

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 OCT -1 P 12: 21

1. Minutes, City Council Meeting, September 28, 2015.
2. Communication from the Mayor re: OYO Sportstoy's EDIP Application (TIF) Constructing a State-of-the-Art Manufacturing Facility and Corporate Headquarters to be located at 111 Locke Dr.
3. Communication from City Solicitor Rider re: Summary of Comprehensive Permit for Brookview Village (aka Talia), Proposed Acceptances of Residency Restriction and Public Walking Trail Easements, Order No. 15-1006309, X14-1005759.
4. Communication from City Solicitor Rider re: Acceptance of Diconzo Boulevard as a Public Way.
5. Communication from Assistant City Solicitor Panagore Griffin re: Special Permit of Charter Foods North, LLC, to operate a Taco Bell restaurant with a drive-thru facility at 773 Boston Post Rd. East, in proper legal form, Order No. 15-1006282A.
6. Communication from Assistant City Solicitor Panagore Griffin re: Complete Streets Policy Orders in proper legal form, Order No. 15-1006281.
7. Communication from the Planning Board re: Endorsement of the Complete Streets Policy, Order No. 15-1006281.
8. Communication from Attorney Rowe re: Sign Placement for Rescheduled Heritage Festival, Order No. 15-1006332.
9. Communication from Rick Roper, Crabtree Lake Williams LLC, re: Proposed Façade for Concrete Retaining Walls at Overlook.
10. Petition of NGrid to place new solely owned pole 59-80 to be set approximately 40' north of existing pole 59 to serve new UG services for traffic camera to be installed between 495 North & 495 South.
11. Minutes, School Committee, September 8 & 15, 2015.

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From Finance Committee

12. **Order No. 15-1006303 – Transfer \$8,000.00 in the Inspectional Services Department.** The Finance Committee reviewed the Mayor's letter dated September 10, 2015 requesting the transfer of \$8,000.00 from the Temporary Local Inspector account to the Assistant Wiring Inspector account to cover the increase in electrical inspections. **The Finance Committee voted 5 - 0 to approve the transfer.**

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.



RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 SEP 30 P 4: 12

**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK**

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

SEPTEMBER 28, 2015

Regular meeting of the City Council held on Monday, SEPTEMBER 28, 2015 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Oram, Ossing, Robey, Delano, Elder, Tunnera, Irish and Landers. Absent: Page. Meeting adjourned at 8:18 PM.

ORDERED: That the Minutes of the City Council meeting SEPTEMBER 14, 2015, **FILE**; adopted.

ORDERED: That the **PUBLIC HEARING** On the Petition of Verizon New England Inc. to place two 4" conduits on the northeasterly side of Ames St. beginning at Pole T.20½, located on the northeasterly side of Ames St., then running in a northwesterly direction a distance of approximately 495' to handhole #1, located on the northeasterly side of Ames St., & then continuing in a northwesterly direction a distance of approximately 535' to a point on the northeasterly side of Ames St, Order No. 15-1006310, all were heard who wish to be heard, hearing recessed at 8:06 PM; adopted.

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

Councilors Absent: Page.

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Grant Acceptance in the amount of \$135,000.00 from the Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Mental Health, to continue funding the Police Department's Jail Diversion Program in conjunction with Advocates, Inc., and a gift of \$850.00 from Marlborough Savings Bank to be utilized for the upcoming Police K-9 Street Tactics seminar; adopted.

ORDERED:

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE LATINO HEALTH INSURANCE PROGRAM, INC.
and
THE CITY OF MARLBOROUGH**

1. Purpose of Memorandum of Understanding

The parties enter into this Memorandum of Understanding under the grant from the Massachusetts Department of Public Health Prevention and Wellness Trust Fund ("PWTF"), to the Town of Hudson, to address chronic health conditions in the towns of Hudson, Framingham, Northborough, and the City of Marlborough. The goal of the PWTF is to improve the health of people living with chronic conditions in the towns of Hudson, Framingham, Northborough, and the City of Marlborough, through enhanced care coordination, increasing patient and family education, and establishing clinical-community linkages.

The parties wish to further the clinical-community linkages goal of the PWTF by engaging in case management and referral of people with chronic conditions for assistance, as appropriate, following protocols developed by PWTF.

This Memorandum of Understanding outlines the relationship between The Latino Health Insurance Program, Inc., and the City of Marlborough.

2. No Interference with Existing Agreements

This Memorandum of Understanding sets forth the agreement of the parties as to their rights and obligations under the PWTF and does not alter nor interfere with any existing agreements between the parties.

3. Description of the Parties

The Latino Health Insurance Program, Inc. is a nonprofit, charitable corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices at 276 Union Ave, 2nd Floor, Framingham, Massachusetts 01702. The Latino Health Insurance Program, Inc., has three primary goals; to offer Latinos a community-based, culturally-specific program for health insurance enrollment and maintenance; to connect clients to the appropriate health and health care services (including primary care, oral health services, and specialty care); to promote a more effective use of preventive services and to reduce chronic health conditions.

The City of Marlborough, a municipal corporation ("COMMUNITY PARTNER"); provides elder prevention services through referrals to the Community Health Worker.

4. Duration

The relationship between the parties as set forth in this Memorandum of Understanding shall begin on **August 3, 2015 and end on June 30, 2017**, unless terminated earlier as set forth in paragraph 11 of this Memorandum of Understanding. This Memorandum of Understanding is not automatically renewable, and may be renewed only upon the written agreement of the parties.

5. Responsibilities of the Latino Health Insurance Program, Inc. (LHIP)

- (a) Referrals: LHIP will refer patients with chronic conditions to COMMUNITY PARTNER, in accordance with established PWTF protocols. LHIP will designate a liaison to COMMUNITY PARTNER who will serve as the contact person for the coordination of case management, referrals and advocacy.
- (b) Medical File Confidentiality: LHIP will comply with the provisions of the Health Insurance Portability and Accountability Act ("HIPAA") with respect to Protected Health Information (PHI) and shall treat such information as confidential. LHIP will obtain and document patient consent before referring a patient to COMMUNITY PARTNER.

6. Responsibilities of COMMUNITY PARTNER

- (a) Programs: COMMUNITY PARTNER will host and operate [check all that apply]:
- [] Chronic Disease Self-Management (CDSMP) courses in English
 - [] Tai Chi
 - [] MOB in English
 - [x] Home Safety Assessments
- (b) Referrals: COMMUNITY PARTNER will receive referrals from LHIP and be responsible for enrolling those referrals and sending status updates, as agreed by the parties, for each referral. COMMUNITY PARTNER will designate a staff member to serve as a liaison to LHIP for care management and coordination.
- (c) Medical File Confidentiality: COMMUNITY PARTNER will take all reasonable steps to preserve the confidentiality of PHI. LHIP will provide PHI to COMMUNITY PARTNER upon the receipt of the patient's signed authorization.
- (d) Impermissible Disclosure of PHI: If an impermissible disclosure of PHI occurs, COMMUNITY PARTNER agrees to inform LHIP of the disclosure, as soon as practicable after discovering the disclosure.

7. Mutual Responsibilities

- (a) Communication: The designated COMMUNITY PARTNER staff shall be accessible to LHIP staff by telephone and email during normal, weekday business hours. LHIP liaison(s) shall be available to COMMUNITY PARTNER by telephone and email during normal, weekday business hours.

- (b) Data: LHIP and COMMUNITY PARTNER will work together to collect and share data throughout the course of the PWTF grant period. Program data will be reported following the confidentiality and data sharing protocols outlined in paragraphs 5(b) and 6(c) and (d) of this Memorandum of Understanding.
- (c) Program Evaluation: COMMUNITY PARTNER and LHIP will promptly and jointly develop evaluation protocols and engage in regular evaluation or program activities and outcomes as required by the PWTF. The parties agree to share outcomes when feasible, with patient consent, while safeguarding PHI.

8. No Partnership or Joint Venture

This Memorandum of Understanding shall not create a partnership or joint venture between the parties. Neither party may act as an agent, express or implied, for the other, nor may either party make any commitment, financial or otherwise, on behalf of the other. No employee of the LHIP shall be considered an employee of the COMMUNITY PARTNER. No employee of the COMMUNITY PARTNER shall be considered an employee of LHIP.

9. Indemnification and Hold Harmless Provisions

(a) Indemnification of the COMMUNITY PARTNER

LHIP agrees at all times during the operation of this Agreement to indemnify and hold harmless the COMMUNITY PARTNER against any liability, loss, damages or expenses that COMMUNITY PARTNER may sustain, incur, or be required to pay by reason of any person's personal injury, death, or property loss or damage sustained because of the negligent acts or omissions of LHIP, or any of its employees, officers, agents, volunteers, or representatives, in providing services under the terms of this Memorandum of Understanding, except that the provisions of this clause shall not apply to liabilities, losses, charges, costs or expenses caused solely or resulting solely from the negligent acts or omissions of the COMMUNITY PARTNER or any of the COMMUNITY PARTNER's employees, officers, agents, volunteers, or representatives.

10. Liability Insurance

During the operation of this Memorandum of Understanding, the COMMUNITY PARTNER shall maintain General Liability insurance in amount not less than \$1,000,000 per incident/\$2,000,000 per coverage period. LHIP shall be additional insured only with a limit to \$100,000 Occurrence/\$200,000 General Aggregate on such insurance policy per the municipal liability cap set forth in Chapter 258 of the Massachusetts General Laws. Within ten (10) days of the execution of this Agreement by the COMMUNITY PARTNER, the COMMUNITY PARTNER shall provide the LHIP with a certificate of insurance indicating the coverage as set forth in this paragraph, and indicating LHIP as an additional insured for the limits specified above. The policy of insurance referenced in this paragraph shall provide that the insurer will provide at least thirty (30) days' notice to LHIP if coverage is reduced, expires, or is cancelled. In the event that coverage is reduced, expires or is cancelled during the operation of this Agreement, the LHIP may pay the insurer directly to maintain the policy as in effect at the time of the notice of reduction, termination or expiration. The Partner may deduct the amount of the payment of the full or partial insurance policy premium, from money owed or to be owed, to the Grantee.

11. Termination

Either party may terminate this Memorandum of Understanding for any reason, without cause, upon thirty (30) calendar day's prior written notice to the other party. Written notice under this paragraph must be presented to the other party at the address set forth in paragraph 3 of this Memorandum of Understanding, by any of the following means:(a) Certified mail, return receipt requested; (b) By-Hand; (c) Overnight delivery via any mail or delivery service that provides the sender with a record of the date of receipt by the receiving party.

12. Applicable Law

This Memorandum of Understanding shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws provisions.

THE LATINO HEALTH INSURANCE PROGRAM, INC., BY:

COMMUNITY PARTNER, CITY OF MARLBOROUGH BY:

Signature

Signature

Milagros Abreu, President
Name and Title

Arthur G. Vigeant, Mayor
Name and Title

Date

Date

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

ORDERED:

**Acceptance of Layout of LaCombe Street As A Public Way
AND
Eminent Domain Order of Taking**

WHEREAS, at a meeting of the City Council of the City of Marlborough held this ___ day of _____ 2015 it is ordered that the City Council, having determined and adjudicated that the common convenience and necessity require that LaCombe Street, Marlborough, MA, the westerly portion of its length being owned by the City of Marlborough (not including the cul-de-sac terminus) and the easterly portion of its length being a privately owned (including the entirety of the cul-de-sac terminus) all of which is laid out in the location hereinafter described and shown on Exhibit "A" hereto, having complied with all the requirements of law relating thereto, become a public way in the entirety of its length and width from Valley Street up to and including the cul-de-sac terminus, title for which cul-de-sac and title to the drainage easement and flow easements shown on Exhibit "A" having been granted to the City of Marlborough in a Quitclaim Deed from LaCombe Business Center, LLC, with a business address at 58 LaCombe Street, Marlborough MA, said deed to be recorded herewith at the Middlesex Couth County Registry of Deeds, did on the ___ day of _____ 2015 lay out such way under provision of law and it was voted following the report of said layout, to accept such way as laid out, effective upon recording of the taking by eminent domain herein; and at the same time;

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience, public welfare, and necessity require that the fee interest in the private portion of the length of LaCombe Street, being the easterly portion of said way as shown on Exhibit "A" hereto, the layout of said way having been accepted by the City Council as described herein, be taken for the purposes of a public way and for each and every municipal purposes including without limitation the repair, construction, maintenance, replacement, operation, alteration, removal, and improvement of public utilities and appurtenant structures, paving, curbs, sidewalks, fixtures, and appurtenant structures, and equipment located in, on, under, and through said way;

WHEREAS, the City Council of the City of Marlborough has determined that the public welfare, safety, and common convenience require that legal interests in certain portions of land located on LaCombe Street as more particularly described herein be taken for said municipal purposes, and for other municipal purposes, and that the taking by Eminent Domain is reasonable and necessary to carry out the aforementioned purposes; and,

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

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

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

DESCRIPTION OF LAND TAKEN

1. Street address: 48 Valley Street, Marlborough, MA 01752

Being a 2,566 S.F. portion of the property located at 48 Valley Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 50 on the Assessors' Map of the City of Marlborough, which 2,566 S.F. portion consists of 660 S.F. of vegetated area on LaCombe Street and 1,906 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Elizabete D.S. Costa
48 Valley Street
Marlborough, MA

**2. Street Address: LaCombe Street, Marlborough, MA 01752
(being a separate parcel of 7 Brook Street)**

Being a 1,150 S.F. portion of the property located on LaCombe Street, said property also known and numbered as Map 82, Parcel 48 on the Assessors' Map of the City of Marlborough, which 1,150 S.F. portion consists of 255 S.F. vegetated area on LaCombe Street and 895 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32

Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Foggy Style LLC
6 Angelica Drive
Southborough, MA 01772

3. Street Address: 11 Brook Street, Marlborough, MA 01752

Being a 1,149 S.F. portion of the property located at 11 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 47 on the Assessors' Map of the City of Marlborough, which 1,149 S.F. portion consists of 250 S.F. of vegetated area on LaCombe Street and 899 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Hersson Villatoro & Sandra Villatoro
11 Brook Street
Marlborough, MA 01752

4. Street Address: LaCombe Street, Marlborough, MA 01752

Being a 2,304 S.F. portion of the property located on LaCombe Street, said property also known and numbered as Map 82, Parcel 45 on the Assessors' Map of the City of Marlborough, which 2,304 S.F. portion consists of 515 S.F. of vegetated area on LaCombe Street and 1,789 S.F. of paved area of LaCombe Street as shown Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Barbara Lizotte, Trustee, Lizotte Trust, its heirs, assigns or beneficiaries
46 Westlook Lane
Westport, MA 02790

5. Street Address: 23 Brook Street, Marlborough, MA 01752

Being a 1,426 S.F. portion of the property located at 23 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 56 on the Assessors' Map of the City of Marlborough, which 1,426 S.F. portion consists of 370 S.F. of vegetated area on LaCombe Street and 1,056 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Francis Cannavino & Celia R. Cannavino
9 Dunster Avenue
Wayland, MA 01778

6. Street Address: 27 Brook Street, Marlborough, MA 01752

Being a 897 S.F. portion of 27 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 44A on the Assessors' Map of the City of Marlborough, which 897 S.F. portion consists of 230 S.F. of vegetated area on LaCombe Street and 667 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Silas Evangelista & Dinalva Evangelista
27 Brook Street
Marlborough, MA 01752

7. Street Address: 31 Brook Street, Marlborough, MA 01752

Being a 1,127 S.F. portion of the property at 31 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 44 on the Assessors' Map of the City of Marlborough, which 1,127 S.F. portion consists of 305 S.F. of vegetated area on LaCombe Street and 822 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Philip L. Bancroft & Raeanne T. Bancroft
31 Brook Street
Marlborough, MA 01752

8. Street Address: 35 Brook Street, Marlborough, MA 01752

Being a 3,617 S.F. portion of the property at 35 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 43 on the Assessors' Map of the City of Marlborough, which 3,617 S.F. portion consists of 1,040 S.F. vegetated area on LaCombe Street and 2,577 S.F. of paved area of LaCombe Street as shown on Exhibit "A", being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County) Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Walter Demoorjian, Trustee, Demoorjian Family Trust
35 Brook Street
Marlborough, MA 01752

AWARDS

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

<u>OWNERS</u>	<u>MARLBOROUGH ASSESSORS' MAP/PARCEL</u>	<u>AREA COMPONENTS (TOTAL AREA)</u>	<u>AWARD</u>
Elizabete D.S. Costa 48 Valley Street Marlborough, MA	82/50	660 S.F. vegetated area 1,906 S.F. paved area (2,566 S.F.)	\$3,960
Foggy Style LLC 6 Angelica Drive Southborough, MA 01772	82/48	255 S.F. vegetated area 895 S.F. paved area (1,150 S.F.)	\$1,275
Hersson Villatoro & Sandra Villatoro 11 Brook Street Marlborough, MA 01752	82/47	250 S.F. vegetated area 899 S.F. paved area (1,149 S.F.)	\$0
Barbara Lizotte, Trustee, Lizotte Trust (its heirs, assigns or beneficiaries) 46 Westlook Lane Westport, MA 02790	82/45	515 S.F. vegetated area 1,789 S.F. paved area (2,304 S.F.)	\$386
Francis Cannavino & Celia R. Cannavino 9 Dunster Avenue Wayland, MA 01778	82/56	370 S.F. vegetated area 1,056 S.F. paved area (1,426 S.F.)	\$1,850
Silas Evangelista & Dinalva Evangelista 27 Brook Street Marlborough, MA 01752	82/44A	230 S.F. vegetated area 667 S.F. paved area (897 S.F.)	\$0
Philip L. Bancroft & Raeanne T. Bancroft 31 Brook Street Marlborough, MA 01752	82/44	305 S.F. vegetated area 822 S.F. paved area (1,127 S.F.)	\$0
Walter Demoorjian, Trustee, Demoorjian Family Trust 35 Brook Street Marlborough, MA 01752	82/43	1,040 S.F. vegetated area 2,577 S.F. paved area (3,617 S.F.)	\$0

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

ORDERED: That the Reappointment of Priscilla Ryder as Conservation Officer for a term of three years to begin upon date of City Council approval, refer to **PERSONNEL COMMITTEE**; adopted.

ORDERED: That the City Clerk be and is herewith directed to have proper notices issued notifying the VOTERS of the City of Marlborough that the **PRELIMINARY MUNICIPAL ELECTION** will be held in the polling locations as noted below on **OCTOBER 6, 2015** as follows: Office of Mayor, Councilors At-Large, and Assabet Valley Regional Vocational School Committee member.

THE POLLS WILL OPEN AT 7:00 A.M. AND WILL CLOSE AT 8:00 P.M.

POLLING LOCATIONS ARE AS FOLLOWS:

WARD ONE: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD TWO: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD THREE: Precinct 1	Senior Center, 40 New Street
WARD THREE: Precinct 2	Raymond J. Richer School, 80 Foley Road, Room 103
WARD FOUR: Precinct 1 and 2	Senior Center, 40 New Street
WARD FIVE: Precinct 1 and 2	Senior Center, 40 New Street
WARD SIX: Precinct 1 and 2	1LT Charles W. Whitcomb School, 25 Union Street, Library
WARD SEVEN: Precinct 1 and 2	Hildreth School Gymnasium, 85 Sawin Street

FILE; adopted.

ORDERED: That the Minutes, Recreation Commission, April 8, 2015, **FILE**; adopted.
Councilor Oram abstained.

ORDERED: That the Minutes, Planning Board, July 27, & August 24, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Conservation Commission, August 20, & September 3, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Zoning Board of Appeals, August 18 & September 8, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Traffic Commission, July 28 & August 25, 2015, **FILE**; adopted.

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

- a. Dan Ward, 23 Parkerville Rd., Southborough, MA 01772, pothole or other road defect.
- b. Andrian Torres Jr., 688 Boston Post Rd. East, #301, other property damage.
- c. WeCare Environmental LLC, 856 Boston Post Rd. East, other property damage

Reports of Committees:

Councilor Ossing reported the following out of the Finance Committee:

**Marlboro City Council Finance Committee
Monday September 21, 2015
In Council Chambers**

Present: Chairman Ossing; Finance Committee members Councilors Robey, Elder, Oram and Irish. Councilors Clancy and Landers were also in attendance. The meeting convened at 7:01 PM.

1. **Order #15-1006303 – Transfer \$8,000.00 in the Inspectional Services Department:** The Finance Committee reviewed the Mayor's letter dated September 10, 2015 requesting the transfer of \$8,000.00 from the Temporary Local Inspector account to the Assistant Wiring Inspector account to cover the increase in electrical inspections. The Finance Committee voted 5 - 0 to approve the transfer.
2. **Order #15-1006306 – Council on Aging Revolving Fund for FY16:** The Finance Committee reviewed the Mayor's letter dated September 10, 2015 requesting the establishment of the Council on Aging Revolving Fund for FY16. The Finance Committee voted 5 - 0 to approve the establishment of the Council on Aging Revolving Fund for FY16.

The Finance Committee agreed to recommend suspending the rules at the September 28, 2015 meeting to report out the Finance Committee approval of the revolving fund.

The Finance Committee adjourned at 7:35 PM.

Suspension of the Rules requested-granted

ORDERED:

Council on Aging Revolving Fund

That pursuant to the provisions of § 53E½ of Chapter 44 of the General Laws of the Commonwealth of Massachusetts, the City Council of the City of Marlborough, upon the recommendation of the Mayor, does, to be effective during fiscal year 2016, authorize a revolving fund to be utilized by the Council on Aging. It is further ordered that:

- (a) receipts credited to the fund shall be limited to donations to the Council on Aging/Senior Center; and
- (b) expenditures from said fund shall be limited to Council on Aging/Senior Center programming; and
- (c) the Executive Director of the Council on Aging shall be the only officer authorized to approve expenditures from the same; and
- (d) no more than forty thousand dollars (\$40,000.00) shall be expended during Fiscal Year 2016, unless otherwise authorized by the City Council and Mayor; and
- (e) the Executive Director of the Council on Aging shall prepare a year-end report identifying funds received, funds expended, description of expenditures, and year-end balance; and
- (f) the provisions of this order shall not be changed unless approved by the Mayor and City Council.

