

CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Finance Committee

Date: May 3, 2021

Time: 6:30 PM

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2021 APR 27 P 4:45

This meeting will be held virtually 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).

4-26-21—Order No.21-1008273: Proposed Tax Increment Financing (TIF) Agreement with BJ's Wholesale Club, Inc. 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

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., _____ APRIL 26, 2021

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, be and is herewith referred to the **FINANCE COMMITTEE**.

Yea: 11 – Nay: 0

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

ADOPTED

ORDER NO. 21-1008273



10

RECEIVED
CITY CLERK'S OFFICE
OF MARLBOROUGH
2021 APR 22 A 11:36

City of Marlborough
Office of the Mayor

Arthur G. Vigeant
MAYOR

Patricia M. Bernard
EXECUTIVE AIDE

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

Ryan P. Egan
EXECUTIVE SECRETARY

April 22, 2021

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

RE: Tax Increment Financing Agreement – BJ's Wholesale Club, Inc.'s Proposal

Honorable President Ossing and Councilors:

Please find enclosed for your review a tax-increment financing ("TIF") agreement with BJ's Wholesale Club, Inc., a membership-only warehouse club chain is leasing two buildings, comprised of 168,581 square feet located at 350 Campus Drive and 19,244 square feet located at 100 Campus Drive depicted on the Assessor's Map 111, Parcel 1 in Marlborough.

BJ's Wholesale Club will create and maintain 800 permanent, full time jobs available to qualified residents of Marlborough at the projected area. Additionally, the owner plans to build a new 120,000 square foot parking structure on site intended to be used by BJ's employees. Improvements to the Project Area are estimated in an initial capital investment of approximately \$26-\$28 million in combined soft, real property and personal property costs. They are also applying for Certified Project status from the Economic Assistance Coordinating Council.

All active TIF agreements are monitored and tracked by the MEDC on a continual basis to ensure job numbers and other commitments surrounding annual reporting and investment are being met. Enclosed for your review are the following: 1) preliminary application from the Commonwealth of Mass; 2) intent to apply; 3) resolution; and 4) the TIF.

I look forward to discussing with you further. Please do not hesitate to contact me with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



COMMONWEALTH OF MASSACHUSETTS
 ECONOMIC ASSISTANCE COORDINATING COUNCIL
 MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

**Economic Development Incentive Program (EDIP)
 LOCAL INCENTIVE-ONLY APPLICATION**

A complete application with all required attachments must be submitted in electronic form to your MOBD Regional Director by 5:00 P.M. on the application deadline date. A hardcopy with original signatures and attachments must be postmarked no later than 1 day after the submission deadline and mailed to: EDIP Manager, MOBD, 136 Blackstone Street, 5th Floor, Boston, MA 02109. **Applications that are incomplete or submitted after the deadline will not be considered at the scheduled EACC meeting, without exception.**

For assistance with this application please work with your MOBD Regional Director, local municipal officials and refer to the EDIP Guidelines and 402 CMR 2.00.

PART I. COMPANY OVERVIEW					
1. COMPANY INFORMATION					
Company Name:	BJ's Wholesale Club, Inc.				
Project Location Address:	Street Address:	350 Campus Drive			
	City:	Marlborough	MA	Zip Code:	01752
FEIN # (Federal Employer Identification Number):	#04-3360747				
DUA # (Dept. of Unemployment Assistance Number):	#60-07043-0				
2. COMPANY CONTACT					
Executive Officer/ Company Designee:	Full Name:	David Picot	Title:	SVP, Director of Real Estate and Property Development	
Contact (if different from above)	Full Name:		Title:		
Contact Address:	Street Address:	25 Research Drive			
	City:	Westborough	State:	MA	Zip Code: 01581
Telephone Number:	774-512-7898				
Email Address:	dpicot@bjs.com				
3. COMPANY DESCRIPTION & HISTORY					
Please provide a brief description and history of the company.					
BJ's Wholesale Club was founded in 1984 in Massachusetts. BJ's Wholesale Club currently operates 221 wholesale clubs and 151 gas stations across 17 states.					

