

# CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Finance Committee

Date: December 11, 2017

Time: 7:00 PM

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

Agenda Items to be addressed:

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2017 DEC -6 A 10:34

1. 11-27-2017 – **Order No. 17-1007095**: IT transfer request in the amount of \$282,100.00 which moves funds from PEG account to IT Equipment account to improve the IT Department's information technology infrastructure.
2. 11-27-2017 – **Order No. 17-1007096**: Fire Station Study transfer request in the amount of \$40,000.00 which moves funds from Undesignated to Capital Outlay to conduct a Fire Station study.
3. 12-04-2017 – **Order No. 17-1007110**: Library Project transfer request in the amount of \$245,300.00 which moves funds from Undesignated to Land Acquisition to support the library renovation project.

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

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

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



# IN CITY COUNCIL

Marlborough, Mass., NOVEMBER 27, 2017

## ORDERED:

That the IT transfer request in the amount of \$282,100.00 which moves funds from PEG account to IT Equipment account to improve the IT Department's information technology infrastructure, be and is herewith refer to **FINANCE COMMITTEE.**

CITY OF MARLBOROUGH BUDGET TRANSFERS -										
DEPT:		IT		FISCAL YEAR:		2018				
Available		FROM ACCOUNT:				TO ACCOUNT:				Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance	
<u>\$320,856.97</u>	<u>\$282,100.00</u>	<u>27000099</u>	<u>47750</u>	<u>Receipts Reserved-PEG Funds</u>	<u>\$282,100.00</u>	<u>19300006</u>	<u>58618</u>	<u>IT Equipment</u>	<u>\$0.00</u>	
Reason:		<u>Use PEG funds for upcoming projects and various equipment purchases</u>								
	<u>\$282,100.00</u>	Total			<u>\$282,100.00</u>	Total				

ADOPTED

ORDER NO. 17-1007095



# City of Marlborough

## Office of the Mayor

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

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*Arthur G. Vigeant*  
MAYOR  
RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*Joseph J. Milano*  
EXECUTIVE AIDE  
2017 NOV 21 P 2:19  
*Patricia Bernard*  
EXECUTIVE SECRETARY

November 21, 2017

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

*Fin*

### Re: Transfer Request – IT Department

Honorable President Clancy and Councilors:

Please find enclosed for your review a transfer request in the amount of \$282,100.00 from our PEG Funds Account to the IT Equipment account in the IT Department for investments in our information technology infrastructure.

The PEG Fund Account is revenue from fees assessed to cable companies for rights to operate in the City of Marlborough. In the past, these revenues have been used by the IT Department to fund ongoing updates to our IT infrastructure, purchase new software, and invest in new hardware. The City Council, beginning in Fiscal Year 2018, must approve all transfers out of the account.

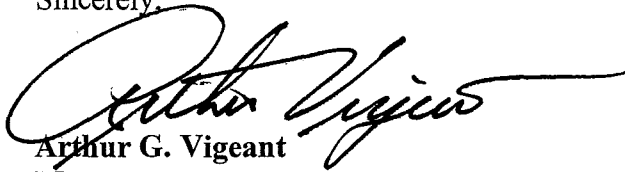
The attached letter from IT Director Mark Gibbs contains additional information, but these investments include:

1. \$160,000.00 for replacing outdated network switches and wireless antennae
  - a. These funds will be supplemented through E-Rate Category 2 funding. Under the federal E-rate program (the Schools and Libraries Program under the direction of the Federal Communications Commission), projects are funded at an 80/20 ratio. 80 percent of the funding is federal, 20 percent is local.
2. \$15,100.00 for Microsoft Surfaces for the City Council
3. \$5,000.00 for a new HD screen for the School Committee room.
4. \$27,000.00 for a Fortinet Authenticator which will provide increased cybersecurity for the Westerly and Easterly treatment plants. It will also enable filtering of school Chromebook devices when they are not on our network.
5. \$10,000.00 for phone replacements in City Hall.
6. \$50,000.00 for new software that logs all changes to any file on our server. This crucial software will enable our staff to troubleshoot problems more efficiently and improve our cybersecurity.
7. \$15,000.00 for ongoing equipment replacements, such as computers, monitors, laptops, and printers.

