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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2017 DEC 14 P 1:22

1. Minutes, City Council Meeting, December 4, 2017.
2. PUBLIC HEARING: On the Application for Sign Special Permit, Halfway Café, 820 Boston Post Road East, for proposed new 90" x 96" x 15" double sided U.L. listed LED internally illuminated sign w/ 31" x 66" electronic message board, Order No. 17-1007069A.
3. PUBLIC HEARING: On the Application for Sign Special Permit, Mobil, 656 Boston Post Road East, in which the four manual price panels will be removed and replaced with two LED price panels for regular and diesel prices, Order No. 17-1007068A.
4. Communication from Mayor re: Library Project Land Acquisition transfer request in the amount of \$459,720.84 which moves funds from Undesignated to Land Acquisition to support the library renovation project and authorize negotiations to purchase 28 Witherbee St.
5. Communication from Mayor re: Grant acceptance from US Food & Drug Administration through the Association of Food & Drug Officials in the amount of \$3,000.00 to provide community outreach to local retail and food service establishments & implement quarterly trainings.
6. Communication from Mayor re: Eminent Domain of Taking related to the Library project for land at 28 & 29 Witherbee streets.
7. Communication from City Solicitor, Donald Rider, re: request for Executive Session to discuss pending litigation concerning a land use request involving property off Boston Post Road.
8. Communication from the Planning Board re: their decision of the Proposed Zoning Amendment-Section 650-59.C (11) as it pertains to Powers & Procedures of Special Granting Authority, Order No. 17-1007030.
9. Apex Sign Request, Half Axe Co., 21 Apex Dr., Order No. 16/17-1006443.
10. Communication from Public Employee Retirement Administration Commission (PERAC) re: FY19 Appropriation.
11. Minutes, Planning Board, November 13 & 27, 2017.
12. Minutes, School Building Committee, August 30 & October 12, 2017.
13. Minutes, License Board, October 25, 2017.

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From Public Services Committee

14. **Order No. 17-1006815: The City Council acceptance of two provisions of M.G.L. Chapter 90, Section 17C and Section 18B, which will enable the City to reduce the speed limit in thickly settled districts to 25 miles per hour and enable the City to create safety zones with a 20 mile per hour speed limit. Councilor Ossing specified there was a typographical error in the proposed order under Section 17C of Chapter 90, part (b), line three references "section 1" but it should be "section 17". Motion made by Councilor Ossing, seconded by Councilor Tunnera, to approve as amended. The motion carried 3-0.**

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.

From Personnel Committee

15. **Order No. 17-1007052: The Appointment of Councilor Michael Ossing to the Council on Aging Board for a four-year term. Motion made by Councilor Irish, seconded by the Chair, to approve the appointment of Councilor Michael Ossing. The motion carried 2-0.**



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2017 DEC 13 A 11:09

**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK**

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DECEMBER 4, 2017

Regular meeting of the City Council held on Monday, December 4, 2017 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Juaire, Oram, Ossing, Robey, Delano, Doucette, Elder, Tunnera, Irish and Landers. Meeting adjourned at 9:15 PM.

ORDERED: That the Minutes of the City Council meeting NOVEMBER, 27, 2017, **FILE;** adopted.

ORDERED: That the **PUBLIC HEARING** on the Application for Special Permit to construct an Ancillary Residential Community in a single 28-unit building to be built at 615 Williams Street in conjunction with the Village at Crane Meadow Retirement Community, Order No. 17-1007054, **OPENED AND CONTINUED, WITH NO TESTIMONY BEING HEARD, UNTIL JANUARY 8, 2018 CITY COUNCIL MEETING;** adopted.

Ordered that the Communication from Attorney Bergeron, Mirick O'Connell re: Public Hearing be opened then continued to the first working meeting in January 2018 be read by City Clerk-Carries.

Councilors Present: Clancy, Delano, Doucette, Elder, Tunnera, Irish, Landers, Juaire, Oram, Ossing & Robey.

ORDERED: That the **JOINT TAX CLASSIFICATION PUBLIC HEARING** with the Board of Assessors to determine the percentage of the local tax levy to be borne by each class of property for Fiscal Year 2018. Massachusetts General Laws Chapter 40, Section 56 sets forth the procedures and responsibilities under the law, all were heard who wish to be heard, hearing recessed at 8:50 PM.

Councilors Present: Clancy, Delano, Doucette, Elder, Tunnera, Irish, Landers, Juaire, Oram, Ossing & Robey.

ORDERED: That the transfer of \$25,300.00 (twenty-five thousand, three hundred dollars) from Sale of Graves to Reduce the FY2018 Tax Levy, **APPROVED**; adopted.

FROM:

Acct. # 27000-33020 \$25,300.00
Sale of Graves

TO:

To reduce 2018 Tax Levy \$25,300.00

ORDERED: That the transfer of \$679,906.48 (six hundred seventy-nine thousand, nine hundred six dollars & forty-eight cents) from Overlay Reserve to reduce the FY2018 Tax Levy, **APPROVED**; adopted.

FROM:

Acct. # 10000-32200 \$679,906.48
Overlay Reserve

TO:

To reduce 2018 Tax Levy \$679,906.48

ORDERED: That the residential factor of 0.807362 which results in a CIP shift factor of 1.42 and produces, based upon the Fiscal Year 2018 Tax Levy, a residential tax rate of \$14.63 and a commercial tax rate of \$25.73, **APPROVED**; adopted.

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, refer to **FINANCE COMMITTEE**; adopted.

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Retail Program Standards grant in the amount of \$6,970.00 from the National Association of City & County Health Officials, awarded to the Board of Health, which will fund peer-to-peer assistance and technical support to improve our food protection program; adopted.

ORDERED: That the Appointment of Joseph Bisol to the Council on Aging for a term of four years, refer to **PERSONNEL COMMITTEE**; adopted.

ORDERED: That a petition to the General Court, accompanied by a bill for a special law relating to the city of Marlborough to be filed with an attested copy of this order, be, and hereby is, approved under Clause (1) of Section 8 of Article 2, as amended, of the Amendments to the Constitution of the Commonwealth of Massachusetts, to the end that legislation be adopted precisely as follows, except for clerical or editorial changes of form only:

An act authorizing the city of Marlborough to grant additional licenses for the sale of alcoholic beverages not to be drunk on the premises.

SECTION 1. (a) Notwithstanding section 17 of chapter 138 of the General Laws, the licensing authority of the city of Marlborough may grant 2 additional licenses for the sale of all alcoholic beverages not to be drunk on the premises pursuant to section 15 of said chapter 138. A license granted pursuant to this act shall be subject to the conditions set by the said licensing authority and shall be subject to all of said chapter 138 except said section 17.

(b) The licensing authority of the said city shall not approve the transfer of a license granted pursuant to this act to any other person, partnership, corporation, limited liability company, organization or other entity or to any other location.

(c) If a license granted pursuant to this act is cancelled, revoked, or no longer in use at the location of original issuance, the license shall be returned physically, with all of the legal rights, privileges and restrictions pertaining thereto, to the licensing authority of the said city and the said licensing authority may then grant the license to a new applicant at the same location under the same conditions as authorized in this act if the applicant files with the said licensing authority a letter from the department of revenue and a letter from the department of unemployment assistance indicating that the license is in good standing with those departments and that all applicable taxes, fees and contributions have been paid.

SECTION 2. This act shall take effect upon its passage.

Refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That the Communication from City Solicitor, Donald Rider, re: Application for Special Permit from Mina Property Group LLC, Auto Max, to construct a commercial automotive facility on less than 1 acre of land at 408 Maple Street, in proper legal form, Order No. 17-1006800G, **MOVED TO ITEM 17**; adopted.

ORDERED: That the Communication from Attorney Bergeron, Mirick O'Connell re: Proposed Eminent Domain Taking & Related Matters Concerning Parcels on and off Howe and Valley Streets, Order No. 17-1007065-1-2-3, **FILE**; adopted.

ORDERED: That the Communication from Attorney Bourbeau, Drohan Tocchio & Morgan, P. C. re: Proposed Eminent Domain Taking and Related Matters Concerning Parcels on and off Howe and Valley Streets, Order No. 17-1007065-1-2-3, **FILE**; adopted.

ORDERED: That the Communication from James Knott, Riverdale Power & Electric Co., Inc. re: Riverdale Mills Hydroelectric Project, **FILE**; adopted.

ORDERED: That the Communication from Attorney Beattie re: Black Horse Subdivision (Slocumb Lane), refer to **PUBLIC SERVICES COMMITTEE, PLANNING BOARD & LEGAL DEPARTMENT**; adopted.

ORDERED: That the Minutes, Board of Assessors, September 27, 2017, **FILE**; adopted.

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

- a. Alyssa Hansen, 218 West Hill Road, other property damage.

Reports of Committees:

Councilor Ossing requested a Suspension of the Rules-Carries to introduce a Communication from Colonial Power Group to update the Councilors and public pertinent to the Municipal Aggregation Plan. The communication has been placed on the City's website. Motion made by Councilor Ossing to accept and place on FILE; adopted.

Councilor Irish reported the following out of the Public Safety Committee:

Meeting Name: City Council Public Safety Committee

Date: November 28, 2017

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

Convened: 5:30 PM – Adjourned: 5:49 PM

Present: Chairman Irish; Public Safety Committee Members Councilors Tunnera and Ossing; Councilors Clancy, Doucette, Juaire, and Robey

Also Present: Police Chief David Giorgi; Thomas DiPersio (City Engineer)

Order No. 17-1006815: The City Council acceptance of two provisions of M.G.L. Chapter 90, Section 17C and Section 18B, which will enable the City to reduce the speed limit in thickly settled districts to 25 miles per hour and enable the City to create safety zones with a 20 mile per hour speed limit.

The Public Safety Committee met with Police Chief David Giorgi, who is also Chair of the Traffic Commission, and City Engineer Thomas DiPersio for a discussion of M.G.L. Chapter 90, Sections 17C and 18B, which would allow the City to reduce the speed limit in thickly settled districts. Police Chief Giorgi explained a change in state law allows the City to change the speed limit in certain zones without having to receive state approval for each wanted change. There are two types of speed laws, Ch.90, §17 are statutory and allow municipalities having thickly settled areas or business districts to reduce speed limits from 30 miles per hour to 25 miles per hour; Ch.90 §18 are regulatory and allow municipalities the ability to create posted speed limits of 20 miles per hour after following required mandates as stated in the statute to establish a "safety zone".

Councilor Ossing confirmed that by approving this order, the City would have more control over thickly settled areas by going through the Traffic Commission who would refer the request to Engineering for review to ensure the street in question conformed to the M.G.L. definition of a thickly settled area. He supported the acceptance of these provisions if they are done on a case by case basis and not as a blanket change throughout the City. Police Chief Giorgi agreed with Councilor Ossing and confirmed that was the preference of the Traffic Commission as well, that each change be made only after a study of an area has been done and results warrant a change to that street's speed limit.

Reports of Committee Cont'd:

Councilor Ossing specified there was a typographical error in the proposed order under Section 17C of Chapter 90, part (b), line three references "section 1" but it should be "section 17".

Motion made by Councilor Ossing, seconded by Councilor Tunnera, to approve as amended. The motion carried 3-0.

Motion made and seconded to adjourn. The motion carried 3-0. The meeting adjourned at 5:49 PM.

Councilor Tunnera reported the following out of the Personnel Committee:

Meeting Name: City Council Personnel Committee

Date: November 28, 2017

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

Convened: 5:51 PM – Adjourned: 5:59 PM

Present: Chairman Tunnera; Personnel Committee Member Councilor Irish; Councilors Clancy, Ossing, and Robey

Absent: Councilor Elder

Order No. 17-1007051: The Appointment of William Dunbar to the Conservation Commission for a three-year term. William Dunbar was unable to attend the meeting and his appointment remained in committee and will be taken up at the Personnel Committee's next meeting. **Motion was made by Councilor Tunnera to carry this item over to the next Legislative year-CARRIES.**

Order No. 17-1007052: The Appointment of Councilor Michael Ossing to the Council on Aging Board for a four-year term. Recommendation of the Personnel Committee is to approve the appointment of Councilor Michael Ossing to the Council on Aging Board. **Motion made by Councilor Irish, seconded by the Chair, to approve the appointment of Councilor Michael Ossing. The motion carried 2-0.**

Motion made by Councilor Irish, seconded by the Chair, to adjourn. The motion carried 2-0. The meeting adjourned at 5:59 PM.

Order No. 17-1007112: Appointment of Joseph Bisol to the Council on Aging for a term of four years. Motion was made by Councilor Tunnera to carry this item over to the next Legislative year-CARRIES.

ORDERED: That City Council Order Numbers, 17-1007065-1, 7065-2 & 7065-3 – bulleted as follows:

(1) Proposed Order of Taking by Eminent Domain which concerns two contiguous parcels of land located on and off Howe and Valley Streets. The purpose of the taking is to create pedestrian access to the Corporal Christos Pappas Playground on John Street.

(2) Proposed order would transfer care, management and control of the land the Department of Public Works, which would create and maintain the pedestrian access.

(3) Proposed Order of Transfer Between Open Space Stabilization Account and Open Space Acquisition Account would appropriate the compensation awards relating to the taking. Motion made and seconded to transfer \$5,700.00 from the Open Space Stabilization Account to the Open Space Acquisition Account.

DENIED; adopted.

Yea: 5 - Nay: 6

Yea: Delano, Elder, Irish, Clancy, & Robey.

Nay: Doucette, Tunnera, Landers, Juair, Oram, & Ossing.

ORDERED:

Special Permit
Mina Property Group LLC
New England Auto Max, Inc., dba AutoMax Service Center
Order No. 17-1006800H

DECISION ON AN APPLICATION FOR SPECIAL PERMIT

The City Council of the City of Marlborough hereby GRANTS the application for a Special Permit to Mina Property Group, LLC (Applicant) and New England Auto Max, Inc. dba AutoMax Service Center (Tenant), each having a usual place of business at 400 Maple Street and 386 Maple Street, respectively, Marlborough, Massachusetts 01752 as provided in the Decision and subject to the following Procedural Findings, Findings of Facts and Conditions:

PROCEDURAL FINDINGS

1. Mina Property Group LLC is a limited liability company organized, existing and in good standing under the laws of the Commonwealth of Massachusetts, having a usual place of business at 400 Maple Street, Marlborough (hereinafter referred to as the "Applicant").
2. New England Auto Max, Inc., dba AutoMax Service Center, is a corporation organized, existing and in good standing under the laws of the Commonwealth of Massachusetts, having a usual place of business at 386 Maple Street, Marlborough (hereinafter referred to as the "Tenant").

