

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2014 AUG 21 P 1:47

1. Minutes of the City Council Meeting, JULY 21, 2014.
2. Communication from the Mayor re: DPW transfer request in the amount of \$34,000.000 which moves funds from Parks and Fields Capital to Capital Outlay-DPW Projects to fund preliminary master planning and conceptual design of future turf field projects.
3. Communication from the Mayor re: Doubling of Tax Exemptions.
4. Communication from the Mayor re: Executive Office of Public Safety and Security's 2015 State 911 Department Training and Regulatory grant and Health and Human Services grant in the amounts of \$58,199.32 and \$45,000.00 awarded to the Police Department to help offset personnel costs associated with training and diversion of people who have committed minor crimes who would be better served with appropriate mental health services.
5. Communication from the Mayor re: BayPath Elder Services grants in the amounts of \$7,500.00 & \$5,000.00 to support a part-time transportation coordinator and related costs associated with transporting seniors and to support multicultural outreach programs for Latino and Portuguese residents.
6. Communication from the Mayor re: Demand Fee Increase Authorization.
7. Communication from the Mayor re: GE Healthcare EDIP Application Creating a North American Headquarters.
8. Communication from the Mayor re: Building Department Operations & Proposed Order Amending City Code.
9. Communication from the Mayor re: Reappointment of Deborah Fox as City Collector to serve a term of one year to take effect on the first Monday following her appointment.
10. Communication from City Solicitor, Donald Rider re: IPG Photonics Corporation's TIF Proposal.
11. Communication from City Solicitor, Donald Rider re: Proposed Easements to Massachusetts Electric Company for Senior Center.
12. Communication from City Solicitor, Donald Rider re: Proposed Acquisition of Indian Hill and Callahan State Park Access Easement.
13. Communication from Assistant City Solicitor, Cynthia Panagore-Griffin re: Special Permit from Robert Stauber of Gensler, on behalf of Bank of America, to modify existing bank drive-thru from the existing condition of 1 ATM lane 1 VAT drive-up teller lane and 1 by-pass lane to 2 ATM lanes and 1 by-pass lane, 223 East Main St. in proper legal form Order No. 14-1005485B.
14. Communication from City Clerk, Lisa Thomas, re: State Primary Election Call.
15. Application of Yan Chun Zhang d/b/a Japan Car Service for renewal of Livery License at 197 Boston Post Road West.
16. Communication from Attorney Falk of Mirick O'Connell re: Notice of Representation (City Council Order No. 91-3822A).
17. Communication from Central MA Mosquito Control Board re: Investigating Resident's Complaints on following dates: August 6, 13, 20 & 27.
18. Communication from Central MA Mosquito Control Board re: Mosquito Control Update.
19. Communication from USAA on behalf of Marshall Falk.
20. Communication from USAA on behalf of Robert Pierce.
21. Communication from Amica on behalf of John Farias.
22. Communication from Hanover Insurance Group on behalf of Skinner Inc.

**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.**

23. Minutes, License Board, June 25, 2014.
24. Minutes, Conservation Commission, June 19, 2014.
25. Minutes, Traffic Commission, June 24, 2014.
26. Minutes, Planning Board, July 7 & 21, 2014.
27. Minutes, Youth Commission, April 15, May 6, June 18, 2014.
28. Minutes, Fort Meadow Commission, June 19, 2014.
29. CLAIMS:
  - A. Colleen Dalton-Petillo, 11 Cobblestone Ln., Worcester, MA, pothole or other road defect
  - B. Francis Poulin, 42 Blanchette Dr., residential mailbox claim 2(a)
  - C. Arthur Oliveira, 14 Susan Rd. pothole or other road defect
  - D. Brian Cox, 355 Bolton St., other property damage and/or personal injury
  - E. Robert Michaud, 16 Brook Meadow Cir., Framingham, MA, pothole or other road defect
  - F. Kavi Siegel, 1 James St., Milford, MA, pothole or other road defect claim
  - G. Anna Clarke, 21 Tremont St., pothole or other road defect claim & other property damage and/or personal injury
  - H. Charles Daniels, 59 Kosmas St., pothole or other road defect
  - I. Kristin Ohanian, 23 Prospect St., Watertown, MA, pothole or other road defect
  - J. Ricardo Goncalves, 85 Broad St., pothole or other road defect

#### REPORTS OF COMMITTEES:

30. That the City Council Legislative and Legal Affairs Committee review the list of Special Municipal Employees so designated by vote of the City Council to determine if changes are in order. More specifically, some positions may no longer be in existence and others may have changed to make the designation inappropriate and/or inconsistent with the conflict of interest statute. ....Submitted by City Council President Pope
31. That the Marlborough Economic Development (MEDC) Corporation develop a plan for a part-time Events Manager position to lead and coordinate city-wide cultural events and activities including, but not limited to, the Labor Day Parade, Home for the Holidays, Heritage Day, Festival, Mayor's Summer Concert Series, and Halloween Horribles' Parade, as well as the creation of a seasonal Farmers' Market. And, Further Ordered, That the MEDC is directed to craft a proposed job description for such position along with salary range and furnish to the Public Services Committee for consideration accompanied by a transfer request from the Mayor. ....Submitted by: Councilor Landers

#### UNFINISHED BUSINESS:

##### From Urban Affairs Committee

32. **Order No. 13/14-1005247F - Proposed Zoning Ordinance, Medical Marijuana Treatment Centers.**

The Proposed Zoning Ordinance for Medical Marijuana Treatment Centers includes comments from councilors from the prior Urban Affairs Committee meeting as well as any suggestions made by the Planning Board as a result of their Public Hearing. A communication from the Planning Board regarding action taken at its regular meeting on July 7, 2014 was read into the record. By a vote of 5-0 the Planning Board voted to send a favorable recommendation to the City Council regarding the changes to the City of Marlborough Zoning Ordinance to include Medical Marijuana Treatment Centers. The Board noted a concern that the restrictions imposed by the proposed ordinance seem excessive seeing there are significant licensing constraints at the state level already in place. Chairman Delano read through the

changes to the Zoning Ordinance and the recommendation of the Urban Affairs Committee is to approve as amended.

**Motion made by Councilor Landers, seconded by Chair, to approve as amended the proposed Zoning Ordinance for Medical Marijuana Treatment Centers. Carries 3-0. (Clancy and Tunnera absent)**

33. **Order No. 13/14-1005247G - Communication from the Planning Board re: Favorable Recommendation Pertinent to Proposed Zoning Amendment Section 650-5, New Section 650-32 Concerning Medical Marijuana Treatment Centers. (No action taken after moving to Reports of Committee from last meeting)**
34. **Order No. 14-1005880A - Communication from the Mayor re: Proposed Draft LED Sign Ordinance. The Urban Affairs Committee met to discuss the proposed draft LED Sign Ordinance as drafted by an LED sign committee. The proposed ordinance would define LED signs and place reasonable controls on their use within the City of Marlborough. They will be allowed through a Special Permit process where there will be limits on their allowed locations, brightness, and display colors. Motion made by Councilor Clancy, seconded by Chair, to approve as amended. Carries 5-0. (Item was advertised July 28, 2014).**
35. **Order No. 14-1005785B - Application for Special Permit from Robert Stauber of Gensler, on behalf of Bank of America, to modify existing bank drive-thru from the existing condition of 1 ATM lane 1 VAT drive-up teller lane and 1 by-pass lane to 2 ATM lanes and 1 by-pass lane, 223 East Main Street. Robert Stauber of Gensler Architectural Firm previously appeared before the Urban Affairs Committee on July 8, 2014 to present their request on behalf of Bank of America for a Special Permit to modify the existing drive-thru at 223 East Main Street. Mr. Stauber examined the possibility of modifying the site to prohibit left turns on exit at the request of the committee. He reported to the committee that making any such change would interfere with the current traffic circulation causing the site to become less safe. They propose the installation of 24 x 24 no left turn signs on both sides of the driveway and a large right turn only arrow painted in the driveway to discourage left turns off the site. President Pope, Acting Chair, read through the Special Permit Conditions. Motion made by Councilor Tunnera, seconded by Chair, to recommend approval of the Application for Special Permit from Bank of America, to modify existing bank drive-thru from the existing condition of 1 ATM lane 1 VAT drive-up teller lane and 1 by-pass lane to 2 ATM lanes and 1 by-pass lane, 223 East Main Street. Carries 4-0. Delano recused/Clancy absent; President Pope ex-officio, Acting Chairman**

#### **From Finance Committee**

36. **Order No. 14-1005873 – Transfer \$33,580.00 from Building Department Contract Services to Various Inspector Salary Accounts: The Finance Committee reviewed the Mayor’s letter dated July 2, 2014 requesting a transfer of \$33,580.00 from the Building Department Contract Services account to various inspector salary accounts. The funds are necessary to support inspection activities at Avalon Bay and are offset by mitigation payments made to the city. The Finance Committee voted 5 – 0 to approve the transfers.**

**From Operations and Oversight Committee**

37. **Order No. 14-1005875 - Communication from the Mayor re: Senior Center Budget.** Mayor Vigeant and Commissioner Ghiloni appeared before the Operations and Oversight Committee to provide a status update of the Senior Center project and explain any overruns. Commissioner Ghiloni explained the status of the two current change orders and a third change order that is pending as a result of recommendations from Site Plan Review. The committee would like to receive regular updates on the status of the project and will keep the Order in committee for that purpose. However the committee will recommend that the Partners Healthcare gift be made available for the expenses and budget of the Senior Center. **Motion made by Councilor Delano, seconded by the Chair that the Operations and Oversight Committee recommend against reducing the approved \$6.5 million bond by \$750,000.00; and, further, that the Partners Healthcare gift in the amount of \$750,000 be available to use toward the expenses of the Senior Center. Carries 3-0.**
38. **Order No. 14-1005883 - Communication from the Mayor re: Informational Letter Concerning City Towing Contracts.** Mayor Vigeant indicates his letter was for informational purposes and requires no action by the City Council. He explains the new arrangement with the three towing companies under contract with the City. Under the new contract, the towing companies will pay an annual fee of \$1500.00 to the City for the privilege of serving on the Police Tow Rotation List, will alternate towing responsibilities by week; the City will no longer charged for the towing of its vehicles and all tow drivers will submit to a CORI check with the Police Chief. **Motion made by Councilor Delano, seconded by Chair to recommend that the City Council accept the communication from the Mayor and place on file. Carries 3-0.**
39. **Order No. 14-1005886 - Communication from Jean & Michael Morrissey, 43 Sonia Drive re: Baby Safe Haven Signs.** Mr. and Mrs. Morrissey appeared before the committee to request approval for the placement of Baby Safe Haven signs at designated facilities (Marlborough Hospital, Police Station, and Fire Station). The Morrisseys will provide detailed information regarding the signs and their proposed placement on Marlborough's designated facilities as requested by the committee. **Motion made by Councilor Delano, seconded by Chair to recommend approval of the placement of Baby Safe Haven signs at designated facilities in the City of Marlborough. Carries 3-0.**

**From Legislative and Legal Affairs Committee**

40. **Order No. 14-1005881 - Communication from Mayor re: Order of Taking by Eminent Domain; Order of Acceptance of Deeds; Order Transferring Care, Management and Control to the conservation Commission; and Determination of Unique Acquisition in area known as Deer Foot Park.**  
Councilor Clancy recused himself due to conflict as member of Conservation Commission. Mayor Vigeant began by stating he had turned what he thought was a simple project over to legal department only to have it turn into a major project. Assistant Solicitor Panagore-Griffin detailed the research required to be able to complete the work necessary to have these parcels, which are land-locked by conservation land, ready to be transferred to the Conservation Commission. The 3 orders were taken separately.
- *Eminent Domain Order of Taking for certain portion of land located off of Concord Road in area known as "Deer Foot Park."* **Motion made and seconded to approve the Order of Taking for 7 parcels of land specified in Order, motion carried 2-0-1 (Clancy abstain)**
  - *Order of Acceptance of Deeds for purposes of augmenting the Desert Conservation Area with privately owned parcels of land.* **Motion was made and seconded to approve the Order of Acceptance**

**of Deeds specifying 7 parcels of land and 2 accounts available for the appropriation of money for said purpose, motion carried 2-0-1 (Clancy abstain).**

- *Order transferring to the Conservation Commission of the City of Marlborough for conservation purposes the care, custody, management and control of lots in the area known as Deer Foot Park. Motion was made and seconded to approve the order specifying eleven lots in area known as Deer Foot Park to be transferred to Conservation Commission, motion carried 2-0-1 (Clancy abstain).*

The chair then discussed the letter from Beverly Sleeper, Procurement Officer for City of Marlborough, which clarifies that the city is able to waive the advertisement requirements of MGL c. 30B, S16 with respect to the Plan of Lots of Deer Foot Park. That determination, as well as the names of the parties having a beneficial interest in the property, the location and size of property and proposed purchase price will be published in the July 16, 2014 edition of the Commonwealth's Central Register. Publishing must be done not less than 30 days before the City accepts the deeds. Thirty days works out to be August 15, 2014, so this must lay on the table until the Council's August 25<sup>th</sup> meeting when final action can occur.

41. **Order No. 14-1005882 - Eminent Domain Order of Taking for Certain Strips of Land for the Purpose of Reconstructing and Maintaining Simarano Drive.**

The mayor's July 2, 2014 letter requests this be done as a necessary step as part of the \$1.65 million MassWorks grant awarded to city last year with the taking to acquire permanent and temporary easements for guardrails, repaving and new sidewalks on Simarano Drive. The Assistant Solicitor informed the committee that an appraisal report for the properties is expected week of August 15, 2014. That report will be included in the packet for the August 25<sup>th</sup> meeting when final action can occur. Funds to pay the damages are available in construction funds from the grant so no further appropriation is needed. She also clarified that Puritan Way as listed in the order is now called Value Way. **Motion made and seconded to approve the Eminent Domain Order of Taking delineating the temporary and permanent easements for 12 addresses for purposes of reconstructing and maintaining Simarano Drive, motion carried 3-0.**

**From City Council**

42. **Order No. 14-1005802A - Application for Renewal of Junk Dealer's License by Best Buy Stores, LP #820, 769 Donald Lynch Blvd. Recommendation of the City Council to Table until next City Council meeting.**

43. **Order No. 14-1005803A - Application for Renewal of Junk Dealer's License by Best Buy Stores, LP #1966, 601 Donald Lynch Blvd. Recommendation of the City Council to Table until next 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**

**JULY 21, 2014**

Regular meeting of the City Council held on Monday, JULY 21, 2014 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Pope, Oram, Ossing, Robey, Delano, Page, Elder, Tunnera, Clancy, Irish, and Landers. Meeting adjourned at 9:02 PM.

**ORDERED:** That the minutes of the City Council meeting JULY 7, 2014, **FILE**; adopted.

**ORDERED:** That the **RESCHEDULED PUBLIC HEARING** On the Petition of NStar to install 105' of 4" plastic gas main as a system improvement to 31 Wellington St., Order No. 14-1005848A, all were heard who wish to be heard, hearing recessed at 8:05 PM; adopted.

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

**ORDERED:** That the **PUBLIC HEARING** On the Petition of NGrid and Verizon to relocate Pole 42 on Church Street and install a new guy Pole 42-84 on Plymouth Street, Order No. 14-1005884, all were heard who wish to be heard, hearing recessed at 8:07 PM; adopted

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

**ORDERED:** Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the MassWorks Infrastructure Grant Program awarded to the City of Marlborough in the amount of \$1,650,000.00 to be utilized for full depth reconstruction of Simarano Drive; adopted.

**ORDERED:** Under authority of MGL Chapter 44, Section 53A, the City Council hereby **APPROVES** the Assistance to Firefighters Grant awarded to the Fire Department in the amount of \$22,500.00 to replace the air compressor used to fill the Department's self-contained breathing apparatus; adopted.

**ORDERED:** That the Open Space and Recreation Plan approval by the Commonwealth of Massachusetts' Executive Office of Energy and Environmental Affairs, **FILE**; adopted.

**ORDERED:** That the Appointment of Robin Williams to the Board of Health for a term to expire January 5, 2015, refer to **PERSONNEL COMMITTEE**; adopted.

**ORDERED:** That the IPG Photonics Tax Increment Finance Agreement, refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the City Council of the City of Marlborough, for purposes of the conflict of interest law set forth in MGL c. 268A, hereby designates Marlborough School Committee positions as special municipal employees, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That the City Council of the City of Marlborough, having designated for purposes of the conflict of interest law set forth in MGL c. 268A that Marlborough School Committee positions are special municipal employees, hereby declares, pursuant to MGL c. 268A, § 20(d), that the financial interests of School Committee members Heidi Matthews and Denise Ryan, as set forth in their attached disclosure forms, are exempt from MGL c. 268A, § 20, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

ORDERED: That the Special Permit from Michael Almada of TRM, on behalf of TMobile to modify antennas at existing wireless communication facility at 860 Boston Post Rd., in proper legal form, Order No. 14-1005820A, **MOVED TO REPORTS OF COMMITTEE**; adopted.