Please do not hesitate to contact me with any questions and I look forward to discussing this with you further along with IT Director Mark Gibbs.

Thank you for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur Vigeant", written in a cursive style with a long horizontal flourish extending to the right.

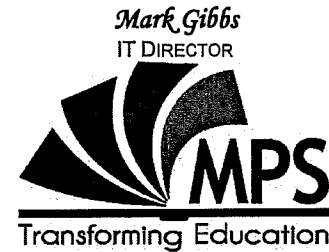
**Arthur G. Vigeant**  
**Mayor**

Enclosure



*City of Marlborough* &  
*Marlborough Public Schools*  
*Information Technology*

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752  
TEL. (508) 460-3763  
[mgibbs@marlborough-ma.gov](mailto:mgibbs@marlborough-ma.gov)



**November 15, 2017**

**TO: Mayor's Office**  
**FROM: Mark Gibbs, Information Technology Director**

Mayor,

I am requesting the use of some PEG funds for some upcoming projects. Below is a list of projects and their projected costs.

1. Replacing all outdated network switches and wireless antennas with new Aruba HP equipment and Aerohive antennas. 80% of this project's funding will use e-rate category 2 funding. The city's cost will be \$160,000.00.
2. 12 Surface laptops for the City Council at a total cost of \$15,100.00.
3. Purchase and installation of an HD screen for the school committee room for a total cost of \$5,000.00.
4. The purchase of a Fortinet Authenticator, SSO (single sign on), Chromebook licenses and 2 firewalls for DPW West and East treatment plants. This a 2-fold project that will: a) implement 2 step authentication for DPW East & West treatment plants to further secure the highly secure SCADA Systems for remote management of the water treatment plants and, b) enable Chromebook filtering for the students that bring their Chromebooks home with them. The cost of this project is \$27,000.00. Ongoing costs of approximately \$3,000 per year would covered by the IT school operations budget.
5. Replacing all phones in city hall with IP phones at a total cost of \$10,000.
6. Purchase Splunk logging software. We currently don't have a central logging application to keep track of logins, file changes and change management events. This is necessary for us to more easily audit how users are using the network and its services for security purposes. This application costs \$50,000 to purchase and \$4,000 per year for maintenance fees or we can rent the software for \$24,000 per year.
7. \$15,000 for miscellaneous hardware purchases such as replacement computers, monitors, laptops and printers.

Project	Total
1	160,000
2	15,100
3	5,000
4	27,000
5	10,000
6	50,000
7	15,000
<b>Total</b>	<b>282,100</b>

Please feel free to contact me with any questions or concerns. I can be reached at 508-460-3763 or [mgibbs@marlborough-ma.gov](mailto:mgibbs@marlborough-ma.gov).

Sincerely,

**Mark Gibbs,**  
**Information Technology Director**

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: IT

FISCAL YEAR: 2018

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$320,856.97</u>	<u>\$282,100.00</u>	<u>27000099</u>	<u>47750</u>	<u>Receipts Reserved-PEG Funds</u>	<u>\$282,100.00</u>	<u>19300006</u>	<u>58618</u>	<u>IT Equipment</u>	<u>\$0.00</u>
	Reason:	<u>Use PEG funds for upcoming projects and various equipment purchases</u>							
	Reason:								
	Reason:								
	Reason:								
	<u>\$282,100.00</u>	Total			<u>\$282,100.00</u>	Total			

Department Head signature:

Auditor signature:

Comptroller signature:

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_



# IN CITY COUNCIL

Marlborough, Mass., NOVEMBER 27, 2017

## ORDERED:

That the Fire Station Study transfer request in the amount of \$40,000.00 which moves funds from Undesignated to Capital Outlay to conduct a Fire Station study, be and is herewith refer to **FINANCE COMMITTEE**.

