.1	1,498			1,478	24.6

Load Summary by Owner - Reporting Angle Mode: Load - Reporting Angle: 88.8°										
	Shear Load* (lbs)	Applied Load (%)	Bending Moment (ft-lb)	Applied Moment (%)	Pole Capacity (%)	Bending Stress (+/- psi)	Vertical Load (lbs)	Vertical Stress (psi)	Total Stress (psi)	Pole Capacity (%)
<Undefined>	1,864	69.8	55,605	77.6	59.6	3,492	1,114	9	3,501	58.3
Pole	805	30.2	16,080	22.4	17.2	1,010	1,398	12	1,021	17.0
Totals:	2,669	100.0	71,685	100.0	76.9	4,502	2,512	21	4,522	75.4

Detailed Load Components:

Power	Owner	Height (ft)	Horiz. Offset (in)	Cable Diameter (in)	Sag at Max Temp (ft)	Cable Weight (lbs/ft)	Lead/Span Length (ft)	Span Angle (deg)	Wire Length (ft)	Tension (lbs)	Tension Moment* (ft-lb)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Primary	ACSR 1/0 AWG 6/1 RAVEN	40.35	46.35	0.3980	2.36	0.145	105.0	0.0	105.1	111	95	29	1,593	1,717
Primary	ACSR 1/0 AWG 6/1 RAVEN	40.35	46.35	0.3980	2.36	0.145	105.0	180.0	105.1	111	-95	29	1,593	1,526
Primary	ACSR 1/0 AWG 6/1 RAVEN	40.35	40.40	0.3980	2.36	0.145	105.0	0.0	105.1	111	95	-25	1,593	1,663
Primary	ACSR 1/0 AWG 6/1 RAVEN	40.35	40.40	0.3980	2.36	0.145	105.0	180.0	105.1	111	-95	-25	1,593	1,472
Primary	ACSR 1/0 AWG 6/1 RAVEN	40.35	22.72	0.3980	2.36	0.145	105.0	0.0	105.1	111	95	14	1,593	1,702
Primary	ACSR 1/0 AWG 6/1 RAVEN	40.35	22.72	0.3980	2.36	0.145	105.0	180.0	105.1	111	-95	14	1,593	1,511

Normal	10'x3.5" x 4.5" SP - 4 Pin	39.50	5.66	0.0	0.0	50.00	4.50	3.50	96.00	0	344	344
Totals:										0	344	344

Streetlight	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Flood Light	Streetlight - 3 ft. Arm	30.25	4.44	270.0	270.0	45.00	36.00	20.00	3.00	96.00	-251	4,716	4,465
Totals:											-251	4,716	4,465

SpanAddition	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Maintenance Loop	Span Addition	25.69	120.00	360.0	360.0	7.00	3.00	3.00	3.00	3.00	0	35	35
Maintenance Loop	Span Addition	25.84	96.00	360.0	360.0	7.00	3.00	3.00	3.00	3.00	0	36	36
Totals:											0	72	72

Insulator	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)	
Pin	15 kV Pin Insulator 6" Dia x 8"	39.69	46.00	83.0	0.0	10.00	6.00	8.00	38	328	366	
Pin	15 kV Pin Insulator 6" Dia x 8"	39.69	-40.00	278.0	0.0	10.00	6.00	8.00	-33	328	295	
Pin	15 kV Pin Insulator 6" Dia x 8"	39.69	22.00	75.6	0.0	10.00	6.00	8.00	18	328	346	
Bolt	Single Bolt	32.75	0.00	270.0	270.0	5.00	3.00	0.00	-3	0	-3	
Bolt	Single Bolt	31.92	0.00	270.0	270.0	5.00	3.00	0.00	-3	0	-3	
Bolt	Single Bolt	28.83	0.00	270.0	270.0	5.00	3.00	0.00	-3	0	-3	
Bolt	Single Bolt	27.83	0.00	270.0	270.0	5.00	3.00	0.00	-3	0	-3	
Bolt	Single Bolt	26.67	0.00	270.0	270.0	5.00	3.00	0.00	-3	0	-3	
Bolt	Single Bolt	25.25	0.00	270.0	270.0	5.00	3.00	0.00	-3	0	-3	
Bolt	Single Bolt	23.92	0.00	270.0	270.0	5.00	3.00	0.00	-3	0	-3	
Totals:										3	983	986

Guy Wire and Brace	Owner	Attach Height (ft)	End Height (ft)	Lead/Span Length (ft)	Wire Diameter (in)	Percent Solid (%)	Lead Angle (deg)	Incline Angle (deg)	Wire Weight (lbs/ft)	Rest Length (ft)	Stretch Length (in)
EHS 3/8	Down	36.83	0.00	8.00	0.375	75.00	90.0	77.5	0.273	42.26	0.00

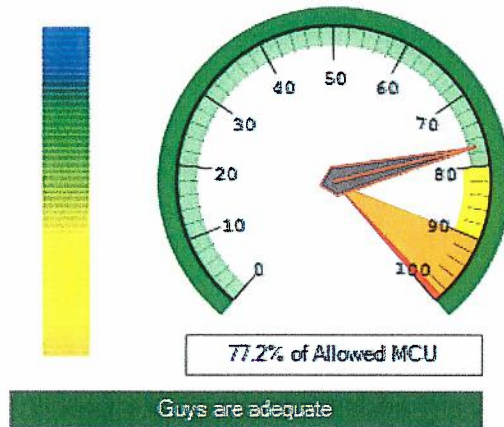
Guy Wire and Brace (Loads and Reactions)	Elastic Modulus (psi)	Rated Tensile Strength (lbs)	Guy Strength Factor	Allowable Tension (lbs)	Initial Tension (lbs)	Loaded Tension*2 (lbs)	Maximum Tension2 (lbs)	Applied Tension3 (lbs)	Vertical Load (lbs)	Shear Load In Guy Dir (lbs)	Shear Load At Report Angle (lbs)	Moment at GL3 (ft-lb)	
EHS 3/8	Down	2.30e+7	15,400	0.90	13,860	700	5,677	5,677	0	0	0	37	
Totals:										0	0	0	37

O-Calc® Pro Capacity Summary Info

Pole Identification: MARLBORO SC31

Report Created: 1/8/2021

File: MARLBORO_SC31_MA_Structural Analysis.pplx

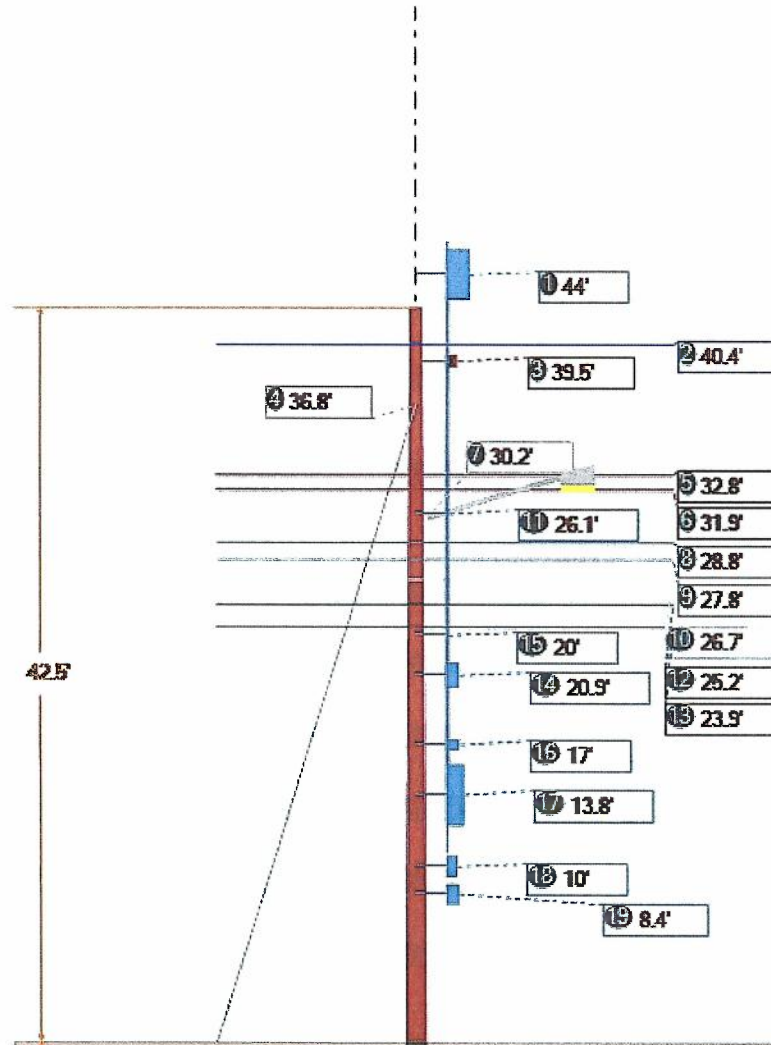


O-Calc® Pro Schematic View

Pole Identification: MARLBORO SC31

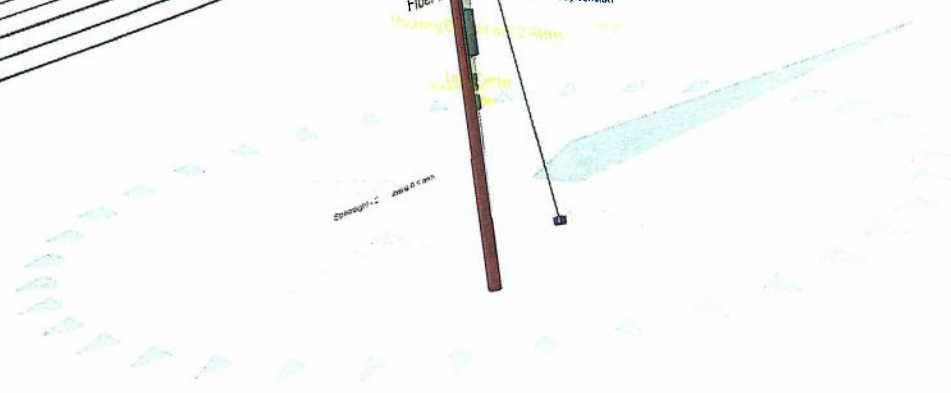
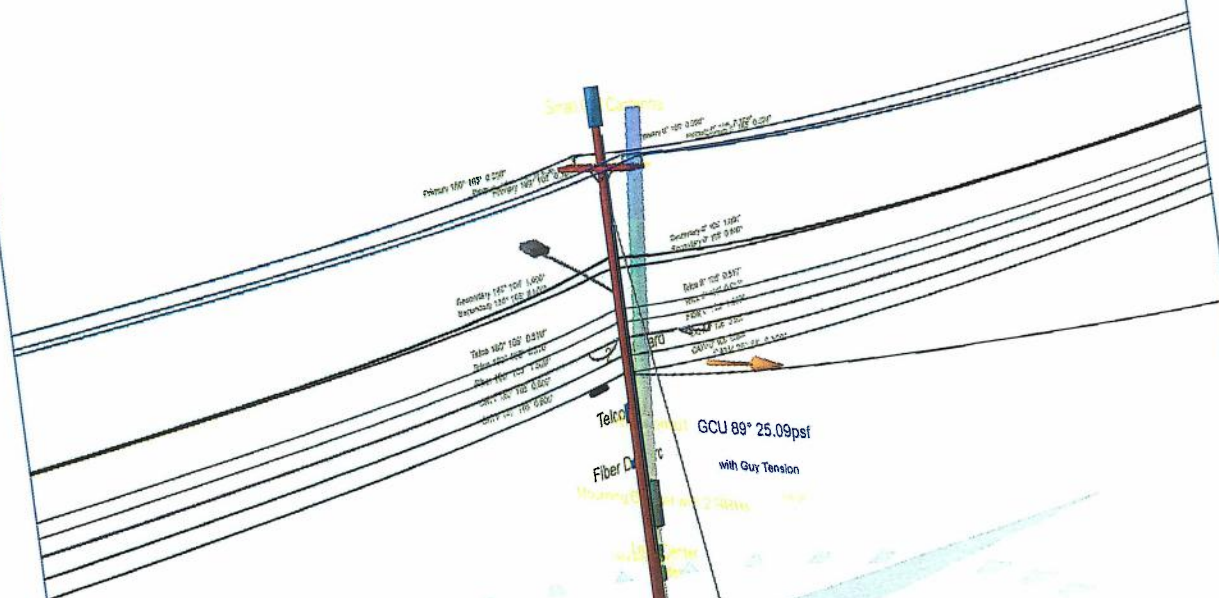
Report Created: 1/8/2021