ORDERED: That the Special Permit from Michael Almada of TRM, on behalf of TMobile to modify antennas at existing wireless communication facility at 460 Boston Post Rd., in proper legal form, Order No. 14-1005821A, **MOVED TO REPORTS OF COMMITTEE**; adopted.

ORDERED: That the Communication from the Planning Board re: Non-favorable Recommendation to Accept Lacombe St. Ext. as a Public Way, refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Communication from the Planning Board re: Favorable Recommendation Pertinent to Proposed Zoning Amendment Section 650-5, New Section 650-32 Concerning Medical Marijuana Treatment Centers, Order No. 12/13/14-1005247F, **MOVED TO REPORTS OF COMMITTEE**; adopted.

ORDERED: That the Communication from Mark Donahue of Fletcher Tilton on behalf of Chick-Fil-A, Inc., re: to extend time limitations on application for Special Permit, to construct and operate an approximate 4,876 square foot single story building with drive-thru service restaurant at 230 Boston Post Road West, to September 30, 2014 until 5:00 PM, Order No. 14-1005761C, **APPROVED**; adopted.

ORDERED: That the Communication from Attorney Gadbois re: Site Plan Approval, Hilton Garden Inn, 170 Forest St., Order No. 14-1005727B, refer to **SITE PLAN REVIEW AND URBAN AFFAIRS COMMITTEE**; adopted.

ORDERED: That the Minutes, Planning Board, June 16, 2014, **FILE**; adopted.

ORDERED: That the Minutes, Zoning Board of Appeals, June 3, 2014, **FILE**; adopted.

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

- A. William & Sandra DeOliveira, 60 Mosher Lane, other property damage and/or personal injury
- B. Anna Gleason, 6 Gleason St. Ext., other property damage and/or personal injury
- C. Meghan O'Brien, 15 White Terr., other property damage and/or personal injury
- D. Alyson McDonald, 15 Daley Cir., pothole or other road defect claim
- E. Elizabeth Correia, 96 Church St., other property damage and/or personal injury
- F. Leslie Meyers, 223 Vega Rd., residential mailbox claim 2(a)
- G. Bai Chen, 250 Campus Dr., pothole or other road defect claim

Reports of Committees:

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

Date: July 8, 2014

Time: 5:30 PM

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

Convened: 5:30 PM

Adjourned: 6:11 PM

Present: Chairman Delano; Urban Affairs Committee Members Councilors Landers and Page; Councilors Pope, Robey

Absent: Councilors Clancy and Tunnera

Also Present: Assistant City Solicitor Panagore Griffin

**Order No. 13/14-1005247E:** Proposed Zoning Ordinance, Medical Marijuana Treatment Centers.

The Proposed Zoning Ordinance for Medical Marijuana Treatment Centers includes comments from councilors from the prior Urban Affairs Committee meeting as well as any suggestions made by the Planning Board as a result of their Public Hearing. A communication from the Planning Board regarding action taken at its regular meeting on July 7, 2014 was read into the record. By a vote of 5-0 the Planning Board voted to send a favorable recommendation to the City Council regarding the changes to the City of Marlborough Zoning Ordinance to include Medical Marijuana Treatment Centers. The Board noted a concern that the restrictions imposed by the proposed ordinance seem excessive seeing there are significant licensing constraints at the state level already in place. Chairman Delano read through the changes to the Zoning Ordinance and the recommendation of the Urban Affairs Committee is to approve as amended.

**Motion made by Councilor Landers, seconded by Chair, to approve as amended the proposed Zoning Ordinance for Medical Marijuana Treatment Centers. Carries 3-0. (Clancy and Tunnera absent)**

Recorded by: Sara Corbin

***Reported by: Chairman Delano  
July 21, 2014***



Reports of Committee continued:

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

Date: July 15, 2014

Time: 5:30 PM

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

Agenda Item(s) addressed:

Convened: 5:42 PM

Recessed: 6:14 PM

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

**Order No. 14-1005880:** Communication from the Mayor re: Proposed Draft LED Sign Ordinance. The Urban Affairs Committee met to discuss the proposed draft LED Sign Ordinance as drafted by an LED sign committee. The proposed ordinance would define LED signs and place reasonable controls on their use within the City of Marlborough. They will be allowed through a Special Permit process where there will be limits on their allowed locations, brightness, and display colors. Motion made by Councilor Clancy, seconded by Chair, to approve as amended. **Carries 5-0.**

There was a two minute recess taken at 6:14 PM.

***Reported by: Chairman Delano  
July 21, 2014***

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

Meeting Name: City Council Urban Affairs Committee

Date: July 15, 2014

Time: 5:30 PM

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

Re-convened: 6:16 PM

Adjourned: 6:32 PM

Present: President Pope, Acting Chair; Urban Affairs Committee Members Councilors Landers, Tunnera, and Page; Councilors Robey and Elder

Absent: Councilors Delano (abstained) and Clancy

Also Present: Robert Stauber, Gensler Architectural Firm

The Urban Affairs Committee re-convened at 6:16 PM to review Order No. 14-1005785A.

Reports of Committee continued:

**Order No. 14-1005785A:** Application for Special Permit from Robert Stauber of Gensler, on behalf of Bank of America, to modify existing bank drive-thru from the existing condition of 1 ATM lane 1 VAT drive-up teller lane and 1 by-pass lane to 2 ATM lanes and 1 by-pass lane, 223 East Main Street. Robert Stauber of Gensler Architectural Firm previously appeared before the Urban Affairs Committee on July 8, 2014 to present their request on behalf of Bank of America for a Special Permit to modify the existing drive-thru at 223 East Main Street. Mr. Stauber examined the possibility of modifying the site to prohibit left turns on exit at the request of the committee. He reported to the committee that making any such change would interfere with the current traffic circulation causing the site to become less safe. They propose the installation of 24 x24 no left turn signs on both sides of the driveway and a large right turn only arrow painted in the driveway to discourage left turns off the site. President Pope, Acting Chair, read through the Special Permit Conditions. **Motion made by Councilor Tunnera, seconded by Chair, to recommend approval of the Application for Special Permit from Bank of America, to modify existing bank drive-thru from the existing condition of 1 ATM lane 1 VAT drive-up teller lane and 1 by-pass lane to 2 ATM lanes and 1 by-pass lane, 223 East Main Street. Carries 4-0. Delano recused/Clancy absent; President Pope ex-officio, Acting Chairman**

Motion made by Councilor Tunnera, seconded by Chair, to adjourn. Carries 4-0.

Adjourned at 6:32 PM.

*Reported by: President Pope, Acting Chair  
July 21, 2014*

Councilor Ossing reported the following out of the Finance Committee:

**Marlboro City Council Finance Committee  
Monday July 14 2014  
In Council Chambers**

Present: Chairman Ossing; Finance Committee members Councilors Robey, Oram, Elder, and Irish. Councilors Delano and Landers were also in attendance. The meeting convened at 7:00 PM.

**1. Order #14-1005872 – Transfer \$956,208.00 from the Undesignated Stabilization Account to Various Capital Outlay Accounts:** The Finance Committee reviewed the Mayor's letter dated July 2, 2014 requesting the transfer of \$956,208.00 from the Undesignated Stabilization Account to the following capital outlay accounts:

- \$500,000.00 – School Equipment (Approved 4-0-1 Councilor Oram abstained)
- \$378,243.00 – Emergency Management (Approved 5 – 0)
- \$27,985.00 – DPW Projects (Approved 5 – 0)
- \$49,980.00 – Police Department Equipment (Approved 5 – 0)

**The Finance Committee voted to approve the transfers as indicated above. The Finance Committee recommended suspending the rules at the July 21, 2014 City Council meeting to report the transfers to the full Council for a vote.**

Reports of Committee continued:

**2. Order #14-1005873 – Transfer \$33,580.00 from Building Department Contract Services to Various Inspector Salary Accounts:** The Finance Committee reviewed the Mayor's letter dated July 2, 2014 requesting a transfer of \$33,580.00 from the Building Department Contract Services account to various inspector salary accounts. The funds are necessary to support inspection activities at Avalon Bay and are offset by mitigation payments made to the city. **The Finance Committee voted 5 – 0 to approve the transfers.**

The Finance Committee adjourned at 8:08 PM.

Councilor Elder reported the following out of the Operations and Oversight Committee:

Meeting Name: City Council Operations and Oversight Committee

Date: July 14, 2014

Time: 5:30 PM

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

Convened: 5:38 PM

Adjourned: 6:38 PM

Present: Chairman Elders; Operations and Oversight Committee Members Councilors Delano and Landers, Councilors Pope and Robey

Also Present: John Ghiloni, Commissioner of Public Works; Diane Smith, Auditor; Mayor Arthur Vigeant; Brian Doheny, Comptroller; Jean and Michael Morrissey

**Order No. 14-1005875:** Communication from the Mayor re: Senior Center Budget. Mayor Vigeant and Commissioner Ghiloni appeared before the Operations and Oversight Committee to provide a status update of the Senior Center project and explain any overruns. Commissioner Ghiloni explained the status of the two current change orders and a third change order that is pending as a result of recommendations from Site Plan Review. The committee would like to receive regular updates on the status of the project and will keep the Order in committee for that purpose. However the committee will recommend that the Partners Healthcare gift be made available for the expenses and budget of the Senior Center. **Motion made by Councilor Delano, seconded by the Chair that the Operations and Oversight Committee recommend against reducing the approved \$6.5 million bond by \$750,000.00; and, further, that the Partners Healthcare gift in the amount of \$750,000 be available to use toward the expenses of the Senior Center. Carries 3-0.**

**Order No. 14-1005883:** Communication from the Mayor re: Informational Letter Concerning City Towing Contracts. Mayor Vigeant indicates his letter was for informational purposes and requires no action by the City Council. He explains the new arrangement with the three towing companies under contract with the City. Under the new contract, the towing companies will pay an annual fee of \$1500.00 to the City for the privilege of serving on the Police Tow Rotation List, will alternate towing responsibilities by week; the City will no longer charged for the towing of its vehicles and all tow drivers will submit to a CORI check with the Police Chief. **Motion made by Councilor Delano, seconded by Chair to recommend that the City Council accept the communication from the Mayor and place on file. Carries 3-0.**

Reports of Committee continued:

**Order No. 14-1005886:** Communication from Jean & Michael Morrisey, 43 Sonia Drive re: Baby Safe Haven Signs. Mr. and Mrs. Morrisey appeared before the committee to request approval for the placement of Baby Safe Haven signs at designated facilities (Marlborough Hospital, Police Station, and Fire Station). The Morriseys will provide detailed information regarding the signs and their proposed placement on Marlborough's designated facilities as requested by the committee. **Motion made by Councilor Delano, seconded by Chair to recommend approval of the placement of Baby Safe Haven signs at designated facilities in the City of Marlborough. Carries 3-0.**

Motion made by Councilor Delano, seconded by Chair to adjourn. **Carries 3-0.** Adjourned at 6:38 PM.

***Reported by: Chairman Elder  
July 21, 2014***

Councilor Robey reported the following out of the Legislative and Legal Affairs Committee:

City Council Legislative and Legal Affairs Committee  
Tuesday, July 15, 2014 - In Council Chambers  
Minutes and Report

Present: Chairman Clancy, Councilor Robey and Councilor Delano. Also present were Mayor Vigeant for items 1 & 2 and Assistant City Solicitor Panagore Griffin for all 3 items. Vice-chair Robey called the meeting to order at 5:05 PM.

The committee met to discuss three items.

**Item #1: Order #14-1005874, Communication from Mayor re: Intermunicipal Agreement with Town of Hudson to assist with the Board of Health.**

The mayor discussed his July 2, 2014 letter containing the draft agreement. This proposed agreement is similar to one we have with Town of Sudbury for Veteran's Agent and will allow Hudson's Director of Public and Community Health Services to provide operational consulting, and if needed, emergency inspection services in the office of the Board of Health of the City of Marlborough while we operate without our Sanitarian/Health Director. Payment for work performed will be paid from contract services line item in FY15. The mayor did agree the term of the agreement should be July 1<sup>st</sup> to agree with the opening sentence specifying its effective date. He had planned to use a 60-day appointment but is choosing to wait for council approval; therefore he asked for a Suspension of Rules to have this acted on at the July 21<sup>st</sup> council meeting.

**Motion made and seconded to approve the Intermunicipal Agreement with Town of Hudson to assist with Board of Health with amended date, carries 3-0.**

**Motion made and seconded to ask for Suspension of Rules to add as action item for July 21<sup>st</sup> meeting, carried 3-0.**

Reports of Committee continued:

**Item #2: Order #14-1005881, Communication from Mayor re: Order of Taking by Eminent Domain; Order of Acceptance of Deeds; Order Transferring Care, Management and Control to the conservation Commission; and Determination of Unique Acquisition in area known as Deer Foot Park.**

Councilor Clancy recused himself due to conflict as member of Conservation Commission.

Mayor Vigeant began by stating he had turned what he thought was a simple project over to legal department only to have it turn into a major project. Assistant Solicitor Panagore-Griffin detailed the research required to be able to complete the work necessary to have these parcels, which are land-locked by conservation land, ready to be transferred to the Conservation Commission. The 3 orders were taken separately.

- *Eminent Domain Order of Taking for certain portion of land located off of Concord Road in area known as "Deer Foot Park."* **Motion made and seconded to approve the Order of Taking for 7 parcels of land specified in Order, motion carried 2-0-1 (Clancy abstain)**
- *Order of Acceptance of Deeds for purposes of augmenting the Desert Conservation Area with privately owned parcels of land.* **Motion was made and seconded to approve the Order of Acceptance of Deeds specifying 7 parcels of land and 2 accounts available for the appropriation of money for said purpose, motion carried 2-0-1 (Clancy abstain).**
- *Order transferring to the Conservation Commission of the City of Marlborough for conservation purposes the care, custody, management and control of lots in the area known as Deer Foot Park.* **Motion was made and seconded to approve the order specifying eleven lots in area known as Deer Foot Park to be transferred to Conservation Commission, motion carried 2-0-1 (Clancy abstain).**

The chair then discussed the letter from Beverly Sleeper, Procurement Officer for City of Marlborough, which clarifies that the city is able to waive the advertisement requirements of MGL c. 30B, S16 with respect to the Plan of Lots of Deer Foot Park. That determination, as well as the names of the parties having a beneficial interest in the property, the location and size of property and proposed purchase price will be published in the July 16, 2014 edition of the Commonwealth's Central Register. Publishing must be done not less than 30 days before the City accepts the deeds. Thirty days works out to be August 15, 2014, so this must lay on the table until the Council's August 25<sup>th</sup> meeting when final action can occur.

Reports of Committee continued:

**Item #3- Order #14-1005882, Eminent Domain Order of Taking for Certain Strips of Land for the Purpose of Reconstructing and Maintaining Simarano Drive.**

The mayor's July 2, 2014 letter requests this be done as a necessary step as part of the \$1.65 million MassWorks grant awarded to city last year with the taking to acquire permanent and temporary easements for guardrails, repaving and new sidewalks on Simarano Drive. The Assistant Solicitor informed the committee that an appraisal report for the properties is expected week of August 15, 2014. That report will be included in the packet for the August 25<sup>th</sup> meeting when final action can occur. Funds to pay the damages are available in construction funds from the grant so no further appropriation is needed. She also clarified that Puritan Way as listed in the order is now called Value Way. **Motion made and seconded to approve the Eminent Domain Order of Taking delineating the temporary and permanent easements for 12 addresses for purposes of reconstructing and maintaining Simarano Drive, motion carried 3-0.**

Motion made and seconded to adjourn, carries 3-0.

Meeting Adjourned: 5:37 PM.

Recorded by: Vice-chairman Robey

**Reported by Chair Robey**

**For Agenda: July 21, 2014**

Councilor Robey reported the following out of the Wireless Communications Committee:

City Council Wireless Communications Committee

Tuesday, July 15, 2014 – In Council Chambers

Minutes and Report

Present: Chair Robey and Councilor Oram. Also present were Donald Rider, City Solicitor; Michael Almada, Tower Resource Management (TRM) acting as agent for T-Mobile; Brian Grossman from Anderson & Kreiger LLP, outside legal counsel for T-Mobile and Julie Riley, court reporter hired by T-Mobile. Councilor Clancy absent. The meeting convened at 7:34 PM.