### CITY OF MARLBOROUGH BUDGET TRANSFERS -

DEPT:		Mayor		FISCAL YEAR:		2018			
FROM ACCOUNT:				TO ACCOUNT:					
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$11,229,104.00	\$40,000.00	10000	35900	Undesignated Fund	\$40,000.00	19300006	52695	Fire Station Site Study	\$0.00
Reason:		Mitigation funds received from Apex permit to fund a fire station site study							
	\$40,000.00	Total			\$40,000.00	Total			

ADOPTED

ORDER NO. 17-1007096





# City of Marlborough Office of the Mayor

*Arthur G. Vigeant*  
MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*Patricia J. Milano*  
EXECUTIVE AIDE

140 Main Street  
Marlborough, Massachusetts 01752

Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610

[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

2017 NOV 21 P 2:20  
*Patricia Bernard*  
EXECUTIVE SECRETARY

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November 21, 2017

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

**Re: Transfer Request – Fire Station Study**

Honorable President Clancy and Councilors:

Please find enclosed for your review a transfer request in the amount of \$40,000.00 from the Undesignated Fund ("Free Cash") to a Capital Outlay account for a Fire Station Study. These are mitigation funds that were included in the development agreement for the Apex Center.

My office and Chief Breen have been reviewing similar studies in other communities and potential consultants. We expect to have a consultant under agreement before the end of the year.

I have been assembling a committee, which will include Councilor Peter Juare, to be responsible for working with our consultant and analyzing needs for a station in Marlborough, focusing on the west side of the City.

I have identified most members, and will send a complete list of the committee to you once it is complete. Thank you for your consideration of this transfer request and look forward to working with you, our residents, and our consultant on investing in our public safety facilities.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosure





## IN CITY COUNCIL

Marlborough, Mass., \_\_\_\_\_ DECEMBER 4, 2017

ORDERED:

That the Communication from Mayor re: Library Project transfer request in the amount of \$245,300.00 which moves funds from Undesignated to Land Acquisition to support the library renovation project, be and is herewith refer to **FINANCE COMMITTEE**.

ADOPTED

ORDER NO. 17-1007110



# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

2017 NOV 30 A 11: 24

140 Main Street

Marlborough, Massachusetts 01752

Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610

[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

November 30, 2017

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

### Re: Transfer Request – Library Project Land Acquisition

Honorable President Clancy and Councilors:

Please find enclosed for your review a transfer request in the amount of \$245,300.00 for land acquisition related to the library project. In December 2016, you gave me authorization to negotiate for land purchases to support the library renovation project.

We have reached an agreement with the owners of 29 Witherbee Street, as you can see from the attached Purchase and Sale Agreement. This transfer will fund the balance of the purchase after the deposit. Until we receive approval from the state for funding for the library project, we intend to maintain the property as it is today.

We are on the waiting list for state grant funding for the library project and I will continue to keep you updated on any news regarding the release of that funding.

Thank you in advance for your consideration, and please do not hesitate to contact me with any questions or concerns.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2018

Available  
Balance

Amount

FROM ACCOUNT:

Org Code Object

Account Description:

Amount

TO ACCOUNT:

Org Code Object

Account Description:

Available  
Balance

\$11,229,104.00

\$245,300.00

10000

35900

Undesignated Fund

\$245,300.00

19300006

58120

Land Acquisition

\$0.00

Reason:

Purchase and sale of 29 Witherbee Street

Reason:

Reason:

Reason:

\$245,300.00

Total

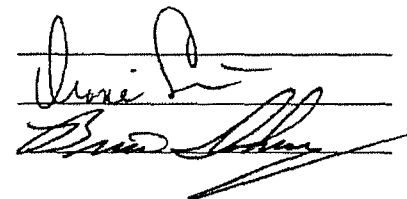
\$245,300.00

Total

Department Head signature:

Auditor signature:

Comptroller signature:



PURCHASE AND SALE AGREEMENT

1. PARTIES

Roy E. Hansen and Eileen Maguire, with an address of 249 Randall Road, Berlin MA 01503 hereinafter called the SELLERS, agrees to sell, and CITY OF MARLBOROUGH, a municipal corporation with a principal place of business at 140 Main Street, Marlborough, Middlesex County, Massachusetts 01752 hereinafter called the BUYER, agrees to buy, upon the terms and conditions hereinafter set forth, the following described premises:

2. DESCRIPTION

Land identified as 29 Witherbee Street, Marlborough, MA 01752 as shown on the Assessors Map 69 Parcel 245 containing 8,698.93 square feet of land, more or less, and the buildings thereon. For further description see deed recorded with Middlesex South Registry of Deeds in Book 47304, Page 279 (hereinafter referred to as the "premises").

3. BUILDINGS, STRUCTURES, IMPROVEMENTS

Included in the sale as a part of said premises are the buildings, structures, and improvements thereon, and all items specified elsewhere herein.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient Quitclaim Deed ("the Deed") running to the BUYER, and said deed shall convey a good and clear title thereto, free from encumbrances, except for:

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

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

5. PLANS

If said deed refers to a plan necessary to be recorded therewith, the BUYER shall be responsible for such plan with the deed in form adequate for recording or registration. The survey for said plan will be at BUYER'S expense.

6. PURCHASE PRICE

The agreed purchase price for said premises is Two-hundred Fifty-eight Thousand Two Hundred (\$258,200) dollars. The purchase price shall be due and payable in accordance with the terms of paragraph 7 herein.

\$ 12,900	5% of purchase price is the offer deposit paid to bind this offer.
\$ 245,300	is to be paid at the time of delivery of the deed by certified, cashier's, treasurer's, bank check or attorney's clients' trust account check.

<u>\$ 258,200</u>	Total
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7. CLOSING AND CONTINGENT PERFORMANCE

The BUYER'S obligations under this Agreement shall be contingent upon (a) by the end of July 2017 selection by the Massachusetts Board of Library Commissioners of the BUYER, acting by and through its Public Library, for a construction grant pursuant to an application by the Public Library for such grant, and (b) appropriation of the purchase price by the Marlborough City Council no later than ninety (90) days after said selection by the Massachusetts Board of Library Commissioners. Final settlement of the parties' obligations hereto shall occur no later than sixty (60) days of said appropriation by the City Council, which in no event shall be later than December 31, 2017. Accordingly, neither the SELLERS nor the BUYER shall be required to proceed with the closing unless and until the BUYER has been selected for both said construction grant and the City Council has appropriated the purchase price. In the event that the BUYER is not selected for said construction grant, and City Council does not appropriate the purchase price, then all obligations of the parties hereto shall cease, any payments made by BUYER to SELLERS shall not be refunded to BUYER, and the Agreement shall be void without recourse to the parties thereto. In the event that the BUYER is selected for said construction grant, and City Council appropriates the purchase price, then the closing shall take place at Marlborough City Hall unless otherwise agreed to in writing. It is agreed that time is

of the essence of this Agreement. On the closing date, BUYER's attorney shall obtain and record a municipal lien certificate and the Deed and deliver to the appropriate parties all closing documents. It is agreed that the BUYER's attorney shall have no liability to the SELLERS or to BUYER for the performance of its services herein.

8. CONTINUING OPERATION OF PREMISES AS RENTAL RESIDENTIAL PROPERTY

The parties agree that, in view of BUYER's intention to utilize the Premises for library parking and the parties' shared desire to not cause the displacement of the tenants presently living at the Premises, for the value of rents collected SELLERS shall manage the Premises as a residential rental property for a period of 20 months from the date of the closing, or as extended by written agreement of the parties.