APPROVED; adopted.**Suspension of the Rules requested-granted**

ORDERED: That the request to place fifteen signs, three of which will be placed on City property, as follows, to promote the Marlborough Heritage Festival to be held in downtown Marlborough on October 2nd 3rd and 4th, **APPROVED;** adopted.

Corner of Maple and Mill Streets (City Owned Property)
SE Corner of park Granger and West Main Street (City Owned Property)
Corner of Boston Post Rd and Farm Road (City Owned Property)

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 8:18 PM.



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

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CITY OF MARLBOROUGH
2015 OCT - 1 A 11: 38

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

October 1, 2015

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

Re: OYO Sportstoy's EDIP Application Constructing a State-of-the-Art Manufacturing Facility and Corporate Headquarters

Honorable President Clancy and Councilors:

I am writing to ask that the Marlborough City Council favorably look upon OYO Sportstoy's EDIP application. The EDIP preliminary application is enclosed, along with:

- the proposed TIF agreement;
- the proposed Council resolution; and
- the local incentive valuation.

OYO Sportstoy's is planning to move their current operations and corporate headquarters from Acton, Massachusetts to Marlborough and expand into a minimum of 65,000 sq./ft. located at 111 Locke Drive. This will result in 195 new jobs in Marlborough and an approximately \$8 million dollar investment in the existing site through combined soft, real property and personal property costs.

OYO Sportstoy's is applying for Certified Project status from the Economic Assistance Coordinating Council and is asking us to partner with them to help bring high-quality jobs to the municipality.

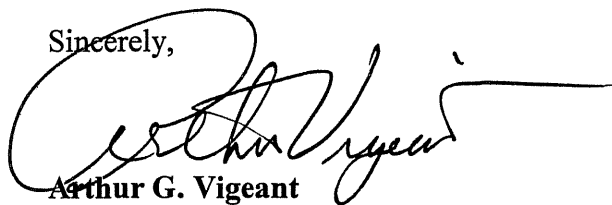
Marlborough's commercial activity has rebounded much quicker than the rest of the Route 495 belt and Oyo Sportstoy's is another example of a company choosing to invest in Marlborough. In this instance, OYO Sportstoy's is committing \$8 million dollars over a ten year period to renovate the facility. Beyond bringing 195 new jobs to the City, the project also figures to add an additional \$462,626 of new tax dollars to the City over the course of the agreement.

OYO Sportstoy's could have expanded in a number of communities; however, OYO Sportstoy's chose Marlborough due to our access to a well-educated workforce with a high degree of knowledge within the advanced manufacturing sector and our transportation access. It is an affirmation of Marlborough and a credit to you that we are able to attract another successful job creator.

Needless to state, fostering the economic growth of a thriving manufacturing company is a high priority for the Commonwealth of Massachusetts and for the City of Marlborough. Therefore, I am requesting that the City Council work with me in expeditiously approving this EDIP application.

Thank you for your attention to this request and please do not hesitate to contact me with any questions.

Sincerely,

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

Arthur G. Vigeant
Mayor

Enclosures

Attachment
Preliminary EDIP Application



September 9, 2015

The Honorable Arthur Vigeant, Mayor
City of Marlborough
Marlborough City Hall
140 Main Street 4th Fl.
Marlborough, MA 01752

RE Intent to Apply For Massachusetts Economic Development Program (EDIP) in Marlborough

Dear Mayor Vigeant:

This letter is OYO Sportstoys, Inc. "OYO Sports" letter of intent as required pursuant to the Economic Development Incentive Program, (EDIP).

On February 24th 2015, I met with Tim Cummings of Marlborough's Economic Development Corporation to discuss the EDIP Program and the various incentives available during the initial phase of our site selection process. Needless to state, through Tim's diligence Marlborough remained a particularly attractive community due to Marlborough Economic Development's boosterism.

Today I am submitting this letter, because after an exhaustive seven month search of property along Route 495. OYO Sports identified a property and would lease 65,000 square feet initially with an eye to growing into the remainder of the space. The proposed project entails an initial private investment in excess of \$8.0 million. This proposed investment would be made in a building located on 111 Locke Drive creating a state of the art advanced manufacturing facility and corporate headquarters. The initial move would bring 95 full time jobs to Marlborough by mid-2016. It is Oyo Sports' intent to create 100 net new jobs to the Commonwealth of Massachusetts over ten years starting in 2017.

OYO Sports is privately held company founded in 2011 that has seen tremendous growth due to its licensing agreements with professional sports franchises and leagues. OYO has quickly capitalized on these assets and has secured wonderful distribution into big-box retailers while simultaneously creating an online presences that can customize and expedite sales through the company's online portal.

OYO Sports is an advanced manufacturer founded in the Commonwealth of Massachusetts and remaining in Massachusetts is a high priority; however, being a manufacturer in Massachusetts can prove to be challenging, which is why I am turning to you and the Commonwealth to partner with us for our shared mutual benefit. OYO Sports is therefore requesting that you accept this letter as the formal letter of intent required under the Economic Development Incentive Program, (EDIP).

We would welcome this potential opportunity to create a partnership with Marlborough and your willingness to assist OYO Sports as we grow.

Sincerely yours,

Craig Gainsboro
CFO

A handwritten signature in black ink, appearing to read "Craig Gainsboro", written over a horizontal line.

cc: Jon Golnik, MOBD Regional Director
Tim Cummings, Marlborough Economic Development Corporation



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

**Economic Development Incentive Program (EDIP)
PRELIMINARY APPLICATION**

The following information is required by the Massachusetts Office of Business Development (MOBD) and the Economic Assistance Coordinating Council (EACC) to make a preliminary determination on the eligibility of a project under the Economic Development Incentive Program. This application must be returned in electronic form to your MOBD Regional Director and a hardcopy with original signature(s) mailed to: EDIP Manager, MOBD, 10 Park Plaza, Suite 3730, Boston, MA 02116. Please refer to the EDIP Guidelines, www.mass.gov/hed/edip and your MOBD Regional Director for assistance with this application.

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PART I. COMPANY OVERVIEW					
1. COMPANY INFORMATION					
Company Name:	OYO Sportstoys, Inc.				
Project Location Address:	Street Address:	20 Main Street			
	City:	Acton	MA	Zip Code:	01720
Company Headquarters Location:	City:	Acton	State:	MA	
FEIN (Federal Employer Identification Number):	451683287				
DUA # (Dept. of Unemployment Assistance #):	10054349				
Type of Organization:	(a) Type of Organization: Corporation				
Company's Taxable Year End:	12/31				
NAICS Code:	339930				
Is the applicant classified as a MA Department of Revenue Manufacturer?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Company's outside of Massachusetts sales as a percentage of total sales: (a) currently (b) projected upon completion of proposed project:	(a) Current Outside of MA sales as of 8/31/2015 : 80% (b) Projected Outside of MA sales upon completion of project: 80% Additional Information (if necessary):				
2. COMPANY CONTACT					
Executive Officer/ Company Designee:	Full Name:	Craig Gainsboro	Title:	Chief Financial Officer	
Contact (if different from above):	Full Name:	Martin Hanssmann	Title:	Senior V.P.	
Contact Address:	Street Address:	20 Main Street			
	City:	Acton	State:	MA	Zip Code: 01720
Telephone Number:	978-264-2000				
Email Address:	hanssmann@oyosportstoys.com				
3. COMPANY DESCRIPTION & HISTORY					
Please provide a brief description and history of the company.					
<p>OYO Sporttoys, Inc., headquartered in Acton, Massachusetts is a local manufacturing company that produces minifigure toys that resemble star athletes and their corresponding playing fields. OYO Sportstoys was founded in 2011 as a start up business raising \$14 million in funding to date. Today, the company has agreements with Major League Baseball, the NFL, NCAA and the National Hockey League along with their players associations to produce toys featuring their star players. OYO will expand to include soccer, basketball and other sports nationally and internationally. In addition, the company is able to quickly manufacture products in a way that keeps up with social trends.</p>					

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OYO Sportstoys has received numerous accolades and is well capitalized with support from Mandalay Sports based in Los Angeles, Boston Seed Capital and Cambridge based Atlas Venture.

For more information, visit www.oyosportstoys.com.

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PART II. ECONOMIC DEVELOPMENT PROJECT

1. PROPOSED BUSINESS EXPANSION PROJECT

(a) Please provide a description of the proposed expansion project.

OYO Sportstoys, Inc. currently leases 30,000 square feet of space in Acton, Massachusetts. Due to customer demands, the company is looking to expand in the City of Marlborough. The company intends to lease a minimum of 65,000 square feet and bring 95 jobs to the city while creating an additional 100 new jobs in the Commonwealth. OYO Sportstoys has proposed plans to renovate 111 Locke Drive for use as a state-of-the art manufacturing facility and corporate headquarters.

(b) Does the current public infrastructure meet the proposed certified project's needs? If no, please explain.

Yes No

If no, please explain:

2. PROJECT TIMELINE

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
9/9/2015	1/1/2016	3/15/2016	3/31/2016

Additional Information (if necessary) on Project Timeline:

3. INVESTMENT BREAKDOWN

Please provide a breakdown of the expected investment required and associated costs.

Land: \$0
 Construction: \$2,000,000
 Machinery & Equipment: \$5,000,000
Other : \$1,000,000
Total Projected Investment: \$8,000,000

Additional Information (if necessary) on Investment:

Construction: Electrical, Mechanical, Furnishings
 Machinery and Equipment: Automation Equipment, Printers, Stalkers, Molds
 Other: Computers, Office Equipment

4. MASSACHUSETTS EMPLOYMENT

(a) Is the applicant new to Massachusetts?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(i) If no, where are the existing Massachusetts facilities?	Acton MA	N/A <input type="checkbox"/>

COMMONWEALTH OF MASSACHUSETTS
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(ii) If no, what is the applicant's full-time, permanent employment in Massachusetts (total of all MA facilities)?	95 full-time permanent MA employees as of 9/9/2015	N/A <input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please explain:	
5. PROJECT LOCATION EMPLOYMENT		
Please indicate the number of:		
(a) Full-Time Permanent Jobs to be Created (net new to facility and Massachusetts):	(b) Full-Time Permanent Employment to be Retained (number of employees currently at the Project Location, if any):	(c) Full-time Permanent Employees to be transferred from other Massachusetts Locations to Project Location (if any):
100	0	95
(d) Total Full-Time Permanent Existing Jobs to be Retained at Project Location (Sum of questions 5b. and 5c.):		
95		
Additional Information (if necessary) on Project Location Employment:		
(e) What action will the applicant take to recruit employees from among residents of the municipality and/or Economic Target Area? Oyo Sportstoys, Inc. intends to continue to recruit and hire locally. Job postings will be made on major recruiting websites and Oyo Sportstoys, Inc. will participate in the City of Marlborough sponsored job fairs.		
(f) Will the project result in significant spin off economic benefit and support Massachusetts based suppliers and contractors? Please explain.		
6. FACILITY		
(a) Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?	Lease <input checked="" type="checkbox"/> Own <input type="checkbox"/>	
(i) If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?	US REIF 111 Locke Drive Massachusetts LLC	N/A <input type="checkbox"/>
(ii) If owning, will the applicants fully occupy the space?	Yes <input type="checkbox"/> No <input type="checkbox"/>	
		N/A <input checked="" type="checkbox"/>

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<p>(iii) If the applicant will not fully occupy the space, does it intend to lease/rent the remaining space? If yes, to whom (if known)?</p>	<p>Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, to whom?</p>	<p>N/A <input checked="" type="checkbox"/></p>
<p>(b) Is the site of the facility a 43D Preferred Development Site? If yes, name site.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name site:</p>	<p>N/A <input type="checkbox"/></p>
<p>(c) Does the proposed expansion project involve the renovation and reuse of an abandoned building?</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>	
<p>(i) If yes or unsure, how long has the building been vacant or unused (if known, state date)</p>	<p>months Vacant since: <i>Select mm/dd/yyyy</i></p>	<p>N/A <input checked="" type="checkbox"/></p>
<p>(ii) If yes, during the period of time that the building has been vacant or unused, what percentage of the building was vacant and unused? If the percentage varied during this time period, provide information for each change in the percent of vacant space and the applicable time period.</p>	<p>% vacant Details:</p>	<p>N/A <input checked="" type="checkbox"/></p>
<p>7. INCENTIVES & FINANCING</p>		
<p>(a) Please indicate which incentives the applicant is seeking in relation to the expansion project.</p>	<p>State Investment Tax Credit</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
	<p>Local Real Estate Tax Incentive</p>	<p>Yes <input checked="" type="checkbox"/> No <input type="checkbox"/></p>
	<p>State Abandoned Building Renovation Deduction</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>
<p>(b) Is the applicant seeking tax incentives from the Massachusetts Life Science Center? If yes, please explain as this may affect the potential EDIP benefits.</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If, yes please explain:</p>	
<p>(c) Please provide detailed information on any other sources of public or quasi-public funding that has been received or will be sought to contribute towards the financing of the proposed expansion.</p>	<p>None</p>	
<p>(d) Has the applicant previously been approved as a "Certified Project" by the Economic Assistance Coordinating Council (EACC)?</p>	<p>Yes <input type="checkbox"/> No <input checked="" type="checkbox"/></p>	

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<p>If yes, what is the Project (i) name; (ii) municipality; (iii) approval date?</p>	<p>(i) Project Name: (ii) Project Municipality: (iii) Project Approval Date: <i>Select mm/dd/yyyy</i></p>	<p>N/A <input checked="" type="checkbox"/></p>
<p>(e) Please indicate whether the applicant has utilized other sources of public or quasi-public funding in the past. If applicable, please explain specific uses of funding and amount. If other, please give details on the funding source.</p>	<p><i>Select Funding Source</i></p>	<p>N/A <input checked="" type="checkbox"/></p>
	<p><i>Select Funding Source</i></p>	<p>N/A <input checked="" type="checkbox"/></p>
	<p><i>Select Funding Source</i></p>	<p>N/A <input checked="" type="checkbox"/></p>
	<p>If applicable or other, please explain:</p>	<p>N/A <input checked="" type="checkbox"/></p>

COMMONWEALTH OF MASSACHUSETTS
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PART III. LABOR AFFIRMATION

1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS

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

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

2. COMPANY DISCLOSURE

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

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

IV. AUTHORIZATION & CERTIFICATIONS

1. CERTIFICATE OF GOOD STANDING

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

*Applications will not advance to the supplemental round until a Certificate of Good Standing is received. The certificate must be dated within 6 months of the anticipated EACC meeting that the project is coming forth for review.

To obtain a Certificate of Good Standing visit:

<https://wfb.dor.state.ma.us/webfile/Certificate/Public/WebForms/Welcome.aspx>

Attached

Date of DOR Application for Certificate of Good Standing: 9/16/2015

Notes:

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

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 ECONOMIC ASSISTANCE COORDINATING COUNCIL
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2. COMPLIANCE WITH MASSACHUSETTS OBLIGATIONS

The following section will be sent to The Commonwealth of Massachusetts' Joint Task Force on the Underground Economy and Employee Misclassification which will certify that the applicant is in compliance with its obligations to the state of Massachusetts. The Joint Task Force will contact the applicant directly if there is an outstanding issue.

Legal Business Name:	OYO Sportstoys, Inc.				
Doing Business As:	OYO Sports				
Primary Business Address:	Address:	20 Main Street			
	City:	Acton	State:	MA	Zip Code: 01720
FEIN (Federal Employer Identification Number):	451683287				
DUA # (Dept. of Unemployment Assistance #):	10054349				
Type of Organization:	Corporation				
Total Number of MA Employees:	95				
List Address(es) of other Business Locations in MA:					

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

3. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT

I/We, Craig Gainsboro, Chief Financial Officer (names and titles) of the applicant business applying for "Certified Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales to the best of my/our knowledge after having conducted reasonable inquiry. I/We understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Project is the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information. I/We make this certification under the pains and penalties of perjury.

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

Signed:

	Chief Financial Officer	Select mm/dd/yyyy
Name	Title	Date

		Select mm/dd/yyyy
Name	Title	Date

Attachment
Good Standing Certificate



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



74088370

Ronald L. Walker, II
SECRETARY

Robert T. Cunningham
DUA DIRECTOR

Oyo Sportstoys Inc
Attn: Suzi Burger
20 Main Street
ACTON, MA 01720-2327

EAN: 10054349
September 16, 2015

Certificate Id:1605

The Department of Unemployment Assistance certifies that as of 9/16/2015, Oyo Sportstoys Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Robert T. Cunningham, Director

Department of Unemployment Assistance

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7066
BOSTON, MA 02204



AMY PITTER, COMMISSIONER
ROBERT O'NEILL, BUREAU CHIEF

OYO SPORTSTOYS, INC.
20 MAIN ST
ACTON, MA 01720

T/P ID 451683287
Date 6/19/2014
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "Robert O'Neill", written over a white background.

Robert O'Neill, Bureau Chief

**Attachment
TIF Agreement**

**TAX INCREMENT FINANCING AGREEMENT BETWEEN
THE CITY OF MARLBOROUGH, OYO SPORTSTOYS, INC. AND
U.S. REIF 111 LOCKE DRIVE MASSACHUSETTS, LLC**

This **TAX INCREMENT FINANCING AGREEMENT** (the "**TIF Agreement**" or the "**Agreement**") is made this ____ day of _____, 2015 by and between the City of Marlborough (the "**City**"), OYO Sportstoy, Inc. (the "**Company**"), and U.S. REIF 111 Locke Drive Massachusetts, LLC (the "**Owner**").

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

WHEREAS, the Company is a foreign for-profit corporation organized under the laws of Delaware, having its principal U.S. headquarters located at 20 Main Street, Acton, MA 01720, and is authorized to do business in Massachusetts; and

WHEREAS, the Owner is the fee owner of the parcel of land located at 111 Locke Drive, Marlborough, Massachusetts 01752, as further depicted on Marlborough City Assessor's Map 54, Parcel 1 (the "**Property**"); and

WHEREAS, the Company intends:

- 1) To lease from the Owner a minimum of 65,000 rentable square feet of space in an approximately 131,489 square foot building located at 111 Locke Drive, Marlborough, together with parking facilities and other improvements located thereon (hereinafter, the leased space is defined as the "**Project Area**"); and
- 2) To make improvements to the Project Area in furtherance of constructing a state-of-the-art advanced manufacturing facility, and corporate headquarters; and

WHEREAS, the Project Area is to be located within the boundaries of the Framingham-Marlborough Regional Economic Target Area (ETA) (as that term is used in Massachusetts General Laws, Chapter 23A, Section 3D, and referred to below as the "**ETA**"); and

WHEREAS, the Company expects to have based out of the Project Area approximately ninety-five (95) permanent, full-time jobs presently located throughout Massachusetts, and beginning on the effective date of this agreement, to create and, over the term of the agreement, to maintain at the Project Area one hundred (100) new, permanent, full-time jobs open to qualified residents of Marlborough and the ETA; and

WHEREAS, the improvements to the Project Area are estimated to result in an initial capital investment by the Company of approximately \$8 million in combined soft, real property and personal property costs (the "**Project**"); and

WHEREAS, the Owner shall make additional improvements to the Project Area in accordance with the terms of the lease agreement; and

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

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

WHEREAS, the Project and its related job creation will further the economic development goals and criteria established for the ETA; and

WHEREAS, by a letter dated October 1, 2015, the Mayor recommended the TIF Agreement to the Marlborough City Council;

NOW, THEREFORE, in consideration of the mutual promises of the parties contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and contingent upon receipt of authorization from the City Council and in accordance with applicable law, the parties hereby agree as follows:

A. THE CITY'S OBLIGATIONS:

1. The City Council approved the provisions of this TIF Agreement on _____, 2015 pursuant to the Resolution attached hereto. The City Council hereby authorizes the Mayor to execute this TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and the Owner with this TIF Agreement's terms. The Mayor is authorized to act for and on behalf of the City in proceedings relating to the approval of this Agreement by the Massachusetts Economic Assistance Coordinating Council (the "EACC").
2. A Tax Increment Financing exemption (the "Exemption") for the Project Area is hereby granted to the Company and the Owner by the City in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5, Cl. Fifty-first, of the Massachusetts General Laws. The Exemption shall be for a period of ten (10) years (the "Exemption Term"), commencing on July 1, 2016 (the beginning of fiscal year 2017) and ending on June 30, 2026 (the end of fiscal year 2026). The Exemption shall pertain to real property taxes for the Project Area, according to the following schedule:

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

REAL PROPERTY EXEMPTION	
Fiscal Year	Exemption Percentage
2017	100%
2018	100%
2019	50%
2020	50%
2021	30%
2022	25%
2023	25%
2024	5%
2025	5%
2026	5%

3. The base valuation for the Project Area shall be the assessed valuation of the Project Area in the base year. The base year is the most recent fiscal year immediately preceding the fiscal year in which the property becomes eligible for the TIF exemption. As provided in 760 C.M.R. 22.05(4)(d), see 402 C.M.R. 2.22, the Project shall become eligible for the Exemption on the July 1st following the date on which the EACC approves the TIF Plan, which is expected to be December 16, 2015. However, the initial improvements to the Project Area are expected to be completed in approximately March 2016. Therefore, the exemption is expected to commence on July 1, 2016, which is the beginning of fiscal year 2017. Accordingly, the base year for this TIF Agreement will be fiscal year 2016. Consequently, the base valuation for the real property pertinent to the Project Area will be determined as of January 1, 2015.