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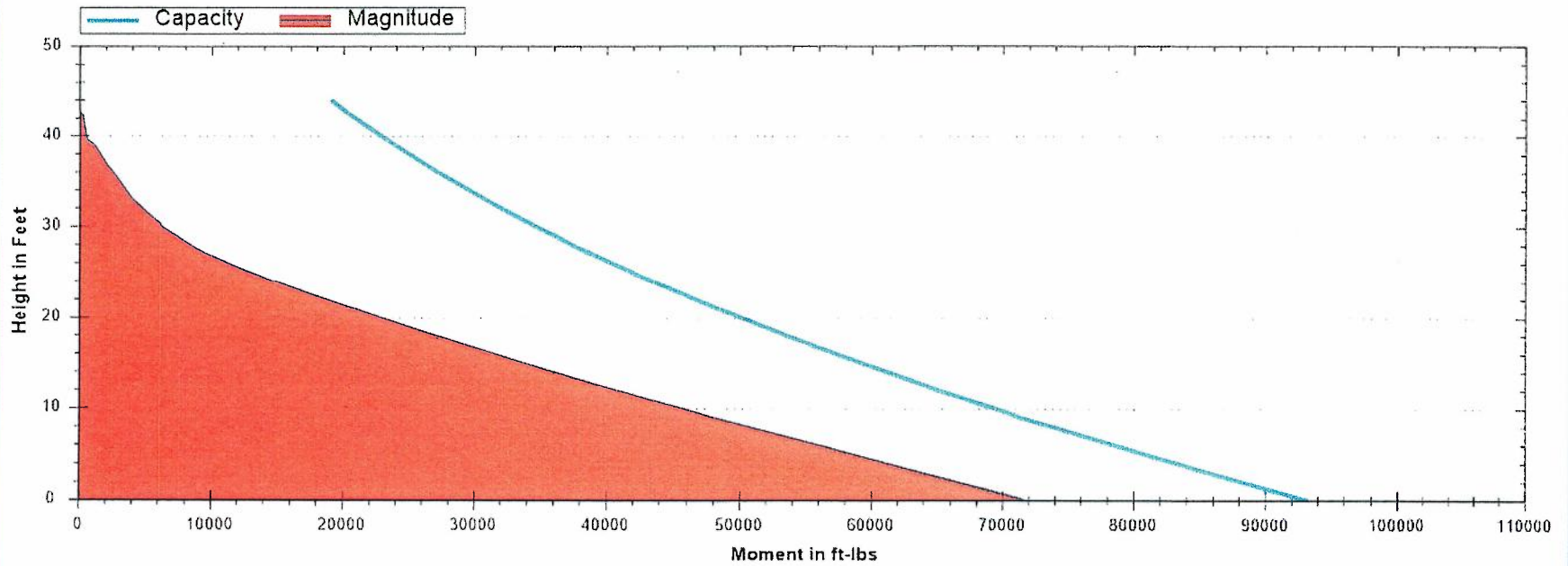


1 - 44' (528")	Small Cell Antenna
2 - 40.4' (484.2")	Primary 0° 105' 0.398" (ACSR 1/0 AWG 6/1 RAVEN) Primary 180° 105' 0.398" (ACSR 1/0 AWG 6/1 RAVEN) Primary 0° 105' 0.398" (ACSR 1/0 AWG 6/1 RAVEN) Primary 180° 105' 0.398" (ACSR 1/0 AWG 6/1 RAVEN) Primary 0° 105' 0.398" (ACSR 1/0 AWG 6/1 RAVEN) Primary 180° 105' 0.398" (ACSR 1/0 AWG 6/1 RAVEN)
3 - 39.5' (474")	Normal 8ft 3.5in x 4.5in
4 - 36.8' (442")	EHS 3/8 Down Guy 36.8 ft hgt, 77.7° angle
5 - 32.8' (393")	Secondary 0° 105' 1.000" (Generic Span) Secondary 180° 105' 1.000" (Generic Span)

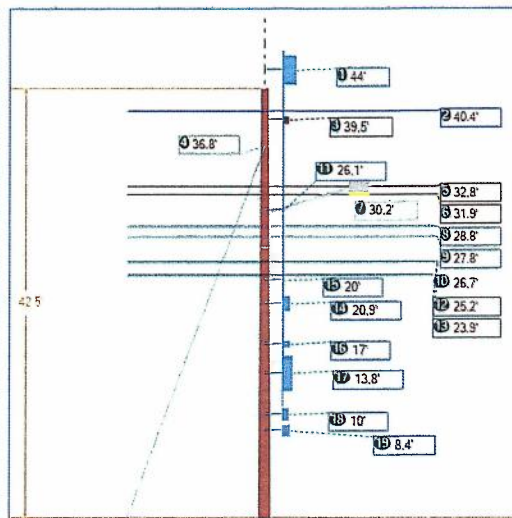
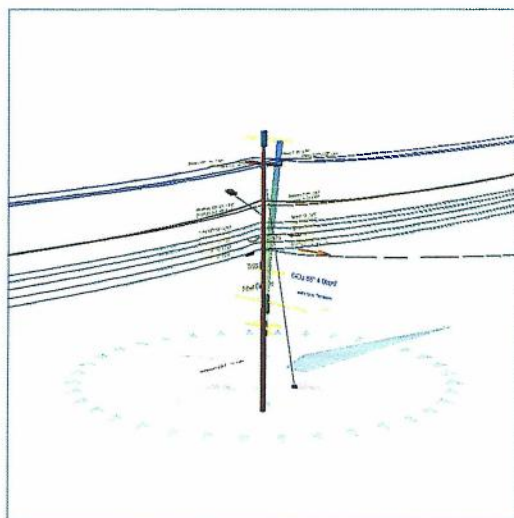
MARLBORO SC31



Bending Moment vs Height
Wind 89° : Load 88.8°
Pole: MARLBORO SC31 - 1/8/2021
NESC Ext Wind (250C) Grade B



Pole Num:	MARLBORO SC31	Pole Length / Class:	48.75 / 3	Code:	NESC	Structure Type:	Guyed Tangent
Aux Data 1	Unset	Species:	SOUTHERN PINE	NESC Rule:	Rule 250B	Status	Guy Wires Adequate
Aux Data 2	Unset	Setting Depth (ft):	6.25	Construction Grade:	B	Pole Strength Factor:	0.65
Aux Data 3	Unset	G/L Circumference (in):	38.91	Loading District:	Heavy	Transverse Wind LF:	2.50
Aux Data 4	Unset	G/L Fiber Stress (psi):	8,000	Ice Thickness (in):	0.50	Wire Tension LF:	1.65
Aux Data 5	Unset	Allowable Stress (psi):	5,200	Wind Speed (mph):	39.53	Vertical LF:	1.50
Aux Data 6	Unset	Fiber Stress Ht. Reduc:	No	Wind Pressure (psf):	4.00		
Latitude:	0.000000 Deg	Longitude:	0.000000 Deg	Elevation:	0 Feet		



Pole Capacity Utilization (%)	Height (ft)	Wind Angle (deg)
Maximum	78.9	0.0
Groundline	78.9	0.0
Vertical	2.5	24.7

Pole Moments (ft-lb)	Load Angle (deg)	Wind Angle (deg)
Max Cap Util	63,153	82.2
Groundline	63,153	82.2
GL Allowable	80,821	

Guy System Component Summary				Load From Worst Wind Angle on Pole		Individual Maximum Load	
Description	Lead Length (ft)	Lead Angle (deg)	Height (ft)	Nominal Capacity (%)	Wind Angle (deg)	Max Load Capacity (%)	Wind Angle (deg)
Single Helix Anchor	8.0	90.0		0.0	87.9	72.8	270.0
EHS 3/8 (Down)			36.8	0.0	87.9	57.8	270.0
System Capacity Summary:				Adequate		Adequate	

Secondary	Generic Span	32.75	6.80	1.0000	3.15	0.182	105.0	0.0	105.3	543	3,985	-49	2,837	6,773
Secondary	Generic Span	32.75	6.80	1.0000	3.15	0.182	105.0	180.0	105.3	543	-3,985	-49	2,837	-1,197
Secondary	Generic Span	31.92	6.85	0.5000	2.56	0.091	105.0	0.0	105.1	467	3,337	-32	2,074	5,379
Secondary	Generic Span	31.92	6.85	0.5000	2.56	0.091	105.0	180.0	105.1	467	-3,337	-32	2,074	-1,295
										Totals:	0	115	24,490	24,606

Comm	Owner	Height (ft)	Horiz. Offset (in)	Cable Diameter (in)	Sag at Max Temp (ft)	Cable Weight (lbs/ft)	Lead/Span Length (ft)	Span Angle (deg)	Wire Length (ft)	Tension (lbs)	Tension Moment* (ft-lb)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Telco	SS 26 GA 25 PR (0.51)	28.83	7.02	0.5100	2.55	0.260	105.0	0.0	105.1	618	3,988	-41	1,886	5,833
Telco	SS 26 GA 25 PR (0.51)	28.83	7.02	0.5100	2.55	0.260	105.0	180.0	105.1	618	-3,988	-41	1,886	-2,142
Telco	SS 26 GA 25 PR (0.51)	27.83	7.08	0.5100	2.55	0.260	105.0	0.0	105.1	618	3,849	-41	1,820	5,629
Telco	SS 26 GA 25 PR (0.51)	27.83	7.08	0.5100	2.55	0.260	105.0	180.0	105.1	618	-3,849	-41	1,820	-2,070
Fiber	Generic Span	26.67	7.15	1.5000	2.57	0.274	105.0	0.0	105.1	1,254	7,490	-71	2,888	10,307
Fiber	Generic Span	26.67	7.15	1.5000	2.57	0.274	105.0	180.0	105.1	1,254	-7,490	-71	2,993	-4,567
CATV	Generic Span	25.25	7.23	0.5000	2.56	0.091	105.0	0.0	105.1	467	2,640	-34	1,641	4,247
CATV	Generic Span	25.25	7.23	0.5000	2.56	0.091	105.0	180.0	105.1	467	-2,640	-34	1,641	-1,033
CATV	Generic Span	23.92	7.31	0.5000	2.56	0.091	105.0	0.0	105.1	467	2,501	-34	1,554	4,021
CATV	Generic Span	23.92	7.31	0.5000	2.13	0.091	74.0	20.0	74.2	205	3,766	-31	907	4,643
CATV	Generic Span	23.92	7.31	0.5000	2.56	0.091	105.0	180.0	105.1	467	-2,501	-34	1,752	-783
										Totals:	3,766	-469	20,787	24,084