It is understood and agreed that SELLERS shall not be financially responsible for any repairs, above and beyond ordinary maintenance, not to exceed Five Hundred Dollars (\$500.00) per repair, that may be necessary to the property for the period of said twenty months from the date of closing, or as extended by written agreement of the parties, and shall only act as property manager under the direction of the BUYER. SELLER shall not be responsible for any defects, deficiencies or liabilities in or to said property from the date of closing or any extension thereafter.

9. POSSESSION AND CONDITION OF PREMISES

Subject to paragraph 8 herein, possession of said premises is to be delivered at the time of the delivery of the Deed, said premises to be in the same condition as they are now, reasonable use and wear thereof excepted. The BUYER shall be entitled to personally inspect said Premises prior to delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

(a) If the SELLERS shall be unable to give title or make conveyance, or to deliver possession of the Premises all as herein stipulated, or if at the time of delivery of the Deed the Premises does not conform with the provisions hereof, the SELLERS shall use reasonable efforts to remove any defects in title, to delivery possession as provided herein, in which event the time for performance hereunder shall be extended, by written notice, for a period designated by SELLERS in its sole discretion, not in excess of sixty (60) days, and if a shorter period than sixty (60) days is designated, SELLERS may further extend the time for performance one or more times, by written notice, but in no event beyond such sixty (60) day period.

(b) BUYER and SELLERS hereby authorize their respective attorneys (as the case may be) to execute on their behalf any extensions to the time for performance and any change of location and/or time of delivery of the Deed. BUYER and SELLERS shall



be able to rely upon the signature of said attorneys as binding unless they have actual knowledge before the execution or other consent of such extensions, that either party has disclaimed the authority granted herein to bind them. For the purposes of this Agreement, facsimile and pdf signatures shall be construed as original.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM, ETC.

If at the expiration of any such extended time the SELLERS shall have failed so to remove any defects in title, deliver possession, or make the Premises conform as the case may be, all as herein agreed, or if at any time during the period of this agreement or any extension thereof, the holder of a mortgage for said Premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then BUYER's sole and exclusive rights shall be to elect either: (a) to require that the deposit made hereunder be forthwith refunded, whereupon the deposit shall be refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto; or, (b) at the Closing Date or any extended time for performance, BUYER shall accept such title and possession as the SELLERS can deliver to the Premises in its then condition, and pay the Purchase Price with deduction as agreed upon by BUYER and SELLERS, in which case the SELLERS shall convey such title and deliver such possession.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLERS can deliver to the said Premises in their then condition and to pay therefor the purchase price without deduction, in which case the SELLERS shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said Premises shall have been damaged by fire or casualty insured against, then the SELLERS shall, unless the SELLERS has previously restored the Premises to their former condition either:

- (a) Pay over or assign to the BUYER, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLERS for any partial restoration; or
- (b) If a holder of a mortgage in said premises shall not permit the insurance process or a part thereof to be used to restore the said premises to their former condition or to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of said mortgage less and amounts reasonably expended by the SELLERS for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of the Deed by the BUYER shall be deemed to be a full performance

and discharge of every agreement and obligation of SELLERS herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said Deed.

14. USE OF PURCHASE MONEY TO CLEAR TITLE

To enable the SELLERS to make conveyance as herein provided, the SELLERS may, at the time of delivery of the Deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded within a reasonable time following delivery of the Deed by attorney for BUYER'S lender in accordance with prevailing conveyancing practices.

15. INSURANCE

Until delivery of the Deed, the SELLERS shall maintain insurance on the building on said premises as follows:

Type of Insurance

Amount of Coverage

(a) Fire

SELLERS shall maintain coverage AS CURRENTLY INSURED.

(b) Extended Coverage

Risk of loss to remain with SELLERS until recording of deed.

16. ADJUSTMENTS

There shall be no adjustments of any kind or nature. SELLERS shall be responsible for all real estate taxes then due and payable water and sewer charges and outstanding financing relating to the property until the recording of the Deed.

17. BROKER'S FEE

There will be no broker's fee involved with this transaction.