3. The Applicant is the owner of land in Marlborough, MA shown as Lots #7 and #8 in Plan Book #56, Plan # 20, dated November 23, 1887 and recorded in the Middlesex South District Registry of Deeds, said land being owned by the Applicant described in said Registry of Deeds in Book 44518, Page 294. Said Lots #7 and #8 are further known as 408 Maple Street, Marlborough, MA, as shown on the City of Marlborough Assessors Maps as a portion of Map 93, Parcel 65 (hereinafter referred to as the "Site").
4. The Applicant, on or about January 23, 2017, filed with the City Clerk of the City of Marlborough, an Application To City Council for Issuance of Special Permit (hereinafter referred to as the "Application") under the Ordinances of the City of Marlborough, Article VI Section 650-18.A, paragraph 25, to permit Tenant to conduct a business owned and operated by Tenant for the service, repair and minor refinishing of automotive cars and trucks on land owned by the Applicant on 16,816 square feet +/- of land located at 408 Maple Street being Lots #7 and #8 referenced in paragraph 3 above (the "Project").
5. The Site is located in the Commercial Automotive zoning district of the City of Marlborough and is subject to the Zoning Ordinance Chapter 650-18.A, paragraph 25 for commercial automotive use on less than an acre of land.
6. The Application consisted of an original and two copies of the following: (a) Application to the City Council for Issuance of Special Permit; (b) Filing Fee check in the amount of \$500.00; (c) Plan Delivery Certification; (d) Tax Payment Certification; (e) Abutters List; (f) Site Plan (the "Site Plan"); and (g) Planning Department Certification (collectively, the "Documents"), which Documents are incorporated herein and become a part of this decision. Twelve sets of documents were delivered to the City Council and one set each to the Police Chief, the Fire Chief, the City Planner (Building Commissioner), the City Engineer and the Conservation Officer, all in accordance with Chapter 650, Section 650-18.A, paragraph 25, and Section 650-59 of the Zoning Code of the City of Marlborough. The Abutters List was updated as of January 1, 2017, and filed with the City Clerk.
7. The Applicant filed with the Application a Certificate of Completeness of Application on a form signed by the Building Commissioner on behalf of the City Planner for the City of Marlborough.
8. Under the provisions of Massachusetts General Laws Chapter 40A, on January 10, 2017 Applicant filed with the City Clerk to be placed on the City Council Agenda for January 23, 2017 the Application for a Special Permit. At the January 23, 2017 meeting, the Council voted to schedule a public hearing to be held on February 27, 2017.

9. In accordance with the Rules and Regulations of the City Council and Massachusetts General Laws Chapter 40A Sections 9 and 11, the City Council established February 27, 2017 as the date for a public hearing on the Application, caused to be advertised notice of said hearing and the date thereof in the MetroWest Daily News and mailed said notice to those entitled thereto, all in accordance with Massachusetts General Laws Chapter 40A.
10. The Marlborough City Council held a public hearing on the Application on February 27, 2017 in accordance with the published notice (the "Public Hearing"). The hearing was opened at the time provided for in the notice and following the completion of testimony the hearing was closed on said date. The Applicant timely requested the Council to grant, and was timely granted, extensions of time for the Council to take final action on the application up to and including May 12, 2017, September 12, 2017, and December 18, 2017.
11. The Applicant presented testimony at the Public Hearing detailing the construction to be performed on the Site, including site work, drainage and the construction of the building, especially as it pertained to automotive service and repair, and such issues with the City Council and members of the public deemed appropriate. Members of the public had the opportunity to testify at the public hearing and there was no public input.
12. The Applicant provided written and oral documentation and testimony to the City Council and the City Council's Urban Affairs and Housing Committee ("Urban Affairs") regarding the Site, traffic impacts, landscaping, drainage, lighting, water and sewer use, and other utilities associated with the Site.
13. AutoMax Service Center (Tenant) currently conducts its business at 386 Maple Street, Marlborough, MA.
14. The Site is located on Route 85 (408 Maple Street) and is bounded to the west by Maple Street, and to the east by River Street.
15. The Site is less than 1/2 acre (16,816 square feet +/-) and is located within the Commercial Automotive Zone. According to the Building Commissioner, the Project proposes a use which is allowed by special permit in the Commercial Automotive zoning district on land less than 1 acre.
16. According to the Building Commissioner, the Project meets all requirements of the City's Zoning Ordinance.
17. The Project consists of one building of approximately twenty-five hundred (2,500) square feet and will be located as shown on the Site Plan.
18. According to the Applicant, natural gas is available to serve the Project.
19. According to the Applicant, telephone, electricity and cable TV services are all available to serve the Project.

20. According to the Applicant, the Site Plan provides for proper management of storm water runoff from the project; proposed runoff rates are less than or equal to but do not exceed existing; there will be no adverse impact to any surrounding areas; the drain systems have been properly designed to handle the design flow rates; and reduced TSS results in improved quality of storm water runoff to receiving areas.
21. According to the Applicant, all buildings will be constructed in accordance with the latest life safety and building codes.
22. The Applicant will maintain all walkways, driveways and storm drainage structures.

BASED UPON THE ABOVE, THE CITY COUNCIL OF THE CITY OF MARLBOROUGH MAKES THE FOLLOWING FINDINGS OF FACT:

- A. The City Council finds that it may grant a special permit (the "Special Permit") subject to such terms and conditions as it deems necessary and reasonable to protect the citizens of the City of Marlborough (also referenced herein as the "City").
- B. The City Council finds the Application for the Special Permit does not derogate from the intent or purpose of the Zoning Ordinance of the City of Marlborough, or General Laws c. 40A.
- C. The City Council finds that the use of the Site for the Project is an appropriate use, and is in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough. The construction of the Project will complement the business nature of the abutting properties and the surrounding neighborhood.
- D. The Site Plan, as submitted, and as may be amended by Site Plan Review Committee during the site plan review process, provides improvements that will protect the environment such as improved drainage, a gas/oil separator, landscaping, etc. The City Council makes this determination subject to the completion and adherence by the Applicant to the approved site plan by the Site Plan Review Committee and the conditions more fully set forth herein.
- E. The Applicant has complied with all the procedural rules and regulations of the City Council of the City of Marlborough and Chapter 650 (Zoning Code) of the City of Marlborough and Massachusetts General Laws Chapter 40A, Sections 9 and 11.

GRANT OF SPECIAL PERMIT WITH CONDITIONS

The City Council of the City of Marlborough, pursuant to its authority under Chapter 650 (Zoning Code) of the Code of the City of Marlborough and Massachusetts General Laws Chapter 40A, GRANTS to the Applicant a Special Permit to construct the Project as set forth in the Application documents and as per the Site Plan submitted to the City Council, and subject to the following conditions which shall be binding on the Applicant, its successors and assigns, as well as on the Tenant:

1. Construction. Construction of all structures on the Site is to be in accordance with all building codes and zoning regulations in effect in the City of Marlborough and Commonwealth of Massachusetts and shall be built according to the Site Plan entitled, "Mina Property Group, 408 Maple Street, Marlborough, MA Preliminary Site Plan," prepared by: Whitman & Bingham Assoc., Inc. Civil Engineering & Land Surveying Mechanic Street Marlborough, MA 01453 Tel: 978-537-5296; dated: January 25, 2016, last revised: December 19, 2016, and filed with the Application and as may have been amended during the application process. The Applicant's Site Plan indicates a permitted building area where the proposed building is to be located.
2. Compliance with Local State and Federal Laws. The Applicant shall comply with all applicable rules, regulations and ordinances of the City of Marlborough, Commonwealth of Massachusetts and Federal Agencies as they may apply to the construction, maintenance and operation of the Project, including, without limitation, compliance with local Conservation Commission Orders, the Massachusetts Environmental Policy Act (MEPA), and the State Building Code. The terms and conditions of such decisions and findings will become a part of this decision.
3. Site Plan Review. The issuance of the Special Permit is further subject to detailed Site Plan Review, in accordance with the City of Marlborough Code, prior to issuance of the Building Permit. Any additional changes, alterations, modifications or amendments as required by Site Plan Review shall become further conditions to this Special Permit and no occupancy permit shall be issued until all conditions are complied with by the Applicant. Site Plan Review shall be consistent with this Special Permit. Any violation of a condition of the Site Plan Approval shall be a violation of this Special Permit.
4. Utilities Review. The detailed review of on-Site and off-Site utilities will be performed as part of the Site Plan Review process and such utilities as may be required by the City Engineer during this review shall be provided. The Applicant will deliver to the City Engineer, prior to the commencement of construction of the water and sewer improvements, copies of the final plans and schedule of work of such improvements for final review and approval by the City Engineer.

5. Off-Site Improvements. In connection with the installation of improvements within public rights-of-way which requires a street opening permit, the City Engineer shall be provided by Applicant with a schedule of work and the construction procedures to be utilized prior to the commencement of such work. A police detail shall be provided for any utility work performed within the public way on Route 85 (Maple Street).
6. Construction Traffic. During construction of the Project, the Applicant shall impose on each of its contractors a requirement that all heavy equipment accessing the Site shall use River Street to access the Project as recommended by the Site Plan Review Committee.
7. Inspectional Services Mitigation. Applicant shall, prior to issuance of the building permit for the Project, provide a payment to the City of Marlborough Inspectional Services fund in the amount of three hundred (\$300.00) dollars to offset the increases in costs associated with the Project. The City shall expend said funds as needed to contract for temporary staff, materials, supplies and equipment so as to enable the Inspections Staff to provide adequate and timely inspections of the Project construction.
8. Hazardous Waste/Flammable/Combustible Materials. (a) The Applicant shall comply with all directives by the Department of Environmental Protection of the Commonwealth of Massachusetts, the Conservation Commission, the Fire Chief, and the Department of Public Works of the City of Marlborough relative to the existence and handling of any hazardous waste, toxic chemicals, flammable or combustible materials which may be located on the Site, and shall comply with the provisions of M.G.L. Chapter 21E, Chapter 510 Sewers of the Code of the City of Marlborough and any other applicable government codes and as they relate to the use or disposal of hazardous materials, hazardous waste, toxic chemicals, flammable or combustible materials; (b) Any hazardous materials, hazardous waste, toxic chemicals, flammable or combustible materials (motor oil, lubricants, anti-freeze, etc.) that may be delivered to the Site will be stored and handled and disposed of in a good practices manner and in compliance with all Federal, State and local laws and in accord with the directives of the Marlborough Fire Department; (c) Hazardous materials, hazardous waste (waste oil, etc.), toxic chemicals, flammable or combustible materials that will be stored on the Site will be those used in the normal course of business connected with operating a vehicle maintenance and repair facility .
9. Spill Prevention and Control Plan. A spill prevention and control plan, noting how hazardous and toxic materials are to be stored, transported, and disposed of, shall be provided by the Applicant to, and approved by, the City Conservation Officer and the Fire Department. Any spills that may occur on-Site will be responded to as required by the Massachusetts DEP and Fire Department. Standard Control procedures as set forth by these agencies will be strictly adhered to by Applicant.

10. Abatement. The doors to the service bays shall be kept closed except to allow vehicles to enter or to exit the service bays.
11. Detention Basins. There will be no retention or detention basins on-Site.
12. Catch Basins. All catch basins and subsurface infiltration systems shall be installed by the Applicant in accordance with the City Code or as required by the Site Plan Review Committee, as more fully shown on the Site Plan. The catch basins shall be monitored on an annual basis with reports given to the City Engineer and the Conservation Agent. The catch basins are to be cleaned by the Applicant annually, or at more frequent intervals as determined by the City Engineer and the Conservation Agent. The existing catch basins and all drainage structures shall be monitored by Applicant on an annual basis, per the storm water operation and maintenance plan to be developed by Applicant, with a written report given to the City Engineer and Conservation Commission by June 1st of each year. The catch basins are to be cleaned by Applicant when debris buildup is within 24 inches of the pipe invert to remain functioning properly.
13. Water-Sewer. Water and sewer services provided to the Project shall be subject to currently applicable citywide water and sewer policies and charges subject to annual adjustment by the Commissioner of Public Works. Applicant shall develop an on-Site water supply for irrigation purposes may only be permitted, upon demonstration by the Applicant to the City Engineer, that on-Site supplies are inadequate, due to quantity or quality.
14. Parking Areas. (i) Parking areas will be maintained by Applicant, as necessary. (ii) Pursuant to the provisions of M.G.L. c. 90, § 18, the Applicant shall submit a written request and grant of authority to the Marlborough Traffic Commission to promulgate legally enforceable rules and regulations for the control of on-Site traffic and parking. Applicant shall be responsible for providing, installing and maintaining all signage or markings required by the Commission. Such signage or markings shall meet the standards of the Uniform Manual of Traffic Control Devices.
15. Maximum Number of Vehicles. There shall be a maximum of 25 vehicles allowed as shown on the Site Plan, with employee parking to be located closest to River Street in the 3 double stacked spaces designated and labeled "Employee Parking Only".
16. Labeled Parking Spaces. Parking spaces at the front of the site shall be clearly labeled for Handicap parking and Customer Drop Off and Pick Up. In order to prohibit customers from using or having access to the stacked parking area, Applicant shall erect and maintain proper signage stating that the spaces in the stacked parking area are for AutoMax Service Center Personnel only.
17. Parking Area Lighting. All illuminations of individual parking area light fixtures shall not exceed 250-watt fixtures and shall be screened from abutting property. Deflectors shall be utilized and configured to mitigate light from entering abutting properties.

18. Site Access and Egress. Access to the building and parking will be off Maple Street (Route 85) (one-way entrance) and exit onto River Street (one-way exit) as shown on the Site Plan and requested by the Police Chief and Site Plan Review Committee. The Site shall be designed, and signage created, to specify enter "one way in" from Maple Street (Route 85) and exit "one way out" onto River Street.
19. Building. The building to be constructed on the Site shall be a freestanding steel building with metal siding and a proposed stone veneer in the front "customer" area of the building, and shall conform to a plan entitled, "AutoMax Vehicle Maintenance Building, 408 Maple Street, Marlborough, Massachusetts," prepared by: Haynes Lieneck and Smith Inc., Architects; dated: November 22, 2017, and attached hereto as Exhibit 1. There will be 5 service bays. The siding and service doors shall be similar in style and design to the siding and doors currently used at AutoMax Service Center. The operation of the business shall be conducted within the facility as to not create abnormal noise or nuisance on the Site. There shall be no external storage of junk vehicles or parts. There shall be minor repair and paint work done on vehicles at this location; however, no major auto body operation involving insurance type collision work shall be allowed to be conducted on-Site.
20. Signage. All Site signage erected on the subject property shall be consistent with low profile entrance and exit signage that is consistent with lighting, size, layout and design, including fonts, as signage requested and approved by the City Council. As shown on the building plan (Exhibit 1) referenced in condition 19 above, the signage will be mounted on the building with internal illumination that meets the lighting criteria as set forth in the review of the Site Plan. All signage at the subject location shall comply with the existing City of Marlborough sign ordinance, without variance. The freestanding sign for the Site shall conform to a plan, entitled "Freestanding Sign, 408 Maple Street, Marlborough, Massachusetts," prepared by: Haynes Lieneck and Smith Inc., Architects; dated: November 22, 2017, and attached hereto as Exhibit 2.
21. Landscaping. Pursuant to Chapter 270 of the Marlborough City Code, the Project shall be subject to Site Plan Review at which time, and under which procedure, changes and alterations to the Site Plan may be incorporated. The Project landscaping shall be implemented as shown on the Site Plan submitted with the Application as may be amended during Site Plan Review. The Site Plan Review staff shall determine whether the planted landscaping is adequate and, if the staff determines that it is not, they shall have the authority to require reasonable landscaping changes to assure that the Project's building is not significantly visible from Maple Street.
22. Dumpster. The on-Site dumpster shall be properly screened so as to create an aesthetic element to the Site and abutting properties as set forth in the City of Marlborough ordinance. Due to the nature of the Site, parking layout and dumpster pick-up the Site design requires that the dumpster be located at the rear of the Site towards River Street.