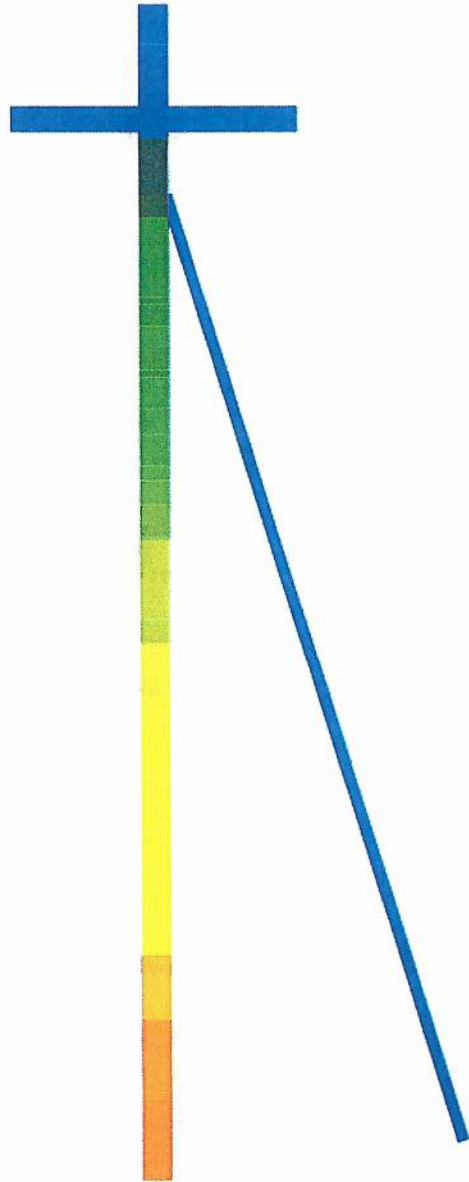
GenericEquipment	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Diameter (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
Cylinder	Small Cell Cantenna	44.00	0.65	0.0	0.0	32.00	35.40	--	14.00	--	0	1,507	1,507
Cylinder	2" U-Guard	26.13	5.68	90.0	0.0	200.00	380.00	--	2.00	--	141	1,372	1,513
Box	Telco Box	20.92	6.48	270.0	0.0	17.00	18.00	3.00	--	8.00	-14	332	318
Cylinder	1" RGS Conduit	20.00	5.54	0.0	0.0	150.00	300.00	--	1.00	--	14	415	429
Box	Fiber Demarc	17.00	8.21	270.0	0.0	12.00	8.00	2.00	--	8.00	-12	120	108
Box	Mounting Bracket with 2 RRHs	13.75	10.40	0.0	0.0	190.00	42.00	10.00	--	10.58	34	639	672
Box	Load Center	10.00	8.05	0.0	0.0	50.00	14.88	4.87	--	6.63	7	80	87
Box	Meter	8.41	7.90	0.0	0.0	50.00	14.00	4.38	--	8.00	7	57	64
										Totals:	176	4,522	4,698

Crossarm	Owner	Height (ft)	Horiz. Offset (in)	Offset Angle (deg)	Rotate Angle (deg)	Unit Weight (lbs)	Unit Height (in)	Unit Depth (in)	Unit Length (in)	Offset Moment* (ft-lb)	Wind Moment* (ft-lb)	Moment at GL* (ft-lb)
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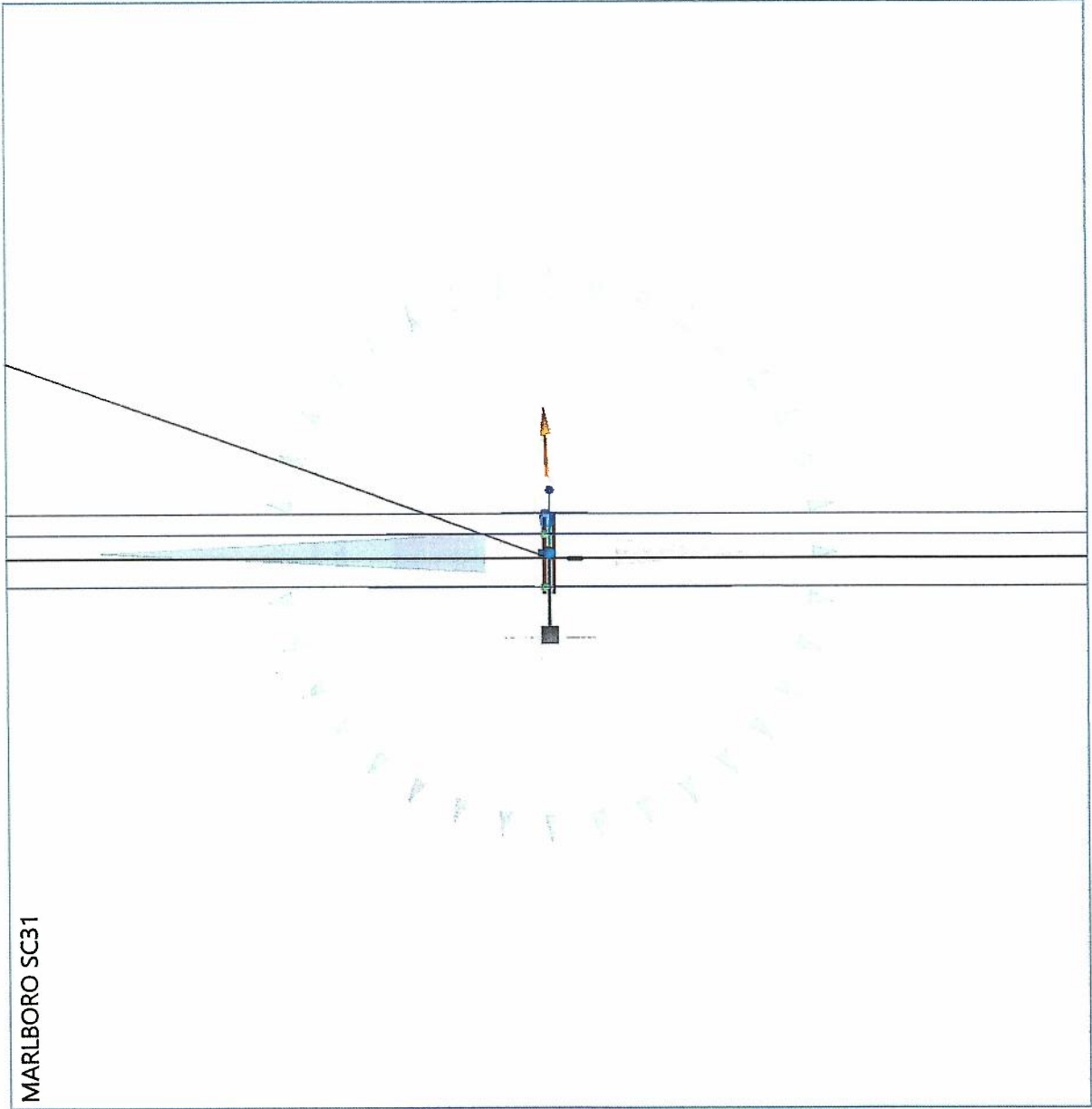
Anchor/Rod Load Summary	Owner	Rod Length AGL (in)	Lead Length (ft)	Lead Angle (deg)	Strength of Assembly (lbs)	Anchor/Rod Strength Factor	Allowable Load (lbs)	Max Load ² (lbs)	Load at Pole MCU ³ (lbs)	Max Required Capacity ² (%)
Single Helix Anchor		18.00	8.00	90.0	11,000	1.00	11,000	8,006	0	72.8

Pole Buckling													
Buckling Constant	Buckling Column Height* (ft)	Buckling Section Height (% Buckling Col. Hgt.)	Buckling Section Diameter (in)	Minimum Buckling Diameter at GL (in)	Diameter at Tip (in)	Diameter at GL (in)	Modulus of Elasticity (psi)	Pole Density (pcf)	Ice Density (pcf)	Pole Tip Height (ft)	Buckling Load Capacity at Height (lbs)	Buckling Load Applied at Height (lbs)	Buckling Load Factor of Safety
0.71	24.67	33.46	11.43	11.36	7.47	12.39	1.60e+6	60.00	57.00	42.50	196,214	1967.98	40.00

O-Calc® Pro Heat Map View
Report Created: 1/8/2021



6 - 31.9' (383")	Secondary 0° 105' 0.500" (Generic Span) Secondary 180° 105' 0.500" (Generic Span)
7 - 30.2' (363")	Streetlight - 3 ft. Arm 8.0 ft arm
8 - 28.8' (346")	Telco 0° 105' 0.510" (SS 26 GA 25 PR (0.51)) Telco 180° 105' 0.510" (SS 26 GA 25 PR (0.51))
9 - 27.8' (334")	Telco 0° 105' 0.510" (SS 26 GA 25 PR (0.51)) Telco 180° 105' 0.510" (SS 26 GA 25 PR (0.51))
10 - 26.7' (320")	Fiber 0° 105' 1.500" (Generic Span) Fiber 180° 105' 1.500" (Generic Span)
11 - 26.1' (313.6")	2" U-Guard
12 - 25.2' (303")	CATV 0° 105' 0.500" (Generic Span) CATV 180° 105' 0.500" (Generic Span)
13 - 23.9' (287")	CATV 0° 105' 0.500" (Generic Span) CATV 20° 74' 0.500" (Generic Span) CATV 180° 105' 0.500" (Generic Span)
14 - 20.9' (251")	Telco Box
15 - 20' (240")	1" Conduit
16 - 17' (204")	Fiber Demarc
17 - 13.8' (165")	Mounting Bracket with 2 RRHs
18 - 10' (120")	Load Center
19 - 8.4' (100.9")	Meter



MARLBORO SC31

ATC Hazards by Location

Search Information

Address: 52 Norfolk St, Cambridge, MA 02139, USA
Coordinates: 42.338489, -71.591241
Elevation: 335 ft
Timestamp: 2021-01-07T17:17:44.635Z
Hazard Type: Wind




ASCE 7-16

MRI 10-Year 74 mph
 MRI 25-Year 83 mph
 MRI 50-Year 90 mph
 MRI 100-Year 97 mph
 Risk Category I 108 mph
 Risk Category II 118 mph
 Risk Category III 126 mph
 Risk Category IV  131 mph

You are in a wind-borne debris region if you are also within 1 mile of the coastal mean high water line.

ASCE 7-10

MRI 10-Year 77 mph
 MRI 25-Year 87 mph
 MRI 50-Year 94 mph
 MRI 100-Year 101 mph
 Risk Category I 114 mph
 Risk Category II 124 mph
 Risk Category III-IV  135 mph

If the structure under consideration is a healthcare facility and you are also within 1 mile of the coastal mean high water line, you are in a wind-borne debris region. If other occupancy, use the Risk Category II basic wind speed contours to determine if you are in a wind-borne debris region.

ASCE 7-05

ASCE 7-05 Wind Speed 99 mph

The results indicated here DO NOT reflect any state or local amendments to the values or any delineation lines made during the building code adoption process. Users should confirm any output obtained from this tool with the local Authority Having Jurisdiction before proceeding with design.

Disclaimer

Hazard loads are interpolated from data provided in ASCE 7 and rounded up to the nearest whole integer. Per ASCE 7, islands and coastal areas outside the last contour should use the last wind speed contour of the coastal area – in some cases, this website will extrapolate past the last wind speed contour and therefore, provide a wind speed that is slightly higher. NOTE: For queries near wind-borne debris region boundaries, the resulting determination is sensitive to rounding which may affect whether or not it is considered to be within a wind-borne debris region.

Mountainous terrain, gorges, ocean promontories, and special wind regions shall be examined for unusual wind conditions.

