

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 MAY 14 P 12: 52

1. Minutes, City Council Meeting, April 27, 2015.
2. Minutes, City Council Meeting, May 4, 2015.
3. PUBLIC HEARING On the Petition of Comcast to construct a line for such telecommunications on Newton St. starting at the utility pole opposite the intersection of Weed St., excavate and place 3" schedule 40 PVC conduit system continuing in an easterly direction toward Weed St., continue within Weed St. and turn in a northerly direction towards Main St. within the paved foot path between 194 & 200 Main St., turning in a Easterly direction to the rear of 178-194 Main St., Order No. 15-1006186.
4. PUBLIC HEARING On the Proposed Zoning Change Limited Industrial District as submitted by Attorney Gadbois, Order No. 15-1006185.
5. PUBLIC HEARING On the Proposed FY16 budget as submitted by Mayor Vigeant in the amount of \$143,287,762.00 for review and appropriation in which this spending plan reflects an increase of 4.52% over the approved Fiscal Year 2015 budget, Order No. 15-1006197.
6. Communication from the Mayor re: Snow and Ice transfer request in the amount of \$1,760,000.00 which moves funds from Undesignated to various Snow & Ice accounts as noted on the attached spreadsheet to fund the FY15 deficit.
7. Communication from the Mayor re: FY16 Deficit Spending for Snow & Ice Accounts.
8. Communication from the Mayor re: transfer request in the amount of \$500,000.00 which moves funds from Undesignated to Undesignated Stabilization which coincides with the increase in the total budget.
9. Communication from the Mayor re: Various Year-end Intra-Departmental transfer requests as noted on the attached spreadsheets which include the monetary amounts and purpose.
10. Communication from the Mayor re: transfer request in the amount of \$433,148.18 which moves funds from Sligo Hill Antennae to Parks and Recreation Revolving Fund.
11. Communication from the Mayor re: Comptroller's transfer requests in the amounts of \$15,000.00 & 31,835.43 which moves funds from and to various accounts as noted on the attached spreadsheets to fund Postage and Workers Compensation Insurance respectively.
12. Communication from the Mayor re: transfer request in the amount of \$18,000.00 which moves funds from Undesignated to Open Space Stabilization as the City received FY14 Wireless Antennae receipts.
13. Communication from the Mayor re: Request for Consolidation of Stabilization Accounts.
14. Communication from the Mayor re: Renewal of Public Safety Revolving Fund.
15. Communication from the Mayor re: Renewal of Parks & Recreation Revolving Fund.
16. Communication from the Mayor re: Fire Department promotions of Lieutenant Brian Gould to Captain and Firefighter Frederick Johannes to Lieutenant.
17. Communication from the Mayor re: Hologic, Inc. Amended Tax Increment Financing Agreement (TIF).
18. Communication from Jeffrey & Karen Kisty re: Purchase of Shoestring Hill.
19. Communication from Attorney Brewin, on behalf of Richard & Jill Cochrane re: Notice Pursuant to MGL c.61 §8 of Intent to Sell for Use Other than Forest Land, 421 Bolton St., Maps 30-13 and 30-14.
20. Minutes, Marlborough High School Council, April 1, 2015.
21. Minutes, Conservation Commission, March 5, 2015.
22. Minutes, School Committee, April 28, 2015.
23. CLAIMS:
 - a. Kristen Mikula, 211 West Hill Rd., residential mailbox claim 2(a).

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.

- b. Kyle Thebado, 36 Crestwood Ln., other property damage.
- c. Audrey Ward, 336 Hosmer St., other property damage.
- d. Lindsey Bordeur, 152 Church St., pothole or other road defect.

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From City Council24. Order No. 14/15-1005997E - **TURF FIELD BOND**

At the Regular Meeting of the Marlborough City Council on April 27, 2015, the following bond was ordered **ADVERTISED**:

That the sum of \$3,855,059.00 (three million eight-hundred fifty-five thousand and fifty-nine) dollars be and is hereby appropriated for the construction of a synthetic turf athletic field, new track and concession stand at the Whitcomb Middle School Field and that to meet said appropriations, the Comptroller-Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$3,855,059.00. Pursuant to the provisions of Chapter 44, Section 7 (25) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than fifteen (15) years from its date of issue. **Councilor Elder recused.**

NOTE: THIS ITEM WAS TABLED UNTIL THE MAY 18, 2015 CITY COUNCIL MEETING AS THE ADVERTISEMENT COULD NOT HAVE BEEN PUBLISHED IN TIME TO COMPLY WITH THE TEN DAY PERIOD PRIOR TO THE MAY 4, 2015 CITY COUNCIL MEETING.



**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK**

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

APRIL 27, 2015

Regular meeting of the City Council held on Monday, APRIL 27, 2015 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Pope, Oram, Ossing, Robey, Delano, Page, Elder, Tunnera, Irish, and Landers. Absent: Clancy. Meeting adjourned at 8:33 PM.

Council President Pope recognized Boy Scout Troop 41 who were in attendance and working on their Citizenship in the Community Merit Badges.

ORDERED: That the minutes of the City Council meeting APRIL 6, 2015, **FILE**; adopted.

ORDERED:

TURF FIELD BOND

At the Regular Meeting of the Marlborough City Council on April 27, 2015, the following bond was ordered **ADVERTISED**; adopted.

That the sum of \$3,855,059.00 (three million eight-hundred fifty-five thousand and fifty-nine) dollars be and is hereby appropriated for the construction of a synthetic turf athletic field, new track and concession stand at the Whitcomb Middle School Field and that to meet said appropriations, the Comptroller-Treasurer, with the approval of the Mayor, is hereby authorized to issue bonds or notes of the City of Marlborough in the amount of \$3,855,059.00.

Pursuant to the provisions of Chapter 44, Section 7 (25) of the Massachusetts General Laws as amended, each issue of such bonds or notes shall be payable in not more than fifteen (15) years from its date of issue.

Councilor Elder recused.

NOTE: THIS ITEM HAS BEEN TABLED UNTIL THE MAY 18, 2015 CITY COUNCIL MEETING AS THE ADVERTISEMENT CANNOT BE PUBLISHED IN TIME TO COMPLY WITH THE TEN DAY PERIOD PRIOR TO THE MAY 4, 2015 CITY COUNCIL MEETING.

ORDERED:

Eminent Domain Order of Taking

WHEREAS, the City Council of the City of Marlborough has determined that the public welfare, safety, and common convenience require that the easement interests in certain portions of land located on Farm Road and located on land at the intersections of Farm Road with Phelps Street, Helen Drive, and Broadmeadow Street (hereinafter, "Farm Road"), as more particularly described herein, be taken for the purpose of the reconstruction, construction, and maintenance of improvements to Farm Road, 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 easement interests in the land for the purposes and duration 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 easement interests in the following described land, including all trees and other vegetation thereon.

DESCRIPTION OF LAND TAKEN

1. Street address: 500 Farm Road, Marlborough, MA 01752

Temporary easement for hay bale placement purposes: Being a 471 S.F portion of the property located on Farm Road, Marlborough, MA, known and numbered as Map 84, Parcel 105 on the Assessors' Map of the City of Marlborough and shown as Parcel TE-23 on Sheet 10 of 17 of a set of plans, dated April 21, 2015, entitled "Preliminary Right-Of-Way Plans, Farm Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc."

Said temporary easement shall automatically terminate and be of no further force or effect on and after the third anniversary of the date of entry by the City of Marlborough, its agents and employees, onto said land for the purposes of the reconstruction, construction, and maintenance of improvements to Farm Road.

OWNERS: Alexander Akers & Augustine Onoja
500 Farm Road
Marlborough, MA

2. Street Address: 747 Farm Road, Marlborough, MA

Temporary easement for the purposes of grading, driveway reconstruction, and access to communications box services box (on utility pole): Being a 235 S.F. portion of the property located at 747 Farm Road, Marlborough, MA, known and numbered as Map 73, Parcel 46 on the Assessors' Map of the City of Marlborough, which portion is shown as Parcel TE-65 on Sheet 16 of 17 of a set of plans, dated April 21, 2015, entitled "Preliminary Right-Of-Way Plans, Far, Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc."

Said temporary easement shall automatically terminate and be of no further force or effect on and after the third anniversary of the date of entry by the City of Marlborough, its agents and employees, onto said land for the purposes of the reconstruction, construction, and maintenance of improvements to Farm Road.

OWNERS: David B. Richard & Patricia A. Richard
747 Farm Road
Marlborough, MA 01752

3. Street Address: 184 Helen Drive, Marlborough, MA 01752

Temporary easement for hay bale placement purposes: Being a 371 S.F. portion of the property located at 184 Helen Drive, Marlborough, MA, known and numbered as Map 85, Parcel 6 on the Assessors' Map of the City of Marlborough, which portion is shown as Parcel TE-40 on Sheet 12 of 17 of a set of plans, dated April 21, 2015, entitled "Preliminary Right-Of-Way Plans, Far, Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc."

Temporary easement for grading purposes: Being a 937 S.F. portion of the property located at 184 Helen Drive, Marlborough, MA, known and numbered as Map 85, Parcel 6 on the Assessors' Map of the City of Marlborough, which portion is shown as Parcel TE-42 on Sheet 12 of 17 of a set of plans, dated April 21, 2015, entitled "Preliminary Right-Of-Way Plans, Far, Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc."

Said temporary easements shall automatically terminate and be of no further force or effect on and after the third anniversary of the date of entry by the City of Marlborough, its agents and employees, onto said land for the purposes of the reconstruction, construction, and maintenance of improvements to Farm Road.

Permanent easement for culvert replacement and maintenance purposes: Being a 2,263 S.F. portion of the property located at 184 Helen Drive, Marlborough, MA, known and numbered as Map 85, Parcel 6 on the Assessors' Map of the City of Marlborough, which portion is shown as Parcel E-10 on Sheet 12 of 17 of a set of plans, dated April 21, 2015, entitled "Preliminary Right-Of-Way Plans, Far, Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc."

OWNER: William P. Shea
184 Helen Drive
Marlborough, MA 01752

4. Street Address: 233 Phelps Street, Marlborough, MA 01752

Temporary easement for grading and sidewalk purposes: Being a 100 S.F. portion of the property located at 233 Phelps Street, Marlborough, MA, known and numbered as Map 84, Parcel 139 on the Assessors' Map of the City of Marlborough, which portion is shown as Parcel TE-13 on Sheet 8 of 17 of a set of plans, dated April 21, 2015, entitled "Preliminary Right-Of-Way Plans, Far, Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc."

Said temporary easement shall automatically terminate and be of no further force or effect on and after the third anniversary of the date of entry by the City of Marlborough, its agents and employees, onto said land for the purposes of the reconstruction, construction, and maintenance of improvements to Farm Road.

Permanent easement for sidewalk construction and maintenance purposes: Being a 56 S.F. portion of the property located at 233 Phelps Street, Marlborough, MA, known and numbered as Map 84, Parcel 139 on the Assessors' Map of the City of Marlborough, which portion is shown as Parcel E-02 on Sheet 8 of 17 of a set of plans, dated April 21, 2015, entitled "Preliminary Right-Of-Way Plans, Far, Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc."

OWNERS: Duarte Domingues & Maria Domingues
233 Phelps Street
Marlborough, MA 01752

5. Street Address: 10 Broadmeadow Street, Marlborough, MA 01752

Fee interest acquisition for sidewalk construction purposes: Being a 173 S.F. portion of the property located at 10 Broadmeadow Street, Marlborough, MA, known and numbered as Map 85, Parcel 10 on the Assessors' Map of the City of Marlborough, which portion is shown as Parcel E-11 on Sheet 13 of 17 of a set of plans, dated April 21, 2015, entitled "Preliminary Right-Of-Way Plans, Farm Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc."

OWNER: Charles P. Trombetta, Trustee
10 Broadmeadow Street Realty Trust
655 Farm Road
Marlborough, MA

6. Street Address: 479 Farm Road, Marlborough, MA 01752

Permanent easement for installation and maintenance of new utility support pole: Being a 68 S.F., more or less, portion of the property located at 479 Farm Road, known and numbered as Map 84, Parcel 96 on the Assessors’ Map of the City of Marlborough, which portion is shown as Parcel PUE-28 on Sheet 10 of 17 of a set of plans, dated April 21, 2015, entitled “Preliminary Right-Of-Way Plans, Far, Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc.”

OWNERS: Marcos Flores & Lucy Montoya
 479 Farm Road
 Marlborough, MA 01752

Said plans, dated April 21, 2015, entitled “Preliminary Right-Of-Way Plans, Far, Road, in the city of Marlborough, Middlesex County, by Vanasse Hangen Bruslin, Inc.” to be recorded with the Middlesex South District Registry of Deeds together with an attested copy of this Order.

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</u>	<u>AWARD</u>
Alexander Akers & Augustine Onoja 500 Farm Road Marlborough, MA	84-105	471 S.F. (TE-23)	
David B. Richard & Patricia A. Richard 747 Farm Road Marlborough, MA 01752	73-46	235 S.F. (TE-65)	
William P. Shea 184 Helen Drive Marlborough, MA 01752	85-6	371 S.F. (TE-40) 937 S.F. (TE-42) 2,263 S.F. (E-10)	
Duarte Domingues & Maria Domingues 233 Phelps Street Marlborough, MA 01752	84-139	100 S.F. (TE-13) 56 S.F. (E-02)	
Charles P. Trombetta, Trustee 10 Broadmeadow Street Realty Trust 655 Farm Road Marlborough, MA	85-10	173 S.F. (E-11)	
Marcos Flores & Lucy Montoya 479 Farm Road Marlborough, MA 01752	84-96	68 S.F. (PUE-28)	

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

ORDERED: That the City of Marlborough grant a permanent easement, to be executed by the Mayor on behalf of the City, to the MASSACHUSETTS WATER RESOURCES AUTHORITY, a Massachusetts public authority having its principal place of business at the Charlestown Navy Yard, 100 First Avenue, Building 39, Boston, Massachusetts 02129, and a facility known as the John J. Carroll Water Treatment Plant located at 86 D'Angelo Drive, Marlborough, MA, described as PARCEL 1, PARCEL 2, and PARCEL 3 in the attached Grant of Permanent Easements and as shown on the plan attached to said Grant as Exhibit "A", entitled "Easement Plan of Land In Marlborough, Massachusetts, Prepared For Massachusetts Water Resources Authority, March 26, 2014, By Bryant Associates, Inc., 90 Canal Street, Suite 301, Boston, MA 02114, Scale 1" = 20 FT." for the purposes of entering upon, passing and repassing, and excavating, locating, relocating, erecting, constructing, reconstructing, adding to, extending, repairing, replacing, maintaining, operating, inspecting or removing structures, utilities, equipment, appurtenances and fixtures on, over, under and across those certain parcels of land of the City of Marlborough described and shown on Exhibit "A", which shall be recorded at the Middlesex South District Registry of Deeds.

GRANT OF PERMANENT EASEMENTS

The CITY OF MARLBOROUGH, a municipal corporation duly organized and existing under the laws of the Commonwealth of Massachusetts having an address of 140 Main Street, Marlborough, Massachusetts (hereinafter called the Grantor), in consideration of the mutual covenants contained herein, grant(s) to the MASSACHUSETTS WATER RESOURCES AUTHORITY, a Massachusetts public authority having its principal place of business at the Charlestown Navy Yard, 100 First Avenue, Building 39, Boston, Massachusetts 02129, and a facility known as the John J. Carroll Water Treatment Plant located at 86 D'Angelo Drive, Marlborough, MA, its successors and assigns (hereinafter called the Grantee), with quitclaim covenants, the right and easement to enter upon, pass and repass, excavate, locate, relocate, erect, construct, reconstruct, add to, extend, repair, replace, maintain, operate, inspect or remove structures, utilities, equipment, appurtenances and fixtures on, over, under and across those certain parcels of Grantor's land described and shown as PARCEL 1, PARCEL 2, and PARCEL 3 on the plan entitled "Easement Plan of Land In Marlborough, Massachusetts, Prepared For Massachusetts Water Resources Authority, March 26, 2014, By Bryant Associates, Inc., 90 Canal Street, Suite 301, Boston, MA 02114, Scale 1" = 20 FT." , a reduced copy of said plan being attached hereto as "Exhibit A".

Grantor shall have no right to relocate said easements without the express written consent of the Grantee, which may be withheld in Grantee's sole discretion. The Grantee shall have all other rights and benefits that it deems necessary for the full implementation and use of the rights herein granted, including, but not limited to, the right to remove and clear all rocks, trees, brush, limbs, structures and other obstructions which in the opinion of the Grantee might interfere with the rights herein granted, and the right of vehicular and pedestrian access across the Grantor's land for all the above purposes.

It is agreed that such structures, utilities, equipment, appurtenances and fixtures and each and every part thereof, whether fixed to the realty or not, shall be and remain the property of the Grantee, its successors and assigns, as their interests may appear.

Executed as a sealed instrument by an authorized signatory this ____ day of _____, 2015.

City of Marlborough
By Its Mayor,

Arthur G. Vigeant

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this ____ day of _____, 2015, before me, the undersigned notary public, personally appeared Arthur G. Vigeant proved to me through satisfactory evidence of identification which was personal knowledge, to be the person whose name is signed on the preceding document and acknowledged to me that he, in his capacity as the Mayor of the City of Marlborough, signed it voluntarily for its stated purpose as the free act and deed of the City of Marlborough.

Notary Public
My commission expires:

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

ORDERED: That the Appointment of Ana Cristina Oliveira as Interim Council on Aging Director due to Jen Claro's resignation effective April 29, 2015, **FILE**; adopted.

ORDERED: That the Communication from the Retirement Board re: Consideration of Cost-of-Living Increase **FILE**; adopted.

ORDERED: That Communication from Communication from David McCay of Mirick O'Connell, on behalf NPG Management LLC, re: request to extend time limitations on Application for Special Permit, to install two drive-through service windows which will be part of the new Dunkin Donuts building located at 525 Maple Street, to June 16, 2015, Order No. 15-1006070B, **APPROVED**; adopted.

ORDERED:

Zoning Change Limited Industrial District

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, Chapter 650 Article V Section 650 -17 Mixed Use Development (42) as amended be further amended by deleting the letter "N" and inserting in place thereof the letters "SP"; and that Chapter 650 Article V Section 650-17 Restaurant with Drive-In or Drive Thru facilities (31) as amended be further amended by deleting the letter "N" and inserting in place thereof the letters "SP".

Refer to **URBAN AFFAIRS COMMITTEE, PLANNING BOARD, AND ADVERTISE PUBLIC HEARING FOR MONDAY, MAY 18, 2015**; adopted.

ORDERED: That there being no objection thereto set **MONDAY, MAY 18, 2015** as date for a **PUBLIC HEARING** On the Petition of Comcast to construct a line for such telecommunications on Newton St. starting at the utility pole opposite the intersection of Weed St., excavate and place 3" schedule 40 PVC conduit system continuing in an easterly direction toward Weed St., continue within Weed St. and turn in a northerly direction towards Main St. within the paved foot path between 194 & 200 Main St., turning in a Easterly direction to the rear of 178-194 Main St., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Application for renewal of Junk Dealers/Second Hand License, Best Buy Stores, LP, d/b/a Best Buy Stores, LP #1966, 601 Donald Lynch Blvd., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Application for renewal of Junk Dealers/Second Hand License, Best Buy Stores, LP, d/b/a Best Buy Stores, LP #820, 769 Donald Lynch Blvd., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Communication from Department of Public Utilities, Condensed Financial Return, for Year 2014, **FILE**; adopted.

ORDERED: That the Minutes, Planning Board, March 23, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Recreation Commission, January 14 & March 11, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Board of Assessors, March 18, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Zoning Board of Appeals, March 24, 2015, **FILE**; adopted.

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

- a. Charlotte Zakarian, 9 Clarke Dr., pothole or other road defect claim.
- b. Michael Moreau, 114 Lodi Rd., pothole or other road defect claim.
- c. Claude Tsai, 96 Barnard Rd., residential mailbox claim 2(a).
- d. M. Susan MacMaster, 164 South St., other property damage.
- e. Elizabeth Montgomery, 70 Clarke Dr., other property damage.
- f. Claire Finlay, 14 Summit Ave., other property damage.
- g. Scott Ferguson, 98 Wellington St., other property damage.
- h. Robert Nims Jr., 29 Old Charter Rd., other property damage.
- i. Tom Golden, 331 Hosmer St., other property damage.
- j. Brenda Melanson, 13 State St., other property damage.
- k. Robert Rennie, 281 Pleasant St., other property damage.
- l. Georjanne Sefter, 18 Beaman Ln., other property damage.
- m. Marguerite Skog, 389 Hosmer St., residential mailbox claim 2(a).
- n. Jerry Dubay, 26 Nashoba Dr., other property damage.

Reports of Committees:

Councilor Ossing reported the following out of the Finance Committee:

Marlboro City Council Finance Committee
Monday April 13, 2015
In Council Chambers

Present: Chairman Ossing; Finance Committee members Councilors Robey, Oram and Irish (Councilor Elder was absent.) Councilor Landers was also in attendance. The meeting convened at 7:01 PM.

1. **Order No. 15-1006161 – Transfer \$112,488.00 to Fund Two Retirements in the Police Department.** The Finance Committee reviewed the Mayor's letter dated April 2, 2015 requesting the transfer of \$112,488.00 to fund two retirements in the Police Department. **The Finance Committee voted 4 - 0 to approve the transfers.**
2. **Order No. 15-1006162 – Transfer \$7,244.24 to Fund a Retirement in the Fire Department.** The Finance Committee reviewed the Mayor's letter dated April 2, 2015 requesting the transfer of \$7,244.24 to fund a retirement in the Fire Department. **The Finance Committee voted 4 - 0 to approve the transfer.**
3. **Order No. 15-1006163 – Transfer \$5,610.25 to Fund a Retirement in the Mayor's Staff.** The Finance Committee reviewed the Mayor's letter dated April 2, 2015 requesting the transfer of \$5,610.25 to fund a retirement in the Mayor's staff. **The Finance Committee voted 4 - 0 to approve the transfer.**

4. **Order No. 15-1006159 – OPEB Trustees Recommendation** - The Finance Committee reviewed the Mayor's letter dated April 2, 2015 documenting the recommendation of the Other Post Employment Benefits (OPEB) Trustees recommendation regarding the initial investment policy according to City Council Order 13-1005335C Article 14. **The Finance Committee voted 4-0 to approve the OPEB Trust Policy Statement with the following change:**

Page 2 of 9 top of the page:

Replace the following sentence:

Mutual funds, exchange-traded funds, and closed-end funds, however, may engage in margin, leverage, and/or short sales.

The sentence will now read (changes in bold):

However, mutual funds, exchange-traded funds, and closed-end funds, selected by the Investment Manager, may engage in margin, leverage, and/or short sales.

5. **Order No. 15-1006160 – Transfer \$5,000,000.00 for Initial Deposit into OPEB Trust.** The fincom reviewed the Mayor's letter dated April 2, 2015 requesting the transfer of \$5,000,000.00 from Stabilization OPEB account to the OPEB Trust account. **The Finance Committee voted 4- 0 to approve the transfer.**

The Finance Committee adjourned at 8:15 PM.

Councilor Landers reported the following out of the Public Services Committee:

Meeting Name: City Council Public Services Committee

Date: April 13, 2015

Time: 5:15 PM

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

Convened: 5:20 PM

Adjourned: 5:30 PM

Present: Chairman Landers; Public Services Committee Members Councilors Clancy and Irish

Order No. 15-1006166 - Application for renewal of Junk Dealers/Second Hand License, ecoATM, Inc., 601 Donald Lynch Boulevard. Police Chief Leonard approved the CORI report for David Mersten of ecoATM and has no objection to the renewal of their Junk Dealers/Second Hand License. EcoATM is an automated kiosk located in the Solomon Pond Mall that collects and recycles used electronic devices. Since installation in October 4, 2012, the ecoATM kiosk has collected and recycled 3,678 used electronic devices and paid out \$95,473.00 to its customers. They send weekly reports of the transactions that occur at the kiosk to an officer at the Marlborough Police Department and have reported very few stolen devices. **Motion made by Councilor Clancy, seconded by Councilor Irish, to approve the application for renewal of a Junk Dealers/Second Hand License to ecoATM, Inc. The motion carries 3-0.**

Order No. 15-1006167 - Application for renewal of Junk Dealers/Second Hand License, Jean Rabelo, d/b/a Post Road Used Auto Parts of Marlboro, Inc., 785 Boston Post Road. Police Chief Leonard has approved the CORI report for Jean Rabelo and has no objection to the renewal of her Junk Dealers/Second Hand License. Post Road Used Auto Parts is an automotive recycler who sells salvable parts and recycles all other parts that cannot be sold. **Motion made by Councilor Clancy, seconded by Councilor Irish, to approve the application for renewal of the Junk Dealers/Second Hand License to Jean Rabelo, d/b/a Post Road Used Auto Parts. The motion carries 3-0.**

Motion made by the Chair, seconded by Councilor Irish, to adjourn. The motion carries 3-0. The meeting adjourned at 5:30 PM.

Councilor Oram reported the following out of the Open Space Committee:

Meeting Name: City Council Open Space Committee

Date: April 13, 2015

Time: 5:30 PM

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

Convened: 5:33 PM

Adjourned: 5:53 PM

Present: Chairman Oram; Open Space Committee Member Councilor Delano (Councilor Elder absent); Councilors Clancy and Landers

Also Present: Priscilla Ryder, Conservation Officer, City of Marlborough

Order No. 14-1006057 - A review of the “Panther Trail” Conceptual Plan that will create a loop around the city and connect many of the city’s open spaces, parks and schools with a city wide trail. City of Marlborough Conservation Officer Priscilla Ryder reviewed the Panther Trail and indicated most of the trail is already on existing paths, trails or sidewalks. There are only a few sections where paths have to be built or sidewalks constructed. In her estimation, there are not too many gaps on the plan, maybe around four areas that require further connections. **Motion made by Councilor Delano, seconded by the Chair, to accept the concept of the Panther Trail that will create a loop around the city and connect many of the city’s open spaces, parks and schools with a city wide trail. The motion carries 2-0 (Elder absent).**

Order No. 14-1006030 - A review of the “Boroughs Trail” Conceptual Plan that will create a regional trail that links existing and proposed trail systems in Marlborough, Northborough, Westborough and Southborough into one regional 30+ mile walking trail loop. City of Marlborough Conservation Officer Priscilla Ryder reviewed the Boroughs Trail. At least half of the Boroughs Trail is comprised of the Panther Trail and indicated the portions not yet constructed (red) and those already constructed (red with yellow dots). The Boroughs Trail is a wonderful opportunity for the communities involved with this project. **Motion made by Councilor Delano, seconded by the Chair, to accept the concept of the “Boroughs Trail” plan that will create a regional trail that links existing and proposed trail systems in Marlborough, Northborough, Westborough and Southborough into one regional 30+ mile walking trail loop. The motion carries 2-0 (Elder absent).**

Motion made by Councilor Delano, seconded by the Chair, to adjourn. The motion carries 2-0 (Elder absent). The meeting adjourned at 5:53 PM.