23. Snow Storage. Snow storage is to be provided on-Site as shown on the Site Plan. The Applicant shall remove accumulations exceeding 6" or more during any snowstorm event to an off-Site storage area. Snowmelt runoff is to be directed toward catch basins. On-site storage shall not be permitted that will create a nuisance to abutting properties.
24. Hours of Operation. The hours of operation will be Monday through Friday 8am-6pm, Saturday 8am-3pm, and Sunday – Closed.
25. Vehicle Sales Prohibited. At no time, can there be vehicles presented for sale on this Site.
26. Tractor Trailer Deliveries and Pickups Prohibited. No vehicles are to be delivered or picked up via tractor trailer to this Site at any time.
27. Plans, Photos, Renderings, etc. All plans, photo renderings, site evaluations, briefs and other documentation provided by the Applicant as part of this Special Permit Application and as amended during the application/hearing process before the City Council and/or the City Council's Urban Affairs Committee are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.
28. As-Built Plans. Applicant shall provide to the City's Building Commissioner as-built plans for the Site prior to the issuance of an Occupancy Permit.
29. Occupancy Permit Prerequisites. Prior to the issuance of any Permanent Occupancy Permit ("Occupancy Permit") for this Project, Applicant must complete all landscaping, architectural design and planting installation together with all other site improvements, unless, in the opinion of the Site Plan Review Committee, weather is prohibitive in which case landscaping and planting installation shall be completed within a reasonable time, but no more than 6 months from the issuance of the Occupancy Permit, taking into consideration the weather conditions.
30. Recording. In accordance with the provisions of Massachusetts General Laws c. 40A, § 11, Applicant at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and before a Building Permit is issued. Applicant shall also furnish proof of recording to the City Solicitor's Office and the City Council immediately subsequent to recording.

Yea: 11 – Nay: 0

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

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:15 PM.



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 30, 2017

ORDERED:

That there being no objection thereto set **MONDAY, DECEMBER 18, 2017** as **DATE FOR PUBLIC HEARING** On the Application for Sign Special Permit, Halfway Café, 820 Boston Post Road East, for proposed new 90" x 96" x 15" double sided U.L. listed LED internally illuminated sign w/ 31" x 66" electronic message board, be and is herewith refer to **URBAN AFFAIRS COMMITTEE, ADVERTISE.**

Ninety days after public hearing is 03/18/17 which falls on a Sunday, therefore 03/19/17 would be considered the 90th day.

ADOPTED

ORDER NO. 17-1007069



IN CITY COUNCIL

Marlborough, Mass., OCTOBER 30, 2017

ORDERED:

That there being no objection thereto set **MONDAY, DECEMBER 18, 2017** as **DATE FOR PUBLIC HEARING** On the Application for Sign Special Permit, Mobil, 656 Boston Post Road East, in which the four manual price panels will be removed and replaced with two LED price panels for regular and diesel prices, be and is herewith refer to **URBAN AFFAIRS COMMITTEE, ADVERTISE.**

Ninety days after public hearing is 03/18/17 which falls on a Sunday, therefore 03/19/17 would be considered the 90th day.

ADOPTED

ORDER NO. 17-1007068



RECEIVED
CLERK'S OFFICE
OF MARLBOROUGH

DEC 14 A 11:11

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

Nicholas J. Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

December 14, 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:

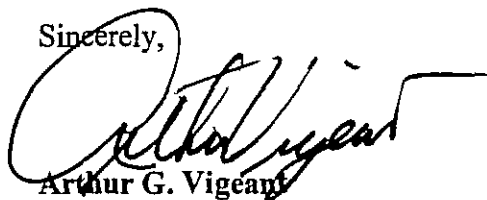
Please find enclosed for your review a transfer request from the Undesignated Fund (Free Cash) in the amount of \$459,720.84 for land acquisition related to the library project. In December 2016, you gave me authorization to negotiate for land purchases to support the library renovation project and subsequently gave me authorization to negotiate to purchase 28 Witherbee Street in August 2017.

We have reached an agreement with the owners of 28 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.

As I noted in my letter to you dated November 30, 2017, 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

Enclosures

ORDERED

That by Order No. 16-1006760B the City Council of the City of Marlborough appropriated funds and approved the use of said funds to bind an offer by the City on a purchase and sales agreement for 28 Witherbee Street, and that by Order No.17-1006978-2 the City Council authorized the Mayor to negotiate and enter into said purchase and sales agreement, the performance of which is contingent upon a favorable vote of the City Council authorizing the City to acquire the parcel for the amount stated in said agreement and an appropriation of sufficient funds for said purchase, the Mayor, having thereby negotiated a purchase and sales agreement bound by an offer to purchase, the City Council hereby authorizes the City to acquire the parcel in the total amount of \$483,916.67 as provided in said purchase and sales agreement, and further makes an appropriation of the balance due on said purchase by approving the transfer request attached hereto in the amount of \$459,720.84.

ADOPTED

In City Council
Order No. 17/18-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2018

FROM ACCOUNT:


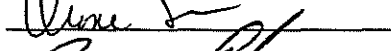

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$9,029,104.00</u>	<u>\$459,720.84</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$459,720.84</u>	<u>19300006</u>	<u>58120</u>	<u>Land Acquisition</u>	<u>\$0.00</u>
	Reason:	<u>Purchase and sale of 28 Witherbee Street</u>							
	Reason:								
	Reason:								
	Reason:								
	<u>\$459,720.84</u>	Total:			<u>\$459,720.84</u>	Total			

Department Head signature:

Auditor signature:

Comptroller signature:

PURCHASE AND SALE AGREEMENT

This 1st day of December 2017

1. **PARTIES:** PAULO S. RIBEIRO and KATHERINE A. RIBEIRO f/k/a KATHERINE R. RIBEIRO, owners as tenants by the entirety of 28 Witherbee Street, Marlborough, Middlesex County, Massachusetts, hereinafter collectively called the SELLERS, agree 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 28 Witherbee Street, Marlborough, MA 01752 and shown as Parcel 235 on Assessors' Map 69, containing 0.37 acres or 16,117.2 square feet of land, more or less, and the buildings and improvements thereon. For further description, see deed recorded with Middlesex South Registry of Deeds in Book 25364, Page 378 (hereinafter, the "Premises" or "premises").

3. **BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES:** Included in the sale as a part of said premises and improvements thereon, the buildings, structures, fixtures, including, if any, wall-to-wall carpeting, shutters, awnings, furnaces, heaters, heating equipment, stoves, ranges, gas and oil burners and fixtures appurtenant thereto, hot water heaters, plumbing and bathroom fixtures, garbage disposals, electric and other lighting fixtures excepting the dining room chandelier which prior to closing SELLERS shall remove and replace with a suitable ceiling light fixture, mantels, fences, gates, trees, shrubs, plants, and only if built-in, dishwashers and air conditioning equipment.

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

materially interfere with the use of said premises for municipal purposes, or purposes appurtenant thereto.

BUYER, at its sole expense, may elect to obtain an owner's policy of title insurance with respect to the Premises and 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, subject to BUYER'S contingencies in this Agreement, shall be \$483,916.67 (hereinafter, the "Purchase Price"). The Purchase Price shall be due and payable on the Closing Date as provided in paragraph 7 herein.

\$ 24,195.83	is the offer deposit paid to bind this offer (5% purchase price).
\$459,720.84	is to be paid at the time of delivery of the deed by
	checks as described hereinafter
<u>\$483,916.67</u>	Total

BUYER agrees to pay SELLERS the above amount of 5% deposit offer by two separate checks, one check made payable to KATHERINE RIBEIRO in an amount equal to 60% of the offer deposit and one check made payable to PAULO RIBEIRO in an amount equal to 40% of the offer deposit. BUYER also agrees to pay SELLERS, at the delivery of the deed, the balance due by two separate checks, one check made payable to KATHERINE RIBEIRO in an amount equal to 60% of the balance due, subject to adjustments, if any, as provided in paragraph 15. herein, and one check made payable to PAULO RIBEIRO in an amount equal to 40% of the balance due.

7. BUYER'S CONTINGENT PERFORMANCE; CLOSING:
- (a) Except for BUYER'S payment to bind the offer as provided in paragraph 6. herein, BUYER'S purchase obligations under this Agreement shall be contingent upon a vote of the Marlborough City Council (the "City Council") to approve the subject purchase at the Purchase Price, and an appropriation of said Purchase Price, no later than sixty (60) days of the date of the execution of this Agreement by SELLERS excluding Saturdays, Sundays and holidays. Subject to the foregoing provisions, final settlement of the parties' purchase and sale obligations hereto, including but not limited to delivery of the deed, shall occur at 10:00 A.M. on the twentieth (20th) day from said vote of the City Council, or if said date is a Saturday, Sunday or legal holiday, on the first working day thereafter, or as altered or extended by written agreement of the parties (hereinafter, "the Closing

Date" or "date of closing"). Accordingly, neither the SELLERS nor the BUYER shall be required to proceed with the closing for purchase of the Premises unless and until the City Council has authorized the purchase for the above-stated Purchase Price and appropriated said Purchase Price. In the event that the City Council votes to authorize the purchase and appropriate the Purchase Price, then the closing shall take place at Marlborough City Hall on the Closing Date unless otherwise agreed to by the parties in writing. In the event that the City Council does not approve said purchase or appropriate said Purchase Price, this Agreement shall automatically terminate and be null and void, and all deposits made hereunder by the BUYER, together with interest, if any, earned thereon, shall be paid to the SELLERS as liquidated damages without further recourse against the BUYER in any event. Within 14 (fourteen) days of the aforementioned vote of the City Council, BUYER shall notify SELLERS of said vote. It is agreed that time is of the essence of this Agreement.

- (b) On the Closing Date, BUYER'S attorney shall record the municipal lien certificate and the Deed and deliver to the appropriate parties all closing documents. It is agreed that the BUYER'S attorney shall have no liability to the SELLERS for the performance of her services in relation to the purchase and sale of the Premises, and that the performance of said services by BUYER's attorney does not constitute an attorney-client relationship between SELLERS and BUYER'S attorney. Real estate taxes on the Premises, which shall be paid by SELLERS, shall be prorated as of the day of closing based upon the latest tax bill. SELLERS agree to pay all statutorily required transfer taxes or deed stamps relating to the sale of the Premises. Each party shall be responsible for his/her/its own legal expenses.
- (c) Before the Closing Date, BUYER shall have complied with the provisions of chapter 30B of the Massachusetts General Laws (the Uniform Procurement Act) for acquisition of real property.
- (d) In addition to the Deed, SELLER shall deliver to BUYER at the Closing, as a condition of BUYER'S obligations under this Agreement, the following:
 - i. IRS Form W-9, Taxpayer Identification Number and Certification, said form being attached herewith as Attachment "A;"
 - ii. Certificate of Non-Foreign Status pursuant to IRS Code 26 CFR 1.1445-2 said certificate being attached herewith as Attachment "B;"
 - iii. Disclosure Statement for Transaction with a Public Agency Concerning Real Property pursuant to M.G.L. c. 7C, § 38, said certificate being attached herewith as Attachment "C;"
 - iv. Tax Attestation Form pursuant to M.G.L. c. 62C, § 49A, said attestation form being attached herewith as Attachment "D;"
 - v. Municipal Lien Certificate from the City of Marlborough's Collector; and
 - vi. Certificate of Approved Installation from the Marlborough Fire Department.

8. POSSESSION, CONDITION OF PREMISES: Full possession of said premises is to be delivered at the time of the delivery of the Deed, said premises to be in the same condition as they are now, reasonable use and wear thereof excepted. The SELLERS agree to deliver the Premises at the time of delivery free of all personal property of SELLERS not being conveyed to BUYER, including all debris and trash upon the Premises. The BUYER shall be entitled to personally inspect said Premises prior to delivery of the Deed in order to determine whether the condition thereof complies with the terms of this clause.
9. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM: 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 or is not completed, the SELLERS shall use reasonable efforts to remove any defects in title, provided that SELLERS shall not be required to spend in excess of \$2,500 (Two-thousand Five-hundred dollars) exclusive of voluntary encumbrances and attorney's fees, to delivery possession as provided herein, in which event the time for performance hereunder shall be extended, by written notice from the SELLERS to the BUYER, for a period designated by SELLERS in their 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 from the SELLERS to the BUYER, but in no event beyond such sixty (60) day period.

BUYER and SELLERS hereby authorize their respective attorneys (if any, 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.

10. 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 with interest and all other obligations of the parties hereto shall cease and this Agreement shall be void without recourse to the parties hereto; or, (b) at the Closing Date or any extended time for performance, BUYER shall accept such title and possession as the 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.