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

PART II. ECONOMIC DEVELOPMENT PROJECT			
1. NATURE & PURPOSE OF PROPOSED PROJECT			
<p>Please provide a description of the proposed expansion project. Additionally, please explain why the local incentives are necessary for this project to move forward.</p> <p>BJ's Wholesale intends to lease and renovate 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 for BJ's Wholesale exclusive use.</p>			
2. PROJECT TIMELINE			
(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
2/9/2021	9/1/2021	9/1/2022	4/18/2022
Additional Information (if necessary) on Project Timeline:			
3. PRIVATE INVESTMENT			
Total Projected Private Investment:		\$36,000,000	
Additional Information (if necessary) on Investment: \$28 million in combined soft, real estate improvements and personal property costs with an additional \$8 million for the new parking structure			
4. MASSACHUSETTS EMPLOYMENT			
(a) Is the applicant new to Massachusetts?		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(i) If no, where are the existing Massachusetts facilities?		25 Research Drive, Westborough, MA 01581	N/A <input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.		Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please explain:	
5. EMPLOYMENT & JOB CREATION			
(a) COMPANY NAME EXISTING EMPLOYMENT AT PROJECT LOCATION			
<p>Please indicate the number of Permanent Full-Time Jobs to be created in total and by year. If job creation timeline exceeds five years, please complete the "Extended Job Creation Schedule" and attach as an addendum.</p>			
(i) Permanent Full-Time Employment at Project Location at Date of Application:	(ii) Permanent Full-Time Employees to be Transferred from other Massachusetts Site to Project Location:	(iii) Total Permanent Full-Time Existing Jobs to be Retained at Project Location (sum of questions 5 (a) i. & ii.):	
0	800	800	
Notes (if necessary) on Current Project Location Employment:			

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

(b) COMPANY NAME JOB CREATION SCHEDULE AT PROJECT LOCATION					
Permanent Full-Time Jobs to be Created (net new to facility and Massachusetts):	<i>2023</i>	<i>2024</i>	<i>2025</i>	<i>2026</i>	<i>2027</i>
800	FLAT	FLAT	FLAT	FLAT	FLAT
Notes (if necessary) on Job Creation: 800 jobs to be created and maintained over the life of the agreement.					
6. FACILITY					
(a) Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?	Lease <input checked="" type="checkbox"/> Own <input type="checkbox"/>				
(i) If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?	BH GRP TCAM OWNER LLC, a Delaware limited liability company, c/o Greatland Realty Partners				N/A <input type="checkbox"/>
(b) Is the site of the facility a 43D Preferred Development Site?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, name site:				N/A <input checked="" type="checkbox"/>
(c) Does the applicant intend to utilize the Commonwealth's Abandoned Building Deduction? Please note: To be eligible for the deduction the building the applicant plans to inhabit must have been at least 75% vacant or unused for 24 months or more.	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, name vacancy percentage and duration: % Vacant for months				N/A <input checked="" type="checkbox"/>

PART III. LOCAL INCENTIVE AGREEMENT INFORMATION					
Please work with the local municipality and your MOBD Regional Director in completing the below section.					
1. MUNICIPAL CONTACT					
Municipal Contact:	Full Name:	Meredith Harris	Title:	Executive Director, MEDC	
Contact Address:	Street Address:	91 Main Street, Suite 204			
	City:	Marlborough	MA	Zip Code:	01752
Telephone Number:	xxx-xxx-xxxx				
Email Address:	mharris@marlboroughedc.com				
2. LOCAL INCENTIVE AGREEMENT					
(a) Type of Local Incentive:	<input checked="" type="checkbox"/> Tax Increment Financing (TIF) Agreement <input type="checkbox"/> Special Tax Assessment (STA)				
i) Duration of Local Incentive:	20 Year Local Incentive				
ii) Exemption Schedule of Local Incentive:	100-100-100-95-95-90-90-85-85-80-75-70-65-60-50-40-30-20-10-5%				