The Committee reviewed two orders as follows:

**1.) Order No. 14-1005820, an Application for a Special Permit by TRM on behalf of T-Mobile Northeast, LLC to modify antennas at existing wireless communications facility at 860 Boston Post Road.**

Reports of Committee continued:

This facility is located at the city's Easterly Wastewater Treatment Plant and the work will include replacement of six of the nine panel antennas with six newer models, add one fiber optic cable and fiber jumpers. The chair began by stating that the City Council has practice of using standard conditions for all wireless communication facilities and those were sent to the applicant. The applicant then returned those with modifications along with a letter from Karen Crist, Senior Corporate Counsel for T-Mobile explaining their concerns with the draft conditions. The chair continued by outlining two suggested changes to page 1, evidence where the Site name is incorrect and the date of the plans is wrong, pointing out this committee will recommend referral to legal to be put into proper legal form at which time an additional item will be added to evidence detailing the site, and that because we are up against the 90-day clock the chair will be asking for a suspension of rules to ask the full City Council to act on the matter at the July 21<sup>st</sup> meeting. Using a clean copy of the recently approved special permit for modifications to T-Mobile's site at 75 Donald Lynch Blvd., the chair read into the record the ten standard conditions that would be included in this decision.

Attorney Grossman was then given an opportunity to speak where he outlined T-Mobile's issues with the conditions. He began with the Condition #6, payment of fee to open space account and the late fee. In reviewing recently approved special permits, T-Mobile's internal counsel, citing several cases, suggested these fees are impermissible under both state and federal regulations. He then discussed the federal Middle Class Tax Relief and Job Creation Act of 2012, specifically Section 6409 of that Act and its impact on Condition #4. Section 640 is designed to facilitate wireless companies to upgrade and quickly build out to 4G, avoid protracted permitting processes and imposition of additional conditions. All of this is borne out in guidance by FCC that the permit should be administratively approved and not require a special permit. He also cited a 2013 ruling by MA AG's office for town of Mt. Washington ordinance change. Condition #8 was discussed with comments that under current FCC rules this type of facility is exempt and therefore annual reporting is unnecessary. Modifications to the draft were made by T-Mobile to be more consistent while still reserving their rights that it may be inconsistent with FCC regulations.

Solicitor Rider then offered comments beginning with Section 6409 stating since FCC had asked for comment on this section because what was enacted by Congress is very confusing, it is difficult to understand exactly what it means and open to broad interpretation. In his opinion, if 6409 allows discretionary review then conditions would be allowed. Further discussion was held on the fee including the fact that the original special permit from 2005 includes this fee and T-Mobile has been paying the fee.

**Motion made and seconded to approve conditions as read into the record by the Chair with exception of condition #6. City Solicitor Rider is to offer opinion for the full City Council on the legality of the annual payment required by said condition #6. Adopted 2-0 (Clancy absent)**

**Motion made and seconded to refer to the City Solicitor to be placed in proper legal form. Adopted 2-0 (Clancy absent)**

Reports of Committee continued:

**Motion made and seconded to ask for Suspension of the Rules to allow the Special Permit for modifications to T-Mobile wireless facilities at 860 Boston Post Road to be acted on at the July 21, 2014 regular meeting. Adopted 2-0 (Clancy absent)**

**2.) Order #14-1005821, Application for Special Permit from Michael Almada of TRM on behalf of T-Mobile to modify antennas at existing wireless communications facility at 450/460 Boston Post Road.**

This facility is a roof mounted antenna located at Countryside Village apartments with proposed work to replace the existing three antenna with three new antenna, replace the mounting pole and ballast frame with a 12' X 12' base and enlarge the diameter of the canister from 24" to 36" in diameter and add one fiber optic cable and fiber jumpers.

The chair noted that the same ten conditions read into the record for the previous special permit decision will be applied to the site at 450/460 Boston Post Road and the reading of the conditions would be waived. T-Mobile has sent similar letter referencing their objection to some of the conditions and their proposed changes. Attorney Grossman stated T-Mobile's objections outlined in the prior special permit pertain to this special permit also.

**Motion made and seconded to approve conditions as read into the record by the Chairman with exception of condition #6. City Solicitor Rider is to offer opinion for the full City Council on the legality of the annual payment required by said condition #6. Adopted 2-0 (Clancy absent)**

**Motion made and seconded to refer to the City Solicitor to be placed in proper legal form. Adopted 2-0 (Clancy absent)**

**Motion made and seconded to ask for Suspension of the Rules to allow the Special Permit for modifications to T-Mobile wireless facilities at 450/460 Boston Post Road to be acted on at the July 21, 2014 regular meeting. Adopted 2-0 (Clancy absent)**

Motion to adjourn was made and seconded. 2-0 (Clancy absent)

Meeting adjourned at 8:38 PM.

Recorded by: Chair Robey

*Reported by: Chair Robey*

*For Agenda: July 21, 2014*



**Suspension of the Rules requested – granted**  
ORDERED:

**CITY COUNCIL RESOLUTION**

**Whereas**, H.4181 and S.2241 have been referred to a Joint Conference Committee on the Economic Legislation, and

**Whereas**, H.4181, Sections 74 and 75 includes language which would allow telecom companies, third party tower developers and speculators to place wireless antennas and equipment on virtually any building or structure in any location in any community, and override all municipal zoning laws, ordinances, and local authority to protect neighborhoods and the public from unsightly and intrusive antenna and equipment,

**Now Therefore Be It Resolved**, that the Marlborough City Council expresses its concern to the Joint Conference Committee members (The Honorable Joseph F. Wagner, House Chair; The Honorable Stephen M. Brewer, Senate Chair; The Honorable Ann-Margaret Ferrante, House Vice-Chair; The Honorable Gale D. Candaras, Senate Vice-Chair; The Honorable Susan Gifford, Ranking House Member; and The Honorable Donald F. Humason, Jr., Ranking Senate Member) and to our legislative delegation (The Honorable James Eldridge, Senate; The Honorable Danielle W. Gregoire, House and The Honorable Thomas P. Conroy, House) regarding any effort to limit or strip municipalities of any ability to regulate the placement, construction or modification of wireless infrastructure; and further requests that the Joint Committee report out a bill which does not contain Section 74 and/or 75 of the House Economic Development Bill (H.4181) or any language which will negate or limit any local control over wireless infrastructure placement, construction or modification.

**Suspension of the Rules requested – granted**

ORDERED: BE IT ORDAINED BY THE CITY COUNCIL OF THE CITY OF MARLBOROUGH THAT THE CITY CODE OF THE CITY OF MARLBOROUGH, AS AMENDED, BE FURTHER AMENDED BY AMENDING CHAPTER 526, ENTITLED “SIGNS,” WHICH AMENDMENTS SHALL SUPERSEDE SECTION 526-7N AS PROMULGATED UNDER ORDER NO. 13-1005520A, AS FOLLOWS:

1. § 526-2, entitled “Definitions,” is amended by inserting the following definitions:

DIGITAL DISPLAY SIGN: A sign or portion thereof that incorporates light-emitting diode (LED), fiber optic or similar technology to allow messages to change or stay static.

ELECTRONIC MESSAGE CENTER (EMC) SIGN: An on-premises electronically-activated changeable sign or portion thereof whose variable message and/or graphic presentation capability can be electronically programmed and have the capability of changing or staying static. EMCs typically use light-emitting diodes (LEDs) as a lighting source or similar technology.

2. Chapter 526 is further amended by inserting after § 526-12 a new section, entitled “Electronic Message Center and Digital Display Signs,” as follows:

§ 526-13. Electronic Message Center Signs and Digital Display Signs.

A. Applicability.

Notwithstanding any general ordinance or special law to the contrary, the following regulations governing Electronic Message Center (“EMC”) Signs and Digital Display Signs shall be in effect.

The regulations in § 526-13 permit Digital Display signs and Electronic Message Center (“EMC”) signs in all zoning districts except for Rural Residence (“RR”) Districts, Residence (“A-1”) Districts, Residential (“A-2”) Districts, Residential (“A-3”) Districts, Residential B (“RB”) Districts, Residential C (“RC”) Districts, Retirement Community Residential (“RCR”) Districts, and the Downtown Business District outlined in § 526-9L., in which districts such signs are strictly prohibited. Digital Display signs and EMC signs shall be permitted with the approval of the Building Inspector, shall be subject to all other provisions governing signs in Chapter 526 of the City’s sign ordinance, and shall require a special permit. The special permit granting authority shall be the City Council. In the event of a conflict between these provisions and other provisions governing signs in Chapter 526, these provisions shall prevail.

This § 526-13 shall apply to all exterior Digital Display signs and all exterior EMC signs, and also to all such signs that are within 3 feet of the interior of a business window and that are visible from the outside of the business window. It shall not otherwise apply to signs or displays located within a commercial structure.

B. Standards.

EMC signs and Digital Display signs shall be allowed by special permit, but only pursuant to the following standards:

1. Sign Type: EMC signs shall only be permitted as part of a freestanding sign and shall comply with all of the requirements of § 526-9.
2. Number of Signs: There shall only be one (1) EMC sign permitted on each nonresidential-zoned parcel.
3. Display Area: No more than twenty-five percent (25%) of the allowable sign face shall be dedicated to the EMC portion of said sign. The EMC display portion of said sign is not to exceed a maximum of twenty-four (24) square feet.
4. Design: The EMC area must be integral to the design of the sign and shall not be the dominant element. The EMC portion of the sign face shall not be the uppermost element, but shall instead be located in the bottom one-half ( $1/2$ ) of the sign face. Digital Display signs may be located on free standing signs and wall signs, but are prohibited on portable, temporary, awning, marquee or canopy, projecting banner, window sign, and suspended signs.

5. Automatic Dimming: No Digital Display sign or EMC sign shall be erected without an automatic light sensing device such as a light detector or photocell by which the sign's brightness can be dimmed when ambient light conditions darken.
6. Brightness and Color: The Digital Display sign or EMC sign must not display light of such intensity or brilliance so as to cause glare or otherwise impair the vision of any driver, result in a nuisance to any driver or interfere with traffic signals. From sunrise to sunset, the background or field shall be a single color and the message shall be a single contrasting color. From sunset to sunrise, the background or field shall be a single dark color and the message shall be a single contrasting color. The light intensity for all accessory and non-accessory EMC signs shall not exceed maximum luminance intensity levels of 350 (cd/m<sup>2</sup>) nits from sunset to sunrise and 6,000 (cd/m<sup>2</sup>) nits from sunrise to sunset. A photoelectric sensor shall be installed on the sign structure and set to register the ambient light produced at sunset on any given day. The ambient light level shall determine the cutoff between the two (2) maximum luminance intensity levels, measured in nits, set forth above. Upon installation of the sign, an employee or agent of the Building Department shall confirm compliance with the above nit levels. EMC and Digital Display signs are subject to inspection at the discretion of the Building Inspector. All lighting used to illuminate signs shall be installed so that neither direct nor reflected illumination from such lighting shall cause a public nuisance to adjacent lots or abutting streets. In addition to the maximum luminosity intensity levels set forth above, all displays should adjust brightness intensity according to ambient light conditions to ensure optimum legibility.
  - a. A 100 hour break-in period for new signs, if absolutely required, shall be allowed under a special permit.
7. Inspections: Luminosity levels shall be inspected as needed by the City's zoning enforcement officer, or an agent of the City's zoning enforcement officer, using standard industry best practices for such measurement.
8. Effects: The EMC message or the digital display shall not grow, melt, X-ray, scroll, write on, travel, inverse, roll, twinkle, snow, rotate, flash, blink, move, spin, wave, rumble or present pictorials or other animation and/or intermittent illumination. Subject to the foregoing restrictions, temperature and time may change as necessary. The message shall be limited to alphanumeric characters, one color per message.
9. Operational Limitations: Such displays shall contain static messages only, and shall not have movement of any part of the sign structure, design, or pictorial segment of the sign, including the movement or appearance of movement of any illumination or the slashing, scintillating or varying of light intensity.
  - a. Sequential messages are prohibited. Only complete messages shall be allowed.
10. Minimum Display Time: Except for time and temperature, each message on the EMC sign must be displayed for a minimum of 60 seconds.

11. Message Change Sequence: The change of messages on an EMC sign must be accomplished with a maximum interval of no more than 0.3 seconds of time between messages.
12. Setbacks from Residential Zoned Areas: The sign must be set back a minimum distance of two hundred feet (200') from the nearest point of any abutting residentially zoned district. If, because of the shape, size and/or proximity of a commercial lot to a residentially zoned district it is not possible to place the sign more than 200 feet from the nearest point of an abutting residentially-zoned district, then the Planning Board may grant a variance for closer placement, provided that when located within 200 feet of a residentially-zoned district, all digital display portions of the sign shall be oriented so that no portion of the sign is visible from an existing primary residential structure in that district.
13. Hours of Operation: EMC signs which have an undue negative impact on pre-existing residential areas may be required to be turned off after posted business hours.
14. Malfunctioning Signs: Signs that malfunction shall be turned off immediately.
15. Spacing: Digital Display signs and EMC signs shall be at least one hundred feet (100') apart. If, because of the shape and size of a commercial lot it is not possible to place a new sign more than 100 feet from an existing EMC sign or Digital Display sign, then the Planning Board may grant a variance for closer placement. Coordinated messages between or among EMC signs and/or Digital Display signs are strictly prohibited.
16. Special Permit Criteria: Criteria for approval by the City Council of a special permit shall include, but are not limited to, the following:
  - a. All other signage on-site is in compliance with zoning requirements.
  - b. In addition to other signs on-site, the proposed sign does not create unnecessary visual clutter or constitute signage overload for the lot or surrounding neighborhood or street.
  - c. The proposed sign does not substantially block visibility of signs on abutting lots.
  - d. The proposed sign does not substantially block solar access of, or the view from, windows of residential dwellings on abutting lots.
  - e. The proposed illumination is appropriate to the site and is appropriately located with respect to the character of the surrounding neighborhood.
  - f. Whether the scale and/or location of a proposed Digital Display sign or EMC sign is appropriate.
  - g. Whether the dimensions of the proposed sign exceed the area limitations of this Chapter.

C. Legally Pre-Existing Non-Conforming EMC And Digital Display Signs.

Legally pre-existing non-conforming EMC signs and Digital Display signs, to the extent they have the technical capability to do so, shall be operated in conformance with the operational standards set forth in this § 526-13. In the absence of a light sensing device, sign owners shall ensure either that the signs are dimmed to meet brightness standards set forth in § 526-13 B(6.) above or that the signs are turned off from sunset to sunrise. All legally pre-existing non-conforming signs shall be brought into compliance with this amendment upon being significantly updated or replaced, as determined by the Building Inspector or a designee of the Building Inspector, or at the end of 10 years from the date of approval of this amendment, whichever is sooner.

D. Governmental Exemption.

Governmental entities are exempt from the above provisions and regulations.

**ADVERTISED AND PLACE ON THE CITY COUNCIL AGENDA FOR AUGUST 25, 2014.**

**Suspension of the Rules requested – granted**

**ORDERED:** That the Application for Special Permit from Robert Stauber of Gensler, on behalf of Bank of America, to modify existing bank drive-thru from the existing condition of 1 ATM lane 1 VAT drive-up teller lane and 1 by-pass lane to 2 A TM lanes and 1 by-pass lane, 223 East Main St., Order No. 14-1005785A, refer to **CITY SOLICITOR TO PLACE IN PROPER LEGAL FORM FOR AUGUST 25, 2014 CITY COUNCIL AGENDA.**

**Suspension of the Rules requested – granted**

**ORDERED:** That the following Intermunicipal Agreement with Town of Hudson to assist with the Board of Health, be and is herewith **APPROVED.**

**INTERMUNICIPAL AGREEMENT**

**Between the City of Marlborough and the Town of Hudson**

Pursuant to M.G.L. c. 40, § 4A, this Intermunicipal Agreement, approved by the Marlborough City Council and the Selectmen of the Town of Hudson (collectively, the “Parties”), is hereby entered into and is effective from 1st day of July, 2014 by and between the City of Marlborough (“Marlborough”) and the Town of Hudson (“Hudson”) in accordance with the following terms:

1. Purpose and Duties:

- (A) This Agreement contractually enables the Director of Public and Community Health Services (the “Director”) in the Town of Hudson to perform operational consulting in the office of the Board of Health of the City of Marlborough (“Board of Health”). The Director shall remain an employee of the Town of Hudson, and shall be subject to standard personnel practices thereof.

(B) The duties and responsibilities of the Director shall be as follows:

- i. Provide direction, advice, and professional guidance to the Board of Health and their employees regarding the execution of their daily responsibilities;
- ii. In conjunction with the Mayor's office, facilitating the delegation of duties in the Board of Health and offer recommendations to improve workflow;
- iii. In limited and/or emergency circumstances, assisting in the performance of health inspection services;
- iv. Maintaining separate and comprehensive records of all services performed for the City of Marlborough;
- v. Acting in the best interests of the health and well-being of the inhabitants of the City of Marlborough.

