

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 DEC 15 P 2:33

1. Minutes, City Council Meeting, December 5, 2016.
2. PUBLIC HEARING On the Proposed Zoning Amendment to Chapters 650-56 & 650-59, Order No. 16-1006734.
3. Communication from the Mayor re: Fire Department transfer request in the amount of \$200,000.00 which moves funds from and to various accounts as noted on the attached spreadsheet to continue funding overtime costs.
4. Communication from the Mayor re: Police Department transfer request in the amount of \$192,300.00 which moves funds from and to various accounts as noted on the attached spreadsheet to continue funding overtime costs.
5. Communication from the Mayor re: Assabet Valley Property Acquisition which includes a transfer request in the amount of \$1,600.00 which moves funds from Stabilization-Open Space to Open Space Acquisition for the purpose of depositing funds on any negotiated purchase and sale.
6. Communication from the Mayor re: Revised Salary Ordinance pertinent to nonunion positions, Order No. 16-1006718.
7. Communication from the Mayor re: Revised Order to Approve Unique Acquisition & to Authorize Negotiation and Entering into Purchase & Sales Agreement, Order No. 16-1006760.
8. Communication from the Mayor re: Order to Accept Deed from Marlborough Community Development Authority for Land at the Public Library; Transfer the Use of a Portion of the City-Owned Land on Bolton St. to a Different Use; and Grant of Easement to the Marlborough Community Development Authority.
9. Communication from Councilor Ossing re: Revised Aggregation Plan.
10. Communication from Assistant City Solicitor Panagore Griffin re: Zoning Ordinance Amendment, Marlborough Village District, in proper legal form, Order No. 16-1006667C.
11. Communication from Assistant City Solicitor Panagore Griffin re: Special Permit for a Car Wash in the Hospitality and Recreation Mixed Use Overlay District (HRMUOD) in proper legal form, Order No. 16-1006634C.
12. Communication from Assistant City Solicitor Panagore Griffin re: Special Permit for a Car Wash in Zone B of the Water Supply Protection District, in proper legal form, Order No. 16-1006635B.
13. Communication from Assabet Valley Regional Technical High School, Superintendent-Director Houde re: Assabet Valley Acquisition of property located on Fitchburg St.
14. Minutes, License Board, October 26, 2016.
15. Minutes, Library Board of Trustees, November 1, 2016.
16. Minutes, Cultural Council, November 28, 2016.
17. Minutes, Board of Health, November 1, 2016.
18. CLAIMS:
  - a. Anthony Annese, 111 West Hill Rd., other property damage.

#### REPORTS OF COMMITTEES:

**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 Urban Affairs Committee

19. **Order No. 16-1006667C - Petition on behalf of Cameron Realty Trust, 28 South Bolton Street regarding the Proposed Zoning Ordinance Amendment within the Marlborough Village District, Section 650-34 and Table of Lot Area, Yards and Heights of Structures, 650-41.** The Urban Affairs Committee met with Attorney Arthur Bergeron, representative of Cameron Realty Trust, for a discussion of a proposed zoning ordinance amendment within the Marlborough Village District by allowing a zero-foot setback by right along Main Street and the eastern side of South Bolton Street between Main Street and Granger Boulevard, and the northern side of Granger Boulevard between South Bolton Street and Main Street. Cameron Realty Trust would then have the ability to submit a project by right to the City Council under the amended zoning where City Council conducts site plan review for projects within the Marlborough Village District. Chairman Delano also noted a scrivener's error in footnote three of Section 650-41, Table of Lot Area, Yards and Height of Structures which did not affect the proposed zoning amendment and was corrected for the record. The Urban Affairs Committee will request a suspension of the rules on December 5, 2016 to forward the zoning amendment to the City Solicitor to be placed in proper legal form (for the December 19, 2016 agenda) for a final vote. **Motion made by Councilor Elder, seconded by Chair, to approve the zoning amendment, as amended. The motion carried 4-0 (Councilor Juare absent).**
  
20. **Order No. 16-1006634C - Application for Special Permit from Ryan Development LLC on behalf of Apex WR 1031 LLC and Walker Realty LLC for Proposed Car Wash, specifically to allow for the use of a car wash at Apex Center in the Hospitality and Recreation Mixed Use Overlay District, 22 Apex Drive.** The Urban Affairs Committee met with Robert Walker of Walker Realty for a discussion of a proposed car wash located at 22 Apex Drive within the Hospitality and Recreation Mixed Use Overlay District. The primary discussion centered upon the hours of operation for the car wash as several Councilors could not support this application with twenty-four-hour operation. The committee agreed to support the special permit application with recommended hours of operation from 6:00 AM to 12:00 Midnight, seven days per week, with the provision that the applicant, notwithstanding these hours of operation, may request to extend the hours of operation after the passage of one year after the issuance of the final occupancy permit for the operation of the car wash. (Councilor Landers was opposed to the restriction.) The Site Plan Review Committee Memorandum, dated October 25, 2016, listed the reason for the Carwash Equipment Monitoring Report as "The purpose of said report shall be to demonstrate that the nature of the effluent discharged to the Marlborough sewer system is acceptable." The Committee recommended that this language be added to condition seven (7) of the applicant's draft decision for clarity. **Motion made by Councilor Elder, seconded by Chair, to approve as amended. The motion carried 4-0 (Tunnera absent).**

21. **Order No. 16-1006635B - Application for Special Permit from Ryan Development LLC on behalf of Apex WR 1031 LLC and Walker Realty LLC for Proposed Car Wash, specifically to allow for a car wash in Zone B of Water Supply Protection District, 22 Apex Drive.** The Urban Affairs Committee met with Robert Walker of Walker Realty for a discussion of a proposed car wash located at 22 Apex Drive within Zone B of the Water Supply Protection District. Conservation Officer Priscilla Ryder confirmed that the applicant has incorporated the conditions that she and City Engineer DiPersio recommended. The applicant was not required to meet with the Conservation Commission because the car wash is outside the one-hundred-foot buffer zone. The project was reviewed by the Site Plan Review Committee because of its location within the Water Supply Protection District. Mr. Walker had no objection to the revised conditions in the Special Permit. Two changes were made to the conditions, the first being "11. Water Use – Well, b." shall include City Engineer as in receipt of the well report; and the second change occurred in "11. Water Use – Well, d." where a typographical error of "works" was changed to "employees" with additional language for clarity. **Motion made by Councilor Elder, seconded by Chair, to approve as amended. The motion carried 3-1 (Juaire opposed; Tunnera absent).**

## UNFINISHED BUSINESS:

22. **Order No. 16-1006458 - Proposed Ordinance to Chapter 485, Reporting Obligations after a Devastating Event. ITEM WAS TABLED UNTIL THE DECEMBER 19, 2016 MEETING AS THE TEN DAY PERIOD WOULD NOT HAVE BEEN SATISFIED FOLLOWING THE ADVERTISEMENT DATE OF NOVEMBER 26, 2016.**



**CITY OF MARLBOROUGH  
OFFICE OF CITY CLERK**

**Lisa M. Thomas  
140 Main St.  
Marlborough, MA 01752  
(508) 460-3775 FAX (508) 460-3723**

**DECEMBER 5, 2016**

Regular meeting of the City Council held on Monday, DECEMBER 5, 2016 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 9:20 PM.

**ORDERED:** That the Minutes of the City Council meeting November 28, 2016, **FILE;** adopted.

**ORDERED:** That the **PUBLIC HEARING** On the Application for Special Permit from Attorney Cipriano, on behalf of Tigercat Properties LLC, to construct a multifamily dwelling at 478 Lincoln St., Order No. 16-1006735, all were heard who wish to be heard, hearing recessed at 8:20 PM.

**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 on Monday, DECEMBER 05, 2016 at 8:00 p.m. in Council Chambers, 2<sup>nd</sup> Floor, City Hall, 140 Main Street, Marlborough, MA to determine the percentage of the local tax levy to be borne by each class of property for Fiscal Year 2017. 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 p.m.

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

**ORDERED:** That the transfer of \$39,200.00 (thirty-nine thousand, two hundred dollars) from Sales of Graves to Offset the FY2017 Tax Levy, **APPROVED;** adopted.

**FROM:**

Acct. # 27000-33020  
Sale of Graves

\$39,200.00

**TO:**

To Offset 2017 Tax Levy

\$39,200.00

ORDERED: That the transfer of \$914,458.82 (nine hundred fourteen thousand, four hundred fifty-eight dollars and eighty-two cents) from Aquifer Protection to Offset the FY2017 Tax Levy, **APPROVED**; adopted.

FROM:

Acct. # 61000-31200	\$914,458.82
Aquifer Protection	

TO:

To Offset 2017 Tax Levy	\$914,458.82
-------------------------	--------------

ORDERED: That the transfer of \$387,914.27 (three hundred eighty-seven thousand, nine hundred fourteen dollars and twenty-seven) from Overlay Reserve to Offset the FY2017 Tax Levy, **APPROVED**; adopted.

FROM:

Acct. # 10000-32200	\$387,914.27
Overlay Reserve	

TO:

To Offset 2017 Tax Levy	\$387,914.27
-------------------------	--------------

ORDERED: That the residential factor of 0.811856 which results in a CIP shift factor of 1.40 and produces, based upon the Fiscal Year 2017 Tax Levy, a residential tax rate of \$15.32 and a commercial tax rate of \$26.41, **APPROVED**; adopted.

ORDERED: Pursuant to MGL c. 30B, § 16(e)(2), the City Council of the City of Marlborough hereby determines that advertising for the proposed purchase of one or more of four (4) parcels of land will not benefit the City's interest because of the unique qualities and location of the properties as hereinafter defined:

The parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 224, containing 0.289 acres or 12,588.84 S.F., more or less, located at 49 West Main Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 31600, Page 517. The person having a beneficial interest in this parcel is Lawrence R. Nourse;

The parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 245 containing 0.1997 acres or 8,698.93 S.F., more or less, located at 29 Witherbee Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 47304, Page 279. The persons having a beneficial interest in this parcel are Roy E. Hanson and Eileen Maguire;

The parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 256 containing 0.1169 acres or 5,092.16 S.F., more or less, located at 24 Gay Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 64881, Page 116. The persons having a beneficial interest in this parcel are Dalvan Ferreira Dos Santos and Sinara Teresinha Klipp; and

The parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 255 containing 0.1563 acres or 6,808.43 S.F., more or less, located at 30 Gay Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 67384, Page 457. The person having a beneficial interest in this parcel is Alex Hernandes.

The above-identified parcels satisfy the requirements of said M.G.L. c. 30B, § 16(e)(2), because:

(i) the parcels are uniquely situated because they are located within close proximity to the existing Marlborough Public Library which does not currently have sufficient parking to meet the requirements of the Board of Library Commissioners in relation to the proposed renovation and addition project; (ii) the only way to increase the amount of parking is to purchase parcels uniquely located either adjacent to, or within close proximity of, the Marlborough Public Library; and (iii) the proposed acquisition of these parcels will increase parking for access to, and increased usage of, the Marlborough Public Library.

It is further ordered that the Mayor is authorized to negotiate and enter into individual purchase and sales agreements for each of the above-identified parcels subject to the following conditions: (i) that, in accordance with M.G.L. c. 43, § 30, the purchase price of any parcel shall not exceed 25% of the average assessed value of the parcel during the previous three years; (ii) that the City's performance under any purchase and sales agreement will be contingent upon a favorable vote of the City Council authorizing the City to acquire the parcel for the amount stated in the purchase and sales agreement; and (iii) that the City's performance under any purchase and sales agreement will be contingent upon a favorable vote of the City Council authorizing the appropriation of sufficient funds for the purchase of the parcel. As of this date, the average assessed value of each of the above-described parcels during the previous three years is as follows:

49 West Main Street (Map 69 Parcel 224) = \$303,266.66  
29 Witherbee Street (Map 69 Parcel 245) = \$206,600.00  
24 Gay Street (Map 69 Parcel 256) = \$223,133.33  
30 Gay Street (Map 69 Parcel 255) = \$227,266.66

Refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the City of Marlborough accepts Section 53F ¾ of Chapter 44 of the Massachusetts General Laws, as amended, as follows:

Notwithstanding section 53 or any other general or special law to the contrary, a municipality that accepts this section may establish in the treasury a separate revenue account to be known as the PEG Access and Cable Related Fund, into which may be deposited funds received in connection with a franchise agreement between a cable operator and the municipality. Monies in the fund shall only be appropriated for cable-related purposes consistent with the franchise agreement, including, but not limited to: (i) support of public, educational or governmental access cable television services; (ii) monitor compliance of the cable operator with the franchise agreement; or (iii) prepare for renewal of the franchise license.

And further, that said PEG Access and Cable Related Fund shall begin operation in the fiscal year which begins on July 1, 2017.

Refer to **FINANCE COMMITTEE**.

**Councilor Ossing filed a disclosure statement.**

ORDERED: Be it ordained by the City Council of the City of Marlborough that Order No. 92-4412, adopted on February 24, 1992, which established the Watershed Protection and Acquisition Fund, is hereby repealed, refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the Communication from City Solicitor, Donald Rider re: Application for Special Permit from Crabtree Lake Williams, LLC, to modify Conditions #20, #36, #38 & #39, in proper legal form, Order No. 16-1006638B, **FILE & MOVE TO ITEM 18**; adopted.

ORDERED: That the Communication from the Planning Board re: Favorable Recommendation of the Proposed Zoning Ordinance within the Marlborough Village District including commentary, Order No. 16-1006667A, **FILE**; adopted.

ORDERED: That the Minutes, Board of Assessors, June 22, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Zoning Board of Appeals, October 25, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Assabet Valley Regional Vocational District School Committee, September 20 & October 18, 2016, **FILE**; adopted.

ORDERED: That the Minutes, Retirement Board, October 26, 2016, **FILE**; adopted.

ORDERED: That the following **CLAIMS**, refer to the **LEGAL DEPARTMENT**; adopted.  
a. Zahi Abuhamdeh, 26 Simonds Farm Rd., Billerica, pothole or other road defect.

## Reports of Committees:

Councilor Delano reported the following out of the Urban Affairs Committee:

Meeting Name: City Council Urban Affairs Committee

Date: November 29, 2016

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

Convened: 5:01 PM – Adjourned: 5:18 PM

Present: Chairman Delano; Urban Affairs Committee Members Councilors Elder, Tunnera and Landers; and Councilors Clancy and Doucette

Absent: Councilor Juairé

Also Present: Arthur Bergeron (Attorney, **Mirick O'Connell**); **Cynthia Panagore Griffin (Assistant City Solicitor, City of Marlborough)**

**Order No. 16-1006667A - Petition on behalf of Cameron Realty Trust, 28 South Bolton Street regarding the Proposed Zoning Ordinance Amendment within the Marlborough Village District, Section 650-34 and Table of Lot Area, Yards and Heights of Structures, 650-41.** The Urban Affairs Committee met with Attorney Arthur Bergeron, representative of Cameron Realty Trust, for a discussion of a proposed zoning ordinance amendment within the Marlborough Village District by allowing a zero-foot setback by right along Main Street and the eastern side of South Bolton Street between Main Street and Granger Boulevard, and the northern side of Granger Boulevard between South Bolton Street and Main Street. Cameron Realty Trust would then have the ability to submit a project by right to the City Council under the amended zoning where City Council conducts site plan review for projects within the Marlborough Village District. Chairman Delano also noted a scrivener's error in footnote three of Section 650-41, Table of Lot Area, Yards and Height of Structures which did not affect the proposed zoning amendment and was corrected for the record. The Urban Affairs Committee will request a suspension of the rules on December 5, 2016 to forward the zoning amendment to the City Solicitor to be placed in proper legal form (for the December 19, 2016 agenda) for a final vote. **Motion made by Councilor Elder, seconded by Chair, to approve the zoning amendment, as amended. The motion carried 4-0 (Councilor Juairé absent).**

**Motion made by Councilor Elder, seconded by Chair, to adjourn. The motion carried 4-0 (Councilor Juairé absent.) The meeting adjourned at 5:18 PM.**

Meeting Name: City Council Urban Affairs Committee

Date: December 1, 2016

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

Convened: 5:00 PM – Adjourned: 6:18 PM

Present: Chairman Delano; Urban Affairs Committee Members Councilors Elder, Juairé, and Landers; and Councilors Clancy, Doucette, Ossing and Robey

Absent: Councilor Tunnera

Also Present: Priscilla Ryder (Conservation Officer, City of Marlborough); Robert Walker (Principal, Walker Realty); **Cynthia Panagore Griffin; (Assistant City Solicitor, City of Marlborough)**

## Reports of Committees Cont'd:

**Order No. 16-1006635 - Application for Special Permit from Ryan Development LLC on behalf of Apex WR 1031 LLC and Walker Realty LLC for Proposed Car Wash, specifically to allow for a car wash in Zone B of Water Supply Protection District, 22 Apex Drive.** The Urban Affairs Committee met with Robert Walker of Walker Realty for a discussion of a proposed car wash located at 22 Apex Drive within Zone B of the Water Supply Protection District. Conservation Officer Priscilla Ryder confirmed that the applicant has incorporated the conditions that she and City Engineer DiPersio recommended. The applicant was not required to meet with the Conservation Commission because the car wash is outside the one-hundred-foot buffer zone. The project was reviewed by the Site Plan Review Committee because of its location within the Water Supply Protection District. Mr. Walker had no objection to the revised conditions in the Special Permit. Two changes were made to the conditions, the first being "11. Water Use – Well, b." shall include City Engineer as in receipt of the well report; and the second change occurred in "11. Water Use – Well, d." where a typographical error of "works" was changed to "employees" with additional language for clarity. **Motion made by Councilor Elder, seconded by Chair, to approve as amended. The motion carried 3-1 (Juaire opposed; Tunnera absent).**

**Order No. 16-1006634 - Application for Special Permit from Ryan Development LLC on behalf of Apex WR 1031 LLC and Walker Realty LLC for Proposed Car Wash, specifically to allow for the use of a car wash at Apex Center in the Hospitality and Recreation Mixed Use Overlay District, 22 Apex Drive.** The Urban Affairs Committee met with Robert Walker of Walker Realty for a discussion of a proposed car wash located at 22 Apex Drive within the Hospitality and Recreation Mixed Use Overlay District. The primary discussion centered upon the hours of operation for the car wash as several

Councilors could not support this application with twenty-four-hour operation. The committee agreed to support the special permit application with recommended hours of operation from 6:00 AM to 12:00 Midnight, seven days per week, with the provision that the applicant, notwithstanding these hours of operation, may request to extend the hours of operation after the passage of one year after the issuance of the final occupancy permit for the operation of the car wash. (Councilor Landers was opposed to the restriction.) The Site Plan Review Committee Memorandum, dated October 25, 2016, listed the reason for the Carwash Equipment Monitoring Report as "The purpose of said report shall be to demonstrate that the nature of the effluent discharged to the Marlborough sewer system is acceptable." The Committee recommended that this language be added to condition seven (7) of the applicant's draft decision for clarity. **Motion made by Councilor Elder, seconded by Chair, to approve as amended. The motion carried 4-0 (Tunnera absent).**

**Motion made by Councilor Elder, seconded by Chair, to adjourn. The motion carried 4-0 (Tunnera absent). The meeting adjourned at 6:18 PM.**

**Suspension of the Rules requested – granted**

**ORDERED:** That the Petition from Attorney Bergeron, on behalf of Cameron Realty Trust, 28 South Bolton St. re: Proposed Zoning Ordinance Amendment within the Marlborough Village District, Section 650-34 and Table of Lot Area, Yards and Heights of Structures, 650-41, Order No. 16-1006667B, refer to **CITY SOLICITOR'S OFFICE TO BE PLACED IN PROPER LEGAL FORM TO BE PLACED ON THE DECEMBER 19, 2016 CITY COUNCIL MEETING;** adopted.

**ORDERED:** That the DPW transfer request in the amount of \$24,626.56 which moves funds from Reserve for Salaries to Sick Leave Buyback account to fund the sick leave buy back for a retiree in DPW, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --										
DEPT:		Comptroller				FISCAL YEAR:		2017		
FROM ACCOUNT:					TO ACCOUNT:					
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$671,172.25	\$24,626.56	11990006	57820	Reserve for Salaries	\$24,626.56	14001303	51920	Sick Leave Buy Back	\$28,893.42	
Reason:		Recalculate amounts for contract obligations			Reason:		Obligation for retirement from DPW			
	\$24,626.56	Total			\$24,626.56	Total				

**ORDERED:** That the Stabilization transfer request in the amount of \$337,500.00 which moves funds from Undesignated to a new Stabilization account, Future Growth Stabilization Fund, to fund investment in projects which will increase property values and attract economic development, subject to a sunset clause that states the Future Growth Stabilization Account funds will be transferred to the Undesignated Stabilization account if not utilized by June 30, 2018, **APPROVED;** adopted.

CITY OF MARLBOROUGH BUDGET TRANSFERS --										
DEPT:		Mayor				FISCAL YEAR:		2017		
FROM ACCOUNT:					TO ACCOUNT:					
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$12,176,290.00	\$337,500.00	10000	35900	Undesignated Fund	\$337,500.00	83600	32727	Stabilization-Revenue Growth	\$0.00	
Reason:					First mitigation payment from the Preserves @ Ames Brookview Village for the City Revenue Growth Enhancement Fund					
	\$337,500.00	Total			\$337,500.00	Total				

ORDERED: That the Downtown Stabilization transfer request in the amount of \$150,000.00 which moves funds from Undesignated to Downtown Stabilization account by which the amount transferred is from mitigation payments related to the Crabtree Project and intended to be used for downtown economic development, **APPROVED**; adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS --									
DEPT:		Mayor				FISCAL YEAR:		2017	
		FROM ACCOUNT:				TO ACCOUNT:			
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$12,176,290.00	\$150,000.00	10000	35900	Undesignated Fund	\$150,000.00	83600	32700	Stabilization-Downtown	\$650,000.00
	Reason:					Final mitigation payment from Crabtree Lake Williams to be used for downtown economic development.			
	\$150,000.00	Total			\$150,000.00	Total			

**Councilor Elder opposed.**

ORDERED:

**DECISION ON AN AMENDMENT  
TO AN AMENDED SPECIAL PERMIT**

**CITY COUNCIL ORDER NO. 16-1006683C  
X16-1006636B  
X08/09-1002051E**

Application of:  
Crabtree Lake Williams, LLC  
Locus:  
Lakeside Avenue, Marlborough, MA  
MBLU 67-45, 68-30A

**FINDINGS OF FACT AND CONDITIONS**

The City Council of the City of Marlborough hereby GRANTS the application of Crabtree Lake Williams, LLC, a Massachusetts limited liability company having a mailing address of 50 Deer Run, Ayer, Massachusetts 01432 (the "Applicant"), to amend an existing amended special permit, as provided in this Decision and subject to the following Findings of Fact and Conditions.