Exhibit 4

Affidavit of Radio Frequency Engineer



AFFIDAVIT OF RADIO FREQUENCY ENGINEER

The undersigned, in support of the application to install a small wireless communications facility (SWF) consisting of one antenna array and associated radio equipment on one (1) utility pole located within the City of Marlborough, Massachusetts, states the following:

1. My name is Mark Noonan. I have a Bachelor of Engineering, Electrical Engineering Technology degree from SUNY Institute of Technology at Utica Rome College. I have been employed as a Radio Frequency (RF) Design Engineer for three (3) years, the last three (3) years with Verizon Wireless. I am responsible for network design in the area of Massachusetts that includes the City of Marlborough, MA.
2. Verizon Wireless is a federally licensed provider of wireless communications services with a national footprint.
3. The proposed small wireless facility is within an area where Verizon Wireless has identified a need to install additional facilities in order to provide reliable wireless service for customers and emergency responders and access to new technologies. The search area for the proposed facility was determined with reference to Verizon’s existing network serving the Marlborough area and by identifying those areas in need of improved service. Furthermore, it was determined that the area served by the facility would interact well with those of existing and proposed facilities in the surrounding areas.

The following table provides details of each proposed site:

Name	Address	Pole Number
Marlborough_SC31_MA	237 Boston Post Road	Pole No. MECO 19

4. Small cell deployments are intended to complement, not replace, macro network sites, and are typically target areas of heavy network usage (a.k.a “hotspots”). In doing so, small cells serve to offload the demand on the existing sites serving these hotspots. This not only improves service to the targeted area, but also improves overall system performance elsewhere in the network. In addition, small cells allow for Verizon’s deployment of new technologies that will further enhance the network experience and reliability, including faster download time and lower latency.
5. Pursuant to its Federal Communications Commission (FCC) licenses, Verizon Wireless is required to ensure that all radio equipment operating at the proposed communications facilities and the resulting radio frequency exposure levels are compliant with FCC requirements as well as federal and state health and safety standards.
6. Providing wireless communications services is a benefit to the residents of the City of Marlborough, as well as to mobile customers traveling through the area. The proposed facility reflects the locations and designs required to meet Verizon Wireless’ network objectives with

respect to capacity and coverage enhancement and deployment of new technologies, including 5G. Without the proposed facilities, Verizon Wireless will be unable to provide reliable wireless communication services in these areas of Marlborough; therefore, Verizon Wireless respectfully requests that the City of Marlborough act favorably upon the proposed facility.

Signed and sworn under the pains and penalties of perjury this 4th day of January 2021.

Mark Noonan

Mark Noonan
RF Design Engineer
Verizon Wireless
118 Flanders Road, 3rd Floor
Westborough, MA 01851

Exhibit 5
Radio Frequency Emissions Compliance

January 11, 2021



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

RE: Verizon Wireless Small Cell SC31

Dear City Council;

Verizon is installing additional wireless telecommunications facilities in order to meet the growing demand for Verizon Wireless service by residents, businesses, visitors, and emergency responders.

To ensure general public safety, it is important that you contact Verizon Wireless personnel at least 24 hours in advance should general maintenance need to be performed in areas of potential concern as marked on the next page of this document. This is required to comply with FCC guidelines and ensure the environment is safe for general maintenance workers who may require RF Safety & Awareness training. With notification, Verizon Wireless is able to evaluate appropriate actions needed relating to the antennas and proximity of the work location.

Thank you for your inquiry. Verizon has a process to deactivate power on small cells (regardless of whether the small cell is 4G or 5G) while work is being done on the pole (including joint use poles). The information needed to have a small cell powered down for work to occur on the pole (including contact numbers and pole identifiers) is provided at a safe distance from the small cell on the pole itself. Please contact Verizon Wireless personnel at least 24 hours in advance if you need to perform maintenance at that site. If you have any additional questions, our point of contact in that area is Luis Teves.

You also expressed concerns about the health effects of RF emissions from Verizon's network equipment. The Federal Communications Commission (FCC) has developed safety rules for human exposure to RF emissions in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration. These rules can be found at 47 C.F.R § 1.1310. No matter which generation of technology we use, all Verizon equipment must comply with these safety requirements.

The FCC supported and adopted the standards after examining the RF research that scientists in the US and around the world conducted for decades. The research continues to this day, and agencies continue to monitor it. Based on that research, federal agencies have concluded that equipment that has been deployed in a manner that complies with the safety standards poses no known health risks. You can

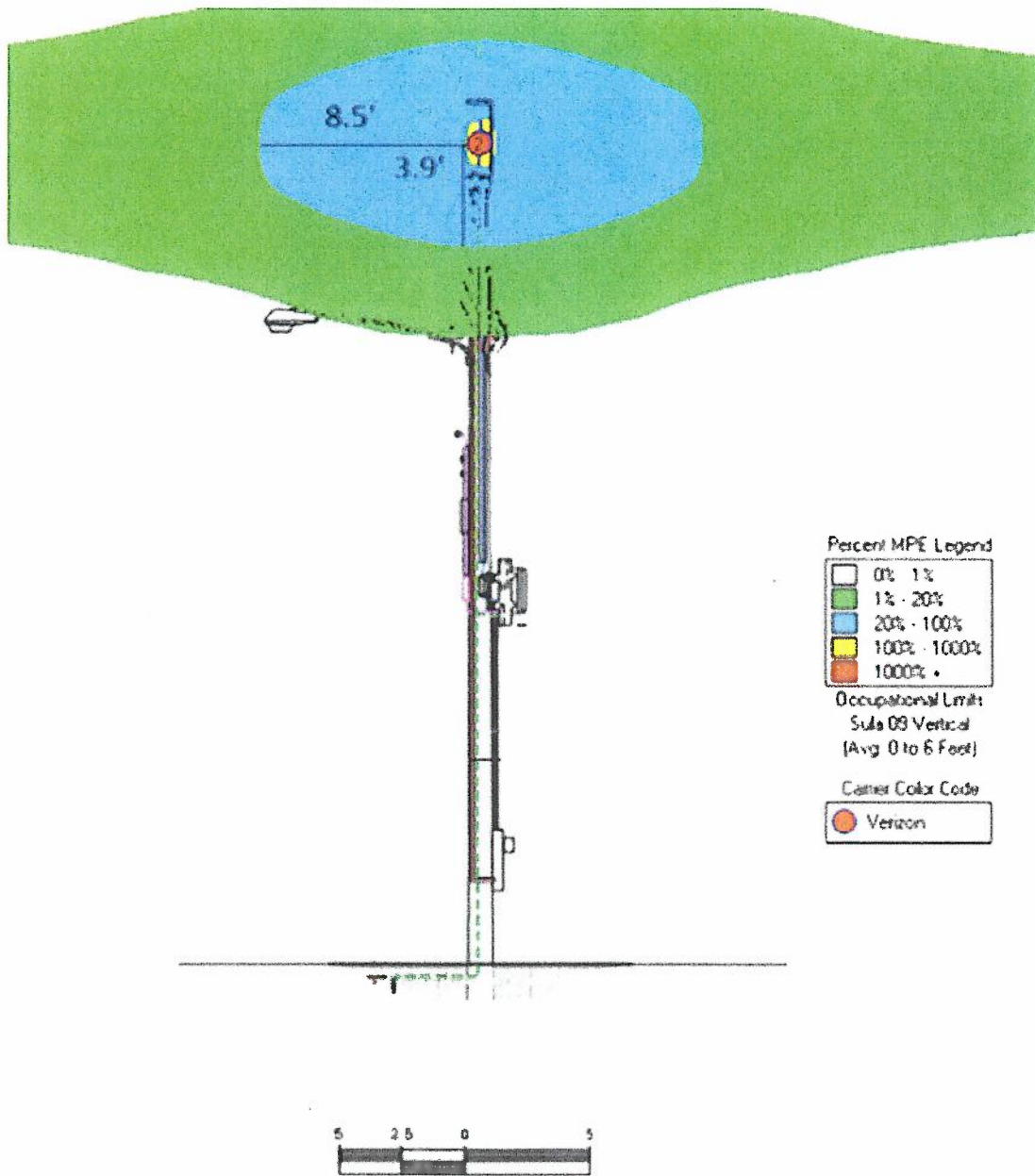
obtain further information about the safety of RF emissions from cell towers on the FCC's website, which you can access via this link: <http://www.fcc.gov/oet/rfsafety/rf-faqs.html>.

Thank you for reaching out to us regarding your concerns. We appreciate the chance to explain our activities regarding the wireless facility at issue. Questions related to compliance with federal regulations should be directed to VZWRFCCompliance@verizonwireless.com. Please contact your local Verizon Wireless resource below if you have any additional questions.

Contact Name	Contact Email	Contact Phone
Luis Teves	Luis.Teves@VerizonWireles.com	508-479-3197

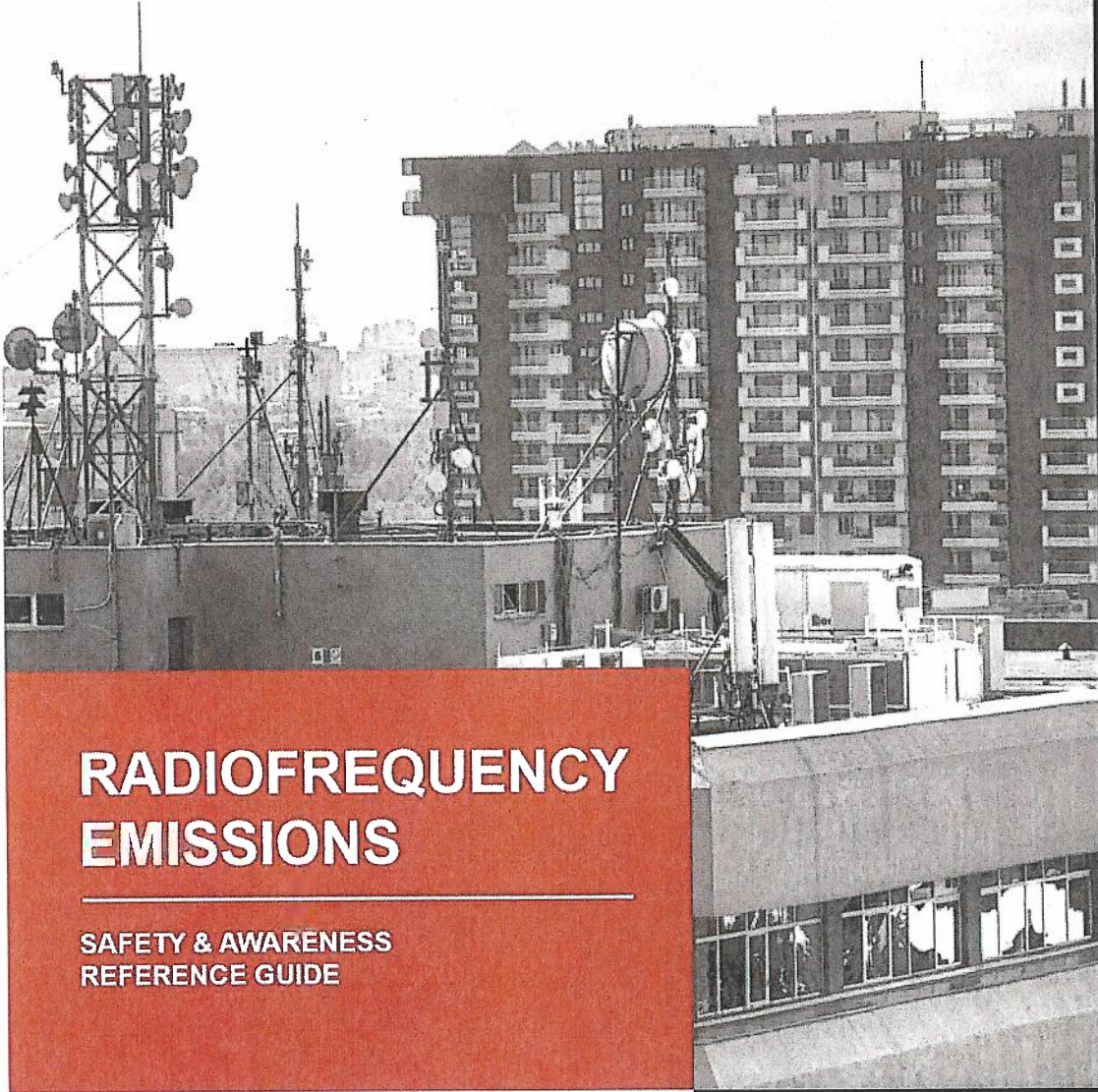
Sincerely,
Mark Noonan
Engineer
RF Design
Verizon Wireless
Verizon Wireless (VZW) Radiofrequency (RF) Emissions Map

The following site layout represents a current snapshot in time of the predicted Verizon Wireless RF emissions from transmitting antennas on this facility. Contact Verizon Wireless should maintenance need to be performed in any non-green areas.