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

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

1. The City is granting the Tax Increment Financing Exemption for the Project Area in consideration of the following commitments:
 - (a) In anticipation of the receipt of the TIF benefits described in this Agreement, the Company agrees that receipt of such TIF benefits is conditioned upon the Company's lease of the Project Area from the Owner and development of the site into a state-of-the-art advanced manufacturing center and corporate headquarters;

- (b) As part of leasing the Project Area, the Company agrees that it will make capital improvements, which are currently estimated to be approximately \$8 million in combined soft, real property and personal property costs, and that it will timely pay all municipal permit fees required in connection with such improvement and investment;
- (c) The Company and the Owner agree to timely pay all of the taxes owed to the City by the Company and the Owner, respectively, over the term of this TIF Agreement; and
- (d) The Company agrees to relocate to the Project Area, following completion of the improvements in approximately March 2016, ninety-five (95) permanent full-time jobs which are existing as of the effective date of this Agreement and which are presently located throughout Massachusetts, and thereafter to create and maintain over the term of the Agreement a minimum of one hundred new permanent full-time jobs, for a minimum cumulative of one hundred and ninety-five (195) permanent full-time employees (as "permanent full-time employee" is defined in 402 C.M.R. 2.03), to be employed at the Project Area ("Permanent Full-Time Employees"). The following schedule details the Company's schedule of job creation at the Project Area:

SCHEDULE OF JOB CREATION			
End of Fiscal Year(s)	Permanent Full-Time Employees Relocated	Permanent Full-Time Employees New	Minimum Cumulative Total of Permanent Full-Time Employees
June 30, 2017	95	10	105
June 30, 2018	105	15	120
June 30, 2019	120	25	145
June 30, 2020	145	25	170
June 30, 2021	170	25	195
June 30, 2022	195	0	195
June 30, 2023	195	0	195
June 30, 2024	195	0	195
June 30, 2025	195	0	195
June 30, 2026	195	0	195

The Company shall work in good faith in accordance with Section B.1(e) below and, during the life of the Agreement, shall maintain an employment figure of one hundred ninety-five (195) permanent full-time jobs in accordance with the Schedule of Job Creation referenced above.

- (e) In maintaining its minimum cumulative New Permanent Full-Time Employee commitment outlined above, and consistent with all federal, state and local laws and regulations, the Company shall use reasonable efforts to make available application opportunities for the New Permanent Full-Time Employee positions to qualified residents of Marlborough and then the regional ETA through advertisements in local newspapers and online job sites encouraging such qualified residents to apply for employment with the Company. Determination of whether any individual is qualified for any specific job or position opening shall be in the Company's sole discretion, and nothing herein shall be deemed to create any obligation of the Company to hire any of said residents. The Company will meet its obligation to make such application opportunities available to such residents if, in conjunction with the Mayor's office

and the Marlborough Economic Development Corporation, the Company participates in a job fair in Marlborough that is sponsored by the Marlborough Economic Development Corporation for staffing open positions at its Project Area.

2. The Company shall submit annual written reports on job creation and maintenance at, job relocation to, and new investments at, the Project Area to the City of Marlborough Board of Assessors and Mayor and to the EACC by the end of December of each calendar year with respect to the immediately preceding fiscal year during which this TIF Agreement is in effect. Reports shall be submitted for fiscal year 2017 and for every fiscal year thereafter falling within the term of this TIF Agreement; thus, the report for fiscal year 2017, ending on June 30, 2017, shall be submitted by the end of December 2017. In addition to information that may be required by the EACC pursuant to 402 C.M.R. 2.14, the annual report shall be comprised of the following information:
 - (a) Employment levels at the Project Area at the beginning and end of the reporting period, with a designation of the number of employees that are employees at the Project Area as of the effective date of this Agreement and the number of employees that were employed by the Company in Marlborough and the ETA prior to the effective date of this Agreement;
 - (b) The specific number of ETA and Marlborough residents respectively employed at the Project Area at the beginning and at the end of the reporting period;
 - (c) An accounting of the efforts made by the Company to make New Permanent Full-Time Employee positions available to qualified residents of Marlborough and then to the regional ETA as needed to maintain the Minimum Cumulative Total of Permanent Full-Time Employees requirement detailed in the Schedule of Job Creation above;
 - (d) A narrative of the reasonable efforts made by the Company to solicit Marlborough businesses, vendors and suppliers to participate in requests for quotations for goods and services to be purchased by the Company as part of the Project, including but not limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project (collectively, "Engage Local Businesses"), if applicable for a particular fiscal year;
 - (e) The Company's financial contribution to the City (including property taxes, motor vehicle excise taxes, and water and sewer fees) for the fiscal year; and
 - (f) A description of any private investment, including but not limited to donations and/or perpetual maintenance of land for recreational purposes, made by the Company for the benefit of the community during the reporting period.
3. The Tax Increment Financing Exemption percentage applicable to the tax exemption schedule above will automatically be adjusted downward in any particular fiscal year that the Company does not meet its Minimum Cumulative Total of Permanent Full-Time Employees requirements detailed in the Schedule of Job Creation above. Under this Paragraph 3, the

exemption percentage applicable to the exemption schedule above will be adjusted for the fiscal year beginning after the job requirement date, utilizing the following formula:

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

For example, if the Minimum Cumulative Total of Permanent Full-Time Employees level at the end of FY 2018 is 100 instead of 120, then the real property tax exemption percentage otherwise applicable for FY 2019 would actually be $(100/120) \times 50\%$, or 41.67%.

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

4. The Company will be in default of its respective obligations under this TIF Agreement if the City determines that the Company materially fails to meet or comply with any of the requirements specified in Paragraphs 1 or 2 of this Section B or Paragraph 5 or 6 of this Section B below, and the City further determines that such failure continues or remains uncured for sixty (60) days (or such longer time as the City may deem appropriate under the circumstances) after the date of written notice, provided by the City to the Company, explaining in reasonable detail the grounds for or nature of such failure. Upon the City's determination that any default by the Company has continued or remained uncured for such period after the date of such written notice, the City may request that EACC revoke its certification of the Project for eligibility for a Tax Increment Financing Exemption; any such request would be in addition to the automatic downward adjustment of the exemption schedules, as described in Section B.3 above, and in addition to the City's rights to take actions to collect any amounts owed by the Company under Section B.5. below. Upon any such decertification, the City shall have the right, upon written notice to the Company, to terminate the Tax Incremental Financing Exemption benefits described in Paragraph 2 of Section A, commencing as of the fiscal year in which the City has determined the Company to be in default or, if such benefits have already been received by the Company, for the fiscal year in which the City has determined the Company to be in default, commencing as of the fiscal year immediately following that fiscal year. Any notice required hereunder shall be sent, certified mail, return receipt requested, or delivered in hand, to the Company at the Project Area's street address. Said notice shall be effective upon receipt.
5. If, at any time prior to the expiration of the term on this Agreement, the Company moves from, vacates, abandons, or otherwise fails to maintain operations in the Project Area, the City shall be entitled to be paid back forthwith by the Company a sum equal to a proportionate share of the amount of tax savings that had been received by the Company under this Agreement in the fiscal year immediately prior to the fiscal year when the Company moves from, vacates, abandons, or otherwise fails to maintain operations at the Project Area, according to the following schedule:

COMPANY'S PAY-BACK SCHEDULE

FY that the Company Moves From, Vacates, Abandons, or Otherwise Fails to Maintain Operations at Project Area	Percentage of Tax Savings from Prior Fiscal Year to be Paid Back to City
2017	90%
2018	80%
2019	70%
2020	60%
2021	50%
2022	40%
2023	30%
2024	20%
2025	10%
2026	5%

Such pay-back amounts shall be paid back by the Company in full within sixty (60) days of a written demand by the City. If payment is not timely made, interest shall accrue at the rate of one percent (1%) per month until such time as full repayment has been made.

The City shall be given thirty (30) days' written notice prior to any Company announcement to the general public (specifically excluding any communications to the Owner or the Company's employees) of a proposed move from, vacation of, abandonment of, or other termination of operations at, the Project Area during the term of this Agreement, unless such notice (and/or notice period) would be in violation of any law, regulation or contractual obligation of the Company. Said notice shall identify the prospective new tenant, if any; may include information about such prospective new tenant which is not otherwise subject to a confidentiality agreement; and shall be given to: Mayor's Office and to the Board of Assessor's Office, City Hall, 140 Main Street, Marlborough, MA 01752. Said notice will be the confidential information of Company and the City shall not, except as required by law, disclose any information provided by the Company regarding any proposed disposition of the Project Area or any portion thereof by the Company or the Owner.

6. The Company shall use reasonable efforts to engage local businesses to participate in requests for quotations for goods and services to be purchased by the Company as part of the Project, including but not limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project. So long as the Company contacts the Marlborough Economic Development Corporation at the later of (i) the beginning of the Project, or (ii) within a reasonable amount of time after the Agreement has been executed by all parties, with a description of the qualifications of the local businesses, vendors and suppliers from whom, at that time, the Company is seeking requests for quotations, the Company shall be deemed to have made reasonable efforts to engage local businesses under this Section 6. However, the extent to which the Company shall hire or purchase from local businesses, vendors and suppliers under this Section 6 shall be in Company's sole discretion, and nothing herein shall be deemed to require the Company to hire or purchase from local businesses, vendors and suppliers.

C. OTHER CONSIDERATIONS.

1. Pursuant to 760 C.M.R. 22.05(8)(d), *see* 402 C.M.R. 2.22, this Agreement shall be binding upon the Company and its successors and assigns, and upon the Owner and its successors and assigns, so long as the Project's certification has not been revoked by EACC.
2. This Agreement is subject to M.G.L. Chapter 23A, Sections 3A-3F inclusive; M.G.L. Chapter 40, Section 59; and M.G.L. Chapter 59, Section 5, Cl. Fifty-first.
3. The Owner shall pass along to the Company all real property tax savings resulting from this Agreement.
4. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this agreement.
5. The effective date of this Agreement shall be December 16, 2015, the (presumptive) date of the Economic Assistance Coordinating Council's approval of the TIF Agreement.
6. All notices, reports or other communications require or permitted under this TIF Agreement must be in writing signed by a duly authorized representative of the City, Company, or Owner or as the case may be, and shall be (i) hand delivered, (ii) delivered by a nationally recognized overnight delivery service, or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

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

COMPANY: OYO Sportstoys, Inc.
Attention: Craig Gainsboro, Chief Financial Officer
20 Main Street
Acton, MA 01720

cc: Martin Hanssmann, Senior Vice President
OYO Sportstoys, Inc.
20 Main Street
Acton, MA 01720

Beginning with the start of fiscal year 2017, all communications should be delivered to the Company at the Project Area's street address: 111 Locke Drive, Marlborough, MA 01752.

OWNER: U.S. REIF 111 Locke Drive Massachusetts, LLC
Attention: Scott Kelly
Intercontinental Management Corp.
1270 Soldiers Field Road
Boston, MA 02135

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

AGREED TO:

OYO Sportstoys, Inc.

By: _____

Dated: _____, 2015

Craig Gainsboro
Chief Financial Officer
OYO Sportstoys, Inc.

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2015, before me, the undersigned notary public, personally appeared Craig Gainsboro, as Chief Financial Officer of OYO Sportstoys, Inc., and proved to me through satisfactory evidence of identification, which was _____, that he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

U.S. REIF 111 LOCKE DRIVE MASSACHUSETTS, LLC
a Delaware limited liability company

By: U.S. REIF 111 Locke Drive Massachusetts Manager, LLC
a Delaware limited liability company, its Manager

By: U.S. Real Estate Investment Fund REIT, Inc.
a Delaware corporation, its Manager

By: _____
Name: Peter Palandjian
Title: President, Treasurer and Secretary

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2015, before me, the undersigned notary public, personally appeared Peter Palandjian, as President, Treasurer and Secretary of U.S. Real Estate Investment Fund REIT, Inc.,

the Manager of U.S. REIF 111 Locke Drive Massachusetts Manager, LLC, the Manager of U.S. REIF 111 Locke Drive Massachusetts, LLC, and proved to me through satisfactory evidence of identification, which was _____, that he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

CITY OF MARLBOROUGH

By: _____
Arthur G. Vigeant
Mayor
City of Marlborough

Dated: _____, 2015

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2015, before me, the undersigned notary public, personally appeared Arthur G. Vigeant, as Mayor of the City of Marlborough, and proved to me through satisfactory evidence of identification, which was _____, that he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

CERTIFICATE OF AUTHORIZATION
(as to OYO Sportstoys, Inc.)

I, Thomas K. Skripps, a director of OYO Sportstoys, Inc. (“the Company”), a Delaware corporation, do hereby certify that Craig Gainsboro is the Chief Financial Officer of the Company; that Craig Gainsboro, in his capacity as Chief Financial Officer of the Company, is authorized and empowered to sign, seal, execute, acknowledge and deliver the Tax Increment Financing Agreement between the City of Marlborough, the Company and U.S. REIF 111 Locke Drive Massachusetts, LLC; and that the signature of said Craig Gainsboro, in his capacity as Chief Financial Officer of the Company, shall be and is valid and binding upon the Company, and its successors and assigns, for all purposes.

Signed: _____ Dated: _____, 2015

Thomas K. Skripps
President, Treasurer and Secretary
OYO Sportstoys, Inc.

Place of Business: 20 Main Street, Acton, MA 01720

AFFIX SEAL

CERTIFICATE OF AUTHORIZATION
(as to U.S. REIF 111 Locke Drive Massachusetts, LLC)

I, Paul Nasser, Director of U.S. Real Estate Investment Fund REIT, Inc. (the “Corporation”), a Delaware corporation, do hereby certify that Peter Palandjian is the President, Treasurer and Secretary of the Corporation; that the Corporation is the Manager of U.S. REIF 111 Locke Drive Massachusetts Manager, LLC, which is the Manager of U.S. REIF 111 Locke Drive Massachusetts, LLC, (“the Owner”); that Peter Palandjian, in his capacity as the President, Treasurer and Secretary of the Corporation, is authorized and empowered to sign, seal, execute, acknowledge and deliver the Tax Increment Financing Agreement between the City of Marlborough, the Owner and OYO Sportstoys, Inc.; and that the signature of said Peter Palandjian, in his capacity as the President, Treasurer and Secretary of the Corporation, shall be and is valid and binding upon the Company, and its successors and assigns, for all purposes.

Signed: _____ Dated: _____, 2015

Paul Nasser
Director
U.S. Real Estate Investment Fund REIT, Inc.,
as Manager of U.S. REIF 111 Locke Drive Massachusetts Manager, LLC,
as Manager of U.S. REIF 111 Locke Drive Massachusetts, LLC

Place of Business: 1270 Soldiers Field Road, Boston, MA 02135

AFFIX SEAL

**Attachment
Resolution**

RESOLUTION:

WHEREAS, the City Council of the City of Marlborough desires a beneficial economic use creating jobs for local residents, expanding business within the City, and developing a healthy robust economy and stronger tax base for a portion of Map 54, Parcel 1 on the Marlborough Assessor's Map; and

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

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

1. The City Council of the City of Marlborough hereby requests that the Massachusetts Economic Assistance Coordinating Council approve OYO Sportstoys, Inc.'s application for an EDIP Certified Project, which includes a state investment tax credit and a local real estate tax incentive; and further, that:
 - a. The project will not overburden the City of Marlborough's infrastructure and utilities;
 - b. The project as described in the proposal will have a reasonable chance of increasing employment opportunities for residents of Marlborough; and
 - c. The City Council approves OYO Sportstoys, Inc.'s request that the project be designated by the Massachusetts Economic Assistance Coordinating Council as an EDIP Certified Project for ten (10) years.
2. The City Council of the City of Marlborough agrees to authorize the use of tax increment financing and the submission of the tax increment financing agreement to the Massachusetts Economic Assistance Coordinating Council.

**Attachment
Local Incentive Valuation
Spreadsheet**



Estimated Real Property Tax Savings OYO Sports - 111 Locke Drive, Marlborough, MA

	Year	Base Valuation	Improvement Value	Est. New Assessment	Tax Rate	Tax From New Development	Tax @ 100% Value	TIF Payment Each Year	TIF % Exemption	Taxes Paid Each Year	TIF Benefit Each Year	
Fiscal Year	2015	Base	\$8,057,100		\$27.43	-	\$221,006	-	-	\$221,006	-	
	2017	1	\$8,300,626	\$2,000,000	\$10,300,626	\$27.43	\$54,860	\$282,546	\$54,860	100%	\$227,686	\$54,860
	2018	2	\$8,425,135	\$2,030,000	\$10,455,135	\$27.43	\$55,683	\$286,784	\$55,683	100%	\$231,101	\$55,683
	2019	3	\$8,551,512	\$2,060,450	\$10,611,962	\$27.43	\$56,518	\$291,086	\$28,259	50%	\$262,827	\$28,259
	2020	4	\$8,679,785	\$2,091,357	\$10,771,142	\$27.43	\$57,366	\$295,452	\$28,683	50%	\$266,769	\$28,683
	2021	5	\$8,809,982	\$2,122,727	\$10,932,709	\$27.43	\$58,226	\$299,884	\$17,468	30%	\$282,416	\$17,468
	2022	6	\$8,942,131	\$2,154,568	\$11,096,699	\$27.43	\$59,100	\$304,382	\$14,775	25%	\$289,608	\$14,775
	2023	7	\$9,076,263	\$2,186,887	\$11,263,150	\$27.43	\$59,986	\$308,948	\$14,997	25%	\$293,952	\$14,997
	2024	8	\$9,212,407	\$2,219,690	\$11,432,097	\$27.43	\$60,886	\$313,582	\$3,044	5%	\$310,538	\$3,044
	2025	9	\$9,350,593	\$2,252,985	\$11,603,579	\$27.43	\$61,799	\$318,286	\$3,090	5%	\$315,196	\$3,090
	2026	10	\$9,490,852	\$2,286,780	\$11,777,632	\$27.43	\$62,726	\$323,060	\$3,136	5%	\$319,924	\$3,136
Totals							\$462,626	\$2,382,666	\$223,995		\$2,164,898	\$223,995
Gross Savings											\$223,995	

Assuming:

* Base Assessment	\$8,057,100
** Initial improvement value captured by the TIF	\$2,000,000
*** Tax Rate	\$27.43
*** Inflation Factor	1.50%
**** Square Footage	131,489
Improvement value predicated on per sq/ft	\$78.34

* Current base valuation

** Assumes an initial improvement value of approximately \$2.4M

*** Rather than add an inflation factor to the Commercial tax rate a generally accepted inflation factor of 1.5% was added



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

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

2015 OCT - 1 4 10 32

October 1, 2015

Edward Clancy, President
Marlborough City Council

RE: Comprehensive Permit for Brookview Village (aka Talia) –
Proposed Acceptances of Residency Restriction and Public Walking Trail Easements
Order No. 15-1006309 (X14-1005759)

Dear President Clancy and Members:

At the meeting of the Legislative & Legal Affairs Committee held on September 29, 2015, it was requested that I place on the Council agenda a summary of the above-referenced orders that were taken up by the Committee and that will be reported out tonight. The summary is as follows:

1. Order No. 14-1005759 (tabled in Committee on May 27, 2014).

Proposed acceptance by the City Council of:

- a. A land use restriction to be conveyed to the City, placing a restriction on the Marlborough / Northborough Land Realty Trust (The Gutierrez Company)'s land which remained after Gutierrez had sold the land subject to the Chapter 40B comprehensive permit to Fairfield for Brookview Village (aka Talia). The restriction, which also protects Fairfield, restricts the development of the remaining Gutierrez land so as to prohibit additional residential use, except for assisted living or congregate care for the elderly; and
- b. A public walking trail easement of approximately 20,000 square feet to be conveyed to the City, providing the public with passive recreational opportunities, along with access to the existing traffic light across from RK Plaza and the nearby retail centers along Route 20.

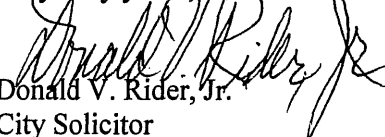
2. Order No. 15-1006309.

Proposed acceptance by the City Council of:

A public walking trail easement of approximately 12,000 square feet (including a footbridge constructed over a stream) to be conveyed to the City, providing a connection between the 20,000 square feet easement (Order No. 14-1005759) and the Brookfield Village (aka Talia) property.

Thank you for your attention to this matter.

Very truly yours,


Donald V. Rider, Jr.
City Solicitor



City of Marlborough

Legal Department

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH 140 MAIN STREET

2015 OCT -1 AM 11:15
MARLBOROUGH, MASSACHUSETTS 01752
TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610

LEGAL@MARLBOROUGH-MA.GOV

DONALD V. RIDER, JR.
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS
PARALEGAL

September 30, 2015

Edward Clancy
President
Marlborough City Council

RE: Acceptance of Diconzo Boulevard as a Public Way

Dear President Clancy and Members:

I am enclosing for your review a proposed order to accept Diconzo Boulevard as a public way, along with its appurtenant easements as municipal easements. Also enclosed are a copy of the acceptance plans and a copy of the signed deed. A copy of the certificate of title from the developer's attorney will be provided at the Public Services Committee meeting.

This matter is being submitted for your consideration now, because the City was able to verify earlier this month that the developer has completed certain work on various sheds, fences and other items associated with an approximately 10'-wide pedestrian access easement accepted by the Council, along with a 20-acre parcel, on October 6, 2014 (Order No. 14-1005924A). The easement connects the 20-acre parcel with Callahan State Park.

After this matter has been referred to the Planning Board pursuant to MGL c. 41, § 81I for its report, I will be happy to meet with the Public Services Committee during its deliberations.

Thank you for your attention to this matter.

Very truly yours,

Donald V. Rider, Jr.
City Solicitor

Enclosures

cc: Paul Beattie, Esquire
Planning Board
Evan Pilachowski, City Engineer
Timothy Collins, Assistant City Engineer
Priscilla Ryder, Conservation Officer

ORDERED:

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity require that DICENZO BOULEVARD be accepted as a public way

beginning at station 1+36.01 (being the westerly intersection with BOSTON POST ROAD – EAST at station 66+30.07 - 1928 Alteration of the State Layout) and ending at station 46+76.78 (being the easterly intersection with BOSTON POST ROAD – EAST at station 45+12.99 – 1928 Alteration of the State Layout)

and that its appurtenant easements be accepted as municipal easements, all as shown on plans thereof and as hereinafter described:

DESCRIPTION

Plan entitled, "Acceptance Plan of Dicenso Boulevard and Easements" (7 sheets), Stamped: January 6, 2015; Scale: 1" = 150'; Owner: Indian Development Corp., 290 Eliot Street, Ashland, MA 01721; To Be Deeded To: City of Marlborough, 140 Main Street, Marlborough, MA 01752; prepared by: Guerriere & Halnon, Inc., 333 West Street, Milford, MA 01757, which plan is to be recorded herewith.