Suspension of the Rules requested – granted

ORDERED: Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Commonwealth of Massachusetts, Department of Transportation Reimbursement Grant in the amount of \$167,314.00 to be used for pot hole repair, sign replacements, etc. These funds need to be expended by June 30, 2015.

Suspension of the Rules requested – granted

ORDERED:

**Inter-Municipal Agreement
MetroWest Prevention & Wellness Partnership
Regional Community Health Worker**

THIS AGREEMENT dated as of March 15, 2015 (the “Agreement”) is entered into by and between the Towns of Hudson and Northborough, and the City of Marlborough (collectively, the “Municipalities” or “parties;” individually, “Municipality” or “party”).

WHEREAS, M.G.L. c. 40, § 4A, as amended, authorizes the chief executive officer of a city or town to enter into agreements with one or more municipalities and other governmental units to jointly perform services and shares costs which any one of them is authorized to perform; and

WHEREAS, the Boards of Health of the Municipalities are committed to efficiently and consistently promote, protect, and preserve public health, and to improve public health outcomes; and

WHEREAS, the Boards of Health of the Municipalities, together with the Town of Framingham, is participating in the Massachusetts Department of Public Health’s Prevention & Wellness Trust Fund program as a joint Collaborative, known as the MetroWest Prevention & Wellness Partnership, whose purpose is to improve health outcomes and reduce health care costs associated with certain chronic health conditions through close collaborations between clinic and community health organizations; and

WHEREAS, part of the Prevention & Wellness Trust Fund program will be carried out by Community Health Workers; and

WHEREAS, the Municipalities desire to share the services of a Regional Community Health Worker to carry out the Prevention & Wellness Trust Fund activities; and

WHEREAS, the Town of Hudson, as the lead community of the MetroWest Prevention & Wellness Partnership, and City of Marlborough, as the largest community among the Municipalities, are willing and capable of hiring and hosting such Regional Community Health Workers; and

WHEREAS, pursuant to M.G.L. c. 40, § 4A, each party to this Agreement has obtained authority to enter into this Agreement. The Municipalities have obtained authorization for the joint undertaking by vote of their respective Boards of Selectmen or City Council with the approval of the Mayor. In addition, the Board of Health of each Municipality has recommended approval of this Agreement.

NOW, THEREFORE, the parties, in mutual consideration of the covenants contained herein, intending to be legally bound thereby, agree as follows:

1. Term. The term of this Agreement shall commence, upon execution by the Municipalities, on March 15, 2015, and end on June 30, 2017, unless earlier terminated as set forth herein.
2. Amendment. This Agreement may be amended only in writing when signed by a duly authorized official of each of the member Municipalities.
3. Funding. The funding for this initiative is provided by Massachusetts Department of Public Health's Prevention & Wellness Trust Fund Grant, and a matching grant from MetroWest Health Foundation.
4. Hiring Community. During the Term of this Agreement, the Town of Hudson, acting as the lead community, and City of Marlborough, being the largest community among the Municipalities, shall serve as the Hiring Communities, and shall employ the Regional Community Health Workers. The Town of Hudson and City of Marlborough, through their standard personnel practices, shall each hire a Regional Community Health Worker to provide services described in Exhibit A: Community Health Worker Job Description, which is attached hereto and incorporated herein.
5. Financial Safeguards Statements and Audits. As the Hiring Communities, the Town of Hudson and City of Marlborough, in conjunction with the Town of Northborough, shall ensure compliance with the financial safeguards specified in M.G.L. c.40, § 4A, as amended, and shall maintain accurate and comprehensive records of services performed, costs incurred, and reimbursements and contributions received. The Hiring Communities, in conjunction with the Town of Hudson, will also arrange the performance of regular audits of such records kept and arrange for the submittal of periodic financial statements to issue to the participating municipalities hereto.
6. Indemnification. Each party to this Agreement shall be liable for the acts and omissions of its own employees and not for the employees of any other party in the performance of their obligations under this Agreement to the extent provided by the Massachusetts Tort Claims Act, M.G.L. c. 258. By entering into this Agreement, no party has waived any governmental immunity or limitation of damages, which may be extended to them by operation of law. The Municipalities shall hold each other harmless from any and all claims related to employment or employee benefits, collectively bargained or otherwise, made by persons under their employ. Each party shall indemnify and hold harmless the other parties to this Agreement from and against any claim arising from or in connection with the performance of this Agreement, to the extent the indemnifier would otherwise be liable under a direct claim pursuant to M.G.L. c. 258 including, without limitation, any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission.

- 7. Municipal Withdrawal or Termination. Any Municipality may withdraw from and terminate its participation in this Agreement upon the provision of at least thirty (30) days prior written notice to the other Municipalities. No such termination shall affect any obligation of indemnification or contractual obligation that may have arisen hereunder prior to such termination. Termination or withdrawal by one of the Municipalities shall not invalidate this Agreement for the remaining two Municipalities. Notice under this provision shall be provided to each Municipality as follows:

Town of Hudson: Thomas Moses, Executive Assistant
 Town of Hudson
 78 Main Street
 Hudson, MA 01749

Town of Northborough: John W. Corderre
 Town Administrator
 Northborough Town Offices
 63 Main Street
 Northborough, MA 01532

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

- 8. Assignment. No Municipality shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without prior written consent of the other Municipalities.
- 9. Severability. If any provision of this Agreement is held by a court of appropriate jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and the remaining provisions hereof shall not be affected and shall remain in full force and effect.

WITNESS OUR HANDS as of the first date written above.

TOWN OF HUDSON

By its Executive Assistant as approved by the Board of Selectmen,
 With no personal liability to himself.

Thomas Moses

Date

TOWN OF NORTHBOROUGH

By its Town Administrator as approved by the Board of Selectmen,
 With no personal liability to himself.

John W. Corderre

Date

CITY OF MARLBOROUGH
By its Mayor as approved by the City Council,
With no personal liability to himself.

Arthur G. Vigeant

Date

Exhibit A

Community Health Worker Job Description

PREVENTION & WELLNESS COMMUNITY HEALTH WORKER

Definition

The Prevention & Wellness Community Health Worker (CHW) is responsible for conducting outreach and education activities related to fall prevention and tobacco cessation as part of the Prevention & Wellness Trust Fund Grant. Work will be conducted across 3 municipalities (Hudson, Marlborough, and Northborough) and will include activities in community and home settings.

Essential Duties and Responsibilities

The essential duties and responsibilities listed below are intended only as illustrations of the various types of responsibilities that may be required. The omission of specific statements does not exclude them from the position if the work is similar, related, or a logical assignment to the position.

1. Responds to project referrals and contacts clients in a timely fashion
2. Conducts community outreach and education about fall prevention, tobacco cessation and smoke-free housing initiatives
3. Schedules and conducts in-home environmental assessments to identify potential fall hazards and smoke intrusion
4. Communicates regularly with clients to keep them engaged in the project
5. Works with clients to develop home safety plans
6. Connects clients to home contractors for safety equipment and home modifications as needed
7. Works with project staff to engage landlords in smoke-free housing policies
8. Collects required client information and documents client interactions
9. Works with project staff to complete reports
10. Provides feedback to project partners
11. Refers clients to other partners for education, counseling, exercise or clinical services as needed
12. Participates in project related meetings, conference calls, webinars and training

Supervision

Works under the administrative supervision of the Supervisor for Community Health Programs in accordance with applicable rules, regulations, and policies. Varied and responsible duties require the exercise of judgment and initiative, particularly in situations not clearly defined by precedent or established procedures.

Recommended Minimum Qualifications

- Commitment to health promotion with special attention to the underserved and diverse communities
- Minimum 3 years of experience working or volunteering in the community
- Knowledge of Hudson, Marlborough and Northborough
- Marlborough or Hudson residency strongly preferred
- Fluency in English and Portuguese required
- Fluency in Spanish a plus
- High school degree or equivalency required, Associates Degree preferred
- Experience working with members of diverse languages and cultures
- Interest or experience working with older adults
- Ability to interact effectively and appropriately with the public and co-workers
- Ability to motivate individuals to change health behavior
- Strong organization skills
- Basic computer skills, willingness to learn new computer programs as needed
- Comfortable working in a variety of environments including office, community and home settings
- Comfortable working in-person with families and individuals
- Comfortable working with a variety of project staff in Hudson, Marlborough and Northborough
- Current Massachusetts driver's license and daily access to a car for use. Good driving history is required.
- Grant funded position through June 30, 2017

Work Environment

Work is performed in office, community and home settings. Local travel is required.

The employee operates standard office equipment.

The employee has ongoing contact with other town departments, outside agencies, and the public by telephone, e-mail, in person, and in writing.

This position may require direct client/patient contact and as a result of such direct contact, certain immunizations will be recommended and/or required prior to commencement of employment duties.

Physical Requirements

Moderate physical effort is required to perform duties under typical office conditions and travel to off-site locations. The employee is frequently required to sit, speak and hear and use hands to operate equipment. Off-site locations may include meeting spaces, clinicians' offices, hospitals, and homes of patients/clients. Vision requirements include the ability to read and analyze documents and use a computer.

A Criminal Offenders Records Information request must be completed for this position. However, a record is not an automatic bar to employment but is reviewed in relation to the job applied for.

This job description does not constitute an employment agreement between the employer and employee and is subject to change by the employer as the needs of the employer and requirements of the job change.

Suspension of the Rules requested – granted

ORDERED: That the Legal Department transfer request in the amount of \$1,200,000.00 which moves funds from Undesignated to Claims & Judgments to cover pending litigation against the City, **APPROVED**; adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS -									
DEPT:		Mayor's				FISCAL YEAR:		2015	
		FROM ACCOUNT:				TO ACCOUNT:			
Available		Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available
Balance	Amount								Balance
\$4,603,241.69	\$1,200,000.00	10000	35900	Undesignated Fund Balance	\$1,200,000.00	11510006	57600	Claims & Judgments	\$11,422.30
Reason:					US District Court Judgment 12/15/2014				
	\$1,200,000.00	Total			\$1,200,000.00	Total			

ORDERED: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH, ACTING UPON A RECOMMENDATION OF THE MAYOR, THAT THE CODE OF THE CITY OF MARLBOROUGH (HEREINAFTER, THE "CITY CODE"), AS AMENDED, BE FURTHER AMENDED AS FOLLOWS:

- A. The City Code is hereby amended in its entirety by deleting the words "Personnel Director" wherever they appear throughout the City Code, and inserting in place thereof the words "Human Resources Director."
- B. The City Code is hereby amended in its entirety by deleting the words "Personnel Department" wherever they appear throughout the City Code, and inserting in place thereof the words "Human Resources Department."

APPROVED; adopted.

First Reading, suspended; Second Reading, adopted; Passage to Enroll, adopted; Passage to Ordain; adopted. No objection to passage in one evening.

ORDERED: That the proposed Order concerning Acceptance of MGL, Chapter 83, Sections 16A-16F, **APPROVED;** adopted.

That the City of Marlborough accept Sections 16A through 16F, inclusive, of Chapter 83 of the Massachusetts General Laws, as amended, as follows:

§ 16A. Certificate of acceptance; effect; recordation:

If the rates and charges due to a city, town, municipality, or sewer district, which accepts this section and sections sixteen B to sixteen F, inclusive, and by its clerk, files a certificate of such acceptance in the proper registry of deeds, for supplying or providing for a sewer system or rendering service or furnishing materials in connection therewith to or for any real estate at the request of the owner or tenant are not paid on or before their due date as established by local regulations, ordinances or by-laws, which due date shall be so established as to require payments at least as often as annually, such rates and charges, together with interest thereon and costs relative thereto, shall be a lien upon such real estate as provided in section sixteen B. The register of deeds shall record such certificate of acceptance in a book to be kept for the purpose, which shall be kept in an accessible location in the registry. Sections sixteen B to sixteen F, inclusive, shall also apply to a sewer district which has accepted sections sixteen A to sixteen F, inclusive, and whose clerk has so filed the certificate of acceptance. Wherever in said sections the words "board or officer in charge of the sewer department" or their equivalent appear, they shall also mean and include the officers exercising similar duties in any city, town or district. A fire or water district authorized to provide a sewer system shall, for the purposes of sections sixteen A to sixteen F, inclusive, be deemed to be a sewer district.

§ 16B. Effective date of sewer charge lien; termination; methods of collection and enforcement of rate or charge:

Such lien shall take effect by operation of law on the day immediately following the due date of such rate or charge, and, unless dissolved by payment or abatement, shall continue until such rate or charge has been added to or committed as a tax under section sixteen C, and thereafter, unless so dissolved, shall continue as provided in section thirty-seven of chapter sixty; provided, however, that if any such rate or charge is not added to or committed as a tax under section sixteen C for the next fiscal year commencing after the inception of the lien under this section, then said lien shall terminate on October first of the third year following the year in which such charge becomes due.

Notwithstanding such lien any such overdue rate or charge may be collected through any legal means, including the shutting off of a sewer connection, which may be deemed advisable; provided, that after the termination of such a lien, no city, town or sewer district shall attempt to enforce, by shutting off the sewer connection, collection of such rate or charge from any person, not liable therefor, who has succeeded to the title or interest of the person incurring such rate or charge. All such rates and charges excluded by court decree under section seventy-six B of chapter sixty shall, to the extent that they were properly chargeable to the person owning, or to the tenant occupying, the premises for which such rates and charges were incurred, be recoverable from such person or tenant, as the case may be, in an action of contract or otherwise. If at the time of the entry of such decree such person or tenant is still the owner or tenant of the premises, whether through redemption or otherwise, such rates and charges to the extent that they were properly chargeable to him, may be enforced in any other manner provided or available for collection and enforcement of sewer connection rates and charges.

§ 16C. Certification of rate or charge to assessors; commitment as tax:

If a rate or charge for which a lien is in effect under section sixteen B has not been added to or committed as a tax and remains unpaid when the assessors are preparing a real estate tax list and warrant to be committed by them under section fifty-three of chapter fifty-nine, the board or officer in charge of the sewer department, or the town collector of taxes, if applicable under section thirty-eight A of chapter forty-one, shall certify such rate or charge to the assessors, who shall forthwith add such rate or charge to the tax on the property to which it relates and commit it with their warrant to the collector of taxes as a part of such tax. If the property to which such rate or charge relates is tax exempt, such rate or charge shall be committed as the tax.

§ 16D. Application of other law; powers of tax collectors:

Except as otherwise provided, the provisions of chapters fifty-nine and sixty shall apply, so far as pertinent, to all rates and charges certified to the assessors under section sixteen C. Without limiting the generality of the foregoing, upon commitment as a tax or part of a tax under said section sixteen C, all such rates and charges shall be subject to the provisions of law relative to interest on the taxes of which they become, or, if the property were not tax exempt would become, a part; and the collector of taxes shall have the same powers and be subject to the same duties with respect to such rates and charges as in the case of annual taxes upon real estate, and the provisions of law relative to the collection of such annual taxes, the sale or taking of land for the nonpayment thereof and the redemption of land so sold or taken shall, except as otherwise provided, apply to such rates and charges.

§ 16E. Remedies of aggrieved real estate owners:

An owner of real estate aggrieved by a charge imposed thereon under sections sixteen A to sixteen F, inclusive, in addition to such remedy as he may have under section ten of chapter one hundred and sixty-five, may apply for an abatement thereof by filing a petition with the board or officer having control of the sewer department within the time allowed by law for filing an application for abatement of the tax of which such charge is, or, if the property were not tax exempt, would have been, a part, and if such board or officer finds that such charge is more than is properly due, a reasonable abatement shall be made; and except as otherwise provided herein, the provisions of chapter fifty-nine relative to the abatement of taxes by assessors shall apply, so far as applicable, to abatements hereunder. If such petition is denied in whole or in part, the petitioner may appeal to the appellate tax board upon the same terms and conditions as a person aggrieved by the refusal of the assessors of a city or town to abate a tax.

§ 16F. Recovery of real estate owner against tenants:

An owner of real estate who, in order to prevent the imposition of a lien thereon or to discharge the same, has paid charges for sewer connections furnished to a tenant or other person who was bound to pay the same, may recover from such tenant or other person in an action of contract the amount of the charges so paid with all incidental costs and expenses.

Yea: 10 -Absent: 1

Yea: Delano, Page, Elder, Tunnera, Irish, Landers, Ossing, Pope, Oram & Robey

Absent: Clancy

ORDERED: That the Application for Renewal of Junk Dealers/Second Hand License, Antoine Bitar, d/b/a Hannoush Jewelers, 601 Donald Lynch Blvd., **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealers/Second Hand License, Roman Kimyagarov, d/b/a Arthur & Sons Shoe Repair, 107 Main St., **APPROVED**.; adopted.

ORDERED: That the Application for Renewal of Junk Dealers/Second Hand License, TVI, Inc., d/b/a Savers, 222A East Main St., **APPROVED WITH THE FOLLOWING CONDITIONS & WAIVERS**; adopted.

Conditions

1. The license shall not be transferred without prior review and approval of the City Council.
2. The license hereby granted is issued to TVI, Inc. d/b/a Savers only and is applicable only to the 222A East Main Street location.
3. There will be no exterior storage, display or sales of merchandise, other than a recycle trailer, a cloth delivery trailer with items waiting to be processed, and a local trailer from one of Savers' charitable partners delivering merchandise to the store. No more than three such trailers and trucks shall be parked at the loading dock area in the rear of the building at any one time, and no such trailers or trucks shall be parked on any other side of the building at any time.

4. Donations shall take place only during the hours of operation which shall be 9:00 A.M. to 9:30 P.M. Monday through Saturday and 10:00 A.M. to 7:00 P.M. on Sundays, and during the month of October from 9:00 A.M. to 10:00 P.M. Monday through Saturday and 10:00 A.M. to 10:00 P.M. on Sundays.
5. No Savers' donation boxes shall be permitted outside of the building.
6. No scrolling or rotating message signs shall be permitted as part of Savers' signage plans.
7. Glue boards shall be installed at locations within the business premises satisfactory to the Marlborough Board of Health and Savers, and a monthly monitoring program shall be implemented consisting of a log book for said glue boards satisfactory to the Board of Health.
8. This license shall be subject to revocation or suspension for noncompliance of the above conditions or other applicable local ordinances or state laws.
9. The waivers granted as part of this license shall no longer be applicable should Savers commence paying the general public for merchandise delivered without first obtaining the review and approval of the City Council.

Waivers

1. The waiver of Section 377-4 of the Ordinance as requested by Savers is not granted because Section 377-4 is not applicable to Savers' operations.
2. The waiver of Section 377-5 of the Ordinance is granted with respect to the last sentence thereof requiring the City Clerk to keep a list of persons employed by Savers. All other provisions of Section 377-5, other than the duty of the City Clerk to keep a record of the name and residence of each dealer, are not applicable to Savers.
3. The provisions of Sections 377-6, 377-7 and 377-9 of the Ordinance are waived in their entirety.

Councilor Delano opposed.

ORDERED: That the Application for Renewal of Junk Dealers/Second Hand License, Mary Giorgi, d/b/a Giorgi's Boutique, 266 Main St., **APPROVED**; adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 8:33 PM.



**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK**

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

MAY 4, 2015

Regular meeting of the City Council held on Monday, MAY 4, 2015 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Pope, Oram, Ossing, Robey, Delano, Page, Elder, Tunnera, Irish, Clancy and Landers. Meeting adjourned at 8:29 PM.

Suspension of the Rules requested – granted

Mayor Vigeant introduced his new Executive Aide, Nicholas Milano .

ORDERED: That the **PUBLIC HEARING** On the Petition of Mass Electric Company and Verizon New England Inc. to install new p22-50 to be set approximately 52' from existing p23 and 175' from existing p22; p22-p50 will be used to feed new 3ph xfmr bank and oh quadruplex service to construction trailer at 200 Forest St. where proposed p22-50 will later be used for permanent service to feed pad mount for new Hotel, Order No. 15-1006168, all were heard who wish to be heard, hearing recessed at 8:07 PM.

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

ORDERED: That the **PUBLIC HEARING** On the Application for Fuel Storage License, Discount Gas, 50 Main St., to increase Fuel Storage capacity from 15,000 to 18,000 gallons, Order No. 15-1006164, all were heard who wish to be heard, hearing recessed at 8:11 PM.

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

ORDERED: That there being no objection thereto set **MONDAY, MAY 18, 2015** as date for a **PUBLIC HEARING** for the proposed FY16 budget as submitted by Mayor Vigeant in the amount of \$143,287,762.00 for review and appropriation in which this spending plan reflects an increase of 4.52% over the approved Fiscal Year 2015 budget, refer to **FINANCE COMMITTEE AND ADVERTISE**; adopted.

ORDERED: That the Marlborough Economic Development Corporation transfer request in the amount of \$731,875.00 which moves funds from Economic Development to MEDC Funding, refer to **FINANCE COMMITTEE**; adopted.

CITY OF MARLBOROUGH									
BUDGET TRANSFERS --									
	DEPT:	Mayor					FISCAL YEAR:	2015	
		FROM ACCOUNT:					TO ACCOUNT:		
Available	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available
Balance									Balance
\$919,689.52	\$631,875.00	27000099	42440	Economic Development	\$631,875.00	11740006	53950	MEDC Funding	\$0.00
	Reason:	To allow the MEDC to continue it's work in promoting the economic development of the City for FY16							
\$919,689.52	\$100,000.00	27000099	42440	Economic Development	\$100,000.00	11740006	53950	MEDC Funding	\$0.00
	Reason:	To capitalize a Revolving Loan Fund Program							
	\$731,875.00	Total			\$731,875.00	Total			

ORDERED: That the Communication from Civil Engineer, Thomas DiPersio, re: Approval of Extension to the City's Sewer System for 412 South St., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That there being no objection thereto set **MONDAY, JUNE 15, 2015** as the date for a **PUBLIC HEARING** on the Application for Special Permit from Attorney Gadbois on behalf of Ferris Development 325 DJL Boulevard, LLC to construct a mixed use building, which will contain restaurants with drive-thru facilities, retail and office space at 325 Donald Lynch Blvd, refer to **URBAN AFFAIRS COMMITTEE AND ADVERTISE**; adopted.

ORDERED: That the Application for Renewal of Junk Dealers/Second Hand License, Gerald Dumais, d/b/a, Dumais and Sons Second Hand Store, 67 Mechanic St., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Minutes, Council on Aging, March 17, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Planning Board, April 6, 2015, **FILE**; adopted.

ORDERED: That the School Committee, April 14, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Board of Assessors, April 1, 2015, **FILE**; adopted.

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

- a. David Harding, 626 Concord Rd., residential mailbox claim 2(a).

There were no Reports of Committees.

ORDERED: That the Police Department transfer request in the amount of \$112,488.00 which moves funds from Fringes to Sick Leave Buy Back and Sergeants to fund the contractually obligated sick leave buyback due to two retiring members of the Police Department, **APPROVED;** adopted.

CITY OF MARLBOROUGH										
BUDGET TRANSFERS --										
	DEPT:	Police					FISCAL YEAR:	2015		
		FROM ACCOUNT:					TO ACCOUNT:			
Available									Available	
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance	
\$129,346.42	\$112,488.00	11990006	51500	Fringes	\$78,402.00	12100003	51920	Sick Leave Buy Back	\$0.00	
				Retirement payout for 2 employees						
					\$34,086.00	12100001	50820	Sergeants	\$143,158.61	
	\$112,488.00	Total			\$112,488.00	Total				

ORDERED: That the Fire Department transfer request in the amount of \$7,244.24 which moves funds from Fringes to Sick Leave Buy Back to fund the contractually obligated sick leave buyback due to a retiring member of the Fire Department, **APPROVED;** adopted.

CITY OF MARLBOROUGH										
BUDGET TRANSFERS --										
	DEPT:	FIRE					FISCAL YEAR:	15		
		FROM ACCOUNT:					TO ACCOUNT:			
Available									Available	
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance	
\$187,516.60	\$7,244.24	11990006	51500	Fringe	\$7,244.24	1220003	51920	Sick Leave Buy Back	\$30,535.96	
	Reason:	Retirement payout of sick leave					Account balance insufficient			
	\$7,244.24	Total			\$7,244.24	Total				

ORDERED: That the Mayor’s office transfer request in the amount of \$5,610.25 to fund the sick leave buyback and unused vacation payout due to a departing member of his staff, **APPROVED;** adopted.

CITY OF MARLBOROUGH										
BUDGET TRANSFERS –										
DEPT:		Mayor				FISCAL YEAR:		2015		
FROM ACCOUNT:						TO ACCOUNT:				
Available	Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance	Balance
\$18,400.00	\$5,610.25	11330002	50770	Treasurer-Senior Clerk	\$1,000.00	11210003	51920	Sick Leave Buy Back		\$0.00
		Surplus due to prior vacancy					Sick leave due to departing employee			
					\$4,610.25	11210001	50321	Executive Aide to Mayor		\$14,023.96
						Vacation due to departing employee				
	\$5,610.25	Total			\$5,610.25	Total				

ORDERED: That the following OPEB Trust Investment Policy Statement, **APPROVED;** adopted.

**CITY OF MARLBOROUGH
OPEB TRUST INVESTMENT POLICY STATEMENT**

The primary purpose of this Investment Policy Statement (the “IPS”) is to provide a clear understanding regarding the City of Marlborough’s (the “City”) OPEB Trust’s (the “Trust”) investment objectives, performance goals, and risk tolerance.

A. Scope

This IPS applies to all funds that are separately designated as long-term OPEB funds for the City or any of its separately identified enterprises. Any additional contributions to the Trust will be maintained in the same manner.

B. Authority

Massachusetts General Law Chapter 32B, Section 20 allows a city, town, district, county or municipal lighting plant to set up a special trust fund, the Other Post Employment Benefits (OPEB) Liability Trust Fund. The governmental unit’s treasurer is the custodian of the fund or in the case of a light plant, an officer designated by the board. Investment of fund monies by the custodian must be consistent with the prudent person standard set forth in Massachusetts General Law Chapter 203C for private trust funds. Interest earned on the investment of fund monies belongs to the fund.

C. Diversification

The following asset classes can be included in the Trust in order to construct a diversified investment portfolio that is both prudent and appropriate given the City's actuarial assumed discount rate, target rate of return, investment objective, and risk tolerance. The investment parameters and asset allocation definitions that will govern the Investment Manager of the diversified portfolio are included in the addendums to this IPS.

Equities

The primary objective of the Trust's equity allocation is to provide long-term total returns that are, at a minimum, consistent with appropriate broad market indexes through full market cycles.