11. 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 its 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 have previously restored the Premises to their former condition either:
- (a) pay over or assign to the BUYER, on delivery of the Deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLERS for any partial restoration; or
- (b) if a holder of a mortgage in said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of said mortgage less any amounts reasonably expended by the SELLERS for any partial restoration.
12. 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 of this Agreement which expressly provide that any obligation of SELLERS shall survive the Time of Closing, and such as are, by the terms hereof, to be performed after the delivery of said Deed.
13. 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 in accordance with prevailing conveyancing practices.
14. INSURANCE: Until delivery of the Deed at closing, KATHERINE A. RIBEIRO shall maintain insurance on the on said Premises as follows:

Type of InsuranceAmount of Coverage

(a) Appropriate types of coverage and endorsements for the subject premises, including but not limited to fire and casualty

KATHERINE A. RIBEIRO shall maintain coverage and endorsements in an amount sufficient to guarantee full replacement value

(b) Extended Coverage Risk of loss to remain with
KATHERINE A. RIBEIRO until delivery,
acceptance, and recording of Deed

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

15. ADJUSTMENTS: With respect to the Premises, real estate taxes, water and sewer charges and other municipal charges or fees, if any, shall be apportioned and full value shall be adjusted as of the Closing Date, or extended time for performance of this Agreement, and the net amount thereof shall be added to or deducted from, as the case may be, the Purchase Price payable by BUYER herein to KATHERINE A. RIBEIRO at the time of delivery of the deed. If the amount of any of the same shall not have been ascertained prior to the time for performance of this Agreement, such amount shall be estimated on the basis of the most current data then available, and the parties shall re-apportion such item after delivery of the Deed when the appropriate data shall have been ascertained. The respective obligations of the parties under this paragraph 15 shall survive delivery of the Deed.
16. BROKER'S FEE: There will be no broker's fee involved with this transaction.
17. DEPOSIT: All deposits made hereunder shall be made payable to the SELLERS, individually and separately as provided in paragraph 6. herein, to Kathrine Ribeiro, 391 Providence Road, Unit E, South Grafton, MA 01560 and to Paulo Ribeiro, P.O. Box 32, Marlborough, MA 01752, and who shall hold said deposit in escrow subject to the terms of this Agreement, and shall be duly accounted for at the time for performance of this Agreement. Said deposit shall be held in an interest-bearing escrow account or accounts with interest payable to the BUYER so long as BUYER does not default hereunder.
18. BUYER'S DEFAULT; DAMAGES: If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER, together with interest, if any, earned thereon, shall be retained by the SELLERS as liquidated damages and this shall be the SELLERS' sole remedy at law or in equity.
19. WARRANTIES AND REPRESENTATIONS: The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction, nor has it relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing.
20. 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.

21. COMPLIANCE WITH LAWS: This Agreement is subject to compliance with any and all applicable requirements of the Massachusetts General Laws, Special Laws, regulations and the ordinances of the City of Marlborough relative to acquisition of land by the BUYER and to the sale of land by the SELLERS. Pursuant to M.G.L. c. 43, § 30, the City is prohibited from purchasing land for a price more than twenty-five percent in excess of the average assessed valuation during the previous three years to purchase.
22. EMINENT DOMAIN TAKING TO CONFIRM & CLEAR TITLE: SELLERS hereby assent and agree to the City of Marlborough's adoption and recording of an eminent domain order of taking under chapter 79 of the Massachusetts General Laws for the purposes of confirming and clearing title to the Premises. SELLERS further agree to accept one (\$1.00) dollar as adequate compensation and damages for said confirmatory taking, and agree to execute a release for themselves, their successors and assigns releasing the City of Marlborough, its officials, employees and agents from all claims resulting from said taking, and waiving SELLERS', their successors and assigns, right to appeal or contest said taking for any reason in any forum and right, if any, to relocation assistance under M.G.L. c. 79A. Notwithstanding any of the foregoing, SELLERS' agreements and obligations under this paragraph are contingent upon the BUYER'S performance of all its obligations hereunder and payment to SELLERS of the Purchase Price and purchase of the Premises in accordance with this Agreement. The provisions of this paragraph shall survive delivery of the Deed hereunder.
23. CONSTRUCTION OF AGREEMENT: This instrument, which may be executed in multiple counterparts in accordance with paragraph 33. herein, is to be governed and construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire contract between the parties, is binding upon and inures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors and assigns, and may be canceled, modified or amended only by a written instrument executed by both the SELLERS and the BUYER. If two or more persons are named herein as SELLERS, their obligation hereunder shall be joint and several. The headings used in the numbered paragraphs of this Agreement are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties thereto.
24. 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.

25. SELLERS' COVENANTS: SELLERS covenant and agree as follows:

- (a) Henceforth through Closing, SELLERS shall not consent to any request to make and/or extend any lease, contract, option or agreement affecting the Premises which would grant any third party any rights to such land, except with written consent of the BUYER;
- (b) Henceforth through Closing, 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;
- (c) Henceforth through Closing, with the exception of ordinary landscape maintenance, including but not limited to mowing of grass, raking leaves, and trimming of trees and shrubs, 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; and
- (d) 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 hereby assent and agree to indemnify and hold harmless the City of Marlborough, its officials, employees and agents with respect to such claim.

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

26. SELLERS' REPRESENTATIONS: SELLERS represent to BUYER, that to the best of SELLERS' knowledge, that:

- (a) SELLERS have full power and authority to enter into this Agreement;
- (b) There are no parties in possession of the premises, and no work has been done on the Premises which would entitle anyone to a mechanic's lien and or to file notice of contract relating to the premises as of the date of this Agreement;
- (c) The premises are not the subject of any outstanding agreements with any party pursuant to which any such party may acquire any interest in the premises.

Neither the execution and delivery of this Agreement nor SELLERS' performance of its obligations hereunder will constitute a breach or default under any agreement to which the SELLERS are bound;

- (d) There here is no litigation or proceeding pending or threatened, that would affect a transfer of title to the Premises;
- (e) There is no evidence that Hazardous Substances, as defined herein, have been stored, generated, manufactured, disposed, transported or treated at or on the Premises. For the purposes of this Agreement, the term "Hazardous Substances" shall mean any substance that may be classified as hazardous, toxic, chemical or radioactive substance, or a contaminant or pollutant under applicable federal, state or local laws, statute, ordinance, rule or regulation (hereinafter, "Applicable Laws") or which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws;
- (f) During the SELLERS' period of ownership of the Premises, SELLERS have not used, nor will it permit the use of by any other person or entity, any portion of the Premises for the purposes of storage, generation, manufacture, disposal, transportation or treatment of any Hazardous Substance under Applicable Laws which may require any cleanup, remediation or other corrective action pursuant to such Applicable Laws; and
- (g) There are no petitions in bankruptcy (voluntary or otherwise), assignment for the benefit of creditors, or other action under Federal or State bankruptcy laws pending against or contemplated by SELLERS.

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

In the event of a breach of any representation set forth in paragraph 26. prior to Closing, BUYER may elect either (i) to waive such breach and proceed to Closing with no reduction in the Purchase Price, or (ii) terminate this Agreement upon written notice to SELLERS, in which case the parties shall have no further obligations under this Agreement other than those obligations, if any, that expressly survive the termination of this Agreement.

27. 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.

28. LEAD PAINT LAW: For premises built before 1978, BUYER acknowledges receipts of the "Department of Public Health Property Transfer Notification" regarding the Lead Law, acknowledges verbal notification of lead hazards and the provisions of the Federal and Massachusetts Lead Laws and regulations, including the right to inspect for dangerous levels of lead. Occupancy of premises containing dangerous levels of lead by a child under six years of age is prohibited, subject to exceptions permitted by law. BUYER further acknowledges that neither the SELLERS nor any real estate agent has made any representation, express or implied, regarding the absence of lead paint or compliance with any lead law, except as set forth in writing. BUYER assumes full responsibility for compliance with all laws relating to lead paint removal, if required by law, and related matters (in particular, without limitation, M.G.L. c. 111, § 197), and BUYER assumes full responsibility for all tests, lead paint removal and other costs of compliance. In order to comply with 40 CMR 745.113(a), a completed and signed Property Transfer Notice Clarification form must be provided by SELLERS to BUYER before BUYER signs this Agreement. Said Property Transfer Notice Clarification form is attached to this Agreement, being page 11. of Attachment "D" hereto.
29. CERTIFICATE OF APPROVED INSTALLATION: The SELLERS shall equip the residential structure on the Premises with approved smoke detectors and carbon monoxide detectors and furnish BUYER with Certificate of Approved Installation from the Fire Department of the City of Marlborough at the time of the delivery of the Deed, to the extent required by law, regulation or ordinance.
30. NOTICE: Whenever, by the terms of this agreement, notice shall or may be given either to BUYER or to SELLERS, such notice shall be deemed to have been given only if in writing and either delivered by hand or sent by registered or certified mail, postage prepaid, if intended for the BUYER, to:

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

with copy to:

Cynthia Panagore Griffin, Esq.
 City of Marlborough
 140 Main Street
 Marlborough, MA 01752

and, if intended for the SELLERS, to:

Katherine A. Ribeiro
 391 Providence Road, Unit E
 South Grafton, MA 01560

and to

Paulo S. Ribeiro
 P.O. Box 32
 Marlborough, MA 01752

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

- 31. 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.
- 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. COUNTERPARTS: This Agreement may be signed and delivered in counterparts with the same effect as if each party had signed and delivered the same copy. When each party has executed and delivered a counterpart, all counterparts together constitute one Purchase and Sale Agreement. A copy of the executed Agreement that has been faxed or sent electronically shall have the same force and effect as the original.

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

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

SELLERS:

PAULO S. RIBEIRO



Paulo S. Ribeiro

Date: 12/11/17

KATHERINE A. RIBEIRO

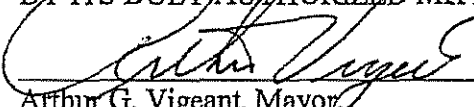


Katherine A. Ribeiro

Date: 12/11/17

BUYER:

THE CITY OF MARLBOROUGH
BY ITS DULY AUTHORIZED MAYOR:



Arthur G. Vigeant, Mayor
and not his individual capacity

Date: 12/11/17

LIST OF ATTACHMENTS

- ATTACHMENT "A"** IRS Form W-9, Taxpayer Identification Number and Certification
- ATTACHMENT "B"** Certificate of Non-Foreign Status (IRS Code, 26 CFR 1.1445-2)
- ATTACHMENT "C"** Disclosure Statement for Transaction with a Public Agency
Concerning Real Property (M.G.L. 7C, Section 38)
- ATTACHMENT "D"** Tax Compliance Attestation (M.G.L. c. 62C, Section 49A)
- ATTACHMENT "E"** Childhood Lead Poisoning Prevention Program (CLPPP)
Property Transfer Lead Paint Notification



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CITY CLERK'S OFFICE
OF MARLBOROUGH

City of Marlborough
Office of the Mayor

2017 DEC 14 A 11: 11

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

Nicholas J. Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

December 14, 2017

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

Re: Grant Acceptance – Board of Health

Honorable President Clancy and Councilors:

I am pleased to enclose a grant for the Board of Health for your acceptance. This grant award in the amount of \$3,000.00 from U.S. Food and Drug Administration (FDA) through the Association of Food and Drug Officials will be used to provide community outreach to local retail and food service establishments and implement quarterly trainings.

I have attached a letter from Cathleen Liberty, Director of Public Health, a notification of grant award form, and supporting documentation about the grant program.

The goals of this grant will be to provide educational information and trainings to local establishments about food safety and preventing foodborne illnesses.

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

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



CITY OF MARLBOROUGH

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

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

December 5, 2017

Dear Mr. Mayor,

The City of Marlborough health department received a grant from the FDA and AFDO Retail standards to implement a Community Relations Outreach Project. The FDA and AFDO provides funds for the completion of projects and training to enhance conformance with the Voluntary National Retail Food Regulatory Program Standards (Retail Program Standards).

The Community Relations Outreach project goals are to:

1. First, develop a quarterly newsletter to provide food related education to retail and food service establishments.
2. Second, implement quarterly trainings for the retail and food service establishment managers. The training will address the Centers for Disease Control and Prevention (CDC) top five risk factors that need to be controlled to prevent foodborne illnesses.

The grant award is for \$3,000 slated for training fees for Food Service Solutions (Maureen Lee) and the printing of the quarterly newsletter.

A notice of the grant award and a grant cover spreadsheet is attached. Therefore, I would like to request that these documents be submitted to City Council for approval to expend the funds received for the grant.

Sincerely,


 Cathleen Liberty
 Director of Public Health

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: Health DATE: 5-Dec-17

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Cathleen Liberty

NAME OF GRANT: Retail Program Standards grant

GRANTOR: FDA and AFDO retail program standards

GRANT AMOUNT: 3,000.00

GRANT PERIOD: 1/1/2018-12/31/18

SCOPE OF GRANT/
ITEMS FUNDED Community Outreach project
food consultant to conduct trainings
printing fees

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:

no

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

no

ANY OTHER EXPOSURE TO CITY?
no

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: _____
no

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

VOLUNTARY NATIONAL RETAIL FOOD
REGULATORY PROGRAM STANDARDS
(RETAIL STANDARDS) GRANT PROGRAM



November 30, 2017

Grant Number: G-SP-1709-05144

Project Title: Industry and Community Relations Outreach Project

Award Value: \$3,000.00

Project Period: January 1, 2018 to December 31, 2018

Cathleen Liberty
Health Director
Marlborough Health Department
140 Main Street
Marlborough, Massachusetts 01752

Dear Cathleen Liberty:

We have approved your application for Industry and Community Relations Outreach Project as part of the Retail Standards Grant Program, funded by the United States Food and Drug Administration (FDA). Approval is based on review of the application submitted by you on behalf of Marlborough Health Department to the Association of Food and Drug Officials (AFDO).

As part of your application your agency has made an assurance that it will comply with all applicable Federal statutes and regulations in effect during the grant period, including applicable parts of 45 CFR Parts 74 and 92. Acceptance of this award and/or any funds provided by the Retail Standards Grant Program acknowledges agreement with all of the terms and conditions in this award letter.

Your award is based on the above-title project application, submitted to and approved by AFDO, and is subject to the following terms and conditions:

- **The grantee must complete the full scope of work and all tasks outlined in the approved grant application by December 31, 2018 unless a written exception is granted by the AFDO Programmatic Point of Contact for this grant award.**
- **Any changes to the scope, tasks, deliverables, or expenses of this project must be approved in advance and in writing by the AFDO Programmatic Point of Contact prior to work being modified or completed.**
- **The grantee must abide by the grant guidance for the program, available as a PDF file on the Retail Standards Grant Program portal at <http://afdo.org/retailstandards>. This portal is also the site where you can find additional information/updates regarding this grant program, and where you can log in for project status and submission of required reports.**
- **Per United States Department of Health and Human Services Grants Policy, expenses for food or beverage are generally not allowed unless it is part of a per diem allowance provided in conjunction with allowable travel.**
- **A Final Project Report must be submitted through the online grants portal no more than 45 days after December 31, 2018. As part of the final report, the grantee must provide a full accounting of all expenditures made with funds from this grant award, accompanied by the documentation specified in the reporting section of the grant guidance.**
- **As a reminder, recipients of funding through this program are required to assure that project activities achieve greater conformance with the FDA Voluntary National Retail Food Retail Program Standards, available at: http://afdo.org/fda_vnrfrps.**

The amount of \$3,000.00 represents the full amount of funds to which you are entitled. Grant awards are made with the understanding that Retail Standards Grant Program staff may require clarification of information within your application, as necessary, during the application, project, or reporting periods. These inquiries may be necessary to allow us to appropriately carry out our administrative responsibilities.