Color % Occupational MPE Instructions

0 to 20 Safe In Relation to VZW. Contact Other Carriers Before Entering This Area
20 to 100
Greater Than 100 Contact VZW Before Accessing This Area
 Greater Than 1000



RADIOFREQUENCY EMISSIONS

SAFETY & AWARENESS
REFERENCE GUIDE

This handout is not intended to replace the FCC/OSHA mandated occupational requirement for RF Safety & Awareness Training

FEDERAL COMPLIANCE REQUIREMENTS

The Federal Communications Commission (FCC) has established safety guidelines relating to RF exposure from cell sites. The FCC developed those standards, known as Maximum Permissible Exposure (MPE) limits, in consultation with numerous other federal agencies, including the Environmental Protection Agency, the Food and Drug Administration, and the Occupational Safety and Health Administration.

The standards were developed by expert scientists and engineers after extensive reviews of the scientific literature related to RF biological effects. The FCC explains that its standards incorporate prudent margins of safety.

CLASSIFICATIONS FOR EXPOSURE LIMITS

OCCUPATIONAL

Persons are "exposed as a consequence of their employment" and are "fully aware of the potential for exposure and can exercise control over their exposure".

GENERAL POPULATION

Any persons that "may not be made fully aware of the potential for exposure or cannot exercise control over their exposure".

Those in this category do not require RF Safety & Awareness Training.

ENSURING COMPLIANCE WITH FCC GUIDELINES

Areas or portions of any transmitter site may be susceptible to high power densities that could cause personnel exposures in excess of the FCC guidelines. Wireless Licensees are required by law to implement the following:

- Restrict access
- Post notification signage on every access point to increase awareness of the potential for exposure BEFORE one enters an area with antennas.
- Place additional notification signage and visual indicators in an area with antennas (beyond an access point) where RF exposure levels may start to exceed the FCC's limits.

MPE CHART

	MPE Limit	Signage	Percent MPE	
			General Population - 100% +	Occupational - 100% +
General	4	WARNING	100% +	100% +
Occupational	3	CAUTION	100% +	100% +
General Population	2	NOTICE	100% +	100% +
Limit	1	NO POSTING	100%	100%

RF Safety & Awareness Training - MPE Chart - 4/11/19 5:16:52 PM

EXPOSURE MANAGEMENT

- Assume that all antennas are active
- Obey all posted signs
- Do not stop in front of any antenna
- Recognize the type of antenna and approach at the safest angle
- Contact wireless operator to coordinate access if required
- Signage will indicate where potential RF conditions exist
- Understand pathways of safe egress
- If needed and possible wear personal protection equipment
- When using a personal monitor, remember the time averaging limits and monitor alarm thresholds if working in front of antennas
- If experiencing symptoms of heat exhaustion or nausea, remove yourself from the worksite and seek medical attention
- Power density decreases with distance so maintain distance between you and the antennas. The greater the distance you are from an antenna the bigger the reduction of RF exposure you will receive

PROPERTY OWNER RESPONSIBILITIES (M.E.N.U.)

RF exposure safety and the protection of every licensee's infrastructure are very important. Property owners and licensees have a shared responsibility in maintaining a safe and secure RF environment. Property owners can help in this significant endeavor by:

- **M**aintaining all necessary wireless licensee contact information.
- **E**nforcing restricted access (help maintain a Controlled Environment). Ensuring all building/maintenance personnel are trained in RF Safety, aware that the potential for exposure exists, and follow all appropriate entry and safety procedures.
- **N**otifying all licensees when any non-carrier requests access to any area with antennas at least 24 hours in advance.
- **U**nderstanding that compliance with the FCC and OSHA can be achieved with RF Exposure levels above the applicable limit if the proper signage, physical/indicative barrier, and access restrictions are implemented. Commitment to compliance and willingness to cooperate are essential.

NOTIFICATION SIGNS

NOTICE



A blue Notice sign is posted when levels (beyond posted signage) may exceed General Population MPE limits.

CAUTION



A yellow Caution sign is posted when levels (beyond posted signage) may exceed Occupational MPE limits.

WARNING



A orange Warning sign is posted when levels (beyond posted signage) exceed 10 times the Occupational MPE limits.

TYPES OF ANTENNAS

MICROWAVE ANTENNA

- Highly directional antenna model used for point to point communications
- Approach from the rear and sides. Do not stand or walk in front of microwaves as they transmit at a high frequency.



PANEL ANTENNA

- Range from 1 to 8 feet in length
- Sled mounted or to a support structure on site (Rooftop)
- Approach these antennas from the rear.



OMNI ANTENNA

- Omni antennas have the appearance of a rod-shaped pole and radiate in a 360° pattern around the pole.
- At the antenna level, there is no approach angle that is safer than another. Typically, emissions directly below the antenna are less than in front of the antenna.



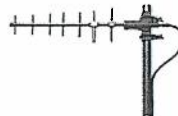
QUASI-OMNI ANTENNA

- Quasi-Omni antennas have the appearance of a cylinder and contain emitters that radiate in a 360° pattern around the pole.
- At the antenna level, there is no approach angle that is safer than another. Typically, emissions directly below the antenna are less than in front of the antenna.



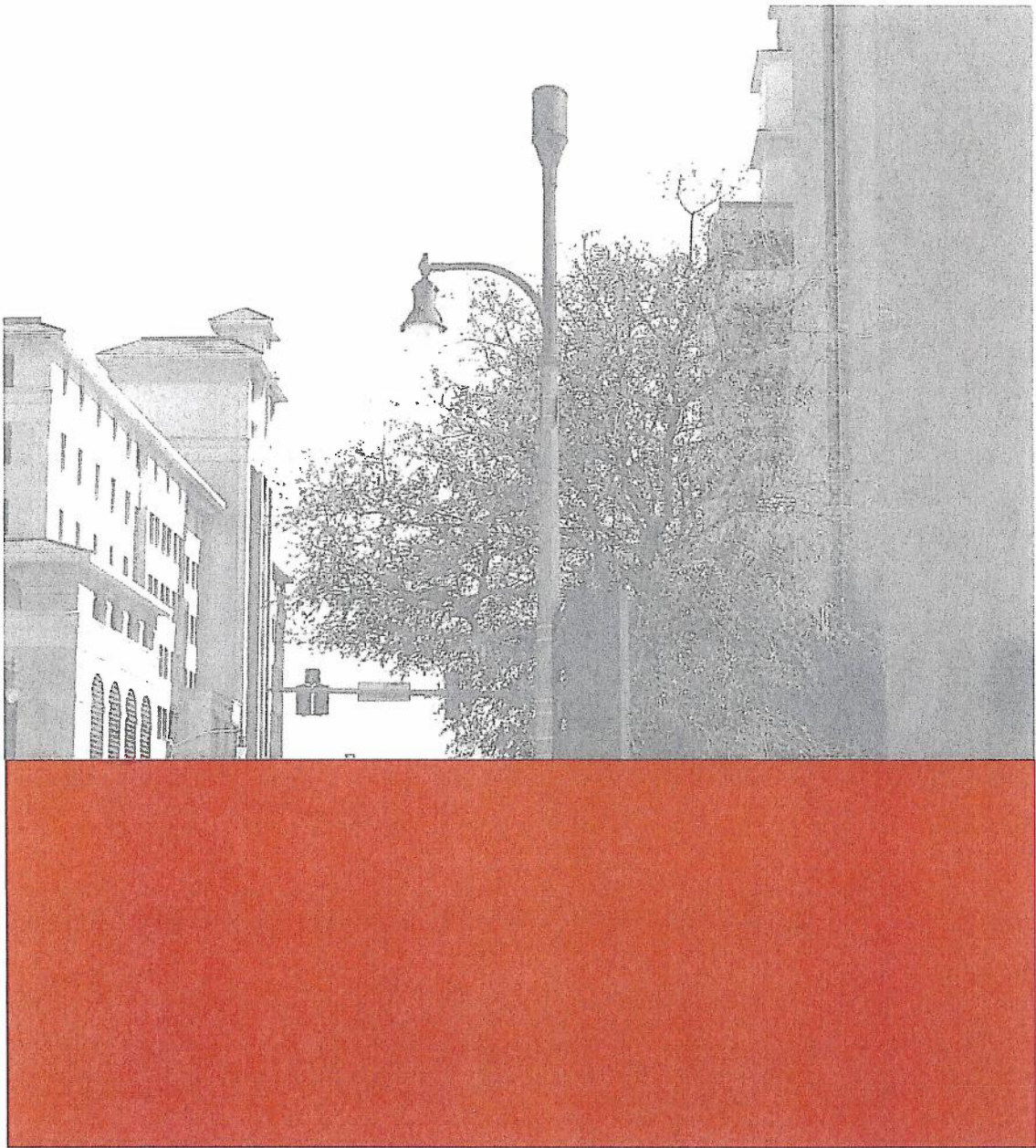
YAGI ANTENNA

- Directional antenna model
- Approach from sides and rear.



RF SAFETY TRAINING CONTACTS

WATERFORD CONSULTANTS www.waterfordconsultants.com
 EBI www.ebiconsulting.com
 SITESAFE www.sitesafe.com
 DTECH COMMUNICATIONS..... www.dtech.com



CONTACT US

Email: VZWRFCompliance@vzw.com
Subject: "ATTN:RF Compliance"

For Emergency Maintenance:
1-800-264-6620

verizon^v

Exhibit 6
Site Selection Memorandum

Small Cell Siting Memo – Utility Pole # 19

Verizon Wireless Site Name: Marlboro SC31 MA

Address: 237 Boston Post Road West Marlborough, MA.

The location required for the Verizon Wireless 4G Small Cell NODE was limited to the use of a utility pole in a very specific area along Route 20. The wood utility poles located along Boston Post Road have transformers and other heavy equipment on them. National Grid prohibits the carriers from locating on poles with excessive equipment and transformers, therefore they are unsuitable for collocation.

The pole selected and licensed by Verizon Wireless was tagged as MECO 19. The antenna will be mounted to the pole top which is 42 feet 6 inches. All the poles along the roadway in this area are approximately similar in height at 43 Feet.

A review of alternatives offer no options and there also is no adverse impact. This is a busy commercial area and the location of the antenna on this pole will serve businesses, commuters and local shoppers in the area.

Exhibit 7
Photo Simulations



Site Name: Marlborough MA
SC31 391559
Wireless Communication Facility
42.338489, -71.591241
Marlborough, MA 01752

Photograph Information:
Boston Post Rd W
View from the East
Showing the Existing Site





Site Name: Marlborough MA
SC31 391559
Wireless Communication Facility
42.338489, -71.591241
Marlborough, MA 01752

Photograph Information:
Boston Post Rd W
View from the East
Showing the Proposed Site

NBICTM
TOTALLY COMMITTED.