COMMONWEALTH OF MASSACHUSETTS
 ECONOMIC ASSISTANCE COORDINATING COUNCIL
 MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

iii) Start & Expiration Date of Local Incentive: If Agreement commences upon certificate of occupancy please check box:	Start Date: 7/1/2022 Expiration Date: 6/30/2042 <input type="checkbox"/> Local Incentive Agreement commences upon certificate of occupancy and the dates represent best projections of the start & expiration of the local incentive based on the project timeline.
iv) Date Municipality Approved Local Tax Incentive or Date of Scheduled Vote:	Select mm/dd/yyyy
(b) Attachment A: Local Incentive Agreement Please attach a signed copy of the TIF or STA Agreement.	Attached <input type="checkbox"/>
(c) Attachment B: Municipal Vote by Authoritative Body Approving Incentive Please attach a copy of the vote approving the local incentive.	Attached <input type="checkbox"/>
(d) Attachment C: Municipal Vote by Authoritative Body Approving submission of application of the Economic Assistance Coordinating Council (EACC)	Attached <input type="checkbox"/>
(e) Exhibit 1: Local Incentive Valuation Please complete the attached exhibit detailing the estimated property tax exemption over the life of the agreement.	Complete <input type="checkbox"/>

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

PART IV. LABOR AFFIRMATION & DISCLOSURES

1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS

As an applicant requesting Certified Project approval, _____, affirms (check box) that this business will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

As an applicant requesting Certified Project approval, _____, affirms (check box) that this business will not knowingly employ developers, subcontractors, or other third parties that unlawfully misclassify workers as self-employed or as independent contractors, or that fail to comply with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

2. COMPANY DISCLOSURE

Within the past five years, has the applicant or any of its officers, directors, employees, agents, or subcontractors of which the applicant has knowledge, been the subject of (if yes, please provide details):

(a) an indictment, judgment, conviction, or grant of immunity, including pending actions, for any business-related conduct constituting a crime under state or federal law;	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Details:
(b) a government suspension or debarment, rejection of any bid or disapproval of any proposed contract subcontract, including pending actions, for lack of responsibility, denial or revocation of prequalification or a voluntary exclusion agreement; or	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Details:
(c) any governmental determination of a violation of any public works law or regulation, or labor law or regulation or any OSHA violation deemed "serious or willful?"	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Details:

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

V. AUTHORIZATION & CERTIFICATIONS

1. CERTIFICATE OF GOOD STANDING

Provide proof of good tax standing in the Commonwealth of Massachusetts via a Massachusetts Department of Revenue Certificate of Good Standing for each of the businesses intending to take advantage of the state tax incentives.

*Applications will not be reviewed by the Economic Assistance Coordinating Council until a Certificate of Good Standing has been received.

To obtain a Certificate of Good Standing visit: <https://www.mass.gov/how-to/request-a-certificate-of-good-standing-tax-compliance-or-a-corporate-tax-lien-waiver>

Attached

Date of DOR
Application for
Certificate of Good
Standing: *Select
mm/dd/yyyy*

Notes:

2. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT

I/We, David Picot (names and titles) of the applicant business applying for "Certified Local Incentive Only Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales to the best of my/our knowledge after having conducted reasonable inquiry. I/We understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Local Incentive Only Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Local Incentive Only Project if the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information. I/We make this certification under the pains and penalties of perjury. I/we agree to submit a Calendar Year Annual Report to the Massachusetts Office of Business Development to give updates on the progress of the project.

The signatories also hereby acknowledge that, under the Public Records law of the Commonwealth of Massachusetts, this application and all documents submitted in support thereof are public records under the provisions of Massachusetts G. L., Ch. 4, sec. 7 (26).

Signed:

	SVP Real Estate	April 17, 2021
Name	Title	Date

	<i>Select mm/dd/yyyy</i>	
Name	Title	Date

3. DEPARTMENT OF UNEMPLOYMENT ASSISTANCE CONSENT FOR DISCLOSURE OF WAGE REPORTING INFORMATION

COMMONWEALTH OF MASSACHUSETTS
ECONOMIC ASSISTANCE COORDINATING COUNCIL
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

**Consent for the Disclosure of Wage Reporting Information for Federal Employment
Identification Number (FEIN): # 04-3360747**

Division of Unemployment Assistance (DUA) Number: # 60-07043-0

I/We, Lauren Walker , a duly authorized representative of BJ's Wholesale Club, Inc. and of all the other businesses listed in this Local Incentive Only Application (hereinafter "Employer"), hereby releases and gives authority to the Massachusetts Department of Unemployment Assistance, pursuant to G.L. c. 151A, §46(1), to provide the Economic Assistance Coordinating Council, upon its request, with the Employer's information, including but not limited to, wage reporting information, that is (a) necessary to verify the amount and tax year in which the Employer claims any of the Tax Incentives awarded in the Economic Development Incentive Program or Employer's fulfillment of job creation and job retention commitments as indicated in the supplemental application and job chart, or (b) otherwise necessary to ensure the proper operation or enforcement of this Agreement or the Program. This authorization is effective upon date of signature and will be valid until superseded by a subsequent application or revoked in writing.