18. DEPOSIT

All deposits made hereunder shall be made payable to Roy E. Hansen and Eileen Maguire, 249 Randall Road, Berlin MA and shall be held in escrow subject to the terms of this Agreement, and shall be duly accounted for at the time for performance of this Agreement. If the BUYER shall fail to fulfill the BUYER'S Agreement

herein, all deposits made hereunder by the BUYER, shall be paid to the SELLERS as liquidated damages without further recourse against the BUYER in any event.

19. BUYER'S DEFAULT: DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLERS as liquidated damages and this shall be the SELLERS' sole remedy at law or in equity.

20. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction, nor has he/she relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.

21. PROPERTY SOLD "AS IS"

The Premises are being conveyed "AS IS" and as shown, and no representations have been made by the SELLERS with regard to its condition except those contained in this Agreement; the BUYER and SELLERS agree that they have incorporated into this Agreement their entire understanding and that no oral statement or prior written statement made by any of them or by any person extrinsic to this Agreement shall have any force and effect.

22. PERFORMANCE CONTINGENT UPON RECEIPT OF GRANT, ETC.

Except for BUYER'S payment to bind the offer, as providing in paragraph 6 herein, BUYER'S obligations under this Agreement shall be contingent upon the notice by the Massachusetts Board of Library Commissioners to the BUYER by and through its Public Library, of a grant award and upon the appropriation by the City Council of the purchase price for BUYER'S purchase of the Premises. If the BUYER is not awarded said grant, and the City Council does not appropriate said purchase price, this Agreement shall automatically terminate and be null and void, and as provided in paragraph 7 herein, all deposits made hereunder by the BUYER, shall be paid to the SELLERS as liquidated damages without further recourse against the BUYER in any event.

23. EMINENT DOMAIN

In addition to agreeing to conveyance of the Premises by transfer of deed from the SELLERS hereunder, the BUYER reserves the right to exercise its right of eminent domain to acquire the Premises and/or to clear title. In the event that BUYER takes delivery of the Deed from SELLERS, and elects to clear title through eminent domain, SELLERS hereby acknowledges and agrees that SELLERS shall institute no proceedings against BUYER, its Public Library, employees and agents and

consultants subsequent thereto for damages in excess of the purchase price or for any relocation benefits to which SELLERS may be entitled pursuant to chapter 79A of the Massachusetts General Laws. SELLERS agrees to save, defend, indemnify and hold harmless the BUYER, its Public Library, employees and agents and consultants from any and all costs, expenses, losses or liabilities, including reasonable attorney's fees, should SELLERS violate the within provision. This paragraph shall survive the delivery of the Deed hereunder.

24. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLERS and the BUYER. If two or more persons are named herein as BUYER, their obligation hereunder shall be joint and several. The captions are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

25. INSPECTION PROVISIONS

SELLERS agree to allow BUYER access to and entry onto and/or into the Premises prior to the date of performance herein under the following terms and conditions:

- (a) BUYER shall give at least 73 hours notice to the SELLERS;
- (b) BUYER or BUYER's agents, employees, licenses or contractors shall indemnify and hold SELLERS harmless from any and all personal and/or property damage resulting from said access to and entry onto and/or into the Premises.

26. SELLERS' CLOSING STATEMENT

SELLERS agree to execute at the closing under oath to the BUYER or to any title insurance company issuing a policy to the BUYER to the effect that: (1) SELLER has no knowledge of any work having been done on the Premises which would entitle anyone now or hereafter to claim a mechanics or materialmens' lien on the Premises; and (2) SELLER is not a foreign person subject to the withholding provisions of the Internal Revenue Code of 1986, as amended (FIRPTA).