The Investment Manager of the diversified portfolio can purchase and manage the equity allocation using individual equities, such as domestic common stocks, preferred stocks, and/or American-Depository Receipts (ADRs).

The Investment Manager can also utilize other investments such as, mutual funds, exchange traded funds, closed-end funds, etc. Total equity exposure is able to include, both domestic and international equities, both developed and emerging countries and geographic regions, as well as large-, mid-, and small-market capitalization weighted companies. Direct holdings of common stock, preferred stock, and/or ADRs in any one company should not exceed 5% of the market value of the invested portfolio.

Investing directly in real estate, private placements, letter stock, or initial public offerings is strictly prohibited. The Investment Manager of the diversified portfolio shall not engage directly in margin transactions, short sales, or any other leveraged or inverse investment vehicles. However, mutual funds, exchange-traded funds, and closed-end funds, selected by the Investment Manager, may engage in margin, leverage, and/or short sales. Investing directly in unit-investment trusts (UITs) and business development companies (BDCs) are strictly prohibited.

Fixed Income

The primary objectives of the Trust's fixed income allocation are to preserve capital and generate a reasonable level of cash flow. The secondary objective is to provide price returns that exhibit lower correlation to the broad global equity markets in order to reduce the overall risk of the portfolio.

The Investment Manager of the diversified portfolio can purchase and manage the fixed income allocation using individual bonds that are United States Dollar denominated only. Issuer selection can include domestic corporate bonds and any obligations of the United States Government, the Federal National Mortgage Association (FNMA), the Federal Home Loan Bank (FHLB), the Federal Farm Credit Bureau (FFCB), and the Federal Home Loan Mortgage Company (FHLMC).

The Investment Manager can also utilize other investment vehicles such as, mutual funds, exchange traded funds, closed-end funds, etc. Total fixed income exposure is able to include, both domestic and international bonds, both developed and emerging countries and geographic regions. All fixed income investment vehicles shall be United States Dollar denominated only. Direct holdings of individual corporate bonds in any one company should not exceed 5% of the market value of the invested portfolio; however, this is not applicable to the United States Government and the approved United States Agencies. Lower-quality investments may only be held through diversified vehicles, such as mutual funds or exchange-traded funds.

Investing directly in real estate, mortgages, collateral or non-collateral loans, private placements, fixed income or interest rate futures, or any other specialized fixed income ventures is strictly prohibited. Investing directly in unit-investment trusts (UITs) and business development companies (BDCs) are strictly prohibited.

Alternative Investments

The primary objective of the Trust's alternative allocation is to provide long-term capital appreciation that is less correlated to broad global equity and fixed income indexes.

The Investment Manager of the diversified portfolio can only purchase those strategies that are deemed to be alternative through daily-liquid diversified investment vehicles such as, mutual funds, exchange-traded funds, closed-end funds, etc.

Investing directly in unit-investment trusts (UITs) and business development companies (BDCs) are strictly prohibited.

Cash and Cash Equivalents

Cash will be maintained to provide periodic cash distributions, if and when necessary. Cash will not normally be held as a strategic investment asset, although the Investment Manager may seek to allow cash to build to the maximum level in times of market uncertainty.

D. Specific Risks

Credit Risk

Credit risk is the risk that an issuer or other counterparty to an investment will not fulfill its obligations.

The City will manage credit risk several ways. There will be no limit to the amount of United States Treasury and United States Government Agency obligations.

In regards to fixed-income investments, the City will only purchase investment grade securities. Lower-quality investments may only be held through diversified vehicles, such as mutual funds or exchange-traded funds. Investments in fixed income securities will be made primarily for income and capital preservation.

Custodial Risk

The custodial credit risk for deposits is the risk that, in the event of the failure of a depository financial institution, a government will not be able to recover deposits or will not be able to recover collateral securities that are in the possession of an outside party. The custodial credit risk for investments is the risk that, in the event of the failure of the counterparty to a transaction, a government will not be able to recover the value of investment or collateral securities that are in the possession of an outside party.

The City will review the financial institution's financial statements and the background of the sales representative. The intent of this qualification is to limit the City's exposure to only those institutions with a proven financial strength, Capital adequacy of the firm, and overall affirmative reputation in the municipal industry.

Further, all securities not held directly by the City, will be held in the City's name and tax identification number by a third party custodian approved by the Treasurer and evidenced by safekeeping receipts showing individual CUSIP numbers for each security.

Concentration of Credit Risk

Concentration of credit risk is the risk of loss attributed to the magnitude of a government's investment in a single issuer.

The City will minimize Concentration of Credit Risk by diversifying the investment portfolio so that the impact of potential losses from any one type of security or issuer will be minimized. As stated above, securities of a single corporate issuer (with the exception of the United States Government and its Agencies) will not exceed 5% of the portfolio value.

Interest Rate Risk

Interest rate risk is the risk that changes in interest rates will adversely affect the fair value of an investment.

The City will manage interest rate risk by managing duration in the Trust.

Foreign Currency Risk

Foreign currency risk is the risk that changes in foreign monetary exchange rates will adversely affect the fair value of an investment or a deposit.

The City will, as much as feasible, mitigate foreign currency risk.

E. Standards of Care

The standard of prudence to be used by the Treasurer shall be the "Prudent Person" standard and shall be applied in the context of managing an overall portfolio. The Treasurer acting in accordance with written procedures and this IPS, and exercising reasonable due diligence, shall be relieved of personal responsibility for an individual security's credit risk or market price changes, provided the purchases and sale of securities is carried out in accordance with the terms of this IPS.

Investments shall be made with judgment and care, under circumstances then prevailing, which persons of prudence, discretion, and intelligence exercise in the management of their own affairs; not for speculation, but for investment considering the probable safety of their capital as well as the probable income to be derived.

In addition this section would also apply to M.G.L. Chapter 44 Section 55A which refers to the liability of the Treasurer for losses due to bankruptcy.

F. Ethics

The Treasurer shall refrain from any personal activity that may conflict with the proper execution of the investment program or which could impair or appear to impair ability to make impartial investment decisions. The Treasurer shall disclose to the Mayor any material financial interest in financial institutions that do business with the City. They shall also disclose any large personal financial investment positions or loans that could be related to the performance of the City's investments.

G. Relationship with Financial Institutions

Financial institutions should be selected first and foremost with regard to their financial soundness and stability. Brokers should be recognized, reputable dealers. All cash and securities shall be held in either a bank that is allowable for the deposit of public funds, provided funds on deposit are insured by the Federal Deposit Insurance Corporation (FDIC), or in an Investment Brokerage Account that is insured by the Securities Investor Protection Corporation (SIPC). If a banking institution is selected as manager, the City will subscribe to Veribanc[®], a recognized bank rating service.

The Treasurer shall require any brokerage houses and broker/dealers, wishing to do business with the City, to supply the following information to the Treasurer:

- Annual financial statements
- If acting as a Registered Investment Adviser, Form ADV Part II report
- Errors & Omissions insurance amounting to, at a minimum, the total fair market value of the Trust Funds Portfolio.
- A statement that the Advisor has read the City's IPS and will comply with it on an annual basis
- Annual review all advisors through www.finra.org: Broker Check

H. Reporting Requirements

On a quarterly basis, a report containing the following information will be prepared by the Treasurer and distributed to the Mayor, as appropriate. The quarterly report will include the following information, as a minimum requirement:

- A listing of the individual accounts and individual securities held at the end of the reporting period.
- A listing of the short-term investment portfolio by security type and maturity to ensure compliance with the diversification and maturity guidelines established in the "Diversification" section of this IPS.
- A summary of the income earned on a monthly basis and year-to-date basis shall be reported.
- The Treasurer shall include in the report a brief statement of general market and economic conditions and other factors that may affect the City's cash position.
- The report should demonstrate the degree of compliance with the tenets set forth in the IPS.

I. Performance Measurement and Evaluation

- The individual and custom benchmarks that will be monitored for performance reporting and analysis of the Trust's portfolio are stated and described in the addendums to this IPS.
- It is expected that the respective asset classes of the Trust's diversified portfolio will outperform their respective benchmarks, net of fees and expenses, on a long term (market cycle) basis.

K. Supervision

- The Treasurer will meet with the investment manager(s) as frequently as semi-annually to monitor the performance of the funds and the investment manager(s) compliance with these guidelines. The Treasurer will receive and review portfolio management reports quarterly.
- The Treasurer will review this Investment Policy Statement at least once a year to ensure that it remains appropriate and complete.
- The Treasurer has the option to put the management of funds out for bid periodically, and may consider such option not less frequently than every five years, through a request for information, request for proposal, or similar process as required by law or town policy.

L. Legal References

- Massachusetts General Law Chapter 32B, Section 20
- Massachusetts General Law Chapter 203C, Section 1 through 11

I _____, Treasurer of the City of Marlborough have reviewed this IPS and will manage the City's OPEB Trust under my control in accordance with this IPS and any attached Addendums.

Treasurer's Signature

Treasurer's Printed Name

Date

ADDENDUM #1
INVESTMENT PARAMETERS
AS OF 4/1/2015

The information contained herein shall dictate the long-term asset allocation targets as well as minimum and maximum parameters, when applicable, that will govern the management of the investable portion of the Trust. The methodology for determining specific security and investment strategy definitions is detailed in Addendum #2.

<i>Category</i>	<i>Min</i>	<i>Target</i>	<i>Max</i>
Equity	20%	25%	30%
Domestic Equity	10%	15%	20%
International Equity	5%	10%	15%
Preferred Equity	0%	0%	10%
Balanced	0%	0%	10%
Fixed Income	65%	75%	85%
Domestic Bonds	55%	65%	75%
U.S. Treasuries & Agencies	20%	25%	30%
Corporates & Diversified Investment Vehicles	35%	40%	45%
International Bonds	5%	10%	15%
Alternatives	0%	0%	10%
Cash / Short Term	0%	0%	10%
Total	---	100%	---

Treasurer's Signature

Date

**ADDENDUM #2
ASSET ALLOCATION DEFINITIONS
AS OF 4/1/2015**

<i>Asset Class</i>	<i>Asset Category</i>	<i>Morningstar Category</i>	
Domestic Equity	Large Cap	Large-Cap Blend	Energy
		Large-Cap Growth	Financial
		Large-Cap Value	Healthcare
		Communications	Industrials
		Consumer Cyclical	Technology
		Consumer Defensive	Utilities
		Consumer Staples	Miscellaneous Sector
	Mid Cap	Mid-Cap Blend	Mid-Cap Value
		Mid-Cap Growth	
	Small Cap	Small-Cap Blend	Small-Cap Value
		Small-Cap Growth	
	Preferred Equity	Preferred Stock	
International Equity	Developed	Foreign Large-Cap Blend	Foreign Small/Mid Blend
		Foreign Large-Cap Growth	Foreign Small/Mid Growth
		Foreign Large-Cap Value	Foreign Small/Mid Value
		World Stock	Japan
		Europe	
	Emerging Markets	Emerging Markets	Pacific/Asia
		India	Pacific/Asia ex-Japan
		Latin America	Miscellaneous Region
		China	
Balanced	Balanced	Aggressive Allocation	World Allocation
		Moderate Allocation	Target Date
		Conservative Allocation	Retirement Income
		Tactical Allocation	
Domestic Bond	Investment Grade	Corporate Bond	Muni National Intermediate
		Inflation Protected Bond	Muni National Long-Term
		Intermediate Gov't Bond	Muni National Short-Term
		Intermediate Term Bond	Muni Single State
		Long-Term Bond	Short-Term Bond
		Long-Term Gov't	Short-Term Gov't Bond
		Stable Value	Ultrashort Bond
	Multisector	Multisector Bond	
	High Yield	High-Yield Bond	Bank Loans
		High-Yield Muni	
International Bond	World Bond	World Bond	
	Emerging Markets Bond	Emerging Markets Bond	
Alternatives	Equity Alternatives	Long/Short Equity	Market Neutral
		Private Equity	
	Bond Alternatives	Nontraditional Bond	
	Real Estate	Real Estate	Global Real Estate
		Direct Property	
Managed Futures	Managed Futures	Currency	
Other Alternatives	Arbitrage	Precious Metals	
	Hedge Funds	Commodities	
	Multi-Alternative	Natural Resources	
	Trading/Tactical	Bear Market	

Treasurer's Signature

Date

ADDENDUM #3
PERFORMANCE REPORTING
AS OF 4/1/2015

The information contained herein shall dictate the individual and blended benchmark(s), when applicable, to be utilized in monitoring the performance of the investable assets of the Trust.

<i>Category</i>	<i>Index</i>	<i>Percentage</i>
Equity	MSCI AC World Index	25%
Domestic Equity	---	
International Equity	---	
Preferred Equity	---	
Balanced	---	0%
Fixed Income	Barclays Capital US Aggregate Bond	75%
Domestic Bonds	---	
U.S. Treasuries & Agencies	---	
Corporates & Diversified Investment Vehicles	---	
International Bonds	---	
Alternatives	HFRI Fund of Funds Composite	0%
Cash / Short Term	US T-Bills	0%
Total		100%

Treasurer's Signature

Date

Yea: 11-Nay: 0

Yea: Delano, Page, Elder, Tunnera, Irish, Clancy, Landers, Ossing, Pope, Robey & Oram

ORDERED: That the OPEB transfer request in the amount of \$5,000,000.00 which will mark the inaugural deposit towards the City’s unfunded post-employment liability, better known as OPEB, **APPROVED**; adopted.

CITY OF MARLBOROUGH										
BUDGET TRANSFERS --										
DEPT:		Mayor				FISCAL YEAR:		2015		
FROM ACCOUNT:					TO ACCOUNT:					
Available									Available	
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance	
\$5,000,000.00	\$5,000,000.00	83600	32726	Stabilization- OPEB	\$5,000,000.00	8759910	49761	OPEB Trust	\$0.00	
Reason:		Transfer funds designated for OPEB to new trust								
\$5,000,000.00	Total				\$5,000,000.00	Total				

Yea: 11-Nay: 0

Yea: Delano, Page, Elder, Tunnera, Irish, Clancy, Landers, Ossing, Pope, Robey & Oram

ORDERED: That the Application for Renewal of Junk Dealers/Second Hand License, ecoATM, Inc., 601 Donald Lynch Blvd., **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealers/Second Hand License, Jean Rabelo, d/b/a Post Road Used Auto Parts of Marlboro, Inc., 785 Boston Post Rd., **APPROVED**; adopted.

ORDERED: That the “Panther Trail” Conceptual Plan, **APPROVED**; adopted.

ORDERED: That the “Boroughs Trail” Conceptual Plan, **APPROVED**; adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 8:29 PM.



IN CITY COUNCIL

Marlborough, Mass., APRIL 27, 2015

ORDERED:

That there being no objection thereto set **MONDAY, MAY 18, 2015** as date for a **PUBLIC HEARING** On the Petition of Comcast to construct a line for such telecommunications on Newton St. starting at the utility pole opposite the intersection of Weed St., excavate and place 3" schedule 40 PVC conduit system continuing in an easterly direction toward Weed St., continue within Weed St. and turn in a northerly direction towards Main St. within the paved foot path between 194 & 200 Main St., turning in a Easterly direction to the rear of 178-194 Main St., be and is herewith refer to **PUBLIC SERVICES COMMITTEE**.

ADOPTED

ORDER NO. 15-1006186



IN CITY COUNCIL

APRIL 27, 2015

Marlborough, Mass., _____

ORDERED:

Zoning Change Limited Industrial District

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, Chapter 650 Article V Section 650 -17 Mixed Use Development (42) as amended be further amended by deleting the letter "N" and inserting in place thereof the letters "SP"; and that Chapter 650 Article V Section 650-17 Restaurant with Drive-In or Drive Thru facilities (31) as amended be further amended by deleting the letter "N" and inserting in place thereof the letters "SP".

Be and is herewith refer to **URBAN AFFAIRS COMMITTEE, PLANNING BOARD, AND ADVERTISE PUBLIC HEARING FOR MONDAY, MAY 18, 2015.**

ADOPTED

ORDER NO. 15-1006185



IN CITY COUNCIL

Marlborough, Mass., _____

MAY 4, 2015

ORDERED:

That there being no objection thereto set **MONDAY, MAY 18, 2015** as date for a **PUBLIC HEARING** for the proposed FY16 budget as submitted by Mayor Vigeant in the amount of \$143,287,762.00 for review and appropriation in which this spending plan reflects an increase of 4.52% over the approved Fiscal Year 2015 budget, be and is herewith refer to **FINANCE COMMITTEE AND ADVERTISE**

ADOPTED

ORDER NO. 15-1006197



City of Marlborough
Office of the Mayor

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

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

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Snow & Ice Transfer to Fund FY15 Deficit

Honorable President Pope and Councilors:

I am submitting for your approval a transfer request for \$1,760,000.00 from 10000-35900 Undesignated Fund to the following snow & ice accounts:

\$414,740.00 Overtime Snow & Ice	14001203-51390
\$800,380.00 Snow Removal	14001206-52960
\$544,880.00 Operating Expenses	14001206-57040

This will allow us to fund the deficit and in a subsequent letter we are asking for authorization to set up our snow & ice account for FY16.

I appreciate your attention on this matter. Please do not hesitate to contact me with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: DPW

FISCAL YEAR: 2015

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$3,253,241.69</u>	<u>\$1,760,000.00</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$414,740.00</u>	<u>14001203</u>	<u>51390</u>	<u>Overtime-Snow & Ice</u>	<u>-\$414,733.32</u>
	Reason:	<u>To fund the snow & ice deficit for FY15</u>							
					<u>\$800,380.00</u>	<u>14001206</u>	<u>52960</u>	<u>Snow Removal</u>	<u>-\$800,367.70</u>
	Reason:								
					<u>\$544,880.00</u>	<u>14001206</u>	<u>57040</u>	<u>Operating Expenses</u>	<u>-\$544,835.63</u>
	Reason:								
	Reason:								
	Reason:								
	<u>\$1,760,000.00</u>	<u>Total</u>			<u>\$1,760,000.00</u>	<u>Total</u>			

Department Head signature:

Auditor signature:

Comptroller signature:



BUDGET REPORT
AS OF 5/13/15

FOR 2015 99

ACCOUNTS FOR: 100 GENERAL FUND	ORIGINAL APPROP	TRANFRS/ ADJSTMTS	REVISED BUDGET	YTD EXPENDED	ENC/REQ	AVAILABLE BUDGET	PCT USED
4000 DEPARTMENT OF PUBLIC WORKS							
0120 STREETS-SNOW & ICE							
14001203 51390 OVERTIME-SNOW & ICE	125,000	.00	125,000.00	539,733.32	.00	-414,733.32	431.8%
14001206 52960 SNOW REMOVAL	275,000	.00	275,000.00	1,067,858.82	7,508.88	-800,367.70	391.0%
14001206 57040 OPERATING EXPENSES	100,000	.00	100,000.00	632,454.32	12,381.31	-544,835.63	644.8%
TOTAL STREETS-SNOW & ICE	500,000	.00	500,000.00	2,240,046.46	19,890.19	-1,759,936.65	452.0%
TOTAL DEPARTMENT OF PUBLIC WOR	500,000	.00	500,000.00	2,240,046.46	19,890.19	-1,759,936.65	452.0%
TOTAL GENERAL FUND	500,000	.00	500,000.00	2,240,046.46	19,890.19	-1,759,936.65	452.0%
TOTAL EXPENSES	500,000	.00	500,000.00	2,240,046.46	19,890.19	-1,759,936.65	



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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 MAY 14 A 11:45

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: FY16 Deficit Spending for Snow & Ice Account

Honorable President Pope and Councilors:

I have attached an order authorizing the city to incur liability and make expenditures for FY16 in excess of the approved appropriation for the purposes of snow and ice removal. This is done annually as required by M.G.L. Chapter 44, section 31D.

I appreciate your attention on this matter. Please do not hesitate to contact me with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure

ORDERED:

That pursuant to Chapter 44, section 31D of the General Laws of the Commonwealth of Massachusetts, which authorizes the City to incur liability and make expenditures for any fiscal year in excess of appropriation for snow and ice removal, the City Council of the City of Marlborough, upon the recommendation of the Mayor, approves expenditures up to \$1,000,000.00 in excess of available appropriation for snow and ice removal for fiscal year 2016.

ADOPTED

In City Council
Order No. 15-

Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

**A TRUE COPY
ATTEST:**



City of Marlborough
Office of the Mayor

RECEIVED *Arthur G. Vigeant*
CITY CLERK'S OFFICE MAYOR
CITY OF MARLBOROUGH
Nicholas Milano
2015 MAY 14 A 11:45 EXECUTIVE AIDE

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

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Transfer Request from Free Cash

Honorable President Pope and Councilors:

Respectfully submitted for your approval is the transfer request in the amount of \$500,000.00 from 10000-35900 (Undesignated Fund) to 83600-32925 (Undesignated Stabilization). This amount coincides with the increase in the total budget.

In the meantime, please do not hesitate to contact my office with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor



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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2015 MAY 14 A 11:48

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Year-end Intra-department Transfers Requests

Honorable President Pope and Councilors:

I am submitting for your approval several intra-department transfer requests that needed to cover remaining expenses and balance our accounts for FY15. Our department heads look forward to the opportunity to meet with the Finance Committee to discuss these requests in greater detail.

Thank you in advance for your consideration and please let me know if you have any questions.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

CITY OF MARLBOROUGH
BUDGET TRANSFERS –

DEPT: FIRE

FISCAL YEAR: 15

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$5,000.00</u>	<u>\$5,000.00</u>	<u>12200003</u>	<u>51412</u>	<u>HAZMAT PAY</u>	<u>\$5,000.00</u>	<u>12200003</u>	<u>51328</u>	<u>CALL FIRE OVERTIME</u>	<u>\$5,784.05</u>
	Reason:	FEWER THAN EXPECTED RECEIVED HAZMAT CERTIFICATION PRIOR TO DEPARTMENT PAYOUT AND UNFILLED POSITION				BALANCE MAY NOT BE SUFFICIENT TO COMPLETE FY15			
<u>\$19,924.90</u>	<u>\$5,000.00</u>	<u>12200003</u>	<u>51430</u>	<u>LONGEVITY</u>	<u>\$5,000.00</u>	<u>12200003</u>	<u>51328</u>	<u>CALL FIRE OVERTIME</u>	<u>\$5,784.05</u>
	Reason:	SURPLUS DUE TO RETIREMENTS				BALANCE MAY NOT BE SUFFICIENT TO COMPLETE FY15			
	Reason:								
	Reason:								
\$10,000.00	Total				\$10,000.00	Total			

Department Head signature: *Geoffrey Herald*
 Auditor signature: *Diane [Signature]*
 Comptroller signature: *Brian [Signature]*



CITY OF MARLBOROUGH
Department of Public Works
Office of the Commissioner
135 Neil Street
Marlborough, Massachusetts 01752
(508) 624-6910 Ext. 7200
Facsimile (508) 624-7699 TDD (508) 460-3610

May 11, 2015

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

RE: TRANSFER REQUESTS

Dear Mayor Vigeant,

Enclosed herewith are the Department of Public Works and Public Facilities Department transfer requests for FY 2015. These requests are being funded from surpluses within our operating budget. Explanations for the transfers have been included with each line item.

Please contact me if you require any additional information.

Sincerely,

John L. Ghiloni
Commissioner

**CITY OF MARLBOROUGH
BUDGET TRANSFERS --**

DEPT: Department of Public Works

FISCAL YEAR: 2015

Available Balance	Amount	FROM ACCOUNT:	Org Code	Object	Account Description:	Amount	TO ACCOUNT:	Org Code	Object	Account Description:	Available Balance	
<u>\$24,644</u>	<u>\$17,470</u>		<u>14001002</u>	<u>50062</u>	<u>Finance Assistant</u>	<u>\$2,130</u>		<u>14001001</u>	<u>50600</u>	<u>DPW Commissioner</u>	<u>\$13,035</u>	
	Reason:	<u>Money available due to vacancy</u>						<u>Anticipated cost to cover remaining FY 15</u>				
						<u>\$15,340</u>		<u>14001305</u>	<u>55310</u>	<u>Highway Constr. Mater</u>	<u>\$19,721</u>	
							<u>Anticipated cost to cover remaining FY 15</u>					
<u>\$14,443</u>	<u>\$1,880</u>		<u>14001101</u>	<u>50640</u>	<u>City Engineer</u>	<u>\$1,875</u>		<u>14001305</u>	<u>55310</u>	<u>Highway Constr. Mater</u>	<u>\$19,721</u>	
	Reason:	<u>Money available due to step increases</u>						<u>Anticipated cost to cover remaining FY 15</u>				
						<u>\$5</u>		<u>14001101</u>	<u>50705</u>	<u>Assistant Civil Engineer</u>	<u>\$10,417</u>	
							<u>Anticipated cost to cover remainder of FY15</u>					
<u>\$31,834</u>	<u>\$4,350</u>		<u>14001101</u>	<u>50710</u>	<u>Junior Civil Engineer</u>	<u>\$4,350</u>		<u>14001305</u>	<u>55310</u>	<u>Highway Constr. Mater</u>	<u>\$19,721</u>	
	Reason:	<u>Anticipated Surplus</u>						<u>Anticipated cost to cover remaining FY 15</u>				
<u>\$48,577</u>	<u>\$10,200</u>		<u>14001301</u>	<u>50690</u>	<u>Foreman</u>	<u>\$8,500</u>		<u>14001305</u>	<u>55310</u>	<u>Highway Constr. Mater</u>	<u>\$19,721</u>	
	Reason:	<u>Money available due to vacancy</u>						<u>Anticipated cost to cover remaining FY 15</u>				
						<u>\$1,700</u>		<u>14001303</u>	<u>51990</u>	<u>Meal Allowance</u>	<u>\$111</u>	
							<u>Anticipated cost to cover remainder of FY15</u>					
<u>\$4,400</u>	<u>\$4,000</u>		<u>14001103</u>	<u>51440</u>	<u>Educational Incentive</u>	<u>\$4,000</u>		<u>14001305</u>	<u>55310</u>	<u>Highway Constr. Mater</u>	<u>\$19,721</u>	
	Reason:	<u>Contractual</u>						<u>Anticipated cost to cover remaining FY 15</u>				
	<u>\$37,900</u>	Total				<u>\$37,900</u>	Total					

Department Head signature:

Auditor signature:

Comptroller signature:

Jack H. Hedges

Diane J.