Title to the roadway known as DICENZO BOULEVARD, and title to all the municipal easements, including 10-Foot Wide Pedestrian Easement, Walking Path Easement, Sewer Easement 1, 30-Foot Wide Utility Easement 1, Access Easement 1, 30 Foot Wide Utility & Access Easement 1, Flowage Easement 1, Flowage & Access Easement 2, Flowage Easement 3, and Drain Easements 1 through 5, have been granted to the City of Marlborough in a quitclaim deed from Indian Development Corp., Richard E. Terrill, Controller.

IT IS THEREFORE ORDERED THAT:

DICENZO BOULEVARD be accepted as a public way, and its appurtenant easements be accepted as municipal easements, in the City of Marlborough.

ADOPTED
In City Council
Order No. 15-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

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

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

Normand F. Chermak 01-06-15
 PROFESSIONAL LAND SURVEYOR DATE

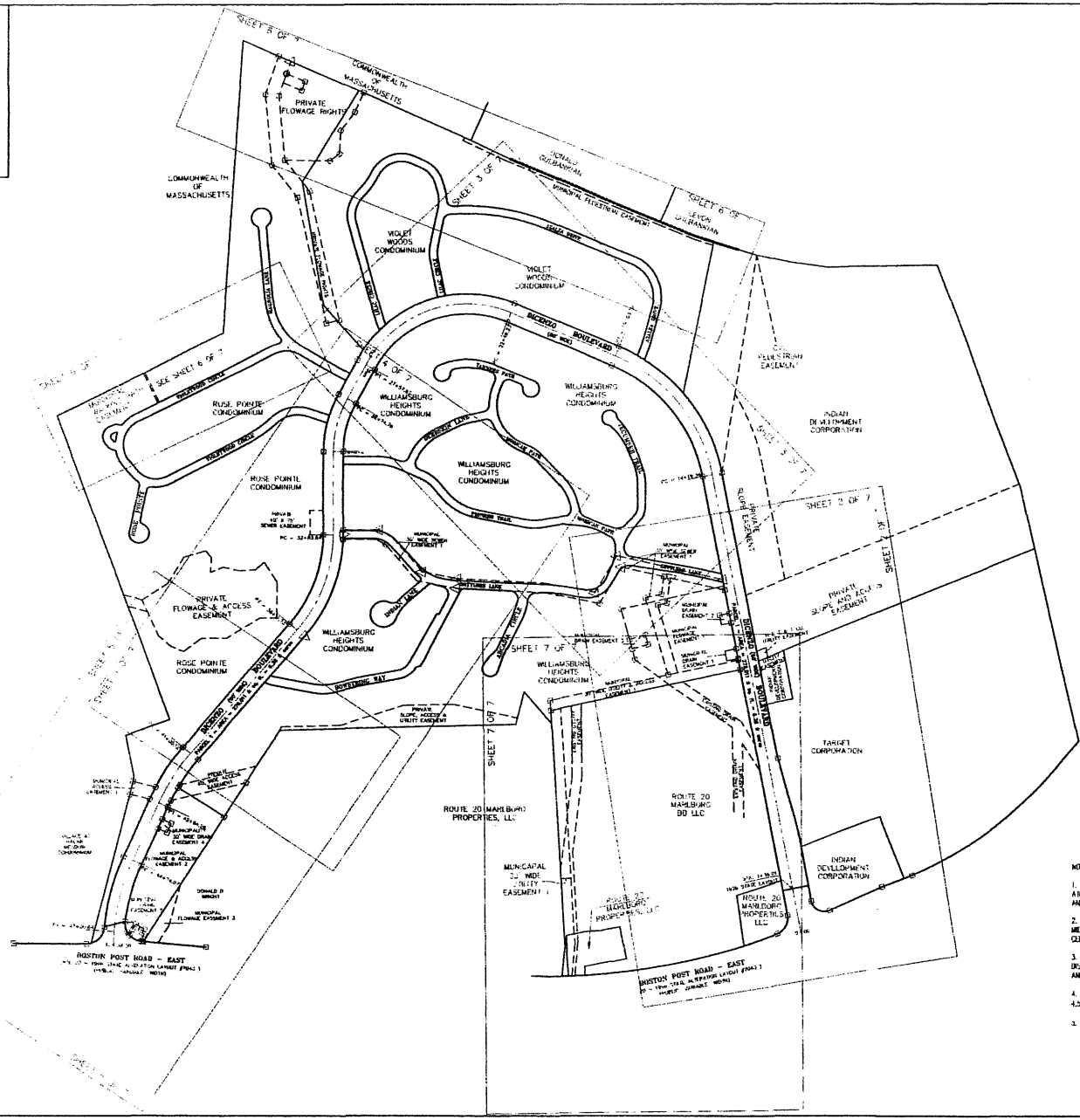
I HEREBY CERTIFY THAT DICENZO BOULEVARD HAS BEEN LAID OUT AND ALL THE MARKERS, BOUNDS, AND MONUMENTS HAVE BEEN SET AS SHOWN ON THIS PLAN.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAN ACCURATELY DEPICTS FIELD CONDITIONS BASED ON AN AS-BUILT SURVEY BY GUERRIERE AND HALNON INC. PERFORMED FROM APRIL 28, 2000 THRU JANUARY 19, 2011.

I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN ON THIS PLAN IS IN CONFORMANCE WITH THE APPROVED DEFINITIVE PLANS DATED JANUARY 23, 1988 WITH REVISIONS THRU FEBRUARY 2, 1990.

I HEREBY CERTIFY THAT ALL HANDICAP ACCESS CONFORMS TO THE LATEST MASSACHUSETTS ACCESS BOARD REQUIREMENTS.

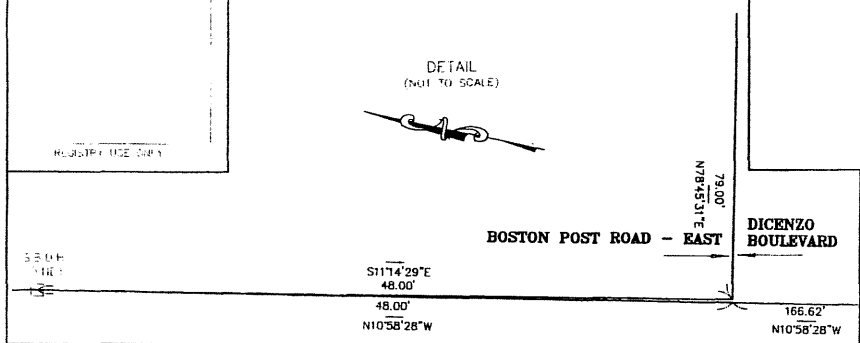
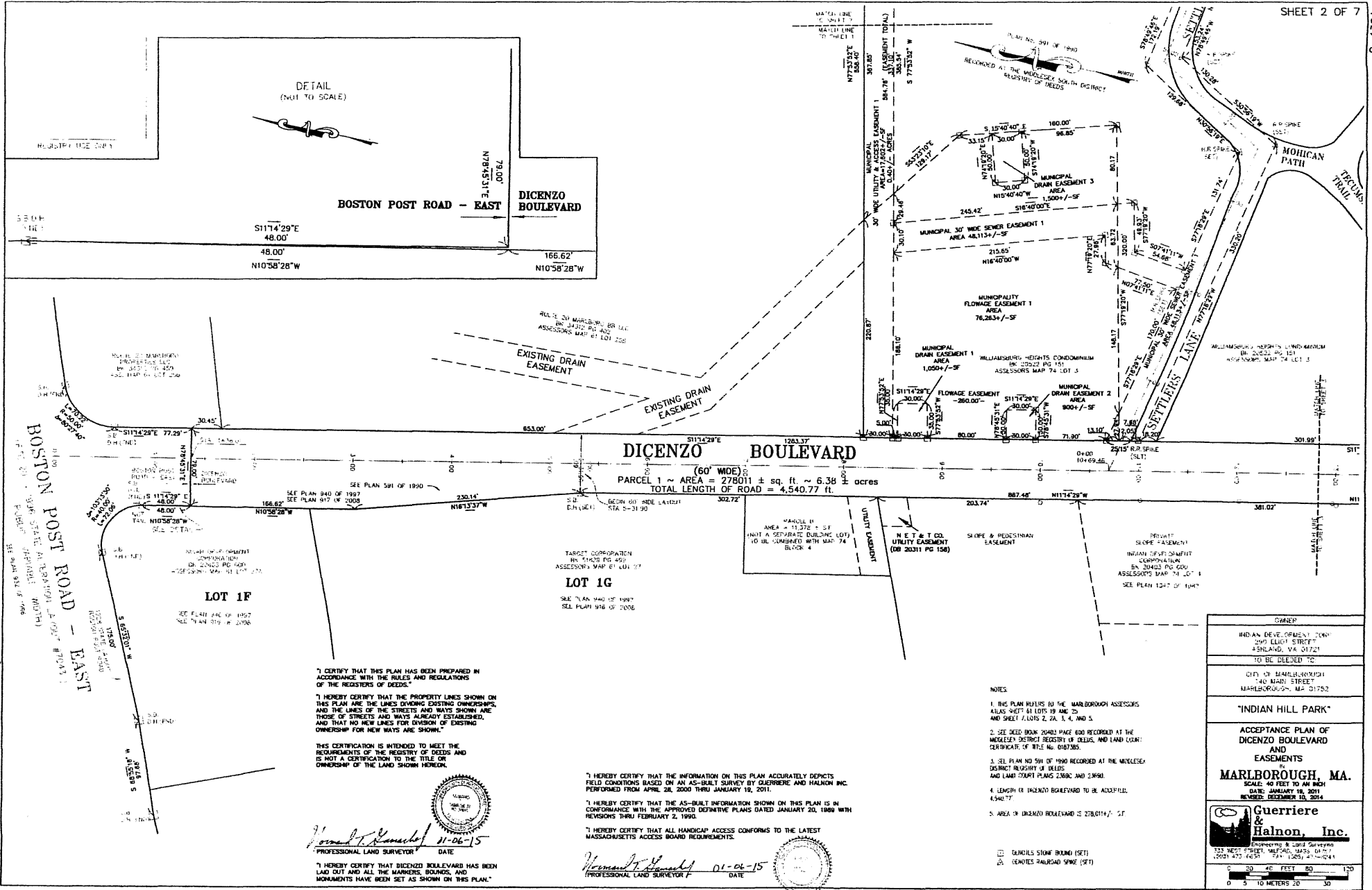
Normand F. Chermak 01-06-15
 PROFESSIONAL LAND SURVEYOR DATE



- NOTES
1. THIS PLAN REFERS TO THE MARLBOROUGH ASSESSORS AGENCIES SHEET 80 LOTS 19 AND 25 AND SHEET 2 LOTS 2, 2A, 3, 4, AND 5.
 2. SEE DEED BOOK 20482 PAGE 600 RECORDED AT THE MIDDLESEX DISTRICT REGISTRY OF DEEDS AND LAND COURT CERTIFICATE OF TITLE NO. 0187365.
 3. SEE PLAN NO. 591 OF 1990 RECORDED AT THE MIDDLESEX DISTRICT REGISTRY OF DEEDS AND LAND COURT PLANS 2386C AND 2386D.
 4. LENGTH OF DICENZO BOULEVARD TO BE ADDED, 4.260177.
 5. AREA OF DICENZO BOULEVARD IS 278,011 +/- SQ. FT.

- FINN'S STONE BOUND (SET)
- △ BOND'S RAILROAD SPK (SET)

OWNER
INDIAN DEVELOPMENT CORP 2ND FLOOR STREET INDIAN HILL, MA 01752
TO BE DEEDED TO:
CITY OF MARLBOROUGH 740 NORTH STREET MARLBOROUGH, MA 01752
"INDIAN HILL PARK"
ACCEPTANCE PLAN OF DICENZO BOULEVARD AND EASEMENTS
MARLBOROUGH, MA.
SCALE: 150 FEET TO AN INCH DATE: JANUARY 19, 2011 REVISED: DECEMBER 10, 2011
Guerriere & Halnon, Inc. Professional Land Surveyors 333 WEST STREET, MELROSE, MASS. 01753 (508) 475-0600 FAX: (508) 475-1044 www.guerriereandhalnon.com
0 75 150 FEET 300 450 0 15 30 60 METERS 120



BOSTON POST ROAD - EAST

ALSO BOSTON POST ROAD - EAST

DICENZO BOULEVARD

(60' WIDE)
PARCEL 1 ~ AREA = 278011 ± sq. ft. ~ 6.38 acres
TOTAL LENGTH OF ROAD = 4,540.77 ft.

LOT 1F

LOT 1G

"I CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTER OF DEEDS."
"I HEREBY CERTIFY THAT THE PROPERTY LINES SHOWN ON THIS PLAN ARE THE LINES DIVIDING EXISTING OWNERSHIPS, AND THE LINES OF THE STREETS AND WAYS SHOWN ARE THOSE OF STREETS AND WAYS ALREADY ESTABLISHED, AND THAT NO NEW LINES FOR DIVISION OF EXISTING OWNERSHIP FOR NEW WAYS ARE SHOWN."

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTER OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.



Norman J. Guarnelli 11-26-15
PROFESSIONAL LAND SURVEYOR DATE

"I HEREBY CERTIFY THAT DICENZO BOULEVARD HAS BEEN Laid OUT AND ALL THE MARKERS, BOUNDS, AND MONUMENTS HAVE BEEN SET AS SHOWN ON THIS PLAN."

"I HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAN ACCURATELY DEPICTS FIELD CONDITIONS BASED ON AN AS-BUILT SURVEY BY GUERRIERE & HALNON INC. PERFORMED FROM APRIL 28, 2000 THRU JANUARY 19, 2011."

"I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN ON THIS PLAN IS IN CONFORMANCE WITH THE APPROVED DEFINITIVE PLANS DATED JANUARY 20, 1999 WITH REVISIONS THRU FEBRUARY 2, 1990."

"I HEREBY CERTIFY THAT ALL HANDICAP ACCESS CONFORMS TO THE LATEST MASSACHUSETTS ACCESS BOARD REQUIREMENTS."

Norman J. Guarnelli 01-26-15
PROFESSIONAL LAND SURVEYOR DATE

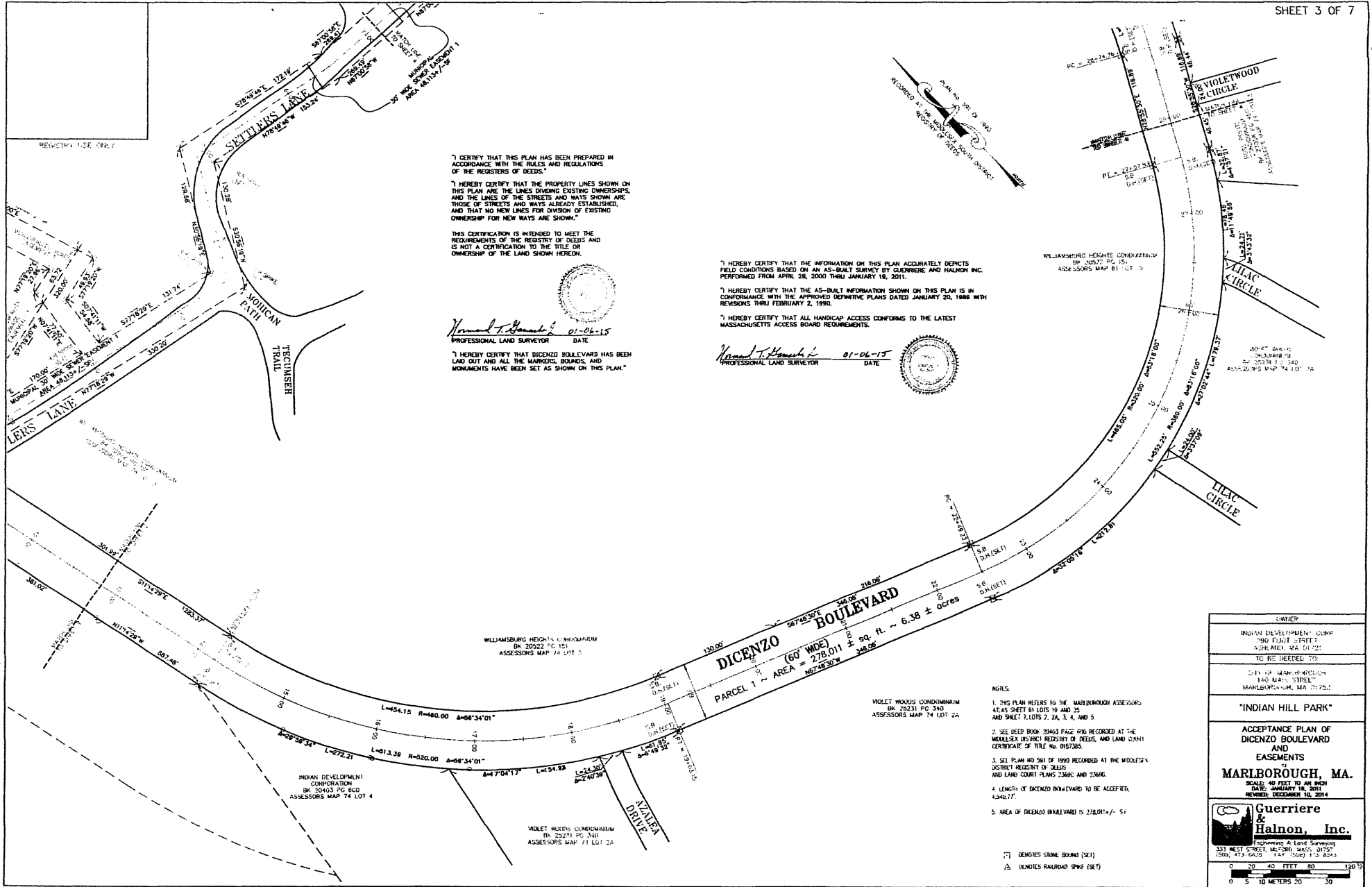


NOTES

1. THIS PLAN REFERS TO THE MARLBOROUGH ASSESSORS ATLAS SHEET 61 LOTS 19 AND 25 AND SHEET LOTS 2, 2A, 3, 4, AND 5.
2. SEE DEED BOOK 2084 PAGE 600 RECORDED AT THE MARLBOROUGH DISTRICT REGISTER OF DEEDS AND LAND COURT; CERTIFICATE OF TITLE NO. 0187385.
3. SEE PLAN NO. 991 OF 1990 RECORDED AT THE MARLBOROUGH DISTRICT REGISTER OF DEEDS AND LAND COURT; CERTIFICATE OF TITLE NO. 0187385.
4. LENGTH OF DICENZO BOULEVARD TO BE ACCEPTED: 4,540.77'
5. AREA OF DICENZO BOULEVARD IS 278,011 ± SF.

- CIRCLES STONE DRUM (SET)
- CIRCLES RAILROAD SPIKE (SET)

OWNER INDIAN DEVELOPMENT CORP. 290 EIGHT STREET ASHLAND, VA 01721 TO BE DELETED TO
CITY OF MARLBOROUGH 140 MAIN STREET MARLBOROUGH, MA 01752
"INDIAN HILL PARK"
ACCEPTANCE PLAN OF DICENZO BOULEVARD AND EASEMENTS MARLBOROUGH, MA. SCALE: 40 FEET TO AN INCH DATE: JANUARY 18, 2011 REVISED: DECEMBER 10, 2014
Guerriere & Halnon, Inc. Engineers & Land Surveyors 125 WEST STREET, MARLBOROUGH, MASS. 01752 (508) 473-1651 FAX: (508) 473-0241



I HEREBY CERTIFY THAT THIS PLAN HAS BEEN PREPARED IN ACCORDANCE WITH THE RULES AND REGULATIONS OF THE REGISTERS OF DEEDS.

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

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

Normal T. Gueriere 01-06-15
PROFESSIONAL LAND SURVEYOR DATE

I HEREBY CERTIFY THAT DICENZO BOULEVARD HAS BEEN LAID OUT AND ALL THE MARKERS, BOUNDS, AND MONUMENTS HAVE BEEN SET AS SHOWN ON THIS PLAN.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAN ACCURATELY DEPICTS FIELD CONDITIONS BASED ON AN AS-BUILT SURVEY BY GUERRIERE AND HALNON INC. PERFORMED FROM APRIL 28, 2000 THRU JANUARY 18, 2011.

I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN ON THIS PLAN IS IN CONFORMANCE WITH THE APPROVED DEFINITIVE PLANS DATED JANUARY 20, 1988 WITH REVISIONS THRU FEBRUARY 2, 1990.

I HEREBY CERTIFY THAT ALL HANDICAP ACCESS CONFORMS TO THE LATEST MASSACHUSETTS ACCESS BOARD REQUIREMENTS.

Normal T. Gueriere 01-06-15
PROFESSIONAL LAND SURVEYOR DATE

- NOTES:
1. THIS PLAN REFERS TO THE MARLBOROUGH ASSESSORS MAPS SHEET 81 LOTS 18 AND 25 AND SHEET 7, LOTS 2, 2A, 3, 4, AND 5.
 2. SEE DEED BOOK 20403 PAGE 610 RECORDED AT THE WORCESTER DEEDS AND LAND COURT PLANS 256AC AND 256AG.
 3. SEE PLAN NO 581 OF 1990 RECORDED AT THE WORCESTER DEEDS AND LAND COURT PLANS 256AC AND 256AG.
 4. LENGTH OF DICENZO BOULEVARD TO BE ACCEPTED: 4,346.77'.
 5. AREA OF DICENZO BOULEVARD IS 278,011 +/- SQ. FT.