PROCEDURAL FINDINGS OF FACT

1. Applicant is the owner of certain real estate located on Lakeside Avenue, Marlborough, MA, as shown on City of Marlborough Assessors Maps Map 67, Parcel 45 and Map 68, Parcel 30A (the "Site").

2. On June 18, 2009, the City Council of the City of Marlborough voted to grant a special permit concerning the Site, as further described in a document recorded at the Middlesex South District Registry of Deeds in Book 53183, Page 1 (the "Original Special Permit").

3. On September 26, 2016, the City Council of the City of Marlborough voted to grant an amendment to the Original Special Permit, as further described in a document recorded at the Middlesex South District Registry of Deeds in Book 68276, Page 423 (the "First Amended Special Permit").

4. On September 22, 2016, the Applicant, by and through its counsel, filed with the City Clerk of the City of Marlborough an application to modify Conditions #20, #22, #23, #36, #38 and #39 of the Original Special Permit, as amended by the First Amended Special Permit, in order to accommodate changes to the design and configuration of the emergency access road and perimeter fencing in the vicinity of Bond Street, under the provisions of M.G.L. c. 40A, § 9 and the Marlborough Zoning Ordinance, Article VI, § 650-59.C(20) (the "Application").

5. In connection with the Application, Applicant filed a Summary Impact Statement, certified list of abutters, filing fee and copies of the existing site plan for the Site.

6. The existing site plan was certified by the Planning Director of the City of Marlborough, acting by and through the Building Commissioner, as having complied with the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit or an amendment thereof.

7. Pursuant to the Rules and Regulations of the City Council and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application, and the City Clerk caused to be advertised the public hearing's date in the MetroWest Daily News and sent notice of said hearing to abutters entitled to notice under law.

8. On Monday, October 17, 2016, the City Council held a public hearing concerning the Application. The hearing was opened and closed on that date.

9. The Applicant, through its representatives, presented testimony at the public hearing detailing the project, describing its impact upon municipal services, the neighborhood, and traffic.

10. With respect to the First Amended Special Permit, the Applicant expressly acknowledges that the phased-occupancy of the Site requires prior approval by the City of Marlborough Department of Public Works' Water/Sewer Division of all service connections, construction of sidewalks to at least binder grade at the subject building, and the submission of interim as-built plans.

11. The Procedural Findings of Fact specified above supplement those made in the Original Special Permit and the First Amended Special Permit, which are expressly incorporated herein by reference.

**BASED UPON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING  
FINDINGS OF FACT AND TAKES THE FOLLOWING ACTIONS:**

A. The City Council finds that Applicant has complied with all the Rules and Regulations promulgated by the Marlborough City Council as they pertain to the Application.

B. The City Council finds that the proposed use of the Site is an appropriate use and in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein. The City Council makes these findings subject to the completion and adherence by the Applicant, its successors and/or assigns to the conditions more fully set forth herein.

C. The City Council, pursuant to its authority under M.G.L. c. 40A, § 9 and Chapter 650 of the Marlborough Zoning Ordinance, GRANTS the Applicant an amendment to modify Conditions #20, #36, # 38 and #39 of the Original Special Permit, as amended by the First Amended Special Permit (the "Second Amended Special Permit"), in order to accommodate changes to the design and configuration of the emergency access road and perimeter fencing in the vicinity of Bond Street, as follows:

1. By deleting Condition #20 in its entirety and inserting in place thereof the following:

20. Snow Storage on Emergency Access Road. There will be no storage of snow on the emergency access road east of the gate and fencing as shown on the Site Plan, abutting the Bond Street neighbors. The Applicant, its affiliates, successors and/or assigns shall clear snow from the emergency access road, as required by the Fire Department, into the Project Site away from the abutting Bond Street neighbors, and store and stockpile in designated snow storage areas as delineated on the Site Plan page SP 7 "Snow Storage Plan". No snow may be brought onto the Site from off site. In addition, the Applicant, its affiliates, successors and/or assigns shall make reasonable efforts to ensure that snow is removed from the emergency access road in such a way that does not disturb the abutting Bond Street neighbors.

2. By deleting Condition #36 in its entirety and inserting in place thereof the following:

36. Construction of Emergency Access Road. As shown on the plan entitled "Supplemental Instruction for Site Plan of Land in Marlborough Massachusetts Entitled Overlook at Lake Williams" dated November 16, 2016 and prepared by S.J. Mullaney Engineering, Inc. (the "Supplemental Plan"), which was submitted to the City Council and the City Council's Urban Affairs Committee to supplement the existing site plan for the Site, the entire emergency access road shall be constructed using grass covered porous pavement materials. The emergency access road shall have a vertical clearance of sixteen feet (16'). Applicant, its affiliates, successors and/or assigns shall erect a sign at or near the western terminus of the emergency access road warning that parking which would block and/or impede emergency access from that road to the Project Site is strictly prohibited.

3. By deleting Condition #38 in its entirety and inserting in place thereof the following:

38. Emergency Access Road Gate. The emergency access road gate shall be maintained so as to operate freely by one person, and shall be provided and maintained with an opening and locking system approved by the Fire Department. The emergency access road gate shall be a six (6') foot high chain link fence with white vinyl slats consistent in design with the proposed stockade fence along the Bond Street side of the Project as noted herein. An approved fire annunciator panel shall be located on the main entrance roadway into the Project, with details of its exact location and installation requirements to be determined during the Site Plan Review and fire alarm permitting process.

4. By deleting Condition #39 in its entirety and inserting in place thereof the following:

39. Vegetation on Emergency Access Road. The emergency access road shall be maintained as a grass lawn accessible by emergency vehicles by means of porous pavement materials as shown on the Supplemental Plan.

All other conditions of the Original Special Permit and the First Amended Special Permit shall continue in full force and effect, and are expressly incorporated herein by reference.

In accordance with the provisions of M.G.L. c. 40A, § 11, Applicant, its successors and/or assigns at its expense shall record this Second Amended Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Second Amended Special Permit has elapsed with no appeal having been filed, and further shall provide to the Building Commissioner's office and the City Solicitor's office a copy of the recorded Amended Special Permit before the issuance of any Occupancy Permit, permanent or otherwise, regarding the Site.

**Yea: 11 – Nay: 0**

**Yea: Clancy, Delano, Doucette, Elder, Tunnera, Irish, Landers, Juaire, Oram, Ossing, & Robey**

**ORDERED:** There being no further business, the regular meeting of the City Council is herewith adjourned at 9:20 PM.



# IN CITY COUNCIL

Marlborough, Mass., NOVEMBER 14, 2016  
PAGE 1

## ORDERED:

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

- I Section 650-56, entitled "Enforcement," is hereby amended by striking out, in subsection F, the word "six" and inserting in place thereof the following word:-- twelve.
2. Section 650-59, entitled "Powers and procedures of special-permit-granting authorities," is hereby amended by striking out, in subsection A(1), entitled "Special permits," the number "two" and inserting in place thereof the following word:-- three.

Be and is herewith refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE, PLANNING BOARD, AND ADVERTISE PUBLIC HEARING FOR MONDAY, DECEMBER 19, 2016.**

ADOPTED

ORDER NO. 16-1006734



# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

2016 DEC 15 A 11:42 140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

December 15, 2016

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

### Re: Transfer Request – Marlborough Fire Department

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval a transfer request in the amount of \$200,000.00 for the Marlborough Fire Department Overtime Account from three accounts within the Marlborough Fire Department Budget. These funds are necessary to continue funding overtime costs at the fire department.

I am requesting the transfer of a total of \$181,184.67 from the Firefighter Account and \$17,815.33 from the Fire Lieutenant account. These funds are available due to unfilled positions and 111F payments.

As Chief Breen indicates in the attached letter, more than 90 percent of the overtime account has been spent to date. Chief Breen is currently working closely with the union on a reorganizational plan that will reduce these costs moving forward. In addition, four candidates were recently offered conditional appointments to the Marlborough Fire Department and are in process to attend the next class at the Massachusetts Fire Academy.

I request that the City Council take up this transfer in Council on Monday, December 19, 2016. Chief Breen and I will be available to discuss it with you in detail. In the meantime, if you have any questions, please do not hesitate to contact me or Chief Breen.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



**City of Marlborough**  
**FIRE DEPARTMENT**  
**215 MAPLE STREET**  
**MARLBOROUGH, MASSACHUSETTS 01752**

December 14, 2016

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

**REF: Transfer request**

Dear Mayor Vigeant,

I am submitting for your approval a transfer request totaling \$200,000 into our overtime account. As of this date, we have expended more than 90% of our FY2017 appropriation for this line. There are many factors contributing to the high level of overtime expenditures. They include existing firefighter vacancies because of service retirements and several extended absences due to various medical issues and injuries. I respectfully request you approve this transfer to insure we maintain adequate shift staffing throughout the City.

Please feel free to contact me if you have any questions or need additional information.

Sincerely,

Kevin J. Breen  
Fire Chief





*City of Marlborough*  
RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*Office of the Mayor*

2016 DEC 15 A 11:42 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

December 15, 2016

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

**Re: Transfer Request – Marlborough Police Department**

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval a transfer request in the amount of \$192,300.00 for the Marlborough Police Department Overtime Account. Pending City Council approval, these funds will be transferred from three accounts within the Police Department's budget.

I am requesting the transfer of \$170,000.00 from the Police Officers account, \$2,300.00 from the Overtime-Celebrations account, and \$20,000.00 Overtime – Court account. These transfers are necessary to fund expected overtime costs for the rest of the fiscal year to fill shifts due to vacancies or injuries.

I look forward to discussing these transfers with you further. If you have any questions, please do not hesitate to contact me or Chief Leonard.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



# City of Marlborough POLICE DEPARTMENT

508-485-1212 • FAX 508-624-6949  
355 BOLTON STREET • MARLBOROUGH, MA • 01752

MARK F. LEONARD  
Chief of Police

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

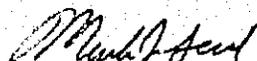
December 14, 2016

Dear Mayor Vigeant:

Per the attached transfer request form, I am requesting three internal transfers to allow for sufficient funds to be transferred to the police department overtime account for the balance of the current fiscal year. The attached request forms contain a brief reason for each transfer request. All transfer requests are from within the existing police department budget, and I do not anticipate any other significant surpluses or deficits.

Please let me know if you have any questions.

Sincerely,

  
Mark F. Leonard  
Chief of Police

Cc: D. Smith; B. Doheny

CITY OF MARLBOROUGH  
BUDGET TRANSFERS –

DEPT:	Police					FY:	2017		
		FROM ACCOUNT:				TO ACCOUNT:			
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$1,732,925</u>	<u>\$170,000.00</u>	<u>12100001</u>	<u>50420</u>	<u>Police Officers</u>	<u>\$170,000.00</u>	<u>12100003</u>	<u>51310</u>	<u>Overtime - Regular</u>	<u>\$66,527</u>
	Reason:	<u>Surplus due to vacancy and injuries</u>				<u>Vacancies and injuries requiring OT to fill shifts</u>			
<u>\$2,325</u>	<u>\$2,300.00</u>	<u>12100003</u>	<u>51370</u>	<u>Overtime - Celebrations</u>	<u>\$2,300</u>	<u>12100003</u>	<u>51310</u>	<u>Overtime - Regular</u>	<u>\$66,527</u>
	Reason:	<u>Surplus from Labor Day OT needs</u>				<u>As above</u>			
<u>\$141,968</u>	<u>\$20,000.00</u>	<u>12100003</u>	<u>51320</u>	<u>Overtime - Court</u>	<u>\$20,000</u>	<u>12100003</u>	<u>51310</u>	<u>Overtime - Regular</u>	<u>\$66,527</u>
	Reason:	<u>Less court OT needed thus far</u>				<u>As above</u>			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
	<u>\$192,300.00</u>	Total			<u>\$192,300.00</u>	Total			

Department Head signature:

Auditor signature:

Comptroller signature:



# City of Marlborough Office of the Mayor

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

*John P. Vigeant*  
RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*Nicholas J. Milano*  
2016 DEC 19 AM 11:54

*Patricia Bernard*  
EXECUTIVE SECRETARY

December 15, 2016

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

## **Re: Assabet Valley Property Acquisition**

Honorable President Clancy and Councilors:

On the December 19, 2016, City Council agenda, there is an item regarding Assabet Valley Regional Vocational High School's intention to purchase a parcel adjacent to their property. It is my recommendation that the City Council not approve the proposed acquisition.

This past week, on Tuesday, December 13, I had the opportunity to meet with Superintendent-Director Ernie Houle, President Clancy, Finance Committee Chair Ossing, as well as Assabet Valley and City staff to discuss a different proposal: Assabet Valley's desire to build a multimillion dollar athletic stadium with a turf field.

We met to discuss the City's concerns that the Assabet Valley assessment continues to grow each year and their continued expensive capital projects. It was a productive meeting, but we still have questions regarding Assabet Valley's finances.

The parcel of land that Assabet Valley proposes to purchase, identified on the Assessor's Map as Map 16 Parcel 16, is comprised mostly of wetlands that feeds directly into Fort Meadow. I recommend that the Council not approve Assabet Valley's acquisition, but instead approve the attached order authorizing me to enter into negotiations with the property owner to purchase it for the City. This property's unique location makes it important for the City to own for watershed protection. It was identified in the City's 2011-2018 Open Space and Recreation Plan to preserve and protect watersheds to all wetland and water resource areas, including rivers, streams, and ponds.

The attached order also authorizes me to negotiate an easement on a parcel under the same ownership across Sasseville Way. This parcel is identified on the Assessors Map as Map 29 Parcel 27.

Please also find enclosed a letter from Chief Procurement Officer Beverly Sleeper that further outlines why this proposed purchase is a unique acquisition under the proper procurement laws.

In addition, I have enclosed an order to transfer \$1,600 out of Open Space Stabilization in order to make a deposit on any negotiated purchase and sale. As with the proposed purchases associated with the Library project, final approval to purchase this parcel must come from City Council. This order does not authorize me to purchase the parcel without your approval.

I am available to discuss this proposal with you further. In the meantime, if you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur G. Vigeant". The signature is fluid and cursive, with a large initial "A" and a long, sweeping underline.

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

Enclosures

ORDERED:

Pursuant to M.G.L. c. 30B, § 16(e)(2), the City Council of the City of Marlborough hereby determines that advertising for the proposed purchase of a parcel of land in fee simple interest and of an easement interest in another parcel of land will not benefit the City's interest because of the unique qualities and location of the properties as hereinafter defined:

Land of proposed purchase of fee simple interest: The parcel identified on the Assessors Map of the City of Marlborough as Map 16 Parcel 16, containing 5.11 acres, more or less, located on Fitchburg Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 203441, Page 412. The persons having a beneficial interest in this parcel are Alexander A. Staniunas and Annette Crossen;

Land of proposed purchase of easement interest: The parcel identified on the Assessors Map of the City of Marlborough as Map 29 Parcel 27, containing 0.35 acres, more or less, located at on Fitchburg Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 20344, Page 412. The persons having a beneficial interest in this parcel are Alexander A. Staniunas and Annette Crossen.

The above-identified parcels satisfy the requirements of said M.G.L. c. 30B, § 16(e)(2), because: (i) the parcels are uniquely situated because they abut and are located within close proximity to the Assabet River Rail Trail; (ii) include wetlands and seasonal wetlands which fall within the City's 2011-1018 Open Space and Recreation Plan to preserve and protect watershed to wetland and water resource areas; and (iii) abut the Fort Meadow Reservoir, the City's recreational lake, which will be protected and preserved by the acquisition.

It is further ordered that the Mayor is authorized to negotiate and enter into a purchase and sales agreement for the above-identified parcels subject to the following conditions: (i) that, in accordance with M.G.L. c. 43, § 30, the purchase price of any parcel shall not exceed more than 25% of the average assessed value of the parcel during the previous three years; and (ii) that the City's performance under any purchase and sales agreement will be contingent upon a favorable vote of the City Council authorizing the appropriation of sufficient funds for the purchase of the parcel.

ADOPTED  
In City Council  
Order No. 16-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

**City of Marlborough**



**PROCUREMENT OFFICE**

---

**140 Main Street, 3<sup>RD</sup> Floor, Marlborough, MA 01752**

**DIRECT DIAL (508) 460-3707 FACSIMILE (508) 460-3747 TDD (508) 460-3610**

**[BSLEEPER@MARLBOROUGH-MA.GOV](mailto:BSLEEPER@MARLBOROUGH-MA.GOV)**

December 15, 2016

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

RE: Unique Acquisition of Real Property – Watershed Protection Off Fitchburg Street

Dear Mayor Vigeant:

Pursuant to the provisions of M.G.L. c. 30B, § 16, the City is interested in acquiring a parcel of land off Fitchburg Street and identified on Assessors' Map 16, Parcel 16 (the "Land") containing approximately 5.11 acres which has been appraised at \$16,700 as an unbuildable parcel of land. It is my understanding that the City is also interested in acquiring an easement area identified on Assessors' Map 29, Parcel 27 (the "Easement") containing approximately 0.35 acres which has been appraised at \$2,100 and is located across from Map 16, Parcel 16 Off Sasseville Way. As the cost to acquire both the Land and Easement by purchase is less than \$35,000, no advertised proposal process is required by Chapter 30B. However, because the proposed acquisition of real property involves more than 2,500 square feet, an advertisement must be published at least 30 days prior to executing a binding agreement to acquire the property.

For the City Council's deliberation and approval, I have determined that the location and qualities of the Land satisfy the unique requirements of the City pursuant to M.G.L. c. 30B, § 16. Specifically, the Land consists of a detention basin and topography unsuitable for building but would protect and preserve Fort Meadow Reservoir which is the City's recreational lake. Acquisition of this Land falls within the City's 2011 - 2018 Open Space and Recreation Plan to preserve and protect watershed to all wetland and water resource areas including rivers, streams and ponds. This acquisition contains tributaries and surface waters to the Fort Meadow Reservoir and close by the Assabet Valley Rail Trail to enable future passive recreational opportunities in conjunction with existing and proposed public recreational amenities.

Page 2  
December 15, 2016  
Letter to Mayor RE Fitchburg Street

In light of the foregoing, it is my opinion that it is proper to acquire this Land by unique acquisition due to its unique location and for protection and preservation of the Fort Meadow Reservoir and the Easement close by the Assabet Valley Rail Trail. I will publish this determination along with the names of parties having a beneficial interest in the property as required under M.G.L. c. 7C, § 38, the location and size of the property, and the proposed purchase price in the Commonwealth's Central Register not less than thirty (30) days before the City enters into a binding agreement with the current owners to purchase real property identified above under a unique acquisition determination.

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

Sincerely,

A handwritten signature in cursive script that reads "Beverly J. Sleeper".

Beverly J. Sleeper  
Chief Procurement Officer

cc: Cynthia Panagore-Griffin, Assistant City Solicitor/Legal Department

CITY OF MARLBOROUGH  
BUDGET TRANSFERS –

DEPT: Mayor

FISCAL YEAR: 2017

FROM ACCOUNT:

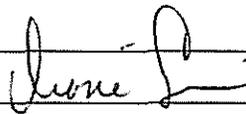
TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$1,018,295.76</u>	<u>\$1,600.00</u>	<u>83600</u>	<u>32918</u>	<u>Stabilization-Open Space</u>	<u>\$1,600.00</u>	<u>19300006</u>	<u>58170</u>	<u>Open Space Acquisition</u>	<u>\$0.00</u>
	Reason:	_____				For deposit on purchase and sale			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
	\$1,600.00	Total			\$1,600.00	Total			

Department Head signature:

Auditor signature:

Comptroller signature:

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



# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

2016 DEC 15 A 11:42  
140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

December 15, 2016

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

### Re: Revised Salary Ordinance

Honorable President Clancy and Councilors:

Per the City Council Finance Committee meeting on Monday, December 12, 2016, please find enclosed a revised salary ordinance reflecting the changes discussed in committee.

The following positions have been removed from the salary ordinance because they are not paid out of the City budget:

- Director of Information Technology (Schools)
- Retirement Director
- Retirement Board Financial Assistant

Updating the City's 1989 salary ordinance has long been a shared goal of mine and Finance Committee Chair Ossing. I am pleased that we have been able to finalize a document that formalizes the salaries of the City's nonunion positions. I appreciate your assistance and feedback throughout this process and look forward to the Council's approval.