Please note, the Catalog of Federal Domestic Assistance (CFDA) number for this United States Food and Drug Administration grant, awarded to the Association of Food and Drug Officials (AFDO) on 8/11/2016, is 93.103. Your grant is considered a subaward under this AFDO grant.

If you have questions about this award, please contact your AFDO Programmatic Point of Contact. Additionally, the Retail Food Safety Specialist from your FDA Region is an integral part of your jurisdiction's successful completion of Retail Standards activities, and is available to assist with your funded project. Contact information for both individuals is listed below.

We appreciate your ongoing commitment to achieving greater conformance with the Voluntary National Retail Food Regulatory Program Standards.

Sincerely,



Joe Corby
Executive Director
Association of Food and Drug Officials
2550 Kingston Road
Suite 311
York, PA 17402

AFDO Programmatic Point of Contact:

Michael Turner
retailstandards@afdo.org
(850) 583-4593

Follow the link below to obtain contact information for the FDA Regional Food Specialist assigned to assist your jurisdiction:

<http://afdo.org/retailstandards/fdaregionalcontacts>

cc: Daniel Lukash (daniel.lukash@fda.hhs.gov)
Catherine Hosman (catherine.hosman@fda.hhs.gov)



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CITY OF MARLBOROUGH

City of Marlborough
Office of the Mayor

2017 DEC 14 A 11: 11

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

Nicholas J. Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

December 14, 2017

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

Re: Eminent Domain Order of Taking

Honorable President Clancy and Councilors:

Please find enclosed for your review a proposed Eminent Domain Order of Taking related to the library project.

This proposed taking by eminent domain the fee simple interest in the land at 28 and 29 Witherbee streets would effectively clear the title in both of these properties. This relieves the owner of the time and expense to do so and the City's right to clear title by taking was reserved in the purchase and sale agreements for each of these properties.

If the City Council intends to approve this order, it should not do so until after the transfer for the purchase of 28 Witherbee Street is approved.

If you have any questions, please do not hesitate to contact me or Assistant City Solicitor Cynthia Panagore Griffin.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure

ORDERED:**Eminent Domain Order of Taking**

WHEREAS, the City Council of the City of Marlborough has determined that the public welfare, safety, and common convenience require that the fee simple interest in certain parcels of land located at 28 Witherbee Street and at 29 Witherbee Street, as more particularly described herein, be taken by eminent domain as general corporate property, confirming and making clear the title of the City of Marlborough to said parcels of land and for other municipal purposes, and that the taking by eminent domain is reasonable and necessary to carry out the aforementioned purposes; and,

WHEREAS, in order to promote the public welfare, safety, common convenience, and necessity, it is necessary to take by Eminent Domain the fee simple interests in the land for the purposes described herein; and,

WHEREAS, all preliminary requirements of Massachusetts General Laws Chapter 79 having been complied with;

NOW, THEREFORE, IT IS HEREBY ORDERED that the City Council of the City of Marlborough, acting in accordance with the power and authority conferred by the City Charter, Division 1, Section 30, Massachusetts General Laws, Chapter 79 and every power and authority thereto enabling, and in the exercise of the power and authority conferred by said laws, does hereby take by Eminent Domain the fee simple interest in the following described land, including all structures, trees and other vegetation thereon, together with any and all appurtenant easements and interests.

DESCRIPTION OF LAND TAKEN**1. Street address: 28 Witherbee Street, Marlborough, MA 01752**

Fee simple interest: Being approximately 16,117.2 square feet, more or less, of land at 28 Witherbee Street, Marlborough, MA, known and numbered as Map 69, Parcel 235 on the Assessors' Map of the City of Marlborough. For further description, see below owners' deed recorded with Middlesex South Registry of Deeds in Book 25364, Page 378.

OWNERS: Katherine A. Ribeiro (fka Katherine R. Ribeiro) and Paulo S. Ribeiro

2. Street Address: 29 Witherbee Street, Marlborough, MA 01752

Fee simple interest: Being approximately 8,698.93 square feet, more or less, of land at 29 Witherbee Street, Marlborough, MA, known and numbered as Map 69, Parcel 245 on the Assessors' Map of the City of Marlborough. For further description, see below owners' deed recorded with Middlesex South Registry of Deeds in Book 47304, Page 279.

OWNERS: Roy E. Hansen and Eileen Maguire

The ownership of said parcels and each of them are supposed to be as stated herein, but said fee simple interest and each of them are hereby taken whether the ownership is as stated herein or otherwise. Owners have agreed to accept \$1.00 (one dollar) as adequate compensation and damages for this taking, have waived and released the City of Marlborough from all claims resulting from said taking, and have waived their right to appeal or contest said taking.

TABLE OF AWARDS

The City Council hereby makes the following awards for damages for the owner or owners of record:

<u>OWNERS</u>	<u>MARLBOROUGH ASSESSORS' MAP/PARCEL</u>	<u>AWARD</u>
Katherine A. Ribeiro (fka Katherine R. Ribeiro) and Paulo S. Ribeiro	69/235	\$1.00
Roy E. Hansen and Eileen Maguire	69/245	\$1.00

ADOPTED
In City Council
Order No. 18-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST



City of Marlborough
Legal Department

CITY CLERK'S OFFICE
 140 MAIN STREET
 CITY OF MARLBOROUGH
 MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-1012

LEGAL@MARLBOROUGH-MA.GOV

DONALD V. RIDER, JR.
 CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN
 ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS
 PARALEGAL

December 14, 2017

Edward Clancy
 President
 Marlborough City Council

RE: Executive Session Request –
 Land Use Request Involving a Property Off Boston Post Road

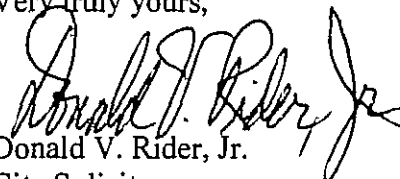
Dear President Clancy and Members:

I respectfully ask for a brief executive session with the Council on Monday evening to discuss pending litigation concerning a land use request involving a property off Boston Post Road.

I have enclosed a proposed motion, which includes re-convening in open session.

Thank you for your attention to this matter.

Very truly yours,


 Donald V. Rider, Jr.
 City Solicitor

Enclosure (Motion)

MOTION:

It is moved, in conformance with MGL c. 30A, § 21(a)(3), that the Marlborough City Council conduct an executive session for the purpose of discussing strategy in pending litigation concerning a land use request involving a property off Boston Post Road, as an open meeting may have a detrimental effect on the litigating position of the City of Marlborough and the City Council, and the chair hereby declares that an open meeting may have that effect.

It is further moved and stated that the City Council will re-convene in open session after the executive session.



City of Marlborough Commonwealth of Massachusetts

PLANNING BOARD

Barbara L. Fenby, Chair
Colleen Hughes
Philip Hodge
Sean N. Fay
Brian DuPont
George LaVenture

Krista Holmi, Administrator
Phone: (508) 624-6910 x33200
Fax: (508) 624-7699

Email: planning_board@marlborough-ma.gov
kholmi@marlborough-ma.gov

December 8, 2017

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

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CITY OF MARLBOROUGH
2017 DEC 11 P 3:45

RE: Proposed Zoning Amendment – Section 650-59.C (11)
Powers and Procedures of Special Permit Granting Authorities

Dear President Clancy:


At its regularly scheduled Planning Board meeting on December 4, 2017, the Board took the following action regarding the above referenced zoning amendment:

On a motion by Mr. Fay, seconded by Mr. DuPont, the Board voted to make a negative recommendation to the City Council for the proposed zoning amendment, Section 650-59. C (11), entitled "Extension of time for action; leave to withdraw". Motion carried. (Mr. Hodge Abstained.)

In its decision, the Board noted the following concerns:

Enabling extension agreements by the Council President or Vice-President without the necessity of a formal vote reduces the transparency of the body and removes the discussion regarding the justification for the extension from public view. It was the consensus of the Board that extensions of special permits before the Council should be negotiated in public view, and open to Council discussion and debate.

Although the Board expressed its confidence in the current makeup of the Council and spoke highly of more experienced councilors and leadership, the makeup of the Council changes with each election. Consistent with prior concerns raised by the Planning Board concerning "discretionary" provisions, the Board members reiterated their reservations over discretionary powers of future, unknown Councilors, and future, unknown Council leadership. While the intent of the contemplated changes is to provide administrative convenience, the Board's consensus is that an expansion of power for administrative convenience could result in unintended consequences.

Sincerely,

Barbara L. Fenby
Chairperson

cc: City Clerk ✓

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CITY OF MARLBOROUGH

2017 DEC -1 P 4:30



City of Marlborough
BUILDING DEPARTMENT
140 Main Street
Marlborough, Massachusetts 01752

Date: 12/01/17 Permit No. _____

Address/Location of Sign 21 APEX DRIVE

Name of Business HALF AXE CO

Name of Owner of Business SAME Telephone _____

Type of Sign: (check off which applies)

Flat Wall Free Standing Awning Banner Projecting

Does this site have a Special Permit YES NO

Is this a replacement of a same size existing sign(s) YES NO

Dimensions Sign: See enclosed plans

Length 15'9 1/4" Width 5'4 1/4" Height (Free Standing) _____ Area 84 sf

Location of Sign on Bld. North South East West

Dimensions Façade:

Length 45' +/- Width 20' +/- Area 900

Jenn Robichaud Signature of Responsible Party JENN ROBICHAUD 603 882 2638 X 333 Telephone

Installer Company BARLO SIGNS Telephone 603 882 2638 X 333

jenn@barlosigns.com Email

I hereby declare that I have the authority to request this permit and that the statements and information provided are true and accurate to the best of my knowledge and belief as well as to conform to the City's current Sign Ordinance and MA State Building Code, signed under the pains and penalties of perjury.

Jenn Robichaud Signature 12/01/17 Date

Cost of Sign(s) _____ Permit Fee \$ _____



City of Marlborough
BUILDING DEPARTMENT
 140 Main Street
 Marlborough, Massachusetts 01752
 Tel. (508) 460-3776 Facsimile (508) 624-6504

SIGN PERMIT APPLICATION

What is needed to be submitted:

Sign on the Façade:

1. A photo of the site which will show all existing signage; signs that are being removed; and sign(s) being installed.
2. 2 sets of plans which will show the length, width, height, area, how it is attached, how it is illuminated and the location on the building.

Free Standing Sign:

1. 2 sets of plans which will show the length, width, height, area, how it is attached, and how it is illuminated.
2. A site plan, to scale, which will show the location of the sign and the building for which it will serve. (526-9 C 1(c))
3. Address to be posted on the top of the sign (526-9 C 2(b))

All Other Signs:

1. 2 sets of plans which will show the length, width, height, area, how it is attached, how it is illuminated and the location on the building or on the land.

Further information about signs can be found on the City's website under "City of Marlborough City Code."

Please be aware that a Wiring Permit shall also be needed for the installation of any sign(s) which are to be illuminated. (527-CMR 12.00)

If you had applied to the Planning Board for a Variance, that recorded Variance must be submitted with this application.

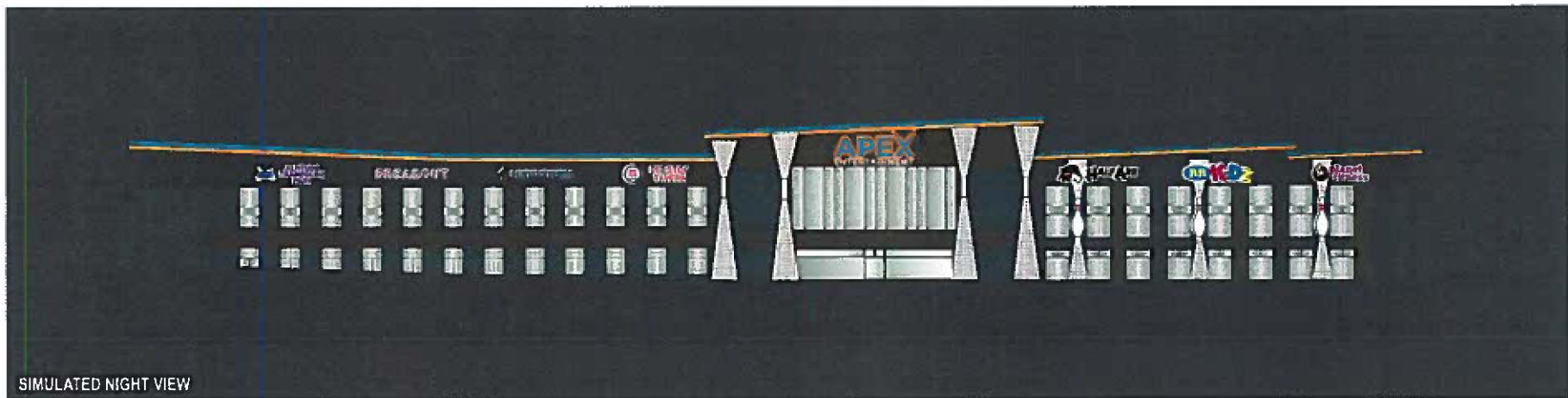
CONTINUE ON BACK

Rev 8/16/13

JOB#: 13080

ELEVATIONS

SCALE: 1/32"=1'-0"

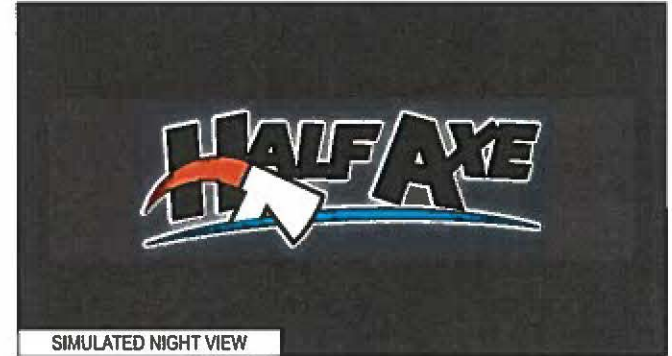
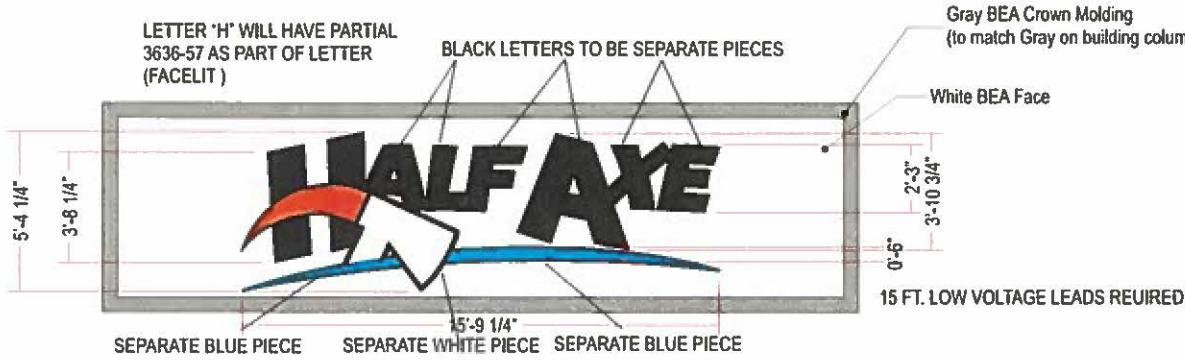