Don

**CITY OF MARLBOROUGH
BUDGET TRANSFERS --**

DEPT: Department of Public Works

FISCAL YEAR: 2015

Available Balance	Amount	FROM ACCOUNT:	Amount	TO ACCOUNT:	Available Balance
		Org Code Object Account Description:		Org Code Object Account Description:	
<u>\$135,210</u>	<u>\$40,950</u>	14001303 50740 Equipment Operators	<u>\$13,000</u>	14001303 51310 Overtime-Regular	<u>\$1,083</u>
	Reason:	<u>Money available due to vacancy</u>		<u>Anticipated cost to cover remainder of FY15</u>	
			<u>\$4,800</u>	14001303 51240 Temporary Part-time	<u>\$2,800</u>
				<u>Anticipated cost to cover remainder of FY15</u>	
			<u>\$23,150</u>	14001304 53140 Contract Services	<u>\$7,025</u>
				<u>Anticipated cost to cover remainder of FY15</u>	
<u>\$116,019</u>	<u>\$105,000</u>	14001406 54830 Fuel & Lubricants	<u>\$15,000</u>	14001006 52450 Radio Repairs	<u>\$0</u>
	Reason:	<u>Money Available due to W.C.</u>		<u>Contract & voice lines</u>	
			<u>\$15,000</u>	14001304 53140 Contract Services	<u>\$7,025</u>
				<u>Anticipated cost to cover remainder of FY15</u>	
			<u>\$15,000</u>	14001406 54810 Rep/Maint Supplies	<u>\$346</u>
				<u>Anticipated cost to cover remainder of FY15</u>	
			<u>\$35,000</u>	14001305 55310 Highway Constr. Mater	<u>\$1,289</u>
				<u>Anticipated cost to cover remaining FY 15</u>	
			<u>\$25,000</u>	11920006 52200 Natural Gas	<u>\$7,025</u>
				<u>Increase costs due to senior center</u>	

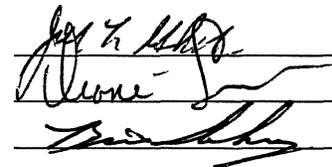
\$145,950 Total

\$145,950 Total

Department Head signature:

Auditor signature:

Comptroller signature:



**CITY OF MARLBOROUGH
BUDGET TRANSFERS --**

DEPT: Department of Public Works

FISCAL YEAR: 2015

FROM ACCOUNT:				TO ACCOUNT:					
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$56,274</u>	<u>\$16,000</u>	<u>14001501</u>	<u>50690</u>	<u>Foreman</u>	<u>\$16,000</u>	<u>14001306</u>	<u>55400</u>	<u>Sidewalk Maint.</u>	<u>\$248</u>
	Reason:	<u>Money Available due to W.C.</u>				<u>Emergency response as well as weekend burials</u>			
<u>\$152,992</u>	<u>\$8,700</u>	<u>14001503</u>	<u>50740</u>	<u>Equipment Operator</u>	<u>\$6,700</u>	<u>14001304</u>	<u>53140</u>	<u>Contract Service</u>	<u>\$7,025</u>
	Reason:	<u>Money Available due to W.C.</u>				<u>Anticipated cost to cover remainder of FY15</u>			
					<u>\$2,000</u>	<u>14001503</u>	<u>51310</u>	<u>Overtime-Regular (FPC)</u>	<u>\$2,047</u>
						<u>Emergency response as well as weekend burials</u>			
<u>\$152,992</u>	<u>\$64,000</u>	<u>14001503</u>	<u>50740</u>	<u>Equipment Operator</u>	<u>\$1,000</u>	<u>14001506</u>	<u>54240</u>	<u>License & Inspection</u>	<u>\$15</u>
	Reason:	<u>Money Available due to W.C.</u>				<u>Anticipated cost to cover remainder of FY15</u>			
					<u>\$1,000</u>	<u>14001506</u>	<u>54420</u>	<u>Misc Hand/Power Tool</u>	<u>\$7</u>
						<u>Anticipated cost to cover remainder of FY15</u>			
					<u>\$3,000</u>	<u>14001506</u>	<u>52500</u>	<u>Rep/Maint Equipment</u>	<u>\$1</u>
						<u>Anticipated cost to cover remainder of FY15</u>			
					<u>\$32,000</u>	<u>14001304</u>	<u>53140</u>	<u>Contract Services</u>	<u>\$7,025</u>
						<u>Anticipated cost to cover remaining FY 15</u>			
					<u>\$27,000</u>	<u>14001305</u>	<u>55310</u>	<u>Highway Constr. Mater</u>	<u>\$19,721</u>
						<u>Anticipated cost to cover remaining FY 15</u>			
	<u>\$64,000</u>	Total			<u>\$64,000</u>	Total			

Department Head signature: _____

Auditor signature: _____

Comptroller signature: _____

John G. [Signature]
[Signature]
[Signature]

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Department of Public Works

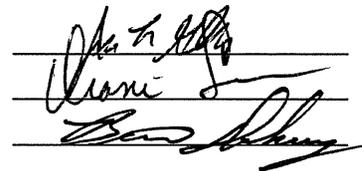
FISCAL YEAR: 2015

Available Balance	Amount	Org Code	Object	Account Description:	Amount	TO ACCOUNT:	Org Code	Object	Account Description:	Available Balance
<u>\$7,926</u>	<u>\$976</u>	<u>60080001</u>	<u>50580</u>	<u>Assistant Chemist</u>	<u>\$976</u>	<u>61090003</u>	<u>51310</u>	<u>Overtime-Regular</u>		<u>3,502.97</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remainder of FY15</u>				
<u>\$4,000</u>	<u>\$4,000</u>	<u>60080003</u>	<u>51440</u>	<u>Educational Incentive</u>	<u>\$4,000</u>	<u>61090003</u>	<u>51310</u>	<u>Overtime-Regular</u>		<u>3,502.97</u>
	Reason:	<u>Contractual</u>				<u>Anticipated cost to cover remainder of FY15</u>				
<u>\$49,080</u>	<u>\$6,287</u>	<u>60081001</u>	<u>50850</u>	<u>Sewage Tr Plant Opers</u>	<u>\$6,287</u>	<u>61090003</u>	<u>51310</u>	<u>Overtime-Regular</u>		<u>3,502.97</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remainder of FY15</u>				
<u>\$14,566</u>	<u>\$3,140</u>	<u>60081001</u>	<u>50910</u>	<u>Head Tr Plant Oper</u>	<u>\$3,140</u>	<u>61090003</u>	<u>51310</u>	<u>Overtime-Regular</u>		<u>3,502.97</u>
	Reason:	<u>Anticipated surplus</u>				<u>Anticipated cost to cover remainder of FY15</u>				
<u>\$40,685</u>	<u>\$1,600</u>	<u>60081006</u>	<u>55950</u>	<u>East WWTP</u>	<u>\$1,600</u>	<u>60081003</u>	<u>51310</u>	<u>Overtime - Regular</u>		<u>\$1,746</u>
	Reason:	<u>Anticipated surplus</u>				<u>Anticipated cost to cover remainder of FY15</u>				
<u>\$41,673</u>	<u>\$7,257</u>	<u>60085001</u>	<u>50850</u>	<u>Sewage Tr Plant Opers</u>	<u>\$7,257</u>	<u>61090003</u>	<u>51310</u>	<u>Overtime-Regular</u>		<u>3,502.97</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remainder of FY15</u>				
<u>\$3,501</u>	<u>\$860</u>	<u>60085006</u>	<u>55980</u>	<u>West WW Tr Plant</u>	<u>\$310</u>	<u>60085003</u>	<u>51310</u>	<u>Overtime-Regular</u>		<u>\$2,995</u>
	Reason:	<u>Anticipated surplus</u>				<u>Anticipated cost to cover remainder of FY15</u>				
					<u>\$550</u>	<u>60085003</u>	<u>51470</u>	<u>Interim Foreman</u>		<u>\$285</u>
						<u>Anticipated cost to cover remainder of FY15</u>				
	<u>\$19,144</u>	Total			<u>\$19,144</u>	Total				

Department Head signature:

Auditor signature:

Comptroller signature:



CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Department of Public Works

FISCAL YEAR: 2015

FROM ACCOUNT:		TO ACCOUNT:			Available				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$30,918</u>	<u>\$11,700</u>	<u>61090001</u>	<u>50690</u>	<u>Foreman</u>	<u>\$11,700</u>	<u>61090006</u>	<u>55710</u>	<u>Water Maintenance</u>	<u>\$949</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remainder of FY15</u>			
<u>\$105,577</u>	<u>\$21,200</u>	<u>61090001</u>	<u>50740</u>	<u>Equip Ops</u>	<u>\$21,200</u>	<u>61090006</u>	<u>55710</u>	<u>Water Maintenance</u>	<u>\$949</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remainder of FY15</u>			
<u>\$5,351</u>	<u>\$5,351</u>	<u>61090003</u>	<u>51920</u>	<u>Sick Leave Buy Back</u>	<u>\$5,351</u>	<u>61090003</u>	<u>51310</u>	<u>Overtime-Regular</u>	<u>3,502.97</u>
	Reason:	<u>Money available due to vacancy</u>				<u>Anticipated cost to cover remainder of FY15</u>			

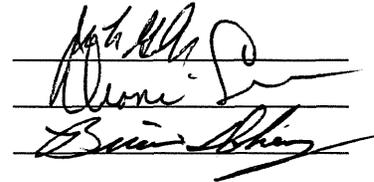
\$38,251 Total

\$38,251 Total

Department Head signature:

Auditor signature:

Comptroller signature:



CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: PUBLIC FACILITES

FISCAL YEAR: 2015

FROM ACCOUNT:

TO ACCOUNT:

Available
Balance

Amount Org Code Object Account Description:

Amount Org Code Object Account Description:

Available
Balance

\$ 29,264 \$11,000 11920001 50690 Foreman

\$10,000 11920001 50292 Building Mtc. Craftsman \$11,714

Reason: Suprlus due to vacancy

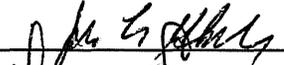
Under funded

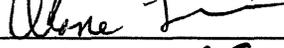
\$1,000 11920001 50300 Assistant Director \$3,546

Under funded

\$11,000.00 Total

\$11,000.00 Total

Department Head signature: 

Auditor signature: 

Comptroller signature: 



City of Marlborough
Office of the Mayor

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

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2015 MAY 14 A 11:45
Arthur G. Vigeant
MAYOR
Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

Patricia Pope, President
Marlborough City Council
City Hall, 140 Main Street
Marlborough, MA 01752

RE: Transfer Request-Sligo Hill Revolving Account

Honorable President Pope and Councilors:

In anticipation of your affirmative vote to renew the Parks and Recreation Facilities revolving account as amended, I am submitting for your approval, a transfer request moving the funds from the Sligo Hill revolving account to the Parks & Recreation account.

Transfer request in the amount of \$433,148.18 from Sligo Hill Antennae account 19201-52415 to 26244401-52415 Park & Recreation Antennae Lease.

Enclosed is the transfer. As you are aware, if the funds are not transferred into an existing account prior to the end of the fiscal year, they will roll into the general fund.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosure

cc: Public Facilities Director, Solicitor



City of Marlborough
Office of the Mayor

RECEIVED *Arthur G. Vigeant*
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2015 MAY 14 A 11:45
Nicholas Milano
EXECUTIVE AIDE

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

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Comptroller's Transfer Requests

Honorable President Pope and Councilors:

Respectfully submitted for your approval are transfer requests from Comptroller Brian Doheny as outlined in his enclosed letter as follows:

- 1) \$15,000.00 from 17520006-59253 Other Interests to 11330006-53460 Postage to cover mailings
- 2) \$31,835.43 from 61071106-59948 Multi Purpose and \$13,000.00 61075106-58948 Multi Purpose Interest transferred to 11960006-51710 Workers Comp Insurance to replenish paid claims

In the meantime, please do not hesitate to contact my office with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough
Office of the Comptroller

140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3731 Facsimile (508) 481-5180

February 19, 2015

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

RE: TRANSFER REQUESTS

Dear Mayor Vigeant,

Enclosed herewith are the Comptroller's Department transfer requests for FY 2015. These requests are being funded by surpluses from accounts within the operating budget. The surplus in other interest account is because at this time there has not been and unforeseen bonding issues which would require use of these funds. The surplus in 1999 Multi Purpose Principal and Interest accounts is because the City was fortunate to receive a subsidy which reduced the City's liability on this bond. The postage account is in need of additional funds as there are two large mailings before the end of the fiscal year. One of which is around \$5,000 from the City Clerk's office and another of around \$10,000 is from the City Collector's office. Even though these mailings are anticipated a short fall still exists. We continue to look into items such as bulk mailing to find a solution to reducing these costs and will continue to do so in the future. The last item in need of funds is the workers compensation insurance account. The City is self funded for this item and recently had to pay out two large claims and this transfer would replenish the fund to a comfortable level at year end.

Please contact me if you have questions or require any additional information.

Sincerely,

Brian Doheny
Comptroller

CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT: Comptroller

FISCAL YEAR: 2015

FROM ACCOUNT:

TO ACCOUNT:

Available
Balance

Amount

Org Code

Object

Account Description:

Amount

Org Code

Object

Account Description:

Available
Balance

\$40,000.00

\$15,000.00

17520006

59253

Other Interest

\$15,000.00

11330006

53460

Postage

\$6,897.18

Reason:

Surplus

Needed to cover mailings

\$31,835.43

\$31,835.43

61071106

59948

1999 Multi Purpose

\$44,835.43

11960006

51710

Workers Comp Ins

\$400,624.01

Reason:

Surplus

Needed to replunish paid claims

\$13,000.00

\$13,000.00

61075106

58948

1999 Multi Purpose Interest

Reason:

Surplus

Reason:

Reason:

Reason:

Reason:

\$59,835.43

Total

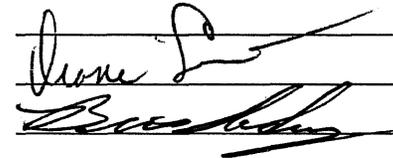
\$59,835.43

Total

Department Head signature:

Auditor signature:

Comptroller signature:



WORKERS COMPENSATION FY16

	FY 10	FY 11	FY 12	FY 13	FY 14	FY 15	FY 16
	Actual	Actual	Actual	Actual	Actual	Estimated	Projected
WORKERS COMP TRUST	\$ 461,767.83	\$ 548,397.49	\$ 632,443.04	\$ 634,352.18	\$ 539,636.55	\$ 529,900.00	\$ 543,147.50
POLICE	\$ 48,769.85	\$ 49,084.25	\$ 53,001.85	\$ 26,037.22	\$ 22,993.23	\$ 22,993.23	\$ 27,805.77
FIRE	\$ 39,683.57	\$ 22,085.64	\$ 120,041.17	\$ 152,541.19	\$ 60,152.27	\$ 60,152.27	\$ 72,742.28
						\$	\$ -
Police 111F	\$ 550,221.25	\$ 619,567.38	\$ 805,486.06	\$ 812,930.59	\$ 622,782.05	\$ 613,045.50	\$ 643,695.55
Fire 111F	\$ 144,236.10	\$ 195,993.34	\$ 199,670.07	\$ 207,604.47	\$ 203,735.71	\$ 257,095.06	\$ 263,522.44
	\$ 37,543.31	\$ 24,713.11	\$ 209,869.08	\$ 118,586.37	\$ 200,103.08	\$ 252,511.03	\$ 258,823.81
	\$ 732,000.66	\$ 840,273.83	\$ 1,215,025.21	\$ 1,139,121.43	\$ 1,026,620.84	\$ 1,122,651.59	\$ 1,166,041.79

Actual as of 6/30/14

PROJECTED

FIVE YEAR TOTAL	\$ 4,953,041.97	Balance FY 14	\$ 237,989.81	Estimated Balance FY 15	\$ 81,247.22
		BUDGET FOR FY 15	\$ 944,100.00	BUDGET FOR FY 16	\$ 1,205,600.00
YEARLY AVERAGE	\$ 990,608.39	Workers Comp Reinsurance	\$ (23,356.67)	Workers Comp Reinsurance	\$ (23,356.67)
		Revenue and Other Funds	\$ 330.24	Revenue and Other Funds	\$ 330.24
		AVAILABLE FUNDS	\$ 1,159,063.38	AVAILABLE FUNDS	\$ 1,263,820.79
		ACTUAL EXPEND	\$ (1,122,651.59)	PROJECTED EXPEND	\$ (1,142,685.12)
		Estimated 06/30/15 FUND BAL	\$ 36,411.79	Projected Fund Balance	\$ 121,135.67

5/14/2015	Proposed Transfer	44,835.43
Revised	Estimated 06/30/15 FUND BAL	\$ 81,247.22



City of Marlborough

Office of the Mayor

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Marlborough, Massachusetts 01752
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610
www.marlborough-ma.gov

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
MAY 14 A 11:45

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Transfer Request – Antenna Receipts

Honorable President Pope and Councilors:

Enclosed for your approval is the following transfer request:

- 1) Transfer in the amount of \$18,000.00 from 10000-35900 (Undesignated Fund) to 83600-32918 (Open Space Stabilization).

This transfer request will move the funds received in FY2014 for our wireless antenna receipts to the Open Space Stabilization. Enclosed is a memorandum from City Auditor Diane Smith further detailing this request.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



CITY OF MARLBOROUGH

Office of the City Auditor

140 Main St.

Marlborough, MA 01752

May 13, 2015

MEMORANDUM

TO: Mayor Arthur G. Vigeant

FROM: Diane Smith, City Auditor

RE: Wireless Antennae Receipts

The City received \$18,000.00 in wireless antennae receipts for fiscal year 2014. Per M.G.L. Ch 44 Sec. 53 any money received by the City belongs to the general fund and can only be expended by appropriation. A transfer request should be submitted to the City Council moving \$18,000.00 from Free Cash to Stabilization – Open Space for this was the intent of these monies.

Please contact this office if you should have any further questions regarding this information.

CC: Brian Doheny, Comptroller/Treasurer

CITY OF MARLBOROUGH
BUDGET TRANSFERS –

DEPT:

FISCAL YEAR:

2015

FROM ACCOUNT:

TO ACCOUNT:

Available
Balance

Amount

Org Code

Object

Account Description:

Amount

Org Code

Object

Account Description:

Available
Balance

\$3,253,241.69

\$18,000.00

10000

35900

Undesignated Fund

\$18,000.00

83600

32918

Stabilization-Open Space

\$855,693.19

Reason:

To transfer annual wireless antennae payments received by the City in fiscal year 2014 to Open Space Stabilization

Reason:

Reason:

Reason:

Reason:

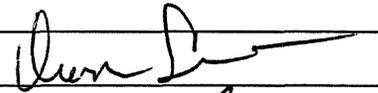
\$18,000.00

Total

\$18,000.00

Total

Department Head signature:



Auditor signature:



Comptroller signature:



City of Marlborough

Office of the Mayor

140 Main Street

Marlborough, Massachusetts 01752

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

www.marlborough-ma.gov

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2015 MAY 14 A 11:45

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Request for Consolidation of Stabilization Accounts

Honorable President Pope and Councilors:

I am submitting a recommendation from City Auditor Diane Smith for the consolidation of 14 stabilization accounts into one undesignated stabilization account as described in the enclosed correspondence.

In the meantime, please do not hesitate to contact my office with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



CITY OF MARLBOROUGH
Office of the City Auditor
140 Main St.
Marlborough, MA 01752

May 13, 2015

MEMORANDUM

TO: Mayor Arthur G. Vigeant

FROM: Diane Smith, City Auditor

RE: Designated Stabilization Funds

The City has fourteen designated stabilization funds that have had no activity in many years. These stabilization funds were established many years ago primarily from mitigation monies received by the City. It was suggested in our FY14 Management Letter from Roselli, Clark and Associates that the City Council should consider removing these designations and transfer these funds to the City's undesignated stabilization fund. Per M.G.L. Ch 40 Sec. 5B any alteration of purpose, and any appropriation of funds into or out of any such fund, shall be approved by two-thirds vote of the council.

Please contact this office if you should have any further questions regarding this information.

CC: Brian Doheny, Comptroller/Treasurer

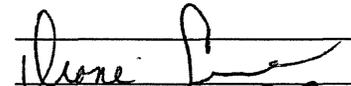
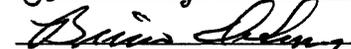
CITY OF MARLBOROUGH
BUDGET TRANSFERS --

DEPT:		Mayor		FISCAL YEAR:		2015			
Available Balance	Amount	FROM ACCOUNT:	TO ACCOUNT:	Amount	Available Balance	Org Code	Object	Account Description:	Available Balance
		Org Code	Object	Account Description:		Org Code	Object	Account Description:	
<u>\$26,980.05</u>	<u>\$26,980.05</u>	<u>83600</u>	<u>32700</u>	<u>Stab-Neighborhood Mini Gr</u>	<u>\$1,166,486.38</u>	<u>83600</u>	<u>32925</u>	<u>Undesignated Stabilization</u>	<u>\$7,288,114.47</u>
<u>\$130,064.00</u>	<u>\$130,064.00</u>	<u>83600</u>	<u>32701</u>	<u>Stab-Public Safety Fud</u>		<u>To remove designations</u>			
<u>\$55,000.00</u>	<u>\$55,000.00</u>	<u>83600</u>	<u>32704</u>	<u>Stab-Harvard/Parmenter St</u>					
<u>\$19,800.00</u>	<u>\$19,800.00</u>	<u>83600</u>	<u>32705</u>	<u>Stab-Traffic Studies</u>					
<u>\$15,000.00</u>	<u>\$15,000.00</u>	<u>83600</u>	<u>32706</u>	<u>Stab-Millham Upgrade</u>					
<u>\$19,047.83</u>	<u>\$19,047.83</u>	<u>83600</u>	<u>32707</u>	<u>Stab-Rehab Pumping Station</u>					
<u>\$711,645.67</u>	<u>\$711,645.67</u>	<u>83600</u>	<u>32708</u>	<u>Stab-Cedar Hill St</u>					
<u>\$25,594.23</u>	<u>\$25,594.23</u>	<u>83600</u>	<u>32709</u>	<u>Stab-Signalization</u>					
<u>\$94,384.60</u>	<u>\$94,384.60</u>	<u>83600</u>	<u>32711</u>	<u>Stab-Capacity Study</u>					
<u>\$10,000.00</u>	<u>\$10,000.00</u>	<u>83600</u>	<u>32714</u>	<u>Stab-Robin Hill Cemetery</u>					
<u>\$25,000.00</u>	<u>\$25,000.00</u>	<u>83600</u>	<u>32715</u>	<u>Stab-Southwest Sidewalks</u>					
<u>\$2,720.00</u>	<u>\$2,720.00</u>	<u>83600</u>	<u>32718</u>	<u>Stab-Affordable Housing</u>					
<u>\$25,000.00</u>	<u>\$25,000.00</u>	<u>83600</u>	<u>32719</u>	<u>Stab-Route 20 Pedestrian</u>					
<u>\$6,250.00</u>	<u>\$6,250.00</u>	<u>83600</u>	<u>32720</u>	<u>Stab-Route 20 Beautification</u>					
	<u>\$1,166,486.38</u>	Total			<u>\$1,166,486.38</u>	Total			

Department Head signature:

Auditor signature:

Comptroller signature:


STABILIZATION FUND ANALYSIS FY15:

	Open Space-Gift	Open Space	Undesignated	Designated Accounts Total	Total ***
7/1/2014 TOTAL	129,721.00	854,673.64	8,241,855.14	6,166,486.38	\$15,392,736.16
7/21/2014 CO# 14-1005872A (Capital Outlay)			-956,208.00		
2/28/2015 Interest July thru February		1,019.55	2,467.33		
5/4/2015 CO# 15-1006160A(To OPEB Trust)				-5,000,000.00	

TOTAL	129,721.00	855,693.19	7,288,114.47	1,166,486.38	\$9,440,015.04
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DETAIL OF DESIGNATED STABILIZATION ACCOUNTS:

	<u>6/30/2014</u>	<u>FY15 Activity</u>	<u>6/30/2015</u>
83600-32700 Neighborhood Mini-Grants	\$26,980.05		\$26,980.05
83600-32701 Public Safety Fund	\$130,064.00		\$130,064.00
83600-32704 Harvard/Parmenter St.	\$55,000.00		\$55,000.00
83600-32705 Traffic Studies	\$19,800.00		\$19,800.00
83600-32706 Millham Upgrade	\$15,000.00		\$15,000.00
83600-32707 Rehab Pumping Station	\$19,047.83		\$19,047.83
83600-32708 Cedar Hill St.	\$711,645.67		\$711,645.67
83600-32709 Signalization	\$25,594.23		\$25,594.23
83600-32711 Capacity Study	\$94,384.60		\$94,384.60
83600-32714 Robin Hill Cemetery	\$10,000.00		\$10,000.00
83600-32715 Southwest Sidewalks	\$25,000.00		\$25,000.00
83600-32718 Affordable Housing	\$2,720.00		\$2,720.00
83600-32719 Rte 20 Pedestrian	\$25,000.00		\$25,000.00
83600-32720 Rte 20 Beautification	\$6,250.00		\$6,250.00
83600-32726 Other Post Employee Benefits(OPEB)	\$5,000,000.00	-5,000,000.00	\$0.00
	\$6,166,486.38	(\$5,000,000.00)	\$1,166,486.38



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
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Arthur G. Vigeant
RECEIVED MAYOR
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
Nicholas Milano
2015 MAY 14 11:45
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Council President Patricia Pope
Marlborough City Council
City Hall, 140 Main Street
Marlborough, MA 01752

RE: Renewal of Public Safety Revolving Fund

Honorable President Pope and Councilors:

Last year the City Council reauthorized a Public Safety Revolving Fund for emergency dispatch fees from the City's contract with Patriot Ambulance, the purpose of which was for public safety training.

Tonight I am asking you to renew the Public Safety Revolving Fund. As you are aware, revolving funds contain more controls and safeguards than those imposed on regular accounts, including annual reauthorization, statutory caps, and limits on annual expenditures.

To be effective in fiscal year 2016, state law generally requires approval before the new fiscal year begins. The enclosed order, if approved, will accomplish that goal, and is submitted for your consideration. As always, if you have any questions or concerns about this issue, please feel free to contact me.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

Public Safety Revolving Fund

ORDERED:

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 2015, re-authorize a revolving fund to be utilized by the Mayor. It is further ordered that:

- (a) receipts credited to the fund shall be limited to an emergency dispatch fee due the City pursuant to its contract with Patriot Ambulance, unless otherwise directed by the General Laws; and
- (b) expenditures from said fund shall be limited to public safety training; and
- (c) the Mayor shall be the only officer authorized to approve expenditures from the same; and
- (d) no more than seventy-five thousand dollars shall be expended during Fiscal Year 2016, unless otherwise authorized by City Council and Mayor; and
- (e) the Mayor shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and
- (f) no provisions of this order shall be changed unless approved by the Mayor and City Council.