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

Ordered:

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, as amended, be further amended by amending Chapter 125, Section 6, Salary Schedule as follows:

**Non Union Employees**

Position	Effective Date	Step 1	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7
		Start	6 months of service	1 year of service	2 years of service	3 yrs. of service	4 yrs. of service	5 yrs. of service
Administrative Assistant	July 1, 2016	\$40,335.00	\$41,142.00	\$41,965.00	\$42,804.00	\$43,660.00	\$44,533.00	\$45,424.00
	July 1, 2017	\$41,141.70	\$41,964.84	\$42,804.30	\$43,660.08	\$44,533.20	\$45,423.66	\$46,332.48
Assistant Building Commissioner	July 1, 2016	\$70,000.00	\$71,400.00	\$72,828.00	\$74,284.56	\$75,770.25	\$77,285.66	\$78,831.37
	July 1, 2017	\$71,400.00	\$72,828.00	\$74,284.56	\$75,770.25	\$77,285.66	\$78,831.37	\$80,408.00
Assistant City Clerk	July 1, 2016	\$54,507.41	\$56,687.24	\$58,955.86	\$61,313.28			
	July 1, 2017	\$55,597.56	\$57,820.98	\$60,134.98	\$62,539.55			
Assistant City Solicitor	January 1, 2017	\$87,909.17	\$89,667.35	\$91,460.70	\$93,289.91	\$95,155.71	\$97,058.82	\$99,000.00
	July 1, 2017	\$89,667.35	\$91,460.70	\$93,289.91	\$95,155.71	\$97,058.82	\$99,000.00	\$100,980.00
Assistant Commissioner - DPW	July 1, 2016	\$89,717.63	\$93,306.33	\$97,038.90	\$100,920.69			
	July 1, 2017	\$91,511.98	\$95,172.46	\$98,979.68	\$102,939.10			
Assistant Recreation Director	July 1, 2016	\$57,279.00	\$58,424.00	\$59,593.00	\$60,785.00	\$62,000.00	\$63,240.00	\$64,505.00
	July 1, 2017	\$58,424.58	\$59,592.48	\$60,784.86	\$62,000.70	\$63,240.00	\$64,504.80	\$65,795.10
Building Commissioner	July 1, 2016	\$90,539.71	\$92,347.38	\$94,194.33	\$96,078.22	\$97,999.77	\$99,959.77	\$101,959.20
	July 1, 2017	\$92,350.50	\$94,194.33	\$96,078.21	\$97,999.78	\$99,959.77	\$101,958.96	\$103,998.38
Chief of Police	July 1, 2016							\$166,464.00
	July 1, 2017							\$169,793.28
Chief Procurement Officer	July 1, 2016	\$76,679.00	\$78,213.00	\$79,777.00	\$81,372.00	\$83,000.00	\$84,660.00	\$86,353.00
	July 1, 2017	\$78,212.58	\$79,777.26	\$81,372.54	\$82,999.44	\$84,660.00	\$86,353.20	\$88,080.06
City Auditor	July 1, 2016	\$89,613.00	\$91,405.00	\$93,234.00	\$95,098.00	\$97,000.00	\$98,940.00	\$100,919.00
	July 1, 2017	\$91,405.26	\$93,233.10	\$95,098.68	\$96,999.96	\$98,940.00	\$100,918.80	\$102,937.38





Telecommunication Tech	July 1, 2016					\$61,851.78
	July 1, 2017					\$63,088.82

Veteran's Director	July 1, 2016	\$46,827.93	\$48,701.06	\$50,649.11	\$52,675.05
	July 1, 2017	\$47,764.49	\$49,675.08	\$51,662.09	\$53,728.56

**Hourly**

Library Page	July 1, 2016	\$9.43	\$9.81	\$10.51	\$10.62
	July 1, 2017	\$9.62	\$10.01	\$10.72	\$10.83

Reference Library Part/time	July 1, 2016	\$21.29	\$22.13	\$23.04	\$23.98
	July 1, 2017	\$21.72	\$22.57	\$23.50	\$24.46



# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

140 Main Street

2016 DEC 15 A 11:42  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

December 15, 2016

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

**Re: Revised Order to Approve Unique Acquisition and to Authorize Negotiation and Entering into Purchase & Sales Agreements**

Honorable President Clancy and Councilors:

Per the City Council Finance Committee meeting on Monday, December 12, 2016, please find enclosed a revised order to Approve Unique Acquisition and to Authorize Negotiation and Entering into Purchase & Sales Agreements.

As discussed at the Finance Committee meeting, Assistant City Solicitor Cynthia Panagore Griffin revised the order to clarify the language about the purchase price of any parcel not exceeding more than 25 percent of the average assessed value of the parcel.

The Assistant City Solicitor and Committee members agreed the language provided in the attached order is an improvement over the original order and requested that I resubmit it.

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

ORDERED:

Pursuant to MGL c. 30B, § 16(e)(2), the City Council of the City of Marlborough hereby determines that advertising for the proposed purchase of one or more of four (4) parcels of land will not benefit the City's interest because of the unique qualities and location of the properties as hereinafter defined:

The parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 224, containing 0.289 acres or 12,588.84 S.F., more or less, located at 49 West Main Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 31600, Page 517. The person having a beneficial interest in this parcel is Lawrence R. Nourse;

The parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 245 containing 0.1997 acres or 8,698.93 S.F., more or less, located at 29 Witherbee Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 47304, Page 279. The persons having a beneficial interest in this parcel are Roy E. Hanson and Eileen Maguire;

The parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 256 containing 0.1169 acres or 5,092.16 S.F., more or less, located at 24 Gay Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 64881, Page 116. The persons having a beneficial interest in this parcel are Dalvan Ferreira Dos Santos and Sinara Teresinha Klipp; and

The parcel identified on the Assessors Map of the City of Marlborough as Map 69 Parcel 255 containing 0.1563 acres or 6,808.43 S.F., more or less, located at 30 Gay Street, Marlborough, MA, and further identified in a deed recorded in the Middlesex South District Registry of Deeds at Book 67384, Page 457. The person having a beneficial interest in this parcel is Alex Hernandes.

The above-identified parcels satisfy the requirements of said M.G.L. c. 30B, § 16(e)(2), because: (i) the parcels are uniquely situated because they are located within close proximity to the existing Marlborough Public Library which does not currently have sufficient parking to meet the requirements of the Board of Library Commissioners in relation to the proposed renovation and addition project; (ii) the only way to increase the amount of parking is to purchase parcels uniquely located either adjacent to, or within close proximity of, the Marlborough Public Library; and (iii) the proposed acquisition of these parcels will increase parking for access to, and increased usage of, the Marlborough Public Library.

It is further ordered that the Mayor is authorized to negotiate and enter into individual purchase and sales agreements for each of the above-identified parcels subject to the following conditions: (i) that, in accordance with M.G.L. c. 43, § 30, the purchase price of any parcel shall not exceed more than 25% of the average assessed value of the parcel during the previous three years; (ii) that the City's performance under any purchase and sales agreement will be contingent upon a favorable vote of the City Council authorizing the City to acquire the parcel for the amount stated in the purchase and sales agreement; and (iii) that the City's performance under any purchase and

sales agreement will be contingent upon a favorable vote of the City Council authorizing the appropriation of sufficient funds for the purchase of the parcel. As of this date, the average assessed value of each of the above-described parcels during the previous three years is as follows:

49 West Main Street (Map 69 Parcel 224) = \$303,266.66  
29 Witherbee Street (Map 69 Parcel 245) = \$206,600.00  
24 Gay Street (Map 69 Parcel 256) = \$223,133.33  
30 Gay Street (Map 69 Parcel 255) = \$227,266.66

ADOPTED  
In City Council  
Order No. 16-1006760  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

2016 DEC 15 A 11:42

140 Main Street

Marlborough, Massachusetts 01752

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

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

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

December 15, 2016

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

**Re: Order to Accept a Deed from the Marlborough Community Development Authority for Land at the Marlborough Public Library; Transfer the Use of a Portion of City-Owned Land on Bolton Street to a Different Use; and Grant of Easement to the Marlborough Community Development Authority**

Honorable President Clancy and Councilors:

Enclosed herewith please find the above-captioned proposed order concerning a land swap between the Marlborough Community Development Authority ("MCDA") and the City of Marlborough.

By the proposed swap, the City would become the owner of MCDA-owned property which is presently used by the Marlborough Public Library for parking in exchange for a grant of easement to the MCDA, for resident parking purposes, on the City-owned land located behind the Bolton Street Senior Housing. The Legal Department will be available to answer any specific questions relative to the project.

I am available to answer any questions that you may have concerning the attached.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures

Cc: Doug Bushman, Housing Director  
Marlborough Community Development Authority  
Margaret Cardello, Director, Marlborough Public Library  
Cynthia Panagore Griffin, Assistant City Solicitor

**ORDERED:**

That pursuant to § 14 of Chapter 40 of the General Laws of Massachusetts, the City, acting by and through the City Council of the City of Marlborough, does hereby accept title, by deed of conveyance, from the Marlborough Community Development Authority to the fee simple interest in a certain parcel of below-described land located at 20 Witherbee Street, Marlborough, MA, the purposes of which land shall be for public library uses including but not limited to parking, said deed to be recorded herewith at the Middlesex County South Registry of Deeds:

That certain parcel containing about five-thousand ninety-six and 52/100 (5,096.52) square feet, or 0.117 acres, more or less, also known as 20 Witherbee Street, Marlborough, MA and shown on the Assessor's Map of the City of Marlborough as Map 69, Parcel 236, and recorded at the South Middlesex County Registry of Deeds at Book 53208, Page 549.

And that pursuant to § 15A of chapter 40 of the General Laws of Massachusetts, the City Council of the City of Marlborough hereby transfers the below-described portion of land of the City of Marlborough, being less than the entire land or parcel of land located at 355 Bolton Street, from general municipal purposes to the purposes of a grant of easement,

And further, that in exchange for the above-described fee simple interest in land of the Marlborough Community Development Authority, pursuant to § 3 of chapter 40 of the General Laws of Massachusetts the City Council hereby authorizes the Mayor to grant to the Marlborough Community Development Authority said easement, which shall be a permanent easement for parking purposes for the Bolton Street Senior Housing located at 397 Bolton Street, Marlborough, MA, in said certain portion of land being described on Exhibit "A" attached hereto and made a part hereof, said grant of easement to be recorded herewith at the Middlesex County South Registry of Deeds.

ADOPTED

In City Council  
Order No. 16-  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY

ATTEST:

**Exhibit "A"**

**LEGAL DESCRIPTION**

**Parking Lot Easement Over Land of the City of Marlborough**

An easement, containing 47,787 square feet, more or less, located on a certain parcel of land owned by the City of Marlborough, 140 Main Street, Marlborough, MA and situated at 355 Bolton Street, Marlborough, MA, for the benefit of the tenants of the Bolton Street Senior Housing located at 397 Bolton Street, Marlborough, MA for the purposes of parking and a shed, being more particularly bounded and described as follows:

Beginning at a point, along the southerly property line at 397 Bolton Street. 224.11± feet from the southwesterly corner of the property at its intersection with Bolton Street,

thence continuing in a southerly direction and along a line parallel to and offset 25-foot west of the easterly property line for 397 Bolton Street for a distance of 10.35± feet to a point,

thence turning and running in an easterly direction along a line parallel to and offset 10-foot south of the property line for 397 Bolton Street for a distance of 72.49± feet to a point,

thence turning and running in a northerly direction along a line parallel to and offset 45-feet east of the property line for 397 Bolton Street for a distance of 10.35± feet to a point,

thence turning and running in an easterly direction along an extension of the southerly property line of 397 Bolton Street for a distance of 283.36± feet to the rear (easterly) property line of the land owned by the City of Marlborough at 355 Bolton Street (the current location of the Marlborough Police Department),

thence turning and running in a northerly direction along the easterly property line of the land owned by the City of Marlborough at 355 Bolton Street (the current location of the Marlborough Police Department), three courses, a distance totaling 111.94± feet to the northeast corner of that property,

thence turning and running in a westerly direction along the northerly property line of the land owned by the City of Marlborough at 355 Bolton Street (the current location of the Marlborough Police Department), a distance of 294.87 feet to the northeast property corner of the property at 397 Bolton Street,

thence turning and running in a southerly direction along the easterly property line for 397 Bolton Street for a distance of 200.00 feet to the southeast corner of the property at 397 Bolton Street,

thence turning and running in a westerly direction along the southerly property line for 397 Bolton Street, for a distance of 25.89± feet to the point of beginning.

## QUITCLAIM DEED

The Marlborough Community Development Authority, an operating agency and an urban renewal agency within the meaning of M.G.L. c. 121B, an economic development and industrial corporation within the meaning of M.G.L. c. 121C, and a housing authority within the meaning of M.G.L. c. 121B, created by c. 327 of the Acts of 1979, as amended by c. 380 of the Acts of 2004 and c. 395 of the Acts of 2008, having an address at 250 Main Street, Marlborough, Massachusetts 01752 ("Grantor"), for consideration paid of one and 00/100 dollar (\$1.00), grants to the City of Marlborough, a Massachusetts municipal corporation having an address at 140 Main Street, Marlborough, Massachusetts 01752 ("Grantee"),

*with quitclaim covenants*

all right, title and interest in the Grantor in and to the fee in the land in said Marlborough, Middlesex County, Massachusetts, with the improvements thereon, situated on the southerly side of Witherbee Street, bounded and described as follows:

Beginning at a point on the southerly side of Witherbee Street and at land now or formerly of Melvin C. Nott, thence westerly along the southerly side of said street fourteen (14) inches, more or less, to land now or formerly of Helen E. Rice; thence running southerly along the course of an old iron fence by said last mentioned land seventy and 3/10 (70.3) feet to land now or formerly of John L. Stone; thence turning and running easterly along said last mentioned land fourteen (14) inches, more or less, to said land not or formerly of Melvin C. Nott; thence northerly by said last mentioned land seventy and 3/10 (70.3) feet to the point of the beginning;

Also another parcel of land in said Marlborough situated on the southerly side of Witherbee Street, abutting the above described premises on the east, bounded and described as follows: Beginning at the northwesterly corner thereof at a point on the southerly side of Witherbee Street and at land now or formerly of John L. Stone, thence southerly by said last mentioned land seventy (70) feet to land of the City of Marlborough; thence easterly by said last mentioned land seventy-two (72) feet to land now or formerly of Gammage; thence northerly by said last mentioned land seventy (70) feet to said street; thence westerly by said street to the point of beginning.

Containing about five-thousand ninety-six and 52/100 (5,096.52) square feet, or 0.117 acres, more or less. Said parcel of land is also known as 20 Witherbee Street, Marlborough, MA and shown on the Assessor's Map of the City of Marlborough as Map 69, Parcel 236.

Said parcel conveyed subject to and with the benefits of easements, rights, restrictions, and agreements of record, if there are any, insofar as the same are now in force and applicable.

The conveyance does not constitute a sale of all or substantially all of the assets of the Marlborough Community Development Authority, and is made in the ordinary course of business pursuant to the vote of May 30, 2013 of the Marlborough Community Development Authority.

For Grantor's title, see the deed recorded with the South Middlesex County Registry of Deeds, Book 53208, Page 549.

Pursuant to M.G.L. c. 64D, § 1, no tax stamps are due in connection with this municipal transaction.

IN WITNESS WHEREOF, the Marlborough Community Development Authority has caused these presents to be executed, acknowledged and delivered as a sealed instrument in its name and behalf by Arthur G. Vigeant, its Chairman and Mayor of the City of Marlborough, hereunto duly authorized, this \_\_\_\_ day of \_\_\_\_\_, 201\_\_.

Marlborough Community Development Authority  
By Its Chairman,

\_\_\_\_\_  
Arthur G. Vigeant  
Mayor, City of Marlborough

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 2016, before me, the undersigned notary public, personally appeared Arthur G. Vigeant, as Chairman of the Marlborough Community Development Authority and Mayor for the City of Marlborough, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

## GRANT OF EASEMENT

The City of Marlborough, a Massachusetts municipal corporation having an address at 140 Main Street, Marlborough, MA 01752 ("Grantor"), for consideration paid of one and 00/100 dollar (\$1.00), grants to the Marlborough Community Development Authority, an operating agency and an urban renewal agency within the meaning of M.G.L. c. 121B, an economic development and industrial corporation within the meaning of M.G.L. c. 121C, and a housing authority within the meaning of M.G.L. c. 121B, created by c. 327 of the Acts of 1979, as amended by c. 380 of the Acts of 2004 and c. 395 of the Acts of 2008, having an address at 250 Main Street, Marlborough, Massachusetts 01752 ("Grantee"),

*with quitclaim covenants,*

a permanent easement for the purposes of parking by residents of the Bolton Street Senior Housing, 397 Bolton Street, Marlborough MA, including the right and easement to park vehicles, to maintain, remove, repair and replace the shed presently located thereupon, and to enter upon, pass and repass, excavate, locate, erect, construct, reconstruct, repair, replace, maintain, operate, and inspect pavement, structures, utilities, fixtures and appurtenances for said parking purposes, on, over, under and across land of the City of Marlborough, consisting of forty-seven thousand seven-hundred and eighty-seven (47,787) square feet, or 1.09 acres, more or less, being a certain portion of the parcel of land of the City of Marlborough located at 355 Bolton Street, Marlborough, MA, which parcel of land is shown on the Assessor's Map of the City of Marlborough as Map 43, Parcel 88, exclusive of the municipal sewer system located under said land and appurtenances thereto located under and on said land, including but not limited to castings, said certain portion of land of which the easement area is comprised being described on Exhibit "A" attached hereto and made a part hereof.

Grantee shall have the right to remove and clear all rocks, trees, brush, shrubs, and limbs which in the opinion of Grantee might interfere with the rights herein granted.

Grantor reserves the right to enter onto, and to pass and repass over, said land for the purposes of excavating, constructing, reconstructing, repairing, replacing, maintaining, operating, inspecting and removing structures, appurtenances and utilities relating to the municipal sewer system which is located under the subject easement and appurtenances thereto located under and on said land, including but not limited to castings, all of which is expressly excluded from this grant of easement. It is expressly understood that Grantor shall repair or replace pavement of the Grantee as may be removed by Grantor for said work to the municipal sewer system.

For Grantor's title, see deed to the City of Marlborough recorded with the Middlesex South District Registry of Deeds in Book 4501, Page 565.

The City of Marlborough grants the above-described easement to the Marlborough Community Development Authority pursuant to an Order adopted by the Marlborough City Council on \_\_\_\_\_, 20\_\_\_\_, a copy of which is recorded herewith.

Pursuant to M.G.L. c. 64D, § 1, no tax stamps are due in connection with this municipal transaction.

Executed as a sealed instrument by an authorized signatory this \_\_\_\_ day of \_\_\_\_\_, 201\_.

City of Marlborough  
By Its Mayor,

\_\_\_\_\_  
Arthur G. Vigeant

COMMONWEALTH OF MASSACHUSETTS

MIDDLESEX, ss.

On this \_\_\_\_\_ day of \_\_\_\_\_, 201\_, before me, the undersigned notary public, personally appeared Arthur G. Vigeant, Mayor for the City of Marlborough, proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

\_\_\_\_\_  
Notary Public:  
My Commission Expires:

**Exhibit "A"**

**LEGAL DESCRIPTION**

**Parking Lot Easement Over Land of the City of Marlborough**

An easement, containing 47,787 square feet, or 1.09 acres, more or less, located on a certain parcel of land owned by the City of Marlborough, 140 Main Street, Marlborough, MA and situated at 355 Bolton Street, Marlborough, MA, for the purposes of parking by residents of the Bolton Street Senior Housing, 397 Bolton Street, Marlborough, MA, and a for a shed presently located thereon, said easement being more particularly bounded and described as follows, excepting therefrom the land beneath which is located the City of Marlborough sewer system and appurtenances thereto located under and on said land, including but not limited to castings:

Beginning at a point, along the southerly property line at 397 Bolton Street. 224.11± feet from the southwesterly corner of the property at its intersection with Bolton Street,

thence continuing in a southerly direction and along a line parallel to and offset 25-foot west of the easterly property line for 397 Bolton Street for a distance of 10.35± feet to a point,

thence turning and running in an easterly direction along a line parallel to and offset 10-foot south of the property line for 397 Bolton Street for a distance of 72.49± feet to a point,

thence turning and running in a northerly direction along a line parallel to and offset 45-feet east of the property line for 397 Bolton Street for a distance of 10.35± feet to a point,

thence turning and running in an easterly direction along an extension of the southerly property line of 397 Bolton Street for a distance of 283.36± feet to the rear (easterly) property line of the land owned by the City of Marlborough at 355 Bolton Street (the current location of the Marlborough Police Department),

thence turning and running in a northerly direction along the easterly property line of the land owned by the City of Marlborough at 355 Bolton Street (the current location of the Marlborough Police Department), three courses, a distance totaling 111.94± feet to the northeast corner of that property,

thence turning and running in a westerly direction along the northerly property line of the land owned by the City of Marlborough at 355 Bolton Street (the current location of the Marlborough Police Department), a distance of 294.87 feet to the northeast property corner of the property at 397 Bolton Street,

thence turning and running in a southerly direction along the easterly property line for 397 Bolton Street for a distance of 200.00 feet to the southeast corner of the property at 397 Bolton Street,

thence turning and running in a westerly direction along the southerly property line for 397 Bolton Street, for a distance of 25.89± feet to the point of beginning.



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 DEC 15 A 7:56

**Marlborough City Council**  
**Michael H. Ossing**  
**City Councilor-at-Large**  
140 Main Street  
Marlborough, Massachusetts 01752  
(508) 460-3711 TDD (508) 460-3610

December 15, 2016

President and Members  
Marlborough City Council  
Marlborough, MA 01752

Subject: Revised City of Marlboro Aggregation Plan

Honorable President Clancy and Councilors:

**Background:**

On November 8, 2006, the City of Marlborough filed with the Department of Public Utilities (DPU) a petition for approval of its Aggregation Plan pursuant to M.G.L. c. 164, § 134. The DPU docketed the City's original petition as D.P.U. 06-102. On March 14, 2007, the DPU issued an Order approving the City's Aggregation Plan, concluding that it was consistent with the requirements established in M.G.L. c. 164, § 134. Under the City's existing Aggregation Plan, the City has established a Community Choice Power Supply Program in which the City aggregates the load of electric consumers located within the City's borders in order to procure competitive supply of electricity for Program participants. Eligible consumers are automatically enrolled in the Program unless they choose to opt-out. The City retained Colonial Power Group, Inc. (CPG) as a consultant to assist in the design, implementation, and administration of the Plan and Program.

**Discussion:**

The purpose of this communication is to inform the Councilors that the revised Aggregation Plan will be submitted for public comment. The reason the Aggregation Plan is being updated is to incorporate lessons learned from the last ten years and to align with DPU requirements. There is no action required by the City Council at this time.

Attachment 1 is the revised Aggregation Plan which remains consistent with the requirements of M.G.L. c. 164, § 134. The revised Plan addresses the required provisions for organizational structure, operations, funding, activating and terminating the Plan, methods for entering and terminating agreements, rate setting and other costs to participants, universal access, equitable treatment of ratepayers, reliability, and rights and responsibilities of participants. The revised Plan, similar to other Community Choice Power Supply Programs administered by CPG, incorporates several innovative features that best address these requirements in the context of the objectives of the City. Pursuant to the DPU's Order in D.P.U. 14-100, *City of Lowell's Revised Municipal Aggregation Plan* (March 2, 2015), the City will distribute the revised Plan for public review prior to submitting it to the DPU.