SIMULATED NIGHT VIEW

Job Name: Apex - HALF AXE		 <p>130 Greeley St. Hudson, MA 01752 603.882.0638 Fax 603.882.7900 For Service 800-221-6674</p>
Location: Apex Drive, Marlborough, MA 01752		
Design Specifications Accepted By:	Drawn By: LPIAS	
Client:	Sales Rep: RB	
Landlord:	PM: HL	Date: 10/30/17
PROJECT APPROVAL Design: _____ Date: _____ Engineering: GN Date: 11-22 Estimating: _____ Date: _____ Sales: _____ Date: _____ Production: _____ Date: _____ Installation: _____ Date: _____		© COPYRIGHT 2016 THE BARLO GROUP THE BARLO CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTIONS AND REPLICATED SIGNS ARE RESERVED BY THE BARLO GROUP. THIS PRINT IS RESERVED FOR YOUR PERSONAL USE AND IS NOT TO BE USED OUTSIDE YOUR ORGANIZATION OR EMPLOYED BY ANY INDIVIDUAL.          
File Name: APEX BUILDING HALF AXE 171003221 P		B-17-10-03221 SHEET 0.1

JOB#: 13080

ITEM A - FACE-LIT/BACK-LIT LED CHANNEL LETTERS ON BACKER PAN
SCALE: 1/4"=1'-0"

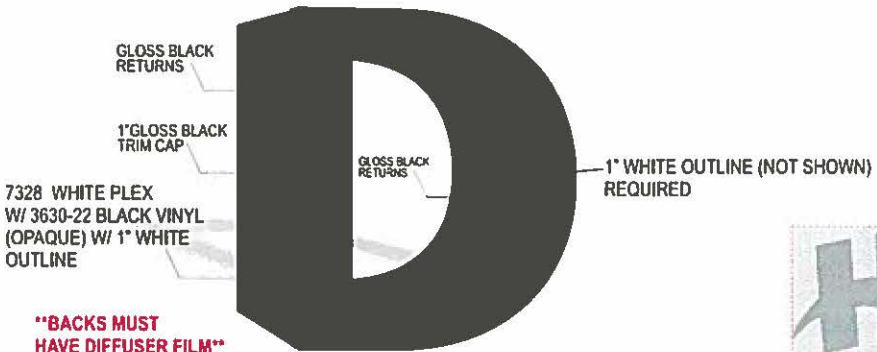


COLORS FABRICATION - LETTERS
FACES: 3/16" 7328 WHITE PLEX W/ VINYL OVERLAY
RETURNS: .040" GLOSS BLACK BEA 5" Deep .063 on larger letters
TRIMCAP: 1" BLACK
BACKS: 3/16" Clear Polycarbonate sanded
RACEWAY: N/A

COLORS FABRICATION - LOGO
FACES: 3/16" 7328 white plex
RETURNS: .040" BLACK BEA 5" Deep
TRIMCAP: 2" BLACK with metal J-clips as required
BACKS: 3/16" Clear Polycarbonate sanded
RACEWAY: N/A

COLORS COPY

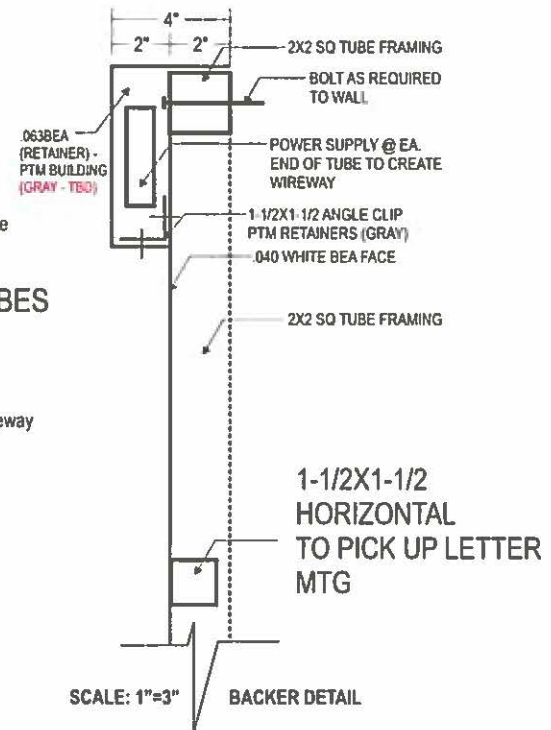
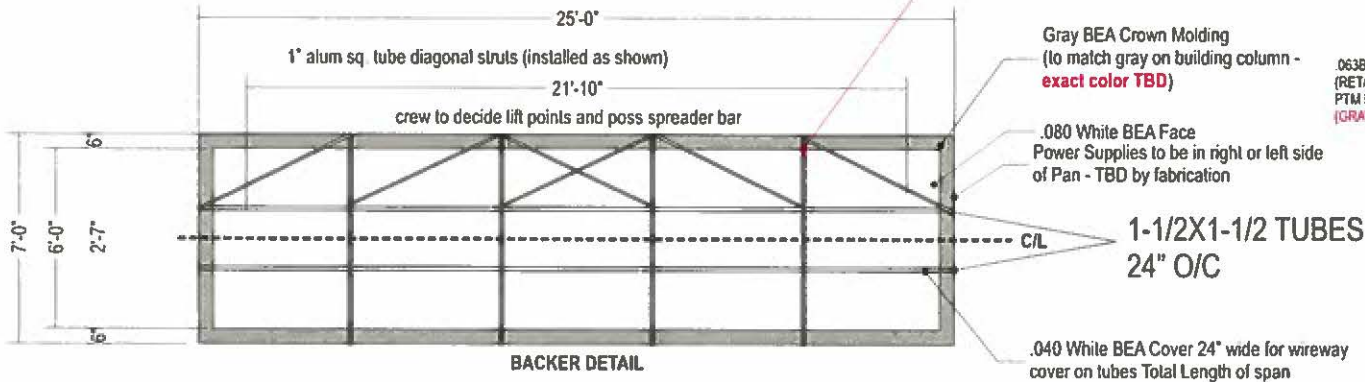
- 3630-22 BLACK (CHANNEL LETTERS WILL NOT FACE-LIT)
- 3630-57 OLYMPIC BLUE
- 3630-84 TANGERINE



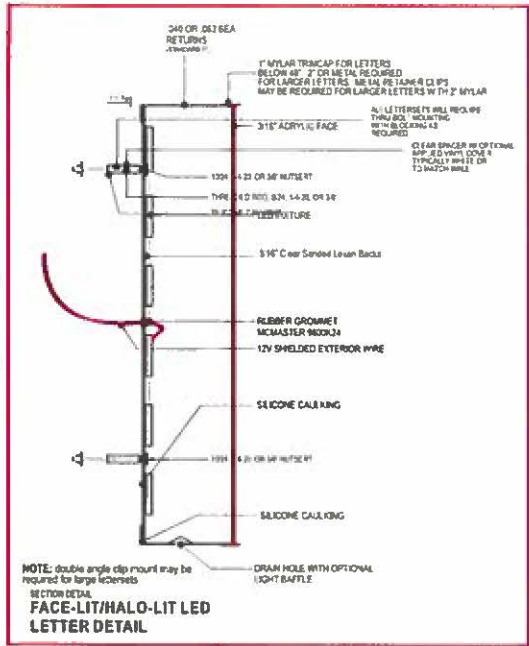
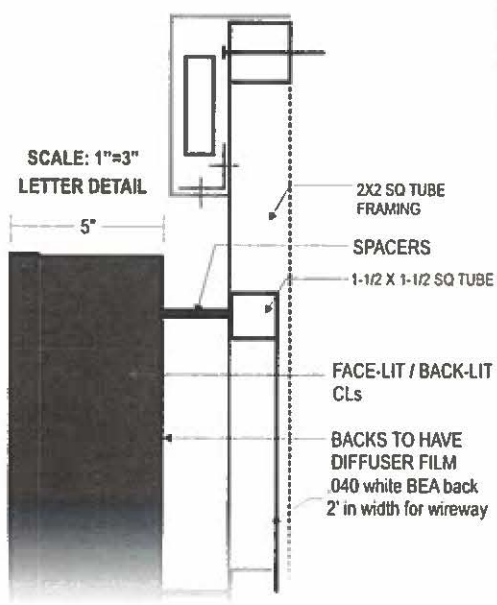
SCOPE OF WORK		Sign Area: 84 SQ. FT.	Job Name: Apex - HALF AXE	 <small>138 Crowley St., Hudson, MA 02021 (417) 582-2630 Fax (417) 582-7600 Toll Service 800-277-6874</small>
MANUFACTURE AND INSTALL (1) 7'-0" X 25'-0" WALL SIGN WITH ALUMINUM FACE AND FACE-LIT/BACK-LIT LED CHANNEL LETTERS INSTALLED ON THE SURFACE. POWER SUPPLIES TO BE SELF CONTAINED IN CABINET WITH ACCESS DOORS FOR SERVICING.			Location: Apex Drive Marlborough, MA 01752	
SEE SHEET 1.1 FOR MANUFACTURING SPECIFICATIONS.			Design Specifications Accepted By:	
			Drawn By: LP/AS Sales Rep: RB PM: HL Date: 10/30/17	
			PROJECT APPROVAL: Design: Date: Engineering: GN Date: 11-22 Estimating: Date: Sales: Date: Production: Date: Installation: Date:	© COPYRIGHT 2016 THE BARLO GROUP THIS DESIGN CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTIONS AND REPLICATIONS REQUIRES THE BARLO GROUP. THIS PRINT IS RESERVED FOR YOUR PERSONAL USE AND IS NOT TO BE REPRODUCED, COPIED, OR OTHERWISE USED IN ANY MANNER. File Name: APEX BUILDING HALF AXE 171003221 P B-17-10-03221 SHEET 1.0

JOB#: 13080

ITEM A - FACE-LIT/BACK-LIT LED CHANNEL LETTERS ON BACKER PAN
SCALE: 1/4"=1'-0"



SCALE: 1"=3"



*****ALL LEDS TO BE GE TETRA MAX*****
*****WHITE MODEL GEMX2471-W1*****

Job Name: Apex - HALF AXE		<p>130 Grand St. Franklin, MA 01752 (413) 552-2628 Fax (413) 552-7992 For Service: 800-221-6674</p>
Location: Apex Drive Marlborough, MA 01752		
Design Specifications Accepted By:	Drawn By: LP/IAS	
Client:	Sales Rep: RB	
Landlord:	PM: HL	Date: 10/30/17
PROJECT APPROVAL:		© COPYRIGHT 2016 THE BARLO GROUP
Design: Date:	THIS DESIGN CONCEPT IS THE PROPERTY OF THE BARLO GROUP. ALL PRODUCTIONS AND IMPLEMENTATIONS ARE RESERVED BY THE BARLO GROUP. THIS PROJECT IS DESIGNED FOR YOUR PERSONAL USE AND IS NOT TO BE USED WITHOUT YOUR ORGANIZATION'S CONSENT OR ANY REPRODUCTION.	
Engineering: GN Date: 11-22		
Estimating: Date:	Barlo Sign Systems, Inc.	
Sales: Date:	File Name: APEX BUILDING HALF AXE 171003221 P	
Production: Date:	B-17-10-03221	
Installation: Date:	SHEET 1.1	

PERAC

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

COMMONWEALTH OF MASSACHUSETTS | PUBLIC EMPLOYEE RETIREMENT ADMINISTRATION COMMISSION

PHILIP Y. BROWN, ESQ., *Chairman*

JOSEPH E. CONNARTON, *Executive Director*

Auditor SUZANNE M. BUMP | KATHLEEN M. FALLON | KATE FITZPATRICK | JAMES M. MACHADO | ROBERT B. MCCARTHY | JENNIFER F. SULLIVAN

MEMORANDUM

TO: Marlborough Retirement Board
 FROM: *Joseph E. Connarton*
 Joseph E. Connarton, Executive Director
 RE: Appropriation for Fiscal Year 2019
 DATE: December 6, 2017

Required Fiscal Year 2019 Appropriation: **\$8,422,567**

This Commission is hereby furnishing you with the amount to be appropriated for your retirement system for Fiscal Year 2019 which commences July 1, 2018.

Attached please find summary information based on the present funding schedule for your system and the portion of the Fiscal Year 2019 appropriation to be paid by each of the governmental units within your system.

The current schedule is due to be updated by Fiscal Year 2020.

The amounts shown in this letter reflect an assumed payment date of July 1. The Housing Authority typically makes its payments in October, November and December (on average, assumed November 15). The adjusted payment for the Housing Authority is \$100,450.

If you have any questions, please contact PERAC's Actuary, Jim Lamenzo, at (617) 666-4446 Extension 921.

JEC/jrl
 Attachments

cc: Office of the Mayor
 City Council
 c/o City Clerk

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Marlborough Retirement Board

Projected Appropriations

Fiscal Year 2019 - July 1, 2018 to June 30, 2019

Aggregate amount of appropriation: **\$8,422,567**

Fiscal Year	Estimated Cost of Benefits	Funding Schedule (Excluding ERI)	ERI	Total Appropriation	Pension Fund Allocation	Pension Reserve Fund Allocation	Transfer From PRF to PF
FY 2019	\$10,975,411	\$8,422,567	\$0	\$8,422,567	\$8,422,567	\$0	\$2,552,844
FY 2020	\$11,615,620	\$8,768,283	\$0	\$8,768,283	\$8,768,283	\$0	\$2,847,337
FY 2021	\$12,293,455	\$9,128,059	\$0	\$9,128,059	\$9,128,059	\$0	\$3,165,396
FY 2022	\$13,011,128	\$9,502,459	\$0	\$9,502,459	\$9,502,459	\$0	\$3,508,669
FY 2023	\$13,770,980	\$9,892,070	\$0	\$9,892,070	\$9,892,070	\$0	\$3,878,910

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.

For illustration, we have shown the amount to be transferred from the Pension Reserve Fund to the Pension Fund to meet the estimated Cost of Benefits for each year. If there are sufficient assets in the Pension Fund to meet the Cost of Benefits, this transfer is optional.