- BOUNDARY STONE BOUND (SET)
- △ BOUNDARY SURVEYOR'S MARK (SET)

OWNER	
INDIAN DEVELOPMENT CORP 190 FLINT STREET SHERBORNE, MA 01752	
TO BE DEEDED TO:	
CITY OF MARLBOROUGH 140 MAIN STREET MARLBOROUGH, MA 01752	
'INDIAN HILL PARK'	
ACCEPTANCE PLAN OF DICENZO BOULEVARD AND EASEMENTS	
MARLBOROUGH, MA.	
SCALE: 40 FEET TO AN INCH DATE: JANUARY 18, 2011 REVISED: DECEMBER 10, 2014	
Guerriere & Halnon, Inc. Registered Land Surveyors 337 WEST STREET, WILFORD, MASS. 01757 (508) 475-6629 FAX (508) 475-8243	

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

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

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.



Norman T. Lamarche 01-06-15 PROFESSIONAL LAND SURVEYOR DATE

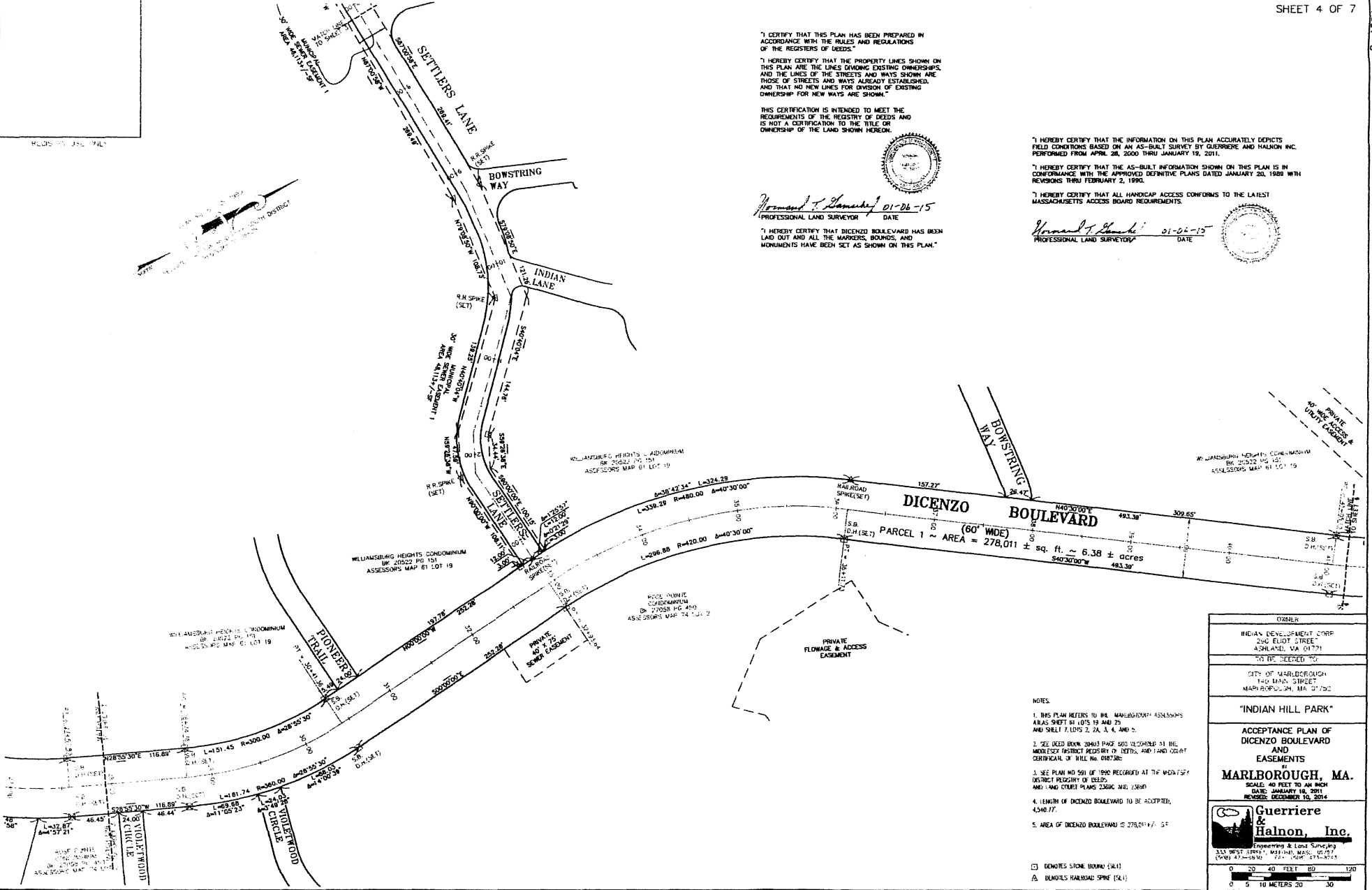
I HEREBY CERTIFY THAT DICENZO BOULEVARD HAS BEEN LAD OUT AND ALL THE MARKERS, BOUNDS, AND MONUMENTS HAVE BEEN SET AS SHOWN ON THIS PLAN.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAN ACCURATELY DEPICTS FIELD CONDITIONS BASED ON AN AS-BUILT SURVEY BY GUERRIERE AND HALNON INC. PERFORMED FROM APRIL 28, 2000 THRU JANUARY 19, 2011.

I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN ON THIS PLAN IS IN CONFORMANCE WITH THE APPROVED DEFINITIVE PLANS DATED JANUARY 20, 1980 WITH REVISIONS THRU FEBRUARY 2, 1980.

I HEREBY CERTIFY THAT ALL HANDICAP ACCESS CONFORMS TO THE LATEST MASSACHUSETTS ACCESS BOARD REQUIREMENTS.

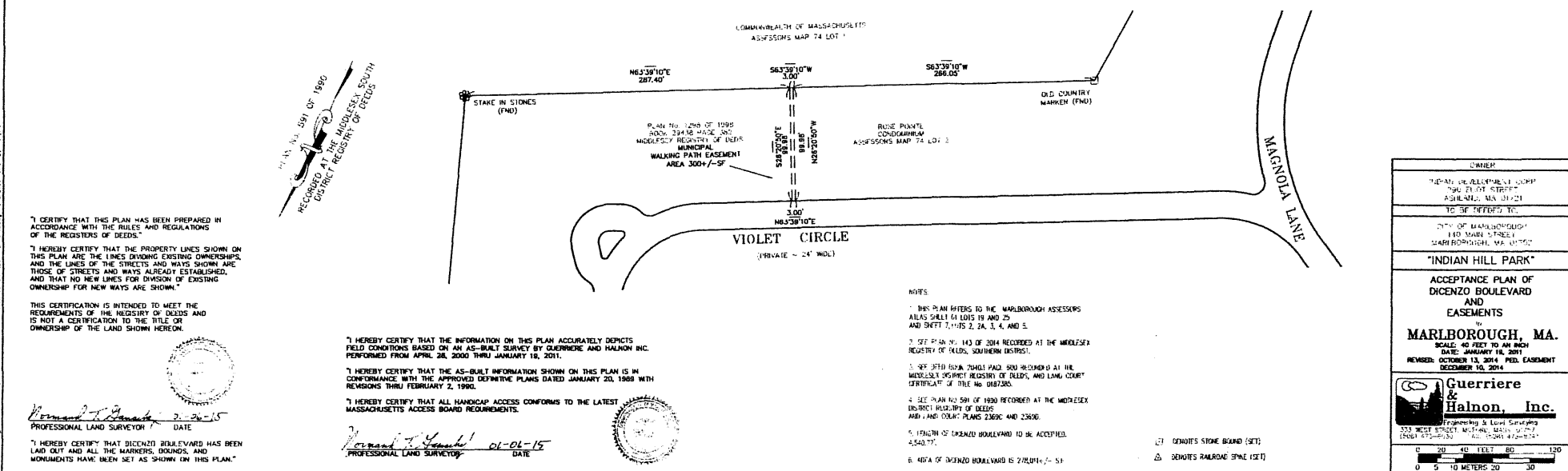
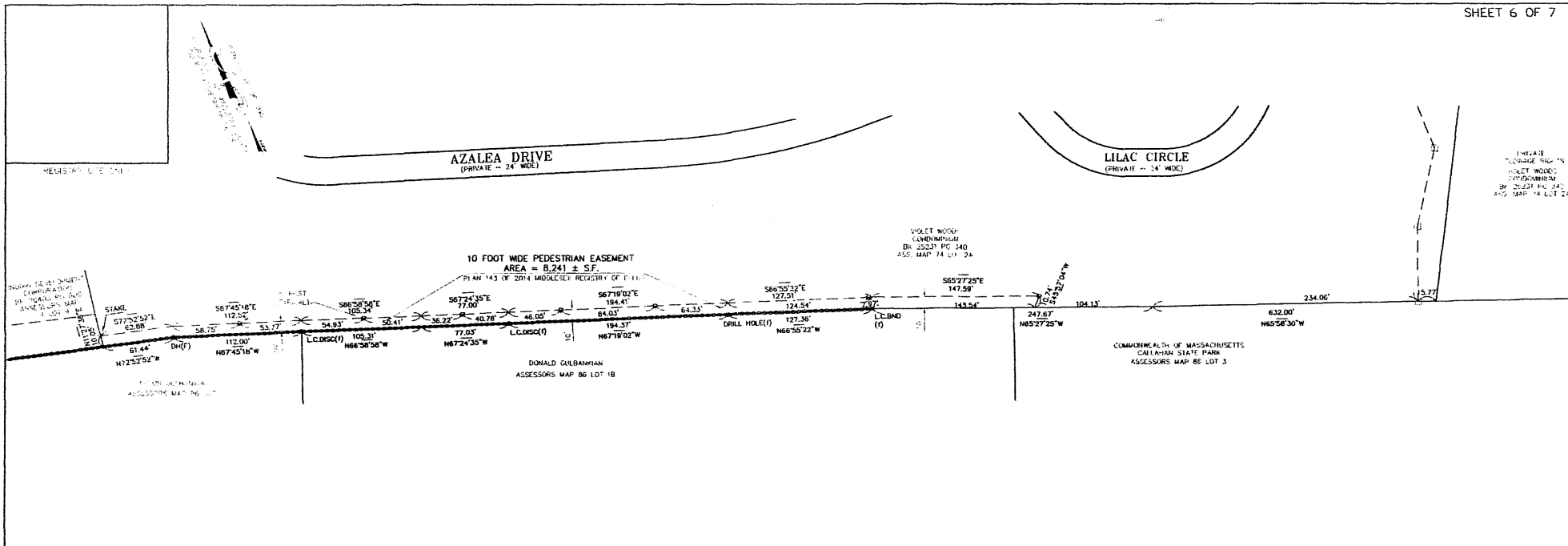
Norman T. Lamarche 01-06-15 PROFESSIONAL LAND SURVEYOR DATE



OWNER
INDIAN DEVELOPMENT CORP 240 ELIOT STREET ASHLAND, MA 01721
TO BE DEEDED TO:
CITY OF MARLBOROUGH 140 MAIN STREET MARLBOROUGH, MA 01702
"INDIAN HILL PARK"
ACCEPTANCE PLAN OF DICENZO BOULEVARD AND EASEMENTS IN MARLBOROUGH, MA.
SCALE: AS SHOWN TO AN INCH DATE: JANUARY 18, 2011 REVISED: DECEMBER 10, 2014
 Guerriere & Halnon, Inc. Engineering & Land Surveying 333 WEST STREET, MARLBOROUGH, MA 01751 (508) 475-5830 FAX: (508) 475-8053

- NOTES:
- THIS PLAN REFERS TO THE MARLBOROUGH ASSESSORS' MAPS SHEET #1 LOTS 19 AND 25 AND SHEET #7 LOTS 2, 2A, 3, 4, AND 5.
 - SEE DEED BULK 20003 PAFS 500 (2) CONTROLLED BY THE MARLBOROUGH PROPERTY OF DEEDS, AND 1-AND 1/2-87 CERTIFICATES OF TITLE NO. 018738.
 - SEE PLAN NO 591 OF 1990 RECORDED AT THE MARLBOROUGH DISTRICT REGISTRY OF DEEDS, AND 1-AND 1/2-87 CERTIFICATE OF TITLE NO. 018738.
 - LENGTH OF DICENZO BOULEVARD TO BE ACCEPTED, 4,540.77'.
 - AREA OF DICENZO BOULEVARD IS 278,011 ± SF.

□ DENOTES STONE BOUND (S&I)
△ DENOTES RAILROAD SPIKE (S&I)



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

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

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTER OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAN ACCURATELY DEPICTS FIELD CONDITIONS BASED ON AN AS-BUILT SURVEY BY GUERRIERE AND HALNON INC. PERFORMED FROM APRIL 28, 2000 THRU JANUARY 18, 2011.

I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN ON THIS PLAN IS IN CONFORMANCE WITH THE APPROVED DEFINITIVE PLANS DATED JANUARY 20, 1989 WITH REVISIONS THRU FEBRUARY 2, 1990.

I HEREBY CERTIFY THAT ALL HANDICAP ACCESS CONFORMS TO THE LATEST MASSACHUSETTS ACCESS BOARD REQUIREMENTS.

Donald J. Yonah 01-01-15
 PROFESSIONAL LAND SURVEYOR DATE



- NOTES
- THIS PLAN REFERS TO THE MARLBOROUGH ASSESSORS ATLAS SHEET 61 LOTS 19 AND 25 AND SHEET 1, LOTS 2, 2A, 3, 4, AND 5.
 - SEE PLAN 91-143 OF 2014 RECORDED AT THE MIDDLESEX DISTRICT REGISTER OF DEEDS, SOUTHERN DISTRICT.
 - SEE 3710 BSA, 20081 PAND 900 RECORDED AT THE MIDDLESEX DISTRICT REGISTER OF DEEDS, AND LAND COURT CERTIFICATE OF TITLE NO. 0187285.
 - SEE PLAN NO. 591 OF 1980 RECORDED AT THE MIDDLESEX DISTRICT REGISTER OF DEEDS AND LAND COURT PLANS 2369C AND 2369D.
 - FRONT OF DICENZO BOULEVARD TO BE ACCEPTED. 2,540.77'.
 - 40' A OF DICENZO BOULEVARD IS 2,800.11' +/- 5'

- ☐ DENOTES STONE BAND (SBS)
- ⊠ DENOTES RAILROAD SPINE (SRT)

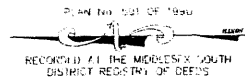
OWNER
THE-AT-RE-DEVELOPMENT GROUP 790 EIGHT STREET BOSTON, MA 02121 TO BE REFERRED TO:
CITY OF MARLBOROUGH 110 STATE STREET MARLBOROUGH, MA 01501
"INDIAN HILL PARK"
ACCEPTANCE PLAN OF DICENZO BOULEVARD AND EASEMENTS for MARLBOROUGH, MA.
SCALE: 40 FEET TO AN INCH DATE: JANUARY 18, 2011 REVISED: OCTOBER 13, 2014 PED. EASEMENT DECEMBER 10, 2014

Guerriere & Halnon, Inc.
 Engineering & Land Surveying
 333 WEST STREET, NEWTON, MASSACHUSETTS 02459
 (617) 552-8800 FAX: (617) 552-8801

BOSTON POST ROAD - EAST
(RTF 20 - 1986 STATE ALTERATION LAYOUT #7943)
(PUBLIC VARIABLE WIDTH)

30' WIDE UTILITY EASEMENT 1
AREA=27,052 +/- SF
PLAN NO. 841 OF 1970
BK 11877 PG 297
DEED BOOK 16226 PAGE 440
PLAN NO. 1087 OF 2001
BK 33984 PG 38
LAND COURT CIVIL ACTION NO. 146538
BK 20584 PG 543
823329

ROUTE 20 MARLBOROUGH PL. 11
BK 1-212 PG. 412
ASSESSOR'S MAP 61 LOT 129



EXISTING DRAIN EASEMENT

DICENZO BOULEVARD
60' WIDE
PARCEL 1 ~ AREA = 27801 ± sq. ft. ~ 6.38 ± acres
TOTAL LENGTH OF ROAD = 4,540.77 ft.

PARCEL 9
AREA = 11,276 ± SF
(NOT A SEPARATE BUILDING LOT)
TO BE COMBINED WITH MAP 74
BLOCK 4

NET & CO.
UTILITY EASEMENT
(DB 20031 PG 158)
SLOPE & PEDESTRIAN EASEMENT

- NOTES:
1. THIS PLAN REFERS TO THE MARLBOROUGH ASSESSORS' MAPS SHEETS 61 LOTS 19 AND 25 AND SHEETS 2, 2A, 3, 4, AND 5.
 2. SEE DEED BOOK 20403 PAGE 600 RECORDED AT THE MIDDLESEX DISTRICT REGISTRY OF DEEDS, AND LAND COURT CIVIL ACTION NO. 018128.
 3. SEE DEED BOOK 20403 PAGE 600 RECORDED AT THE MIDDLESEX DISTRICT REGISTRY OF DEEDS, AND LAND COURT CIVIL ACTION NO. 018128.
 4. AREA OF DICENZO BOULEVARD TO BE ACCEPTED, 4,540.77.
 5. AREA OF DICENZO BOULEVARD IS 248,011 +/- SF.

- DENOTES SHORE BOUND (SLI)
- △ DENOTES RAILROAD SPUR (SET)

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

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

THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON.

Norwood J. Halnon, Jr.
01-06-15
PROFESSIONAL LAND SURVEYOR DATE

I HEREBY CERTIFY THAT DICENZO BOULEVARD HAS BEEN Laid OUT AND ALL THE MARKERS, BOUNDS AND MONUMENTS HAVE BEEN SET AS SHOWN ON THIS PLAN.

I HEREBY CERTIFY THAT THE INFORMATION ON THIS PLAN ACCURATELY DEPICTS FIELD CONDITIONS BASED ON AN AS-BUILT SURVEY BY GUERRIERE AND HALNON INC. PERFORMED FROM APRIL 28, 2000 THRU JANUARY 19, 2011.

I HEREBY CERTIFY THAT THE AS-BUILT INFORMATION SHOWN ON THIS PLAN IS IN CONFORMANCE WITH THE APPROVED DEFINITIVE PLANS DATED JANUARY 20, 1989 WITH REVISIONS THRU FEBRUARY 2, 1990.

I HEREBY CERTIFY THAT ALL HANDICAP ACCESS CONFORMS TO THE LATEST MASSACHUSETTS ACCESS BOARD REQUIREMENTS.

Norwood J. Halnon, Jr.
01-06-15
PROFESSIONAL LAND SURVEYOR DATE

MARLBOROUGH TOWN OF MARLBOROUGH 290 LIND STREET MARLBOROUGH, MA 01752
TO BE DEPOSITED TO: CITY OF MARLBOROUGH 140 MAIN STREET MARLBOROUGH, MA 01752
"INDIAN HILL PARK" ACCEPTANCE PLAN OF DICENZO BOULEVARD AND EASEMENTS MARLBOROUGH, MA. SCALED 40 FEET TO AN INCH DATE: JANUARY 18, 2011 NUMBER: DECEMBER 10, 2014
Guerriere & Halnon, Inc. Engineering & Civil Surveying 153 WEST STREET, SUITE 200, MARLBOROUGH, MASS. 01752 PHONE: 978.251.4121 FAX: 978.251.4122

QUITCLAIM DEED

INDIAN DEVELOPMENT CORP., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 120 Quarry Drive - 2nd Floor, Milford, Worcester County, Massachusetts, for consideration paid, and in full consideration of Nominal Consideration of Less Than One Hundred Dollars (Less Than \$100.00), grants to the City of Marlborough, Massachusetts, a municipal corporation in and for the Commonwealth of Massachusetts, with Quitclaim Covenants, all the Grantor's right, title and interest in and to the street named DiCenzo Boulevard in the City of Marlborough, Middlesex County, Massachusetts, together with the appurtenant easements referenced herein.

For Grantor's title, see Middlesex South District Registry of Deeds Book 20388 Page 516, Book 20403 Page 600 and Certificates of Title 187301 and 187385.

IN WITNESS WHEREOF, Indian Development Corp. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Richard E. Terrill, its Controller, hereto duly authorized, this 1st day of OCTOBER, in the year two thousand fifteen.

Paul J. Beattie WITNESS
For Authority See Book 20522
Page 187 Middlesex South
Registry of Deeds

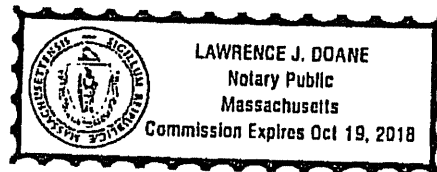
INDIAN DEVELOPMENT CORP.
Richard E. Terrill
Richard E. Terrill, Controller

COMMONWEALTH OF MASSACHUSETTS

On this, the 1st day of OCTOBER, 2015, before me, LAWRENCE J. DOANE the undersigned Notary Public, personally appeared Richard E. Terrill, who proved to me through satisfactory evidence of identity, which was a driver's license, 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.

Lawrence J. Doane
Notary Public:
My Commission Expires:

quitdeedmboroDiC



December 29, 2014

LEGAL DESCRIPTION – DICENZO BOULEVARD, MARLBOROUGH, MA

Legal Description of Dicenzo Boulevard from Station 1+36.01 to Station 46+76.78, length to accepted 4,540.77 feet.