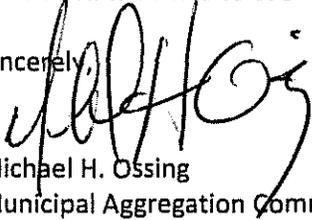
The process for revising the Aggregation Plan is outlined in Section 1 of the Plan and summarized below with anticipated dates for action:

- 1.1 Vote and Authorize to become a Public Aggregator: **Complete November 2006**
- 1.2 Development of Plan in Consultation with DOER: **Complete Revised November 2016**  
**(Attachments 1 & 2)**
- 1.3 Review of Plan by Mayor, City Council and Consumers: **Start December 21, 2016 to January 13, 2017**
- 1.4 Vote by City Council: **February 2017**
- 1.5 Submit Plan to Department of Energy Resources for Consultation: **February 2017**
- 1.6 Submit Plan for Department of Public Utilities: **April/May 2017**
- 1.7 Public Hearing on Revised Plan: **May 2017**
- 1.8 Approval by the Department of Public Utilities: **June/ July 2017**

Based on the above timeline, the revised plan should be approved by the DPU by June/July 2017. Revising the plan has no impact on the current rates that are in place. The Municipal Aggregation Committee will monitor the process to revise the plan and update the Council as necessary.

I will work with CPG to coordinate the process to obtain public review and comment (Attachment 3).

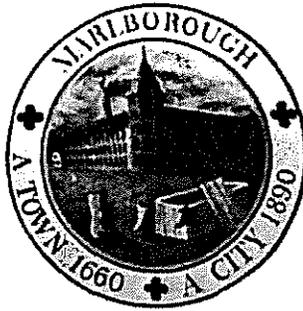
Sincerely,



Michael H. Ossing  
Municipal Aggregation Committee

MO/kb

- Attachment 1: Revised Municipal Aggregation Plan
- Attachment 2: Mark up of current Aggregation Plan
- Attachment 3: Information on Public Review and Comment



---

# **CITY OF MARLBOROUGH COMMUNITY CHOICE POWER SUPPLY PROGRAM**

## **AGGREGATION PLAN**

PREPARED BY

**COLONIAL POWER GROUP, INC.**

---

### **PURPOSE OF THE AGGREGATION PLAN**

The City of Marlborough (“City”) developed this Aggregation Plan (“Plan”) in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the City’s Plan. The Plan has been developed in consultation with an aggregation implementation consultant (“Consultant”), initially Colonial Power Group, Inc. (“CPG”) and the Massachusetts Department of Energy Resources (“DOER”).

The purpose of this Plan is to represent consumer interests in competitive markets for electricity. It seeks to aggregate consumers in the City to negotiate rates for power supply. It brings together the buying power of more than 40,000 consumers. Furthermore, the City seeks to take control of energy prices. Participation is voluntary for each eligible consumer. Eligible consumers have the opportunity to decline service provided through the Plan and to choose any Competitive Supplier they wish. Based on enrollment figures from previous community aggregations, it is anticipated that 97% of the eligible consumers will participate. The City has distributed this Plan for public review prior to submitting it to the Massachusetts Department of Public Utilities (“Department”).

# TABLE OF CONTENTS

1.	The Process of Municipal Aggregation .....	1
2.	Marlborough's Community Choice Power Supply Program	
2.1	Organizational Structure .....	2
2.2	Operational Levels .....	2-4
2.3	Operations .....	4
2.4	Staffing and Manpower.....	4-5
3.	Funding .....	5
4.	Activation and Termination	
4.1	Activation.....	5-9
4.2	Termination.....	9
5.	Methods for Entering and Terminating Agreements .....	10
6.	Rate Setting, Costs, and Billing	
6.1	Rate Setting.....	10-11
6.2	Costs.....	11
6.3	Billing .....	11-12
7.	Universal Access.....	12-13
8.	Equitable Treatment of Ratepayers.....	13
9.	Reliability.....	13
10.	Rights and Responsibilities of Participants	
10.1	Rights .....	14
10.2	Responsibilities .....	14
11.	Benefits of Municipal Aggregation	
11.1	Participation in Competitive Market.....	14
11.2	Selection of Alternate Supplier.....	14
11.3	Indemnification and Risk Associated with Competitive Market .....	14-15
11.4	Renewable Energy Certificates.....	15
11.5	Other Protections .....	15
12.	Requirements Concerning Aggregated Service.....	15

# **REQUIREMENTS FOR MUNICIPAL AGGREGATION**

The Massachusetts Electric Utility Restructuring Act of 1997 (“Restructuring Act”) contains several requirements for municipal aggregators. One requirement is to develop an aggregation plan in consultation with the DOER. The Plan is subject to review by consumers in the participating municipality and approval by the Department.

## **1 THE PROCESS OF MUNICIPAL AGGREGATION**

---

Municipal aggregation involves a multi-step public process as follows:

- 1.1 Vote and Authorization to become a Public Aggregator
- 1.2 Development of Plan in Consultation with DOER
- 1.3 Review of Plan by Mayor, City Council and Consumers
- 1.4 Vote on Plan by City Council
- 1.5 Submission of Plan for Department Approval
- 1.6 Public Hearing on Plan by Department
- 1.7 Selection of Date for Receipt of Price Terms from Competitive Suppliers
- 1.8 Selection of Competitive Supplier by Mayor
- 1.9 Notification of Enrollment for Eligible Consumers
- 1.10 Beginning of Opt-Out Period (30 days prior to first service date)
- 1.11 Transfer of Participating Consumers to Competitive Supplier

In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

## **2 MARLBOROUGH'S COMMUNITY CHOICE POWER SUPPLY PROGRAM**

---

The City offers one program to achieve its goals: Marlborough's Community Choice Power Supply Program ("Program"). The Program provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

The Program is designed to offer competitive choice to eligible consumers and to gain other favorable economic and non-economic terms in service contracts. The City does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the City develops a contract with a Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of contract approval contains checks and balances. Once the contract has been negotiated by the City's Consultant, it must be submitted to the Mayor for approval. And lastly, eligible consumers may opt-out of the Program, and select Basic Service or power supply from any other Competitive Supplier they wish at any time before or following their enrollment in the City's Program. No eligible consumer is required to receive service under the City's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

### **2.1 ORGANIZATIONAL STRUCTURE**

The City's government is led by an eleven person City Council. Daily operations are overseen by a Mayor. City elections are held the first Tuesday in November.

The City Council's eleven members are elected for two-year terms. They meet bi-weekly on Monday evenings at 8:00 P.M. at City Hall. They may also hold other meetings from time to time. The Mayor acts as the City's Chief Executive and the City Council as the Legislative Body, both responsible for the general welfare of the community. Specific powers and responsibilities of the City Council are set forth in the City Charter. The operational role of the City and its Consultant in relation to consumers is outlined and described in the following pages.

### **2.2 OPERATIONAL LEVELS**

There are five operational levels to the City's Program as follows:

#### **2.2.1 Level One: Consumers**

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the City Council who may take positions regarding the Program. They can

participate in local and regional meetings and hearings regarding issues related to restructuring in general and the City's Program in particular. And they can attend meetings to express their views.

Every eligible consumer in the City may participate in the City's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, National Grid ("NGRID"). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the City may also communicate directly with the Competitive Supplier or the Consultant retained by the City to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the City Council.

### **2.2.2 Level Two: City Council**

Based upon its existing authority or authority provided by voters at City elections, the City Council may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the City's Consultant regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the City to address.

### **2.2.3 Level Three: Mayor**

The Mayor carries out the collective decisions and instructions of the City Council and participating consumers.

### **2.2.4 Level Four: Consultant**

As the City's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the City's procurement agent, utilizing its existing staff to solicit services as requested by the City. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

### **2.2.5 Level Five: Competitive Suppliers**

Competitive Suppliers contract with the City through its Mayor. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Mayor. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement (“ESA”) between the City and the Competitive Supplier.

## **2.3 OPERATIONS**

The Program’s operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Mayor, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- provide equal sharing of economic savings based on current electric rates;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

## **2.4 STAFFING AND MANPOWER**

The operations necessary to plan, deliver, and manage the City’s Program include:

- technical analysis;
- competitive procurement of services;
- regulatory approvals;
- accounting and fiscal management;
- contract maintenance;
- communications;
- program coordination; and
- administrative support.

The City intends to utilize the Consultant as the professional, technical, and legal consultant to operate the Program. The City’s current Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions, resolution of contract issues, implementation of the opt-out process for consumers, participation in negotiations with NGRID, preparation of reports as directed, and routine updates and attendance at meetings with the Mayor and City Council.

The Program has been developed on behalf of the City by the Consultant with the support of technical consultants and legal counsel. Once a contract has been secured, the Consultant will administer the Program.

The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Mayor and City Council. The terms and conditions of any contract may be subject to review by the City Solicitor, as well as by any outside legal counsel which may be selected by the City, and may be further subject to the City Solicitor's approval as to legal form.

### **3 FUNDING**

---

Initial funding for the City's Program comes from private capital supplied by the Consultant. The ESA with a Competitive Supplier will include a \$0.001 per kWh adder that will be paid by the Competitive Supplier to the Consultant. The \$0.001 per kWh adder will fund the on-going costs of the Program. The start-up costs, to be borne by the Consultant, include costs for legal representation, public education, and communications. Mailing costs will be borne by the Competitive Supplier.

### **4 ACTIVATION AND TERMINATION**

---

#### **4.1 ACTIVATION**

Following the process of municipal aggregation and competitive procurement of a proposed contract by the City, activation of the Program requires the following steps:

- a) Approval of Plan by Department
- b) Acceptance of ESAs by Mayor
- c) Signing of ESA by Mayor
- d) Notification of Enrollment for Eligible Consumers
- e) Notification of NGRID
- f) Beginning of Opt-Out Period
- g) Transfer of Participating Consumers to Competitive Supplier

Each of these steps is described as follows:

#### **4.1.1 Approval of Plan by Department**

The City, through its Consultant, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

#### **4.1.2 Acceptance of ESAs by Mayor**

All contracts negotiated by the City shall be expressly conditioned upon the acceptance of the contract by the Mayor. Competitive Suppliers and contracts must comply with all applicable laws and rules and regulations promulgated by the Department concerning Competitive Suppliers.

#### **4.1.3 Signing of ESA by Mayor**

With the signing of the contract by the Mayor, the terms and conditions in the contract will be utilized for service for eligible consumers within the municipal boundaries of the City, except for those eligible consumers who have selected a Competitive Supplier prior to the contract activation date and do not wish to switch to service under the City's contract, or those eligible consumers who affirmatively opt-out of the Program.

#### **4.1.4 Notification of Enrollment for Eligible Consumers**

Following approval of the contract by the City, the Competitive Supplier shall undertake notification of all eligible consumers on Basic Service to be enrolled. NGRID will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. NGRID will electronically transmit the name, address and account of eligible consumers and run this data just prior to the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices. The City may also generally notify all consumers receiving competitive service of their eligibility to receive power from the City's Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to NGRID in accordance with the rules and procedures set forth in the Electronic Business Transaction ("EBT") Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of notification, paid for by the Consultant, shall be multi-layered and will include:

- mailings by the City;
- newspaper notices;
- public service announcements (“PSAs”); and
- notices posted in City Hall.

Prior to enrollment, this notification shall:

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service;
- prominently state all charges to be made and a comparison of the price and primary terms of the City’s contract compared to the price and terms of NGRID’s Basic Service;
- explain the opt-out process; and
- provide written notification that no charges associated with the opt-out will be made by the Competitive Supplier.

When a new eligible consumer first moves to the City, the eligible consumer will not be assigned to the City’s Competitive Supplier until the Competitive Supplier submits an “enroll customer” transaction. Prior to such “enroll customer” transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the City by the requesting electronic transmittals on a quarterly basis from NGRID, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

Day 1	Supply contract executed between City and Competitive Supplier
Day 2	Competitive Supplier notifies NGRID to prepare City eligible consumer data
Day 3	Competitive Supplier begins Electronic Data Interchange (“EDI”) testing with NGRID
Day 14	Competitive Supplier receives eligible consumer data from NGRID
Day 18	CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
Day 19	30-day opt-out period begins on date of postmark
Day 21	Eligible consumers receive mail
Days 21-51	Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier

- Day 33 Competitive Supplier completes EDI testing with NGRID
- Day 52 Competitive Supplier removes opt-outs from eligible list
- Day 53 Competitive Supplier sends “supplier enrolls customer” EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than two full business days before the meter read.

Our current Consultant’s experience with previous aggregation programs suggests that the City, Competitive Supplier and NGRID need about two months to complete the consumer notification and enrollment process.

The major procedural steps described above may also be found in NGRID’s Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, as amended or superseded from time to time. These steps were discussed in numerous meetings between the Consultant and NGRID.

The methods by which eligible consumers will be enrolled in the Program are consistent with NGRID’s Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

#### **4.1.5 Notification of NGRID**

Along with notification of eligible consumers, the City shall notify the selected Competitive Supplier and NGRID to begin preparation of the administrative process to transfer eligible consumers coincident with each eligible consumer’s billing cycle. Alternatively, or in combination with the City notification, the selected Competitive Supplier may notify NGRID to begin preparation of the administrative process.

#### **4.1.6 Beginning of Opt-Out Period**

Eligible consumers may opt-out of service from the Program at no charge either in advance of service start up deadlines or at any time after the first day of service. Participating consumers who seek to return to NGRID’s Basic Service should provide notice to the Competitive Supplier and/or NGRID five or more business days before the next scheduled meter read date. Pursuant to NGRID’s Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, participating residential consumers will be transferred to NGRID’s Basic Service in two business days if they directly notify NGRID of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies NGRID of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer’s next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of

generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to NGRID no fewer than two business days prior to the meter read date. There shall be no charge for returning to NGRID's Basic Service in this manner. Further opportunities for eligible consumer opt-out may be negotiated by the City and the Competitive Supplier and included in the terms of the contract presented to the City Council, the Mayor, and made part of the public information offered to each eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

#### **4.1.7 Transfer of Participating Consumers to Competitive Supplier**

The process of activation is an administrative function with three parts:

- a) Data Preparation: NGRID will identify all eligible consumers on Basic Service in the City by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the City's Competitive Supplier coincident with NGRID's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: NGRID shall notify each transferred participating consumer of the change to the City's Competitive Supplier with its last bill for Basic Service.

#### **4.2 TERMINATION**

The Program may be terminated in two ways:

- upon contract termination or expiration without any extension, renewal, or subsequent contract being negotiated; or
- at the decision of the City Council and Mayor to dissolve the Program.

Each participating consumer receiving service under the City's Program will receive notification of termination of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to NGRID's Basic Service or choose a Competitive Supplier. This transfer would occur in coordination with NGRID using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

## **5 METHODS FOR ENTERING AND TERMINATING AGREEMENTS**

---

The City's process for entering, modifying, enforcing, and terminating all agreements associated with the Program shall comply with the requirements of the City's charter, and state and federal laws. Where required, the procedures outlined in M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Mayor is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The City will not use on-bill messaging or bill inserts. However, NGRID may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with NGRID using established EDI protocols.

The City, through its Consultant, will notify NGRID of the planned termination or extension of the program. In particular, the City will provide NGRID notice:

- 90 days prior to a planned termination of the Program;
- 90 days prior to the end of the anticipated term of the Program's ESA; and
- four business days after the successful negotiation of a new electricity service agreement.

## **6 RATE SETTING, COSTS, AND BILLING**

---

The City will offer the Program at rates and terms to be negotiated with Competitive Suppliers. All Competitive Supplier charges to the participating consumer will be fully and prominently disclosed under the notification process.

NGRID shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function. Charges for metering, billing and other distribution services shall be regulated by the Department, unless otherwise provided for in law, or Department rules and regulations.

## **6.1 RATE SETTING**

Under Department orders, NGRID assigns the rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ratepayer's bill. Although the City, or its Consultant, may participate in regulatory proceedings and represent the interests of ratepayers regarding these regulated rates, it will not assign or alter existing rate classifications without the approval of the Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the City, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the participating consumer's bill as the "generation charge."

The competitive bid process will seek prices that will differ among the rate classifications established by NGRID's tariffs. The terms and conditions of service may also vary among rate classifications.

## **6.2 COSTS**

There is no cost to eligible or participating consumers. The Program funding will be derived from a \$0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant.

In addition, the City may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the City.

## **6.3 BILLING**

Participating consumer billing under the City's Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from NGRID that incorporates the power supply charge and NGRID's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges.

The typical residential "complete bill" for use of 600 kWh shows the following charges for NGRID's Basic Service in May 2016:

For Customer With Monthly Usage of 600 kWh		
	Rate (\$/kWh)	Charge
<b>Delivery Services Detail (Rate: R1)</b>		
Customer Charge		4.00
Distribution Charge	0.04182	25.09
Transition Charge	(0.00035)	(0.21)
Transmission Charge	0.02829	16.97
Energy Efficiency Charge	0.01784	10.70
Renewable Energy Charge	0.00050	0.30
Total Delivery Services		\$ 56.85
<b>Supplier Services Detail (Rate: Basic Service)</b>		
Generation Services Charge	0.08042	48.25
Total Supplier Services		\$ 48.25
<b>Average Bill Total</b>		
		\$ 105.10

Sources: [http://www.nationalgridus.com/masselectric/non\\_html/MA\\_Residential\\_Table.pdf](http://www.nationalgridus.com/masselectric/non_html/MA_Residential_Table.pdf)  
[http://www.nationalgridus.com/non\\_html/meco.pdf](http://www.nationalgridus.com/non_html/meco.pdf)

Accessed: May 1, 2016

## 7 UNIVERSAL ACCESS

“Universal access” is a term derived from the traditional regulated utility environment in which all consumers desiring service receive that service. The DOER’s Guide to Municipal Electric Aggregation in Massachusetts has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on Basic Service or the supply service of a Competitive Supplier.” For the purposes of the City’s Program this will mean that all existing consumers within the borders of the City and all new consumers in the City shall be eligible for service from the Competitive Supplier under the terms and conditions of the contract. One of the City’s goals, as indicated in Section 2.3, is to “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis.”

Service under the City’s Program shall include rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local

government. Contracts with all Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all rate classifications.

Eligible existing consumers in the City shall be transferred to the Program unless they have already contracted with a Competitive Supplier or affirmatively opted-out of the Program.

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the Program as well.

New Eligible consumers in the service territory shall be enrolled in the Program unless they already contracted with a Competitive Supplier or affirmatively opted-out of the Program. New Eligible consumers will retain the right to opt-out any time after the commencement of Program service.

## **8      EQUITABLE TREATMENT OF RATEPAYERS**

---

All ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to opt-out of the City's Program as described herein or to switch Competitive Suppliers. The requirement of equitable treatment of all ratepayers does not, however, require that all ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ratepayers with widely disparate characteristics would have the inevitable effect of giving some ratepayers more favorable service than others. The implementation of the Program will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ratepayers.

## **9      RELIABILITY**

---

"Reliability" in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the Program at several levels through:

- provisions of the contract that will include language on reliability of supply, liability and damages provisions;
- traditional proceedings related to NGRID's regulated transmission and distribution services; and
- direct discussions with NGRID concerning specific or general problems related to quality and reliability of transmission and distribution service in the City.

## **10 RIGHTS AND RESPONSIBILITIES OF PARTICIPANTS**

---

### **10.1 RIGHTS**

All participating consumers shall enjoy the protections of law afforded to them as they currently exist or as they may be amended from time to time. These include rights to question billing or service quality or service practices. Under protocols developed by the Department, problems related to billing or service shall be directed to the appropriate parties. All eligible consumers shall also enjoy the individual right to decline participation in the City's Program.

### **10.2 RESPONSIBILITIES**

All participating consumers shall meet all standards and responsibilities required by the Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

## **11 BENEFITS OF MUNICIPAL AGGREGATION**

---

The Program functions under the restrictions of state law and reflects a range of results and opportunities:

### **11.1 PARTICIPATION IN COMPETITIVE MARKET**

Many consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

### **11.2 SELECTION OF ALTERNATE SUPPLIER**

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all eligible consumers have the right to select a Competitive Supplier other than the one chosen by the Mayor.

### **11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET**

In a competitive market, it is possible that the failure of a Competitive Supplier to provide service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The City will seek to

minimize this risk by contracting with reputable Competitive Suppliers who demonstrate reliable service. The City also intends to include conditions in its contract with a Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

#### **11.4 RENEWABLE ENERGY CERTIFICATES**

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard (“RPS”) obligation, the City will solicit bids to supply additional Renewable Energy Certificates (“RECs”) for an optional product. The City will seek RECs from a variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit and price.

The City will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The City will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

#### **11.5 OTHER PROTECTIONS**

The City intends to negotiate a range of provisions in its contracts to enhance participating consumer protection.

### **12 REQUIREMENTS CONCERNING AGGREGATED SERVICE**

---

The City shall comply with the requirements established by law and the rules set forth by the Department concerning aggregated service.

# City of Marlborough



---

## CITY OF MARLBOROUGH COMMUNITY CHOICE POWER SUPPLY PROGRAM

### AGGREGATION PLAN

## *Community Choice Power Supply*

#### For additional information contact:

Brian Murphy  
Colonial Power Group, Inc.  
34 Alan Road  
Marlborough, MA 01752

Telephone: (508) 485-5858  
Fax: (508) 485-5854

### Purpose of the Aggregation Plan

PREPARED BY

COLONIAL POWER GROUP, INC.

---

## PURPOSE OF THE AGGREGATION PLAN

The City of Marlborough ("City") developed this Aggregation Plan ("Plan") in compliance with Massachusetts law regarding public aggregation of electric consumers. It contains required information on the structure, operations, services, funding, and policies of the ~~city's plan~~ City's Plan. The ~~Aggregation Plan~~ Plan has been developed in consultation with an aggregation implementation consultant ("Consultant"), initially Colonial Power Group, Inc. ("CPG") and the ~~Massachusetts Division~~ Department of Energy Resources ("DOER").

The purpose of this ~~aggregation plan~~ Plan is to represent consumer interests in emerging competitive markets for electricity. It seeks to aggregate consumers in ~~Marlborough~~ the City to negotiate the best rates for the power supply of electricity and to advance consumer protection for the residents and businesses of Marlborough. It brings together the buying power of more than ~~14,000 rate paying customers~~ 40,000 consumers. Furthermore, the City seeks to take control of energy prices. Participation is voluntary for each ~~individual~~ eligible consumer. ~~Individual~~ Eligible consumers have the opportunity to decline service provided through the Plan and to choose any ~~electric supplier~~ Competitive Supplier they wish.