Signed:

	Corporate HR Manager	April 16, 2021
Name	Title	Date
		Select mm/dd/yyyy
Name	Title	Date



Commonwealth of Massachusetts
Department of Revenue
Geoffrey E. Snyder, Commissioner

mass.gov/dor

Letter ID: L0877990720
Notice Date: April 13, 2021
Case ID: 0-001-138-771



CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE



BJ'S WHOLESALE CLUB INC
26 WHITTIER ST
FRAMINGHAM MA 01701-4621

Why did I receive this notice?

The Commissioner of Revenue certifies that, as of the date of this certificate, BJ'S WHOLESALE CLUB INC is in compliance with its tax obligations under Chapter 62C of the Massachusetts General Laws.

This certificate doesn't certify that the taxpayer is compliant in taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law.

This is not a waiver of lien issued under Chapter 62C, section 52 of the Massachusetts General Laws.

What if I have questions?

If you have questions, call us at (617) 887-6400 or toll-free in Massachusetts at (800) 392-6089, Monday through Friday, 9:00 a.m. to 4:00 p.m..

Visit us online!

Visit mass.gov/dor to learn more about Massachusetts tax laws and DOR policies and procedures, including your Taxpayer Bill of Rights, and MassTaxConnect for easy access to your account:

- Review or update your account
- Contact us using e-message
- Sign up for e-billing to save paper
- Make payments or set up autopay

Edward W. Coyle, Jr., Chief
Collections Bureau



February 9, 2021

The Honorable Mayor Arthur Vigeant
Municipal Chief Executive
City of Marlborough
City Hall
140 Main Street
Marlborough, MA 01752

RE: Intent to Apply for Massachusetts Economic Development Program (EDIP) in Marlborough, MA

Dear Mayor Vigeant:

This letter is Bj's Wholesale Club, Inc.'s (Bj's) letter of intent as required pursuant to the Economic Development Incentive Program, (EDIP).

On December 4, 2020, David Picot, SVP Real Estate & Property Development for Bj's and Meredith Harris, Executive Director, Marlborough Economic Development Corporation to discuss the EDIP Program and the various incentives available.

Per our discussion, Bj's is an American membership-only warehouse club chain and operates 220 BJ's clubs in 17 states and employees approximately 25,000 team members (both full- and part-time). Bj's is considering a relocation of our corporate headquarters, currently located at 25 Research Drive, Westborough, MA to 350 Campus Drive, Marlborough, MA (aka; The Campus at Marlborough) in the Fall of 2022.

We are contemplating a lease for 190,000 SF of office space, to accommodate approximately 1,000 employees, with a twenty-year lease commitment. Bj's anticipates a significant capital investment to be made in excess of \$15 million to \$18 million dollars for tenant improvements, which include office refurbishment and Data Center installation. In addition, the Ownership will be investing an additional \$5 million to \$7 million to construct a 300-car parking garage, exclusively for Bj's, as well as additional infrastructure improvement to the building for our exclusive use and occupancy.

We view a commitment of this nature to be worthy of consideration and Bj's therefore is requesting that you accept this letter as the formal letter of intent required under the Economic Development Incentive Program, (EDIP).

Sincerely yours,

A handwritten signature in blue ink that reads "David P. Picot". The signature is fluid and cursive, with the first name being the most prominent.

David P. Picot
SVP Real Estate & Property Development

Cc: Peter Milano, Senior Director, Business Development, MOBD

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 not merely replace or relocate current jobs within the Commonwealth, 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:

A TRUE COPY
ATTEST:

**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:

(Actual Cumulative New Permanent Full-Time Employee Level /
Minimum Cumulative New Permanent Full-Time Employee Requirement) x
Scheduled Exemption Percentage = 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