(C) In his consulting and advisory capacity, the Director shall NOT be responsible for the following:

- i. Approving expenditures, invoices or contracts pertaining to the Board of Health.
  - ii. Authorizing time off for any employee or approving weekly time sheets.
2. Term: The term of this Agreement shall be from July 8, 2014 until November 1, 2014. The Town of Hudson and the City of Marlborough reserve the right to terminate this agreement at any time upon written notice of at least (15) business days. The Parties may extend this Agreement in one month increments.
  3. Location and Time of Services: The Director shall work from the offices of the Board of Health for a period of six hours per week according to his availability and in consultation with the Mayor of Marlborough and the Executive Assistant of the Town of Hudson.
  4. Compensation: The City of Marlborough agrees to pay the Town of Hudson the sum of \$1,250.00 per month for the services outlined in Section 1(B) of this Agreement. Payment shall be made monthly upon receipt of an invoice from the Town of Hudson. The City shall directly provide to the Director a stipend of \$50.00 per month for use of his personal vehicle for any and all travel expenses incurred in the performance of his duties under this Agreement.
  5. Insurance: The Parties acknowledge that each maintains a minimum of \$1,000,000 of public liability and property damage insurance through the Massachusetts Interlocal Insurance Association (MIIA), and that each party is covered by insurance for this joint venture as stated in the General Liability Coverage Form MGP 001.
  6. Amendments: This Agreement may be amended, extended, or modified only by a written instrument signed by both Parties.

7. Notice: Until changed by notice in the manner specified above in paragraph 6, the addresses and telephone numbers of the parties to this Agreement shall be:

**FOR THE CITY OF MARLBOROUGH:**

Arthur G. Vigeant, Mayor  
 City of Marlborough  
 140 Main Street  
 Marlborough, MA 01752  
 Telephone: (508) 460-3770

**FOR TOWN OF HUDSON:**

Thomas Moses, Executive Assistant  
 Town Of Hudson  
 78 Main Street  
 Hudson, MA 01749  
 Telephone: (978) 562-9963

**Suspension of the Rules requested – granted**

**ORDERED:** That the Capital Outlay transfer request in the amount of \$956,208.00 which moves funds from Undesignated Stabilization to School Equipment, Emergency Management, DPW Projects and Police Department as indicated on the attached spreadsheet, **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
	\$8,241,283.67	\$956,208.00	83600	32925	Undesignated Stabilization	\$500,000.00	19300006	58630	School Equipment	\$0.00
		Reason:	To fund capital outlay requests							
						\$378,243.00	19300006	58596	Emergency Management	\$0.00
		Reason:								
						\$27,985.00	19300006	58514	DPW Projects	\$0.00
		Reason:								
						\$49,980.00	19300006	58593	Dept Equipment Police	\$0.00
		\$956,208.00	Total			\$956,208.00	Total			

**Suspension of the Rules requested – granted**  
**ORDERED:**

**DECISION ON AN APPLICATION TO MODIFY  
SPECIAL PERMIT**

**T-MOBILE NORTHEAST LLC (OMNIPOINT HOLDINGS, INC.)**

Order No. 14-1005820B

860 Boston Post Road East

The City Council of the City of Marlborough hereby GRANTS the application to modify Special Permit No. 05-100873B submitted by T-Mobile Northeast LLC, having a usual place of business at 15 Commerce Way, Suite B, Norton, MA 02766 as provided in this Decision and subject to the following Findings of Fact and Conditions.

EVIDENCE

1. The Applicant is T-Mobile Northeast LLC (Omnipoint Holdings, Inc.), with its principal office located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006.
2. Previously, the City Council granted to Omnipoint Holdings, Inc., a wholly owned subsidiary of T-Mobile USA, Inc., a special permit to locate and operate a wireless communications facility located at 860 BOSTON POST ROAD, Marlborough, MA (hereinafter, “the Original Special Permit”). In 2006, Omnipoint Holdings, Inc. converted into a limited liability company named T-Mobile Northeast LLC. The Original Special Permit is recorded at the Middlesex South District Registry of Deeds, Book 46368 Page 441.
3. The site is located at 860 Boston Post Road East, owned by the City of Marlborough, and is further described as shown on the Marlborough Assessors Maps as Map 61, Parcel 16 (hereinafter, “the Site”).
4. Through its Application for a Special Permit to Modify an Existing Wireless Communication Facility (hereinafter, “the Application”), the Applicant seeks permission to allow replacement of six (6) of the panel antennas currently located on the wireless communication facility with six (6) newer models, along with one (1) GMS/GRS antenna with ½” feed mounted to the existing cable bridge. Applicant also seeks to add one (1) fiber optic cable (1” O.D.), and fiber jumpers to the wireless communication facility (hereinafter, “the WCF Project”), all substantially as depicted on a set of plans entitled “Site Name: BS547/VZMarlboroWWTP-RFP, 860 Old Boston Post Road East, Marlboro, MA 01752, Site ID Number: 4BS0547D,” by AEG Advanced Engineering Group, P.C., 500 North Broadway, East Providence, RI 02914, dated 4/31/14 [sic], a copy of which was provided in Special Permit Application (hereinafter, “the Plans”).
5. The Applicant is the Wireless Communication Facility owner and the lessee of the Site’s owner for purposes of the Application.



6. The WCF Project is located in the Rural Residential zoning district. Wireless communication devices are allowed by grant of special permit in the Rural Residential zoning district.
7. The modification of the Original Special Permit is being sought pursuant to Article VI, Section 650-25 and Article VIII, Section 650-59 of the Zoning Code of the City of Marlborough.
8. Pursuant to the Rules and Regulations of Application for Special Permit ("Rules and Regulations"), the Building Inspector, on behalf of the City Planner, certified that the Special Permit application materials are complete and conform to said Rules and Regulations and that the Plans conform in all respects to the City Code.
9. The Applicant has complied with all of the applicable rules of the Rules and Regulations.
10. The City of Marlborough City Council held a public hearing on the WCF Project on June 16, 2014, for which proper notice had been published and for which proper notice had been given to all parties entitled to notice under the law.
11. The Applicant presented oral testimony and demonstrative evidence at the public hearing, demonstrating that the WCF Project meets all the applicable Special Permit criteria of Article VI, Section 650-25 and Article VIII, Section 650-59.
12. The Applicant provided further oral testimony and demonstrative evidence to the City Council's Wireless Communications Committee regarding the WCF Project's compliance with the applicable Special Permit criteria.
13. The Council, in reviewing the Application, considered the Review Standards and Development Requirements, as enumerated in Article VI, Section 650-25 and Article VIII, Section 650-59 of the City of Marlborough Zoning Ordinance, applicable to the WCF Project.

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

- A) The Applicant has complied with all the Rules and Regulations promulgated by the Marlborough City Council pertaining to the said Application for a Special Permit.
- B) The Site is an appropriate location for the WCF Project and the WCF Project is in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions of this approval.
- C) The Applicant has complied with the applicable Review Standards and Development Requirements pertaining to Wireless Communications Devices, enumerated in Article VI, Section 650-25 and Article VIII, Section 650-59 of the City of Marlborough Zoning Ordinance, by siting, designing and screening its WCF Project to minimize adverse impact on the abutting neighborhood and on nearby residential properties.

D) The Council, pursuant to its authority under M.G.L. Chapter 40A and the City of Marlborough Zoning Ordinances, **GRANTS** the Applicant a modification of the Original Special Permit (hereinafter, "Modified Special Permit"), **SUBJECT TO THE FOLLOWING CONDITIONS NUMBERED 1 THROUGH 9:**

- 1) The WCF Project shall be constructed, maintained and operated according to the specifications, terms and conditions of the Application, as amended during the application/hearing process, and in compliance with the conditions of the grant of this Modified Special Permit, as well as with the conditions set forth in Chapter 650-25F of the Marlborough Zoning Ordinance.
- 2) All plans, photo renderings, site evaluations, briefs and other documentation provided by Applicant as part of the Application, as amended, are herein incorporated and become a part of this Modified Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.
- 3) Applicant agrees to all rules, regulations, ordinances and statutes of the City of Marlborough, the Commonwealth of Massachusetts and the Federal Government as they may apply to the construction, maintenance and operation of the Applicant's existing WCF.
- 4) The issuance of this Modified Special Permit may be further subject to Site Plan Review in accordance with the City of Marlborough's Ordinance, as determined by the Building Inspector prior to issuance of an actual building permit. Any additional changes, alterations, modifications or amendments, as may be required by any Site Plan Review, shall be further conditions attached to this Modified Special Permit and shall be further approved by using a building permit application so long as the changes, alterations, modifications or amendments fall within the scope of section 6409 of the 2012 Federal Tax Relief Act. No occupancy permit shall be issued until the Applicant complies with all such further conditions, if any.
- 5) Applicant shall minimize the visual impacts of the WCF Project by screening and/or color coordination as may be depicted on the Plans and other demonstrative evidence submitted as part of the Application.
- 6) Applicant shall not utilize a permanent electrical generator, of any type, in connection with the operation of the WCF Project. Applicant shall be permitted to use a temporary electrical generator in connection with the operation of the WCF Project only in cases of power outages to the WCF Project and for purposes of routine testing and maintenance. The temporary generator shall be operated in a safe manner and the noise produced by the temporary generator shall conform to the City's noise ordinance set forth in Chapter 431 of the City Code. Batteries used in operation of the facility shall be disposed of off-site at the expense of the Applicant. If any liquid or hazardous material is used by Applicant in conjunction with the temporary generator, Applicant must employ a secondary containment system.

- 7) As soon as practicable but in any event within one (1) month after the occupancy permit has been issued to the Applicant by the City of Marlborough's Building Inspector for the WCF Project, Applicant shall submit a written report to the City Council; provided, however, that if the WCF Project has not yet become operational within the one-month period after said issuance date, then the Applicant must immediately provide the City Council with written notification as to the date when the WCF Project does become operational and, further, must submit said written report within one (1) month after said operational date. The written report to the City Council shall: (i) provide measurements as to the actual output of radio frequency energy emitted by the WCF Project; (ii) include a professional opinion by a qualified third party certifying that the WCF Project fully complies with all applicable health and safety standards; and (iii) provide measurements of the actual output of the total radio frequency energy being emitted by all Wireless Communications Facilities (as defined in Section 650-25 of the Marlborough Zoning Ordinance) then located at the Site. The Applicant agrees to operate its WCF Project in compliance with all applicable health and safety standards. In the event that there are any changes in or upgrades to the WCF Project that may increase the actual output of radio frequency energy emitted by the WCF Project, the Applicant shall submit a letter to the City Council as soon as practicable but in any event within one (1) month after the date of completion of those changes or upgrades. The letter shall: (i) state what the changes or upgrades are; (ii) provide measurements specifying how the actual output of radio frequency energy emitted by the WCF Project has been increased; (iii) provide measurements of the actual output of all radio

frequency energy being emitted by all hereinbefore-defined Wireless Communications Facilities then located at the Site; and (iv) include a professional opinion by a qualified third party certifying that the Applicant's changes or upgrades have not caused the total radio frequency energy being emitted by all hereinbefore-defined Wireless Communications Facilities then located at the Site to exceed any applicable health and safety standards.

- 8) In accordance with the provisions of M.G.L. c. 40A, § 11, the Applicant at its expense shall record this Modified Special Permit in the Middlesex South District Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Modified Special Permit has elapsed with no appeal having been filed, and before the Applicant has applied to the Building Inspector for a building permit concerning the WCF Project. Applicant shall provide a copy of the recorded Modified Special Permit to the Building Inspector's office when the Applicant applies for the building permit, as well as a copy to the City Council's office and to the City Solicitor's office.
- 9) All conditions set forth in the Original Special Permit, except for conditions 2 (mitigation payments) and 3 (one-time site improvement contribution fee), shall apply to this Modified Special Permit.

**Yea: 8 - Nay: 2 – Abstained: 1**

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

**Nay: Oram & Pope**

**Abstained: Clancy**

**Suspension of the Rules requested – granted**

ORDERED:

**DECISION ON AN APPLICATION TO MODIFY  
SPECIAL PERMIT****T-MOBILE NORTHEAST LLC (OMNIPOINT HOLDINGS, INC.)**

Order No. 14-1005821B

460 Boston Post Road East

The City Council of the City of Marlborough hereby GRANTS the application to modify Special Permit No. 97-7201B submitted by T-Mobile Northeast LLC, having a usual place of business at 15 Commerce Way, Suite B, Norton, MA 02766 as provided in this Decision and subject to the following Findings of Fact and Conditions.

**EVIDENCE**

1. The Applicant is T-Mobile Northeast LLC (Omnipoint Communications, Inc.), with its principal office located at 12920 SE 38<sup>th</sup> Street, Bellevue, WA 98006.
2. Previously, the City Council granted to Omnipoint Holdings, Inc., a wholly owned subsidiary of T-Mobile USA, Inc., a special permit to locate and operate a wireless communications facility located at 460 BOSTON POST ROAD, Marlborough, MA (hereinafter, "the Original Special Permit"). In 2006, Omnipoint Holdings, Inc. converted into a limited liability company named T-Mobile Northeast LLC. The Original Special Permit is recorded at the Middlesex South District Registry of Deeds, Book 27967 Page 258.
3. The site is located at 460 Boston Post Road East, owned by Trinity Countryside Limited Partnership, and is further described as shown on the Marlborough Assessors Maps as Map 73, Parcel 31 (hereinafter, "the Site").
4. Through its Application for a Special Permit to Modify an Existing Wireless Communication Facility (hereinafter, "the Application"), the Applicant seeks permission to allow replacement of three (3) of the panel antennas currently located on the wireless communication facility with three (3) newer models. Applicant also seeks to replace the existing stealth canister with a new canister 36" in diameter and to enlarge the ballast footing of the mount to 12' x 12' to accommodate the new antenna, and to add one (1) fiber optic cable (1 5/8" O.D.), and fiber jumpers to the wireless communication facility (hereinafter, "the WCF Project"), all substantially as depicted on a set of plans entitled "Site Name: BO149/450 Boston Post Rd, Marlboro, MA 01752, Middlesex County, Site Number: 4DE5149A," by AEG Advanced Engineering Group, P.C., 500 North Broadway, East Providence, RI 02914, dated 2/24/14, a copy of which was provided in the Special Permit Application (hereinafter, "the Plans").
5. The Applicant is the Wireless Communication Facility owner and the lessee of the Site's owner for purposes of the Application.

6. The WCF Project is located in the Business and A-1 Residence zoning districts. Wireless communication devices are allowed by grant of special permit in the Business and A-1 Residence zoning districts.
7. The modification of the Original Special Permit is being sought pursuant to Article VI, Section 650-25 and Article VIII, Section 650-59 of the Zoning Code of the City of Marlborough.
8. Pursuant to the Rules and Regulations of Application for Special Permit ("Rules and Regulations"), the Building Inspector, on behalf of the City Planner, certified that the Special Permit application materials are complete and conform to said Rules and Regulations and that the Plans conform in all respects to the City Code.
9. The Applicant has complied with all of the applicable rules of the Rules and Regulations.
10. The City of Marlborough City Council held a public hearing on the WCF Project on June 16, 2014, for which proper notice had been published and for which proper notice had been given to all parties entitled to notice under the law.
11. The Applicant presented oral testimony and demonstrative evidence at the public hearing, demonstrating that the WCF Project meets all the applicable Special Permit criteria of Article VI, Section 650-25 and Article VIII, Section 650-59.
12. The Applicant provided further oral testimony and demonstrative evidence to the City Council's Wireless Communications Committee regarding the WCF Project's compliance with the applicable Special Permit criteria.
13. The Council, in reviewing the Application, considered the Review Standards and Development Requirements, as enumerated in Article VI, Section 650-25 and Article VIII, Section 650-59 of the City of Marlborough Zoning Ordinance, applicable to the WCF Project.

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

- A) The Applicant has complied with all the Rules and Regulations promulgated by the Marlborough City Council pertaining to the said Application for a Special Permit.
- B) The Site is an appropriate location for the WCF Project and the WCF Project is in harmony with the general purpose and intent of the Zoning Ordinance of the City of Marlborough when subject to the appropriate terms and conditions of this approval.
- C) The Applicant has complied with the applicable Review Standards and Development Requirements pertaining to Wireless Communications Devices, enumerated in Article VI, Section 650-25 and Article VIII, Section 650-59 of the City of Marlborough Zoning Ordinance, by siting, designing and screening its WCF Project to minimize adverse impact on the abutting neighborhood and on nearby residential properties.