Based on enrollment figures from previous community aggregations, it is anticipated that 97% of the eligible consumers will participate. The Plan provides: 1) an option to join together for purchase of power supply at stable rates; 2) an opportunity for professional representation at the state level and in regional or local forums as the electric industry continues in a restructured marketplace.

The ~~City of Marlborough~~ City of Marlborough has distributed this ~~plan~~ Plan for public review prior to submitting it to the Massachusetts Department of Telecommunications and Energy ("DTE" or "Public Utilities Department").

## TABLE OF CONTENTS

<u>1.0</u>	<u>The Process of Municipal Aggregation</u>	<u>1</u>
<u>2.</u>	<u>Marlborough's Community Choice Power Supply Program</u>	
<u>2.0</u>	<u>The 1</u>	<u>Organizational Structure and</u>
<u>2</u>		
<u>2.2</u>	<u>Operational Levels</u>	<u>2-4</u>
<u>2.3</u>	<u>Operations of the City's Plan</u>	<u>4</u>
<u>2.4</u>	<u>Staffing and Manpower</u>	<u>4-5</u>
<u>3.0</u>	<u>Program</u>	<u>Funding</u>
<u>5</u>		
<u>4.0</u>	<u>Activation and Termination of the Power Supply Program</u>	

<del>5.0</del> 4.1	Activation.....	5-9
	4.2 Termination.....	9
5.	Methods for Entering and Terminating Agreements with Other Entities.....	10
<del>6.0</del>	<del>Rate-setting and Other Setting, Costs to Participants, and Billing</del>	
	6.1 Rate Setting.....	10-11
	6.2 Costs.....	11
	6.3 Billing.....	11-12
<del>7.0</del>	<del>Universal Access.....</del>	<del>12-13</del>
<del>8.0</del>	<del>Equitable Treatment of All Classes of Customers/Ratepayers.....</del>	<del>13</del>
<del>9.0</del>	<del>Reliability.....</del>	<del>13</del>
<del>10.0</del>	<del>Rights and Responsibilities of Community Choice Power Supply Program Participants</del>	
	10.1 Rights.....	14
	10.2 Responsibilities.....	14
<del>11.0</del>	<del>The Consequences.....</del> Benefits of Municipal Aggregation	
	11.1 Participation in Competitive Market.....	14
	11.2 Selection of Alternate Supplier.....	14
	11.3 Indemnification and Risk Associated with Competitive Market.....	14-15
	11.4 Renewable Energy Certificates.....	15
	11.5 Other Protections.....	15
<del>12.0</del>	<del>Requirements Established By Law or the Department Concerning Aggregated Service..</del>	<del>15</del>

# REQUIREMENTS FOR MUNICIPAL AGGREGATION

The Massachusetts Electric ~~Industry~~ Utility Restructuring Act of 1997 ("Restructuring Act") contains several requirements for municipal aggregators. One requirement is to develop an ~~Aggregation Plan~~ aggregation plan in consultation with the Massachusetts ~~Division of Energy Resources~~ DOER. The ~~Aggregation Plan~~ is subject to review by ~~citizens~~ consumers in the participating ~~city~~ municipality and approval by the Department ~~of Telecommunications and Energy~~. Under the law [M.G.L. c 164, section 134], there are twelve requirements to be described in the Aggregation Plan.

## 1.0 THE PROCESS OF MUNICIPAL AGGREGATION

---

~~The process of municipal~~

Municipal aggregation involves a multi-step public process as follows:

1.1- Vote of City Council and Authorization to become a Public Aggregator

1.2- Letter \_\_\_\_\_ Development of Authorization signed by Mayor

~~1.3 City representatives participate in Community Choice Power Supply Plan development in~~  
Consultation with DOER

1.4.3 Review of Aggregation Plan by Mayor, City Council and citizens Consumers

1.4 Vote on Plan by City Council

1.5 Submission of Plan for Department Approval

1.6 Public Hearing on Aggregation Plan by Department

~~1.6 Aggregation Plan to city council for acceptance vote, conditioned on DTE approval and final signing~~

1.7 Negotiation of Electric Service Agreements (ESAs), without price terms, with qualified, interested suppliers

1.8 ESAs reviewed by Mayor and City Solicitor

1.9 ESAs approved by City Council

1.10 Aggregation Plan and ESAs submitted to DTE for approval

- ~~1.11 After DTE approval, selection of date to receive price terms from qualified suppliers~~
- ~~1.12 Selection of supplier by Mayor and ratification by City Council~~ Date for Receipt of Price Terms from Competitive Suppliers
- ~~1.13 The City~~<sup>8</sup> Selection of Marlborough shall approve the final supply contract (final signing of ESA Competitive Supplier by Mayor)
- ~~1.14~~<sup>9</sup> Notification of Enrollment for Eligible Consumers of automatic enrollment
- ~~1.15~~<sup>10</sup> Beginning of Opt-out period begins Out Period (30 days prior to first day of service date)
- ~~1.16 Administrative transfer~~
- ~~1.11~~ Transfer of Participating Consumers to new supplier(s) Competitive Supplier
- ~~1.17 File contract and report with state (DTE, DOER, Inspector General) within 15 days of signing contract.~~
- In addition to this process, municipal aggregators must comply with open meeting laws, ethical rules, and certain public bidding and information requirements.

## **2.0 THE ORGANIZATIONAL STRUCTURE AND OPERATIONS OF MARLBOROUGH'S AGGREGATION COMMUNITY CHOICE POWER SUPPLY PROGRAM**

---

~~The City offers one program to achieve its goals. This section will detail how the City will organize the daily operations of the Plan and assign responsibility to each party.~~

~~The City of Marlborough uses a Plan B charter. The Mayor is the Chief Executive Officer of the City. Elected every two years, the Mayor is responsible for overseeing all city departments. The Marlborough City Council is comprised of 11 councilors (four Councilors at large elected city-wide, and seven Ward Councilors). Each Ward Councilor is elected by the voters in his or her particular Ward. City Councilors serve a two year term of office, co-terminus with the Mayor.~~

~~Under Marlborough's Plan B Charter, the City Council serves as the Legislative branch. It is responsible for enacting laws, reviewing the annual operating budget, confirming mayoral appointments, and providing the necessary balance to the actions of the Executive branch of government.~~

Jointly, the Mayor and the City Council are responsible for establishment of the policies and development of the Aggregation. The operational role of the City and its agent in relation to consumers is outlined and described in the following pages.

There are six operational levels to the City's Community Choice Power Supply Program as described in section 2.1.

# City of Marlborough

## Aggregation Plan

### Operational Outline

#### **2.1 Description of Operational Levels**

##### Level One: Consumers

Citizens and Marlborough consumers hold the ultimate authority over the aggregation and its functions. They can elect candidates for Mayor and City Council who may take positions regarding the aggregation. They can express their views to their local Ward Councilor. They can participate in local and regional meetings and hearings regarding issues related to restructuring in general and the aggregation of Marlborough in particular. And they can attend meetings to express their views. (Also see Consumer buying power at Level Six below.)

##### Level Two: City Council

Based upon its existing authority, or authority provided by voters at city elections, the City Council may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the city's agent regarding specific policy or program decisions to be made under the aggregation plan. It may also raise issues directed to it by consumers for the City to address.

##### Level Three: Mayor's Office ("

~~The Mayor carries out the collective decisions and instructions of the City Council and consumers.~~

#### ~~Level Four: Colonial Power Group, Inc. (CPG)~~

~~As the agent for the City, CPG provides the day-to-day management and supervision of the business affairs of the aggregation under a Contract Agreement. CPG serves as the City's procurement agent, utilizing its existing staff to solicit services as requested by the City. In addition, CPG provides office and meeting space and administrative support to coordinate the aggregation's operations. This administrative support includes: 1) communications; 2) program development; 3) record keeping; 4) oversight of program administrators and professional consultants who assist in service procurement and contract oversight and maintenance.~~

#### ~~Level Five: Service Suppliers~~

~~Power suppliers contract with Marlborough through its Mayor and City Council. The power supply program is negotiated, recommended, and monitored for compliance by CPG. No power supply contract is binding until approved by the Mayor and City Council.~~

#### ~~Level Six: Consumers~~

~~Every Eligible Consumer in Marlborough may participate in the City's aggregation program. All Eligible Consumers will also have the ability to decline supply service through the Competitive Supplier and choose any other power supply option they wish. Consumers who are dissatisfied with services provided under contracts negotiated by the City may also communicate directly with the Supplier or CPG in an effort to alter or otherwise improve service. Consumers may also bring issues before the City Council. (See Level One above.)~~

## ~~2.2 Program Operations~~

~~The plan's operations are guided by the provisions and goals contained in City Council Order Nos. 02-04-9735B and 05-100904, and the instructions and decisions of the Mayor's office, CPG, and consumers.~~

~~The goals of this aggregation plan are:~~

- ~~1) To provide the basis for aggregation of consumers on a non-discriminatory basis;~~
- ~~2) To provide stability for the market rate for electricity supply;~~
- ~~3) To acquire the best market rate for electricity supply and transparent pricing;~~
- ~~4) To provide equal sharing of economic savings based on current electric rates and/or cost-of-service rate making approved by the Department of Telecommunications and Energy;~~

- 5) To provide and enhance consumer protection and options for service under contract provisions and to allow those consumers who choose not to participate to opt-out;
- 6) To encourage environmental protection through contract provisions;
- 7) To provide full public accountability to consumers; and
- 8) To utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

### **2.3 Programs of the Plan**

The City offers one program to achieve its goals: the City of Marlborough Community Choice Power Supply Program. In addition, the Plan provides professional representation on behalf of consumers in state proceedings and in regional or local forums to protect consumer interests in an evolving marketplace.

#### **2.3.1 City of Marlborough Community Choice Power Supply Program**

The Community Choice Power Supply Program is designed to stabilize and/or reduce the amount offered competitive choice to eligible consumers pay for electric energy, and to gain other favorable economic and non-economic terms in service contracts. The City does not buy and resell power, but represents consumer interests to set the terms for service. Through a competitive bid and negotiation process, the City develops a contract with a power supplier Competitive Supplier for firm, all-requirements service. The contract runs for a fixed term. The process of supply contract approval contains checks and balances. Once the contract has been negotiated by the City's agent Consultant, it must be submitted to the City Council and Mayor for approval. It must also be submitted to the Massachusetts Department of Telecommunications and Energy for approval. And lastly, individual eligible consumers may opt-out of the program Program, and select Basic Service from National Grid or power supply from any other supplier Competitive Supplier they wish at any time any time before or following their enrollment in the City's Community Choice Power Supply Program (See section 4.1.7 for more detailed information on the opt-out process.) Program. No individual eligible consumer is required to receive service under the City's contract. [See Section 4.1.6 for detailed information on the opt-out process.]

#### **2.3.2 Professional Representation**

As the electric industry continues

## **2.1 ORGANIZATIONAL STRUCTURE**

The City's government is led by an eleven person City Council. Daily operations are overseen by a Mayor. City elections are held the first Tuesday in its transition, it is essential November.

The City Council's eleven members are elected for Marlborough two-year terms. They meet bi-weekly on Monday evenings at 8:00 P.M. at City Hall. They may also hold other meetings from time to time. The Mayor acts as the City's Chief Executive and the City Council as the Legislative Body, both responsible for the general welfare of the community. Specific powers and responsibilities of the City Council are set forth in the City Charter. The operational role of the City and its Consultant in relation to consumers to have technical is outlined and legal support to represent their interests described in selected state proceedings, the following pages.

## **2.2 OPERATIONAL LEVELS**

There are five operational levels to the City's Program as follows:

### **2.2.1 Level One: Consumers**

Consumers hold the ultimate authority over the Program and its functions. They can elect candidates for the City Council who may take positions regarding the Program. They can participate in local and regional meetings and hearings regarding issues related to restructuring in general and the City's Program in particular. And they can attend meetings to express their views.

Every negotiations eligible consumer in the City may participate in the City's Program. All eligible consumers will also have the ability to decline service through the Competitive Supplier and choose any other power supply option they wish or remain with the Local Distributor, National Grid ("NGRID"). Eligible consumers who are dissatisfied with services provided under the contract negotiated by the City may also communicate directly with the Competitive Supplier or the Consultant retained by the City to assist with the implementation of the Plan via e-mail or toll-free telephone number in an effort to alter or otherwise improve service. Eligible consumers may also opt-out at any time by contacting the Competitive Supplier. Eligible consumers may also bring issues before the City Council.

### **2.2.2 Level Two: City Council**

Based upon its existing authority or authority provided by voters at City elections, the City Council may act on program and policy issues and contract recommendations. In addition, it may provide instructions to the City's Consultant regarding specific policy or program decisions to be made under the Program. It may also raise issues directed to it by consumers for the City to address.

### **2.2.3 Level Three: Mavor**

The Mayor carries out the collective decisions and instructions of the City Council and participating consumers.

#### **2.2.4 Level Four: Consultant**

As the City's agent, the Consultant shall provide the day-to-day management and supervision of the business affairs of the Program under a contract agreement. The Consultant shall serve as the City's procurement agent, utilizing its existing staff to solicit services as requested by the City. In addition, the Consultant provides office space and administrative support to coordinate the Program's operations.

This administrative support includes:

- communications;
- program development;
- recordkeeping; and
- program oversight and maintenance.

#### **2.2.5 Level Five: Competitive Suppliers:**

Competitive Suppliers contract with the City through its Mayor. The contract is negotiated, recommended, and monitored for compliance by the Consultant. No contract is binding until it is approved by the Mayor. The complete set of Competitive Supplier responsibilities is found in the Electric Service Agreement ("ESA") between the City and the Competitive Supplier.

### **2.3 OPERATIONS**

The Program's operations are guided by the provisions and goals contained in this Plan and the instructions and decisions of the Mayor, the Consultant, and participating consumers.

The goals of this Plan are as follows:

- provide the basis for aggregation of eligible consumers on a non-discriminatory basis;
- acquire a market rate for power supply and transparent pricing;
- provide equal sharing of economic savings based on current electric rates;
- allow those eligible consumers who choose not to participate to opt-out;
- provide full public accountability to participating consumers; and
- utilize municipal and other powers and authorities that constitute basic consumer protection to achieve these goals.

## ~~2.4 Staffing and Manpower for Programs~~

### 2.4 STAFFING AND MANPOWER

The operations necessary to plan, deliver, and manage the City's ~~program~~Program include: 1)

- technical analysis; 2)
- competitive procurement of services; 3)
- regulatory approvals; 4)
- accounting and fiscal management; 5)
- contract maintenance; 6)
- communications; 7)
- program coordination; and; 8)
- administrative support for the Community Choice Power Supply Program.

The City intends to utilize ~~CPG~~the Consultant as the professional, technical, and legal ~~consultants~~consultant to operate the ~~program.~~ At no cost to the City, CPG~~Program.~~ The City's current Consultant is a licensed broker of electricity in Massachusetts (EB-107). The Consultant has experience designing, implementing and administering opt-out municipal aggregation programs.

The Consultant will be responsible for monitoring all aspects of the ~~aggregation plan~~Program and any resulting contractual agreements, including but not limited to: monitoring and reporting on compliance with all contract terms and conditions; resolution of contract issues; implementation of the "opt-out" process for ~~customers;~~consumers, participation in negotiations with the distribution company serving the City as it relates to the implementation of the ~~Aggregation Plan;~~ NGRID, preparation of reports on the ~~Aggregation Plan,~~ as directed; and routine updates and attendance at meetings with the Mayor and City Council.

~~The Community Choice Power Supply~~The Program has been developed on behalf of the City by ~~CPG~~the Consultant with the support of technical consultants and legal counsel. Once a contract for power supply has been secured by ~~CPG,~~ CPG will use technical consultants and legal counsel to the Consultant will administer the Community Choice Power Supply Program at no cost to the City~~Program.~~

~~At no cost to the City, CPG will use technical and legal advisers to~~ The Consultant will undertake negotiations with Competitive Suppliers and provide representation at the state level, as needed, at the direction of the Mayor and City Council. ~~The terms and conditions of any contract for power supply are~~may be subject to review by the City Solicitor, as well as by any outside legal counsel

which may be selected by the City, and ~~are~~ may be further subject to the City Solicitor's approval as to legal form.

### 3.0 PROGRAM FUNDING

---

Initial funding for ~~the~~ City's ~~Community Choice Power Supply Program~~ comes from private capital supplied by ~~Colonial Power Group, Inc (CPG)~~ the Consultant. The ~~Electric Supply Agreement~~ ESA with a Competitive Supplier will include a ~~maximum of \$0.001/ per kWh~~ adder that will be paid by the Competitive Supplier to ~~CPG~~ the Consultant. The ~~\$0.001/ per kWh~~ maximum adder will fund the on-going costs of the ~~Community Choice Power Supply Program~~. The start-up costs, to be borne by ~~CPG~~ the Consultant, include costs for legal representation, public education, and communications, ~~and mailing~~. Mailing costs ~~will be borne by the Competitive Supplier~~.

### 4.0 ACTIVATION AND TERMINATION OF THE POWER SUPPLY PROGRAM

---

#### 4.1 Activation of the Community Choice Power Supply Program

#### 4.1 ACTIVATION

Following the process of municipal aggregation and competitive procurement of a proposed contract by the City of Marlborough, activation of the ~~Community Choice Power Supply Program~~ requires ~~six~~ the following steps:

4)

a) Approval of Plan by Department

a)b) Acceptance of the supply contract by the City Council and ESAs by Mayor of Marlborough pending DTE approval.

2) DTE approval of the supply contract and plan.

b)c) 3) City of Marlborough approval of the final supply contract (final signing Signing of ESA by Mayor).

e)d) 4) Notification of Enrollment for Eligible Consumers of pending automatic enrollment in the Community Choice Power Supply Program.

5) Automatic enrollment of all Eligible Consumers (excluding those who opt out prior to service start-up deadlines), and voluntary enrollment of those receiving competitive supply from another provider that they wish to terminate.

- e) ~~6) Activation Notification of NGRID~~
- f) Beginning of Opt-Out Period
- d)g) Transfer of Participating Consumers' service on billing cycle dates. Consumers to Competitive Supplier

Each of these steps is described below as follows:

#### **4.1.1 Approval of Plan by Department**

The City, through its Consultant, shall file this Plan with the Department. The Department is required to hold a public hearing on the Plan.

#### **4.1.1-2 Acceptance of the Contract By City Council and ESAs by Mayor**

All power supply contracts negotiated by the City shall be expressly conditioned upon the acceptance of the contract by the City Council and Mayor and approval of the Department of Telecommunications and Energy. Competitive Suppliers and power supply contracts must comply with all applicable laws and rules and regulations promulgated by the Department of Telecommunications and Energy concerning competitive suppliers. A final signing of the contract by the Mayor will be delayed until approval of the contract is provided by the Department of Telecommunications and Energy concerning Competitive Suppliers.

#### **4.1.2 DTE Approval of Power Supply Contract and Plan**

The City shall file its certificate of vote, the contract and aggregation plan with the Department of Telecommunications and Energy. The DTE is required to hold a public hearing on the plan.

#### **4.1.3- Signing of Power Supply Contract ESA by the City Council and Mayor**

Following the approval of the Department of Telecommunications and Energy, the City Council and Mayor may sign or reject the contract.

With the signing of the contract by the City Council and Mayor, the terms and conditions in the contract will be utilized for service for Eligible Consumers—eligible consumers within the municipal boundaries of Marlborough the City, except for those eligible consumers who have selected a competitive supplier Competitive Supplier prior to the contract activation date and do not wish to switch to service under the City's contract, or those eligible consumers who affirmatively opt-out of the program. In addition, all Eligible Consumers relocating to the area will be enrolled in the City's Community Choice Power Supply Program one month after their delivery account is set up with National Grid, unless they choose another supplier, or opt out following activation of service.

The City shall file with the DTE, DOER, and Inspector General, within 15 days of signing by the City Council and Mayor, the signed power supply contract and a report detailing the process used to execute the contract.

#### 4.1.4.1.4 Notification of Enrollment for Eligible Consumers

Following approval of the contract by the ~~DTE~~City, the Competitive Supplier shall undertake notification of all Eligible Consumers~~eligible consumers~~ on Basic Service to be enrolled. NGRID will inform the Competitive Supplier and the Consultant as to which consumers are on Basic Service and which consumers are receiving power from third-party suppliers. NGRID will electronically transmit the name, address and account of eligible consumers and run this data just prior to enrollment.~~the meter read at which the change to the Competitive Supplier is set to occur to ensure that no consumers contracted with third-party suppliers are enrolled. Only current Basic Service consumers will be sent opt-out notices.~~ The City may also generally notify all consumers receiving competitive service in ~~Marlborough~~ of their eligibility to receive power from the City's ~~supplier.~~ Competitive Supplier. Once the appropriate notification has been provided to the eligible consumer and applicable opt-out requirements met, the Competitive Supplier will electronically enroll the eligible consumer by submitting an "enroll customer" transaction to NGRID in accordance with the rules and procedures set forth in the Electronic Business Transaction ("EBT") Working Group Report, which is applicable to all Competitive Suppliers and distribution companies in Massachusetts.

The process of ~~Notification~~notification, paid for by the Consultant, shall be multi-layered: ~~1) a mailing to be mailed and will include:~~

- mailings by the Supplier; ~~2) City;~~
- newspaper notices; ~~3)~~
- public service announcements; ~~4) posting of ("PSAs"); and~~
- notices posted in City Hall. ~~National Grid reserves the right to include bill messages pertaining to the Community Choice Power Supply Program. All notification expenses shall be borne by the Supplier.~~

Prior to enrollment, this notification shall: ~~1)~~

- inform eligible consumers they have the right to opt-out of the aggregated entity without penalty and choose Basic Service at any time before or after their first day of service; ~~2)~~

- prominently state all charges to be made and a comparison of the price and primary terms of the City's contract compared to the price and terms of National Grid's Basic Service; 3) explain how to opt-out; 4) provide written notification if any charges associated with the opt-out will be made by the Supplier. NGRID's Basic Service;

• 4.1.5 Notification of National Grid explain the opt-out process; and  
provide written

- Along with notification of Eligible Consumers in the City of Marlborough, that no charges associated with the City shall notify opt-out will be made by the selected Competitive Supplier,

When a new eligible consumer first moves to the City, the eligible consumer will not be assigned to the City's Competitive Supplier until the Competitive Supplier submits an "enroll customer" transaction. Prior to such "enroll customer" transaction, the eligible consumer shall receive Basic Service. The Competitive Supplier is responsible for including new eligible consumers in the Program as they move into the City by the requesting electronic transmittals on a quarterly basis from NGRID, notifying and enrolling per the procedures followed for the initial enrollment.