Beginning at a stone bound, said bound being the point where the southerly sideline of the Boston Post Road East intersects the westerly sideline of Dicenzo Boulevard at Lot 1F and at the easterly end of said Dicenzo Boulevard;

- THENCE S 11° 14' 29" E a distance of 48.00 feet to a point;
- THENCE N 78° 45' 31" E a distance of 79.00 feet and crossing said northwesterly end of said Dicenzo Boulevard to a point on the easterly sideline of said Dicenzo Boulevard at land of Route 20 Marlboro Property, LLC;
- THENCE S 11° 14' 29" E a distance of 1,283.37 feet along land of said Route 20 Marlboro Property, LLC and land of Williambburg Heights Condominium to a stone bound at a point of curvature;
- THENCE Southeasterly and curving to the left along the arc of curve having a radius of 460.00 feet, a length of 454.15 feet to a stone bound at a point of tangency;
- THENCE S 67° 48' 30" E a distance of 346.08 feet to a stone bound at a point of curvature;
- THENCE Southeasterly and northeasterly and curving to the left along the arc of a curve having a radius of 320.00 feet, a length of 465.05 feet to a stone bound at a point of tangency;
- THENCE N 28° 55' 30" E a distance of 116.89 feet to a stone bound at a point of curvature;
- THENCE Northeasterly and northwesterly and curving to the left along the arc of a curve having a radius of 300.00 feet, a length of 151.45 feet to a stone bound at a point of tangency;
- THENCE N 00° 00' 00" W a distance of 252.28 feet and crossing the easterly end of Pioneer Trail and crossing a portion of Settlers Lane to a railroad spike at a point of curvature at the easterly end of said Settlers Lane;
- THENCE Northwesterly and northeasterly and curving to the right along the arc of a curve having a radius of 480.00 feet, a length of 339.29 feet to a railroad spike at a point of tangency;
- THENCE N 40° 30' 00" E a distance of 493.39 feet crossing Bowstring Way to a stone bound at a point of curvature;

- THENCE Northeasterly and curving to the left along the arc of curve having a radius of 600.00 feet, a length of 170.61 feet to a stone bound at a point of tangency;
- THENCE N 24° 12' 30" E a distance of 189.82 feet to a stone bound at a point of curvature;
- THENCE Northeasterly and curving to the left along the arc of curve having a radius of 590.00 feet, a length of 181.16 feet to a stone bound, said bound being the point where said westerly sideline of said Dicenzo Boulevard intersects said southerly sideline of said Boston Post Road East at the northeasterly end of said Dicenzo Boulevard. The previous twelve (12) courses bounding along the sideline of said Dicenzo Boulevard and land of said Williamsburg Heights Condominium;
- THENCE N 74° 10' 45" E a distance of 64.41 feet and crossing said northeasterly end of said Dicenzo Boulevard to a stone bound at a point of reverse curvature on said easterly side of said Dicenzo Boulevard at land of Rose Pointe Condominium;
- THENCE Southwesterly and curving to the right along the arc of a curve having a radius of 650.00 feet, a length of 224.17 feet to a stone bound at a point of tangency;
- THENCE S 24° 12' 30" W a distance of 189.82 feet to a stone bound at point of curvature;
- THENCE Southwesterly and curving to the right along the arc of a curve having a radius of 660.00 feet, a length of 187.67 feet to a stone bound at a point of tangency;
- THENCE S 40° 30' 00" W a distance of 493.39 feet to a stone bound at point of curvature;
- THENCE Southwesterly and southeasterly and curving to the left along the arc of a curve having a radius of 420.00 feet, a length of 296.88 feet to a stone bound at a point of tangency;
- THENCE S 00° 00' 00"E a distance of 252.28 feet to a stone bound at a point of curvature;
- THENCE Southeasterly and southwesterly and curving to the right along the arc of a curve having a radius of 360.00 feet to a length of 181.74 feet and crossing the northwesterly end of Violetwood Circle to a stone bound at a point of tangency;
- THENCE S 28° 55' 30" W a distance of 116.89 feet and crossing the southwesterly end of said Violetwood Circle to a stone bound at a point of curvature at land of Violetwood Condominium. The previous eight (8) courses bounding by land of said Rose Pointe Condominium;

- THENCE Southwesterly and northwesterly and curving to the right along the arc of curve having a radius of 380.00 feet a length of 552.25 feet and crossing the northeasterly and northwesterly ends of Lilac Circle to a stone bound at a point of tangency;
- THENCE N 67° 48' 30" W a distance of 346.08 feet to stone bound at a point of curvature;
- THENCE Northwesterly and curving to the right along the arc of a curve having a radius of 520.00 feet, a length of 513.39 feet and crossing the northerly end of Azalea Drive and land of Indian Development Corporation to a stone bound at a point of tangency. The previous three (3) courses bounding along land of said Violetwood Condominium;
- THENCE N 11° 14' 29" W a distance of 887.48 feet along land of said Indian Development Corporation and land of Target Corporation to a stone bound at an angle point;
- THENCE N 16° 13' 37" W a distance of 230.14 feet by said land of Target Corporation to a point at an angle point;
- THENCE N 10° 58' 28" W a distance of 166.62 feet by said land of Target Corporation and land of said Indian Development Corporation to a point;
- THENCE N 10° 58' 28" W a distance of 48.00 feet by said land of Indian Development Corporation to the point of beginning. The previous fifteen (15) courses bounding along said sideline of said Dicenzo Boulevard.

Said layout of DiCenzo Boulevard being variable width and containing an area of 6.38 acres, more or less, and is more particularly shown on a plan entitled: "Acceptance Plan of Dicenzo Boulevard and Easements" in Marlborough, MA., Scale: 1" = 40', Date: January 19, 2011, revised December 10, 2014, Guerriere & Halnon, Inc., Engineering and Land Surveying, 333 West Street, Milford, MA 01757."

LEGAL DESCRIPTION
10-FOOT WIDE PEDESTRIAN EASEMENT

December 30, 2014

Beginning at a stake at the northwest corner of 10-Foot Wide Pedestrian Easement at land of the Indian Development Corporation and Violet Woods Condominium;

- THENCE S 72° 52' 52" E a distance of 62.88 feet to a point;
- THENCE S 67° 45' 18" E a distance of 112.52 feet to a point;
- THENCE S 66° 58' 58" E a distance of 105.34 feet to a point;
- THENCE S 67° 24' 35" E a distance of 77.00 feet to a point;
- THENCE S 67° 19' 02" E a distance of 194.41 feet to a point;
- THENCE S 66° 55' 22" E a distance of 127.51 feet to a point;
- THENCE S 65° 27' 25" E a distance of 147.59 feet to a stake;
- THENCE S 45° 57' 04" W a distance of 10.74 feet to a point at land of the Commonwealth of Massachusetts; the previous 8 courses passing through said land of Violet Woods Condominium;
- THENCE N 65° 27' 25" W a distance of 143.54 feet by land of Commonwealth of Massachusetts and land now or formerly of Donald Gulbankian to a Land Court bound at the end of a stone wall;
- THENCE N 66° 55' 22" W a distance of 127.36 feet to a drill hole in said stone wall;
- THENCE N 67° 19' 02" W a distance of 194.37 feet to a Land Court disk in said stone wall;
- THENCE N 67° 24' 35" W a distance of 77.03 feet by said stone wall to a point;
- THENCE N 66° 58' 58" W a distance of 105.31 feet by said stone wall to a Land Court disk at land now or formerly of Levon Gulbankian. The previous four (4) courses bounding by said land of Donald Gulbankian;
- THENCE N 67° 45' 18" W a distance of 112.00 feet by said stone wall and said land of Levon Gulbankian to a drill hole;

THENCE N 72° 52' 52" W a distance of 61.44 feet by said stone wall and said land of Levon Gulbankian and said land of Violet Woods Condominium to a point at land of said Indian Development Corporation;

THENCE N 11° 27' 38" E a distance of 10.05 feet by said land of Indian Development Corporation and said land of Violetwoods Condominium to the point of beginning.

Said 10-Foot Wide Pedestrian Easement contains an area of 8,241 square feet, more or less.

G-4384-16

LEGAL DESCRIPTION
WALKING PATH EASEMENT

January 19, 2011

Beginning at a point at the northeast corner of Walking Path Easement, said point being on the southerly sideline of Violetwood Circle;

THENCE S 26° 20' 50" E a distance of 99.98 feet passing through land of Rose Pointe Condominium to a point at land of Commonwealth of Massachusetts, said point being S 63° 39' 10" W a distance of 287.40 feet from a stake in stones;

THENCE S 63° 39' 10" W a distance of 3.00 feet by said land of Commonwealth of Massachusetts to a point;

THENCE N 26° 20' 50" W a distance of 99.98 feet passing through said land of Rose Pointe Condominium to a point on the southerly sideline of said Violetwood Circle;

THENCE N 63° 39' 10" E a distance of 3.00 feet by the southerly sideline of said Violetwood Circle to the point of beginning.

Said Walking Path Easement contains an area of 300 square feet, more or less.

G-4384-16

January 4, 2011

LEGAL DESCRIPTION
SEWER EASEMENT 1

Beginning at a point, said point being the point where easterly sideline of Dicenzo Boulevard intersects the northerly sideline of Settlers Lane at land of Williamsburg Heights Condominium;

- Thence N 11° 14' 29" W a distance of 25.15 feet along said northeasterly sideline of said Dicenzo Boulevard to a stone bound at land of said Williamsburg Heights Condominium;
- Thence S 77° 18' 29" E a distance of 170.00 feet to a railroad spike;
- Thence N 07° 41' 11" E a distance of 77.50 feet to a stone bound;
- Thence N 77° 19' 20" E a distance of 27.96 feet to a stone bound;
- Thence N 16° 40' 00" W a distance of 215.65 feet to a point at a 30-Foot Wide Utility and Access Easement;
- Thence N 77° 53' 52" E a distance of 30.10 feet along said Easement to a stone bound on said Easement;
- Thence S 16° 40' 00" E a distance of 245.42 feet to a stone bound;
- Thence S 77° 19' 20" W a distance of 49.93 feet to a stone bound;
- Thence S 07° 41' 11" W a distance of 54.68 feet to a stone bound;
- Thence S 77° 18' 29" E a distance of 131.74 feet to a railroad spike on said Settlers Lane. The previous nine (9) courses bounding through land of said Williamsburg Heights Condominium;
- Thence N 30° 56' 19" E a distance of 129.68 feet through said Settlers Lane and land of said Williamsburg Heights Condominium to a stone bound;
- Thence S 78° 49' 46" E a distance of 172.19 feet through land of said Williamsburg Heights Condominium to a point at said Settlers Lane;
- Thence S 87° 00' 58" E a distance of 269.41 feet along the northerly sideline of said Settlers Lane to a railroad spike on said Settlers Lane;
- Thence S 79° 08' 50" E a distance of 121.26 feet through said Settlers Lane and land of said Williamsburg Heights Condominium to a point;

- Thence S 40° 40' 04" E a distance of 144.76 feet to a stone bound;
- Thence S 59° 26' 38" E a distance of 34.44 feet to a point;
- Thence S 90° 00' 00" E a distance of 100.15 feet to a stone bound on a curve on the westerly sideline of said Dicenzo Boulevard at land of said Williamsburg Heights Condominium. The previous three (3) courses bounding through property of said Williamsburg Heights Condominium;
- Thence Southwesterly and southeasterly and curving to the left along the arc of a curve having a radius of 480.00 feet, a length of 15.00 feet along said westerly sideline of said Dicenzo Boulevard to a railroad spike at a point of tangency;
- Thence S 00° 00' 00" E a distance of 15.00 feet along said westerly sideline of said Dicenzo Boulevard to a stone bound at land of said Williamsburg Heights Condominium;
- Thence N 90° 00' 00" W a distance of 108.11 feet through land of said Williamsburg Heights Condominium to a railroad spike;
- Thence N 59° 26' 38" W a distance of 47.59 feet through land of said Williamsburg Heights Condominium and through said Settlers Lane to a point;
- Thence N 40° 40' 04" W a distance of 139.25 feet through said Settlers Lane to a railroad spike;
- Thence N 79° 08' 50" W a distance of 108.73 feet through said Settlers Lane and through land of said Williamsburg Heights Condominium to a railroad spike;
- Thence N 87° 00' 58" W a distance of 269.49 feet through land of said Williamsburg Heights Condominium to a point;
- Thence N 78° 49' 46" W a distance of 153.24 feet through land of said Williamsburg Heights Condominium and through Settlers Lane to a railroad spike;
- Thence S 30° 56' 19" W a distance of 130.28 feet through said Settlers Lane and through land of said Williamsburg Heights Condominium to a railroad spike;
- Thence N 77° 18' 29" W a distance of 330.20 feet through said Settlers Lane to a railroad spike on said northeasterly sideline of said Dicenzo Boulevard;
- Thence N 11° 14' 29" W a distance of 7.68 feet along said easterly sideline of said Dicenzo Boulevard to the point of beginning.

Said Sewer Easement 1 contains an area of 48,113 square feet, more or less.

LEGAL DESCRIPTION
30-FOOT WIDE UTILITY EASEMENT 1

January 19, 2011

Beginning at a point at the southwesterly corner of 30-Foot Wide Utility Easement 1, said point being N 77° 53' 52" E a distance of 558.40 feet from a stone bound on the northerly sideline of Diconzo Boulevard;

- THENCE N 03° 45' 03" W a distance of 715.24 feet to a point;
- THENCE N 05° 02' 51" E a distance of 83.76 feet to a point;
- THENCE S 85° 31' 01" W a distance of 156.03 feet to a point;
- THENCE N 06° 13' 00" W a distance of 15.00 feet to a point on a curve on the southerly sideline of Boston Post Road: The previous four (4) courses bounding through land of Route 20 Marlboro BB, LLC;
- THENCE Easterly and curving to the right along the arc of a curve having a radius of 1967.50 feet, a length of 150.02 feet to a point of curvature;
- THENCE Easterly and curving to the right along the arc of a curve having a radius of 1151.56 feet, a length of 39.37 feet to a point at land of Route 20 Marlboro Properties, LLC, the previous two (2) courses bounding by the southerly Southerly sideline of said Boston Post Road;
- THENCE S 05° 02' 51" W a distance of 100.00 feet by said land of Route 20 Marlboro Properties, LLC to a point;
- THENCE S 03° 45' 03" E a distance of 708.53 feet by said land of Route 20 Marlboro Properties, LLC and land of Indian Development Corp. to a stone bound;
- THENCE S 77° 53' 52" W a distance of 30.32 feet by said land of Indian Development Corp. and said land of Route 20 Marlboro BB, LLC to the point of beginning.

Said 30-Foot Wide Utility Easement 1 contains an area of 27,052 square feet, more or less.

G-4384-16

January 4, 2011

LEGAL DESCRIPTION
ACCESS EASEMENT 1

Beginning at a stone bound at a point of tangency on the southeasterly sideline of Diczno Boulevard at Station 42+84.26 at land of Rose Pointe Condominium;

Thence S 76° 03' 00" E a distance of 62.12 feet to a stone bound at land of Village at Hager Meadow Condominium;

Thence S 13° 57' 00" W a distance of 40.00 feet along land of said Village at Hager Meadow Condominium to a stone bound at land of said Rose Pointe Condominium;

Thence N 76° 03' 00" W a distance of 70.65 feet through land of said Rose Pointe Condominium to a stone bound on a curve on said southeasterly sideline of said Diczno Boulevard;

Thence Northeasterly and curving to the left along the arc of a curve having a radius of 660.00 feet, a length of 40.91 feet to the point of beginning.

Said Access Easement 1 contains an area of 2,647 square feet, more or less.

January 4, 2011

LEGAL DESCRIPTION – 30 FOOT WIDE UTILITY & ACCESS EASEMENT 1

Beginning at a stone bound on the easterly sideline of Dicenzo Boulevard said point being the southwesterly corner of land of Rt. 20 Marlboro BB, LLC and the northwesterly corner of land of Williamsburg Heights Condominium;

THENCE N 77° 53' 52" E a distance of 588.72 feet along land of said Rt. 20 Marlboro BB, LLC to a stone bound at land of Indian Development Corporation;

THENCE S 03° 45' 03" E a distance of 30.32 feet along land of said Indian Development Corporation to a stone bound at land of said Williamsburg Heights Condominium;

THENCE S 77° 53' 52" W a distance of 584.76 feet through land of said Williamsburg Heights Condominium to a stone bound on said northeasterly sideline of said Dicenzo Boulevard;

THENCE N 11° 14' 29" W a distance of 30.00 feet along northeasterly sideline of said Dicenzo Boulevard to the point of beginning

Said 30 foot wide utility and access easement contains an area of 17,602. square feet, more or less.

January 4, 2011

LEGAL DESCRIPTION
FLOWAGE EASEMENT 1

Beginning at a stone bound on the easterly sideline of Dicenso Boulevard, said stone bound being the most southeasterly corner of land of Rt 20 Marlboro BB, LLC and the most northwesterly corner of land of Williamsburg Heights Condominium;

- Thence N 77° 53' 52" E a distance of 220.87 feet along land of said Rt 20 Marlboro BB, LLC to a point;
- Thence S 53° 23' 10" E a distance of 129.17 feet to a stone bound;
- Thence S 15° 40' 40" E a distance of 160.00 feet to a stone bound;
- Thence S 77° 19' 20" W a distance of 320.00 feet to a point on said easterly sideline of said Dicenso Boulevard. The previous three (3) courses bounding through land of said Williamsburg Heights Condominium;
- Thence N 11° 14' 29" W a distance of 260.00 feet along the easterly sideline of said Dicenso Boulevard to the point of beginning.

Said Flowage Easement 1 contains an area of 76,263 square feet, more or less.

G-4384-16

January 4, 2011

LEGAL DESCRIPTION
FLOWAGE & ACCESS EASEMENT 2

Beginning at a stone bound on the southeasterly sideline of Dicenzo Boulevard, said bound being the point where the layout of Dicenzo Boulevard intersects the 1996 State Layout of the Boston Post Road at land of Williamsburg Heights Condominium;

- Thence Southwesterly and curving to the right along the arc of a curve having a radius of 590.00 feet, a length of 181.16 feet to a stone bound at a point of tangency;
- Thence S 24° 12' 30" W a distance of 189.82 feet to a stone bound at a point of curvature;
- Thence Southwesterly and curving to the right along the arc of a curve having a radius of 600.00 feet, a length of 67.53 feet to a stone bound at land of said Williamsburg Heights Condominiums. The previous three (3) courses bounding on said southeasterly sideline of said Dicenzo Boulevard;
- Thence N 57° 40' 00" W a distance of 165.49 feet through land of said Williamsburg Heights Condominiums to stone bound at land of Donald D. Wright;
- Thence N 32° 20' 00" E a distance of 449.89 feet along land of said Wright to a point on the southerly sideline of said Boston Post Road;
- Thence S 85° 08' 39" E a distance of 6.14 feet to a stone bound at a point of curvature;
- Thence Southeasterly and southwesterly and curving to the right along the arc of a curve having a radius of 55.00 feet, a length of 88.08 feet to the point of beginning. The previous two (2) courses bounding along said southerly sideline of said Boston Post Road.

Said Flowage & Access Easement 2 contains an area of 59,690 square feet, more or less.

LEGAL DESCRIPTION
FLOWAGE EASEMENT 3
"INDIAN HILL PARK"
MARLBOROUGH, MASSACHUSETTS

December 10, 2014

Beginning at a stone bound on the southerly sideline of Boston Post Road East, said stone bound being N 85° 08' 39" W a distance of 6.14 feet from a stone bound at the northwesterly corner of Diconzo Boulevard;

THENCE S 32° 20' 00" W a distance of 189.89 feet passing through land of Donald D. & Alice R. Wright to a point;

THENCE N 14° 53' 10" E a distance of 130.00 feet to a point;

THENCE N 32° 20' 00" E a distance of 45.60 feet to a point on the southerly sideline of said Boston Post Road East. The previous three courses passing through land of Donald D. & Alice R. Wright.

THENCE S 85° 08' 39" E a distance of 43.94 feet to the point of beginning.

Said Flowage Easement 3 contains an area of 4,589 square feet, more or less.

G-4384-16

January 4, 2011

LEGAL DESCRIPTION
DRAIN EASEMENT 1

Beginning at a stone bound on the northeasterly sideline of Dicenso Boulevard at land of Williamsburg Heights Condominium, said point being S 11° 14' 29" E a distance of 35.00 feet from a stone bound at the southwesterly corner of land of Rt 20 Marlboro BB, LLC;

Thence N 77° 53' 52" E a distance of 35.00 feet to a point;

Thence S 11° 14' 29" E a distance of 30.00 feet to a point;

Thence S 77° 53' 52" W a distance of 35.00 feet to a stone bound on said northeasterly sideline of said Dicenso Boulevard. The previous three (3) courses bounding through said land of said Williamsburg Heights Condominium;

Thence N 11° 14' 29" W a distance of 30.00 feet along said northeasterly sideline of said Dicenso Boulevard to the point of beginning.

Said Drain Easement 1 contains an area of 1,050 square feet, more or less.

G-4384-16

January 4, 2011

LEGAL DESCRIPTION
DRAIN EASEMENT 2

Beginning at a stone bound on the northeasterly sideline of Dicenso Boulevard at land of Williamsburg Heights Condominium, said point being S 11° 14' 29" E a distance of 145.00 feet from a stone bound at the southwesterly corner of land of Rt 20 Marlboro BB, LLC;

Thence N 78° 45' 31" E a distance of 30.00 feet to a point;

Thence S 11° 14' 29" E a distance of 30.00 feet to a stone bound;

Thence S 78° 45' 31" W a distance of 30.00 feet to a stone bound on said northeasterly sideline of said Dicenso Boulevard. The previous three (3) courses bounding through said land of said Williamsburg Heights Condominium;

Thence N 11° 14' 29" W a distance of 30.00 feet along said northeasterly sideline of said Dicenso Boulevard to the point of beginning.

Said Drain Easement 2 contains an area of 900 square feet, more or less.

G-4384-16

January 4, 2011

LEGAL DESCRIPTION
DRAIN EASEMENT 3

Beginning at a stone bound at land of Williamsburg Heights Condominium, said stone bound being N 15° 40' 40" W a distance of 96.85 feet from the southeasterly corner of Flowage Easement 1 and being inside said Flowage Easement 1;

Thence S 74° 19' 20" W a distance of 50.00 feet to a stone bound;

Thence N 15° 40' 40" W a distance of 30.00 feet to a stone bound;

Thence N 74° 19' 20" E a distance of 50.00 feet to a stone bound;

Thence S 15° 40' 40" E a distance of 30.00 feet to the point of beginning. The previous four (4) courses being through said land of Williamsburg Heights Condominium and being inside Flowage Easement #1.

Said Drain Easement 3 contains an area of 1,500 square feet, more or less.