Site Name: Marlborough MA
SC31 391559
Wireless Communication Facility
42.338489, -71.591241
Marlborough, MA 01752

Photograph Information:
Boston Post Rd W
View from the South
Showing the Existing Site

NBIC
TOTALLY COMMITTED.



Site Name: Marlborough MA
SC31 391559
Wireless Communication Facility
42.338489, -71.591241
Marlborough, MA 01752

Photograph Information:
Boston Post Rd W
View from the South
Showing the Proposed Site

NBIC
TOTALLY COMMITTED.

Exhibit 8

Certificate of Liability Insurance



CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)
11/23/2020

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Aon Risk Services Northeast, Inc. New York NY Office One Liberty Plaza 165 Broadway, Suite 3201 New York NY 10006 USA	CONTACT NAME: PHONE (A/C. No. Ext): (866) 283-7122 FAX (A/C. No.): (800) 363-0105		
	E-MAIL ADDRESS:		
INSURED Cellco Partnership dba Verizon Wireless 1095 Avenue of the Americas New York NY 10036 USA	INSURER(S) AFFORDING COVERAGE		NAIC #
	INSURER A: National Union Fire Ins Co of Pittsburgh		19445
	INSURER B: AIU Insurance Company		19399
	INSURER C: American Home Assurance Co.		19380
	INSURER D: New Hampshire Insurance Company		23841
	INSURER E:		
INSURER F:			

Holder Identifier :

COVERAGES **CERTIFICATE NUMBER:** 570085019113 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS.

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> XCU Coverage is Included GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			GL1728890	06/30/2020	06/30/2021	EACH OCCURRENCE	\$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$2,000,000
							MED EXP (Any one person)	\$10,000
							PERSONAL & ADV INJURY	\$1,000,000
							GENERAL AGGREGATE	\$2,000,000
							PRODUCTS - COMP/OP AGG	\$2,000,000
A	AUTOMOBILE LIABILITY			CA 4594298	06/30/2020	06/30/2021	COMBINED SINGLE LIMIT (Ea accident)	\$1,000,000
A	<input checked="" type="checkbox"/> ANY AUTO			AOS	06/30/2020	06/30/2021	BODILY INJURY (Per person)	
A	<input type="checkbox"/> OWNED AUTOS ONLY	<input type="checkbox"/> SCHEDULED AUTOS		CA 4594299	06/30/2020	06/30/2021	BODILY INJURY (Per accident)	
A	<input type="checkbox"/> HIRED AUTOS ONLY	<input type="checkbox"/> NON-OWNED AUTOS ONLY		CA 4594300	06/30/2020	06/30/2021	PROPERTY DAMAGE (Per accident)	
A				VA	06/30/2020	06/30/2021		
				See Next Page	06/30/2020	06/30/2021		
	<input type="checkbox"/> UMBRELLA LIAB	<input type="checkbox"/> OCCUR					EACH OCCURRENCE	
	<input type="checkbox"/> EXCESS LIAB	<input type="checkbox"/> CLAIMS-MADE					AGGREGATE	
	<input type="checkbox"/> DED	<input type="checkbox"/> RETENTION						
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			WC045886576	06/30/2020	06/30/2021	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER	
C	ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory In NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input checked="" type="checkbox"/> N	N/A	AOS WC045886575 CA	06/30/2020	06/30/2021	E.L. EACH ACCIDENT	\$1,000,000
							E.L. DISEASE-EA EMPLOYEE	\$1,000,000
							E.L. DISEASE-POLICY LIMIT	\$1,000,000

570085019113

Certificate No :

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 RE: Verizon Wireless Small Cell locations in Marlborough, MA. City of Marlborough, MA is included as Additional Insured with respect to the General Liability.

CERTIFICATE HOLDER**CANCELLATION**

City of Marlborough, MA 140 Main Street Marlborough MA 01752 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE <i>Aon Risk Services Northeast Inc.</i>



ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Services Northeast, Inc.		NAMED INSURED Cellco Partnership dba Verizon wireless	
POLICY NUMBER See Certificate Numbe 570085019113			
CARRIER See Certificate Numbe 570085019113	NAIC CODE	EFFECTIVE DATE:	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER	
INSURER	
INSURER	
INSURER	

ADDITIONAL POLICIES If a policy below does not include limit information, refer to the corresponding policy on the ACORD certificate form for policy limits.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
	AUTOMOBILE LIABILITY						
A				CA 4594301 NH - Primary	06/30/2020	06/30/2021	
A				CA 4594302 NH - Excess	06/30/2020	06/30/2021	
	WORKERS COMPENSATION						
B		N/A		WC045886579 NY	06/30/2020	06/30/2021	
B		N/A		WC045886577 FL	06/30/2020	06/30/2021	
D		N/A		WC045886578 MA, ND, OH, WI, WY	06/30/2020	06/30/2021	
B		N/A		WC045886574 NJ, TX, VA	06/30/2020	06/30/2021	

Exhibit 9
Affidavit of Verizon Wireless

AFFIDAVIT OF VERIZON WIRELESS

The undersigned, in support of the application to install a wireless telecommunications facility consisting of multiple antennas and associated radio equipment on the existing wooden utility poles located in the City of Marlborough, Massachusetts, states the following:

1. My name is Sean Conway. I am the Small Cell Project Manager for Verizon Wireless in Massachusetts.
2. Verizon Wireless is a federally licensed provider of wireless communications services with a national footprint.
3. Verizon Wireless certifies that it will maintain the installations in good repair and in accordance to FCC standards.
4. Verizon Wireless certifies that it will remove the above identified installation not in such good repair, or not in use, within 60 days of being no longer in use.

Signed and sworn under the pains and penalties of perjury on November 24, 2020.

Sean Conway

Sean Conway
Engineer IV Specialist Real Estate / Regulatory
Verizon Wireless
118 Flanders Road, 3rd Floor
Westborough, MA 01581



City of Marlborough, Massachusetts
CITY CLERK DEPARTMENT

RECEIVED
CITY CLERK'S OFFICE
2021 APR 30 AM 11:38
Steven W. Kerrigan
City Clerk

MARLBOROUGH, MA

DATE: 4/29/2021

To the City Council:

Owner Name: Best Buy Stores LP #820

Residential Address: PO Box 9450 Minneapolis MN 55440

Telephone Number: _____

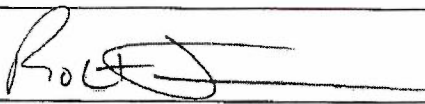
Business Name: Best Buy Stores LP #820

Business Address: 769 Donald Lynch Blvd, Marlborough MA 01752

Business Telephone Number: 508-460-3775

Email Address: businesslicense@bestbuy.com

Cell Number: _____

Owner Signature: 

The above-signed Robert Jamsa respectfully requests that he/she be

granted a Junk Dealer/Second Hand Dealer License.

In City Council



City of Marlborough, Massachusetts
CITY CLERK DEPARTMENT

RECEIVED
CITY CLERK'S OFFICE
2021 APR 29 P 3:119
Steven W. Kerrigan
City Clerk

MARLBOROUGH, MA

DATE: 04/22/2021

To the City Council:

Owner Name: ECOATM, LLC

Residential Address: 10121 BARNES CANYON RD. SAN DIEGO, CA 92121

Telephone Number: _____


Business Name: ECOATM, LLC

Business Address: 601 Donald Lynch Blvd, Marlborough, MA 01752
(kiosk inside Solomon Pond Mall)

Business Telephone Number: 858-766-7244

Email Address: HUNTER.BJORKMAN@ECOATM.COM

Cell Number: N/A

Owner Signature: _____


The above-signed HUNTER BJORKMAN (OBO ECOATM, LLC) respectfully requests that he/she be granted a Junk Dealer/Second Hand Dealer License.

In City Council



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2021 MAY -5 P 1:16

CITY OF MARLBOROUGH
Office of the City Council
140 Main Street
Marlborough, Massachusetts 01752
(508) 460-3711 TDD (508) 460-3610

**AGREEMENT TO EXTEND
TIME LIMITATIONS**

Order No. 2020-1007995B
Application for Special Permit by
WP Marlborough MA Owner, LLC (Wayside Residential)
339 Boston Post Road East
Multifamily Dwelling Residential Project

The Decision of the Special Permit granting authority shall be made within ninety days following the date of such public hearing. The required time limits for a public hearing and said action may be extended by written agreement between the petitioner and the special permit granting authority. A copy of such agreement shall be filed in the office of the City Clerk.

Pursuant to Mass. General Laws, c.40A, s.9, as amended, the required time limits for action by the Marlborough City Council, as it is the special permit granting authority in the above referenced matter, is hereby extended, by agreement, until 10:00 p.m. on August 24, 2021.

By: _____
Michael H. Ossing, City Council President,
acting on behalf of, and at the direction of,
the special permit granting authority:
Marlborough City Council

By: _____
Brian R. Falk, Esq.
For Petitioner



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2021 MAY -5 P 6:00

CITY OF MARLBOROUGH
Office of the City Council
140 Main Street
Marlborough, Massachusetts 01752
(508) 460-3711 TDD (508) 460-3610

**AGREEMENT TO EXTEND
TIME LIMITATIONS**


Order No. 2021-1008215

Application for Special Permit by
Global Montello Group Corp.
656 Boston Post Road East

The Decision of the Special Permit granting authority shall be made within ninety days following the date of such public hearing. The required time limits for a public hearing and said action may be extended by written agreement between the petitioner and the special permit granting authority. A copy of such agreement shall be filed in the office of the City Clerk.

Pursuant to Mass. General Laws, c.40A, s.9, as amended, the required time limits for action by the Marlborough City Council, as it is the special permit granting authority in the above referenced matter, is hereby extended, by agreement, until 10:00 p.m. on August 24, 2021.

By: _____
Michael H. Ossing, City Council President,
acting on behalf of, and at the direction of,
the special permit granting authority:
Marlborough City Council


By: _____
Brian R. Falk, Esq.
For Petitioner

CITY OF MARLBOROUGH BOARD OF ASSESSORS

MEETING MINUTES: April 2, 2021

OPEN SESSION

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2021 APR 27 A 9:34

1. CALL TO ORDER: 10:02 a.m.
2. MEMBERS PRESENT: David Manzello (participating remotely), Ellen Silverstein (participating remotely), Jonathan Steinberg (participating remotely)

Also in attendance: Jonathan Frank, Regional Principal Assessor, Patricia Mespelli, Head Clerk, and Mark Gibbs, IT (monitoring virtual meeting)

3. MOTION TO ACCEPT: Minutes of the March 25, 2021, meeting
Ms. Silverstein; second Mr. Steinberg
Vote 3-0
4. APPROVE AND SIGN: MOTOR VEHICLE EXCISE TAX ABATEMENTS (None)
5. PUBLIC INPUT: (None)
6. EXECUTIVE SESSION: 10:08 a.m.
Motion to convene in Executive Session: Mr. Steinberg; second Ms. Silverstein
Vote 3-0
7. (Meeting adjourned directly from Executive Session)

MARLBOROUGH ASSESSORS

Ellen K. Silverstein
David Manzello

4.20.2021

CITY OF MARLBOROUGH
Conservation Commission Meeting
April 1, 2021 (Thursday) 7:00 PM

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2021 APR 30 P 12:40

This meeting was conducted virtually via remote participation and recorded using the Microsoft Team's platform.

Chairman Clancy read the following notice: *"Due to statewide emergency actions limiting the size of public gatherings in response to COVID-19, this meeting will be held virtually with remote participation and will be closed to in-person attendance." The public can participate via Microsoft Teams. The "link" will be posted on the City's and Conservation's websites: <https://www.marlborough-ma.gov/>"*

Present: By roll call – remotely: Karin Paquin, William Dunbar, John Skarin, and Edward Clancy. In Memorial Hall: David Williams, Dennis Demers, and Allan White. Also present was Priscilla Ryder, Conservation Officer.