The approximate timing of the major procedural steps related to the notification of consumers is as follows:

- Day 1 Supply contract executed between City and Competitive Supplier
- Day 2 Competitive Supplier notifies NGRID to prepare City eligible consumer data
- Day 3 Competitive Supplier begins Electronic Data Interchange ("EDI") testing with NGRID
- Day 14 Competitive Supplier receives eligible consumer data from NGRID
- Day 18 CPG and/or Competitive Supplier mails opt-out notice to all eligible consumers
- Day 19 30-day opt-out period begins on date of postmark
- Day 21 Eligible consumers receive mail
- Days 21-51 Consumers wishing to opt-out return reply card in pre-paid envelope to Competitive Supplier
- Day 33 Competitive Supplier completes EDI testing with NGRID
- Day 52 Competitive Supplier removes opt-outs from eligible list
- Day 53 Competitive Supplier sends "supplier enrolls customer" EDI for all participating consumers

Participating consumers are enrolled with supplier on the next meter read, provided that the enrollment transaction is submitted no fewer than two full business days before the meter read.

Our current Consultant's experience with previous aggregation programs suggests that the City, Competitive Supplier and NGRID need about two months to complete the consumer notification and enrollment process.

The major procedural steps described above may also be found in NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, as amended or superseded from time to time. These steps were discussed in numerous meetings between the Consultant and NGRID.

The methods by which eligible consumers will be enrolled in the Program are consistent with NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

#### **4.1.5 Notification of NGRID**

Along with ~~and National Grid~~ notification of eligible consumers, the City shall notify the selected Competitive Supplier and NGRID to begin preparation of the administrative process to transfer ~~Eligible Consumers~~ eligible consumers coincident with each customer's ~~eligible consumer's~~ billing cycle. Alternatively, or in combination with the City notification, the selected Competitive Supplier may notify ~~National Grid~~ NGRID to begin preparation of the administrative process.

#### **4.1.6 Activation Beginning of Customer Service**

~~The process of activation is an administrative function with three parts: 1) Data preparation: National Grid will identify all customers on Basic Service in Marlborough by eliminating those customers who have already selected a competitive supplier; 2) Automatic Enrollment: All verified customers shall be transferred to the City's supplier coincident with National Grid's billing periods, unless they have previously sent in notification of their intent to opt out according to established deadlines. Eligible Consumers will be enrolled with the new supplier over the period of one month. National Grid shall notify each transferred consumer of the change to the City's supplier with its last bill for Basic Service. Service under the new supplier shall begin at the start of the billing period following transfer.~~

#### **4.1.7 Customer Opt-Out Period**

Eligible Consumers ~~consumers~~ may opt-out of service from the City's ~~Community Choice Power Supply Program~~ at no charge either in advance of service start up deadlines or at ~~anytime~~ any time after the first day of service. ~~Customers~~ Participating consumers who seek to return to NGRID's Basic Service should provide notice to the ~~supplier~~ Competitive Supplier and/or National Grid ~~NGRID~~ five (5) or more business days before the next scheduled meter read date. ~~Participating Residential customers will be transferred to Basic Service in two (2) business days. Participating Commercial and Industrial customers~~ Pursuant to NGRID's Terms and Conditions for Municipal Aggregators, M.D.P.U. No. 1202, participating residential consumers will be transferred to

NGRID's Basic Service after their next meter read date provided the meter read date is at least in two (2) business days after National Grid is notified of the transfer if they directly notify NGRID of the intent to terminate generation service from the Competitive Supplier. If a commercial or industrial consumer directly notifies NGRID of the choice to terminate generation service from the Competitive Supplier, the generation service shall be terminated on the date of the customer's next scheduled meter read. If a residential, commercial, or industrial customer notifies the Competitive Supplier of the choice to terminate receipt of generation service, the termination shall take place on the date of the customer's next scheduled meter read, so long as the Competitive Supplier has submitted the transaction to NGRID no fewer than two business days prior to the meter read date. There shall be no charge for returning to NGRID's Basic Service in this manner. Further opportunities for customer eligible consumer opt-out may be negotiated by the City and the competitive power supplier Competitive Supplier and included in the terms of the contract presented to the DTE, the City Council, the Mayor, and made part of the public information offered to each consumer. eligible consumer. Eligible consumers who opt-out and subsequently wish to enroll may be enrolled at the Competitive Supplier's discretion and pursuant to NGRID's Terms and Conditions for Competitive Suppliers, M.D.P.U. No. 1201, as amended or superseded from time to time.

#### 4.2 Termination 1.7 Transfer of Participating Consumers to Competitive Supplier

The process of activation is an administrative function with three parts:

- a) Data Preparation: NGRID will identify all eligible consumers on Basic Service in the Power Supply City by eliminating those who have already selected a Competitive Supplier.
- b) Automatic Enrollment: All verified eligible consumers shall be transferred to the City's Competitive Supplier coincident with NGRID's billing periods, unless they have previously sent in notification of their intent to opt-out according to established deadlines. Eligible consumers will be enrolled with the new Competitive Supplier over the period of one month. Service under the new Competitive Supplier shall begin at the start of the billing period following transfer.
- c) Notification: NGRID shall notify each transferred participating consumer of the change to the City's Competitive Supplier with its last bill for Basic Service.

#### 4.2 TERMINATION

The Program

The Community Choice Power Supply program may be terminated in two ways:

1) Upon the

- upon contract termination or expiration of the power supply contract without any extension, renewal, or subsequent supply contract being negotiated; or
- 2) At the decision of the City Council and Mayor to dissolve the Community Choice Power Supply Program.

Each individual customer participating consumer receiving power supply service under the City's Community Choice Power Supply Program will receive notification of termination of the program ninety (90) days prior to such termination. of the Program 90 days prior to such termination.

In the event of contract termination, participating consumers would return to National Grid's NGRID's Basic Service or choose a competitive supplier Competitive Supplier. This transfer would occur in coordination with NGRID using established EDI protocols and in accordance with the rules and procedures set forth in the EBT Working Group Report.

## **5.0\_\_METHODS FOR ENTERING AND TERMINATING AGREEMENTS WITH OTHER ENTITIES**

---

The City's process for entering, modifying, enforcing, and terminating all agreements associated with the aggregation Program shall comply with the requirements of the City's charter, and state and federal laws. Where required, the procedures outlined in MGL Chapter M.G.L. c. 30B shall be followed. Other agreements shall be entered, modified, or terminated in compliance with the law and according to the express provisions of the relevant agreement.

Prior to the end of the initial ESA, the Consultant will be responsible for conducting a subsequent bidding process for a new ESA. The Mayor is responsible for executing a new ESA. Customers will be notified through press releases and public notices. New opt-out notices will not be mailed. The City will not use on-bill messaging or bill inserts. However, NGRID may include on-bill messaging notifying consumers of a supplier switch. The transfer of customers from the existing supplier to the new supplier is conducted by the new supplier in coordination with NGRID using established EDI protocols.

The City, through its Consultant, will notify NGRID of the planned termination or extension of the program. In particular, the City will provide NGRID notice:

- 90 days prior to a planned termination of the Program;
- 90 days prior to the end of the anticipated term of the Program's ESA; and
- four business days after the successful negotiation of a new electricity service agreement.

## **6.0\_\_RATE\_SETTING AND OTHER COSTS TO PARTICIPANTS, AND BILLING**

---

The City of Marlborough will offer the ~~Community Choice Power Supply Program~~ at rates and terms to be negotiated with ~~competitive power suppliers~~. Competitive Suppliers. All ~~supplier~~ Competitive Supplier charges to the ~~customer~~ participating consumer will be fully and prominently disclosed under the notification process.

~~National Grid~~

NGRID shall continue to provide metering, billing, and maintenance of the distribution system as a regulated monopoly function ~~until such time as the Massachusetts Department of Telecommunications and Energy (DTE) determines it is in the interest of consumers for these services to be provided differently.~~ Charges for metering, billing and other distribution services shall be regulated by the ~~DTE~~ Department, unless otherwise provided for in law, or ~~DTE~~ Department rules and regulations.

## **6.1 Rates and Rate-setting**

### **6.1 RATE SETTING**

Under ~~DTE~~ Department orders, the ~~local distribution company~~ NGRID assigns the ~~customer~~ rate classification and corresponding character of service and associated regulated rates. These rates include a monthly customer charge, a distribution charge, a transmission charge, a transition charge, an energy conservation charge, and a renewable energy charge that currently make up a portion of a ~~customer~~ ratepayer's bill. (See sample bill in section 6.3 below.) Although the City, or its ~~agent~~, shall Consultant, may participate in regulatory proceedings and represent the interests of ~~consumers~~ ratepayers regarding these regulated rates, it will not assign or alter existing ~~customer~~ rate classifications without the approval of the ~~DTE~~ Department. [See Section 6.3 for an example of a typical residential bill.]

The focus of the City, as noted above, will be acquisition of competitive prices and terms for power supply. This price, or prices, will be set through the competitive bid and negotiation process, and will be noted on the ~~consumer~~ participating consumer's bill as the "generation charge." ~~As noted earlier, the price in the contract will be subject to DTE examination and approval, as well as approval by the City Council and Mayor.~~

It is anticipated that the

~~The competitive bid process will seek prices that will differ among the customer rate classifications established by the local distribution company's NGRID's tariffs. The terms and conditions of service may also vary among customer rate classifications. The City retains the right~~

## 6.2 COSTS

~~There is no cost to reject some eligible or all of the bids received for any and all customer classifications participating consumers. The Program funding will be derived from a \$0.001 per kWh commission fee payable by the Competitive Supplier to the Consultant.~~

~~In order to address the concern that the extended period during which customers are allowed to opt out of the Program will increase prices to medium and large commercial and industrial ("C&I") customer classifications, the Program may solicit bids for those customer classifications that include two prices. The first may reflect the price pursuant to which medium and large C&I customers will take service while retaining their full right to opt out of the Program as provided by Massachusetts law. The second may reflect the price pursuant to which medium and large C&I customers will take service subject to a limitation of their right to leave the Program, likely in the form of a termination fee. Customers in these rate classifications may be allowed to choose between these two price options before service commences under the Program.~~

### ~~6.2 Other Costs to Consumers~~

~~Community Choice Power Supply Program funding will be derived from a maximum of \$0.001/kWh commission fee payable by the Supplier to Colonial Power Group, Inc. Department of Telecommunications and Energy approval of such a charge would be sought to the extent that such approval is required.~~

~~In addition, the City may fund personnel costs associated with an Energy Manager position(s), of which one of the responsibilities would be to assist with the Aggregation Program, through an Operational Adder payable by the Competitive Supplier to the City.~~

## ~~6.3 Customer Billing~~ BILLING

### ~~Customer billings~~

~~Participating consumer billing under the City's Community Choice Power Supply Program will be made by the Competitive Supplier under contract and shall be incorporated into the standard monthly utility billing. Participating consumers will receive a "complete bill" from NGRID that incorporates the power supply charge and NGRID's delivery charges. The bill shall include a clear delineation of all regulated and non-regulated charges. Participating Consumers will receive a "complete bill" that incorporates the power supply charge and National Grid's charges on a single sheet.~~

The typical residential "complete bill" for use of ~~500 kilowatt hours~~ 600 kWh shows the following charges for National Grid's NGRID's Basic Service in ~~June 2006~~ May 2016:

<u>Delivery Services</u>					
Customer Charge					\$ 6.01
Distribution Charge	\$ .02484	X	500	KWH	\$12.42
Transition Charge	\$ .00536	X	500	KWH	\$ 2.68
Transmission Charge	\$ .00999	X	500	KWH	\$ 5.00
Energy Conservation	\$ .00250	X	500	KWH	\$ 1.25
Renewable Energy	\$ .00050	X	500	KWH	\$ .25
<b>Total Delivery Services</b>					<b>\$27.61</b>
<u>Supplier Services</u>					
<b>Generation Charge</b>					
Basic Service Fixed	\$ .09693	X	500	KWH	\$48.47
<b>Total Cost of Electricity</b>					<b>\$48.47</b>
<b>Total Current Balance</b>					<b>\$76.08</b>

<u>For Customer With Monthly Usage of 600 kWh</u>		
	<u>Rate</u> <u>(\$/kWh)</u>	<u>Charge</u>
	-	-
<b><u>Delivery Services Detail (Rate: R1)</u></b>		
<u>Customer Charge</u>		<u>4.00</u>
<u>Distribution Charge</u>	<u>0.04182</u>	<u>25.09</u>
<u>Transition Charge</u>	<u>(0.00035)</u>	<u>(0.21)</u>
<u>Transmission Charge</u>	<u>0.02829</u>	<u>16.97</u>
<u>Energy Efficiency Charge</u>	<u>0.01784</u>	<u>10.70</u>
<u>Renewable Energy Charge</u>	<u>0.00050</u>	<u>0.30</u>
<u>Total Delivery Services</u>		<u>\$ 56.85</u>
<b><u>Supplier Services Detail (Rate: Basic Service)</u></b>		
<u>Generation Services Charge</u>	<u>0.08042</u>	<u>48.25</u>
<u>Total Supplier Services</u>		<u>\$ 48.25</u>
<u>Average Bill Total</u>		<u>\$ 105.10</u>

Sources: [http://www.nationalgridus.com/masselectric/non\\_html/MA\\_Residential\\_Table.pdf](http://www.nationalgridus.com/masselectric/non_html/MA_Residential_Table.pdf)  
[http://www.nationalgridus.com/non\\_html/meco.pdf](http://www.nationalgridus.com/non_html/meco.pdf)

Accessed: May 1, 2016

## **7.0\_\_ UNIVERSAL ACCESS**

“Universal access” is a term derived from the traditional regulated utility environment in which all customers/consumers desiring service receive that service. The Commonwealth of Massachusetts Division of Energy Resources “DOER’s Guide to Municipal Electric Aggregation in Massachusetts” has defined universal access to mean “electric services sufficient for basic needs (an evolving bundle of basic services) available to virtually all members of the population regardless of income.” The Guide also provides that a municipal aggregation plan meets the requirement of universal access “by giving all consumers within its boundaries the opportunity to participate, whether they are currently on ~~Default~~ Basic Service or the supply service of a Competitive Supplier.” For the purposes of the City’s ~~Community Choice Power Supply Program~~ this will mean that all existing ~~Eligible Consumers~~ consumers within the borders of ~~Marlborough the City~~ and all new ~~Eligible Consumers~~ consumers in ~~Marlborough the City~~ shall be eligible for service from the ~~contracted supplier~~ Competitive Supplier under the terms and conditions of the ~~supply contract~~. ~~Item one~~ One of the City’s goals, as indicated in Section 2.2

above<sup>3</sup>, is: ~~“To provide to~~ “Provide the basis for aggregation of eligible consumers on a non-discriminatory basis.”

Service under the City’s ~~Community Choice Power Supply Program~~ shall include ~~customer classes~~rate classifications in adherence with universal service principles and requirements, and the traditional non-discriminatory practices of local government. Contracts with all ~~suppliers~~Competitive Suppliers shall contain provisions to maintain these principles and equitable treatment of all ~~customer classes~~rate classifications.

Existing

~~Eligible Consumers~~existing consumers in the City of Marlborough shall be transferred to the ~~Marlborough Community Choice Power Supply Program~~ unless they have already contracted with a Competitive Supplier, or affirmatively ~~opt~~opted-out of the ~~program~~Program.

Low

Eligible low-income consumers shall remain subject to all existing provisions of state law regarding their rights to return to Basic Service and to participate in the~~Community Choice Power Supply Program~~ as well.

~~New Eligible Consumers~~consumers in the service territory shall be ~~automatically enrolled in the program one month after establishing delivery service~~Program unless they already contracted with National Grid, a Competitive Supplier or affirmatively opted-out of the Program. ~~New customers~~Eligible consumers will retain the right to ~~opt-out anytime~~any time after the commencement of ~~Community Choice Power Supply Program~~ service.

## **8.0 EQUITABLE TREATMENT OF ALL CLASSES OF CUSTOMERS/RATEPAYERS**

---

All ~~customer ratepayers~~ratepayers will be treated equitably. They will be guaranteed the right to raise and resolve disputes with the Competitive Supplier, be provided all required notices and information, and always retain the right to ~~opt-out of the City’s Community Choice Power Supply Program~~ as described herein or to switch ~~suppliers~~Competitive Suppliers. The requirement of equitable treatment of all ~~customer ratepayers~~ratepayers does not, however, require that all ~~customer rate classes~~ratepayers be offered the same pricing or terms and conditions. To impose such an interpretation to the statutory requirements governing municipal aggregation programs would, in effect, result in inequitable treatment, as attempting to apply identical prices, terms, and conditions to ~~customer rate classes~~ratepayers with widely disparate characteristics would have the inevitable effect of giving some ~~customer rate classes~~ratepayers more favorable service than others. The implementation of the ~~Community Choice Power Supply Program~~ will recognize this reality through appropriate distinctions in pricing and, where applicable, terms and conditions among ~~customer rate classes~~ratepayers.

## **9.0 RELIABILITY**

---

“Reliability” in power supply and in transmission and distribution is essential to consumers. This will be accomplished and reinforced by the ~~Community Choice Power Supply Program~~ at several levels: 1) through;

- ~~provisions of the power supply contract that will include language on reliability of supply, liability and damages provisions;~~ 2) through
- ~~traditional proceedings related to National Grid's~~ NGRID's regulated transmission and distribution services; 3) ~~through and~~
- direct discussions with ~~National Grid~~ NGRID concerning specific or general problems related to quality and reliability of transmission and distribution service in the City.

## **10.0 RIGHTS AND RESPONSIBILITIES OF POWER SUPPLY PROGRAM PARTICIPANTS**

---

### **10.1 Rights RIGHTS**

All ~~Community Choice Power Supply Program participants~~ participating consumers shall enjoy the protections of law afforded to ~~consumer~~ them as they currently exist or as they may be amended from time to time. These include rights to question ~~billings~~ billing or service quality or service practices. Under protocols developed by the ~~Department of Telecommunications and Energy~~, problems related to billing or service shall be directed to the appropriate parties. All ~~program participants~~ eligible consumers shall also enjoy the individual right to decline participation in the City's ~~Community Choice Power Supply Program as noted in the description of the "opt-out" in section 4.1.7 above.~~

### **10.2 Responsibilities RESPONSIBILITIES**

All ~~Community Choice Power Supply Program participants~~ participating consumers shall meet all standards and responsibilities required by the ~~DTE~~ Department, including payment of billings and access to essential metering and other equipment to carry out utility operations.

## **11.0 THE CONSEQUENCES BENEFITS OF MUNICIPAL AGGREGATION**

---

Municipal aggregation

The Program functions under the restrictions of state law and ~~carries~~ reflects a range of results and ~~consequences~~ opportunities:

### **11.1 Consumer Option to Participate in Competitive Market**

## 11.1 PARTICIPATION IN COMPETITIVE MARKET

Many ~~individual~~ consumers lack knowledge and leverage to negotiate terms for power supply. A municipal aggregator provides them with an option for professional representation and the leverage of a large group so that they may participate more effectively in the competitive process and achieve benefits.

### ~~11.2 Consumer Ability to Opt Out and Choose Another Supplier~~

## 11.2 SELECTION OF ALTERNATE SUPPLIER

Because the law guarantees the right to opt-out, including the right to choose Basic Service at no charge, all ~~Eligible Consumers~~ eligible consumers have the right to select a ~~supplier~~ Competitive Supplier other than the one chosen by the Mayor and City Council.

### ~~11.3 Indemnification of Consumers and Risk Associated with Competitive Market~~

## 11.3 INDEMNIFICATION AND RISK ASSOCIATED WITH COMPETITIVE MARKET

In a competitive market, it is possible that the failure of a ~~power supplier~~ Competitive Supplier to provide ~~supply~~ service may result in the need for participating consumers to acquire alternative power supply, or for participating consumers to receive power at Basic Service prices. The City will seek to minimize this risk by ~~recommending only~~ contracting with reputable suppliers Competitive Suppliers who demonstrate reliable service. The City also intends to include conditions in its contract with a ~~supplier~~ Competitive Supplier that will indemnify participating consumers against risks or problems with power supply service.

### ~~11.4 Other Consumer Protections~~

## 11.4 RENEWABLE ENERGY CERTIFICATES

In addition to soliciting bids for power supply that meet the required Massachusetts Renewable Portfolio Standard ("RPS") obligation, the City will solicit bids to supply additional Renewable Energy Certificates ("RECs") for an optional product. The City will seek RECs from a variety of renewable sources and will choose the proposal that offers the best combination of environmental benefit and price.

The City will ask Competitive Suppliers to identify the technology, vintage, and location of the renewable generators that are the sources of the RECs. The City will require that the RECs either be created and recorded in the New England Power Pool Generation Information System or be certified by a third party such as Green-e.

#### **11.5 OTHER PROTECTIONS**

The City intends to negotiate a range of provisions in its contracts to enhance participating consumer protection. ~~The City also intends to work with National Grid and the DTE to assure improvement in the reliability of transmission and distribution services.~~

#### **12.0 \_REQUIREMENTS ESTABLISHED BY LAW OR THE DEPARTMENT CONCERNING AGGREGATED SERVICE**

---

The City ~~fully intends to~~shall comply with the requirements ~~of~~established by law and the rules ~~of the DTE~~set forth by the Department concerning aggregated service.

## **Marlborough Officials Have Released the City's Revised Community Choice Power Supply Program Aggregation Plan**

On November 8, 2006, the City of Marlborough filed with the Department of Public Utilities (DPU) a petition for approval of its Aggregation Plan pursuant to M.G.L. c. 164, § 134. The DPU docketed the City's original petition as D.P.U. 06-102. On March 14, 2007, the DPU issued an Order approving the City's Aggregation Plan, concluding that it was consistent with the requirements established in M.G.L. c. 164, § 134. Under the City's existing Aggregation Plan, the City has established a Community Choice Power Supply Program in which the City aggregates the load of electric consumers located within the City's borders in order to procure competitive supply of electricity for Program participants. Eligible consumers are automatically enrolled in the Program unless they choose to opt-out. The City retained Colonial Power Group, Inc. (CPG) as a consultant to assist in the design, implementation, and administration of the Plan and Program.