27. SELLERS' COVENANTS

SELLERS covenant and agree as follows:

- (a) Henceforth through Closing, SELLERS shall not consent to any request or cause or permit any lien, encumbrance, mortgage, deed of trust, right, restriction or easement

to be placed upon or created with respect to the Premises, except with written consent of the BUYER;

- (b) Henceforth through Closing, SELLERS shall not consent to any request to erect any structures and/or remove any vegetation, soils or minerals from the Premises or to disturb or suffer the disturbance of the existing contours and/or other natural features of the land in any way whatsoever, except with written consent of the BUYER;
- (c) At or prior to the Closing, SELLERS shall pay in full all outstanding amounts due to third parties arising from any work or services performed at or on the Premises by such third parties and in the event that any mechanics lien or materialmen's lien is filed by any such third party in connection with such work, SELLERS shall indemnify and hold harmless with respect to such claim.

28. TITLE STANDARD

Any title matter or practice arising under or relating to this Agreement which is the subject of a title or practice standard of The Real Estate Bar Association for Massachusetts, Inc. at the time for delivery of the Deed shall be governed by such standard to the extent applicable.

29. VOID IF RECORDED OR ASSIGNED

If the BUYER either makes an assignment of its rights under this Agreement or records a copy of this Agreement with Middlesex South Registry of Deeds, the SELLERS at its option may declare SELLERS' obligations hereunder to be null and void and may deem the BUYER to be in default of its obligations hereunder.

30. NEXT BUSINESS DAY

If the period by which any right, option or election must be exercised, or by which any act must be performed, or by which the Closing must be held, expires on a Saturday, Sunday, Federal or Commonwealth of Massachusetts holiday, such time shall automatically extend through the close of business on the next business day.

31. APPLICABLE LAW

This Agreement shall be governed by and construed and enforced in accordance with the laws of the Commonwealth without regard to conflict of law principles.

32. BINDING ON SUCCESSORS

This Agreement shall be binding not only upon the parties, but also upon their respective heirs, personal representatives, assigns, and other successors in interest.

33. EFFECTIVE DATE

The effective date of this Agreement shall be the date this Agreement is signed by the parties.

34. NOTICES

All notices given hereunder shall be in writing and signed by the party or the party's attorney. Written notice from either party to the other shall be deemed to have been properly given if delivered in hand, mailed postage prepaid, faxed with confirmation receipt, or delivered by a recognized commercial courier, if to Seller, to:

Andrea M. Leland, Esq.  
AML Law Associates, LLC  
40 Mechanic Street, Suite 302  
Marlborough, MA 01752  
Phone: (508) 393-8400  
Fax: (888) 753-6040  
[aml@amllawassociates.com](mailto:aml@amllawassociates.com)

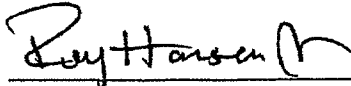
or to Buyer:

John L. Ghiloni  
City of Marlborough  
Department of Public Works  
1354 Neil Street  
Marlborough, MA 01752  
Phone: (508) 624-6910  
[jghiloni@marlborough-ma.gov](mailto:jghiloni@marlborough-ma.gov)

Notices are effective when they are received unless receipt is refused: in which event notice shall be effective on the first occasion receipt is refused.

**SELLERS:**

ROY E. HANSEN AND  
EILEEN MAGUIRE  
249 Randall Road  
Berlin MA 01503

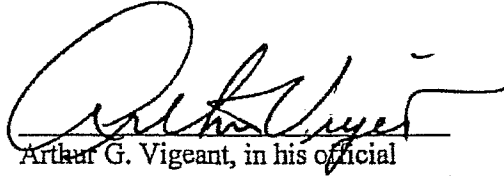


Roy E. Hansen, Owner, 29 Witherbee Street  
Marlborough, MA

Date: 1/25/17

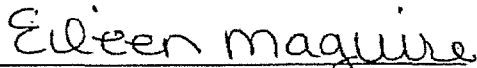
**BUYER:**

THE CITY OF MARLBOROUGH  
BY ITS MAYOR:



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

Date: 1/25/17



Eileen Maguire, Owner, 29 Witherbee Street  
Marlborough, MA

Date: 1/25/17