ADOPTED
In City Council
Order No. 15-
Adopted

Approved by Mayor
Arthur G. Vigeant
Date:

A TRUE COPY
ATTEST:



CITY OF MARLBOROUGH

Office of the City Auditor

140 Main St.

Marlborough, MA 01752

May 13, 2015

MEMORANDUM

TO: Mayor Arthur G. Vigeant

FROM: Diane Smith, City Auditor

RE: Public Safety Training Revolving Account

The income and expenditures of the Public Safety Training Revolving account are as follows:

Beginning balance as of July 1, 2014	\$48,217.84
Funds received to date	47,223.00
Expenditures to date-	
Trench Rescue Training	(31,194.81)
Driver Training	(2,228.35)
Safety and Respect at Work	(800.00)
Student Officer Academy	(6,000.00)
Tritek Software Training	(1,129.86)
Dispatcher Training	(1,255.67)
Incident Officer Safety Training	(7,617.07)
Taser Training	(14,138.47)
Subtotal	(64,364.23)
Encumbrances	(10,635.77)
Balance as of May 13, 2015	<u>\$20,440.84</u>



City of Marlborough
Office of the Mayor

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RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2015 MAY 14 A 11:45

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

Patricia Pope, President
Marlborough City Council
City Hall, 140 Main Street
Marlborough, MA 01752

RE: Renewal of Parks and Recreation Revolving Fund

Honorable President Pope and Councilors:

I am submitting for your approval the reauthorization of the Parks and Recreation revolving account. This account was created in FY2011 by the consolidation of the Fairmount and Easterly Treatment Plant revolving accounts.

I am recommending amending the order by consolidating the Sligo Hill Revolving account into the Parks and Recreation Revolving account and will no longer authorize the Sligo Hill account. In a separate correspondence, I will seek approval for a Sligo Hill transfer into the Parks and Recreation Revolving account.

As you are aware, state law requires that revolving accounts be reauthorized prior to the start of the new fiscal year. If the reauthorization does not occur, all funds within the revolving account will roll over into the general fund as of July 1, 2016.

I have included year-end financial reports submitted by Public Works Commissioner John Ghiloni, as well as a draft order for reauthorization.

Please do not hesitate to contact me with any questions or concerns.

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures

cc: Public Facilities Director, Solicitor

Parks and Recreation Revolving Fund

ORDERED:

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 hereby authorize a revolving fund during fiscal year 2015 for park and recreational facility maintenance and improvement purposes to be administered through the Department of Public Works. It is further ordered that:

(a) departmental receipts credited to the fund, unless otherwise directed by the General Laws, shall be limited to: 1) payments, fees and/or rental income due the City from owners of antennae and related telecommunications equipment located or co-located at the wireless communications facility situated on property under the care, custody, management and control of the Department of Public Works at the Easterly Wastewater Treatment Plant at 860 Boston Post Road in Marlborough or any land adjacent thereto; and 2) lease payments and fees due the City from owners of antennae and related telecommunications equipment located on Fairmount Hill; Sligo Hill and

(b) that expenditures from said fund shall be limited to the maintenance and improvement of municipal parks and municipal recreational facilities; and

(c) that the Commissioner of Public Works shall be the only officer authorized to approve expenditures from the fund; and

(d) no more than one hundred thousand dollars shall be expended during Fiscal Year 2016, unless otherwise authorized by the City Council and Mayor; and

(e) the Commissioner of Public Works shall prepare a year-end report identifying funds received, funds expended, description of expenditures and year-end balance; and

(f) no provisions of this order shall be changed unless approved by the Mayor and City Council.

ADOPTED

In City Council

Order No. 15 -

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:



CITY OF MARLBOROUGH
Department of Public Works
Office of the Commissioner
135 Neil Street
Marlborough, Massachusetts 01752
(508) 624-6910 Ext. 7200
Facsimile (508) 624-7699 TDD (508) 460-3610

MEMORANDUM

TO: ARTHUR G. VIGEANT,
MAYOR

FROM: JOHN L. GHILONI, *JL*
COMMISSIONER OF PUBLIC WORKS

DATE: MAY 14, 2015

RE: PARKS AND RECREATION REVOLVING ACCOUNT; #26244401-52415

Pursuant to the provisions of Council Order #10-1002613, the revolving account established by this order had income and expenditures as shown below:

Balance as of July 1, 2014:	\$	491,749.05
Funds received between July 1 2014 and May 12, 2015:	\$	118,727.34
Funds expended between July 1, 2014 and May 12, 2015:	\$	(10,234.58)
Funds encumbered	\$	(200.00)
Balance:	\$	600,041.81

EXPENDITURE SUMMARY

CDM Smith	\$	3,000.00
Law Office of Todd D. Rug	\$	4,100.00
STO-Cote Products	\$	3,134.58
Total:	\$	10,234.58



CITY OF MARLBOROUGH
Department of Public Works
Office of the Commissioner
135 Neil Street
Marlborough, Massachusetts 01752
(508) 624-6910 Ext. 7200
Facsimile (508) 624-7699 TDD (508) 460-3610

MEMORANDUM

TO: ARTHUR G. VIGEANT,
MAYOR

FROM: JOHN L. GHILONI, *J.L.G.*
COMMISSIONER OF PUBLIC WORKS

DATE: MAY 14, 2015

RE: SLIGO ANTENNA REVOLVING ACCOUNT #26219701-52415

The Revenue and Expenditures for the Sligo Antenna Revolving Account #26219201-52415 is as follows:

Balance as of July 1, 2014:	\$	594,540.37
Funds received between July 1, 2014 and May 12, 2015:	\$	98,716.09
Funds expended between July 1, 2014 and May 12, 2015:	\$	(260,108.28)
Funds encumbered	\$	(160,155.60)
Balance:	\$	272,992.58

EXPENDITURE SUMMARY

ADS Communicatons	\$	800.00
Arrow Fence Co. Inc.	\$	10,803.20
Central Steel Supply	\$	164.95
Certified Connections	\$	103.00
Construction Materials	\$	754.00

Sligo Antenna Revolving Account
Page 2

Fall River Electrical	\$	19,949.08
Fall River Retainage	\$	3,192.75
Kane-Perkins	\$	1,657.50
MUSCO Sports Lighting	\$	157,249.00
O'Brien & Sons	\$	39,433.80
Forenet, Inc.	\$	26,001.00
Total:	\$	260,108.28



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Office of the Mayor

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RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2015 MAY 14
Arthur G. Vigeant
MAYOR
Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Council President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Fire Department Promotions

Honorable President Pope and Councilors:

I am pleased to inform you that two firefighters have been chosen to be promoted in the Marlborough Fire Department. Upon the recommendation of Chief Geoffrey Herald, I have met with and approved the promotions of Lieutenant Brian Gould to Captain and Firefighter Frederick Johannes to Lieutenant.

Lieutenant Gould was appointed to the Marlborough Fire Department on April 22, 1991 as an Intermittent Firefighter and started as a full time firefighter in 1998. Lieutenant Gould has earned numerous certificates of training throughout his career including the Fire Officer 1 Course and the Hazardous Materials First Responders program. After nearly 9 years as a full time firefighter, Lieutenant Gould was promoted to Lieutenant in 2007.

Firefighter Frederick Johannes was appointed to the Marlborough Fire Department on November 27, 2000. Firefighter Johannes has also completed numerous training and certifications including Confined Space Rescue, Rapid Intervention, and various Hazardous Materials training courses.

The Marlborough Fire Department and the residents of Marlborough have been well served by Lieutenant Gould and Firefighter Johannes throughout their careers. Please join me in congratulating these highly qualified firefighters on their scheduled promotions to Captain and Lieutenant.

Sincerely,

Arthur G. Vigeant
Mayor



City of Marlborough

RECEIVED *Arthur J. Vigeant*
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

Office of the Mayor

2015 MAY 14 A 11:55
Nicholas Milano
EXECUTIVE AIDE

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

Patricia Bernard
EXECUTIVE SECRETARY

May 14, 2015

City Councilor President Patricia Pope
Marlborough City Council
140 Main Street
Marlborough, MA 01752

Re: Hologic, Inc. Amended Tax Increment Financing Agreement

Honorable President Pope and Councilors:

I am pleased to submit for your approval an amended Tax Increment Financing ("TIF") proposal from Hologic, Inc. ("Hologic").

This proposal extends the existing TIF by five years until the Fiscal Year 2020 and will assist in Hologic's relocation of its global corporate headquarters to its two existing locations in Marlborough. By moving its global corporate headquarters from Bedford to Marlborough, Hologic will add 150 employees to its workforce already in Marlborough, bringing the total company employment to over 600 positions in the City.

Hologic has decided to expand in Marlborough due to its location and access to a well-educated workforce with a high degree of knowledge within the life science sector. Hologic's interest in expanding their operations in Marlborough is an affirmation of Marlborough's continued economic growth and a credit to your efforts to attract companies to the City.

Fostering the economic growth of the life science industry is a high priority for the Commonwealth of Massachusetts and for the City of Marlborough. Hologic's relocation of its global corporate headquarters to Marlborough further cements the City as a hub for life science companies to grow and prosper in.

Since the existing TIF will end at the close of Fiscal Year 2015 and since the TIF Amendment must be approved by the Economic Assistance Coordinating Council (EACC) at its June 23, 2015 meeting, I am requesting that the City Council review the TIF Amendment and approve it at the next City Council Meeting on June 1, 2015.

According to the EACC, City Council approval is not necessary for me to execute the amended TIF Agreement, but I believe it is necessary to inform the City Council and provide you with an opportunity to review the amended TIF Agreement.

Thank you for your attention to this request. Please do not hesitate to contact me with any questions or to discuss the amended TIF Agreement with Hologic in greater detail.

Sincerely,

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

Arthur G. Vigeant
Mayor

Enclosures: Amended TIF Agreement
Local Evaluation Form



VIA EMAIL AND FEDEX DELIVERY

May 8, 2015

Mayor Arthur G. Vigeant
City of Marlborough
140 Main St.
City Hall, 4th Floor
Marlborough, MA 01752

Re: Tax Increment Financing Agreement between the City of
Marlborough, Hologic, Inc. and 445 Simarano Drive Marlborough, LLC
dated October 30th, 2006 (the "TIF Agreement")

Dear Mayor Vigeant:

This letter serves as notification by Hologic, Inc. ("Hologic") to the City of Marlborough of our intent to expand operations in the City and thus our formal request to amend the TIF Agreement.

We are excited to announce that Hologic intends to relocate its global headquarters from Bedford to Marlborough subject to the final approval of our Board. As part of the relocation of the Hologic global headquarters to Marlborough, we would move an additional 150 employees from Bedford to our two Marlborough sites - 250 Campus Drive and 445 Simarano Drive. The additional jobs relocated to Marlborough will bring the total company employment to over 600 positions in Marlborough.

We propose that the TIF Agreement be amended as discussed with the Marlborough Economic Development Corporation and as set forth on the attached amended draft. It is our understanding that you will introduce these changes at the upcoming Council Meeting on May 18, 2015. We appreciate the continued support of the City and the Commonwealth with not only the success of our business, but also our global headquarters relocation project.

~~We look forward to collaborating with you and your staff to ensure its timely and successful completion.~~

Sincerely,

Eric Compton
Chief Operating Officer
Hologic, Inc.

cc: Tim Cummings
Enclosure: Amended TIF Agreement - Draft

AMENDED
TAX INCREMENT FINANCING AGREEMENT
BETWEEN
THE CITY OF MARLBOROUGH (Alternatively, the "City"),

HOLOGIC, INC. (Alternatively, the "Company")
AND
445 SIMARANO DRIVE MARLBOROUGH, LLC (Alternatively, the "Property Owner")

THIS AMENDED TAX INCREMENT FINANCING AGREEMENT (the "Amended TIF Agreement") is made this ___ day of May, 2015 by and between the City, the Company, and the Property Owner.

WHEREAS, Cytac Corporation was acquired by the Company October 22, 2007; and

WHEREAS, the Company is a Delaware corporation presently having its principal office at 35 Crosby Drive Bedford, MA 01730, and is authorized to do business in Massachusetts; and

WHEREAS, the Company intends to relocate its global corporate headquarters to 250 Campus Drive, Marlborough, MA, subject to approval of its Board of Directors; and

WHEREAS, the Property Owner is a Massachusetts Limited Liability Company having its principal office at Metropolis Partners, Inc. 1 Ferry Building, Suite 255, San Francisco 94111, and is authorized to do business in Massachusetts; and

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

WHEREAS, the Company plans to continue the use of the 176,0203 square foot building located at 445 Simarano Drive in Marlborough, Massachusetts, shown on Marlborough's City Assessor's Map 116, Parcel 1 (hereinafter the "Property"), where it intends to relocate some employees from its Bedford property; and

WHEREAS, the Property is located within the boundaries of the Marlborough-Framingham 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 Property is located within the 445 Simarano Drive Economic Opportunity Area (EOA) (as that term is used in Massachusetts General Laws, Chapter 23A, Section 3E, and referred to below as the "EOA"); and

WHEREAS, the Company intends to create 150 permanent new, full-time jobs, which will bring the total company employment to over 600 positions, at the two locations - 445 Simarano Drive and 250 Campus Drive; and

WHEREAS, the parties to the Agreement are desirous of entering into an amendment of the Tax Increment Financing (TIF) Agreement dated October 30, 2006 in accordance with the Massachusetts Economic Development Incentive Program (EDIP) and Chapter 23A, Chapter 40, § 59 and Chapter 59, § 5 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 economy and stronger tax base; and

WHEREAS, the Project will further the economic development goals and criteria established for the ETA and EOA;

NOW THEREFORE, in consideration of the mutual promises of the parties contained herein, the parties hereby agree as follows:

A. THE CITY'S OBLIGATIONS

1. The City Council initially approved the provisions of the original TIF Agreement on October 30, 2006 (see attached resolution) and approved the amended language on May ____, 2015. The City Council hereby authorizes the Mayor to execute this Amended TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and the Property Owner with this Amended 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 EACC.

2. A Tax Increment Financing Exemption (the "Exemption") is hereby granted to the Property Owner and the Company by the City in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5, Clause Fifty-first of the Massachusetts General Laws. The Exemption shall be for a total period of thirteen (13) years (the "Exemption Period"), commencing on July 1, 2007 (the beginning of fiscal year 2008) and ending on June 30, 2020 (the end of fiscal year 2020), and shall provide an exemption from taxation on the incremental value of the Property, as follows:

Year	Company Space - TIF Exemption Percentage	Pro Rata Share of the Property Actually Leased	Exemption Applicable to the Property (the "Exemption Percentage")
FY2008	95%	0.793	75.3%
FY2009	90%	0.793	71.4%
FY2010	85%	0.793	67.4%
FY2011	75%	1.000	75.0%
FY2012	10%	1.000	10.0%
FY2013	10%	1.000	10.0%
FY2014	5%	1.000	5.0%
FY2015	5%	1.000	5.0%
FY2016	50%	0.827	41.35%
FY2017	50%	0.827	41.35%
FY2018	50%	0.827	41.35%
FY2019	50%	0.827	41.35%
FY2020	50%	0.827	41.35%

The chart above is illustrative. The actual Pro Rata Share in any given year will be determined by dividing the floor area of the Company Space actually leased (in such year) by the total floor area (176,020 s.f.) of the building on the Property. In any year in which the Company leases the entire building, the Pro Rata Share would be 100%. The actual Exemption Percentage in any given year is the product of the Company Space - TIF Exemption Percentage times the Pro Rata Share of the Property Actually Leased.

The Property is currently eligible for exemption and will continue to be eligible on July 1, 2015 following the action of the EACC approving this TIF Agreement amendment, as provided in 760 CMR 22.05(4)(d).

3. The base valuation shall be the assessed value of the Property in the base year. The base year is the fiscal year immediately preceding the fiscal year in which the Property becomes eligible for a Tax Increment Financing Exemption. The base year for this Amended TIF Agreement is fiscal year 2007 and the base valuation for the Property was determined on or about the fall of 2006. The incremental value of the Property is the difference, in any given year, between the assessed value of the Property in such year and the base value (as adjusted by the adjustment factor described below). The incremental value of the Property is the amount eligible for exemption from Chapter 59 property taxation. All exemptions will be enacted upon realization of an increase in the assessed value of the Property that results from new investment by the Company.
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 and in 760 CMR 22.00. This adjusted base valuation will remain fully taxable (i.e., 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 Amended TIF Agreement. The increased value of "increment" created by improvements to Company Space will be the amount eligible for exemption from taxation (calculated and applied as provided in paragraph 2 of this Section A).

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

1. The City is granting the Tax Increment Financing Exemption for the Property in consideration of the Company's commitment to:
 - a. Maintain its current employment level of 454 permanent full-time jobs and permanent part-time jobs in the City;
 - b. Capital investment of approximately \$7.5 million, in addition to the \$24 million already invested, in two locations in Marlborough, and pay all municipal permit fees required in connection with such improvements and investments; and in consideration of the commitment of both the Company and the Property Owner to timely pay all of their taxes owed to the City over the term of this Amended TIF Agreement.

The Company agrees to create and, over the term of this Amended TIF Agreement, maintain 150 permanent new full time employee jobs open to qualified residents of Marlborough and the ETA region, "new" being defined as the total jobs that exceed the current employment level of 454 located in the Company's two sites in Marlborough and "permanent full-time employee" being defined in 402 C.M.R. 2.03 ("New Permanent Full-Time Employees"), according to the following schedule:

<u>Fiscal Year</u>	<u>Minimum Total Permanent New Full-Time Job Requirement</u>
2016 (as of 6/30/16)	75
2017 (as of 6/30/17)	150
2018 (as of 6/30/18)	150
2019 (as of 6/30/19)	150
2020 (as of 6/30/20)	150

In meeting its commitment above, and consistent with all federal, state and local laws and regulations, the Company agrees to use reasonable commercial efforts to open new permanent full-time employee jobs at the Company's two sites in Marlborough to qualified residents of Marlborough and then the regional ETA.

2. The Company shall submit annual written reports on job creation, job retention, and new investments at the Property to the City's Mayor (or to the Mayor's designee) and to the Massachusetts Economic Assistance Coordinating Council by the end of September of each year with respect to the immediately preceding fiscal year during which this Amended TIF Agreement is in effect. Reports shall be submitted for the fiscal year beginning on July 1, 2015, and for every fiscal year thereafter falling within the term of this Amended TIF Agreement; the first report, therefore, shall be submitted by the end of September 2015. The annual report shall include: (a) employment levels at the Property at the beginning and end of the reporting period; (b) the specific number of ETA and Marlborough residents employed at the Property at the beginning and at the end of the reporting period; (c) a full accounting of the reasonable commercial efforts made by the Company to open new permanent full-time jobs at the Property to qualified residents of Marlborough and then to the regional ETA; (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 Company for the purchase of new machinery and equipment at the Property; (e) the Company's financial contribution to the City (including property taxes, motor vehicle excise taxes, and water and sewer fees) for the fiscal year; and (f) a description of any private investment, including but not limited to donations and/or perpetual maintenance of land for recreational purposes, made by the Company for the benefit of the community during the reporting period. During the term of this Amended TIF Agreement, the Company will also provide the City with any information related to the Property and/or the Company's improvements thereto which the parties mutually agree upon be provided.

3. The Tax Increment Financing Exemption percentage will automatically be adjusted downward in any particular year that the Company does not meet the minimum total permanent new full-time job requirements described above, "new" being defined as exclusive of those permanent full-time jobs relocated to the Property from Company's facility on Campus Drive in Marlborough. This exemption percentage will be changed for the fiscal year beginning after the job requirement date utilizing the following formula:

$$(\text{Actual Total Permanent New Full-Time Job Level} / \text{Minimum Total Permanent New Full-Time Job Requirement}) \times \text{Scheduled Exemption Percentage} = \text{Actual Exemption Percentage}$$

For example, if the actual total new full-time job level at the end of FY 2017 is 100, then the exemption percentage for FY 2018 will be $(100/150) \times 41.35\%$ or 27.57%.

The exemption percentage for later years will revert back to the original schedule above if the Company restores the job level based on the minimum total requirement for that later year. If the Company meets or exceeds its total permanent new full-time job requirements, the exemption schedule will not change.

4. The Company will be in default of its respective obligations under this Amended TIF Agreement if the City determines that the Company fails to meet or comply with any of the requirements of 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 take such action as it deems appropriate to enforce the Company's obligations under this Amended TIF Agreement, including but not limited to, a request that EACC decertify the Property for eligibility for a Tax Increment Financing Exemption; any such request would be in addition to the automatic downward adjustment of the exemption schedule described in Paragraph 3 above. Upon any such decertification, the City shall have the right, upon written notice to the Company, to terminate the Tax Increment Financing Exemption benefits described in Paragraph 1 of this Section B, 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 250 Campus Drive, Marlborough, MA 01752. Said notice shall be effective upon receipt.

5. If, at any time prior to the expiration of the term on this Amended TIF Agreement, the Company moves from, vacates, abandons, or otherwise fails to maintain operations at the Property, 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 the Property	Percentage of Tax Savings from Prior Fiscal Year to be Paid Back to City
2016	90%
P 2017	80%
a 2018	70%
y 2019	60%
- 2020	50%
b	

The payback 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.

If the Company plans to move from the Property, the City shall be given sixty (60) days' written notice prior to any move from the Property. The City shall not, except as required by law, disclose any information provided by the Company regarding any move from the Property.

6. The Company shall use reasonable efforts to solicit qualified Marlborough businesses, vendors and suppliers to participate in requests for quotations for goods and services to be purchased by Company for the Company's proportionate share of the Property, including but not limited to the improvements to the building on the Property as well as the purchase of new machinery and equipment at the Property.

C. OTHER CONSIDERATIONS

1. Nothing in this Amended TIF Agreement, express or implied, will give or be construed to give to any person or entity other than the Company, the Property Owner and the City, any legal or equitable right, remedy or claim under the terms and provisions hereof, or under any covenant or provision herein contained, all such covenants and provisions being for the sole and exclusive benefit of the parties hereto. The foregoing notwithstanding, any subsequent owner or assignee of the Property shall be entitled to the benefits and burdens of this Agreement, in accordance with applicable law and regulation, so long as the Project has not been decertified by EACC.
2. 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.
3. 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.
4. The Property Owner shall pass all real estate property tax savings resulting from this Amended TIF Agreement to the Company.
5. The effective date of this Amended TIF Agreement shall be June __, 2015, the presumptive date of final approval by the Economic Assistance Coordinating Council.

All notices, reports or other communications required or permitted under this Amended 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: Hologic, Inc.
Attention: Chief Operating Officer
250 Campus Drive
Marlborough, MA 01752

OWNER: 445 Simarano Drive Marlborough LLC
Metropolis Partners, Inc.
1 Ferry Building, Suite 255
San Francisco 94111

WITNESSETH the execution and delivery of this Amended TIF Agreement by the City of Marlborough, Hologic, Inc., and 445 Simarano Drive Marlborough LLC as an instrument under seal as of the date first above written.

AGREED TO:

HOLOGIC, INC.

By: _____
Name: Eric Compton
Title: Chief Operating Officer

Dated: _____, 2015

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2015, before me, the undersigned notary public, personally appeared Eric Compton, as Chief Operating Officer of Hologic, 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: _____

445 SIMARANO DRIVE MARLBOROUGH LLC

By: _____

Dated: _____, 2015

Name: _____

Title: _____

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2015, before me, the undersigned notary public, personally appeared _____, as _____ of 445 Simarano Drive Marlborough LLC, and proved to me through satisfactory evidence of identification, which was _____, that she/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: _____

Dated: _____, 2015

Arthur G. Vigeant
Mayor
City of Marlborough

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 THE SECRETARY
OF
HOLOGIC, INC.**

May __, 2015

The undersigned, _____, hereby certifies as follows:

1. The undersigned is the duly elected Secretary of Hologic, Inc., a Delaware corporation (the "Company").
2. The undersigned hereby certifies that Eric Compton, as Chief Operating Officer of the Company, is authorized to execute binding agreements on the Company's behalf, including without limitation the Amended Tax Increment Financing Agreement among the City of Marlborough, the Company, and 445 Simarano Marlborough LLC.

The undersigned has executed this certificate as Secretary of the Company as of the date first written above.

Secretary

\$0



Estimated Real Property Tax Savings CYTYC Corporation (i.e. Hologic) 445 Simarano Drive, Marlborough, MA

	Year	Base Valuation	Improvement Value	Est. New Assessment	Tax Rate	Tax From New Development	Tax @ 100% Value	TIF % Exemption	Taxes Paid Each Year	TIF Benefit Each Year	
Fiscal Year	2006	Base	\$6,762,100		\$23.95	-	\$161,952	-	\$161,952	-	
	2016	9	\$7,847,693	\$2,816,231	\$10,663,925	\$27.43	\$77,249	\$292,511	50%	\$253,887	\$38,625
	2017	10	\$7,965,409	\$2,858,475	\$10,823,883	\$27.43	\$78,408	\$296,899	50%	\$257,695	\$39,204
	2018	11	\$8,084,890	\$2,901,352	\$10,986,242	\$27.43	\$79,584	\$301,353	50%	\$261,561	\$39,792
	2019	12	\$8,206,163	\$2,944,872	\$11,151,035	\$27.43	\$80,778	\$305,873	50%	\$265,484	\$40,389
	2020	13	\$8,329,255	\$2,989,045	\$11,318,301	\$27.43	\$81,990	\$310,461	50%	\$269,466	\$40,995
	Totals					\$575,785	\$2,180,265		\$1,925,803	\$199,004	
									Gross Savings	\$199,004	

Assuming:

* Base Assessment	\$6,762,100
** Initial improvement value captured by the TIF	\$2,500,000
*** Tax Rate	Changes
*** Inflation Factor	1.50%

* Current base valuation

** Assumes an initial improvement value of approximately \$2.5M

*** Rather than add an inflation factor to the Commercial tax rate, a generally accepted inflation factor of 1.5% was added to both the base valuation and initial improvement value

May 3, 2015

Marlborough City Council
140 Main Street
Marlborough, MA 01752

It is our understanding that the 88 acres located on Shoestring Hill are, once again, on the market. Although development of this parcel may be enticing for those considering the additional tax dollars development would generate, the City should consider the value of this property with respect to enhancing the quality of life of its citizens as well as the cost of associated additional infrastructure and government services which development will require.

While the benefits of preserving Shoestring Hill's pristine ecology may be difficult to quantify, no one can argue that, in its current state, it provides the last significant parcel of open space in the City. We need to be stewards of our diminishing natural resources protecting wildlife habitats and serving to educate our children to value these precious resources. In addition, as part of a master plan with proposed connections to existing recreational areas such as Jericho, Shoestring Hill has the potential to provide for hiking, mountain biking, snowshoeing and other physical activities which would promote the health of our citizens. Our connections with the natural world are few and far between in these hectic times; however, we have the opportunity here to provide a tranquil, quiet experience and to enjoy the diversity of animals and plants within our own community.