The City of Marlborough's revised Aggregation Plan remains consistent with the requirements of M.G.L. c. 164, § 134. The revised Plan addresses the required provisions for organizational structure, operations, funding, activating and terminating the Plan, methods for entering and terminating agreements, rate setting and other costs to participants, universal access, equitable treatment of ratepayers, reliability, and rights and responsibilities of participants. The revised Plan, similar to other Community Choice Power Supply Programs administered by CPG, incorporates several innovative features that best address these requirements in the context of the objectives of the City. Pursuant to the DPU's Order in D.P.U. 14-100, *City of Lowell's Revised Municipal Aggregation Plan* (March 2, 2015), the City has distributed the revised Plan for public review prior to submitting it to the DPU.

### **Public Review and Comment Period**

The City of Marlborough's Aggregation Plan is available for public review and comment from **Wednesday, December 21, 2016, at 9 a.m. through Friday, January 13, 2017, at 5:00 p.m.**

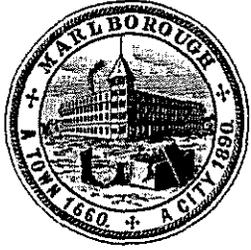
Any person who desires to comment may do so in person at the City Clerk's office or submit written comments using one of the following methods: (1) by e-mail to [nmilano@marlborough-ma.gov](mailto:nmilano@marlborough-ma.gov); or (2) by postal mail to the address below.

Comments must be clearly marked **City of Marlborough's Aggregation Plan** and must be received (not postmarked) by the end of the comment period in order to be addressed.

Nicholas Milano  
Office of the Mayor  
City Hall  
140 Main Street  
Marlborough, MA 01752

Any questions pertaining to this should be directed to Nicholas Milano, Executive Aide to the Mayor at (508) 460-3770.

Click [here](#) to read the City of Marlborough's Aggregation Plan. An original hardcopy of the Plan is also available at the City Clerk's office.



*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610

[LEGAL@MARLBOROUGH-MA.GOV](mailto:LEGAL@MARLBOROUGH-MA.GOV)

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

DONALD V. RIDER, JR.  
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN  
ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS  
PARALEGAL

December 15, 2016

Edward Clancy, President and Members  
Marlborough City Council

RE: Zoning Ordinance Amendment – Marlborough Village District  
Order No. 16-100667A

Dear President Clancy and Members:

Attached for your consideration is the above captioned Order No. 16-100667A. Said Order is in proper form for consideration by the body.

I am available to answer your questions. Thank you for your attention to this matter.

Very Truly Yours,

/s/ Cynthia Panagore Griffin

Cynthia Panagore Griffin  
Assistant City Solicitor

Enclosure

Cc: Arthur Bergeron, Esq.  
Brian Falk, Esq.

**ORDERED:**

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, as most recently amended, be further amended by amending certain provisions of Section 650-34, Marlborough Village District, and Section 650-41, Table of Lot Area, Yards, and Height of Structures, as follows:

By amending Section 650-41, Table of Lot Area, Yards, and Height of Structures, as follows (*new text is underlined, deleted text has strikethrough*):

District	Minimum Lot Area	Minimum Lot Frontage (feet)	Minimum Side Yard (feet)	Minimum Front Yard (feet)	Minimum Rear Yard (feet)	Height	Minimum Lot Coverage
Marlborough Village District MV	5,000 square feet	25	10 <sup>3</sup>	10 <sup>14</sup>	10 <sup>15</sup>	Minimum: 35 feet 6 stories: not to exceed a maximum of 70 feet <sup>12</sup>	80% <sup>13</sup>

**NOTES:**

1. Note deleted.
2. Applies to all buildings erected on or after January 27, 1969; all others, 10 feet.
3. Where abutting a residence district, or within the Marlborough Village District where abutting an existing structure that has side-facing windows at the structure's lot line; otherwise 0 feet.
4. Except where abutting a residence district, shall be 50 feet.
5. Except for buildings extending through a block or to a railroad siding.
6. For the purpose of measuring setback distances for the corresponding height restrictions, an owner of LI or I zoned land may count abutting residentially zoned land toward the setback requirement if such land is owned by the same owner. Ownership of the residential land and the LI or I land must continue to be held by the same entity.
7. However, this frontage need not be contiguous.
8. No part of any principal building shall be within 25 feet of any exterior lot line nor shall any part of any building be closer to any exterior lot line than the minimum side yard requirement which would have been applicable in the zoning district in which the land in question was located before it was rezoned into a Retirement Community Residence District. A building may be as close as 25 feet to the front yard line of the exterior lot; provided, however, that no said building shall be less than 50 feet from the side line of a public way.
9. Excluding from lot size any land which prior to development of the site as a Retirement Community would be defined as a resource area as that term is defined in MGL c. 131, § 40.

10. Buildings on a Large Tract Development Lot, which are more than 1,200 feet from a Residential Zone, may be built to a maximum height of 85 feet.
11. Maximum lot coverage for a Large Tract Development Lot shall be 50%.
12. Within the Marlborough Village District, special permits may allow for an increase in height to 80 feet; also, provided that the height of any development adjacent to any residential district shall be stepped down and shall not exceed 52 feet. [See Section 650-33(F).]
13. Within the Marlborough Village District, special permits may allow for an increase in lot coverage.
14. Except along ~~Main Street~~ within the following streets in the Marlborough Village District where zero-foot setback is allowed by right: Main Street, South Bolton Street between Main Street and Granger Boulevard, and the northern side of Granger Boulevard between South Bolton Street and Cotting Avenue.
15. Except that a special permit may be granted to reduce this to zero where public safety will not be impacted and the reduction will yield a better design.

ADOPTED  
In City Council  
Order No. 16-100667A

Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*City of Marlborough*  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610

[LEGAL@MARLBOROUGH-MA.GOV](mailto:LEGAL@MARLBOROUGH-MA.GOV)

DONALD V. RIDER, JR.  
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN  
ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS  
PARALEGAL

2016 DEC 14 A 10:19

December 15, 2016

Edward Clancy, President and Members  
Marlborough City Council

RE: Order No. 16-1006634  
Special Permit for a Car Wash in the Hospitality and Recreation Mixed Use Overlay  
District (HRMUOD)

Dear President Clancy and Members:

Attached for your consideration is Order No. 16-1006634. Said Order is in proper form  
for consideration by the body.

I am available to answer your questions. Thank you for your attention to this matter.

Very Truly Yours,

/s/ Cynthia Panagore Griffin

Cynthia Panagore Griffin  
Assistant City Solicitor

Enclosure

Cc: Kevin Eriksen, Esq.  
Arthur Bergeron, Esq.  
Brian Falk, Esq.

**IN CITY COUNCIL**

ORDERED:

**DECISION ON A SPECIAL PERMIT**

**IN CITY COUNCIL**

---

Special Permit  
Ryan Development LLC  
Order No. 16-1006634

**DECISION ON A SPECIAL PERMIT  
CITY COUNCIL ORDER NO. 16-1006634**

The City Council of the City of Marlborough hereby GRANTS the application for a Special Permit to Ryan Development LLC (the "Applicant") to build and operate a car wash in the Hospitality and Recreation Mixed Use Overlay District (HRMUOD) located at 22 Apex Drive, Marlborough, Massachusetts, as provided in this Decision and subject to the following Procedural Findings and Findings of Facts and Conditions.

**FINDINGS OF FACT AND RULING**

1. The Applicant, is a duly organized and existing Limited Liability Company having a business address of 4 Lan Drive, Westford, Massachusetts 01886.
2. Apex WR 1031 LLC is the owner of the property located at 22 Apex Drive, Marlborough, Massachusetts, as shown on the Marlborough Assessors Maps as Map 78, Parcels 12, 14, 38 and 39, and Map 89, Parcel 7 (the "Site").
3. The Applicant proposes to build and operate a new car wash facility at the Site (the "Use") as part of the larger Apex Center development (the "Project").
4. The Site is located in the HRMUOD, following the City Council's approval of a Master Concept Plan for the Project (Order No. 16-1006443G-1), approval of the Development Agreement for the Project (Order No. 16-1006443G-2), and the Owner's acquisition of the Site (deed recorded in the Middlesex South District Registry of Deeds in Book 67444, Page 575).
5. The Applicant, by and through its counsel, filed with City Clerk of the City of Marlborough an application for a special permit for the Use in the HRMUOD as provided in this Decision and subject to the following.
6. In connection with the Application, the Applicant has submitted a certified list of abutters, filing fees, and a detailed site plan entitled "22 Apex Drive Building Pad and Site Plan" prepared by Hancock Associates and dated May 16, 2014, last revised August 10, 2016 (the "Plans").

7. The Plans were certified by the Building Commissioner of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, as having complied with Rule 4, items (a) through (m), of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.

8. Pursuant to the Rules and Regulations of the City Council for the City of Marlborough and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application, and the City Clerk for the City of Marlborough caused notice of the same to be advertised and determined that notice of the same was provided to abutters entitled thereto in accordance with applicable regulations and law.

9. The Marlborough City Council, pursuant to Massachusetts General Laws, Chapter 40A, held a public hearing on the application on Monday, September 12, 2016. The hearing was opened and closed on that date.

10. The Applicant, through its representatives, presented testimony at the public hearing detailing the Project, describing its impact upon municipal services, the neighborhood, and traffic.

**BASED ON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING FINDINGS AND TAKES THE FOLLOWING ACTIONS**

A. The Applicant has complied with all Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.

B. The City Council finds that the proposed Use of the Site is an appropriate use and in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein. The City Council makes these findings subject to the completion and adherence by the Applicant, its successors and/or assigns, to the conditions more fully set forth herein.

C. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby GRANTS to the Applicant a Special Permit to build and operate a car wash in Hospitality and Recreation Mixed Use Overlay District (HRMUOD) as shown on the Plans filed, SUBJECT TO THE FOLLOWING CONDITIONS, which conditions shall be binding on the Applicant, its successors and/or assigns:

1. Construction in Accordance with Applicable Laws. Construction of all structures on the Site shall be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts, and shall be built according to the Plans as may be amended during Site Plan Review.

2. Compliance with Applicable Laws. The Applicant, its successors and/or assigns agrees to comply with all municipal, state, and federal rules, regulations, and ordinances as they may apply to the construction, maintenance, and operation of the Project.

3. Site Plan Review. The issuance of the Special Permit is further subject to that certain Site Plan Review Decision issued on November 2, 2016 for the overall Project, which

Site Plan Review Decision was issued in accordance with the HRMUOD Ordinance and the City of Marlborough Site Plan Review Ordinance.

4. Modification of Plans. Notwithstanding conditions #1 and #3 above, the City Council or the Site Plan Review Committee may make engineering changes to the Plans, so long as said changes do not change the use of the Project as approved herein, or materially increase the impervious area of the Project, reduce the green area, alter traffic flow, or increase the size, or shape or position of the building, all as shown on the Plans.

5. Incorporation of Submissions. All plans, photo renderings, site evaluations, briefs and other documentation provided by the Applicant as part of the Application, and as amended or revised 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.

6. Car Wash Safety Factor. The Chief of Police or his designee shall have authority to order the carwash temporarily closed when an "icing" or unsafe condition on the public way exists due to the carwash or weather conditions, as determined solely by the Chief of Police or his designee.

7. Carwash Equipment Monitoring. All carwash equipment shall be monitored on an annual basis with reports given by the Applicant to the Assistant Commissioner of Utilities of the Marlborough Department of Public Works. The purpose of said report is for the Applicant to demonstrate that the effluent from the car wash to the City's sewer system is acceptable to the City.

8. Concrete Aprons. The concrete aprons located at the exit of the carwash bays shall be heated during the winter months to prevent icing. This shall be included in the design submitted for a building permit.

9. Disposal of Chemical Containers. All containers that have been used for the storage of chemicals shall adhere to any and all disposal requirements consistent with safety precautions and the RCRA.

10. Hours of Operation. The hours of operation for the carwash shall be from 6AM to 12AM, seven (7) days per week. The Applicant may, after 12 months from the date of the final occupancy permit for the car wash, request from the City Council a modification to the hours of operation, up to 24 hours per day, through an amendment to this Special Permit.

11. Compliance with Related Special Permit. The Applicant has also applied for a special permit for the Use in Zone B of the Watershed Protection District (Order No. 16-1006635). Any conditions attached to the approval of said special permit are also incorporated herein and made a part hereof.

12. Recording of Decision. In accordance with the provisions of M.G.L. c. 40A, § 11, Applicant, its successors and/or assigns 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.

Yea: \_\_\_\_\_ - Nay: \_\_\_\_\_ - Absent: \_\_\_\_\_

ADOPTED  
In City Council  
Order No. 16-1006634  
Adopted: \_\_\_\_\_ 2016

Approved by Mayor  
Arthur Vigeant  
Date: \_\_\_\_\_ 2016

A TRUE COPY  
ATTEST: \_\_\_\_\_ City Clerk



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*City of Marlborough*  
**Legal Department**

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752  
TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610  
[LEGAL@MARLBOROUGH-MA.GOV](mailto:LEGAL@MARLBOROUGH-MA.GOV)

DEC 14 A 10:14  
DONALD V. RIDER, JR.  
CITY SOLICITOR  
CYNTHIA M. PANAGORE GRIFFIN  
ASSISTANT CITY SOLICITOR  
ELLEN M. STAVROPOULOS  
PARALEGAL

December 15, 2016

Edward Clancy, President and Members  
Marlborough City Council

RE: Order No. 16-1006635  
Special Permit for a Car Wash in Zone B of the Water Supply Protection District

Dear President Clancy and Members:

Attached for your consideration is Order No. 16-1006635. Said Order is in proper form for consideration by the body.

I am available to answer your questions. Thank you for your attention to this matter.

Very Truly Yours,

/s/ Cynthia Panagore Griffin

Cynthia Panagore Griffin  
Assistant City Solicitor

Enclosure

Cc: Kevin Eriksen, Esq.  
Arthur Bergeron, Esq.  
Brian Falk, Esq.

**IN CITY COUNCIL**

ORDERED:

**DECISION ON A SPECIAL PERMIT**

**IN CITY COUNCIL**

---

Special Permit  
Ryan Development LLC  
Order No. 16-1006635

**DECISION ON A SPECIAL PERMIT  
CITY COUNCIL ORDER NO. 16-1006635**

The City Council of the City of Marlborough hereby GRANTS the application for a Special Permit to Ryan Development LLC (the "Applicant") to build and operate a car wash in Zone B of the Water Supply Protection District located at 22 Apex Drive, Marlborough, Massachusetts, as provided in this Decision and subject to the following Procedural Findings and Findings of Facts and Conditions.

**FINDINGS OF FACT AND RULING**

1. The Applicant, is a duly organized and existing Limited Liability Company having a business address of 4 Lan Drive, Westford, Massachusetts 01886.
2. Apex WR 1031 LLC is the owner of the property located at 22 Apex Drive, Marlborough, Massachusetts, as shown on the Marlborough Assessors Maps as Map 78, Parcels 12, 14, 38 and 39, and Map 89, Parcel 7 (the "Site").
3. The Applicant proposes to build and operate a new car wash facility at the Site (the "Use") as part of the larger Apex Center development (the "Project").
4. The Site is located in the Hospitality and Recreation Mixed Use Overlay District (HRMUOD), following the City Council's approval of a Master Concept Plan for the Project (Order No. 16-1006443G-1), approval of the Development Agreement for the Project (Order No. 16-1006443G-2), and the Owner's acquisition of the Site (deed recorded at the Middlesex South District Registry of Deeds in Book 67444, Page 575).
5. The Site is also located in Zone B of the Water Supply Protection District (WSPD).
6. The Applicant, by and through its counsel, filed with City Clerk of the City of Marlborough an application for a special permit for the Use in Zone B of the WSPD as provided in this Decision and subject to the following.

7. In connection with the Application, the Applicant has submitted a certified list of abutters, filing fees, and a detailed site plan entitled "22 Apex Drive Building Pad and Site Plan" prepared by Hancock Associates and dated May 16, 2014, last revised August 10, 2016 (the "Plans").

8. The Plans were certified by the Building Commissioner of the City of Marlborough, acting on behalf of the City Planner for the City of Marlborough, as having complied with Rule 4, items (a) through (m), of the Rules and Regulations promulgated by the City Council for the issuance of a Special Permit.

9. Pursuant to the Rules and Regulations of the City Council for the City of Marlborough and applicable statutes of the Commonwealth of Massachusetts, the City Council established a date for a public hearing on the Application, and the City Clerk for the City of Marlborough caused notice of the same to be advertised and determined that notice of the same was provided to abutters entitled thereto in accordance with applicable regulations and law.

10. The Marlborough City Council, pursuant to Massachusetts General Laws, Chapter 40A, held a public hearing on the application on Monday, August 29, 2016. The hearing was opened and closed on that date.

11. The Applicant, through its representatives, presented testimony at the public hearing detailing the Project, describing its impact upon municipal services, the neighborhood, and traffic.

**BASED ON THE ABOVE, THE CITY COUNCIL MAKES THE FOLLOWING  
FINDINGS AND TAKES THE FOLLOWING ACTIONS**

A. The Applicant has complied with all Rules and Regulations promulgated by the Marlborough City Council as they pertain to special permit applications.

B. The City Council finds that the proposed Use of the Site is an appropriate use and in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions as provided herein. The City Council makes these findings subject to the completion and adherence by the Applicant, its successors and/or assigns, to the conditions more fully set forth herein.

C. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby GRANTS to the Applicant a Special Permit to build and operate a car wash in Zone B of the Water Supply Protection District as shown on the Plans filed, SUBJECT TO THE FOLLOWING CONDITIONS, which conditions shall be binding on the Applicant, its successors and/or assigns:

1. Construction in Accordance with Applicable Laws: Construction of all structures on the Site shall be in accordance with all applicable Building Codes and Zoning Regulations in effect in the City of Marlborough and the Commonwealth of Massachusetts, and shall be built according to the Plans as may be amended during Site Plan Review.

2. Compliance with Applicable Laws. The Applicant, its successors and/or assigns agrees to comply with all municipal, state, and federal rules, regulations, and ordinances as they may apply to the construction, maintenance, and operation of the Project.

3. Site Plan Review. The issuance of the Special Permit is further subject to that certain Site Plan Review Decision issued on November 2, 2016 for the overall Project, which Site Plan Review Decision was issued in accordance with the HRMUOD Ordinance and the City of Marlborough Site Plan Review Ordinance.

4. Modification of Plans. Notwithstanding conditions #1 and #3 above, the City Council or the Site Plan Review Committee may make engineering changes to the Plans, so long as said changes do not change the use of the Project as approved herein, or materially increase the impervious area of the Project, reduce the green area, alter traffic flow, or increase the size, shape or position of the building, all as shown on the Plans.

5. Incorporation of Submissions. All plans, photo renderings, site evaluations, briefs and other documentation provided by the Applicant as part of the Application, and as amended or revised 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.

6. Disposal of Chemicals Containers. No container that has been used for the storage of chemicals which are used in the carwash process will be disposed of in the dumpster located on the Site.

7. Hazardous Materials Spill Containment. Protection against toxic or hazardous material discharge or loss through corrosion, accidental damage, spillage or vandalism shall be provided. Such protection shall include provisions for spill control in the vicinity of chemical delivery points and shall include secure storage provisions for corrodible or dissolvable materials. Secondary containment structures must be provided which are large enough to contain the volume of the containers total storage capacity per local Fire Department requirements.

8. Emergency response. A spill prevention, control and countermeasure plan to prevent contamination of soil and water in the event of accidental spills or the release of materials shall be reviewed by the Fire Department. Compliance with recommendations of the Fire Department on said plan shall be required.

9. Sewer Discharge. The Applicant shall utilize some recycling of water (approximately 25% of their water usage) to reduce sewer discharge from the car wash. Prior to the issuance of a building permit, the Applicant shall review with the Assistant Commissioner of Utilities, Marlborough Public Works Department, the final process design and the need to apply for an Industrial Waste Discharge Permit for the proposed discharge.

10. Water Use - Well. The Applicant has proposed to drill a well to partially service the car wash to reduce the need for City water for this facility. Therefore, the following steps are necessary:

- a. Prior to the issuance of a building permit, the Applicant will provide a report on the well construction. The report shall indicate flow capacity and construction details of the well and its connection to the car wash system.
- b. The well report shall also confirm to the Board of Health Agent, the Conservation Officer, and the City Engineer that the well is deep enough so as not to interfere with surface water in the adjacent wetlands, or the supply of water to the Millham Reservoir.
- c. The well must be located outside of the Floodplain and Wetlands Protection District, and must be properly sealed to prevent potential contamination from entering the aquifer.
- d. Any sinks located in restroom facilities or wash rooms which are for the use of car wash employees or employees of the Applicant, and which restroom facilities or wash rooms are located within the subject car wash building, must be serviced by potable water, and not well water, as per Board of Health requirements.

11. Storage of Flammables Prohibited. No flammable materials except those, like diesel and oil, that may be used to heat the premises, will be stored at the site.

12. Activity Prohibition in Zone A. No activity that is accessory to a carwash, including but not limited to the pre-washing of cars, will be allowed in Zone A.

13. Compliance with Related Special Permit. The Applicant has also applied for a special permit for the Use in the HRMUOD (Order No. 16-1006634). Any conditions attached to the approval of that special permit are also incorporated herein and made a part hereof.

14. Recording of Decision. In accordance with the provisions of M.G.L. c. 40A, § 11, the Applicant, its successors and/or assigns 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.

Yea: \_\_\_\_\_ - Nay: \_\_\_\_\_ - Absent: \_\_\_\_\_

ADOPTED

In City Council

Order No. 16-1006635

Adopted: \_\_\_\_\_ 2016

Approved by Mayor

Arthur Vigeant

Date: \_\_\_\_\_ 2016

A TRUE COPY

ATTEST: \_\_\_\_\_ City Clerk

Ernest F. Houle  
Superintendent-Director

Mark R. Hollick  
Principal

Kristopher G. Luoto  
Director of Business Operations

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 DEC 15 A 11: 32

# ASSABET

DO. MORE.