G-4384-16

January 4, 2011

LEGAL DESCRIPTION
DRAIN EASEMENT 4

Beginning at a stone bound on the northwesterly sideline of Dicenso Boulevard, said stone bound being N 24° 12' 30" E a distance of 39.99 from a stone bound at Station 42+84.26 at land of Williamsburg Heights Condominium;

Thence N 65° 47' 30" W a distance of 30.00 feet to a stone bound;

Thence N 24° 12' 30" E a distance of 30.00 feet to a stone bound;

Thence S 65° 47' 30" E a distance of 30.00 feet to a stone bound on said northwesterly sideline of said Dicenso Boulevard. The previous three (3) courses bounding through said land of said Williamsburg Heights Condominium;

Thence S 24° 12' 30" W a distance of 30.00 feet along said northwesterly sideline of said Dicenso Boulevard tot he point of beginning.

Said Drain Easement 4 contains an area of 900 square feet, more or less.

G-4384-16

January 4, 2011

LEGAL DESCRIPTION
DRAIN EASEMENT 5

Beginning at a stone bound on a curve on the southerly sideline of Boston Post Road, said point being 1.68 feet northerly of a stone bound at Station 46+64.44 on Dicenso Boulevard at land of Williamsburg Heights Condominium;

- Thence N 86° 00' 00" W a distance of 24.45 feet to a point;
- Thence N 04° 00' 00" E a distance of 22.53 feet to a stone bound;
- Thence S 29° 11' 20" W a distance of 18.11 feet to a stone bound;
- Thence N 60° 48' 40" W a distance of 30.00 feet to a stone bound;
- Thence N 29° 11' 20" E a distance of 13.39 feet to a stone bound;
- Thence N 57° 40' 00" W a distance of 7.18 feet to a stone bound;
- Thence N 32° 20' 00" E a distance of 23.88 to a stone bound on a curve on the southerly sideline of the Boston Post Road. The previous seven (7) courses bounding through land of said Williamsburg Heights Condominium;
- Thence Southeasterly and curving to the right along the arc of a curve having a radius of 55.00 feet, a length of 36.53 feet along said southerly sideline of said Boston Post Road to a stone bound at land of said Williamsburg Heights;
- Thence S 29° 11' 20" W a distance of 10.94 feet to a point;
- Thence S 86° 00' 00" E a distance of 12.58 feet to a stone bound on a curve on said southerly sideline of said Boston Post Road. The previous two (2) courses bounding through land of said Williamsburg Heights Condominium;
- Thence Southwesterly and curving to the left along the arc of a curve having a radius of 55.00 feet, a length of 31.58 feet along said southerly sideline of said Boston Post Road to the point of beginning.

Said Drain Easement 5 contains an area of 1,994 square feet, more or less.



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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
DONALD V. RIDER, JR.
CITY SOLICITOR

2015 OCT - 1
CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS
PARALEGAL

October 1, 2015

Edward Clancy
President
Marlborough City Council

RE: Order No. 15-1006282B / Special Permit Application For A Drive-Through Window

Dear President Clancy and Members:

Pursuant to Section 650-59(C)(13) of the Zoning Ordinance of the City of Marlborough, I provide this letter as to the legal form of the City Council's proposed findings on the special permit application submitted Charter Foods North, LLC to utilize the existing drive-through window for a Taco Bell restaurant at 773 Boston Post Road East.

I certify that the proposed decision is in proper legal form.

Very truly yours,

/s/ Cynthia Panagore Griffin
Cynthia Panagore Griffin
Assistant City Solicitor

Enclosures

ORDERED:

Marlborough, Mass., _____ 2015

**DECISION ON A SPECIAL PERMIT
IN CITY COUNCIL**

Special Permit
Charter Foods North, LLC
Order No. 15-1006282B

**DECISION ON A SPECIAL PERMIT
CITY COUNCIL ORDER NO. 15-1006282B**

The City Council of the City of Marlborough hereby GRANTS the application for a Special Permit to Charter Foods North, LLC (the "Applicant") for one (1) drive-through service window for a restaurant located at 773 Boston Post Road East, 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 foreign Limited Liability Company having a business address of 1111 Gateway Service Park Road, Morristown, TN 37813.
2. The Applicant is the prospective lessee of a portion of the property located at 773 Boston Post Road East, Marlborough, Massachusetts, as shown on the Assessors' Map of the City of Marlborough as a portion of Map 61, Parcel 30 (the "Site"). The Site is owned by Route 20 Marlboro Properties LLC, c/o R.K. Associates, Inc., 456 Providence Highway, P.O. Box 111, Dedham, MA 02027.
3. The Applicant proposes to utilize an existing structure, which contains two abandoned drive-through windows, on the Site to operate a Taco Bell restaurant with one (1) drive-through service window (the "Project").
4. The Site is located in the B Business Zoning District as determined by the Zoning Map of the City of Marlborough.
5. The Applicant's use of the Site as a restaurant with a drive-through service window is allowed by special permit pursuant to Sections 650-14.B(2) and 650-17 of the Zoning Ordinance.
6. In connection with the Application, the Applicant has submitted a certified list of abutters, filing fees, a plan of the existing site entitled "Taco Bell Remodel Existing Locus Plan 07.16.15" and a detailed site plan of the proposed site entitled "Taco Bell Remodel Proposed Site Plan 07.08.15," both plans prepared by Kathleen Day, Architect, 8535 Ferry Road, Waynesville, OH 45068 (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 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, August 24, 2015.
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. One resident who lives at 666 Brigham Street spoke in favor of the Project based on tax dollars and jobs for residents being generated out of what is presently a vacant building. Abutters to the far rear of the larger parcel containing the Site, who live at 17 Arcadia Circle and 47 Settlers Lane, spoke in opposition to the Project based on concerns of blight, noise, trash, and restaurant operating hours.

**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 the Applicant a Special Permit to operate one (1) drive-through service window as shown on the Plan 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, statutes, 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 detailed Site Plan Review in accordance with the City of Marlborough site plan review ordinance prior to the issuance of the building permit. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions attached to the building permit, and no occupancy permit shall be issued until the Applicant has complied with all conditions. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Plans submitted, reviewed and approved by the City Council as the Special Permit Granting Authority.
4. Modification of Plans. Notwithstanding conditions #1 and #3 above, 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, increase the size, shape or position of the building, or alter the fencing bordering the property, all as shown on the Plans.
5. Signs and Awnings. The locations and design of signage shall be reviewed and approved by the City of Marlborough in accordance with the Sign Ordinance of the City of Marlborough without variance therefrom except as herein provided. No posters, graphics, lettering or any other form of advertising shall be affixed to windows or hanging inside or in front of windows.
6. 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, including exhibits thereto, 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.
7. Hours of Operation. The hours of operation for the restaurant and the drive-through window shall not exceed Monday through Sunday, 7:00 a.m. to 2:00 a.m. There will be no 24-hour operation.
8. Traffic Signage. The location and placement of pavement markings and traffic directional signage currently located at the Site shall be reviewed and approved by the City of Marlborough during Site Plan Review in accordance with applicable rules and regulations of the City of Marlborough.
9. Parking Area Rules. Parking areas will be swept and maintained by the Applicant, its successors and/or assigns as necessary. The Applicant, its successors and/or assigns

shall be responsible for providing, installing and maintaining all signage or markings currently located on the Site as required by the Marlborough Traffic Commission. Such signage or markings shall meet the standards of the Manual on Uniform Traffic Control Devices.

10. No Overnight Parking. There shall be no overnight parking at the Site.
11. Drive-Through Speakers. The drive-through window shall employ a pedestal speaker system that automatically adjusts to the ambient noise so as to minimize the noise emanating from the speaker system to levels comporting with the noise ordinance of the City of Marlborough. The drive-through audio speakers shall not produce noise at the rear property line of the plaza, shown as Map 61, Parcel 30 on the Assessors' Map of the City of Marlborough, greater than that which would be allowed in a residential zone pursuant to the Noise Ordinance of the City of Marlborough.
12. Deliveries. In order to mitigate noise concerns for residential abutters, no deliveries to the Site by semi-trailers shall occur prior to 7:00 a.m. or after 7:00 p.m.
13. Lighting. Applicant, its successors and/or assigns shall utilize illuminations as currently located at the Site.
14. Landscaping. The Applicant, its successors and/or assigns agrees to plant and maintain in good condition the Project's landscaping substantially in conformance with the final site plan as submitted to the City Council, which plan is entitled "Taco Bell Remodel, Final Site Plan, 09.28.2015."
15. Trash. Applicant, its successors and/or assigns agrees to keep dumpsters covered and to screen the Project's trash area by constructing a dumpster enclosure of a design compatible with the building. Applicant, its successors and/or assigns further agrees that the dumpsters located on the Site shall be covered. No trash pickup shall occur before 7:00 AM or after 7:00 PM.
16. Snow Removal. Applicant, its successors and/or assigns shall maintain and conduct snow storage and removal on the Site, and shall store or remove snow as necessary to provide for clear and safe traffic flow on the Site.
17. Non-Severability of Conditions. If any of the above conditions is deemed to be invalid by a court of competent jurisdiction, then this Decision shall be null and void.
18. 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, and before a Building Permit is issued. Applicant, its affiliates, successors and/or assigns shall also furnish proof of recording to the City Solicitor's Office and the City Council immediately subsequent to recording.

Yea: _____-Nay: _____-Abstain: _____

Yea: __

Abstain: __

ADOPTED

In City Council

Order No. 15-1006282B

Adopted: _____ 2015

Approved by Mayor

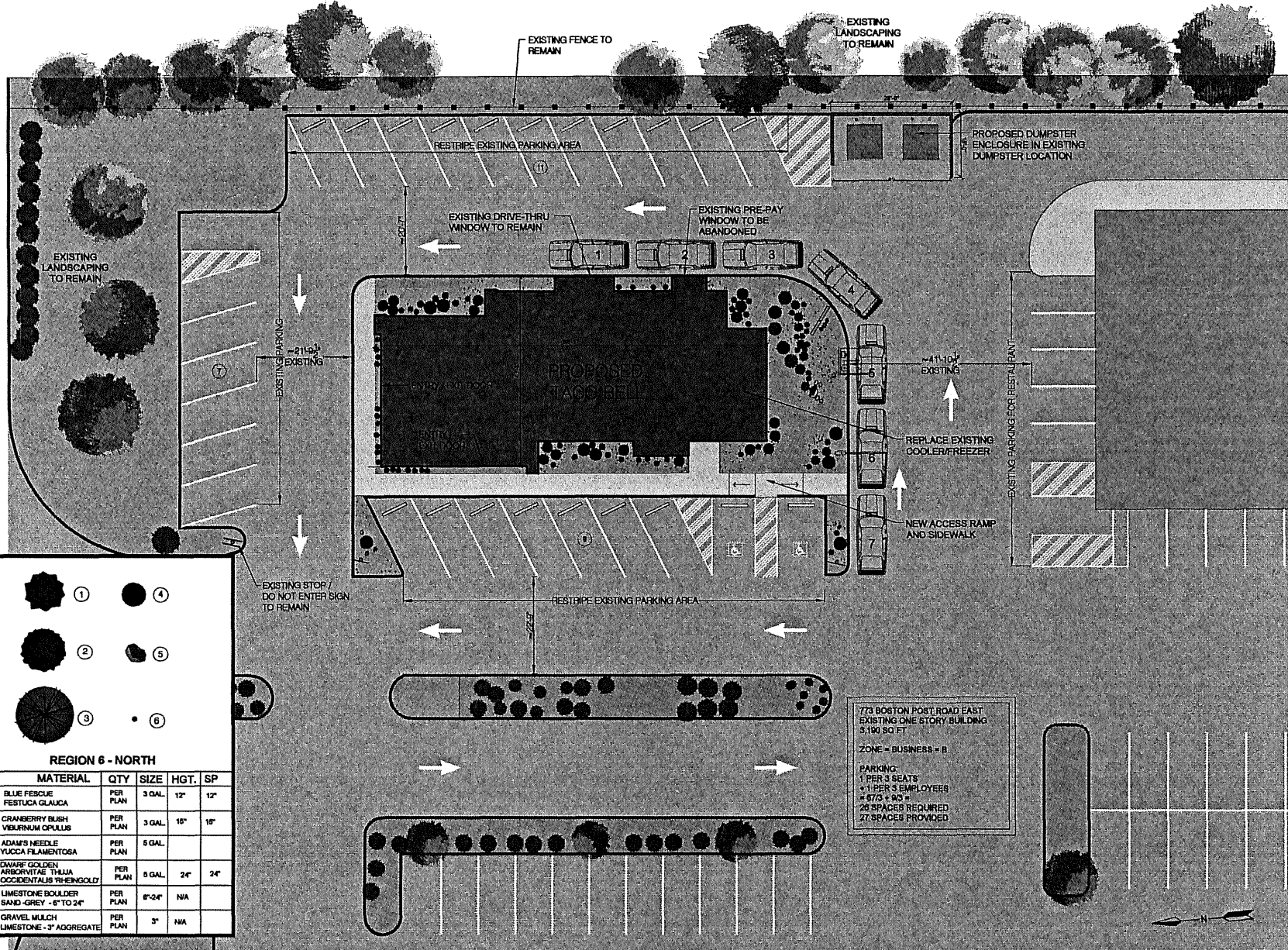
Arthur G. Vigeant

Date: _____ 2015

A TRUE COPY

ATTEST: _____ City Clerk

BOSTON POST ROAD EAST



REGION 6 - NORTH

NO.	MATERIAL	QTY	SIZE	HGT.	SP
1	BLUE FESCUE FESTUCA GLAUCA	PER PLAN	3 GAL	12"	12"
2	CRANBERRY BUSH VIBURNUM OPULUS	PER PLAN	3 GAL	10"	10"
3	ADAM'S NEEDLE YUCCA FILAMENTOSA	PER PLAN	5 GAL		
4	DWARF GOLDEN ARISARITAE THYLLA OCCIDENTALIS RHENIGOLD	PER PLAN	5 GAL	24"	24"
5	LIMESTONE BOULDER SAND-GREY - 6" TO 24"	PER PLAN	6"-24"	N/A	
6	GRAVEL MULCH LIMESTONE - 3" AGGREGATE	PER PLAN	3"	N/A	

773 BOSTON POST ROAD EAST
EXISTING ONE STORY BUILDING
5,190 SQ FT

ZONE - BUSINESS - B

PARKING:
1 PER 3 SEATS
+ 1 PER 3 EMPLOYEES
= 47/3 + 9/3 =
26 SPACES REQUIRED
27 SPACES PROVIDED

JOHN P. HAYES ARCHITECT
2535 FERRY ROAD
BOYSVILLE, NH 03024
603.733.1234
johnhayesarchitect@gmail.com

Project Name:
Route 20 Marlborough Properties LLC

Asst. POC Contact:
PO Box 111
464 Peachtree Highway
Duluth, GA 30087-0111

Developer:
Chandler Family Month LLC
1111 Gateway Service Park Road
Marlborough, MA 01752

Marlborough Commons
773 Boston Post Rd E
Marlborough, MA 01752

REMODEL

FINAL SITE PLAN
09.28.2015

SP-1



City of Marlborough
Legal Department

RECEIVED
CLERK'S OFFICE
CITY OF MARLBOROUGH

DONALD V. RIDER, JR.
CITY SOLICITOR

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

LEGAL@MARLBOROUGH-MA.GOV

CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS
PARALEGAL

October 1, 2015

Edward Clancy
President
Marlborough City Council


RE: Order No. 15-1006281 Complete Streets Policy:
(1) Order to Accept Section 1 of Chapter 90I of the Massachusetts General Laws; and
(2) Order to Adopt Complete Streets Policy

Dear President Clancy and Members:

Pursuant to discussion at the Legal & Legislative Affairs meeting on September 29, 2015, enclosed for your consideration are the above-referenced orders relating to Order No. 15-1006281, which is proposed Complete Streets Policy.

Thank you for your attention to this matter.

Very truly yours,


/s/ Cynthia Panagore Griffin
Cynthia Panagore Griffin
Assistant City Solicitor

Enclosures

Cc: Arthur G. Vigeant, Mayor
John Ghiloni, DPW Commissioner
Evan Pilachowski, City Engineer

ORDERED:

Be it ordained by the City Council of the City of Marlborough that, pursuant to Section 1(c) (ii) of Chapter 90I of the General Laws of Massachusetts, the City of Marlborough Complete Streets Policy attached herewith be, and is hereby, adopted by the City Council of the City of Marlborough.

ADOPTED
In City Council
Order No 15- 1006281-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

City of Marlborough COMPLETE STREETS POLICY	
Effective Date	Upon approval of the City Council.
Expiration Date	None
Date Last Revised	
City Council Vote to Adopt Resolution	

COMPLETE STREETS POLICY

Vision and Purpose:

Complete Streets are designed and operated to provide safety, comfort, and accessibility for all the users of our streets and trails, including pedestrians, bicyclists, motorists, commercial vehicles, and emergency vehicles and for people of all ages, abilities, and income levels. Furthermore, Complete Streets principles benefit the safety, health, economic viability, and quality of life in a community by improving the pedestrian and vehicular environments in order to provide, safe, accessible, and comfortable means of travel between home, school, work, recreation, and retail destinations. Complete Streets also furthers equity objectives by providing safe forms of travel for Marlborough residents of all income levels. The purpose of the City of Marlborough's Complete Streets Policy, therefore, is to accommodate all road users by creating a roadway network that meets the needs of individuals utilizing a variety of transportation modes. It is the intent of the City of Marlborough to formalize the plan, design, operation, and maintenance of streets so that they are safe for users of all ages, all abilities and all income levels as a matter of routine. This Policy directs decision-makers to consistently plan, design, construct, and maintain streets to accommodate all anticipated users including, but not limited to pedestrians, bicyclists, motorists, emergency vehicles, and freight and commercial vehicles.

Core Commitment:

The City of Marlborough recognizes that users of various modes of transportation, including, but not limited to, pedestrians, cyclists, bus riders, motorists, delivery and service personnel, freight haulers, and emergency responders are legitimate users of roadways and deserve safe facilities. "All Users" includes users of all ages, abilities, and income levels.

The City recognizes that all roadway projects – including new construction, maintenance and reconstruction – are potential opportunities to apply Complete Streets design principles. The City will, to the maximum extent practical, strive to complete a comprehensive and integrated transportation network of facilities for people of all ages and abilities, and will consider Complete Streets design principles during design, construction, and maintenance of the City's transportation network.

Complete Streets design recommendations shall be incorporated into all publicly and privately funded projects, as appropriate. All transportation infrastructure and street design projects requiring funding or approval by the City of Marlborough, as well as projects funded by the State and Federal government, including but not limited to Chapter 90 funds, City improvement grants, Transportation Improvement Program (TIP), the MassWorks Infrastructure Program, Community Development Block Grants (CDBG), Capital Funding, and other state and federal funds for street and infrastructure design shall adhere to the City of Marlborough Complete Streets Policy. Private developments and related roadway design components shall adhere to the Complete Streets principles. In addition, to the extent practical, state-owned roadways will comply with the Complete Streets Policy, including the design, construction, and maintenance of such roadways within City boundaries.

City Departments will use best judgment regarding the desirability and feasibility of applying Complete Streets principles for routine roadway maintenance and projects, such as repaving, restriping, and so forth.

Transportation infrastructure projects, including but not limited to roadway reconstruction and roadway reconfigurations, may be excluded upon approval by the Commissioner of Public Works or the Mayor when documentation, understanding of local traffic patterns, and data indicate that any of the following apply:

1. Roadways where specific users are prohibited by law, such as interstate freeways or pedestrian malls. An effort will be made, in these cases, for accommodations elsewhere.
2. Roadway reconstruction projects required to make emergency repairs.
3. Cost or impacts of accommodation are excessively disproportionate to the need or probable future use.
4. Other City policies, regulations, or requirements contradict or preclude implementation of Complete Streets principles.

All exclusions, including justification, shall be noted within the annual evaluation of effectiveness described below.

Best Practices:

The City of Marlborough Complete Streets policy will focus on developing a connected, integrated network that serves all road users. Complete Streets will be integrated into policies, planning, and design of all types of public and private projects, including new construction, reconstruction, rehabilitation, repair, and maintenance of transportation facilities on streets and redevelopment projects. Private entities proposing development projects within the City of Marlborough will be encouraged to incorporate Complete Streets principles.

Implementation of the City of Marlborough Complete Streets Policy will be carried out cooperatively within all departments in the City of Marlborough and, to the greatest extent possible, among private developers, and state, regional, and federal agencies.

Complete Streets principles include the development and implementation of projects in a context-sensitive manner in which project implementation is sensitive to the community's physical, economic, and social setting. The context-sensitive approach to process and design includes a range of goals by giving significant consideration to stakeholder and community values. It includes goals related to livability with greater participation of those affected in order to gain project consensus. The overall goal of this approach is to preserve and enhance scenic, aesthetic, historical, and environmental resources while improving or maintaining safety, mobility, and infrastructure conditions.

The City of Marlborough recognizes that "Complete Streets" may be achieved through single elements incorporated into a particular project or incrementally through a series of smaller improvements or maintenance activities over time.

The latest design guidance, standards, and recommendations available will be used in the implementation of Complete Streets, including the most up-to-date versions of:

- The Massachusetts Department of Transportation Project Design and Development Guidebook
- The National Association of City Transportation Officials (NACTO) Urban Bikeway Design Guide

- The National Association of City Transportation Officials (NACTO) Urban Streets Design Guide
- Pioneer Valley Planning Commission's Healthy Community Design Toolkit
- The latest edition of American Association of State Highway Transportation Officials (AASHTO) A Policy on Geometric Design of Highway and Streets
- The United States Department of Transportation, Federal Highway Administration's Manual on Uniform Traffic Design Controls
- The Architectural Access Board (AAB) 521CMR Rules and Regulations
- Documents, plans, and studies created for the City of Marlborough

Implementation:

The City of Marlborough Department of Public Works will conduct a baseline inventory of pedestrian and bicycle accommodations in the City of Marlborough. This baseline will assist the City to identify priority projects. After the baseline inventory has been completed, the City shall maintain a comprehensive inventory of pedestrian and bicycle facility infrastructure that will highlight projects that eliminate gaps in the sidewalk and bikeway network.

The City shall make Complete Streets practices a routine part of everyday operations, shall approach every transportation project and program as an opportunity to improve streets and the transportation network for all users, and shall work in coordination with other departments, agencies, and jurisdictions to achieve Complete Streets.