Absent: none

Approval of Minutes: The minutes of March 18, 2021 were reviewed. On a motion to accept and place on file by Mr. Skarin and second by Mr. Demers the minutes were unanimously approved 7-0 on a roll call vote.

Public Hearings:

Request for Determination of Applicability

D'Angelo Dr. pump station - City of Marlborough - DPW

Mr. Tom DiPersio, City Engineer, was present and explained that the DPW proposes to construct a new water line connection and new back up pump station facility at D'Angelo Dr. (Map 115 Parcel 10) near wetlands. He noted that the wetland buffer zone only covers a portion of this project where the MWRA connection is to be made. Work includes placing piping connections from the MWRA and existing pump station to the new station and out to the street. This new system will assist in making sure there is no loss in service if something should happen to the existing pump station, or if it needs maintenance. He explained that the work will go through the detention basin that exists on site and will tie into the water pipes on the MWRA site which is a very deep excavation along their roadway. The existing detention basin can be modified during construction to act as a settling/dewatering basin. At the MWRA section the cut is 25' deep and is less deep at the detention basin location. He expects dewatering to be needed. The new pump chambers will be installed within concrete vaults. The Commission inquired as to timing and construction

sequencing. Mr. DiPersio explained that they will start as soon as permits are granted, and equipment ordered is delivered. Construction sequencing can be reviewed during the preconstruction meeting. After some discussion about the water pressure and access points, and there being no further questions from the Commission or the public, the hearing was closed. On a motion by Mr. Skarin second by Edward Clancy-Chairman, to issue a negative determination with standard conditions. The Commission voted unanimously 7-0, on a roll call vote to approve the motion.

Abbreviation Notice of Intent

587 Bolton Street – Bolton Street Tavern

Mr. John Stournaras and Mrs. Sharon Stournaras were both present. Mr. Stournaras explained that he proposes to add a covered gazebo and bar gazebo structure with a fire pit and bocce/horseshoe court on existing lawn area near Ft. Meadow Reservoir. The outdoor seating during COVID in 2020 was very successful and he would like to make some permanent structures on the lawn to be able to continue that activity. The work will involve removing the loam for the walkway and gazebo and install the walkway and open wall gazebo structures. Ms. Ryder noted that she had been to the site with Mr. Dunbar and noted that many of the shrubs along the shoreline had been cut to the base. The edge of wetland appears to be edge of lawn which is above the high-water mark. She believes the 30' setback from the lake is still being met, but the wetland is not shown on the plan, just the high-water mark. She also shared the FEMA flood map layer on the GIS map to show that the structures would be outside of the 100-year floodplain. The Commission asked that the plans be revised to show the elevations, and that the buildings be staked out in the field so the members could observe that. There was discussion about the shrubs that had been cut and a need for a maintenance protocol so the wetland and buffer zone vegetation can function as a filter. Also noted was that one of the curbs along the parking lot had been dislodged and needs to be replaced. Mr. Stournaras explained that last year they had a similar set up with tents, the gazebo will be more permanent. Customers will use the walkway to the building to use the facilities, no utilities or facilities are included in this plan. All excess soil will be removed from the site. The Commission discussed the current drainage system and drainage ditch and wanted confirmation that this work would not change that. After some discussion the Commission noted they wanted to see a revised plan showing elevation, erosion controls, and to have the location staked before the next meeting so members could see it. There being no further questions, the hearing was continued to the April 15th agenda.

Notice of Intent (Continued from March 18, 2021)

146 Phelps St. – Delray Realty Trust

Mr. Bob Parente P.E and Mr. David Winski were both present. Mr. Parente explained that he had done a redesign of the plans which shows one driveway to the garage building that splits into a Y to access the new barn building and the old garage entrance. This revised plan allows for the restoration of 2,600 sq. ft. of Riverfront area to Mowry Brook. It reduces the curb cut as required by the City Engineer. The Commission asked if the Riverfront area to be restored will include plants and trees. Mr. Parente said he would work with Ms. Ryder to come up with a plan. Mr. Dunbar noted that he had expected to see the driveway come in outside of the first 100' Riverfront area so even more riverfront area could be restored. Ms. Ryder noted the same. Mr. Parente indicated that the grades are better using the existing driveway entrance and that it is narrowed down in size already on this plan. The Commission asked about erosion controls. Mr. Parente noted that there is a note on the plan, but no symbol since the plan was getting too busy. Mr. Clancy noted that the current design requires less of a cut into the hill and thus less disturbance. Mr. White asked for a better planting plan. After some discussion and there being no further questions, the hearing was continued to the April 15th meeting to allow for a revised plan with planting notes to be provided. The Commission asked Ms. Ryder to draft a set of conditions as well.

Notices of Intent

At the applicant's request, prior to the meeting, to continue the hearing to April 15, 2021 in order to have time to provide the needed information for both of these hearings. The Commission continued the hearing to April 15th.

Notice of Intent

"0" Phelps St. (next to 107 Phelps) - David Franca

Proposes to construct a new house on a vacant lot within the Riverfront Area of Mowery Brook. Map 72, Parcels 11B and 702.

AND

Notice of Intent (applicant request to continue to April 15, 2021)

107 Phelps St. - David Franca

Proposes to construct a driveway across this lot within the Riverfront Area and buffer zone of Mowery Brook. Map 72, Parcel 11A.

Discussion/Correspondence

- Letter from KCO Realty Trust, Kevin O'Malley, dated March 17, 2021 RE: Roosevelt St.- The Commission accepted and placed on file

- Yearly Operational Plan 2021 - Ms. Paquin asked whether vernal pools are shown on the map, as spraying is prohibited near them. Ms. Ryder indicated these could be added and she'll work to see these are included in the future.


Other Business: items which were not reasonably anticipated until after the agenda was posted:

- Turtle Survey at The Desert Natural Area - Ms. Ryder received a request from John Vieira from AECOM to continue the turtle study along the railroad line and pipeline in Marlborough which has been going on for several years. The Commission noted this was fine and on a motion by Ms. Paquin, second by Edward Clancy, to approve the turtle survey for 2021. The Commission voted unanimously 7-0 on a roll call vote to approve.
- Minor exempt projects - Ms. Ryder noted that she has received request for minor exempt projects and will, going forward, provide an update of which projects have been granted approval through this exemption. She will require utilities and DPW to send an e-mail with their request, but small sheds or other minor projects she will just report. The Commission agreed to this protocol.
- Tree removal at Lake Williams behind Court House - Ms. Ryder noted that the large beach tree behind the courthouse on Williams St. and near Lake Williams is dying and the DPW would like to remove it. They also would like to work on removing some huge patches of bittersweet which are pulling down mature trees. Some of this work is within the buffer zone and the DPW will be filing a Request for Determination of Applicability (RDA) for this work. The Commission agreed that the tree work on the dead tree could proceed prior to the RDA filing as it was far enough away from the lake. Ms. Ryder will convey to DPW.
- Barker Ranger Program - Ms. Ryder noted that she is working with the 5 groups who manage the Desert Natural Area. Sudbury Valley Trustees (SVT) has put together a program to help educate dog owners to keep dogs on leash in this area to help protect wildlife. A training program for volunteers is being held next week and then the program will be unrolled at the various property entrances to get better compliance with making sure dogs remain on leash and not just at the parking lot. Ms. Ryder and Ms. Paquin will be doing the training and education.

Next Conservation Commission meetings: April 15, 2021 and May 6, 2021.

Adjournment - There being no further business, on a motion by Mr. Skarin, second by Edward Clancy, to adjourn. The vote to approve was unanimous 7-0 on a roll call vote. The meeting was adjourned at 8:39 PM.

Respectfully submitted,


Priscilla Ryder
Conservation Officer

City of Marlborough
Zoning Board of Appeals

Minutes
April 13, 2021

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CITY OF MARLBOROUGH
2021 MAY -4 P 3: 55

Location: 141 Boston Post Rd. (Raising Cane's Restaurants, LLC)
Map 78, Parcel 15A – Zoning District Business

Zoning Board Case # 1476-2021

Applicant: Raising Cane's Restaurants, LLC, 6800 Bishop Road, Plano, TX

Date of Appeal: February 16, 2021

Meeting Date: April 13, 2021 and a continuation date of April 28, 2021

Zoning relief requested: Variances request – Seeking approval of its plans for the installation of a new restaurant location with a dual lane drive thru.

- Chapter 650-44A(11): Requiring a minimum of one parking space for every three seats, plus one space for every employee, resulting in a requirement of thirty-five (35) off-street parking spaces where twenty-eight (28) off-street parking spaces are proposed.
- Chapter 650-45F(2): Requiring a minimum of five feet (5 ft.) for sideline planting area, where a zero (or minimal) sideline planting area is proposed: and
- Chapter 650-46C(5)(b)(3): Parking in side and rear yard.

Roll call of members present in Memorial Hall: Ralph Loftin-Chairman, Paul Giunta, Robert Levine, Thomas Pope and Thomas Golden. Also present were Susan Brown-secretary and Tin Htway, interim Building Commissioner.

Applicant's representatives appearing remotely were: Attorney for the applicant - Michael Brangwynne of Fletcher Tilton, P.C.; Adam Caracci - Property Development Manager for Raising Cane's Restaurants and Eric Dubrule - Project Manager, Bohler Engineering.

Notice of the hearing was given by Certified Mail to all persons to be affected, as shown on the most recent tax list and by publication in the Marlborough Enterprise Weekly, a newspaper of general circulation in Marlborough, MA,

Documents Submitted by applicant in this Appeal:

- Application with filing fee, narrative and plans
- Jeffrey Cooke's denial letter dated January 8, 2021

The property in question is located in Zoning District Business, being Map 78, Parcel 15A of the Assessor's Map, also known as 141 Boston Post Rd.

Findings of fact based on submitted plans and applicant's statements:

1. The proposal is for a Raising Cane's Restaurant at 141 Boston Post Rd.
2. 141 Boston Post Rd. is owned by R.K. Associates. Raising Cane will be leasing the lot.
3. The applicant will tear down the existing building and construct a new building.
4. **Plans** were presented entitled: (1) Site Layout Plan Sheet C-301 Prepared by Bohler, (2) Preliminary Site Plan, dated 12/1/2020 Sheet SD-1 Prepared by Architects, Inc.
5. The submitted plans show dual drive thru lanes that will be accessed through the onsite parking area, which can be entered either from Boston Post Rd. or Northboro Rd.
6. Applicants stated they have easement rights from the adjacent lot which is owned and occupied by McDonald's.
7. The dual drive thru lanes will accommodate queuing of 14-15 cars during peak business hours.
8. The Sideline Planting area deviation arises from an area along the westerly property line where, due to the unusual shape of the lot and the configuration and placement of the proposed structure, there is an encroachment upon the necessary five-foot (5) side line planting area. ...this results in a short area along the property line with no sideline planting area at the narrowest point.
9. Onsite parking: Proposing 28 parking spaces vs. the 35-minimum required.
10. The existing lot is irregularly shaped.
11. The surrounding area is predominantly retail/hotel businesses.

Atty. Brangwynne, stated that the proposed design requires the least amount of relief from the city. Landscaping is improved from 71.9% to 70%, so it meets or exceeds the landscaping code.

Adam Caracci, Property Development Manager for Raising Cane discussed the following:

- a. This is new construction.
- b. Operation of the dual lane drive thru system.