December 14, 2016

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

Re: Assabet Valley acquisition of property located at Fitchburg Street (Parcel ID 16-16)

Honorable President Clancy and Councilors:

Enclosed for your consideration and approval is a draft order approving Assabet Valley Regional Technical High School's ("Assabet Valley") acquisition of property located at Fitchburg Street, Marlborough, MA 01752.

This request for your approval of our proposed acquisition is being made consistent with M.G.L. c. 71, §16(c) which states that no property shall be acquired by a regional school district "unless the town in which such property is located approves such acquisition by a two-thirds vote...."

The Fitchburg Street property borders the school's current property line and is comprised of 5.11 acres of vacant, unimproved land. Attached is a copy of the property description and assessor's map, as well as an aerial view of the property. The school wishes to acquire the property for educational purposes such as nature exploration, and scientific examination and sampling by our science classes, Biotechnology program and Marine Corps JROTC program. Acquiring this property also allows the school district to secure its current property lines.

The current owner of the property is the Estate of Alexander A. Staniunas. The estate is represented by Attorney Douglas Rowe of Marlborough, MA. Attorney Rowe approached me regarding the estate's desire to sell the property and asked whether the school district had any interest in acquiring it. After review and consideration, the school committee voted to acquire the property for the purposes set forth above.

The school district currently has no plans to construct or otherwise make improvements on the property beyond ensuring that the property remains safe and clean for educational use.

The proposed acquisition is governed by and complies with M.G.L. c. 40, § 14 which states that the sale price of any parcel purchased for municipal use shall not exceed 25% of the average

City Council President Edward J. Clancy  
Marlborough City Council  
December 14, 2016  
Page 2 of 2

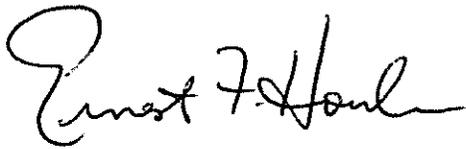
assessed value of the parcel during the previous three years. The property's assessed value for the last three years has been \$16,700.

No additional assessment on member communities or incurring of debt is necessary for the school district to acquire this property. The school district is not seeking any funding from this Council or the City of Marlborough.

On behalf of Assabet Valley and the Assabet Valley Regional Technical School Committee, I respectfully request that the Council vote to approve the school district's acquisition of this property. Additionally, I ask that the Council move to vote on this acquisition at its December 19, 2016 meeting. The parties to this acquisition have an agreement to close before the end of the calendar year and failure to do so will jeopardize the school district's rights.

I will be available at the December 19, 2016 City Council Meeting to answer any questions you may have. Thank you in advance for your consideration.

Sincerely,



Ernest F. Houle  
Superintendent-Director  
Assabet Valley Regional Technical High School

Enclosures

cc: Assabet Valley Regional Technical School Committee  
Arthur Vigeant, Mayor, City of Marlborough  
Donald V. Rider, Jr., City Solicitor, City of Marlborough  
Douglas J. Rowe, Esq., Rowe Law Office  
Melissa R. Murray, Esq., Collins, Loughran & Peloquin, P.C.

ORDERED:

That pursuant to MGL c. 71, § 16(c), the City Council of the City of Marlborough hereby APPROVES the Assabet Valley Regional Technical School District's acquisition of property located at Fitchburg Street, Marlborough, Middlesex County, Massachusetts (Parcel ID 16-16).

ADOPTED

In City Council

Order No. 16-

Adopted Date:

A TRUE COPY

ATTEST:

## **Fitchburg Street Property Description**

Beginning at a Iron Pin located on the easterly side of Fitchburg Street thence

Easterly four hundred fourteen and three one hundredths (414.03) feet to an Iron Pin by land now or formerly of Bird Investment Corp. and turning

Northerly two hundred four (204.00) feet by said land to an Iron Pin and turning

Easterly one hundred eighty-one and twenty-two one hundredths (181.22) feet by land now or formerly of Assabet Valley Regional Vocational School District to stones and turning

Southerly two hundred fifty-eight and twenty-nine one hundredths (258.29) feet to a Drill Hole thence running seventy-seven and seventy-two one hundredths (77.72) feet to a Drill Hole thence running eighty-three and sixty-four one hundredths (83.64) feet to a point, thence running one hundred eighty-eight and fifty-nine one hundredths (188.59) feet all by land now or formerly of Margaret J. Smith to a point and turning

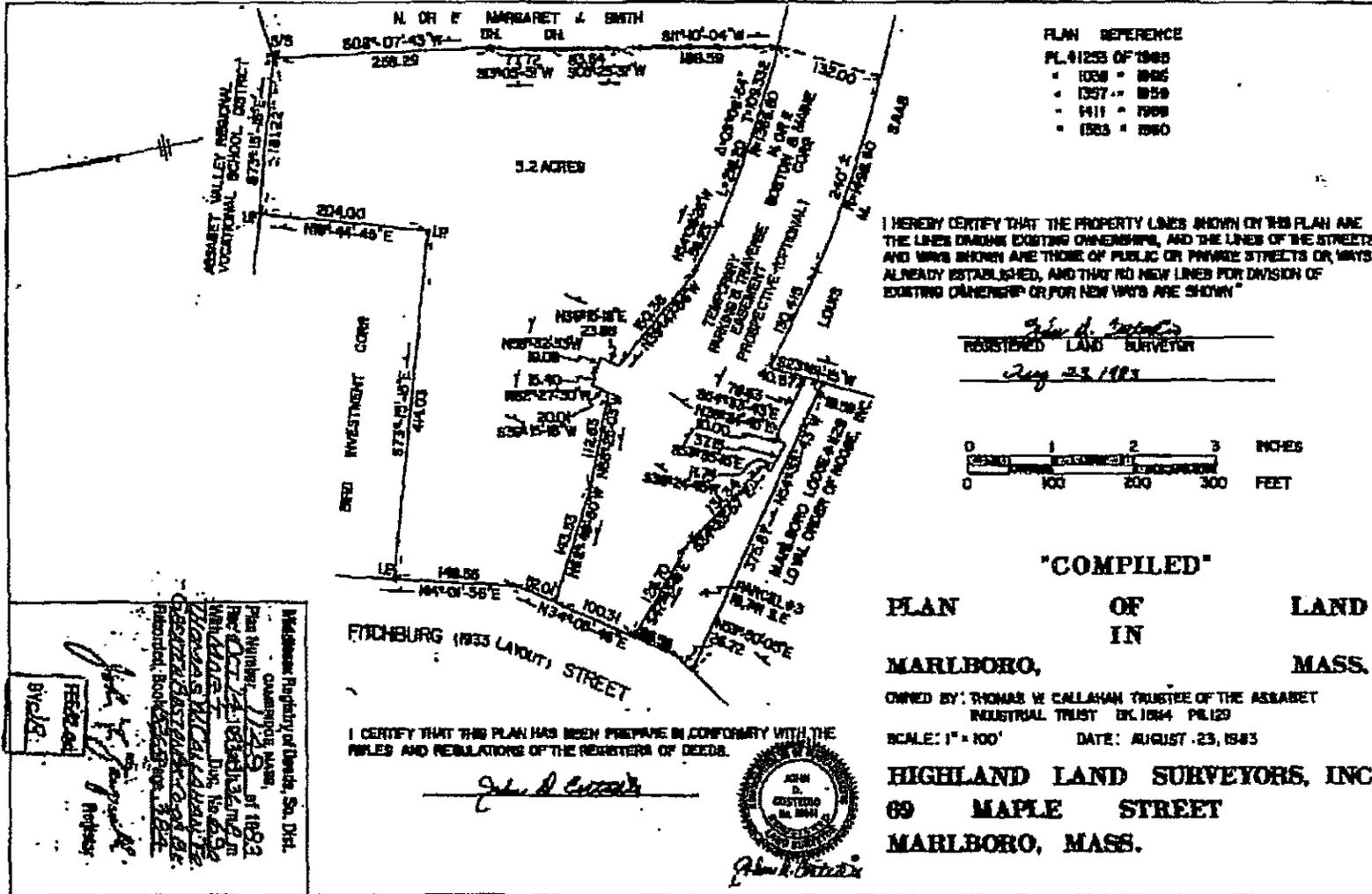
Westerly two hundred eighteen and twenty one hundredths (218.20) feet to a point thence running fifty-eight and twenty three one hundredths (58.23) feet to a point thence running one hundred fifty and thirty-eight one hundredths (150.38) feet to a point then jogging twenty-three and eighty-eight (23.88) feet to a point and turning for nineteen and nine one hundredths (19.09) and fifteen and forty one hundredths (19.09) feet to a point and turning twenty and one hundredths (20.01) feet to a point and turning and running one hundred twelve and sixty-three one hundredths (112.63) feet to a point and running one hundred forty-three and fifty-three (143.53) feet all by Sasseville Way to a point at Fitchburg Street thence turning

Northerly fifty-two and one one hundredths (52.01) feet to a point and running one hundred forty-eight and fifty-five one hundredths (148.55) feet along said Fitchburg Street to the point of beginning.

This conveyance is subject to all easements, rights, restrictions and encumbrances, insofar as the same affects title.

The above described parcel containing 5.2 acres as shown on Plan of Land in Marlboro, Mass. Owned by Thomas W, Callahan Trustee of the Assabet Industrial Trust dated August 23, 1983, recorded Middlesex South District Registry of Deeds Plan Book 1983 Plan 1149.

For title see Deed of Greater Boston Bank, a Co-Operative Bank to Alexander A. Stanlunas dated October 31, 1989 recorded Middlesex South District Registry of Deeds Book 20344 Page 412.



**PLAN REFERENCE**

- PL 41253 OF 1983
- 1038 • 1986
- 1357 • 1959
- 1411 • 1998
- 1883 • 1980

I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIP, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF PUBLIC OR PRIVATE STREETS OR WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP OR FOR NEW WAYS ARE SHOWN

*John D. Callahan*  
 REGISTERED LAND SURVEYOR  
 Aug 23 1983



**"COMPILED"**

**PLAN OF LAND IN MARLBORO, MASS.**

OWNED BY: THOMAS W. CALLAHAN TRUSTEE OF THE ASSABET INDUSTRIAL TRUST DL 1084 PL 129  
 SCALE: 1" = 100' DATE: AUGUST 23, 1983

**HIGHLAND LAND SURVEYORS, INC.**  
 69 MAPLE STREET  
 MARLBORO, MASS.

I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN CONFORMITY WITH THE RULES AND REGULATIONS OF THE REGISTRARS OF DEEDS.

*John D. Callahan*



Massachusetts Registry of Deeds, So. Dist.  
 Gloucester, Mass.  
 Plan Number: 11253 of 1983  
 Plan Date: OCT 24 1983  
 Registered: OCT 24 1983  
 Registrar: JOHN W. BASTIAN  
 Recorder: BOON BROWN



**City of Marlborough  
License Board**  
140 Main Street, Lower Level  
Marlborough, MA 01752  
(508) 460-3751 FAX (508) 460-3638

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 DEC -1 P 4: 28

**Minutes of the License Board Regular Meeting Held Wednesday, October 26, 2016**  
at 7:30 pm, City Hall, 1<sup>st</sup> floor, Council Committee Room.

Attending: Walter Bonin, Chairman; Gregory Mitrakas, Dave Bouvier, Member; Tina Nolin, Clerk

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

**New Business**

**1. One Day Permits**

**Masonic Hall (2)**

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

**2. Application for Change of Manager – 99 Restaurant & Pub**

James Felder presented an application to become the new manager of the 99 Restaurant & Pub, 32 Boston Post Road West.

Member Mitrakas motioned to approve the application of James Felder as the new manager of the 99 Restaurant & Pub. Member Bouvier seconded the motion.  
Board vote: 3-0 approved

**3. First Edition Pub**

Richard Sullivan, Owner

Tabled as Mr. Sullivan was not present – at the end of the meeting it was decided that the clerk would call Mr. Sullivan and have him come to November's Board meeting.

**4. Reports from the Chairman**

- Council on Aging "One Day" permits, re: fee waiver due to the circular nature of the transaction since the city both pays the fee and then receives it back

**5. Misc. Correspondence – There was no correspondence to report**

**6. Review of Minutes**

- September 18, 2016, Special Meeting
- September 28, 2016, Regular Meeting

Member Bouvier motioned to accept and place on file the minutes of the September 18, 2016, Special Meeting and those of the September 28<sup>th</sup> meeting with the minor revisions requested. Member Mitrakas seconded the motion. Board Vote 3-0 to approve both the September 18, 2016, Special Meeting Minutes and those of the September 28<sup>th</sup> Meeting Minutes and place on file.

Next meeting will be Wednesday, November 30, 2016 at 7:30 pm

Motion made to adjourn: 8:07 pm vote: 3-0 for adjournment.

Respectfully submitted,

A handwritten signature in cursive script that reads "Walter Bonin".

Walter Bonin, Chairman

**Marlborough Public Library Board of Trustees**  
Meeting Minutes

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 DEC - 7 A 8:00

November 1, 2016

Bigelow Auditorium, Marlborough Public Library

Meeting called to order by Rustin Kyle at 7:01pm

Board Members Present: Tom Abel, Karen Bento, Nena Bloomquist, William Brewin, Ray Hale, Rustin Kyle, Janice Merk, and Robyn Ripley

Also Present: Margaret Cardello, Library Director

Absent: Ray Johnson

Proceedings:

1. **Minutes:** A motion to approve the meeting minutes from the October 4<sup>th</sup> meeting was passed (Kyle/Bloomquist).
2. **Trust Fund Reports:** A motion was passed to approve the Trust Fund Reports for October (Abel/Brewin).
3. **Director's Report:** (see attached for more details)
  - The Assistant Director position has not been posted yet. Margaret is working with Dave Brumby, the Director of Human Resources, to see if there is any way to increase the salary for the position in order to avoid losing qualified people in the future. The mayor is also looking to evaluate non-union positions throughout the city. Margaret will look at salaries in similar sized towns, as well as comparable Master's-level teaching positions within Marlborough and create a proposal.
  - The installation of the local history shelves in the periodicals room has been completed and more comfortable furniture has been added, as well. The renovation of that space has left 5 plaster statues without a place to be displayed. Before determining whether they should remain in the collection, Margaret would like to have them appraised by Skinner to assess their value and any historical significance. *A motion to approve the appraisal of the statues by Skinner Auction House was passed (Brewin/Abel).*
  - Margaret has developed a technology wish list by library department for review by the Trustees. *A motion was approved to purchase the items on Margaret's technology wish list with State Aid money (Hale/Ripley).* These items will be purchased through the city's IT department.

- A complaint from the Massachusetts Commission Against Discrimination (MCAD) was received on behalf of a patron served with a no trespass order in February of 2016. Margaret made every effort to work with the patron, a social worker and the police department before the no trespass order was issued. The City's Legal Department and the firm they use for such complaints is working with the library on the proper response.

#### 4. **Committee Reports:**

- Building Committee: This committee is meeting more frequently in order to meet the MLBC's timeline for grant submission. Currently, the grade level difference between Witherbee Street and the original Carnegie building is proving to be quite challenging. Finding enough area for parking is still an ongoing issue, as well.
- Foundation: There was no meeting last month as they are waiting for the completion of the feasibility study, which should be ready by the next meeting, November 15<sup>th</sup>. The Metrowest Newspaper did a nice article on the foundation's efforts to raise money for a new library (October 30<sup>th</sup>).
- Friends: (see attached for more details) The stage that was ruined by the flood has not been replaced. It is up to the Trustees to decide whether to replace it and how to pay for it. With a new auditorium being planned in a new library it is unsure whether the stage would be necessary or transferable. *A motion to table a decision about the stage was passed (Abel/Hale).*

#### 5. **Old Business:**

- None

#### 6. **New Business:**

7. **Adjournment:** A motion to adjourn passed at 8:25pm (Ripley/Bloomquist).

Minutes submitted by Secretary Robyn Ripley.

CITY OF MARLBOROUGH MEETING MINUTES

Meeting: Marlborough Cultural Council

Date: November 28, 2016

Time: 7:00pm

Location: Mayors Conference Room, 4th Floor  
City Hall, 140 Main Street  
Marlborough, MA 01752

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 DEC -7 P 4: 46

Attendance: J. David Elmore, Mark Bartlett, Melissa Vera, Kim Beauchman, and Sandra Pirie-St.Amour  
Also in attendance but not voting were: Stephen D 'Alessandro, and Jessica Bowen

The Meeting was called to order by Chair, J. David Elmore at 7:09 pm

1. Reviewed and approved minutes of Aug 23, 2016 meeting
2. Reviewed Correspondence
3. Reviewed Approval Guidelines. Agreed that 2 of the previous denial clauses should remain and be updated on the Marlboro page of the Mass Cultural Council website. The clauses are:
  - The focus or intent of the project clearly relates to the arts, humanities or interpretive sciences.
  - The application is complete and filled out correctly (assistance in preparing application is available by contacting the Chair.)
5. Reviewed Finances/Spreadsheet. (\$10,825 to be awarded for FY 2017)
6. Reviewed Grant Applications for compliance with MCC guidelines. 10 applications to be denied and 15 approved. Allocated value of awards based on maximum benefit to community and the funds available.
7. Voted as follows for FY 2017 grant applications
 

DENIED . . . . .(criteria for denial)	APPROVED. . . . . \$ allocated
Blue Hill Adventure . . . . . (1,2,6)	Music Dance .edu . . . . . \$300
Jorge Jose . . . . . (1,3,6)	Ghost Light Players . . . . . \$1,800
Jim Manning . . . . . (1,3)	Richer Elementary School. . . . . \$1,700
Leah Amato . . . . . (6)	Ed the Wizard . . . . . \$250
Leanne Cordischi . . . . . (1)	Northboro Area Community Chorus . . . . . \$300
Amazing Things Art Center . . . . . (1,2)	Ellen S. Church . . . . . \$725
The Marble Collection . . . . . (3,4)	Francis J. Kane Elementary School . . . . . \$1,700
Kirk Whipple . . . . . (1)	The Discovery Museums . . . . . \$250
John Root . . . . . (3)	Hudson Area Arts Alliance . . . . . \$1,000
Laurel Learning . . . . . (3,6)	Friends of Marlboro Public Library Spec Programs . . . . . \$350
. . . . .	Friends of Marlboro Public Library Celebrity Series . . . . . \$400
. . . . .	Friends of Marlboro Public Library Yacyshyn Concert. . . . . \$350
. . . . .	Marlboro High Tri-M Music Honor Society. . . . . \$500
. . . . .	New Repertory Theatre, Inc. . . . . \$300
. . . . .	Cochran Wren Duo . . . . . \$900
8. Approval of all Officers to remain the same
9. Set tentative date for next meeting to discuss community survey -- Monday, April 24, 2017 at 7:00pm
10. Meeting was adjourned at 8:19pm

Respectfully submitted by Sandra Pirie-St.Amour, Secretary, Marlborough Cultural Council November 29, 2016



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 DEC 14 P 4:11

## BOH MEETING MINUTES – 11/1/16

### Attending

Robin Williams, Chairwoman  
James Griffin, Member  
Joseph Tennyson, MD, Member

Also in attendance: Cathleen Liberty, Director of Public Health, and Tina Nolin, Senior Clerk

Meeting called to order 6:32 pm

### REVIEW OF MEETING MINUTES

#### Meeting minutes of October 11, 2016

Motion to accept October 11, 2016 minutes – Member Tennyson

Second – Vice Chair Griffin

3-0 Vote to accept and place on file the minutes of October 11, 2016 Yes, Chairwoman Williams; Yes, Vice Chair Griffin, Yes, Member Tennyson.

### BOARD BUSINESS

#### • **Emergency Preparedness Contractor**

Director Liberty updated the Board regarding funds the department is receiving via the Region 4 EP which allocates money to communities in the region to use for a variety of purposes. Marlborough has been awarded \$5000. We will be hiring a consultant, Michael Borowitz, who will be helping to catalogue the City's Emergency Preparedness inventory and make sure we have what we need and know where it is.

#### • **Full-time Public Health Nurse**

Director Liberty updated the Board that we had an accepted offer for the full-time public health nurse position. The new nurse is Patricia Morin and she will start December 1, 2016.

### PUBLIC HEALTH ISSUES

#### • **Immunization Program School Program**

Director Liberty reported the clinic is currently being run on Friday mornings from 10:00 am to noon at the Health Department Offices and will continue to do so for the next week. The Clinic will move back to the Whitcomb School on Wednesday starting the week of November 7<sup>th</sup> on Wednesdays.

#### • **Flu Clinic**

Director Liberty updated the Board on the City Wide Flu Clinic and Municipal Employee Flu Clinic held this month. The City Wide Clinic was on October 20<sup>th</sup>, at the Council On Aging/Senior Center. The vaccines were administered by the VNA Care Network. We served 63 people.

The city clinic was held at City Hall on October 25<sup>th</sup> and 56 employees were served.

**MONTHLY REPORTS**

• **Nurses Report**

Director Liberty presented the Public Health Nurse's report – report was accepted and approved to be placed on file.

• **Sanitarians' report**

Presented by Director Liberty - reports were accepted and approved to be placed on file.

**UNKNOWN BUSINESS AT TIME OF POSTING**

• **Joy Asia Inspection**

Director Liberty presented the inspections conducted by Food consultant/inspector Lee and Assistant Sanitarian Sterrett. After much discussion it was decided that Inspector Lee would conduct a re-inspection in the morning and her findings and Assistant Sanitarian Sterrett's would help determine next steps, including Joy Asia's owners hiring a food consultant and perhaps coming before the Board in December. Director Liberty would update the Board tomorrow following Inspector Maureen's re-inspection.

• **Regulations in Open Comment Stage**

The board briefly discussed two state regulations/codes currently being updated and in open comment section. The 2013 Food Code which the state will be adopting as well as changes to the Recreational Camps. The Board was encouraged to read through the two regulations/codes and be sure to make their comments at the state website.

**ADJOURN**

Motion – to adjourn meeting at 7:14 pm – Member Tennyson

Second – Vice Chair Griffin

3-0 vote to adjourn Board of Health Meeting at 7:14 pm, Yes, Chairwoman Williams; Yes, Vice Chair Griffin. Yes, Member Tennyson

**Next Board of Health meeting will be**

Respectfully submitted,



Chairwoman Williams

12/13/2016

Dated

Cc: Board of Health Members  
City Council  
City Clerk  
City of Marlborough Website