The City of Marlborough Planning Board will review subdivisions for Complete Streets principles, and encourage the implementation of these principles during design.

The City of Marlborough Planning Board, Zoning Board of Appeals, Site Plan Review Committee, the City Council and its various committees shall, during their existing respective review processes, review private development proposals for Complete Streets elements, and encourage their incorporation during design phases of proposed projects. This review will include implementation of Complete Streets practices on the site and mitigation measures required on the public transportation system.

The Department of Public Works shall draft and submit an annual evaluation of effectiveness to the Mayor, the City Council, and the Massachusetts Department of Transportation, as required by MGL c. 90I s. § 1c.

Transportation projects shall be reviewed by the City Engineer and Commissioner of Department of Public Works to ensure Complete Streets principles are being incorporated into public transportation projects, when feasible and appropriate. If Complete Streets principles are not incorporated into a project, except in the case of emergency repairs, the Department of Public Works shall make note of this exception in the annual evaluation explaining the inappropriateness or infeasibility of incorporating the principles on the project.

The City will secure training for pertinent City staff and decision-makers on both the technical content of Complete Streets principles and best practices, as well as community engagement methods for implementing the Complete Streets Policy. Training may be accomplished through workshops and other appropriate means.

The City will utilize inter-department coordination to promote the most responsible and efficient use of resources for activities within the public way.

The City will seek out appropriate sources of funding and grants for implementation of Complete Streets policies.

Evaluation of Effectiveness:

The Department of Public Works will develop performance measures to annually assess the rate, success, and effectiveness of implementing the Complete Streets Policy. The Department of Public Works will utilize appropriate metrics for analyzing the success of this policy. These metrics may include the total number of new bicycle lanes, the linear feet of new pedestrian accommodation, number of retrofitted pedestrian facilities or amenities, number of intersection improvements made to improve Level of Service (LOS) and safety for vehicles, pedestrians and bicyclists, rate of crashes by mode, rate of children walking or bicycling to school, and/or number of trips by mode. These metrics will be compiled into a report by the Department of Public Works and presented to the Mayor and City Council annually and submitted to the Massachusetts Department of Transportation.

ORDERED:

That the provisions of Section 1 of Chapter 90I of the General Laws of Massachusetts, entitled "Complete streets program; certification as complete streets community; rules and regulations; advisory committee; annual report," as amended, be and are hereby accepted by the City Council of the City of Marlborough pursuant to paragraph (d) of said Section 1 of Chapter 90I.

ADOPTED
In City Council
Order No 15- 1006281-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:

City of Marlborough
Commonwealth of Massachusetts

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2015 SEP 30 P 4:33



PLANNING BOARD

Barbara L. Fenby, Chair
Colleen M. Hughes
Philip J. Hodge
Edward F. Coveney
Sean N. Fay
Shawn McCarthy
Brian DuPont

Melissa Irish - Secretary
Phone: (508) 460-3769
Fax: (508) 460-3736
Email: MIrish@marlborough-ma.gov

September 28, 2015

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

Re: City Council Order No. 15-1006281

Dear Council President,

At the regular meeting of the Marlborough Planning Board the following was taken up for consideration.

A. Complete Streets referred from City Council and City Engineer

City Engineer Pilachowski presented to the Board the Complete Streets overview. This is a version that has been seven months in the making and is collaboration between the Engineering Department and the Mayor's Office.

On a motion made by Mr. Hodge, seconded by Mr. Fay it was voted to endorse the Complete Streets Plan and Recommend the City Council do the same. Motion carried.

Please feel free to contact me should you need any additional information.

Sincerely,


Barbara L. Fenby
Chairperson

BARBARA H. ROWE
DOUGLAS J. ROWE



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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

21 COTTING AVENUE
POST OFFICE BOX 617
MARLBOROUGH, MA 01752
TEL: (508) 485-5555
FAX: (508) 485-8888
email: bhr@rowelawoffice.com
email: djr@rowelawoffice.com

2015 SEP 30 P 2:08

ROWE LAW OFFICE

September 30, 2015

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

Re: 3 Signs on City Property

Dear President Clancy:

On September 28th the City Council approved 3 sign to promote the Marlborough Heritage Weeken October 2nd 3rd and 4th, unfortunately due to weather/wind concerns the event has now been rescheduled to October 23rd 24th and 25th and we are requesting the same locations for the period of October 10th to October 27th.

Your prompt approval would be appreciated.

Respectfully,

A handwritten signature in cursive script, appearing to read "Douglas J. Rowe".

Douglas J. Rowe, Esq.
Chairman

Enc.

Size of Signs & Locations for 2015 Heritage Weekend

- SIZES :**
- #1 3'w x 4'h two sided sandwich boards
 - #2 2'w x 18"h two sided lawn signs
 - #3 4'w x 18"h two sided lawn signs
 - #4 18'w x 3' h one sided banner

LOCATIONS :

	<u>Location</u>	<u>Sign Type</u>
1.	133 W. Main Street St. Marys Credit Union	#1
2.	1 Northboro Rd. "	#1
3.	139 Lakeside Avenue Allora Restaurant	#1
4.	133 So. Bolton Street "	#2
5.	5. Corner Bolton.Union S. Navin	# 2
6.	SE corner of park.Granger/W.Main City	#2
7.	Corner Boston Post Rd/Farm "	#2
8.	377 Elm Street Marlborough Historical Society	#3
9.	540 Concord Rd. Douglas Rowe	#2
10.	220 Hildreth Street Catherine & Ron DeCiero	#2
11.	Corner Maple/Mill City	#3
12.	21 Cotting Ave Rowe Law Office	# 2
13.	340 Maple Street J Hickey -Marlborough Commerce Ctr	# 3
14.	982 Boston Post Rd W. Curley	# 3
15.	Court Street Garage Granger Blvd Side	# 4

TIMEFRAME : from ~~September 19th~~ ^{OCTOBER 10TH} to ~~October 6th~~ ^{27TH}.*
~~23, 24 & 25~~

* The Event is October ~~2-4th~~ ^{26TH}. & this gives us 2 days to take them down in case of inclement weather on the ~~5th~~ ^{27TH}, otherwise they will be down on the ~~5th~~ ^{26TH}! ~~26TH~~

Lisa Thomas

From: City Council
Sent: Thursday, October 1, 2015 11:29 AM
To: Lisa Thomas
Subject: For October 5, 2015 Agenda - Overlook Wall

From: <rroper1947@comcast.net>
Date: October 1, 2015 at 10:58:58 AM EDT
To: City Council <citycouncil@marlborough-ma.gov>
Subject: Re: Overlook Wall

Karen,
Could you please put me on the agenda for the next council meeting in order for me to bring samples of proposed facade for my poured concrete retaining walls at Overlook ?
Please confirm with time etc. If you would.
Thank you
Rick Roper
Crabtree Lake Williams LLC

Sent from XFINITY Connect

City Clerks Office
Copy

PETITION FOR POLE LOCATIONS

September 4, 2015

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 SEP 30 A 9:22

To the City Clerks Office
Marlborough, Massachusetts

MASSACHUSETTS ELECTRIC COMPANY requests permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said company may deem necessary, in the following public way or ways;

Berlin Street

NGRID request new solely owned pole 59-80 to be se approx. 40' N of existing pole 59 to serve new UG services for traffic cameras to be installed between 495 North and 495 South

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

MASSACHUSETTS ELECTRIC COMPANY

Plan No. **18684542** Dated **09/02/2015**

Your petitioner agrees to reserve space for one crossarm at a suitable point on each of said poles for the fire, police, telephone and telegraph signal wires belonging to the municipality and used exclusively for municipal purposes.

MASSACHUSETTS ELECTRIC COMPANY

By: Erie Widman *EW*
Manager of Distribution Design

ORDER FOR POLE LOCATIONS

September 4, 2015

By The City Clerks Office
Marlborough, Massachusetts

Notice having been given and public hearing held, as provided by law, IT IS HEREBY ORDERED: that **MASSACHUSETTS ELECTRIC COMPANY** be and they are hereby granted locations for and permission to erect and maintain poles and wires to be placed thereon, together with such sustaining and protecting fixtures as said Company may deem necessary, in the public way or ways hereinafter referred to, as requested in petition of said Company dated the **4th day of September, 2015**

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

Poles shall be of sound timber, and reasonably straight, and shall be set substantially at the points indicated upon the plan marked--

MASSACHUSETTS ELECTRIC COMPANY

Plan No. **18684542** Dated **09/02/2015** filed with this order

There may attached to said **MASSACHUSETTS ELECTRIC COMPANY** not to exceed twenty wires, and all of said wires and cables shall be placed at a height of not less than eighteen feet from the ground.

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

Berlin Street

NGRID request new solely owned pole 59-80 to be se approx. 40' N of existing pole 59 to serve new UG services for traffic cameras to be installed between 495 North and 495 South

Also for permission to lay and maintain underground laterals, cables and wires in the above or intersecting public ways for the purpose of making connections with such poles and buildings as each of said petitioner may desire for distributing purposes.

I hereby certify that the foregoing order was adopted at a meeting of the

_____, 2015

Clerk of Selectmen

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

Book: _____ . Page: _____ .

Attest: _____
Town Clerk

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

MASSACHUSETTS ELECTRIC COMPANY

for permission to erect the poles, wires and fixtures described in the order herewith recorded, and that I mailed at least seven days before said hearing a written notice of the time and place of said hearing to each of the owners of real estate (as determined by the last preceding assessment for taxation) along the ways or parts of ways upon which the Company is permitted to erect poles, wires and fixtures under said order.

And that thereupon said order was duly adopted.

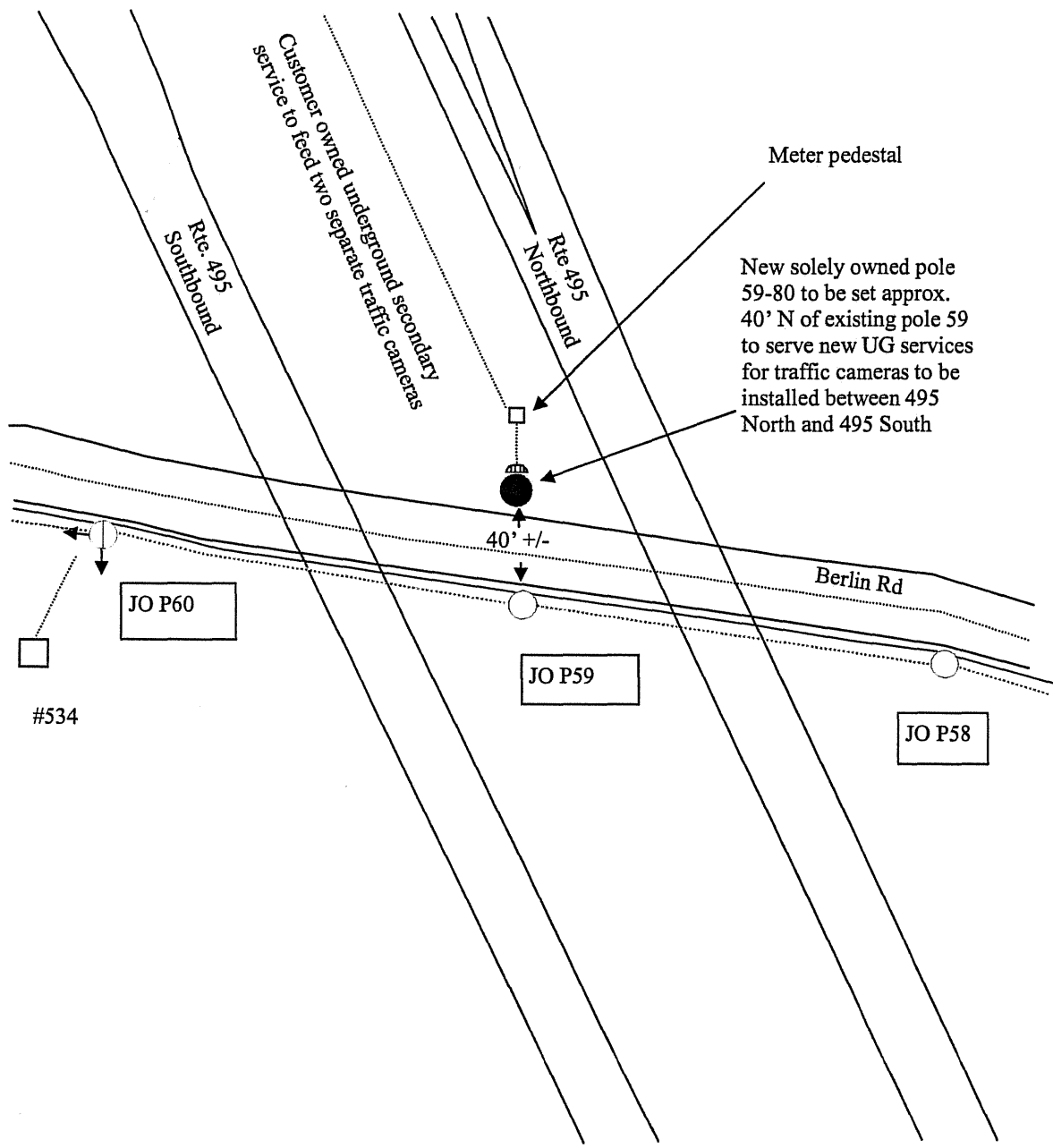
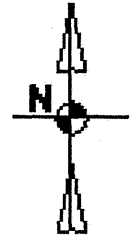
Selectmen of the Town of _____

0

CERTIFICATE

I hereby certify that the foregoing is a true copy of a location order and certificate of hearing with notice adopted by the _____ of the Town of _____, Massachusetts, on the _____ day of _____, _____, and recorded with the records of location orders of provisions of Chapter 166 of General Laws and any additions thereto or amendments thereof.

Attest: _____
Town Clerk



Petition

nationalgrid

- Solely owned pole
- Joint owned pole
- Secondary conductor
- Primary conductor

Date: 9/2/2015

Job Description: New solely owned pole 59-80 to be set approx. 40' N of existing pole 59 to serve new UG services for traffic cameras to be installed between 495N and 495 S

Work Request #: 18684542

To the: City Of: Marlborough

For Proposed: SO pole Location: Berlin St

DISTANCES ARE APPROXIMATE

Drawn By: Crystal Tognazzi



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CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 SEP 30 A 9 25
School Committee

Marlborough Public Schools

RECEIVED
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CITY OF MARLBOROUGH

17 Washington Street, Marlborough, MA 01752
2015 SEP 30 A 9 25
Phone (508) 460-3509
• Fax (508) 460-3586

Minutes of the Regular Meeting of September 8, 2015

Call to Order

1. Chairman Vigeant called the Regular Meeting of the Marlborough School Committee to order at 7:30 pm at the District Education Center, 17 Washington St., Marlborough, MA. Members present included, Mr. Geary, Mrs. Hennessy, Mrs. Ryan, Mrs. Bodin-Hettinger, Mrs. Matthews & Mr. Walter.

Also present were Superintendent Langlois, MEA Representative Rupal Patel, Student Representative Kimberly Baker & Clerk Melissa Irish.

This meeting is being recorded by local cable WMCT-tv, and is available for review.

2. **Pledge of Allegiance:** Was led by Chairman Vigeant

3. Presentation:

A. NEASC

Ms. Mary Murphy and Ms. Donna Roche announced to the Committee that effective June 16, 2015 the Whitcomb School was awarded the full 10 year accreditation from NEASC.

4. **Committee Discussion/Directives:** None

5. Communications:

None

Mr. Langlois read into the record the Letter of Appreciation from Camp Fatima praising the volunteer work and dedication of Ms. Maureen Fehlan.

6. Superintendents Report:

Mr. Langlois gave his report covering a range of topics including: Opening Day and School Opening - PIRATE activities were the theme, Class Size, Personnel Update, MHS Artist in Residence Project, Cambridge Institute for International Students & Medical Emergency Response Plans.

• Secondary Education

Mr. Langlois introduced Ms. Maureen Greulich to give an update on the status of Secondary Education. Topics included: Summer Professional Development, Professional Development for Curriculum Coordinators/Department Heads, 2015 Graduation Rate and Evaluation Focus Areas. Additionally she extended a warm welcome to the newest member of the Committee Ms. Kimberly Baker, Student Representative for SY'16.

• Primary & Elementary Education

Mr. Langlois introduced Ms. Mary Murphy to give an update on the status of Primary and Elementary Education. Topics included: Primary and Elementary Summer Professional Development, New Staff Orientations and NISL.

7. Acceptance of Minutes:

A. Minutes of August 25, 2015 School Committee Meeting

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the minutes of the August 25, 2015 School Committee Meeting as presented. Motion passed 6-0-1.

Marlborough Public Schools • 17 Washington Street • Marlborough, MA 01752 • Richard P. Langlois, Superintendent
www.mps-edu.org

It is the policy of the Marlborough Public Schools not to discriminate on the basis of race, gender, religion, national origin, color, homelessness, sexual orientation, gender identity, age or disability in its education programs, services, activities or employment practices.

8. Public Participation:

Ms. Kimberly Baker SY'16 Student member of the Committee thanked the members for the warm welcome and noted that she had the ability to take part in the "Distractology Simulator" that was brought to the High School and it really was an eye opening event.

9. Action Items/Reports:

A. FY'16 Operating Budget Transfers

Mr. Bergeron presented the transfers as requested. Mr. Langlois offered information that any changes to personnel are being handled within the existing budget framework which involves moving funds from one line item to another.

On a motion made by Mrs. Matthews seconded by Chairman Vigeant to approve the transfers as requested.

Motion passed 6-0-1.

B. Acceptance of Donations and Gifts

MHS Athletics in Memory of David Weatherbee has donated to the Whitcomb and High School Sports Teams the amount of \$430.00.

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to accept the donation of \$430.00 from MHS Athletics in the memory of David Weatherbee. Motion passed 6-0-1.

MA DESE has awarded to the District the FY'16 Title I grant in the amount of \$957,779.00.

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to accept the award of \$957,779.00 from MA DESE for the Title I grant. Motion passed 6-0-1.

MA DESE has awarded to the District the FY'16 Title III English Language Acquisition Summer Program grant in the amount of \$5,068.00.

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to accept the award of \$5,068.00 from MA DESE for the Title III English Language Acquisition Summer Program grant. Motion passed 6-0-1.

10. Reports of School Committee Sub-Committees:

Mrs. Matthews thanked the MEA for the ratification of the recently negotiated contract and reported that the Secretary Unit is continuing negotiations as well as the Para Unit will be opening negotiations soon.

11. Members Forum:

Mrs. Hennessy noted to all the members that she has received from Ms. Liberty of the Marlborough Board of Health a packet of information titled Animals in Schools and Daycares. Mrs. Hennessy urged all members to review the information.

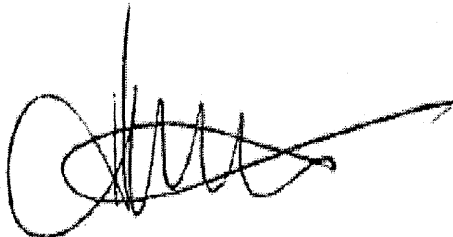
Mr. Langlois countered that the information given is the Federal Guidelines. He was requesting the State Guidelines. He urged caution in interpreting that information.

Mrs. Hennessy also inquired as to how the Health and Wellness Physical Education curriculum was moving forward?

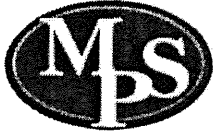
Mrs. Hennessy also requested a discussion regarding the Title I funding and will this funding be used for summer programming?

12. Adjournment: Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 8:51 pm. Motion Passed unanimously.

Respectfully submitted,



Heidi Matthews
Marlborough School Committee



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CITY OF MARLBOROUGH
CITY OF MARLBOROUGH

Marlborough Public Schools

2015 SEP 30 A 9:25
School Committee

17 Washington Street, Marlborough, MA 01752

Phone (508) 460-3509

• Fax (508) 460-3586

Minutes of the Special Meeting of September 15, 2015

1. Call to Order

Vice Chairman Michelle Bodin-Hettinger called the special meeting of the School Committee to order at 7:04 pm in the Superintendent of Schools Conference Room located at the District Education Center, 17 Washington St., Marlborough, MA. Members present included, Mrs. Hennessy, Mrs. Ryan, Mrs. Matthews & Mr. Walter. Chairman Vigeant and Mr. Geary were absent.

Also present were Superintendent Langlois and MEA Representative Ms. Rupal Patel.

This meeting is being recorded by local cable WMCT-tv, and is available for review.

2. **Pledge of Allegiance:** Was led by Vice Chairman Bodin-Hettinger.

3. Action Items/Reports

a. Ratification of the Marlborough Educator Association (MEA) Contract

Ms. Matthews, Chair of the Negotiation Sub-Committee, discussed the IBB (Interest Based Bargaining) process that the School Committee and the MEA engaged in over the last several months. She thanked the MEA for the very cooperative, collaborative process they went through. Additionally, she pointed out that the Contract is one that is comprehensive and has a sustainable wage package. Much housekeeping was done to the total contract and appendices.

Motion made by Ms. Matthews, seconded by Ms. Bodin-Hettinger to ratify the MEA contract. Role call vote: Ms. Hennessey – yes, Ms. Bodin-Hettinger – yes, Ms. Ryan – yes, Mr. Walter – yes and Ms. Matthews – yes. Vote carries 5-0. (Vigeant and Geary absent).

Ms. Patel, President of the MEA, also thanked the School Committee for the collaborative process and looks forward to working together in the future.

4. Adjournment

Motion made by Ms. Matthews, seconded by Ms. Bodin-Hettinger to adjourn at 7:10 pm. Motion Passed unanimously.

Respectfully submitted,

Heidi Matthews
Marlborough School Committee

Marlborough Public Schools • 17 Washington Street • Marlborough, MA 01752 • Richard P. Langlois, Superintendent
www.mps-edu.org

It is the policy of the Marlborough Public Schools not to discriminate on the basis of race, gender, religion, national origin, color, homelessness, sexual orientation, gender identity, age or disability in its education programs, services, activities or employment practices.