- c. A one lane drive thru may eliminate the requirement for a landscaping variance, but it will not eliminate other issues within the lot.
- d. Employees work outside assisting the flow of cars to help prevent congestion by taking payment and delivering the food to each car. This has proved successful in other Raising Cane locations.
- e. As a safety measure, the employees working externally are trained to direct cars thru quickly in case of an emergency on site.
- f. With Covid 19 this past year, their dining rooms in all locations have been closed, and they have seen increased drive thru sales. He reiterated that Raising Cane is noted for their drive thru business vs. dining in.
- g. Access from Boston Post Rd. will be arrivals only; with both arrivals and departures from Northboro Rd.
- h. There will be a patio which will accommodate approximately 20 people

Hardship as stated by the applicant and thru the applicant's narrative:

- The irregular shape of the lot combined with the configuration of the proposed structure is such that the proposed drive through lanes cannot be reconfigured or relocated to be outside of the required 5 ft. sideline planting area on the west side of the property. The proposed building needs to be angled on the lot to provide for appropriate circulation of vehicles, creating a "pinch point" that causes the proposed encroachment into the side planting area
- The shape of the lot and configuration of the proposed building similarly impact the availability of parking without further encroachment upon the required side planting area.
- Due to the shape of the lot and the configuration and placement of the proposed structure, the proposed dual lane drive through service could not be implemented without further code violations, and further reduction in parking. Drive thru service is a necessary feature for Raising Cane to succeed as a responsible member of the local business community.
- The Board asked if anyone in the audience have any questions:

Councilor Roby – stated that the applicant will come before the city council for a special permit for the drive thru. Variances goes with the land. If Raising Cane vacate the site, any relief from the zoning codes will remain on the land for future owners/renters of this lot. This will be a new structure; the applicant should be able to conform with all the zoning codes for this site. These variances will carry thru in the future.

Thomas Pope, Board Member, stated this will be new construction. The applicant surely should be able to comply with the parking issue.

Speaking in **favor** of the petition:

- Michael Ossing – 43 Varley Rd. Marlborough, MA – Spoke in favor of the petition.

Speaking in **opposition** – none.

Tin Htway, interim building commissioner asked the following:

- This is a tight lot. How will food be served to the outer lane safely: Answer: there are 4 ft. walkways for the crew to safely deliver food to the cars
- How will emergency vehicles maneuver in such a tight lot. Answer: Their crew will be trained to direct and move traffic to allow for emergency vehicles.
- The rear of the lot includes a 17 ft. parking setback and landscape buffer line which appears to be out of conformity. Answer: Atty. Brangwynne stated he felt it was a pre-existing non-conforming condition. He will reach out to the Building Dept.

There was some discussion about easement rights, maneuverability for fire apparatuses, the number of parking spaces, pedestrians walking to the restaurant wanting to dine inside, and people driving thru and wanting to park in the lot to eat.

A motion was made by Ralph Loftin to **close the public hearing**, seconded by Thomas Golden. Vote of the Board with all yeas, 5-0 to close the public hearing.

Robert Levine, Board Member, stated he was not concerned about the deviation in landscaping. The deviation is abutting another business (McDonald's) and the impact to an abutting commercial piece of property vs. a residential lot will not have an intense impact. Regarding parking, I feel this is a fast-food business and parking would not be an issue. Foot traffic from surrounding hotels and businesses may not create a seating issue.

Ralph Loftin, Chairman, agreed with Councilor Roby that a variance for parking will be carried with the land for future businesses that may need the parking allowed by the current code.

A motion was made by Robert Levine and seconded by Thomas Pope to grant a variance from the 5 ft. sideline planting area to a zero (or minimal) sideline planting area

as proposed on their plan. Roll call vote of the Board, Ralph Loftin, Robert Levine, Paul Giunta, Thomas Pope and Thomas Golden with all yeas. Vote 5-0 to grant the variance from the 5 ft. sideline planting area to a zero (or minimal) sideline planting area.

A motion was made by Robert Levine to allow for the deviation of the required 35 parking spaces vs. the proposed 28 parking spaces. Motion did not carry.

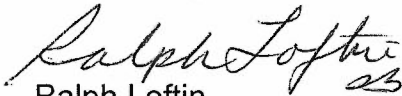
Atty. Brangwynne asked the Board for a continuance of the hearing. The attorney felt the Board did not support the parking space issue and did not want to move forward if the Board might deny the parking space portion of the petition. Adam Caracci also asked that they get a chance to re-address the seating and parking issue. Atty. Brangwynne requested a continuance in order to re-address the parking or to consider a withdrawal.

A motion was made by Paul Giunta and seconded by Thomas Golden to grant a **continuance** to April 28, 2021 at 7:00 PM. Roll call vote of the Board with all yeas, 5-0 to continue the hearing to April 28, 2021 at 7:00 PM

Robert Levine withdrew his motion in Item #17.

A motion was made by Ralph Loftin, seconded by Thomas Pope to adjourn. Roll call vote of the Board with all yeas, 5-0 to adjourn.

Respectfully submitted,



Ralph Loftin

Chairman – Zoning Board of Appeals

**City of Marlborough
Zoning Board of Appeals
Minutes
April 28, 2021**

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2021 MAY -4 P 3:55

Location: 141 Boston Post Rd. (Raising Cane's Restaurants, LLC)
Map 78, Parcel 15A – Zoning District Business

Zoning Board Case # 1476-2021

Applicant: Raising Cane's Restaurants, LLC, 6800 Bishop Road, Plano, TX

Date of Appeal: February 16, 2021

Meeting Date: April 13, 2021 and a **continuation date** of April 28, 2021

Zoning relief requested: Variances request – Seeking approval of its plans for the installation of a new restaurant location with a dual lane drive thru.

- Chapter 650-44A(11): Requiring a minimum of one parking space for every three seats, plus one space for every employee, resulting in a requirement of thirty-five (35) off-street parking spaces where twenty-eight (28) off-street parking spaces are proposed.
- Chapter 650-45F(2): Requiring a minimum of five feet (5 ft.) for sideline planting area, where a zero (or minimal) sideline planting area is proposed: and
- Chapter 650-46C(5)(b)(3): Parking in side and rear yard.

The meeting was continued from April 13, 2021 to April 28, 2021 in order for the applicant to re-address or withdraw the parking portion of the petition. The public hearing was closed on April 13, 2021.

Meeting in the 1st floor Committee Room of city hall, roll call of members present were Ralph Loftin-Chairman, Robert Levine, Thomas Pope and Thomas Golden. Also, Susan Brown-secretary. Paul Giunta arrived at 7:03 PM

Atty. Brangwynne, attorney for the applicant, submitted a letter dated April 15, 2021, to the Zoning Board of Appeals, RE: Petition for Variance, Raising Cane's Restaurant, LLC, 141 Boston Post Rd. West, Marlborough, MA. Stating in part: "requests a withdrawal without prejudice of it's request for relief from the City of Marlborough Zoning Code, Section 650-48A (11) with respect to minimum parking requirement, which request was considered but continued at the Zoning Board of Appeals hearing on April 13, 2021" Note that the Applicant does not request a withdrawal of its request for relief under Section 650-47F(2) regarding minimal side planting area, which was granted on April 13, 2021." (letter was read into the file)

Atty Brangwynne stated that his clients will reduce the amount of outdoor seating to conform to the parking requirements. In doing this, they hope to move forward and apply to the City Council for a Special Permit.

A motion was made by Thomas Golden, seconded by Robert Levine to allow the applicant to Withdraw Without Prejudice it's request for relief, Section 650-48A(11) with respect to minimum parking requirement. Roll call vote of the Board with all yeas, Ralph Loftin, Robert Levine, Paul Giunta, Thomas Pope and Thomas Golden. Vote 5-0 to approve.

A motion was made by Paul Giunta, seconded by Thomas Golden to adjourn. A roll call vote with all yeas. Vote 5-0 to adjourn.

Findings

The Board makes the following findings concerning Chapter 650-45F(2) requiring a minimum of five feet (5 ft.) for a sideline planting area, where a zero (or minimal) sideline planting area is proposed

1. The 5 ft. deviation in planting is within the lot itself and not visible from the roadway, but landscaping will be ample at other locations on the lot.
2. The 5 ft. sideline planting area deviation, which is minimal, will not create an impact to the adjacent commercial property (McDonald's). Currently there is essentially no landscaping between the lot in question and McDonald's.
3. Due to the shape of the lot, the applicant cannot construct a dual drive thru lane for their project. Dual lanes are a signature design for their Raising Cane's Restaurants.
4. Desirable relief may be granted without substantial detriment to the public good because there currently is no landscaping where the 5 ft. deviation in landscaping is located. The 5 ft. deviation is located at the inner portion of the lot, and away from the view of Boston Post Rd. The applicant is providing a considerable amount of landscaping at the front, side, and rear portion of the lot, which currently has a minimal amount of landscaping.

Decision

Granting a variance from the 5 ft. sideline planting area where a zero (or minimal) sideline planting area is proposed.

Conditions:

1. **Plans** were presented entitled: (1) Site Layout Plan Sheet C-301 Prepared by Bohler, (2) Preliminary Site Plan, dated 12/1/2020 Sheet SD-1 Prepared by Architects, Inc.
2. In accordance to the plans listed in Condition #1, a variance is only granted from the 5 ft. sideline planting area were a zero (or minimal) sideline planting area is proposed.
3. Regarding the 17 ft. parking and landscape buffer at the rear of the lot. The applicant stated they are in contact with the Building Dept and have discussed the issue to have it adjusted to conform. The applicant should have the revised plans when they go before the Site Plan Review Committee for their formal review. A copy of the approved site plans should be submitted to the Zoning Board of Appeals for their file.
4. Prior to the issuance of a Building Permit, the applicant at their expense shall record this zoning relief (variance) in the Middlesex South District Registry of Deeds after the City Clerk has certified that the 20-day appeal period has elapsed with no appeal having been filed and before the applicant shall apply to the Building Dept. for a building permit.

Decision

To Withdraw Without Prejudice, it's request for relief from the City of Marlborough Zoning Code, Section 650-48A(11) with respect to minimum parking requirements.

1. A motion was made Thomas Golden, seconded by Robert Levine to allow the applicant to Withdraw Without Prejudice it's request for relief, Section 650-48A(11) with respect to minimum parking requirement. Roll call vote of the Board with all yeas, Ralph Loftin, Robert Levine, Paul Giunta, Thomas Pope and Thomas Golden. Vote 5-0 to approve.

End

The Board of Appeals also calls to the attention of the owner or applicant that General Laws, Chapter 40A, Section II (last paragraph) provides that no variance or special permit, or any extension, modification or renewal thereof, shall take

effect until a copy of the decision bearing the certification of the city clerk that twenty days (20) have elapsed after the decision has been filed in the office of the city clerk and no appeal has been filed or that, if such appeal has been filed, that it has been dismissed or denied, is recorded in the Registry of Deeds for the county and district in which the land is located and indexed in the grantor index under the name of the owner of record or is recorded and noted on the owner's certificate of title. The fee for such recording or registering shall be paid by the owner or applicant.

If the rights authorized by a variance are not exercised within one (1) year of the date of grant of such variance, such rights shall lapse; provided however, that the permit granting authority in its discretion and upon written application by the grantee of such rights may extend the time for exercise of such rights for a period not to exceed six (6) months; and provided, further, that the application for such extension is filed with such permit granting authority prior to the expiration of such one year period.

No Special Permit, or any extension, modification, or renewal thereof, can take effect until a copy of the decision, bearing the certification of the city clerk is recorded in the registry of deeds. The fee for recording or registering shall be paid by the owner or applicant. Special Permit will lapse within two years of grant of such Special Permit.

Respectfully submitted,


Ralph Loftin – Chairman
Zoning Board of Appeals

Decision was submitted to City Clerk's office on April 30, 2021.