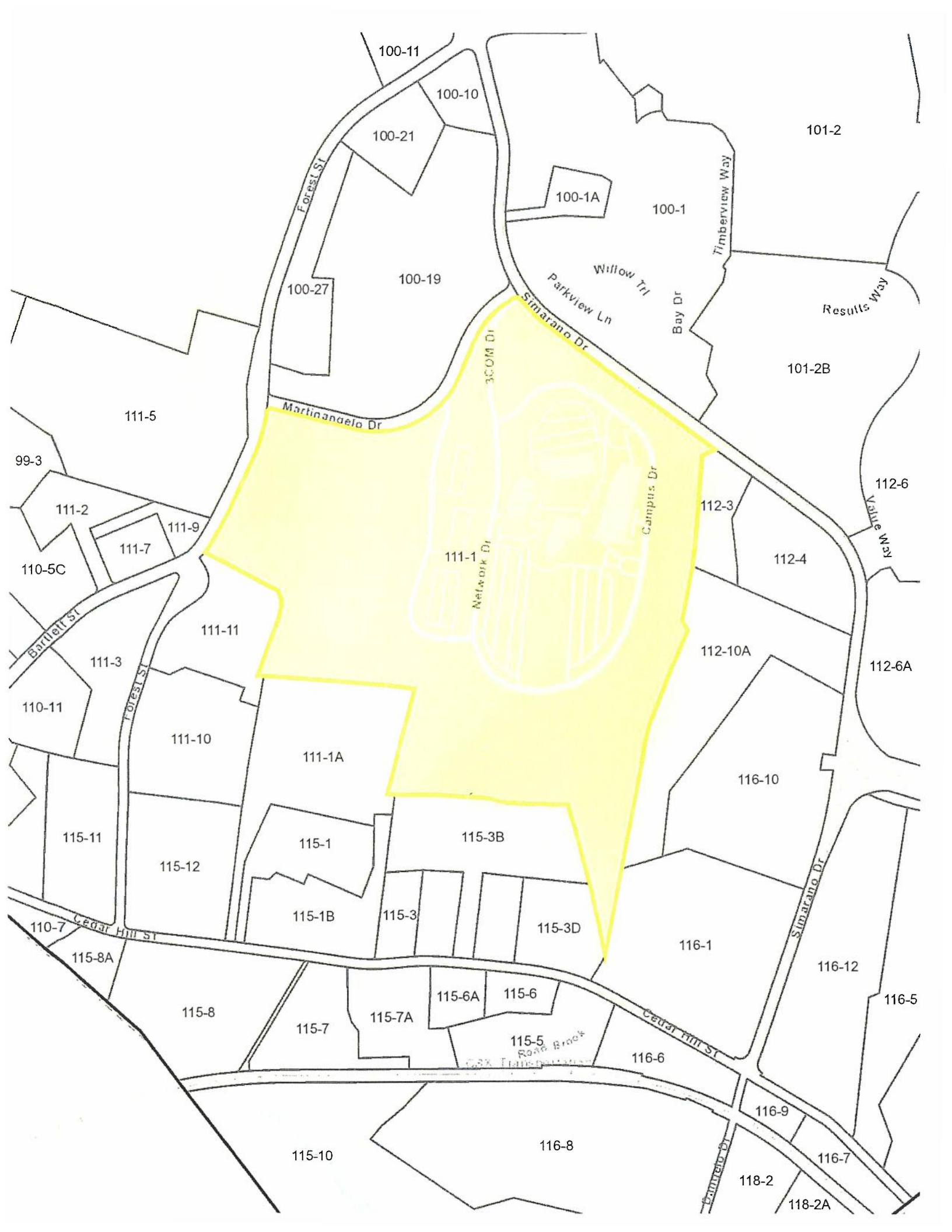
_____, ss.

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



100-11

100-10

100-21

101-2

100-1A

100-1

100-27

100-19

Parkview Ln
Willow Trl
Simarano Dr

Bay Dr

Timberview Way

Results Way

101-2B

Martinangelo Dr

111-5

99-3

111-2

111-9

111-7

110-5C

111-1

Network Dr

Campus Dr

112-3

112-4

112-6

Valle Mc N

111-11

110-11

111-3

112-10A

112-6A

111-10

111-1A

116-10

115-11

115-1

115-3B

115-12

115-1B

115-3

115-3D

116-1

116-12

110-7

115-8A

115-8

115-7

115-7A

115-6A

115-6

115-5
Road Brook
C&S Foundation

116-6

116-5

115-10

116-8

116-9

116-7

118-2

118-2A

Bartlett St

Simarano Dr

Cedar Hill St