Marlborough Retirement Board
Appropriation by Governmental Unit

Fiscal Year 2019 - July 1, 2018 to June 30, 2019

Aggregate amount of appropriation: **\$8,422,567**

UNIT	Percent of Aggregate Amount	Funding Schedule (excluding ERI)	ERI	Total Appropriation
City of Marlborough	69.96%	\$5,892,428	\$0	\$5,892,428
School Department	28.88%	\$2,432,437	\$0	\$2,432,437
Housing & Community Devel. Authority	1.16%	\$97,702	\$0	\$97,702
UNIT TOTAL	100%	\$8,422,567	\$0	\$8,422,567

The Total Appropriation column shown above is in accordance with your current funding schedule and the scheduled payment date(s) in that schedule. Whenever payments are made after the scheduled date(s), the total appropriation should be revised to reflect interest at the rate assumed in the most recent actuarial valuation. Payments should be made before the end of the fiscal year.

MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752

1A

RECEIVED
 CITY CLERK'S OFFICE
 CITY OF MARLBOROUGH
 November 13, 2017
 2017 DEC -5 P 1:55

Call to Order

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Barbara Fenby, Colleen Hughes, Sean Fay, Brian DuPont and George LaVenture. Also in attendance were City Engineer, Thomas DiPersio, and Planning Board Administrator, Krista Holmi.

1. Meeting Minutes:**A. October 30, 2017**

On a motion by Ms. Hughes, seconded by Mr. Fay, the Board voted to approve the Planning Board meeting minutes of October 30, 2017. Mr. LaVenture abstained. Motion carried.

2. Chair's Business:

Chairperson Fenby acknowledged the participation of a Boy Scout troop in the evening's proceedings. As time allowed, Chairperson Fenby requested that Item 5, Engineer's Report, be moved up in the agenda.

5. Pending Subdivision Plans: Updates and Discussion**A. Engineer's Report**

Slocumb Lane – Attorney Beattie was present to update the Board. Roadway deeds will be updated reflecting transfer of ownership to the City; City Engineer DiPersio said that once complete, Engineering will prepare their report that work is complete and documents are in place for acceptance of the street.

Mauro Farm - Deeds for the open space parcels, roadways and their appurtenant municipal easements will be finalized. Engineering anticipates making its report that work is complete and documents are in place for street acceptances.

Goodale Estates – The City Engineer has communicated with the developer who has agreed to address outstanding pathway issues. The area will be cleaned up, trees trimmed and any displaced rocks will be set. Further compaction of the stone dust with a top dressing of wood chips was recommended to reduce any further erosion.

3. Approval Not Required:**A. 245 Stow Rd.**

The owner's representative was not in attendance; therefore, the ANR was not formally presented to the Board. On a motion by Ms. Hughes, seconded by Mr. Fay, the board voted to table the item. Motion carried.

B. 215 Simarano ANR -Stamski & McNary on behalf of Jeremiah 29, LLC

Matthew Watsky, Counsel for Jeremiah 29, LLC, was in attendance to present the plan. Attorney Watsky explained that the sole purpose of the ANR was to create a three-year "zoning freeze" for what the applicant believes is the as-of-right siting of the applicant's storage facility project. Ref: MGL CH 40A Section 6. No action taken.

4. Public Hearings:**A. Proposed Zoning Amendment – 650-59. C (11)****Powers and Procedures of Special Permit Granting Authorities**

Public Hearing Monday, November 13, 2017 – Proponent – City Solicitor Rider

Chairperson Fenby opened the hearing at 7:15 p.m. Ms. Hughes read the notice of public hearing into the record. Chairperson Fenby provided introductions and instructions to those in attendance. The hearing was conducted in the following stages: 1) Presentation 2) Those speaking in favor 3) Those speaking in opposition 4) Comments and questions from members.

Presentation:

Solicitor Rider (representing Council President Clancy) explained that for administrative convenience, this amendment enables Council to designate and authorize its President, or in his or her absence or incapacity, its Vice-President, to sign special permit extension agreements on behalf of the Council, without the necessity of a formal vote being taken at a regular Council meeting. This action would address times when there are gaps in the meeting calendar.

Speaking in Favor of the Amendment: Speaking in Opposition to the Amendment:

No person spoke in favor or in opposition to the amendment.

Chairperson Fenby declared that portion of the Public Hearing closed.

Questions and Comments:

Mr. Fay commented that with this amendment, the Council President could act alone without other councilors being aware of the extension. He asked whether there was any concern that we would be losing transparency associated with these extensions being administered "outside the public eye." Solicitor Rider did not feel that there was any concern as those actions could be easily shared through the Council office. Chairperson Fenby indicated that she would be opposed to the Planning Board operating in such fashion. Developers must face the Board to request extensions. Mr. LaVenture wondered how this amendment may affect the applicant's behavior? Could this amendment be used to a developer's advantage in some way? Are there any concerns about extensions beyond a legislative session? Solicitor Rider explained that Mass General Law dictates process at the end of a legislative session, and no action taken on the local level would supersede General Law.

Chairperson Fenby declared the Public Hearing closed. (7:30 p.m.)

5. Pending Subdivision Plans: Updates and Discussion (Continued)**B. Hager St. ANR and Definitive Plan**

There has been no further communication between the project representative, Peter Bemis, and the Board. The Board took the following action: On a motion by Mr. Fay, seconded by Ms. Hughes, the board voted to deny the definitive subdivision plan without prejudice. Motion Carried. Mr. Fay further motioned to deny all ten waiver requests associated with the definitive plan. The motion was seconded by Ms. Hughes. Motion carried. The Board requested that Solicitor Rider and Board Administrator Holmi prepare correspondence informing the applicant, his representative and the City Clerk of the Board's action.

C. Walker Brook – Snow Plowing Request

Ms. Hughes read the communication from Assistant City Engineer Collins into the record. On a motion by Mr. Fay, seconded by Mr. DuPont, the Board voted to accept and place on file. Motion carried.

The letter details the developer's request for the Department of Public Works (DPW) to conduct snow and ice removal for the 2017-2018 snow season on Allis and Bemis Road in the Walker Brook Estates; the letter also served as notification that pursuant to MGL Ch. 40 Section 6-C the streets were placed on a plowing list submitted to the City Council. (

6. Preliminary Subdivision Submittal**A. 215 Simarano Drive- Stamski and McNary, Engineer, on behalf of Jeremiah 29, LLC**

Matthew Watsky, Council for Jeremiah 29, LLC, was there to represent the plan. Attorney Watsky explained that the sole purpose of the Preliminary Plan was to create an eight-year "zoning freeze" for what the applicant believes is the as-of-right siting of the applicant's storage facility. Ref: MGL CH 40A Section 6. Mr. Watsky indicated that the plan was filed as part of the "belt and suspenders" approach along with the earlier ANR plan for the same site and that the zone freeze applies to the parcel(s) and not the plan. Mr. Watsky explained that the owner intends to develop the storage facility that was presented earlier to the Site Plan Committee.

On a motion by Ms. Hughes, seconded by Mr. Fay, the Board voted to accept the application and place on file. Motion carried. On a motion by Ms. Hughes, seconded by Mr. LaVenture, the Board voted to refer the matter to the Legal Department for review. Motion carried.

7. Definitive Subdivision Submission: (None)

8. Signs: (None)

9. Unfinished Business:

A. Proposed Zoning Map Amendment, Section 650-8- Retirement Community Overlay District

The Board continued their discussion of the merits and potential issues with the overlay district. Ms. Hughes commented that absent the advice from a planner, she feels that the airport parcel is not a bad location for a retirement community. Mr. Fay concurred that there could be other plans with negative impacts to the City, and this plan appears to be an appropriate use. He feels, however, that there should be more of a "neighborhood" approach to the district, and not specific to one developer's project. Mr. Fay would like other surrounding parcels (Trombettas, Wayside and the mobile home park) included in the overlay district. Mr. DuPont feels that he could not make an affirmative vote on the amendment since he has been consistent in his feeling that the siting, as well as determination of current and future needs for housing, should be guided by a community-based development plan, not a specific developer's project. Chairperson Fenby expressed that any retirement community should include design elements geared toward seniors. 55+ developments, even in so-called active senior housing projects, should include grab bars and first-floor services.

On a motion by Mr. Fay, seconded by Ms. Hughes, the Board voted to make a favorable recommendation regarding the Retirement Community Overlay District with the following conditions:

- 1) The Board recommends that units include senior design amenities.
- 2) The Board recommends that the developer provide affordable housing units in the development and not be allowed to provide payment in lieu of affordable units.
- 3) The Board recommends extending the Retirement District to abutting parcels including Trombetta's, Wayside and the mobile home park.
- 4) The Board recommends acquiring the easements necessary to provide vital nature trail linkages.
- 5) The Board recommends the creation of a comprehensive master plan to guide future development and further recommends the hiring of a City Planner to provide oversight.

10. Informal Discussion:

A. Hancock Associates – Roosevelt St. ANR Discussion

Present for the discussion were Dan Bremser from Hancock Associates and Joe Moreira, Council for the potential buyer. Mr. Bremser discussed a proposed ANR plan at the end of Roosevelt St. in Marlborough. Roosevelt is a public way and the proposed lots have adequate frontage. Since Roosevelt is a dead-end street, the engineering firm wished to discuss the question of vital access to the two new proposed homes. They wanted to make certain that the City was comfortable with the plan and determine whether the City would impose additional design requirements such as a temporary turnaround or a full cul-de-sac. Hancock noted that if a full cul-de-sac was required by the City, they would be unable to meet lot shape requirements. The Board suggested that Mr. Bremer contact the fire department to determine whether they were comfortable with the plan and to incorporate their feedback into any future submitted plan.

11. Correspondence: (None)

12. Public Notices of other Cities and Towns:

On a motion made by Ms. Hughes, seconded by Mr. Fay, item 12 accepted and placed on file. Motion carried.

Adjournment: On a motion made by Mr. LaVenture, seconded by Mr. DuPont, it was voted to adjourn at 8:55 pm. Motion carried.

/kih

Respectfully submitted,



Colleen Hughes
Clerk

**MINUTES
MARLBOROUGH PLANNING BOARD
MARLBOROUGH, MA 01752**

RECEIVED 1A
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

November 27, 2017

2017 DEC -5 P 1:56

Call to Order

The Meeting of the Marlborough Planning Board was called to order at 7:00 pm in Memorial Hall, 3rd Floor City Hall, 140 Main Street, Marlborough, MA. Members present: Barbara Fenby, Sean Fay, Phillip Hodge, Brian DuPont and George LaVenture. Also in attendance were City Solicitor, Don Rider, City Engineer, Thomas DiPersio, and Planning Board Administrator, Krista Holmi.

1. Meeting Minutes:

A. November 13, 2017

On a motion by Mr. Fay, seconded by Mr. LaVenture, the Board voted to approve the Planning Board meeting minutes of November 13, 2017. Motion carried.

2. Chair's Business: (None)

3. Approval Not Required:

A. 159 Stevens Street

Bruce Saluk of Bruce Saluk and Associates, Inc. was in attendance to present the plan. Mr. Saluk described the 24+ acre parcel on Stevens St. shown as Assessor's Map 44 Parcel 42 and recorded in the South Middlesex Registry of Deeds Book 9742 Page 362. Mr. Saluk indicated that the purpose of the ANR is to create a house lot zoned A3 around the existing house, leaving 23+- acres of remaining land. Chairperson Fenby noted that there is a "for sale" sign on Stevens Street around the property and asked whether there was a plan for the other parcel. Mr. Saluk confirmed that the remaining land is for sale. Mr. DiPersio indicated that a potential buyer met with Engineering to discuss the characteristics of the property. On a motion by Mr. Fay and seconded by Mr. DuPont, the Board voted to refer the ANR plan to Engineering. Motion carried.

B. 245 Stow Rd.

The owner's representative, Robert Parente, was in attendance to present the plan. The purpose of the ANR is to change the lot lines dividing the existing parcels described in the South Middlesex Registry of Deeds Book 26885 Page 475. The owner intends to sell the newly configured adjacent lot. On a motion by Mr. Fay and seconded by Mr. DuPont, the Board voted to refer the ANR plan to Engineering. Motion carried.

C. 215 Simarano - Stamski & McNary on behalf of Jeremiah 29, LLC

On a Motion by Mr. Fay and seconded by Mr. DuPont, the Board voted to refer the ANR plan to Engineering. Motion carried.

4. Public Hearings: (None)

5. Pending Subdivision Plans: Updates and Discussion

A. Engineer's Report

Howes Landing – City Engineer DiPersio noted the subdivision's approaching expiration date of December 1, 2017. The developer has been notified, yet we have not received an extension request. Mr. DiPersio indicates continued work on the subdivision, so he anticipates completion without the need for the City to pull the bond. Engineering will monitor progress. The City Engineer recommends that the Board vote to extend the subdivision expiration date until the December 18 Planning Board meeting to enable a review of blight, taxes and bond status. On a motion by Mr. Fay, seconded by Mr. LaVenture, the Board voted to extend the subdivision expiration date until December 18, 2017, and to request the following: 1) a new completion schedule 2) confirmation that the site is free of blight 3) verification of tax status and 4) confirmation of bond continuation.

B. Commonwealth Heights Extension Expiration

The Planning Board Administrator indicated that Scott Weiss, Vice President of Development for The Gutierrez Company, sent an email to the Planning Board that arrived after the deadline for the November 27 meeting agenda. The email indicated that The Gutierrez Company would not pursue another extension of the subdivision approval. He further indicated his understanding that if The Gutierrez Company elects to proceed with a subdivision in the future, they will file for a new approval. On a motion by Mr. LaVenture, seconded by Mr. DuPont, the Board voted to send a letter to the developer acknowledging the expiration of the subdivision approval. Motion carried.

6. Preliminary Subdivision Submission: (None)

7. Definitive Subdivision Submission: (None)

8. Signs: (None)

9. Unfinished Business: (None)

10. Informal Discussion: (None)

11. Correspondence: (None)

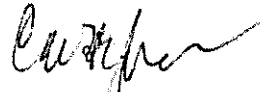
12. Public Notices of other Cities and Towns:

On a motion made by Mr. LaVenture, seconded by Mr. DuPont, item 12 was accepted and placed on file. Motion carried.

Adjournment: On a motion made by Mr. LaVenture, seconded by Mr. DuPont, it was voted to adjourn at 7:21 p.m. Motion carried.