D) The Council, pursuant to its authority under M.G.L. Chapter 40A and the City of Marlborough Zoning Ordinances, **GRANTS** the Applicant a modification of the Original Special Permit (hereinafter, "Modified Special Permit"), **SUBJECT TO THE FOLLOWING CONDITIONS NUMBERED 1 THROUGH 9:**

- 1) The WCF Project shall be constructed, maintained and operated according to the specifications, terms and conditions of the Application, as amended during the application/hearing process, and in compliance with the conditions of the grant of this Modified Special Permit, as well as with the conditions set forth in Chapter 650-25F of the Marlborough Zoning Ordinance.
- 2) All plans, photo renderings, site evaluations, briefs and other documentation provided by Applicant as part of the Application, as amended, are herein incorporated and become a part of this Modified Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.
- 3) Applicant agrees to all rules, regulations, ordinances and statutes of the City of Marlborough, the Commonwealth of Massachusetts and the Federal Government as they may apply to the construction, maintenance and operation of the Applicant's existing WCF.
- 4) The issuance of this Modified Special Permit may be further subject to Site Plan Review in accordance with the City of Marlborough's Ordinance, as determined by the Building Inspector prior to the issuance of an actual building permit. Any additional changes, alterations, modifications or amendments, as may be required by any Site Plan Review, shall be further conditions attached to this Modified Special Permit and shall be further approved by using a building permit application so long as the changes, alterations, modifications or amendments fall within the scope of section 6409 of the 2012 Federal Tax Relief Act. No occupancy permit shall be issued until the Applicant complies with all such further conditions, if any.
- 5) Applicant shall minimize the visual impacts of the WCF Project by screening and/or color coordination as may be depicted on the Plans and other demonstrative evidence submitted as part of the Application.
- 6) Applicant shall not utilize a permanent electrical generator, of any type, in connection with the operation of the WCF Project. Applicant shall be permitted to use a temporary electrical generator in connection with the operation of the WCF Project only in cases of power outages to the WCF Project and for purposes of routine testing and maintenance. The temporary generator shall be operated in a safe manner and the noise produced by the temporary generator shall conform to the City's noise ordinance set forth in Chapter 431 of the City Code. Batteries used in operation of the facility shall be disposed of off-site at the expense of the Applicant. If any liquid or hazardous material is used by Applicant in conjunction with the temporary generator, Applicant must employ a secondary containment system.

- 7) As soon as practicable but in any event within one (1) month after the occupancy permit has been issued to the Applicant by the City of Marlborough's Building Inspector for the WCF Project, Applicant shall submit a written report to the City Council; provided, however, that if the WCF Project has not yet become operational within the one-month period after said issuance date, then the Applicant must immediately provide the City Council with written notification as to the date when the WCF Project does become operational and, further, must submit said written report within one (1) month after said operational date. The written report to the City Council shall: (i) provide measurements as to the actual output of radio frequency energy emitted by the WCF Project; (ii) include a professional opinion by a qualified third party certifying that the WCF Project fully complies with all applicable health and safety standards; and (iii) provide measurements of the actual output of the total radio frequency energy being emitted by all Wireless Communications Facilities (as defined in Section 650-25 of the Marlborough Zoning Ordinance) then located at the Site. The Applicant agrees to operate its WCF Project in compliance with all applicable health and safety standards. In the event that there are any changes in or upgrades to the WCF Project that may increase the actual output of radio frequency energy emitted by the WCF Project, the Applicant shall submit a letter to the City Council as soon as practicable but in any event within one (1) month after the date of completion of those changes or upgrades. The letter shall: (i) state what the changes or upgrades are; (ii) provide measurements specifying how the actual output of radio frequency energy emitted by the WCF Project has been increased; (iii) provide measurements of the actual output of all radio frequency energy being emitted by all hereinbefore-defined Wireless Communications Facilities then located at the Site; and iv) include a professional opinion by a qualified third party certifying that the Applicant's changes or upgrades have not caused the total radio frequency energy being emitted by all hereinbefore-defined Wireless Communications Facilities then located at the Site to exceed any applicable health and safety standards.
- 8) In accordance with the provisions of M.G.L. c. 40A, § 11, the Applicant at its expense shall record this Modified Special Permit in the Middlesex South District Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Modified Special Permit has elapsed with no appeal having been filed, and before the Applicant has applied to the Building Inspector for a building permit concerning the WCF Project. Applicant shall provide a copy of the recorded Modified Special Permit to the Building Inspector's office when the Applicant applies for the building permit, as well as a copy to the City Council's office and to the City Solicitor's office.
- 9) All conditions set forth in the Original Special Permit shall apply to this Modified Special Permit.

**Yea: 9 - Nay: 1 – Abstained: 1**

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

**Nay: Oram**

**Abstained: Clancy**

**ORDERED: ACCEPTANCE OF LAYOUT OF FARRINGTON LANE AND EMINENT DOMAIN ORDER OF TAKING OF FARRINGTON LANE, THE 155 FARRINGTON LANE PUMP STATION, AND CERTAIN SEWER EASEMENTS LOCATED ON FARRINGTON LANE**

WHEREAS, at a meeting of the City Council of the City of Marlborough held this \_\_\_ day of \_\_\_\_\_ 2014 it is ordered that the City Council, having determined and adjudicated that the common convenience and necessity requires that a certain existing private way known as Farrington Lane, from Sudbury Street to terminus, being laid out in the location hereinafter described and shown on Exhibit "A" hereto, and having complied with all the requirements of law relating thereto, become a public way, did on the \_\_\_ day of \_\_\_\_\_ 2014 lay out such way under provision of law and it was voted following the report of said layout, to accept such way as laid out, effective upon recording of the taking by eminent domain herein; and at the same time,

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience, public welfare, and necessity require that the fee interest in Farrington Lane, shown on Exhibit "A" hereto, including without limitation that portion known as Parcel 27A and those portions known as Parcels 28 and 29 and the land beneath thereof, the layout of said way having been accepted by the City Council, as described herein be taken for the purposes of a public way and for the purposes of the construction, maintenance, replacement, operation, alteration, repair, removal, and improvement of the sewerage, sewer system, water system, and appurtenant structures, and for the purposes of repair, maintenance, construction, and replacement of the street, curbs, sidewalks, fixtures, and the utilities beneath the land including water, sewer, sewerage, and drain lines, and appurtenant structures and equipment located in, on, under, and through said way;

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience, public welfare, and necessity require that permanent easement interests in the land shown as Sewer Easement 7 and Sewer Easement 9 on Exhibit "A" hereto and described herein, be taken for the purposes of the construction, maintenance, replacement, operation, alteration, repair, removal, and improvement of the municipal utilities, sewerage, sewer system, and appurtenant structures and equipment located in, on, under, and through said land; and

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience, public welfare, and necessity require that the fee interest in the parcel known and numbered as 155 Farrington Lane, shown as Parcel 6 on Exhibit "A" hereto be taken for the purposes of the construction, maintenance, replacement, operation, alteration, repair, removal, and improvement of the municipal utilities, sewerage, sewer system, fence, pump station equipment, and appurtenant structures and equipment located in, on, under, and through said land and within said sewer pump station; and

WHEREAS, the aforementioned fee interests and easement interests are necessary for the protection of the health, welfare and safety of the residents of Marlborough; and

WHEREAS, all preliminary requirements have been complied with;



NOW, THEREFORE, IT IS HEREBY ORDERED that the City Council of the City of Marlborough by virtue of the authority and the power conferred by the City Charter and by virtue of the applicable provisions of the Massachusetts General Laws, Chapters 82 and 79, as amended, and by virtue of every other power and authority thereto enabling, and in the exercise of power and authority conferred by said laws, and under any other authority enabling us hereto, do hereby adopt an Order of Taking of land on behalf of said City of Marlborough.

By such order, for the aforementioned purposes we accept the layout of Farrington Lane as a public way, and we take by Eminent Domain the fee interest in the entirety of Farrington Lane, including Parcel 27A and portions of the roadway numbered as Parcels 28 and 29 and the land beneath thereof, the roadway, land beneath the roadway, all sidewalks, curbs, utilities, fixtures, structures, castings and appurtenances thereto in, on, under and through, permanent easement interests in the land known as Sewer Easement 7 and Sewer Easement 9, and the fee interest in the parcel known and numbered as 155 Farrington Lane, also known as Parcel 6, including all parcels of land, equipment, structures (but not sheds, fences, and other personal property that may be located on Parcels 7 and 9) and appurtenances, trees, and other vegetation thereon, all of which interests are shown and described on Exhibit "A" attached herewith and further described on the plans accompanying this Order entitled:

- (1) "Road Acceptance & Easement Plan of Land: In Marlborough, Massachusetts, Prepared For City Of Marlborough, October 10, 2013, rev. June 27, 2014, By Bruce Saluk & Associates, Civil Engineers & Land Surveyors, 576 Boston Post Road East, Marlborough, MA 01752, Scale 1" = 40, Sheet 1 of 4";
- (2) "Road Acceptance & Easement Plan of Land: In Marlborough, Massachusetts, Prepared For City Of Marlborough, October 10, 2013, rev. June 27, 2014, By Bruce Saluk & Associates, Civil Engineers & Land Surveyors, 576 Boston Post Road East, Marlborough, MA 01752, Scale 1" = 40, Sheet 2 of 4";
- (3) "Road Acceptance & Easement Plan of Land: In Marlborough, Massachusetts, Prepared For City Of Marlborough, October 10, 2013, rev. June 27, 2014, By Bruce Saluk & Associates, Civil Engineers & Land Surveyors, 576 Boston Post Road East, Marlborough, MA 01752, Scale 1" = 40, Sheet 3 of 4"; and
- (4) "Road Acceptance & Easement Plan of Land: In Marlborough, Massachusetts, Prepared For City Of Marlborough, October 10, 2013, rev. June 27, 2014, By Bruce Saluk & Associates, Civil Engineers & Land Surveyors, 576 Boston Post Road East, Marlborough, MA 01752, Scale 1" = 40, Sheet 4 of 4".

For title, the assumed owners of the land and interests taken herein and references to the Middlesex County South Registry of Deeds are as follows:

<u>Land and Assumed Owner</u>	<u>Middlesex Registry</u>		<u>Area (S.F.)</u>
	<u>Book</u>	<u>Page</u>	
Farrington Lane Gristmill Construction, Inc. (Paul M. Zarella & Frederick K. Heim) 1016 170	15905	49	+/- 92,309.5
155 Farrington Lane (Parcel 6/pump station) Gristmill Construction, Inc. (Paul M. Zarella & Frederick K. Heim)	17230	36	+/- 2,000
Farrington Lane (Parcel 28) Eugene and Diane Balinski 51 Farrington Lane	41040	568	+/- 17,743
Farrington Lane (Parcel 29) Karen F. Rose 81 Farrington Lane	58043	326	+/- 24,947.5
Sewer Easement 7 at 155 Farrington Lane Gristmill Construction, Inc. (Paul M. Zarella & Frederick K. Heim)	1217	50	+/- 3,600
Sewer Easement 9 at 167 Farrington Lane Gristmill Construction, Inc. (Paul M. Zarella & Frederick K. Heim)	1298	53	+/- 5,283

The ownership of said parcels and each of them are supposed to be as stated herein, but said fee or easements and each of them are hereby taken whether the ownership is as stated above or otherwise. We determine that the following damages have been sustained by the owners of the land, structures, equipment and appurtenances, therein or thereon, so taken:

<u>OWNER</u>	<u>AWARD</u>
Farrington Lane Gristmill Construction, Inc. (Paul M. Zarella & Frederick K. Heim)	\$1.00
Farrington Lane (Parcel 28) Eugene and Diane Balinski 51 Farrington Lane	\$1.00
Farrington Lane (Parcel 29) Karen F. Rose 81 Farrington Lane	\$1.00

155 Farrington Lane (Parcel 6/pump station) Gristmill Construction, Inc. (Paul M. Zarella & Frederick K. Heim)	\$5,000.00
Sewer Easement 7 at 155 Farrington Lane Gristmill Construction, Inc. (Paul M. Zarella & Frederick K. Heim)	\$2,025.00
Sewer Easement 9 at 167 Farrington Lane Gristmill Construction, Inc. (Paul M. Zarella & Frederick K. Heim)	\$2,975.00

**Yea: 11-Nay:0**

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

ORDERED: That the Petition of Teleport Communications America, LLC to install one four inch PVC conduit at an approximate depth of forty-eight inches, from existing Verizon manhole #608 on Donald Lynch Blvd., to the property line of the Mall at Solomon Pond, LLC; a distance of approximately twenty feet, **APPROVED**; adopted.

ORDERED: That the Petition of Teleport Communications America, LLC to install two four inch PVC conduits at an approximate depth of forty-eight inches, from existing Verizon manhole at 200 Donald Lynch Blvd., to utility pole #69 on Bigelow St.; a distance of approximately seven hundred twenty seven feet, **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer's License by Best Buy Stores, LP #820, 769 Donald Lynch Blvd., **TABLED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer's License by Best Buy Stores, LP #1966, 601 Donald Lynch Blvd., **TABLED**; adopted

ORDERED: That the Application for Renewal of Second Hand Article's License, Gerald Dumais d/b/a Dumais & Sons, 67 Mechanic Street, **APPROVED**; adopted.

ORDERED: That the Application for Renewal of Junk Dealer's License by Outerwall, Inc. d/b/a ecoATM, Inc., 601 Donald Lynch Blvd., **APPROVED**; adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:02 PM.



*City of Marlborough*  
*Office of the Mayor*

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

*Arthur G. Vigeant*  
MAYOR

RECEIVED  
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CITY OF MARLBOROUGH

*Michael C. Berry*  
EXECUTIVE AIDE

2014 AUG 21 A 11: 51

*Patricia Bernard*  
EXECUTIVE SECRETARY

August 21, 2014

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

**Re: Transfer Request – Turf Field Consultant**

Honorable President Pope and Councilors:

Enclosed for approval is the following transfer request:

- 1) Transfer in the amount of \$34,000.00 from 27000099-42445 (Parks & Fields Capital) to 19300006-58514 (Capital Outlay – DPW Projects).

This transfer will fund preliminary master planning and conceptual designs associated with our future turf field projects. The funding is made possible through the local option meals tax adopted by the city earlier this year.

We are fortunate to have retained the services of an outstanding firm, Activitas, who has been meeting with Commissioner Ghiloni and the Turf Fields Task Force regularly to lay out a strategy that will allow us to kick-off our first project in time for next construction season.

The Task Force has focused its efforts on the Middle School football field, Ghiloni Park, and Vital Field; discussing various concepts and layouts that will provide maximum utilization and value to the city. Upon my receipt of a recommendation from the task force, I will look to arrange a presentation for the Council on their findings. After that, I will seek your partnership so that we may discuss any outstanding logistical items relative to project implementation.

Thank you for your consideration.

Sincerely,

Arthur G. Vigeant  
Mayor

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: DPW

FISCAL YEAR: 2015

FROM ACCOUNT:

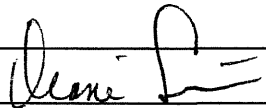


TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$60,975.10</u>	<u>\$34,000.00</u>	<u>27000099</u>	<u>42445</u>	<u>Parks &amp; Fields Capital</u>	<u>\$34,000.00</u>	<u>19300006</u>	<u>58514</u>	<u>Capital Outlay-DPW Projects</u>	<u>\$27,985.00</u>
	Reason:	<u>Local options meals tax to be used for an artificial turf study for all fields</u>							
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	Reason:	<hr/>							
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	Reason:	<hr/>							
	\$34,000.00	Total			\$34,000.00	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](http://www.marlborough-ma.gov)

*Arthur G. Vigeant*  
MAYOR

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CITY OF MARLBOROUGH

*Michael C. Berry*  
EXECUTIVE AIDE

2014 AUG 21 A 11:51

*Patricia Bernard*  
EXECUTIVE SECRETARY

August 21, 2014

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

### **Re: Doubling of the Tax Exemptions**

Honorable President Pope and Councilors:

I am recommending the adoption of Section 4, Chapter 73 of the Acts of 1986 which allows for the doubling of all exemptions offered in the City to qualified residents (i.e. Elderly, Blind, Disabled Vets) as provided by Massachusetts law. The City would absorb any associated costs through the overlay account.

As indicated in the attached correspondence from Assessor Bradford Dunn, City Council must approve this proposed adoption each year prior to values being certified in the fall.

Please do not hesitate to contact my office with any questions.

Thank you for your consideration.

Sincerely,

**Arthur G. Vigeant**  
Mayor



*City of Marlborough*

Office of the Assessors  
140 Main Street  
Marlborough, Massachusetts 01752  
TDD (508) 460-3610  
Phone: (508) 460-3779

August 21, 2014

Marlborough City Council has historically adopted Section 4 of Chapter 73 of the acts of 1986 allowing the doubling of all clause exemptions offered in the City. (Elderly, Blind, Disabled Vets, etc.)