Protecting open space improves the quality of life for which a community is known which, in turn, attracts businesses to open or relocate in that area which, in turn, stimulates economic growth. Avoiding the costs associated with development as well as raising the image of our City as one willing to invest in its residents have significant positive benefits for City's financial bottom line.

Shoestring Hill cannot be replicated. We respectfully urge the Mayor and City Council to consider the purchase of this land parcel to protect it for future generations. This could be one of the last opportunities to provide a significant and meaningful legacy to leave to the City.

Sincerely,

Jeffrey and Karen Kisty

cc: Mayor Arthur Vigeant

WILLIAM F. BREWIN, JR.
ATTORNEY AND COUNSELLOR AT LAW
277 MAIN STREET
MARLBOROUGH, MA 01752

TEL: (508) 460-3484
FAX: (508) 624-4599
E-MAIL: WBREWIN@VERIZON.NET
WWW.BREWNLAW.COM

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 MAY 13 P 4: 05

VIA HAND DELIVERY

May 11, 2015

City Council
City of Marlborough
Tricia Pope, President
City Hall, 140 Main Street
Marlborough, MA 01752

RE: NOTICE PURSUANT TO M.G.L. c.61 §8 OF INTENT TO SELL FOR USE
OTHER THAN FOREST LAND
421 BOLTON STREET, MARLBOROUGH, MA
ASSESSOR'S MAP: 30-13 and 30-14

Dear Ms. President and members of the City Council,

Please be advised that this office represents Richard C. Cochrane and Jill E. Cochrane (the "Cochranes"), owners of property at 421 Bolton Street, Marlborough, Massachusetts (the "Property").

The Cochranes hereby provide notice pursuant to M.G.L. c.61 §8 of their intent to sell the Property for use other than the uses allowed under M.G.L. c. 61.. They have executed a Purchase and Sale Agreement dated April 30, 2015 to sell the above referenced land to BSL Marlborough Development, LLC for \$1,500,000.00.

I also enclose the following:

1. Certified copy of an executed Purchase and Sale Agreement specifying the purchase price and all terms and conditions of the proposed sale;
2. Statement of intent to sell;
3. Statement of proposed use of the land; and
4. Location and acreage of the land.
 - a. Boundary Survey Plan dated May 24, 2013 Prepared For Richard C. and Jill E. Cochrane, by Hancock Associates, Lot 30-13, 82 AC, Lot 30-14-.62AC
 - b. City of Marlborough Assessor's Map
 - c. City of Marlborough GIS Map

May 11, 2015
Page Two
City Council

The Boundary Plan shows Map 30, Lot 13 as being 14.82 acres +/- and the City Assessor's Map 30 shows Lot 13 as being 10.95 acres.

The name, address and telephone number of the landowner is as follows:

Richard C. Cochrane
Jill E. Cochrane
421 Bolton Street
Marlborough, MA 01752
508-485-0683

Please proceed with the review of a first refusal option under General Laws of Massachusetts, Chapter 61, Section 8.

Please feel free to contact me with any questions you may have.

Very truly yours,



William F. Brewin, Jr.

WFB/bs
Enclosures

cc: Richard C. Cochrane
Jill E. Cochrane

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("Agreement") is made and entered into this 30 day of April, 2015, by and between **Richard C. Cochrane and Jill E. Cochrane**, as tenants in common individuals residing at 421 Bolton Street Marlborough, Massachusetts, ("Seller") and **BSL Marlborough Development LLC**, a Delaware limited liability company ("Purchaser").

WHEREAS, Seller is the owner of approximately 15 acres of land located at 421 Bolton Street Marlborough, as further described on Exhibit A attached hereto (the "Property"); and

WHEREAS, Purchaser is interested in purchasing the Property in order to develop an assisted living community containing not less than 50 assisted living and memory care units together with associated common area amenities and related site improvements (the "Intended Use" or the "Project"); and

WHEREAS, Seller desires to sell and Purchaser desires to purchase the Property for development of the Project, pursuant to the terms, provisions and conditions herein,

NOW, THEREFORE, in consideration of Ten Dollars (\$10.00), cash in hand paid, the receipt and sufficiency of which are hereby acknowledged, the premises, the mutual covenants and conditions set forth herein and other good and valuable consideration, and intending to be legally bound hereby, the parties hereby agree as follows:

1. PURCHASE AND SALE OF PROPERTY.

1.1 Subject to the terms and conditions herein contained Seller agrees to sell and Purchaser agrees to purchase the Property and all rights, appurtenant thereto for utilities, ingress and egress or other appurtenant rights as described in Exhibit A.

1.2 The Property shall include all privileges, rights, easements and appurtenances belonging to such land and right, title and interest (if any) of Seller in and to any streets, alleys, passages or other rights-of-way or appurtenances included in, adjacent to or used in connection with such land and all right, title and interest (if any) of Seller in all mineral rights appurtenant to such land.

2. PURCHASE PRICE AND DEPOSIT.

2.1 The purchase price for the Property shall be One Million Five Hundred Thousand Dollars (\$1,500,000.00) (the "Purchase Price") payable in full at the date set for delivery of the deed (the "Closing") established in Paragraph 10, subject to adjustments as hereinafter provided.

2.2 Purchaser shall deposit with Fidelity National Title Company, Inc. as Escrow Agent, a deposit in the amount of Fifty Thousand Dollars (\$50,000.00) (the "Initial Deposit"), within five (5) business days after the Effective Date. Purchaser and Seller have contemporaneously herewith executed the Escrow Agreement attached hereto as Exhibit B.

2.3 The Deposit shall be refundable to the Purchaser if (i) Purchaser terminates this Agreement on or before the end of the Feasibility Study Period, in accordance with Section 5.2, below, or (ii) this Agreement is terminated in accordance with Sections 6.6 or Section 11.2 below, or (iii) Seller defaults under Seller's obligations hereunder, or (iv) any representation of Seller herein shall be untrue in any material respect, or (v) there is a failure of a condition to close under Section 9 hereof.

2.4 The Deposit shall be held in an insured, interest bearing account, for which Purchaser and Seller shall provide forms W-9 to the Escrow Agent. Accrued interest on the Deposit will be divided equally between Purchaser and Seller at the Closing. If the Closing does not occur, the interest will follow the Deposit.

3. **TITLE AND SURVEY**

3.1 Title to the Property shall be conveyed to Purchaser at Closing in fee simple by Quitclaim Deed, free and clear of any and all liens, claims, encumbrances, mortgages, deeds of trust, and security interests but subject to all Permitted Exceptions.

3.2 Purchaser shall obtain a Commitment for Title Insurance (the "Title Commitment") from a title company (the "Title Company"), committing to insure upon the payment of a requisite premium at standard rates that Purchaser shall own good, clear record and marketable fee simple title to the Property, subject only to the Permitted Exceptions, as defined herein. Purchaser shall also have the right to obtain a survey ("Survey") covering the Property. Purchaser shall have until the expiration of the Feasibility Study Period, as defined herein below, within which to object, by written notice to Seller ("Purchaser's Title Objection Notice"), to any exceptions to title set forth in the Title Commitment or in the Survey. Purchaser shall be deemed to approve of any exceptions contained in the Title Commitment as of its date to which Purchaser does not object in Purchaser's Title Objection Notice. In the event that Purchaser shall object to any exceptions to title or in the Survey, Seller shall be deemed to have agreed to cure such defect or to remove such objection at or before the Closing, provided, however, that Seller shall have seven (7) Business Days from the date of Purchaser's Title Objection Notice by a response notice to Purchaser ("Seller's Response Notice") to decline to cure objections to title which (i) are not monetary liens and (ii) would reasonably be expected to cost in excess of Ten Thousand Dollars (\$10,000.00) to cure. In the event that Seller shall exercise its rights to decline to cure a defect contained in Purchaser's Title Objection Notice, then the Feasibility Study Period shall be deemed to be extended until a date seven (7) days after Seller's Response Notice, during which extended time Purchaser may terminate this Agreement pursuant to Paragraph 5.3 with the same effect as if this Agreement had been terminated during the Feasibility Study Period prior to its extension. Seller shall in any event be obligated to remove or cure any objections which (i) are monetary liens, or (ii) would reasonably be expected to cost less than Ten Thousand Dollars (\$10,000.00) to cure.

3.3 The term "Permitted Exceptions", as used herein, shall mean (i) the lien of real estate taxes not yet due and payable, (ii) all matters revealed in Seller's deed attached as Exhibit A and the Title Commitment obtained by Purchaser and approved or deemed approved by Purchaser as provided in Paragraph 3.2, (iii) all existing building, zoning and other city, state, county or federal laws, codes and regulations affecting the Property, and (iv) any title exception created directly by any act or omission of Purchaser or its authorized representatives, agents, employees or invitees.

4. **DOCUMENTS.**

Immediately upon execution of this Agreement, and thereafter promptly as the same come into Seller's possession or control until Closing, Seller shall deliver to Purchaser or otherwise provide, as appropriate, a completely legible copy of the following documents and information relating to the Property, if such documents and information are in the possession or control of Seller: all environmental reports (including information regarding underground fuel storage tanks); geotechnical information for the site; title update including title insurance policy, any deed restrictions or easements; all surveys or site plans; site/civil, architectural and engineering plans prepared for any previously proposed development of the Property; any documentation or plans related to wetlands, water-related setbacks, restrictions of use including any Order of Conditions, certificates of compliance, violation notices or other items; any traffic

or curb cut information available including restrictions on access, any direct or indirect highway access permits or required off-site mitigation and improvements; any documentation related to historic use and restrictions; any reports or information regarding utility availability or lack of availability including sewer, water, electric, gas and cable TV; all permits and approvals issued previously for the Property; all notices of any claims by any person or governmental authority relating in any way to the Property; and any and all other contracts, permits, licenses, agreements, plats, architectural drawings, zoning materials, access and traffic studies, engineering studies; any and all existing, proposed or proffered conditions and agreements accepted and agreed to by Seller (or any predecessor in title to Seller if such documents are in the possession of Seller) as a condition to development of the Property; any and all applications or submissions made to, approvals granted by and correspondence with the City of Marlborough or the Massachusetts Department of Transportation, the Massachusetts Department of Environmental Protection, and all other federal, state, and local agencies with regard to the Property; any and all development plans, bills or correspondence relating to real estate taxes or assessments (each and collectively, the "Seller's Documents").

5. **FEASIBILITY STUDY PERIOD.**

5.1 Purchaser, its agents, contractors, engineers, surveyors, attorneys, employees and invitees shall have the right for a period of ninety (90) days from the later to occur of (i) Seller's written confirmation to Purchaser that it has delivered to Purchaser all of Seller's Documents and the Feasibility Study Period has commenced and (ii) the Forest Land Declination Date as defined in Section 5.2 (the "Feasibility Study Period"), and at any time during or after the Approval Period as defined herein at any time upon reasonable advance notice (which notice may be non-written and provided orally by telephone or in person), but in no event shall more than 48 hours notice be required, to enter the Property to make studies, tests, analyses, or other determinations desired by Purchaser, including soil borings, drainage studies, surveying, soil testing, environmental studies, hazardous materials inspections, engineering studies, sanitary and storm water studies, utility studies, topographic studies, traffic impact studies, and other inspections, tests and studies of the Property as Purchaser deems necessary, with all costs borne by Purchaser. Purchaser shall be entitled to inspect all aspects of the Property. Seller understands that physical and invasive testing may be required to verify the condition of the Property provided however that no testing shall be done until Seller has been notified in writing of the scope of the testing, the methodologies to be used, and the identities of the consultants/contractors retained by the Purchaser. Seller may request copies of the results of any inspections, tests, or studies performed on or regarding the Property by Purchaser, and Purchaser shall provide such copies promptly upon Seller's request therefor. Except for loss, cost, claims, damage or expense caused by (1) the acts of the Seller or its agents, employees, contractors, subcontractors or representatives, (2) any claims of diminution in the value of the Property as a consequence of the results revealed by such tests and inspections or (3) any pre-existing condition of the Property, Purchaser agrees to indemnify and hold Seller harmless for any loss, cost, or damage to Seller resulting from the exercise of those rights granted by this Paragraph to Purchaser. Purchaser shall reasonably restore the Property if it is materially changed as a result of the exercise of any of the rights granted herein. Purchaser will provide Seller with a certificate of insurance two (2) days prior to commencement of any work or testing insuring Purchaser's contractors and naming Seller as additional insured.

5.2 Purchaser and Seller acknowledge that the Property is currently subject to a tax classification and lien as forest land under M.G.L. c.61 pursuant to a notice recorded with Middlesex County (Southern District) Registry of Deeds in Book 63224 Page 584. Promptly upon the occurrence of the Effective Date as defined in Section 16.8 the Seller's shall give to the City of Marlborough the notice required by M.G.L. c. 61 §8, and the Purchaser shall thereafter use diligent efforts to obtain an election of the City of Marlborough not to exercise the option provided for in M.G.L. c. 61 §8. Notwithstanding the provisions of M.G.L. c 61 §8 21st paragraph, the failure to record a notice shall not for purposes of this Agreement be deemed conclusive evidence that the City has not exercised its option. For purposes of this Agreement to

only evidence that the City has not exercised its option will be the recording of a notice of non-exercise signed by the Mayor of Marlborough pursuant to M.G.L. c. 61 §8 26th paragraph and recorded within 120 days of the date on which the Seller gives notice under M.G.L. c. 61 §8. The date on which the notice of non-exercise by the City of Marlborough is recorded is referred to in Section 5.1 hereof as the Forest Land Declination Date.

5.3 Purchaser may elect, in its sole and unreviewable discretion, by giving written notice to Seller on or before 5:00 p.m. on the Business Day immediately following either (i) the 125th day after the Effective Date if the Forest Land Declination Date has not then occurred or (ii) the last day of the Feasibility Study Period as it may be extended pursuant to Paragraph 3.3, to terminate this Agreement for any reason (or for no reason whatsoever), and if Purchaser shall so terminate this Agreement Purchaser shall receive the Initial Deposit, together with any and all accrued interest, within five (5) days thereafter. In the absence of such notice, this Agreement shall remain in full force and effect.

6. APPROVAL PERIOD.

6.1 Following the expiration of the Feasibility Study Period (unless Purchaser elects to terminate), Purchaser at Purchaser's sole cost and expense, shall use commercially reasonable efforts to obtain all necessary Federal, State and local permits and approvals necessary or desirable, in Purchaser's sole discretion, to construct and operate the Project, including a building permit (collectively, the "Permits and Approvals").

6.2 Purchaser shall have a twelve (12) month period following the expiration of the Feasibility Study Period (the "Approval Period") to obtain the Permits and Approvals for the Project. Seller agrees to fully cooperate with Purchaser in this effort. The Approval Period shall be extended to resolve or defend any and all appeals at Purchaser's election and sole cost and expense.

6.3 So long as Purchaser is proceeding diligently to obtain the Permits and Approvals, the Approval Period may be extended by Purchaser in its sole discretion for up to three (3) additional six (6) month periods (each an "Extension") by written notice (which may be electronic) given to Seller not less than two (2) days prior to the end of the then current Approval Period. Within 2 days after each notice of Extension Purchaser shall pay to Seller an extension payment ("Extension Payment") in the amount of Ten Thousand and no/100 (\$10,000.00) Dollars. Extension Payments shall be applied against the Purchase Price at Closing but shall otherwise be non-refundable except if (i) Seller defaults under Seller's obligations hereunder, or (ii) any representation of Seller herein shall be untrue in any material respect, or (iii) there is a failure of a condition to close under Section 9 (a) - (d) hereof.

6.4 If at any time during the Approval Period as it may be extended (a) the Permits and Approvals have not been issued or have been issued containing conditions which are not satisfactory to Purchaser, in Purchaser's sole discretion, (b) Purchaser determines in its commercially reasonable judgment that it is unlikely that the Permits and Approvals will be issued or that the Permits and Approvals if issued will be issued with conditions that are unacceptable to Purchaser, then Purchaser shall have the right in its sole and unreviewable discretion to terminate this Agreement by written notice given to the Seller, in which event the Deposit shall be promptly refunded to Purchaser and this Agreement shall be of no further force or effect, except for the provisions thereof that specifically state they shall survive termination of this Agreement.

6.5 The Permits and Approvals will not be deemed to have been granted unless they are (i) final beyond appeal with no appeals filed or any appeals resolved in favor of the Project, and (ii) exercisable for at least one year after the Approval Date. The date on which the Permits and Approvals

are deemed granted shall be the "Approval Date". The Approval Date will be memorialized in a notice from Purchaser to Seller.

6.6 In the event any of the Permits and Approvals shall be the subject of any appeal or similar proceeding challenging the granting or non-issuance of any of the Permits and Approvals to any court or administrative agency (an "Appeal") the Purchaser shall have the right, but not the obligation to extend the Approval Date for such time as may be required for resolution of any such Appeal provided that:

(a) Resolution of any such Appeal shall be at the sole cost and expense of Purchaser;

(b) Purchaser shall diligently pursue resolution of such Appeal to conclusion; and

(c) Purchaser shall regularly inform Seller of the status of such Appeal.

Provided, however, if at any time Purchaser shall determine in Purchaser's sole judgment to abandon resolution of such Appeal then Purchaser may do so in which event (i) Purchaser may terminate this Agreement under Section 6.4 or (ii) the Approval Date will be deemed to have occurred if Purchaser does not terminate this Agreement.

7. ENVIRONMENTAL CONDITION OF PROPERTY

7.1 If during the Feasibility Study Period Purchaser shall discover, find, locate, learn of or otherwise become aware of any Hazardous Materials (as hereinafter defined) on, in, or under the Property, Seller shall, at its sole cost and expense, prior to the end of the Approval Period as herein defined remove or remediate the same in compliance with all applicable laws, rules, and regulations pertaining thereto and to the standard required for the use of the Property for the Intended Use and construction thereon of the Project ("Applicable Laws"), including without limitation making all filings and registrations with the proper agencies in accordance with Applicable Laws (the "Remediation").

7.2 If Seller shall not have undertaken and completed the Remediation prior to the end of the Approval Period Purchaser shall have the option, exercisable in its sole discretion, to

(a) extend the Approval Period to permit Seller additional time to complete the remediation; or

(b) terminate this Agreement on written notice to Seller in which event the Deposit together with all interest and earnings thereon shall be promptly returned to Purchaser and the parties shall have no further rights or obligations hereunder, except those which by their express terms are intended to survive the expiration or earlier termination of this Agreement, or

(c) allow the Seller until the Closing to undertake and complete the Remediation.

7.3 At the Closing if Seller shall not have undertaken and completed the Remediation, Purchaser shall have the option, exercisable in its sole discretion, to:

(a) extend the date for Closing to permit Seller additional time to complete the Remediation, or

(b) terminate this Agreement on written notice to Seller in which event the Deposit together with all interest and earnings thereon shall be promptly returned to Purchaser and the parties shall have no further rights or obligations hereunder, except those which by their express terms are intended to survive the expiration or earlier termination of this Agreement, or

(c) elect to complete the Remediation after the Closing at Seller's cost and expense but subject to the Cap, in which case there shall be taken from the Seller's sale proceeds an amount equal to the Estimated Remediation Costs (as hereinafter defined) (the "Withheld Amount") for the purpose of paying the costs of the Remediation.

7.3 If Purchaser elects to complete the Remediation at Seller's cost as provided in Section 7.2(c) above:

(a) The Withheld Amount shall be deposited with the Title Company as escrow agent ("Escrow Agent").

(b) Purchaser shall obtain one or more estimates of the costs ("Estimated Remediation Costs") of filings and remediation recommended by Purchaser's state licensed environmental engineer (the "Environmental Engineer") including:

(i) estimated costs of professional services of the Environmental Engineer for outlining the scope of services, review of test results, drafting the scope of remediation and creation of all usual, customary and necessary filings as required by applicable law;

(ii) all costs of testing, retesting and confirmation of results; and,

(iii) all costs of remediation, contractors, testing agencies and permits.

(c) After the Closing Purchaser shall undertake Remediation of the Property in accordance with the recommendations of the Environmental Engineer and the Estimated Remediation Costs. Escrow Agent may pay from the Withheld Amount all remediation costs incurred by Purchaser.

7.4 For purposes hereof, "Hazardous Materials" shall mean any substance which is or contains: (i) any "hazardous substance" as now or hereafter defined in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 U.S.C. Section 9601 et seq.) or any regulations promulgated thereunder; (ii) any "hazardous waste" as now or hereafter defined in the Resource Conservation and Recovery Act (42 U.S.C. Section 6901 et seq.) or regulations promulgated thereunder; (iii) any substance regulated by the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.); (iv) gasoline, diesel fuel or other petroleum hydrocarbons; (v) asbestos and asbestos containing materials, in any form, whether friable or nonfriable; (vi) polychlorinated biphenyls; (vii) radon gas; or (viii) any additional substances or materials which are now or hereafter classified or considered to be hazardous or toxic under any laws, ordinances, statutes, codes, rules, regulations, agreements, judgments, orders and decrees now or hereafter enacted, promulgated, or amended, of the United States, the states, the counties, the cities or any other political subdivisions in which the Property is located and any other political subdivision, agency or instrumentality exercising jurisdiction over the owner of the Property, the Property or the use of the Property relating to pollution, or the emission, discharge, release or threatened release of pollutants, contaminants, chemicals or industrial, toxic or hazardous substances or waste into the environment (including ambient air, surface water, ground water or land or soil).

8. REPRESENTATIONS AND WARRANTIES

8.1 Seller hereby represents and warrants as of the date of execution of this Agreement and as of the Closing Date the following to Purchaser:

- (a) Seller is an individual of legal age and capacity.
- (b) No suit, action, arbitration, or legal, administrative, or other proceedings are pending and, to the best of Seller's knowledge, none of the same have been threatened against the Property or against the Seller with respect to the Property.
- (c) No bankruptcy, insolvency, rearrangement, or similar action or proceedings, whether voluntary or involuntary, is pending or, to the best of Seller's knowledge, threatened against Seller.
- (d) To the best of Seller's knowledge, there are no outstanding violations of any laws, statutes, ordinances, rules or regulations with respect to the Property, nor have any notices of any uncorrected violations of any laws, statutes, ordinances, rules or regulations been received, and any such notices hereafter issued prior to Closing shall be satisfied prior to Closing by Seller at Seller's sole cost and expense.
- (e) There are no existing or pending contracts of sale, leases, options to purchase or rights of first refusal (or the like) affecting the Property.
- (f) The Property is now, and at Closing shall be, free and clear of all tenancies or rights of possession.
- (g) Seller is not a foreign person, as that term is defined in Section 1445 of the Internal Revenue Code as amended by the Foreign Investment in Real Property Tax Act of 1980 ("FIRPTA"), and Seller shall provide Purchaser with an affidavit to that effect in compliance with FIRPTA at Closing.
- (h) To the best of Seller's knowledge, there are no pending or previously decided or contemplated eminent domain or condemnation proceedings affecting or which may affect any portion of the Property.
- (i) The execution and delivery of this Agreement and the consummation of the transactions hereunder will not result in a breach of any of the terms or provisions of, or constitute a default under, or conflict with, any agreement, indenture, or other instrument to which Seller is a party or by which it or the Property is bound.
- (j) Seller has no knowledge or notice of any work being done or about to be done, or of any assessment, violation or other notice issued or, to the best of her knowledge, about to be issued by any federal, state, municipal or public body or authority concerning the Property.
- (k) The existing use of the Property is single family home and forest land.
- (l) Seller has no notice of the institution or threat of any proceedings to change the existing zoning classification as to all or any portion of the Property (except for the changes contemplated hereunder), and Seller has no knowledge of any zoning violation, change or variance proceeding, previously decided, pending or threatened, which would adversely affect Purchaser's Intended Use of the Property.

(m) To the best of Seller's knowledge, the Property contains no underground storage tanks, and no release or threat of release of oil or hazardous materials has occurred at the Property.

(n) The Property is not subject to any service contracts which would bind the Property after the Closing.

(o) Seller's Documents are true and complete copies of the originals, nothing contained within Seller's Documents is true in any material respect, and no fact or information is omitted from Seller's Documents that would make any fact or matter set forth therein materially misleading.

(p) Seller is currently (i) in compliance with and shall at all times during the term of this Agreement remain in compliance with the regulations of the Office of Foreign Assets Control ("OFAC") of the U.S. Department of Treasury and any statute, executive order (including Executive Order 13224, dated September 24, 2001 and entitled "Blocking Property and Prohibiting Transactions with Persons Who Commit, Threaten to Commit, or Support Terrorism"), or regulation relating thereto, and (ii) not listed on, and shall not during the term of this Agreement be listed on, the Specially Designated Nationals and Blocked Persons List maintained by OFAC and/or on any other similar list maintained by OFAC or other governmental authority pursuant to any authorizing statute, executive order, or regulation.

8.2 Purchaser hereby represents and warrants as of the date of execution of this Agreement and as of the Closing Date the following to Purchaser:

(a) Purchaser is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Delaware, is registered to do business in and is in good standing under the laws of the Commonwealth of Massachusetts and has all necessary power and authority to execute and deliver this Agreement and to perform all of its obligations hereunder. This Agreement has been duly authorized by all requisite action on the part of Purchaser and represents the valid and binding obligation of Purchaser enforceable against Purchaser in accordance with its terms. Purchaser has full right, power and authority to purchase the Property as herein contemplated without the consent or approval of any third party.

(b) Neither the execution and delivery of this Agreement by Purchaser, nor the performance of Purchaser's obligations hereunder, will result in a breach, violation or default by Purchaser of any provision of its organizational documents or any other document to which it is bound or to which its assets are subject.

8.3 The provisions of Section 8 this Agreement and all representations and warranties of the Seller and the Purchaser shall survive this Agreement for a period of one (1) year. Each of the Seller and the Purchaser may rely upon this Agreement for the purpose of assuring its compliance with applicable Law. Seller agrees to indemnify, defend and hold harmless the Purchaser and its affiliates from and against any and all actions, suits, losses, claims, damages, penalties, liabilities, obligations, and reasonable and documented out-of-pocket costs and expenses of any kind or nature (including reasonable legal fees and expenses), which Purchaser and/or its affiliates actually incurs or suffers as a result of or arising out of or in connection with Seller's breach of any representation, warranty, covenant or agreement of the Seller contained herein or in any document or instrument executed and delivered hereunder.

9. CONDITIONS PRECEDENT.

In addition to any other conditions precedent in favor of Purchaser set forth elsewhere in this Agreement, Purchaser's obligation to close under this Agreement is subject to the timely fulfillment of the

conditions set forth in this Paragraph on or before the Closing Date, or such earlier date as is set forth below. Each condition may be waived in whole or in part only by written notice of such waiver from Purchaser to Seller.