/kih

Respectfully submitted,



Colleen Hughes
Clerk

SBC MEETING NOTES



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CITY OF MARLBOROUGH

PROJECT TITLE: RICHER ELEMENTARY SCHOOL

2017 DEC 6 A 11:40
SBC Project Meeting # 05-6

Meeting Date:	August 30, 2017	SBC Project Meeting # 05-6
Prepared by:	Tieshia Walton – Daedalus Projects Inc	

Attendees:	Affiliation
Arthur Vigeant	Mayor, City of Marlborough/SBC Chair
Nicholas Milano	City of Marlborough
John J. Ghiloni	School Building Committee Member/ Commissioner of Public Works
Katie Robey	School Building Committee Member/ City Councilor
Douglas Scott	School Building Committee Member/ Building Commissioner, City of Marlborough
Jim Fortin	School Building Committee Member
Denise Ryan	School Building Committee Member
Patrick Mauro	School Building Committee Member
Brian Dupont	School Building Committee Member/Planning Board
Maureen Greulich	Superintendent, Marlborough Public Schools
Michael Bergeron	Marlborough Public Schools
Thomas Gatzunis	Daedalus Projects, Inc. (DPI)
Tieshia Walton	Daedalus Projects, Inc. (DPI)
Peter Caruso	Lamoureux Pagano & Associates (LPA)
Michael Pagano	Lamoureux Pagano & Associates (LPA)
Paul Cacciola	Lamoureux Pagano & Associates (LPA)

Item	Description: New Business	RESP/STATUS
5.01	<p>SBC MEETING:</p> <ul style="list-style-type: none"> • Thomas Gatzunis gave an overview of where we are after all analysis was done by LPA and their consultants • The attached presentation summarizes the process and conclusion of the Preliminary and Final Evaluation of Alternatives and why new construction of a fourth elementary school, grades K-5, 610 students to be built on the High School site was chosen as the preferred option. • During the Schematic Design Phase, the programming is more detailed and cost estimates are done. At the end of this phase, the reimbursement rate can be more accurately predicted. • Local authorization is needed to obtain funding within 120 days of the Schematic Design approval by MSBA. • Between now and the Schematic Design submittal there will be a Facilities Assessment Subcommittee Meeting at the MSBA where the project team will be asked to present information about the project in advance of the Board meeting at which the project vote will occur. Nick Milano noted it was a public meeting and the School Building Committee members may attend. The date is still to be finalized, but is either 9/20 or 10/4. • There was a School Committee Meeting on 8/29/2017. The preferred option and Feasibility Study to date were detailed and the meeting overall went well and the project team took questions from the School Committee members. • A traffic study will be performed. There was a traffic study done for an assisted living facility near to the project site and the report will be forward to LPA. • LPA believes 24 months is sufficient time for construction. • There is a parking lot for 100 cars that is approximately 200 feet from the school and drop-off/pick-up 	<p>DISTRICT/CITY /DAEDALUS/LPA</p>

- There is some visitor parking that is closer to the building.
- The gym and the cafeteria can be used after hours, with no access to the academic areas.
- The Committee discussed whether this school is capable of handling more students in the future. Superintendent Greulich stated that some SPED classrooms could be converted to regular classrooms in the event of increased student population. Mike Bergeron stated that in the event of increased grade population, the increase would be distributed throughout the District and not just at the new school. The Committee discussed the need for redistricting if a fourth school is built. Mayor Vigeant said district lines would be redrawn with potential student populations in mind.
- The committee discussed available toilet facilities. LPA will review further.
- Brian DuPont questioned all the “nooks and crannies” around the exterior of the building- could be a security concern. Nick responded that there will be exterior cameras around the building and LPA and the City already had meetings with Marlborough Police, Fire, and Public Facilities to discuss security concerns and cameras. More meetings will be held in the future as work on the design moves forward.
- Since the facility will have a large special education program, the building is being designed as fully air-conditioned.
- City Councilor Katie Robey stated that one or two members of the City Council want to discuss the site selection process in more detail. Mayor Vigeant responded that he and the project team would be presenting to City Council on September 11 to answer any questions and provide a thorough update on the study to date.
- The construction budget is estimated to be \$55.8 million, with the total project budget estimated to be \$67.5 million.
- Motion made by John Ghiloni to approve the Preferred Schematic Report (PSR) and submit it to the MSBA seconded by Patrick Mauro. Motion passed by roll call vote 7—0 with two abstentions.

Yeas:

Arthur Vigeant
 John J. Ghiloni
 Jim Fortin
 Denise Ryan
 Patrick Mauro
 Maureen Greulich
 Michael Bergeron

Abstain:

Katie Robey
 Brian Dupont

- Motion made by John Ghiloni to approve the meeting minutes from 5/16/2017 seconded by Mayor Arthur Vigeant. Motion passed unanimously with one abstention.

Yeas:

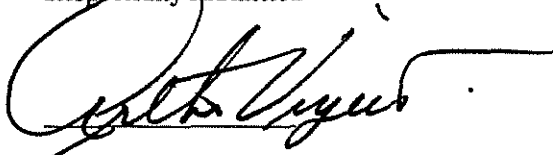
Mayor Vigeant
 John Ghiloni
 Katie Robey
 Jim Fortin
 Denise Ryan
 Patrick Mauro
 Superintendent Greulich
 Michael Bergeron

Abstain:

Brian Dupont

	<p>Motion made by John Ghiloni to approve the meeting minutes from 6/6/2017 seconded by Mayor Arthur Vigeant. Motion passed unanimously with one abstention.</p> <ul style="list-style-type: none"> • Yeas: <ul style="list-style-type: none"> Mayor Vigeant John Ghiloni Katie Robey Jim Fortin Denise Ryan Patrick Mauro Superintendent Greulich Michael Bergeron Abstain: <ul style="list-style-type: none"> Brian Dupont <p>Adjournment</p> <ul style="list-style-type: none"> • Motion made by Chairman Vigeant to end the meeting seconded by John Ghiloni at 5:15 p.m. Motion passed unanimously. 	
5.02	<p>ATTACHMENTS: SBC Presentation attached for reference.</p>	RECORD

Respectfully submitted



Mayor Arthur G. Vigeant
Chair

SBC MEETING NOTES**DAEDALUS**RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH**PROJECT TITLE: RICHER ELEMENTARY SCHOOL**

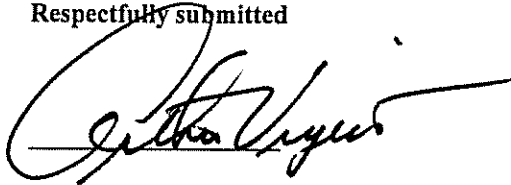
Meeting Date:	October 12, 2017, 4 pm, Marlborough City Hall	SBC Project Meeting # 2017-016 - 6 A 11:40
Prepared by:	Nicholas Milano, City of Marlborough	

<u>Attendees:</u>	<u>Affiliation</u>
Arthur Vigeant	Mayor, City of Marlborough/SBC Chair
Nicholas Milano	City of Marlborough
John J. Ghiloni	School Building Committee Member/ Commissioner of Public Works
Jim Fortin	School Building Committee Member
Denise Ryan	School Committee Member (arrived at 4:15)
Joseph Trolla	School Building Committee Member
Maureen Greulich	Superintendent, Marlborough Public Schools
Michael Bergeron	Marlborough Public Schools
Thomas Gatzunis	Daedalus Projects, Inc. (DPI)

<u>Item</u>	<u>Description: New Business</u>	<u>RESP/STATUS</u>
6.01	Meeting Minutes – no action taken	RECORD
6.02	<p>Model School Program</p> <ul style="list-style-type: none"> • Milano described the Model School Program as administered by the MSBA • Mayor Vigeant indicated an interest in exploring the model school program if there were any potential cost savings, acknowledging two of the models were more than the two-story building that had been studied by LPA • Councilor Robey asked about visiting the schools before making a decision. The committee noted that the MSBA needed a vote by Friday, October 13 • Chief Fortin asked about visiting some of the model schools before interviewing architects – members of the committee will try to visit the model schools. • Superintendent Greulich noted that she visited the Norfolk model school on Columbus Day • Chief Fortin asked if the two-story design work for the educational program. Gatzunis responded that during the interviews, the architects will have to present and provide info about how the school design fits the educational program. • Chief Fortin asked about any potential ways to cut costs on the LPA design • The motion was read as drafted by MSBA: <i>to approve and authorize the District to request that the MSBA approve the District to send an invitation to Lamoureux Pagano & Associates, Inc., the designer of the City's preferred solution and the following model school designers:</i> <ul style="list-style-type: none"> • <i>SMMA for the building design of the Andover, Bancroft Elementary School;</i> • <i>DiNisco Design Partnership for the building design of the Lexington, Estabrook Elementary School;</i> • <i>Flansburgh Architects for the building design of Norfolk, Freeman-Kennedy Elementary School; and</i> 	DISTRICT/CITY

	<ul style="list-style-type: none"> • <i>Mount Vernon Group Architects for the building design of the New Bedford, Lincoln Elementary School.</i> • Motion made by John Ghiloni and seconded by Mayor Vigeant. Mayor Vigeant asked if there was any discussion • School Committee Member Denise Ryan arrived at the meeting and asked what models the committee was looking at. Mayor Vigeant answered that all four were being explored for now • There was no further discussion • The motion was approved unanimously 	
3.05	<p>ADJOURNMENT:</p> <ul style="list-style-type: none"> • Motion made by Councilor Robey to adjourn the meeting seconded by Mayor Vigeant. Motion passed unanimously. The meeting adjourned at 4:16 pm 	RECORD

Respectfully submitted



Mayor Arthur G. Vigeant
Chair

**City of Marlborough
License Board**

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2017 DEC -8 A 10: 48

Minutes of the License Board Regular Meeting Held Wednesday, October 25, 2017
at 7:30 pm, City Hall, 1st floor, Council Committee Room.

Attending: Walter Bonin (WB), Chairman; Gregory Mitrakas (GM); David Bouvier (DB)
Member; Tina Nolin, Clerk

Meeting called to order by Walter Bonin, Chairman at 7:30 PM

New Business

1. ONE DAY PERMITS

- **Fox Ballroom Dancing School (1 Permits)** Member Mitrakas motioned for approval, Member Bouvier seconded; Board vote: 3-0 approved
- **Masonic Hall / Stevie's Eatery (1 Permit)** Member Mitrakas motioned for approval, Member Bouvier seconded; Board vote: 3-0 approved
- **Marlborough Police Association (1 Permit)** Member Mitrakas motioned for approval, Member Bouvier seconded; Board vote: 3-0 approved
- **Council on Aging (12 Permits)** Member Mitrakas motioned for approval, Member Bouvier seconded; Board vote: 3-0 approved

2. Common Victualler Application – 293 Boston Post Road Café - 293 Boston Post Road E
Member Mitrakas motioned to table until applicant was present, Member Bouvier seconded; Board vote to table: 3-0 approved

3. Common Victualler (non-alcohol) Application – SYO Japan – 416 Boston Post Road E, #1
Member Mitrakas motioned for approval, Member Bouvier seconded; Board vote: 3-0 approved

4. Common Victualler (non-alcohol) and Entertainment (TV/Radio) Application – Mama Rosa's - 505 Boston Post Road W
Member Mitrakas motioned to table until applicant was present, Member Bouvier seconded; Board vote to table: 3-0 approved

5. Common Victualler (non-alcohol) and Entertainment (TV/Radio/vocals) Application – Thairiffic – 126-128 Main St.
Owner Paul Tran presented application – performance entertainment (vocals) would be guitar and singing.
Member Mitrakas motioned for approval, Member Bouvier seconded; Board vote: 3-0 approved

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- 6. Application for All Alcohol License - Qdoba Marlborough (180 Boston Post Rd W)**
Continuation of September meeting in which the Board had requested clearer floor plan to better see the layout and service areas and see the flow of service – both food and alcohol, copy of the menu and so that the Board members could go to a location and see how the service area was laid out etc. Elizabeth Amaral, manager presented.

Member Mitrakas appreciated the 1 beer only and only inside the establishment. However, he expressed concern with placing liquor licenses in fast-casual style restaurants. It is not the type of establishment families and couples look to spend an evening and linger over a meal – it's a slippery slope and not the traditional licensed restaurant.

Both Chairman Bonin and Bouvier were for approving as long as it was on the premise, inside the establishment only not on the patio, only 1 drink per meal order. No refills. Chairman Bonin mentioned the large investment on the property and its location in the Apex center as reasons for offering the benefit of the doubt, but if problems arose the licensed could be revoked.

Member Bouvier motioned for approval of the license application Chairman Bonin seconded the motion, Board vote: 2-1 for approval of application. Chairman Bonin: yes, Member Mitrakas: No, Member Bouvier: yes.

- 7. Application for new Wines, Malts and Cordials License – Pruller Restaurant (514 Lincoln St)** Erich Pruller presented
Public meeting opened at 7:46 PM
No public positives or opposition/concerns were voiced from the floor – public hearing closed at 8:00 PM
Member Bouvier motioned for approval, Member Mitrakas seconded; Board vote: 3-0 approved.

- 8. New Class II Dealership Application – Sales Approach Inc. 30 Sheffield Terrace**
Jeff Simon presented
This would be a home office only with all business being conducted online and no cars at location at any time, no customers dropping by. Chairman Bonin reminded applicant that there needs to be a separate entrance and a sign designating that entrance and with access for police and registry if ever needed. Applicant responded that would be done.

Member Mitrakas motioned for approval, Member Bouvier seconded; Board vote: 3-0 approved

- 9. Informational Meeting regarding Beer & Wine License – Lake Williams Pizza (270 W. Main St)** Evelyn Lima presented along with Beatriz Desiqueira
Lake Williams is a Pizzeria and they are looking to upgrade and have a more bistro flair and are interested in offering wine to patrons with their meals, food will remain their primary concern and offering. If they get a license they will be updating their menu as well to go along with wine pairings and up-scale fare.

Board recommended they put in a formal application.

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10. Informational Meeting regarding Off-Premise Beer & Wine License – Kennedy's Market, 247 Maple Street

Michael Kennedy presented how the license would be used by the market to increase traffic both to the store as well as the local area at that side of town.

Board recommended that he submit a formal application to be reviewed at the next meeting.

11. Reports from the Chairman

S Grinell and Bahama Motors / OS-CARS dispute over a repair.

Decided that next step was to have Bahama Motors come before the Board next month.

Farmer's Series Licenses – discussion of the various licenses in this category and how they worked

12. Review minutes –

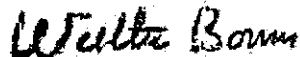
- September 30, 2017 Meeting
- October 5, 2017 special meeting

Member Mitrakas motioned to accept both sets of meeting minutes and place on file, Member Bouvier seconded, Vote: 3 – 0 to accept both sets of minutes and place on file.

Member Bouvier motioned to adjourn 9:40 PM, seconded by Member Mitrakas, Board vote: 3-0 to adjourn.

The next meeting of the License Board is Wednesday, November 29, 2017.

Respectfully submitted,



Walter Bonin, Chairman