One of the requirements for adopting this act is that the mayor must recommend, and the Council must, each year, approve the adoption.

The adoption of this act is particularly generous on the part of the City Council and the Mayor, but should not be done without consideration to the cost. While the base amounts of these exemptions are reimbursed by the state, the amount resulting from the doubling is not and must be absorbed by the overlay account.

I have consulted with the city Comptroller and he feels that at this point there are adequate reserves in the overlay account to support once again adopting the past practice, for FY 2015. The board of Assessor is in favor of adopting the program and asks that once the city council has acted that the Board of Assessors be notified so that we may comply with the requirement of notification of the commissioner and factor any impact to the tax rate to be set this fall.

Respectfully,

Bradford C. Dunn, Regional Assessor  
City of Marlborough



*City of Marlborough*

*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2014 AUG 21 A 11:51

140 Main Street

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*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

August 21, 2014

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

**Re: Police Department Grant Acceptances (2)**

Honorable President Pope and Councilors:

Enclosed for your acceptance are two grants that have recently been awarded to the Marlborough Police Department.

The first grant, in the amount of \$58,199.32, comes from the Executive Office of Public Safety and Security's FY2015 State 911 Department Training and Regulatory Compliance Grant programs. They will be used to help offset personnel costs associated with this training.

The second grant, in the amount of \$45,000.00, comes courtesy of the Executive Office of Health and Human Services and will fund our Jail Diversion Program through Advocates, Inc. The Marlborough Police Department's Jail Diversion Program provides an opportunity to divert people with mental illness who have committed minor crimes or who would be better served with appropriate mental health services rather than being put through the criminal justice system in jail.

Enclosed for your information is all the pertinent back-up paperwork. At this time, I respectfully seek your acceptance of these grant funds.

Sincerely,

Arthur G. Vigeant  
Mayor





# City of Marlborough POLICE DEPARTMENT

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

MARK F. LEONARD  
Chief of Police

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

August 15, 2014

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$58,199.32 from the Commonwealth of Massachusetts, Executive Office of Public Safety and Security, FY2015 State 911 Department Training Grant and EMD/ Regulatory Compliance Grant Program. The grant is a reimbursement grant, which will be used to offset personnel costs in the Public Safety Dispatching center for training overtime and overtime costs associated with meeting the State mandated Emergency Dispatching Protocols.

Attached is a copy of the Notice of Grant Award, grant approval letter, and signed grant contract. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

Mark F. Leonard  
Chief of Police

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: Police Department DATE: July 30, 2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: Executive Office of Public Safety State 911 Department

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$58,199.32

GRANT PERIOD: Present to June 30, 2015

SCOPE OF GRANT/  
ITEMS FUNDED To assist the Department in meeting mandates  
for certification of public safety dispatchers

IS A POSITION BEING  
CREATED: No

CAN FRINGE BENEFITS BE PAID FROM GRANT?

IF YES: No

ARE MATCHING CITY  
FUNDS REQUIRED? None

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:

IF MATCHING IS  
MONETARY PLEASE  
GIVE ACCOUNT None

ANY OTHER EXPOSURE TO CITY? No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: Approval needed asap to begin  
the use of the grant.

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



The Commonwealth of Massachusetts  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY  
STATE 911 DEPARTMENT  
1380 Bay Street, Building C ~ Taunton, MA 02780-1088  
Tel: 508-828-2911 ~ TTY: 508-828-4572 ~ Fax: 508-828-2585  
[www.mass.gov/e911](http://www.mass.gov/e911)



**DEVAL L. PATRICK**  
Governor

**ANDREA J. CABRAL**  
Secretary of Public Safety  
and Security

**FRANK POZNIAK**  
Executive Director

July 29, 2014

Chief Mark F. Leonard  
Marlborough Police Department  
355 Bolton Street  
Marlborough, MA 01752

Dear Chief Leonard,

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the **FY 2015 State 911 Department Training Grant and EMD / Regulatory Compliance Grant** program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **July 29, 2014** and will run through June 30, 2015. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2015.

Reimbursement requests should be submitted to the Department within **thirty (30) days** of the date on which the cost is incurred. We have made the request for payment forms available on our website [www.mass.gov/e911](http://www.mass.gov/e911). For any questions related to this process, please contact Michelle Hallahan at 508-821-7216. Please note that funding of reimbursement requests received more than six (6) months after the close of the fiscal year under which costs were incurred cannot be guaranteed.

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before April 30, 2015.

Sincerely,

Frank P. Pozniak  
Executive Director

cc: FY 2015 Training Grant and EMD / Regulatory Compliance Grant File

<b>CONTRACTOR LEGAL NAME:</b> City of Marlborough (and d/b/a): <u>Marlborough</u> Police Department		<b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department <b>MMARS Department Code:</b> EPS	
<b>Legal Address:</b> (W-9, W-4,T&C): 140 Main Street, Marlborough, MA 01752		<b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780	
<b>Contract Manager:</b> Chief Mark F. Leonard		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> mleonard@marlborough-ma.gov		<b>Contract Manager:</b> Marilyn Godfrey	
<b>Phone:</b> 508-624-6970	<b>Fax:</b> 508-624-6938	<b>E-Mail:</b> 911DeptGrants@state.ma.us	
<b>Contractor Vendor Code:</b> <u>VC6000192111</u>		<b>Phone:</b> 508-821-7299	<b>Fax:</b> 508-828-2585
<b>Vendor Code Address ID (e.g. "AD001"):</b> <u>AD_001</u> (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> CT GRNT	
		<b>RFR/Procurement or Other ID Number:</b> FY2015 GRNT	
<b>X NEW CONTRACT</b>		<b>CONTRACT AMENDMENT</b>	
<b>PROCUREMENT OR EXCEPTION TYPE:</b> (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval scope budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach Employment Status Form, scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other</u> (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment. ____ 20 ____ Enter Amendment Amount: \$ _____ (or 'no change') <b>AMENDMENT TYPE:</b> (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)	
The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> <u>Commonwealth Terms and Conditions</u> <input type="checkbox"/> <u>Commonwealth Terms and Conditions For Human and Social Services</u>			
<b>COMPENSATION:</b> (Check ONE option) The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ 58,199.32			
<b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows. Payment issued within 10 days ___% PPD, Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD. Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: X ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A). ___ only initial payment; (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)			
<b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY2015 Training and EMD/Regulatory Compliance Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.			
<b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations. <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of ____ 20 ____, a date LATER than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of ____ 20 ____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
<b>CONTRACT END DATE</b> Contract performance shall terminate as of <u>June 30, 2015</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or curing any lapse between amendments.			
<b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence: the applicable Commonwealth <u>Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
<b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b> X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur Vigeant</u> Print Title: <u>Mayor of MARlborough</u>		<b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b> X: _____ Date: <u>7/29/14</u> (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Frank Pozniak</u> Print Title: <u>Executive Director</u>	



# City of Marlborough POLICE DEPARTMENT

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

MARK F. LEONARD  
Chief of Police

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

August 15, 2013

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$45,000 from the Commonwealth of Massachusetts, Executive Office of Health and Human Services, Department of Mental Health. The grant will be used to continue funding our Jail Diversion Program, in conjunction with Advocates, Inc.

Attached is a completed Notification of Grant Award form, a letter from DMH awarding us the funds, and a copy of the grant contract form. I am requesting that the grant award be forwarded to the City Council for approval. Should you have any questions, please do not hesitate to call.

Sincerely,

Mark F. Leonard  
Chief of Police

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: Police DATE: 15-Aug-14

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: Jail Diversion Grant

GRANTOR: Comm. Of Mass, Department of Mental Health

GRANT AMOUNT: \$45,000

GRANT PERIOD: July 1, 2014 to June 30, 2015

SCOPE OF GRANT/  
ITEMS FUNDED To fund Jail Diversion Program  
Full time clinican coverage for the police department's jail diversion program.  
Funding will be used for clinician's services and associated costs.  
\_\_\_\_\_  
\_\_\_\_\_

IS A POSITION BEING  
CREATED: No. Advocates, Inc. will provide a clinician for the JDP program. The grant funds  
will be used to pay for the clinician, and Advocates, Inc. will invoice the city monthly.

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? \_\_\_\_\_

ARE MATCHING CITY  
FUNDS REQUIRED? No

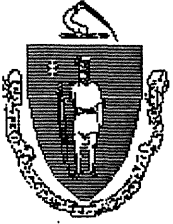
IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:  
\_\_\_\_\_  
\_\_\_\_\_

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

ANY OTHER EXPOSURE TO CITY?  
No

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: As soon as possible

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



The Commonwealth of Massachusetts  
 Executive Office of Health and Human Services  
 Department of Mental Health  
 25 Staniford Street  
 Boston, Massachusetts 02114-2575

DEVAL L. PATRICK  
 Governor

JOHN W. POLANOWICZ  
 Secretary

MARCIA FOWLER  
 Commissioner

(617) 626-8006  
 TTY (617) 727-9847  
 www.state.ma.us/dmha

**FY 2015  
 Approved Contract**

DATE: 7-2-2014  
 VENDOR: City of Marlborough Police Dept  
 PROGRAM: Jail Division  
 SC #: SCDMH821013081610000

40  
 2  
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.....  
 Please find enclosed an approved copy of your FY2015 contract with the Department of Mental Health, Central Office.

If you should have any questions, please feel free to call me @ 617/626-8006.

 *bn mb*  
 Maureen Giacchino  
 Contract Manager

Enclosure

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



This form is jointly issued and published by the Executive Office for Administration and Finance (ANF), the Office of the Comptroller (CTR) and the Operational Services Division (OSD) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at [www.mass.gov/osc](http://www.mass.gov/osc) under [Guidance For Vendors - Forms](#) or [www.mass.gov/osd](http://www.mass.gov/osd) under [OSD Forms](#).

<b>CONTRACTOR LEGAL NAME:</b> Marlborough Police Department (and d/b/a): <u>140 Main St</u>		<b>COMMONWEALTH DEPARTMENT NAME:</b> Mental Health <b>MMARS Department Code:</b> DMH	
<b>Legal Address:</b> (W-9, W-4, T&C): <u>355 Bolton St, Marlborough, MA 01752</u>		<b>Business Mailing Address:</b> <u>25 Staniford St., Boston, MA 02114</u>	
<b>Contract Manager:</b> Mark F. Leonard		<b>Billing Address (if different):</b>	
<b>E-Mail:</b> <u>police_dept@marlborough-ma.gov</u>		<b>Contract Manager:</b> Maureen Giacchino	
<b>Phone:</b> <u>508-485-1212</u>	<b>Fax:</b> <u>508-624-6938</u>	<b>E-Mail:</b> <u>Maureen.giacchino@state.ma.us</u>	
<b>Contractor Vendor Code:</b> <u>VC6000192112</u>		<b>Phone:</b> <u>617-626-8006</u>	<b>Fax:</b> <u>617-626-8014</u>
<b>Vendor Code Address ID (e.g. "AD001"):</b> <u>AD 001</u> (Note: The Address Id Must be set up for EFT payments.)		<b>MMARS Doc ID(s):</b> <u>JCOMH82101308160000 ML</u>	
		<b>RFR/Procurement or Other ID Number:</b> <u>2012DMH 302401 ML</u>	

<p style="text-align: center;"><u>    </u> <b>NEW CONTRACT</b></p> <p><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b></p> <p><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)</p> <p><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)</p> <p><input type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation)</p> <p><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach <u>Employment Status Form</u>, scope, budget)</p> <p><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)</p>	<p style="text-align: center;"><input checked="" type="checkbox"/> <b>CONTRACT AMENDMENT</b></p> <p>Enter <b>Current Contract End Date</b> <u>Prior</u> to Amendment: <u>06/30, 20 14</u></p> <p>Enter <b>Amendment Amount:</b> \$ <u>45,000.00</u> (or "no change")</p> <p><b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b></p> <p><input checked="" type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget)</p> <p><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)</p> <p><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)</p> <p><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget)</p>
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The following **COMMONWEALTH TERMS AND CONDITIONS (T&C)** has been executed, filed with CTR and is incorporated by reference into this Contract.

Commonwealth Terms and Conditions     Commonwealth Terms and Conditions For Human and Social Services

**COMPENSATION:** (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.

**Rate Contract** (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)

**Maximum Obligation Contract** Enter Total Maximum Obligation for total duration of this Contract (or *new* Total if Contract is being amended). \$ 135,000.00

**PROMPT PAYMENT DISCOUNTS (PPD):** Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting **accelerated** payments must identify a PPD as follows: Payment issued within 10 days      % PPD; Payment issued within 15 days      % PPD; Payment issued within 20 days      % PPD; Payment issued within 30 days      % PPD. If PPD percentages are left blank, identify reason:  agree to standard 45 day cycle      statutory/legal or Ready Payments (G.L. c. 29, § 23A);  only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)

**BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT:** (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Renewal for FY15

**ANTICIPATED START DATE:** (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:

1. may be incurred as of the **Effective Date** (latest signature date below) and **no** obligations have been incurred **prior** to the **Effective Date**.

2. may be incurred as of 7/1, 20 14, a date **LATER** than the **Effective Date** below and **no** obligations have been incurred **prior** to the **Effective Date**.

3. were incurred as of     , 20, a date **PRIOR** to the **Effective Date** below, and the parties agree that payments for any obligations incurred prior to the **Effective Date** are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.

**CONTRACT END DATE:** Contract performance shall terminate as of 6/30, 20 15, with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.

**CERTIFICATIONS:** Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**AUTHORIZING SIGNATURE FOR THE CONTRACTOR:**

X: [Signature] Date: 5/27/2014  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: MARK F. LEONARD  
Print Title: CHIEF OF POLICE

**AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:**

X: [Signature] Date: 6/13/14  
(Signature and Date Must Be Handwritten At Time of Signature)

Print Name: JAMES BENSON  
Print Title: DIRECTOR OF HEALTH






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**INSTRUCTIONS AND CONTRACTOR CERTIFICATIONS**

The following instructions and terms are incorporated by reference and apply to this Standard Contract Form. Text that appears underlined indicates a "hyperlink" to an Internet or bookmarked site and are unofficial versions of these documents and Departments and Contractors should consult with their legal counsel to ensure compliance with all legal requirements. Using the Web Toolbar will make navigation between the form and the hyperlinks easier. Please note that not all applicable laws have been cited.

**CONTRACTOR LEGAL NAME (AND D/B/A):** Enter the **Full Legal Name** of the Contractor's business as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions. If Contractor also has a "doing business as" (d/b/a) name, BOTH the legal name and the "d/b/a" name must appear in this section.

**Contractor Legal Address:** Enter the Legal Address of the Contractor as it appears on the Contractor's W-9 or W-4 Form (Contract Employees only) and the applicable Commonwealth Terms and Conditions, which must match the legal address on the 1099 table in MMARS (or the Legal Address in HR/CMS for Contract Employee).

**Contractor Contract Manager:** Enter the authorized Contract Manager who will be responsible for managing the Contract. The Contract Manager should be an Authorized Signatory or, at a minimum, a person designated by the Contractor to represent the Contractor, receive legal notices and negotiate ongoing Contract issues. The Contract Manager is considered "Key Personnel" and may not be changed without the prior written approval of the Department. If the Contract is posted on COMMBUYS, the name of the Contract Manager must be included in the Contract on COMMBUYS.

**Contractor E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Contractor Contract Manager. This information must be kept current by the Contractor to ensure that the Department can contact the Contractor and provide any required legal notices. Notice received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any written legal notice requirements.

**Contractor Vendor Code:** The Department must enter the MMARS Vendor Code assigned by the Commonwealth. If a Vendor Code has not yet been assigned, leave this space blank and the Department will complete this section when a Vendor Code has been assigned. The Department is responsible under the Vendor File and W-9s Policy for verifying with authorized signatories of the Contractor, as part of contract execution, that the legal name, address and Federal Tax Identification Number (TIN) in the Contract documents match the state accounting system.

**Vendor Code Address ID:** (e.g., "AD001") The Department must enter the MMARS Vendor Code Address Id identifying the payment remittance address for Contract payments, which **MUST** be set up for EFT payments PRIOR to the first payment under the Contract in accordance with the Bill Paying and Vendor File and W-9 policies.

**COMMONWEALTH DEPARTMENT NAME:** Enter the full Department name with the authority to obligate funds encumbered for the Contract.

**Commonwealth MMARS Alpha Department Code:** Enter the three (3) letter MMARS Code assigned to this Commonwealth Department in the state accounting system.

**Department Business Mailing Address:** Enter the address where all formal correspondence to the Department must be sent. Unless otherwise specified in the Contract, legal notice sent or received by the Department's Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address for the Contract Manager will meet any requirements for legal notice.