(a) Seller shall have performed and complied in all material respects with all of the terms of this Agreement to be performed and complied with by Seller prior to or at the Closing;

(b) On the Closing Date, the Seller Representations shall be true, complete and accurate;

(c) On the Closing Date, title to the Property shall be as provided in Paragraph 3 of this Agreement, provided that (i) a release of lien under M.G.L. c. 61 shall be available for recording at Closing and (ii) additional exceptions to title recorded against the Property after establishment of the Permitted Exceptions under said paragraph that result from Purchaser's efforts to obtain the Permits and Approvals or are otherwise necessary to facilitate development of the Project on the Property shall be treated as Permitted Exceptions and shall not be deemed to prevent satisfaction of the condition to Closing set forth in this Paragraph 9(c); and

(d) On the Closing Date, (i) the Property shall be in the same condition that it is in now, reasonable use, wear and tear excepted, and free from tenants and occupants; (ii) there shall be no judicial or administrative or condemnation proceeding pending or threatened concerning the Property that was not disclosed in writing to Purchaser at least ten (10) days prior to the expiration of the Feasibility Study Period; (iii) there shall have occurred no adverse change in the environmental condition of the Property from and after the expiration of the Feasibility Study Period; and (iv) the Property shall be free and clear of: (y) any management or leasing agreements and any other contracts; and (z) any collective bargaining or employment agreements;

(e) On the Closing Date, the Permits and Approvals shall have been granted.

10. CLOSING.

10.1 The Closing shall take place on a date selected by Purchaser on not less than ten (10) days prior notice to Seller but in no event more than thirty (30) days following the Approval Date.

10.2 At the Closing, Seller shall deliver to Purchaser, in a form and substance reasonably satisfactory to Purchaser's counsel, the following:

(a) A Quitclaim Deed so as to convey the Property in fee simple to Purchaser, or its assigns as provided in Paragraph 3.1;

(b) A release from the Property's status under M.G.L. c. 61 together with a municipal lien certificate indicating either payment of real estate taxes or the fixed amount to be paid as of the Closing;

(c) All required real estate transfer declarations and a closing settlement statement;

(d) A current certificate of Seller that the Seller's representations in Paragraph 9 are true as of the Closing;

(e) Seller's affidavit pursuant to FRPTA;

(f) Assignment to Purchaser of all Seller's rights, title and interest in any permits, licenses or approvals running with or benefitting the Property;

(g) Title insurance company affidavit as to no parties in possession or persons entitled to a mechanic's lien;

(h) Such other documents or instruments as are customary or necessary for performance of Seller's obligations hereunder.

10.3 At the Closing, Purchaser shall deliver to Seller the balance of the Purchase Price by wire transfer of immediately available funds through either Federal Wire or Automated Clearing House after application of the Deposit previously tendered, together with Purchaser's counterparts of the Assignment referenced in Paragraph 10.2(f), above, and such other documents or instruments as are customary or necessary for the performance of Purchaser's obligations hereunder.

10.4 Seller shall pay the cost of Seller's attorneys' fees, and Purchaser shall pay the cost of Purchaser's attorneys' fees. Purchaser shall pay all costs of the title company selected by the Purchaser set forth herein to insure title, and the cost of owner's title insurance policy. Real estate taxes, utilities, rent and other costs typically prorated shall be prorated between the parties as of the Closing in accordance with the practice in the City of Marlborough. Seller shall pay all costs of obtaining a waiver of the rights of the City of Marlborough under M.G.L. c. 61 §8 and all taxes, charges and assessments arising from removal of the Property from classification as forest land under M.G.L. c. 61, and documentary stamps with respect to the deed transferring the Property. Purchaser shall pay for recording of the deed transferring the Property and any mortgages on the Property, and Seller shall pay for the release of any existing liens on the Property, as required by Paragraph 3.1 of this Agreement. Purchaser shall pay for all legal fees and costs associated with obtaining the Permits and Approvals.

10.5 Exclusive possession of the Property shall be delivered to Purchaser immediately upon completion of the Closing. The Property shall be delivered to Seller free of all personality of Seller and free of all trash, debris and construction materials.

11. RISK OF LOSS; TAKING; CONTINGENT CLOSING

11.1 Prior to Closing, Seller shall bear all risk of loss to the Property and all liabilities arising from the Property. Seller agrees to keep in place adequate public liability insurance until Closing.

11.2 Seller shall provide any notices that it receives with respect to taking by eminent domain of the Property promptly to Purchaser. If, prior to Closing, all or any significant portion of the Property is taken by eminent domain (or is the subject of a pending taking which has not yet been consummated), Seller shall notify Purchaser of such fact promptly after obtaining knowledge thereof, and Purchaser shall have the right to terminate this Agreement by giving notice to Seller not later than ten (10) days after the giving of Seller's notice. For purposes hereof, a "significant portion" of the Property shall mean such a portion, the taking of which shall have a material adverse effect on the use and operation of the Property for the Project. If Purchaser elects to terminate this Agreement as aforesaid, the Deposit shall be returned to Purchaser and neither party to this Agreement shall have any further rights or obligations hereunder other than any arising under any provision herein which expressly provides that it shall survive the termination of this Agreement.

11.3 If (i) Purchaser does not elect to terminate this Agreement as aforesaid in the event all or any significant portion of the Property is taken, or if (ii) a portion of the Property not causing a material adverse effect on the use and operation of the Property for the Project is taken by eminent

domain or becomes subject to a pending taking, there shall be no abatement of the Purchase Price; provided, however, that, at the Closing, Seller shall pay to Purchaser the amount of any award for or other proceeds on account of such taking which may have been paid to Seller prior to the Closing as a result of such taking, and Seller shall assign to Purchaser at the Closing (without recourse to Seller) the rights of Seller to all awards for the taking of the Property or such portion thereof and Purchaser shall be entitled to receive and keep the same. Seller shall cooperate with Purchaser, at no out-of-pocket expense to Seller, in the processing of the claim for such award. Seller shall not accept or make any settlement with respect to any award for any such taking without Purchaser's prior written consent.

11.4 In the event of any proceeding regarding a taking of all or any significant portion of the Property by eminent domain, diligent efforts by both Seller and Purchaser to facilitate the satisfaction of the Closing contingencies may be suspended while such eminent domain proceeding is pending, provided, however, that if such proceeding is not concluded or settled within twelve (12) months after the date of Seller's notice to Purchaser in accordance with Paragraph 11.2, then Seller shall have the option to terminate this Agreement by notice to Purchaser within ten (10) days after the expiration of such twelve (12)-month period, whereupon the Deposit shall be returned to Purchaser and neither party to this Agreement shall have any further rights or obligations hereunder other than any arising under any provision herein which expressly provides that it shall survive the termination of this Agreement. If Seller does not exercise its right to terminate this Agreement as set forth in the preceding sentence, Seller and Purchaser shall resume their diligent efforts to facilitate satisfaction of the Closing contingencies promptly upon expiration of the ten (10)-day notice period set forth in the preceding sentence.

12. REMEDIES.

12.1 If Seller (x) fails to tender and complete the Closing hereunder, or (y) prior to the Closing Seller is otherwise in breach or default of its obligations under this Agreement and if such default is not cured within ten (10) days from written notice thereof from Purchaser to Seller, then Purchaser may, at Purchaser's sole election: (a) terminate this Agreement by giving written notice thereof to Seller, in which event the Deposit will promptly be returned to Purchaser, and the parties shall have no further obligation to each other except for the provisions hereof that specifically state they shall survive termination of this Agreement; (b) if applicable, waive such default and consummate the transactions contemplated hereby in accordance with the terms of this Agreement; or (c) specifically enforce this Agreement. Purchaser hereby irrevocably waives any other right or remedy for such default; provided, however, that if, in breach of this Agreement, Seller sells the Property (or any portion thereof) to someone other than Purchaser or otherwise takes action that renders the remedy of specific performance impossible to obtain, then in addition to the remedies afforded Purchaser above, Purchaser shall have all rights and remedies available at law or in equity, including without limitation the right to seek monetary damages. The provisions of this Section 12.1 shall survive any termination of this Agreement.

12.2 If Purchaser defaults in its performance of any term, covenant, condition, or obligation under this Agreement (subject to any applicable cure period), including the obligation of Purchaser to purchase the Property if all conditions precedent to such obligations have been satisfied Seller's sole remedy shall be to retain the Deposit as full and complete liquidated damages, and neither Purchaser nor Seller shall have any further obligation or liability hereunder. The parties agree that Seller's retention of the Deposit shall constitute fair consideration for Seller's loss of the sale of the Property and for having removed the Property from the market during the term of this Agreement.

12.3 Failure by either party to perform any act required by it under this Agreement, other than the requirement to close if all conditions have been met, shall not be deemed a default under this Agreement until such party has received written notice from the other party setting forth the alleged failure, and such failure has not been cured within (a) any applicable cure period as set forth herein or (b) if no

cure period is specified therefor, within ten (10) Business Days of receipt of such notice if such failure involves the payment of money and twenty (20) Business Days for any other default. If the cure for a non-monetary default reasonably takes more than twenty (20) Business Days, and good faith efforts are being applied by the defaulting party to cure the default, the time to cure such default shall be extended to reasonably allow the defaulting party to cure the default, limited to a maximum of sixty (60) days.

13. **BROKERAGE COMMISSION.**

Purchaser and Seller acknowledge that Philip Nievergelt of Property Search, Inc. (the "Broker") is the only broker involved in the transaction described in this Agreement. Purchaser shall be solely responsible for any real estate brokerage commissions due to Broker as a result of this transaction. Seller represents, warrants and covenants to Purchaser that Seller has not dealt with any real estate agent or broker other than Broker in connection with the transaction contemplated hereby. Purchaser represents, warrants and covenants to Seller that Purchaser has not dealt with any real estate agent or broker other than Broker in connection with the transaction contemplated hereby. Seller shall indemnify and hold Purchaser harmless from all claims by any persons claiming any fee or commission by, through or under Seller. Purchaser shall indemnify and hold Seller harmless from all claims by any persons claiming any fee or commission by, through or under Purchaser.

14. **CONFIDENTIALITY.**

Unless otherwise mutually agreed upon in writing by Purchaser and Seller, any information provided (whether oral or written) by any party to the other shall be treated as confidential by the other and shall not be disclosed by such party, in any manner other than to lenders, partners, consultants, contractors, etc., whose work, advice or consents or approvals would be necessary to carry out the contemplated transaction, or whose financial interests would be affected by the transaction. Notwithstanding the foregoing, the party receiving the same may disclose the same to its employees involved in the due diligence and/or negotiation of the transaction, as well as its financial and legal advisors, who shall be bound by the terms of this paragraph as if they had signed a copy of this Agreement. It is further understood and agreed that it is necessary that this transaction (and all of the terms of this Agreement, and of any other agreements to be entered into relating to this Agreement, as well as the negotiations related hereto and thereto) be kept confidential, and that no publicity or information relating to the same be issued or leaked to the press or any other parties whatsoever until all parties agree as to exactly what is going to be stated and when, or unless otherwise required to be disclosed by law or regulation. The foregoing restrictions shall not apply to information that is of public record and/or is included in any application for the Permits and Approvals or other submissions to governmental authorities in connection with the Project or to matters disclosed in accordance with process of law.

15. **EXCLUSIVE PERIOD.**

In consideration of the significant time and expense to be devoted by Purchaser to its potential acquisition of the Property, Seller agrees that, during the term of this Agreement, Seller: (a) will negotiate exclusively with Purchaser concerning a potential sale of the Property; (b) will not market the Property for sale or permit other potential purchasers onto the Property to inspect or tour the same; and (c) has not and will not enter into any agreement to sell, the Property to any party other than to Purchaser.

16. **GENERAL PROVISIONS.**

16.1 This Agreement constitutes the entire agreement between the parties hereto with respect to the transactions contemplated herein, and it supersedes all prior discussions, understandings or

agreements. All Exhibits attached hereto are a part of this Agreement and are incorporated herein by reference. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. This Agreement may be executed in any number of counterparts and it shall be sufficient that the signature of each party appear on one or more such counterparts, and all counterparts shall collectively constitute a single agreement. No modification of this Agreement shall be deemed effective unless in writing and signed by both Seller and Purchaser. The term "Business Day" means any day other than a Saturday, Sunday, or federal or state holiday in Massachusetts. In the event the time for performance of any obligation hereunder expires on a day that is not a Business Day, the time for performance shall be extended to the next Business Day. The descriptive headings of the paragraphs of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any provisions of this Agreement. Words such as "herein", "hereinafter", "hereof" and "hereunder" when used in reference to this Agreement, refer to this Agreement as a whole and not merely to a subdivision in which such words appear, unless the context otherwise requires. The singular shall include the plural and the masculine gender shall include the feminine and neuter, and vice versa, unless the context otherwise requires. This Agreement shall not be construed more strictly against one party than against the other merely by virtue of the fact that it may have been prepared primarily by counsel for one of the parties, it being recognized that both Purchaser and Seller have contributed substantially and materially to the preparation of this Agreement. Time shall be of the essence with respect to the obligations of the parties hereunder.

16.2 The excuse or waiver of the performance by a party of any obligation of the other party under this Agreement shall only be effective if evidenced by a written statement signed by the party so excusing or waiving. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by Seller or Purchaser of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement. This Agreement shall be construed and the rights and obligations of Seller and Purchaser hereunder determined in accordance with the internal laws of the Commonwealth of Massachusetts without regard to the principles of conflict of laws.

16.3 All notices or other communications required or provided to be sent by either party shall be in writing and shall be sent by: (i) by United States Postal Service, certified mail, return receipt requested, (ii) by any nationally known overnight delivery service for next day delivery, (iii) delivered in person or (iv) sent by telecopier or facsimile machine which automatically generates a transmission report that states the date and time of the transmission, the length of the document transmitted and the telephone number of the recipient's telecopier or facsimile machine (with a copy thereof sent in accordance with clause (i), (ii) or (iii) above). All notices shall be deemed to have been given upon receipt. All notices shall be addressed to the parties at the addresses below:

To Seller: Richard C. Cochrane
Jill E. Cochrane
421 Bolton Street
Marlborough, MA 01752

with a copy to: William Brewin, Jr. Esq.
277 Main Street
Marlborough, MA 01752

Fax No. (508) 624-4599

To Purchaser: BSL Marlborough Development LLC

c/o Benchmark Senior Living
40 William Street
Suite 350
Wellesley, Massachusetts 02481-3904
Attention: John Dragat
Fax No. (781) 489-2908

with a copy to:

Schlesinger and Buchbinder, LLP
1200 Walnut Street
Newton, Massachusetts 02461-1267
Attention: Alan J. Schlesinger, Esq.
Fax No. (617) 965-6824

Any address or name specified above may be changed by notice given to the addressee by the other party in accordance with this Paragraph. The inability to deliver notice because of a changed address of which no notice was given as provided above, or because of rejection or other refusal to accept any notice, shall be deemed to be the receipt of the notice as of the date of such inability to deliver or rejection or refusal to accept. Any notice to be given by any party hereto may be given by the counsel for such party, and email notices from one counsel to the other shall be deemed sufficient notice hereunder if acknowledged by the recipient counsel. Counsel are specifically authorized to execute extensions of time on behalf of Purchaser and Seller respectively.

16.4 In the event of a judicial or administrative proceeding or action by one party against the other party with respect to the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover reasonable costs and expenses including reasonable attorneys' fees and expenses, whether at the investigative, pretrial, trial or appellate level. The prevailing party shall be determined by the court based upon an assessment of which party's major arguments or position prevailed.

16.5 Purchaser and Seller hereby agree that the Title Company shall act as "the person responsible for closing" the transaction which is the subject of this Agreement pursuant to Section 6045(e) of the Code and shall prepare and file all informational returns, and shall otherwise comply with any applicable provisions of Section 6045(e) of the Code.

16.6 Each party, promptly upon the request of the other, shall execute and have acknowledged and delivered to the other or to Title Company, as may be appropriate, any and all further instruments reasonably requested or appropriate to evidence or give effect to the provisions of this Agreement and which are consistent with the provisions of this Agreement.

16.7 The parties hereto intend and believe that each provision in this Agreement comports with all applicable local, state and federal laws and judicial decisions. If, however, any provision in this Agreement is found by a court of law to be in violation of any applicable local, state, or federal law, statute, ordinance, administrative or judicial decision, or public policy, or if in any other respect such a court declares any such provision to be illegal, invalid, unlawful, void or unenforceable as written, then it is the intent of all parties hereto that, consistent with and with a view towards preserving the economic and legal arrangements among the parties hereto as expressed in this Agreement, such provision shall be given force and effect to the fullest possible extent, and that the remainder of this Agreement shall be construed as if such illegal, invalid, unlawful, void, or unenforceable provision were not contained herein, and that the rights, obligations, and interests of the parties under the remainder of this Agreement shall continue in full force and effect.

16.8 The "Effective Date" shall be the date that is the last to occur of (i) the execution and delivery of this Agreement by Seller and (ii) the execution and delivery of this Agreement of Purchaser. In the event, however, that this Agreement is not countersigned on behalf of Purchaser within ten (10) days of the date of this Agreement, the Agreement shall automatically terminate and be of no further force or effect. The Effective Date of this Agreement will be inserted at the top of the first page hereof.

17 MISCELLANEOUS

17.1 Purchaser agrees to maintain for a period of not less than 20 years the granite erratic memorial stone with brass plaque honoring John and Esther Estabrook, original owners, which stone is currently located near the fence near the road to the High School. The Purchaser or its assigns shall have the right to relocate the stone from time to time, but in the event of such relocation the plaque on the stone will continue to be displayed in a prominent location at least for the duration of this restriction. The Purchaser or its assigns shall be obligated to repair any damage to the stone or the plaque caused by persons claiming under them but shall not be obligated to repair or replace the stone or the plaque in the event of damage by vandals This provision shall run with the land for 20 years from the Closing.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below.

Date: 30 Apr 2015

Date: 30 Apr 2015

Date: 4/27/15

SELLER:

Richard C. Cochrane
Richard C. Cochrane

Jill E. Cochrane
Jill E. Cochrane

PURCHASER

BSL Marlborough Development LLC

By: [Signature]

Effective Date: 30 Apr, 2015

- Exhibit A - Property Description
- Exhibit B - Escrow Agreement

EXHIBIT A

PROPERTY DESCRIPTION

2007



2012 00108874
BK: 50198 Pg: 233 Doc: DEED
Page: 1 of 2 05/31/2012 09:34 AM

QUITCLAIM DEED

I, Jill Cochrane of Marlborough, Middlesex County, Massachusetts

for consideration paid of One Dollar (\$1.00)

grant to Richard C. Cochrane and Jill E. Cochrane, both of 421 Bolton Street, Marlborough, Middlesex County, Massachusetts, as tenants in common

with **Quitclaim Covenants**

the land and buildings thereon, in Marlborough, Middlesex County, Massachusetts, bounded as follows:

Beginning at the point of intersection of the Easterly side line of Bolton Street and the Northerly line of land of the City of Marlborough taken for sewerage system April 15, 1916;

Thence Northerly by the Easterly line of said Bolton Street to land formerly of Walter B. Morse, now or formerly owned by Susie S. Morse;

Thence Easterly by said Morse land Nine hundred thirty (930) feet to an angle;

Thence Southwesterly by last mentioned land Two hundred fifty-five (255) feet to an angle;

Thence Southerly by last mentioned land to an angle at a bend in Stevens Street;

Thence Southwesterly by Stevens Street to the point of intersection of the Northerly line of said Sewerage Taking with said Stevens Street;

Thence Northwesterly by said Northerly line of said Sewerage Taking Two hundred thirty-six and thirty-seven one-hundredths (236.37) feet to an angle;

Thence Northwesterly by said Northerly line of said Sewerage Taking, Two hundred eighty-two and seventy-one (282.71) feet to an angle;

Thence Northwesterly Two hundred twenty-four and ninety-three one-hundredths (224.93) feet by said Northerly line of said Sewerage Taking to a point;

Thence Northwesterly Two hundred eighty-three and seventy-three one-hundredths (283.73) feet to said Bolton Street and the point of beginning.

Mail to:

William F. Brewin, Jr., Esquire
277 Main Street
Marlborough, MA 01752

Property Address: 421 Bolton Street, Marlborough, MA

2

Also a small triangular piece of land lying on the Easterly side of said Bolton Street and on the Southerly side of said Sewer Taking mentioned in the first parcel herein, bounded as follows:

Beginning at the point of intersection of the Easterly side line of said Bolton Street with the Southerly side line of said Sewer Taking of April 15, 1916;

Thence Southeasterly along the Southerly line of said Taking to appoint in the stone wall which is the Easterly boundary line of the property owned by the City of Marlborough and occupied by the City Home;

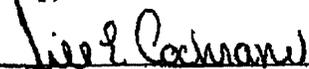
Thence by land of said City Home N. 70° W., Two hundred twenty-five (225) feet to a point;

Thence N. 71° W. by the same land Three hundred thirty-nine (339) feet to said Bolton Street;

Thence Northerly by the Easterly side line of said Bolton Street to the point of beginning.

Being the same premises conveyed to me by Deed of Esther H. Estabrook dated May 5, 1994 and recorded with the Middlesex South District Registry of Deeds in Book 24546, Page 561. See Death Certificate of Esther H. Estabrook recorded with said Deeds in Book 42715, Page 438.

Witness my hand and seal this 23rd day of May, 2012.



Jill E. Cochrane

COMMONWEALTH OF MASSACHUSETTS

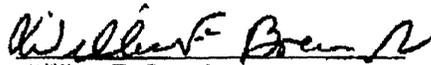
Middlesex, ss

May 23, 2012

Before me, the undersigned notary public, personally appeared the above-named Jill E. Cochrane and proved to me through satisfactory evidence of identification, which were:

- through personal knowledge
- by oath of a credible witness unaffected by the transaction who personally knows the signatories and is personally known to the undersigned notary public
- picture IDs to wit *MA Driver's license*

to be the person whose name is signed on the preceding or attached document, and acknowledged to me that she signed it voluntarily for its stated purpose.


William F. Brewin, Jr.
Notary Public
My Commission Expires: 10/08/2015



WILLIAM F. BREWIN, JR.
Notary Public
Commonwealth of Massachusetts
My Commission Expires
October 8, 2015

2

EXHIBIT B

ESCROW AGREEMENT

This Escrow Agreement is entered into this _____ day of _____, 2015, by and between **FIDELITY NATIONAL TITLE COMPANY, INC.** ("Escrow Agent) **Richard C. Cochrane** and **Jill E. Cochrane** individuals residing at 421 Bolton Street Marlborough, Massachusetts ("Seller") and **BSL MARLBOROUGH DEVELOPMENT LLC**, a Delaware limited liability company with an address at c/o Benchmark Senior Living 40 William Street Wellesley, Massachusetts ("Purchaser").

WHEREAS, Purchaser has contracted to purchase certain real property from Seller, and Seller has contracted to sell such property to Purchaser, which property is located at 421 Bolton Street Marlborough, Massachusetts containing approximately 15 acres; and

WHEREAS, the parties have requested the Escrow Agent hold the earnest money deposit for the purchase of said property in accordance with the terms and conditions of the Purchase and Sale Agreement between Seller and Purchaser dated _____, 2015 (the "Purchase and Sale Agreement"), as supplemented by the terms and conditions hereof.

NOW, THEREFORE, for and in consideration of the premises and undertakings herein made, and intending to be legally bound hereby, the parties agree as follows:

1. Purchaser and Seller hereby appoint Escrow Agent as custodial agent to hold the aforesaid deposit in the amount of Fifty Thousand Dollars (\$50,000) together with such additional amounts as may be added by Purchaser in accordance with and under the terms of the Purchase and Sale Agreement. Upon receipt of executed W-9 Forms stating the Federal Tax Identification Numbers of Seller and Purchaser, said sums shall be invested in an interest bearing account insured by the FDIC, and all interest accruing thereon shall be held as part of the deposit hereunder.

2. In addition, in the event Escrow Agent shall hold any funds pursuant to Section 7 of the Purchase and sale Agreement, Escrow Agent shall have the right to rely on the accuracy and completeness of invoices or other proofs of expenditure of Remediation Costs. Reasonable fees of Escrow Agent for its services shall be paid equally by the Purchaser and Seller, Seller's share of such fees to be paid from the escrow amount.

3. Escrow Agent shall apply the funds hereunder according to the terms of the Purchase and Sale Agreement. In the event any dispute arises with respect to the disbursement of funds held hereunder, whether such dispute arises between the parties hereto or between the parties hereto and other persons, Escrow Agent is authorized to interplead such disputes into a court of competent jurisdiction. In such case, Escrow Agent shall be entitled to its costs incurred on account of such action, including reasonable attorneys' fees, which amounts shall be paid from the funds held pursuant hereto.

4. Escrow Agent shall not be liable to any party for its actions in performing its functions hereunder (unless Escrow Agent is negligent or in breach of the Purchase and Sale Agreement or this Agreement), and the parties shall hold Escrow Agent harmless on account of any such liability. Escrow Agent assumes no responsibility for, nor will Escrow Agent be liable for, any loss arising because the deposit amount exceeds such amounts as may be insured by the FDIC.

5. Each party represents to the others that it has the full authority to enter into this Agreement. This Agreement shall be governed by the laws of the Commonwealth of Massachusetts.

6. This Agreement includes and incorporates the Supplemental Escrow Instructions attached hereto. Agreed to as of the day and year set forth above.

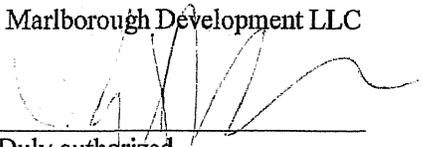
Date: _____, 2015

Fidelity National Title Company, Inc.

By: _____
Authorized Agent

Date: 4/27, 2015

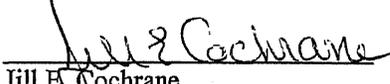
BSL Marlborough Development LLC

By: 
Duly authorized

Date: 30 Apr, 2015


Richard C. Cochrane

Date: 30 Apr 2015, 2015


Jill E. Cochrane

SUPPLEMENTAL ESCROW AGREEMENT

We, the undersigned, do hereby jointly and severally agree that the Escrow Agent, Fidelity National Title Insurance Company ("Escrow Agent") shall incur no liability whatsoever in connection with its good faith performance under this Supplemental Escrow Agreement, and do hereby jointly and severally release and waive any claims we may have against Escrow Agent, which may result from its performance in good faith of its function under this agreement, including but not limited to, a delay in the electronic wire transfer of funds. Escrow Agent shall be liable only for loss or damage caused directly by its acts of negligence while performing as Escrow Agent under this Supplemental Escrow Agreement.

The Escrow Agent undertakes to perform only those duties which are expressly set forth in that certain Agreement dated _____, by and between Richard C. Cochrane and Jill E. Cochrane as Seller and BSL Marlborough Development LLC as Purchaser (the "Agreement") and acknowledge that these duties are purely ministerial in nature.

The Escrow Agent shall be entitled to rely upon the authenticity of any signature and the genuineness and validity of any writing received by Escrow Agent relating to this Supplemental Escrow Agreement. Escrow Agent may rely upon any oral identification of a party notifying Escrow Agent orally as to matters relating to this Supplemental Escrow Agreement if such oral notification is permitted thereunder. Escrow Agent is not responsible for the nature, content, validity or enforceability of any of the escrow documents except for those documents prepared by Escrow Agent.

In the event of any disagreement between the parties hereto resulting in conflicting instructions to, or adverse claims or demands upon the Escrow Agent with respect to the release of the Funds or the escrow documents, the Escrow Agent may refuse to comply with any such instruction, claim or demand so long as such disagreement shall continue and in so refusing the Escrow Agent shall not release the escrowed funds (the "Funds") or the escrowed documents (the "Documents"). The Escrow Agent shall not be, or become liable in any way for its failure or refusal to comply with any such conflicting instructions or adverse claims or demands and it shall be entitled to continue to refrain from acting until such conflicting instructions or adverse claims or demands (a) shall have been adjusted by agreement and it shall have been notified in writing thereof by the parties hereto; or (b) shall have finally been determined in a court of competent jurisdiction. In the alternative, Escrow Agent may, but shall not be obligated to, file a suit in interpleader for a declaratory judgment for the purpose of having the respective rights of the claimants adjudicated and may deliver to the court the Funds and Documents.

The Escrow Agent shall be entitled to receive reimbursement as Escrow Agent of documented reasonable attorneys' fees and other documented out-of-pocket expenses incurred by it in the performance of its duties under this Supplemental Escrow Agreement, which shall be paid in equal amounts by Buyer and Seller. If the Escrow Agent's duties and responsibilities are increased beyond the contemplated within this Supplemental Escrow Agreement, additional compensation will be allowed as agreed upon in writing by all of the parties hereto. Such additional compensation shall be shared equally by Buyer and Seller.

The Escrow Agent may at its sole discretion resign by giving (30) days written notice thereof to the parties hereto. The parties shall furnish to the Escrow Agent written instructions for the release of the Funds and Documents. If the Escrow Agent shall not have received such written instructions within the thirty (30) days, the Escrow Agent may petition any court of competent jurisdiction for the appointment of a successor Escrow Agent and upon such appointment deliver the Funds and Documents to such successor. Costs and fees incurred by the Escrow Agent may, at the option of the Escrow Agent, be deducted from any funds held pursuant hereto. The Escrow Agent neither approves nor disapproves of this transaction, nor does it recommend for or against, nor does it have an opinion as to the legality or validity of the transaction.

If the Funds is at any time attached, garnished, or levied upon under any court order or if the payment or delivery of the Funds is stayed or enjoined by any court order, or if any order, judgment or decree shall be made or entered by any court affecting the Funds, Escrow Agent is authorized, in its sole discretion, to rely upon and comply with the order, writ, judgment or decree. Escrow Agent shall not be liable to any of the parties or to any other person firm or corporation by reason of such compliance even though the order, writ, judgment or decree may be subsequently reversed modified, annulled, set aside or vacated.

Upon making disposition of the Funds in accordance with this Supplemental Escrow Agreement, Escrow Agent shall be deemed fully released and discharged from any and all duties and obligations under this Supplemental Escrow Agreement, without the need that any other documentation be executed by Seller or Buyer.

Escrow Agent shall not be responsible for (i) any fluctuations in the interest rate applicable to any cash held by it pursuant to or by virtue of this Agreement: (ii) the validity, sufficiency, collectability, or legal effect of any instrument deposited with Escrow Agent.

The parties acknowledge that the funds will be deposited in an interest bearing Money Market account at RBS Citizens Bank ("Citizens"). Furthermore, it is understood and agreed by the parties that should Escrow Agent cease to maintain its escrow accounts with Citizens, and establishes its escrow banking relationship with another national banking institution, that said Funds will transferred to a similar interest bearing account at said institution.

Notwithstanding anything contained in this Agreement to the contrary, Escrow Agent has the right (but not the obligation) to require from Seller and Buyer a written release of liability of Escrow Agent, a written authorization to disburse the Funds, or both.

The parties hereto do hereby certify that they are aware that the Federal Deposit Insurance Corporation ("FDIC") coverages apply only to a cumulative maximum amount of \$250,000 for each individual depositor for all of depositor's accounts at the same or related institution. The parties hereto further understand that certain banking instruments such as, but not limited to, repurchase agreements and letters of credit are not covered at all by FDIC insurance.

Further the parties hereto understand that Escrow Agent assumes no responsibility for, nor will the parties hereto hold Escrow Agent liable for, any loss occurring which arises from the fact that the amount of the above account may cause the aggregate amount of any individual depositor's accounts to exceed \$250,000 and that the excess amount is not insured by the Federal Deposit Insurance Corporation or that FDIC insurance is not available on certain types of bank instruments.

The parties to this escrow acknowledge that the maintenance of such escrow accounts with some depository institutions may result in Escrow Agent being provided with an array of bank services, accommodations or other benefits by the depository institution. Escrow Holder or its affiliates also may elect to enter into other business transactions with or obtain loans for investment or other purposes from the depository institution. All such services, accommodations and other benefits shall accrue to Escrow Agent, and Escrow Agent shall have no obligation to account to the parties to the escrow for the value of such services, accommodations or other benefits.

In the event of any inconsistency between the terms and provisions of the Agreement and this Supplemental Escrow Agreement, the terms and provisions of this Supplemental Escrow Agreement shall control.

IN WITNESS WHEREOF, the parties have executed this Supplemental Escrow Agreement as of _____, 2015.

ESCROW AGENT:

FIDELITY NATIONAL TITLE INSURANCE COMPANY

By: _____
Name: Natalie E. Bray
Title: AVP/Counsel
File : _____

SELLER:

Richard C. Cochrane
Richard C. Cochrane

Jill E. Cochrane
Jill E. Cochrane

BUYER:

BSL MARLBOROUGH DEVELOPMENT LLC

By: _____
Name: John Donalt
Title: President

On this 8th day of May, 2015, I certify that the preceding document is a true, exact, complete and unaltered copy of a Purchase and Sale Agreement dated April 30, 2015 between Richard C. Cochrane and Jill E. Cochrane (Seller) and BSL Marlborough Development, LLC (Purchaser).


William F. Brewin, Jr.

On this 8th day of May, 2015, I certify that the preceding document is a true, exact, complete and unaltered copy of a Purchase and Sale Agreement dated April 30, 2015 between Richard C. Cochrane and Jill E. Cochrane (Seller) and BSL Marlborough Development, LLC (Purchaser).


William F. Brewin, Jr.

Statement of Intent to Sell

We, Richard C. Cochrane and Jill Cochrane, of 421 Bolton Street, Marlborough, Massachusetts hereby state that we intend to sell our property at 421 Bolton Street, Marlborough MA containing approximately 15 acres to BSL Marlborough Development, LLC for the price of One Million Five Hundred Thousand Dollars (\$1,500,000.00). The property is identified on the City of Marlborough Assessor's Map as Map 30, Parcel 13 and Map 30, Parcel 14 and is described in a deed recorded in the Middlesex South Registry of Deeds, Book 59195, Page 233.

Executed this 8th day of May, 2015.

Handwritten signature of Richard C. Cochrane in black ink, written over a horizontal line.

Richard C. Cochrane

Handwritten signature of Jill Cochrane in black ink, written over a horizontal line.

Jill Cochrane

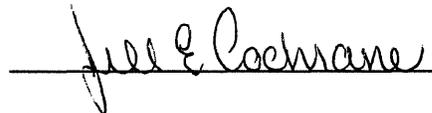
Statement of Proposed Use of Land

We, Richard C. Cochrane and Jill Cochrane, hereby state that the proposed use of the land at 421 Bolton Street, Marlborough, Massachusetts pursuant to the Purchase and Sales Agreement dated April 30, 2015 is "to develop an assisted living community containing not less than 50 assisted living and memory care units together with associated common area amenities and related site improvements".

Executed this 8th day of May, 2015.

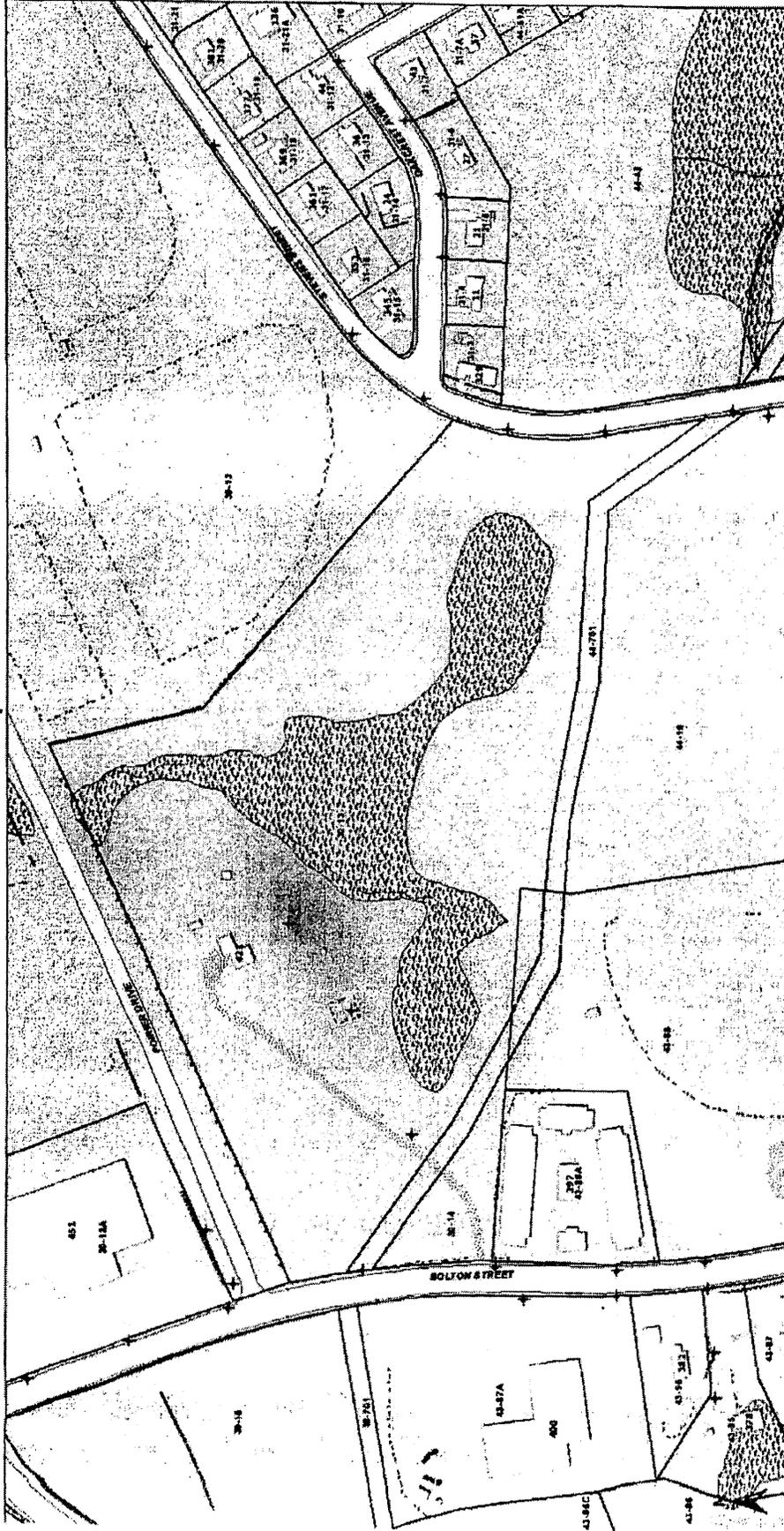
A handwritten signature in cursive script that reads "Richard C. Cochrane". The signature is written in black ink and is positioned above a horizontal line.

Richard C. Cochrane

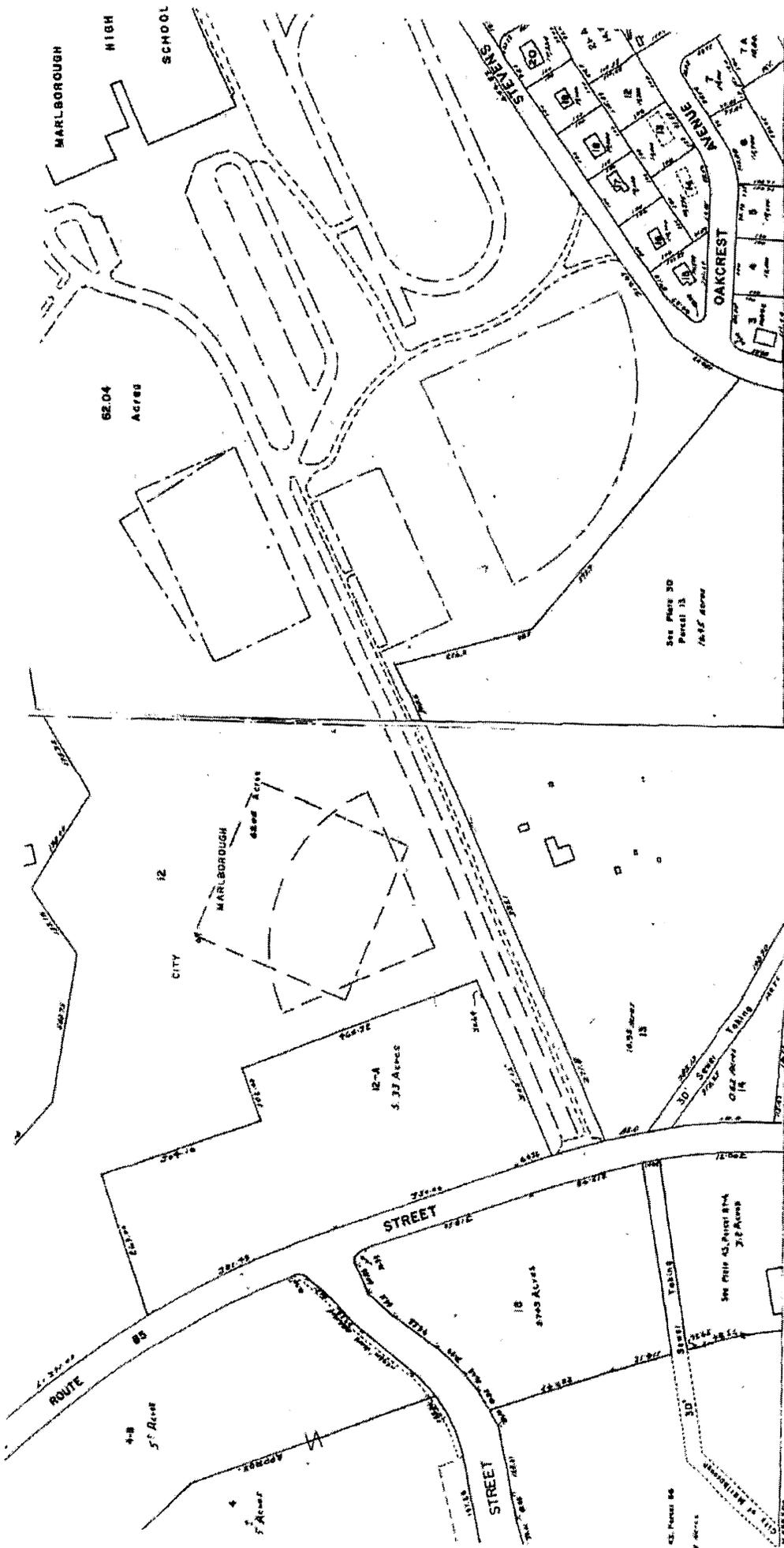
A handwritten signature in cursive script that reads "Jill Cochrane". The signature is written in black ink and is positioned above a horizontal line.

Jill Cochrane

GIS Map



City of Marlborough
 GIS
 1 inch equals 144 feet
 0 50 100 200 300 400 Feet
 DEP WETLAND
 Elements: Unimproved, Retaining Wall, Stone Wall, Parking Lot
 Fences / Walls: Type
 Driveways: Type
 Fences: Type
 Pavement: Pavement



COMPILED BY PHOTOGRAMMETRIC METHODS
 MARLBOROUGH, MASSACHUSETTS
 ASSESSORS MAP
 CONTRACT NO. 1506 SHEET 30 OF 118 SHEETS

MADE BY THE MASSACHUSETTS
 DEPARTMENT OF REVENUE
 OFFICE OF THE ASSESSOR GENERAL
 100 STATE STREET, BOSTON, MASSACHUSETTS 02109

Sheet 31 of 118 sheets

**Marlborough High
School Council Meeting
April 1, 2015**

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 MAY -5 A 8:23

Present: Lauren Beishline, David Friess, Sue Gordon, Dr. Wendy Jack, Ann Kinslow, Julianna Kinslow, , Sheldon Vigeant, Marlene Manell, Darren McLaughlin, Rita Smith, George Whapheim
Gail Yosca

Absent: Lauren Fay, Martin Levins, Deborah McCarthy, Heather Kohn,

1. Budget Presentation- Mike Bergeron
Executive Director of Finance and Operations

Overview of the District:

100% of STEM of 10th students achieved proficient or advance on the MCAS.
How many of the "NonSTEM" students achieved these levels? Unknown

FAST- Richer Elementary every grade
Jaworek and Kane K and Grade 1

Focus of the FY16 Budget Proposal

To raise the achievement of each child

To lower the dropout rate

To serve our special needs population by creating strong education programming
Credit recovery technology- Engenuity
\$62 million for outplacements tuitions would like to decrease that through programs in
district

Meet our responsibility for time on learning
Elementary school prep time Adding Literacy teachers to the elementary school

To maintain our competitive class sizes at the elementary, middle and high schools
Keep all the staff they have

To create equity among all school- Principal's budget
ELL teacher for the high school

Level of Service Budget

Beyond maintaining budget
Special Education at High School
Analysis to combine Aspen with all other programs
Clerk at Richer school
ELL Teacher at Richer

Critical needs:

Severe Special need
Add councilor
Add 1.0 literacy teachers or math (3)
Add 2nd grade teacher at Jaworek
Coverage for substitute overspending
Principal Budge \$30 per pupil

Approve by School Committee - Goes to Mayor late April – City Council-

Governor's Chapter 70- 17% increase has been approved

ELL increased by 13%
Low Income increased to 55%

This is considered revenue to the city and is sent to the city the mayor determines how much they are going to appropriate to the school.
Parents would like to see that money spend for the schools

Dr. Jack Updates

Handbook approved

Program of studies adjusted graduation requirements

Flex time and sports waiver- no flex time
Sports Waiver- Seniors with a full class schedule = waiver
Sophomore and Junior= **no** waiver
Adjustments: STEM full year to two full year opens a half year
Fr Band and Robotics then architecture before graduating
Jazz II activity no credit at night
Reduce the music requirements

Graduation: Gowns-One color gown- black and white

Stage- Twice the size

Student speaker- class president

School committee

Seats- Sr. Breakfast May 19th – one day to pick their seats; mixed boys and girls

**CITY OF MARLBOROUGH
CONSERVATION COMMISSION**

Minutes

March 5, 2015 (Thursday)

**Marlborough City Hall – 3rd Floor, Memorial Hall
7:00 PM**

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CITY OF MARLBOROUGH
2015 MAY 12 P 3 35

Members Present: Edward Clancy-Chairman, John Skarin, David Williams, Allan White, Dennis Demers and Karin Paquin. Also present was Priscilla Ryder-Conservation Officer.

Absent: Lawrence Roy

Approval of Minutes: The minutes of January 29, 2015 and February 19, 2015 were approved unanimously as amended.

Public Hearings:

Notice of Intent (Continuation)

85 Ames St. - Central Steel Supply Co.

Mr. Bruce Saluk from Bruce Saluk and Associates, Joseph Doucette from Central Steel Supply Co. and Erynn Marshal from Oxbow Associates were all present. Mr. Saluk provided a revised: 1 - drainage plan dated 3-4-15, 2 - Erosion control plan dated 3-4-15; Sheet 1 layout plan dated 3-4-15. He reviewed the construction sequencing plan requested by the Commission at the last meeting. It is outlined in Addendum #1 of the storm water drainage plans as Appendix E and shown on Sheet C3 as well. The Commission discussed the driveway relocation, the construction sequencing, the need for a stable base, because heavy equipment passes across the driveway. Erosion controls were discussed and curbing described. They do fall within the Water Supply Protection District and will be altering a portion of wetland. They are prepared to go before the City Council for the variance. They did note that this work was previously approved for the Preserve at Ames project and wondered if this overlap prevented them from having to go to City Council. Ms. Ryder will ask. Mr. Clancy noted that the building as designed is only 5 feet away from the driveway entrance and will be a tight fit. Mr. Doucette explained that there really wasn't an alternative. Mr. Demers asked about the perk tests done and soil encountered. Mr. Saluk indicated the boring logs are in the plans, but mostly found sand and gravel below the silty loam, so the infiltration systems should work well. Some soil will need to be brought in for the project fill. There will be extra loam once the trees are removed. They will use it on site and remove anything they don't need. After some discussion about the sensitive nature of this site and its proximity to Millham Brook tributary, the Commission closed the hearing. They reviewed a draft Order of Conditions and voted unanimously 6-0 to approve the draft Order of Conditions as written and amended.

Draft Order of Conditions

- DEP 212-1147 Lakeside Ave. – Crabtree at Lake Williams, LLC – gas line
Deshang Wang and Richard Roper representing Crabtree at Lake Williams were present. The Commission reviewed the draft Order of Conditions provided and got clarification that the gas company would be doing the actual pipe installation; the contractor for Crabtree would be doing the excavation work. The replication area was discussed. The Commission voted unanimously 6-0 to approve the Order of Conditions as written and amended.

Discussion/Other Business

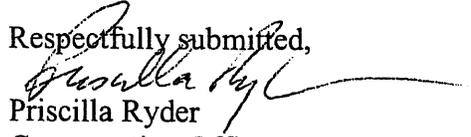
- Desert Natural Area – Sudbury Valley Trustees (SVT) and Dept. of Conservation Recreation. (DCR) proposed habitat restoration – continued discussion. Ms. Ryder provided the Commission with a memorandum from her and Commissioner Paquin summarizing a meeting held with both SVT and DCR will be doing some forest management to improve and expand the pitch pine scrub oak forest. Some additional thinning for forest stand management will be done on SVT's property and some additional thinning of the red pine stands will be done on the DCR property. Both operations were inquiring whether the city's Conservation Commission planned to join in this effort at this time. The forester who did the city's Forest Stewardship Plan suggested that the area near the recent burn would be recommended at this time, but not the western side near the DCR land which has too many non-native invasive plants that would need to be controlled. The Commission indicated that Ms. Ryder should inquire as to the cost associated with another restoration and whether some additional harvesting could offset the cost. The Commission noted that there are no funds for the project, so unless the project can support itself either with grants or timber sale that they would not be doing any of this work. Ms. Ryder will inquire. The DCR had also asked if the city would consider a landing on city property next to trail junction B. It would need to be about an acre and could then be converted to a meadow once the logging operation was completed. It could be used for a future landing for the Commission for future land management at no cost to the city. Further discussion about the roll the Commission wants to play resulted in the consensus that the Commission would play a supporting role for both SVT and DCR and will explore the possibility of doing some work in unit 8 and 2C as shown in the Forest Stewardship Plan if there is no cost to the city.
- DCR Forest Management Proposal - Ms. Ryder drafted comments for the Forest Management Proposal prepared by DCR or the State Forest section of the Desert Natural Area. The Commission reviewed the draft letter and made comment and agreed it should be sent.
- OARS Trout restoration - OARS informed the Commission that unfortunately they were not successful with the grant application to replace the culvert on Old Concord Rd. for trout restoration.
- DPW sent an e-mail informing the Commission that they would be doing waterline repair work on Walker St. next to Walker Brook. This is an exempt activity under the new

regulations. They will inform the Commission as to the date the work will begin and install erosion controls as necessary.

Meetings – Next Conservation meetings – March 19th and April 2nd, 2015 (Thursdays)

Adjournment- There being no further business the meeting was adjourned at 8:34 PM.

Respectfully submitted,



Priscilla Ryder
Conservation Officer

**MARLBOROUGH SCHOOL COMMITTEE
MARLBOROUGH, MA 01752**

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CITY OF MARLBOROUGH

2015 MAY 13 A 10:35
April 28, 2015

Call to Order

1. Chairman Vigeant called the Regular Meeting of the Marlborough School Committee to order at 7:35 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, Finance Officer Michael Bergeron, Clerk Melissa Irish & Student Representative Ryan Wambolt.

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. Executive Director of Special Education MTSS Presentation/Report

Ms. Heather Geary along with the several of the building Principals gave a Power Point presentation outlining the implementation of MTSS, along with Ms. Geary was:

Richer Elementary School Principal	Ms. Maria Silletti
Kane Elementary School Principal	Ms. Wendy Stanley
Jaworek Elementary School Principal	Ms. Cheryl Piccirelli
Whitcomb School Principal	Ms. Mary Murphy
Whitcomb School Co-Chairs	Ms. Angela Chouinard & Ms. Bethany Pritchard

An electronic version of the presentation is available

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

5. **Communications:** None

6. Superintendents Report:

Mr. Langlois gave his report covering a range of topics including: Resignation of Executive Director Abrams, HS Art Students Compete in Congressional Art Competition, New Superintendent Induction Program, FY '16 Budget Update, NEASC Draft Evaluation Report, MHS Music Students Competition Results from D.C. trip, Junior Women's Club Essay Award.

7. Acceptance of Minutes:

A. Minutes of April 14, 2015 School Committee Meeting

Motion made by Mrs. Matthews, seconded by Chairman Vigeant to accept the minutes of the April 14, 2015 School Committee Meeting as presented. Motion passed 6-0-1.

8. **Public Participation:** None

9. Action Items/Reports:

A. FY '16 Early Childhood Center Tuition

Mr. Bergeron and Ms. Tully presented to the committee the details of the proposed new Early Childhood Center Tuition

Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to accept the recommendation of Mr. Bergeron and approve the tuition increase as presented. Motion passed 6-0-1.

10. Reports of School Committee Sub-Committees:

Mrs. Matthews announced that negotiations have begun with the Administrative (Unit B) group.

11. Members Forum:

Mrs. Hennessy wanted to publically acknowledge Ms. Abrams noting from the entire committee thank you for your time here and for everything you have done. We are excited for your new opportunity but also sad to see you go.

12. Adjournment: Motion made by Mrs. Bodin-Hettinger, seconded by Chairman Vigeant to adjourn at 9:18 pm the motion passed unanimously.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Heidi Matthews', with a long horizontal stroke extending to the right.

Heidi Matthews
Marlborough School Committee

HM/mai