**Department Billing Address:** Enter the Billing Address or email address if invoices must be sent to a different location. Billing or confirmation of delivery of performance issues should be resolved through the listed Contract Managers.

**Department Contract Manager:** Identify the authorized Contract Manager who will be responsible for managing the Contract, who should be an authorized signatory or an employee designated by the Department to represent the Department to receive legal notices and negotiate ongoing Contract issues.

**Department E-Mail Address/Phone/Fax:** Enter the electronic mail (e-mail) address, phone and fax number of the Department Contract Manager. Unless otherwise specified in the Contract, legal notice sent or received by the Contract Manager (with confirmation of actual receipt) through the listed address, fax number(s) or electronic mail address will meet any requirements for written notice under the Contract.

**MMARS Document ID(s):** Enter the MMARS 20 character encumbrance transaction number associated with this Contract which must remain the same for the life of the Contract. If multiple numbers exist for this Contract, identify all Doc Ids.

**RFR/Procurement or Other ID Number or Name:** Enter the Request for Response (RFR) or other Procurement Reference number, Contract ID Number or other reference/tracking number for this Contract or Amendment and will be entered into the Board Award Field in the MMARS encumbrance transaction for this Contract.

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**NEW CONTRACTS (left side of Form):**

Complete this section **ONLY** if this Contract is brand new. (Complete the **CONTRACT AMENDMENT** section for any material changes to an existing or an expired Contract, and for exercising options to renew or annual contracts under a multi-year procurement or grant program.)

**PROCUREMENT OR EXCEPTION TYPE:** Check the appropriate type of procurement or exception for this Contract. Only one option can be selected. See State Finance Law and General Requirements, Acquisition Policy and Fixed Assets, the Commodities and Services Policy and the Procurement Information Center (Department Contract Guidance) for details.

**Statewide Contract (OSD or an OSD-designated Department).** Check this option for a Statewide Contract under OSD, or by an OSD-designated Department.

**Collective Purchase approved by OSD.** Check this option for Contracts approved by OSD for collective purchases through federal, state, local government or other entities.

**Department Contract Procurement.** Check this option for a Department procurement including state grants and federal sub-grants under 815 CMR 2.00 and State Grants and Federal Subgrants Policy, Departmental Master Agreements (MA). If multi-Department user Contract, identify multi-Department use is allowable in Brief Description.

**Emergency Contract.** Check this option when the Department has determined that an unforeseen crisis or incident has arisen which requires or mandates immediate purchases to avoid substantial harm to the functioning of government or the provision of necessary or mandated services or whenever the health, welfare or safety of clients or other persons or serious damage to property is threatened.

**Contract Employee.** Check this option when the Department requires the performance of an Individual Contractor, and when the planned Contract performance with an Individual has been classified using the Employment Status Form (prior to the Contractor's selection) as work of a Contract Employee and not that of an Independent Contractor.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Supporting documentation must be attached to explain and justify the exemption.

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**CONTRACT AMENDMENT (Right Side of Form)**

Complete this section for any Contract being renewed, amended or to continue a lapsed Contract. All Contracts with available options to renew must be amended referencing the original procurement and Contract doc ids, since all continuing contracts must be maintained in the same Contract file (even if the underlying appropriation changes each fiscal year.) "See Amendments, Suspensions, and Termination Policy.)

**Enter Current Contract End Date:** Enter the termination date of the Current Contract being amended, even if this date has already passed. (Note: Current Start Date is not requested since this date does not change and is already recorded in MMARS.)

**Enter Amendment Amount:** Enter the amount of the Amendment increase or decrease to a Maximum Obligation Contract. Enter "no change" for Rate Contracts or if no change.

**AMENDMENT TYPE:** Identify the type of Amendment being done. Documentation supporting the updates to performance and budget must be attached. **Amendment to Scope or Budget.** Check this option when renewing a Contract or executing any Amendment ("material change" in Contract terms) even if the Contract has lapsed. The parties may negotiate a change in any element of Contract performance or cost identified in the RFR or the Contractor's response which results in lower costs, or a more cost-effective or better value performance than was presented in the original selected response, provided the negotiation results in a better value within the scope of the RFR than what was proposed by the Contractor in the original selected response. Any "material" change in the Contract terms must be memorialized in a formal Amendment even if a corresponding MMARS transaction is not needed to support the change. Additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.07, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.

**Interim Contracts.** Check this option for an Interim Contract to prevent a lapse of Contract performance whenever an existing Contract is being re-procured but the new procurement has not been completed, to bridge the gap during implementation between an expiring and a new procurement, or to contract with an interim Contractor when a current Contractor is unable to complete full performance under a Contract.

**Contract Employee.** Check this option when the Department requires a renewal or other amendment to the performance of a Contract Employee.

**Legislative/Legal or Other.** Check this option when legislation, an existing legal obligation, prohibition or other circumstance exempts or prohibits a Contract from being competitively procured, or identify any other procurement exception not already listed. Legislative "earmarks" exempt the Contract solely from procurement requirements, and all other Contract and state finance laws and policies apply. Attach supporting documentation to explain and justify the exemption and whether Contractor selection has been publicly

# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



posted.

## COMMONWEALTH TERMS AND CONDITIONS

Identify which Commonwealth Terms and Conditions the Contractor has executed and is incorporated by reference into this Contract. This Form is signed only once and recorded on the Vendor Customer File (VCUST). See Vendor File and W-9s Policy.

## COMPENSATION

Identify if the Contract is a **Rate Contract** (with no stated Maximum Obligation) or a **Maximum Obligation Contract** (with a stated Maximum Obligation) and identify the Maximum Obligation. If the Contract is being amended, enter the new Maximum Obligation based upon the increase or decreasing Amendment. The Total Maximum Obligation must reflect the total funding for the dates of service under the contract, including the Amendment amount if the Contract is being amended. The Maximum Obligation must match the MMARS encumbrance. Funding and allotments must be verified as available and encumbered prior to incurring obligations. If a Contract includes both a Maximum Obligation component and Rate Contract component, check off both, specific Maximum Obligation amounts or amended amounts and Attachments must clearly outline the Contract breakdown to match the encumbrance.

## PAYMENTS AND PROMPT PAY DISCOUNTS

Payments are processed within a 45 day payment cycle through EFT in accordance with the Commonwealth Bill Paying Policy for investment and cash flow purposes. Departments may NOT negotiate accelerated payments and Payees are NOT entitled to accelerated payments UNLESS a prompt payment discount (PPD) is provided to support the Commonwealth's loss of investment earnings for this earlier payment, or unless a payments is legally mandated to be made in less than 45 days (e.g., construction contracts, Ready Payments under G.L. c. 29, s. 23A). See Prompt Pay Discounts Policy. PPD are identified as a percentage discount which will be automatically deducted when an accelerated payment is made. Reduced contracts rates may not be negotiated to replace a PPD. If PPD fields are left blank please identify that the Contractor agrees to the standard 45 day cycle; a statutory/legal exemption such as Ready Payments (G.L. c. 29, § 23A); or only an initial accelerated payment for reimbursements or start up costs for a grant, with subsequent payments scheduled to support standard EFT 45 day payment cycle. Financial hardship is not a sufficient justification to accelerate cash flow for *all* payments under a Contract. Initial grant or contract payments may be accelerated for the *first* invoice or initial grant installment, but subsequent periodic installments or invoice payments should be scheduled to support the Payee cash flow needs and the standard 45 day EFT payment cycle in accordance with the Bill Paying Policy. Any accelerated payment that does not provide for a PPD must have a legal justification in Contract file for audit purposes explaining why accelerated payments were allowable without a PPD.

## BRIEF DESCRIPTION OF CONTRACT PERFORMANCE

Enter a brief description of the Contract performance, project name and/or other identifying information for the Contract to specifically identify the Contract performance, match the Contract with attachments, determine the appropriate expenditure code (as listed in the Expenditure Classification Handbook) or to identify or clarify important information related to the Contract such as the Fiscal Year(s) of performance (ex. "FY2012" or "FY2012-14"). Identify settlements or other exceptions and attach more detailed justification and supporting documents. Enter "Multi-Department Use" if other Departments can access procurement. For Amendments, identify the purpose and what items are being amended. Merely stating "see attached" or referencing attachments without a narrative description of performance is insufficient.

## ANTICIPATED START DATE

The Department and Contractor must certify WHEN obligations under this Contract/Amendment may be incurred. Option 1 is the default option when performance may begin as of the Effective Date (latest signature date and any required approvals). If the parties want a new Contract or renewal to begin as of the upcoming fiscal year then list the fiscal year(s) (ex. "FY2012" or "FY2012-14") in the Brief Description section. Performance starts and encumbrances reflect the default Effective Date (if no FY is listed) or the later FY start date (if a FY is listed). Use Option 2 only when the Contract will be signed well in advance of the start date and identify a specific future start date. Do not use Option 2 for a fiscal year start unless it is certain that the Contract will be signed prior to fiscal year. Option 3 is used in lieu of the Settlement and Release Form when the Contract/Amendment is signed late, and obligations have already been incurred by the Contractor prior to the Effective Date for which the Department has either requested, accepted or deemed legally eligible for reimbursement, and the Contract includes supporting documents justifying the performance or proof of eligibility, and approximate costs. Any obligations incurred outside the scope of the Effective Date under any Option listed, even if the incorrect Option is selected, shall be automatically deemed a settlement included under the terms of the Contract and upon payment to the Contractor will release the Commonwealth from further obligations for the identified performance. All settlement payments require justification and must be under same encumbrance and object codes as the Contract payments. Performance dates are subject to G.L. c.4, § 9.

## CONTRACT END DATE

The Department must enter the date that Contract performance will terminate. **If the Contract is being amended and the Contract End Date is not changing, this date must be re-entered again here.** A Contract must be signed for at least the initial duration but not longer than the period of procurement listed in the RFR, or other solicitation document (if applicable). No new performance is allowable beyond the end date without an amendment, but the Department may allow a Contractor to complete minimal close out performance obligations if substantial performance has been made prior to the termination date of the Contract and prior to the end of the fiscal year in which payments are appropriated, provided that any close out performance is subject to appropriation and funding limits under state finance law, and CTR may adjust encumbrances and payments in the state accounting system to enable final close out payments. Performance dates are subject to G.L. c.4, § 9.

## CERTIFICATIONS AND EXECUTION

See Department Head Signature Authorization Policy and the Contractor Authorized Signatory Listing for policies on Contractor and Department signatures.

**Authorizing Signature for Contractor/Date:** The Authorized Contractor Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Contract Start Date". Acceptance of payment by the Contractor shall waive any right of the Contractor to claim the Contract/Amendment is not valid and the Contractor may not void the Contract. **Rubber stamps, typed or other images are not acceptable.** Proof of Contractor signature authorization on a **Contractor Authorized Signatory Listing** may be required by the Department if not already on file.

**Contractor Name /Title:** The Contractor Authorized Signatory's name and title must appear legibly as it appears on the **Contractor Authorized Signatory Listing**.

**Authorizing Signature For Commonwealth/Date:** The Authorized Department Signatory must (in their own handwriting and in ink) sign AND enter the date the Contract is signed. See section above under "Anticipated Start Date". **Rubber stamps, typed or other images are not accepted.** The Authorized Signatory must be an employee within the Department legally responsible for the Contract. See Department Head Signature Authorization. The Department must have the legislative funding appropriated for all the costs of this Contract or funding allocated under an approved Interdepartmental Service Agreement (ISA). A Department may not contract for performance to be delivered to or by another state department without specific legislative authorization (unless this Contract is a Statewide Contract). For Contracts requiring Secretariat signoff, evidence of Secretariat signoff must be included in the Contract file.

**Department Name /Title:** Enter the Authorized Signatory's name and title legibly.

## CONTRACTOR CERTIFICATIONS AND LEGAL REFERENCES

Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified, subject to any required approvals. The Contractor makes all certifications required under this Contract under the pains and penalties of perjury, and agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein:

**Commonwealth and Contractor Ownership Rights.** The Contractor certifies and agrees that the Commonwealth is entitled to ownership and possession of all "deliverables" purchased or developed with Contract funds. A Department may not relinquish Commonwealth rights to deliverables nor may Contractors sell products developed with Commonwealth resources without just compensation. The Contract should detail all Commonwealth deliverables and ownership rights and any Contractor proprietary rights.

**Qualifications.** The Contractor certifies it is qualified and shall at all times remain qualified to perform this Contract; that performance shall be timely and meet or exceed industry standards for the performance required, including obtaining requisite licenses, registrations, permits, resources for performance, and sufficient professional, liability; and other appropriate insurance to cover the performance. If the Contractor is a business, the Contractor certifies that it is listed under the Secretary of State's website as licensed to do business in Massachusetts, as required by law.

**Business Ethics and Fraud, Waste and Abuse Prevention.** The Contractor certifies that performance under this Contract, in addition to meeting the terms of the Contract, will be made using ethical business standards and good stewardship of taxpayer and other public funding and resources to prevent fraud, waste and abuse.

**Collusion.** The Contractor certifies that this Contract has been offered in good faith and without collusion, fraud or unfair trade practices with any other person, that any actions to avoid or frustrate fair and open competition are prohibited by law, and shall be grounds for rejection or disqualification of a Response or termination of this Contract.

**Public Records and Access** The Contractor shall provide full access to records related to performance and compliance to the Department and officials listed under Executive Order 195 and G.L. c. 11, s.12 seven (7) years beginning on the first day after the final payment

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under this Contract or such longer period necessary for the resolution of any litigation, claim, negotiation, audit or other inquiry involving this Contract. Access to view Contractor records related to any breach or allegation of fraud, waste and/or abuse may not be denied and Contractor can not claim confidentiality or trade secret protections solely for viewing but not retaining documents. Routine Contract performance compliance reports or documents related to any alleged breach or allegation of non-compliance, fraud, waste, abuse or collusion may be provided electronically and shall be provided at Contractor's own expense. Reasonable costs for copies of non-routine Contract related records shall not exceed the rates for public records under [950 C.M.R. 32.00](#).

**Debarment.** The Contractor certifies that neither it nor any of its subcontractors are currently debarred or suspended by the federal or state government under any law or regulation including, [Executive Order 147](#); [G.L. c. 29, s. 29F](#) [G.L. c.30, § 39R](#), [G.L. c.149, § 27C](#), [G.L. c.149, § 44C](#), [G.L. c.149, § 148B](#) and [G.L. c. 152, s. 25C](#).

**Applicable Laws.** The Contractor shall comply with all applicable state laws and regulations including but not limited to the applicable [Massachusetts General Laws](#); the [Official Code of Massachusetts Regulations](#); [Code of Massachusetts Regulations](#) (unofficial); [801 CMR 21.00](#) (Procurement of Commodity and Service Procurements, Including Human and Social Services); [815 CMR 2.00](#) (Grants and Subsidies); [808 CMR 1.00](#) (Compliance, Reporting and Auditing for Human And Social Services); [AICPA Standards](#); confidentiality of Department records under [G.L. c. 66A](#); and the [Massachusetts Constitution Article XVIII](#) if applicable.

**Invoices.** The Contractor must submit invoices in accordance with the terms of the Contract and the [Commonwealth Bill Paying Policy](#). Contractors must be able to reconcile and properly attribute concurrent payments from multiple Departments. Final invoices in any fiscal year must be submitted no later than August 15<sup>th</sup> for performance made and received (goods delivered, services completed) prior to June 30<sup>th</sup>, in order to make payment for that performance prior to the close of the fiscal year to prevent reversion of appropriated funds. Failure to submit timely invoices by August 15<sup>th</sup> or other date listed in the Contract shall authorize the Department to issue an estimated payment based upon the Department's determination of performance delivered and accepted. The Contractor's acceptance of this estimated payment releases the Commonwealth from further claims for these invoices. If budgetary funds revert due to the Contractor's failure to submit timely final invoices, or for disputing an estimated payment, the Department may deduct a penalty up to 10% from any final payment in the next fiscal year for failure to submit timely invoices.

**Payments Subject To Appropriation.** Pursuant to [G.L. c. 29 § 26, § 27](#) and [§ 29](#), Departments are required to expend funds only for the purposes set forth by the Legislature and within the funding limits established through appropriation, allotment and subsidiary, including mandated allotment reductions triggered by [G.L. c. 29, § 9C](#). A Department cannot authorize or accept performance in excess of an existing appropriation and allotment, or sufficient non-appropriated available funds. Any oral or written representations, commitments, or assurances made by the Department or any other Commonwealth representative are not binding. The Commonwealth has no legal obligation to compensate a Contractor for performance that is not requested and is intentionally delivered by a Contractor outside the scope of a Contract. Contractors should verify funding prior to beginning performance.

**Intercept.** Contractors may be registered as Customers in the Vendor file if the Contractor owes a Commonwealth debt. Unresolved and undisputed debts, and overpayments of Contract payments that are not reimbursed timely shall be subject to intercept pursuant to [G.L. c. 7A, s. 3](#) and [815 CMR 9.00](#). Contract overpayments will be subject to immediate intercept or payment offset. The Contractor may not penalize any state Department or assess late fees, cancel a Contract or other services if amounts are intercepted or offset due to recoupment of an overpayment, outstanding taxes, child support, other overdue debts or Contract overpayments.

**Tax Law Compliance.** The Contractor certifies under the pains and penalties of perjury tax compliance with [Federal tax laws](#); [state tax laws](#) including but not limited to [G.L. c. 62C, G.L. c. 62C, s. 49A](#); compliance with all state tax laws, reporting of employees and contractors, withholding and remitting of tax withholdings and child support and is in good standing with respect to all state taxes and returns due; reporting of employees and contractors under [G.L. c. 62E](#), withholding and remitting [child support](#) including [G.L. c. 119A, s. 12](#); [TIR 05-11: New Independent Contractor Provisions](#) and applicable [TIRs](#).

**Bankruptcy, Judgments, Potential Structural Changes, Pending Legal Matters and Conflicts.** The Contractor certifies it has not been in bankruptcy and/or receivership within the last three calendar years, and the Contractor certifies that it will immediately notify the Department in writing at least 45 days prior to filing for bankruptcy and/or receivership, any potential structural change in its organization, or if there is any risk to the solvency of the Contractor that may impact the Contractor's ability to timely fulfill the terms of this Contract or Amendment. The Contractor certifies that at any time during the period of the Contract the Contractor is required to affirmatively disclose in writing to the Department Contract Manager the details of any judgment, criminal conviction, investigation or litigation pending against the Contractor or any of its officers, directors, employees, agents, or subcontractors, including any potential conflicts of interest of which the Contractor has knowledge, or learns of during the Contract term. Law firms or Attorneys providing legal

services are required to identify any potential conflict with representation of any Department client in accordance with Massachusetts Board of Bar Overseers (BBO) rules.

**Federal Anti-Lobbying and Other Federal Requirements.** If receiving federal funds, the Contractor certifies compliance with federal anti-lobbying requirements including [31 USC 1352](#); [other federal requirements](#); [Executive Order 11246](#); [Air Pollution Act](#); [Federal Water Pollution Control Act](#) and [Federal Employment Laws](#).

**Protection of Personal Data and Information.** The Contractor certifies that all steps will be taken to ensure the security and confidentiality of all Commonwealth data for which the Contractor becomes a holder, either as part of performance or inadvertently during performance, with special attention to restricting access, use and disbursement of personal data and information under [G.L. c. 93H](#) and [c. 66A](#) and [Executive Order 504](#). The Contractor is required to comply with [G.L. c. 93I](#) for the proper disposal of all paper and electronic media, backups or systems containing personal data and information, provided further that the Contractor is required to ensure that any personal data or information transmitted electronically or through a portable device be properly encrypted using (at a minimum) [Information Technology Division \(ITD\) Protection of Sensitive Information](#), provided further that any Contractor having access to credit card or banking information of Commonwealth customers certifies that the Contractor is PCI compliant in accordance with the [Payment Card Industry Council Standards](#) and shall provide confirmation compliance during the Contract, provide further that the Contractor shall immediately notify the Department in the event of any security breach including the unauthorized access, disbursement, use or disposal of personal data or information, and in the event of a security breach, the Contractor shall cooperate fully with the Commonwealth and provide access to any information necessary for the Commonwealth to respond to the security breach and shall be fully responsible for any damages associated with the Contractor's breach including but not limited to [G.L. c. 214, s. 3B](#).

**Corporate and Business Filings and Reports.** The Contractor certifies compliance with any certification, filing, reporting and service of process requirements of the [Secretary of the Commonwealth](#), the [Office of the Attorney General](#) or other Departments as related to its conduct of business in the Commonwealth; and with its incorporating state (or foreign entity).

**Employer Requirements.** Contractors that are employers certify compliance with applicable state and [federal employment laws](#) or regulations, including but not limited to [G.L. c. 5, s. 1](#) (Prevailing Wages for Printing and Distribution of Public Documents); [G.L. c. 7, s. 22](#) (Prevailing Wages for Contracts for Meat Products and Clothing and Apparel); [minimum wages and prevailing wage programs and payments](#); [unemployment insurance and contributions](#); [workers' compensation and insurance](#), [child labor laws](#), [AGO fair labor practices](#); [G.L. c. 149](#) (Labor and Industries); [G.L. c. 150A](#) (Labor Relations); [G.L. c. 151 and 455 CMR 2.00](#) (Minimum Fair Wages); [G.L. c. 151A](#) (Employment and Training); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); [G.L. c. 152](#) (Workers' Compensation); [G.L. c.153](#) (Liability for Injuries); [29 USC c. 8](#) (Federal Fair Labor Standards); [29 USC c. 28](#) and the [Federal Family and Medical Leave Act](#).

**Federal And State Laws And Regulations Prohibiting Discrimination** including but not limited to the [Federal Equal Employment Opportunity \(EEO\) Laws](#) the [Americans with Disabilities Act](#); [42 U.S.C Sec. 12,101, et seq.](#), the [Rehabilitation Act](#), [29 USC c. 16 s. 794](#); [29 USC c. 16, s. 701](#); [29 USC c. 14, 623](#); the [42 USC c. 45](#); (Federal Fair Housing Act); [G.L. c. 151B](#) (Unlawful Discrimination); [G.L. c. 151E](#) (Business Discrimination); the Public Accommodations Law [G.L. c. 272, s. 92A](#); [G.L. c. 272, s. 98](#) and [98A](#), [Massachusetts Constitution Article CXIV](#) and [G.L. c. 93, s. 103](#); [47 USC c. 5, sc. II, Part II, s. 255](#) (Telecommunication Act); Chapter 149, [Section 105D](#), [G.L. c. 151C](#), [G.L. c. 272, Section 92A](#), [Section 98](#) and [Section 98A](#), and [G.L. c. 111, Section 199A](#), and [Massachusetts Disability-Based Non-Discrimination Standards For Executive Branch Entities](#), and related Standards and Guidance, authorized under Massachusetts Executive Order or any disability-based protection arising from state or federal law or precedent. See also [MCAD](#) and [MCAD links and Resources](#).

**Small Business Purchasing Program (SBPP).** A Contractor may be eligible to participate in the SBPP, created pursuant to [Executive Order 523](#), if qualified through the SBPP COMMBUYS subscription process at: [www.commbuys.com](#) and with acceptance of the terms of the SBPP participation agreement.

**Limitation of Liability for Information Technology Contracts (and other Contracts as Authorized).** The [Information Technology Mandatory Specifications](#) and the [IT Acquisition Accessibility Contract Language](#) are incorporated by reference into Information Technology Contracts. The following language will apply to Information Technology contracts in the U01, U02, U03, U04, U05, U06, U07, U08, U09, U10, U75, U98 object codes in the [Expenditure Classification Handbook](#) or other Contracts as approved by CTR or OSD. Pursuant to Section 11. Indemnification of the Commonwealth Terms and Conditions, the term "other damages" shall include, but shall not be limited to, the reasonable costs the Commonwealth incurs to repair, return, replace or seek cover (purchase of comparable substitute commodities and services) under a Contract. "Other damages" shall not include damages to the Commonwealth as a result of third party claims, provided, however, that the foregoing in no way limits the Commonwealth's right of recovery for personal injury or property damages or patent and copyright infringement under Section 11 nor the Commonwealth's ability to join the contractor as a third party defendant. Further, the term



"other damages" shall not include, and in no event shall the contractor be liable for, damages for the Commonwealth's use of contractor provided products or services, loss of Commonwealth records, or data (or other intangible property), loss of use of equipment, lost revenue, lost savings or lost profits of the Commonwealth. In no event shall "other damages" exceed the greater of \$100,000, or two times the value of the product or service (as defined in the Contract scope of work) that is the subject of the claim. Section 11 sets forth the contractor's entire liability under a Contract. Nothing in this section shall limit the Commonwealth's ability to negotiate higher limitations of liability in a particular Contract, provided that any such limitation must specifically reference Section 11 of the Commonwealth Terms and Conditions. In the event the limitation of liability conflicts with accounting standards which mandate that there can be no cap of damages, the limitation shall be considered waived for that audit engagement. These terms may be applied to other Contracts only with prior written confirmation from the Operational Services Division or the Office of the Comptroller. The terms in this Clarification may not be modified.

**Northern Ireland Certification.** Pursuant to G.L. c. 7 s. 22C for state agencies, state authorities, the House of Representatives or the state Senate, by signing this Contract the Contractor certifies that it does not employ ten or more employees in an office or other facility in Northern Ireland and if the Contractor employs ten or more employees in an office or other facility located in Northern Ireland the Contractor certifies that it does not discriminate in employment, compensation, or the terms, conditions and privileges of employment on account of religious or political belief; and it promotes religious tolerance within the work place, and the eradication of any manifestations of religious and other illegal discrimination; and the Contractor is not engaged in the manufacture, distribution or sale of firearms, munitions, including rubber or plastic bullets, tear gas, armored vehicles or military aircraft for use or deployment in any activity in Northern Ireland.

**Pandemic, Disaster or Emergency Performance.** In the event of a serious emergency, pandemic or disaster outside the control of the Department, the Department may negotiate emergency performance from the Contractor to address the immediate needs of the Commonwealth even if not contemplated under the original Contract or procurement. Payments are subject to appropriation and other payment terms.

**Consultant Contractor Certifications** (For Consultant Contracts "HH" and "NN" and "U05" object codes subject to G.L. Chapter 29, s. 29A). Contractors must make required disclosures as part of the RFR Response or using the Consultant Contractor Mandatory Submission Form.

**Attorneys.** Attorneys or firms providing legal services or representing Commonwealth Departments may be subject to G.L. c. 30, s. 65, and if providing litigation services must be approved by the Office of the Attorney General to appear on behalf of a Department, and shall have a continuing obligation to notify the Commonwealth of any conflicts of interest arising under the Contract.

**Subcontractor Performance.** The Contractor certifies full responsibility for Contract performance, including subcontractors, and that comparable Contract terms will be included in subcontracts, and that the Department will not be required to directly or indirectly manage subcontractors or have any payment obligations to subcontractors.

#### EXECUTIVE ORDERS

For covered Executive state Departments, the Contractor certifies compliance with applicable Executive Orders (see also Massachusetts Executive Orders), including but not limited to the specific orders listed below. A breach during period of a Contract may be considered a material breach and subject Contractor to appropriate monetary or Contract sanctions.

**Executive Order 481. Prohibiting the Use of Undocumented Workers on State Contracts.** For all state agencies in the Executive Branch, including all executive offices, boards, commissions, agencies, Departments, divisions, councils, bureaus, and offices, now existing and hereafter established, by signing this Contract the Contractor certifies under the pains and penalties of perjury that they shall not knowingly use undocumented workers in connection with the performance of this Contract; that, pursuant to federal requirements, shall verify the immigration status of workers assigned to a Contract without engaging in unlawful discrimination; and shall not knowingly or recklessly alter, falsify, or accept altered or falsified documents from any such worker

**Executive Order 130. Anti-Boycott.** The Contractor warrants, represents and agrees that during the time this Contract is in effect, neither it nor any affiliated company, as hereafter defined, participates in or cooperates with an international boycott (See IRC § 999(b)(3)-(4), and IRS Audit Guidelines Boycotts) or engages in conduct declared to be unlawful by G.L. c. 151E, s. 2. A breach in the warranty, representation, and agreement contained in this paragraph, without limiting such other rights as it may have, the Commonwealth shall be entitled to rescind this Contract. As used herein, an affiliated company shall be any business entity of which at least 51% of the ownership interests are directly or indirectly owned by the Contractor or by a person or persons or business entity or entities directly or indirectly owning at least 51% of the ownership interests of the Contractor, or which directly or indirectly owns at least 51% of the ownership interests of the Contractor.

**Executive Order 346. Hiring of State Employees By State Contractors** Contractor certifies compliance with both the conflict of interest law G.L. c. 268A specifically s. 5 (f) and this order; and includes limitations regarding the hiring of state employees by private companies contracting with the Commonwealth. A privatization contract shall be deemed

to include a specific prohibition against the hiring at any time during the term of Contract, and for any position in the Contractor's company, any state management employee who is, was, or will be involved in the preparation of the RFP, the negotiations leading to the awarding of the Contract, the decision to award the Contract, and/or the supervision or oversight of performance under the Contract.

**Executive Order 444. Disclosure of Family Relationships With Other State Employees.** Each person applying for employment (including Contract work) within the Executive Branch under the Governor must disclose in writing the names of all immediate family related to immediate family by marriage who serve as employees or elected officials of the Commonwealth. All disclosures made by applicants hired by the Executive Branch under the Governor shall be made available for public inspection to the extent permissible by law by the official with whom such disclosure has been filed.

**Executive Order 504. Regarding the Security and Confidentiality of Personal Information.** For all Contracts involving the Contractor's access to personal information, as defined in G.L. c. 93H, and personal data, as defined in G.L. c. 66A, owned or controlled by Executive Department agencies, or access to agency systems containing such information or data (herein collectively "personal information"), Contractor certifies under the pains and penalties of perjury that the Contractor (1) has read Commonwealth of Massachusetts Executive Order 504 and agrees to protect any and all personal information; and (2) has reviewed all of the Commonwealth **Information Technology Division's Security Policies**. Notwithstanding any contractual provision to the contrary, in connection with the Contractor's performance under this Contract, for all state agencies in the Executive Department, including all executive offices, boards, commissions, agencies, departments, divisions, councils, bureaus, and offices, now existing and hereafter established, the Contractor shall: (1) obtain a copy, review, and comply with the contracting agency's Information Security Program (ISP) and any pertinent security guidelines, standards, and policies; (2) comply with all of the Commonwealth of Massachusetts Information Technology Division's "Security Policies"; (3) communicate and enforce the contracting agency's ISP and such Security Policies against all employees (whether such employees are direct or contracted) and subcontractors; (4) implement and maintain any other reasonable appropriate security procedures and practices necessary to protect personal information to which the Contractor is given access by the contracting agency from the unauthorized access, destruction, use, modification, disclosure or loss; (5) be responsible for the full or partial breach of any of these terms by its employees (whether such employees are direct or contracted) or subcontractors during or after the term of this Contract, and any breach of these terms may be regarded as a material breach of this Contract; (6) in the event of any unauthorized access, destruction, use, modification, disclosure or loss of the personal information (collectively referred to as the "unauthorized use"): (a) immediately notify the contracting agency if the Contractor becomes aware of the unauthorized use; (b) provide full cooperation and access to information necessary for the contracting agency to determine the scope of the unauthorized use; and (c) provide full cooperation and access to information necessary for the contracting agency and the Contractor to fulfill any notification requirements. Breach of these terms may be regarded as a material breach of this Contract, such that the Commonwealth may exercise any and all contractual rights and remedies, including without limitation indemnification under Section 11 of the Commonwealth's Terms and Conditions, withholding of payments, Contract suspension, or termination. In addition, the Contractor may be subject to applicable statutory or regulatory penalties, including and without limitation, those imposed pursuant to G.L. c. 93H and under G.L. c. 214, § 3B for violations under M.G.L. c. 66A.

**Executive Orders 523, 524 and 526.** Executive Order 526 (Order Regarding Non-Discrimination, Diversity, Equal Opportunity and Affirmative Action which supersedes Executive Order 478). Executive Order 524 (Establishing the Massachusetts Supplier Diversity Program which supersedes Executive Order 390). Executive Order 523 (Establishing the Massachusetts Small Business Purchasing Program.) All programs, activities, and services provided, performed, licensed, chartered, funded, regulated, or contracted for by the state shall be conducted without unlawful discrimination based on race, color, age, gender, ethnicity, sexual orientation, gender identity or expression, religion, creed, ancestry, national origin, disability, veteran's status (including Vietnam-era veterans), or background. The Contractor and any subcontractors may not engage in discriminatory employment practices; and the Contractor certifies compliance with applicable federal and state laws, rules, and regulations governing fair labor and employment practices; and the Contractor commits to purchase supplies and services from certified minority or women-owned businesses, small businesses, or businesses owned by socially or economically disadvantaged persons or persons with disabilities. These provisions shall be enforced through the contracting agency, OSD, and/or the Massachusetts Commission Against Discrimination. Any breach shall be regarded as a material breach of the contract that may subject the contractor to appropriate sanctions.



*City of Marlborough*  
*Office of the Mayor*

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

*Arthur G. Vigeant*  
MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

*Michael C. Berry*  
EXECUTIVE AIDE

2014 AUG 21 A 11: 51

*Patricia Bernard*  
EXECUTIVE SECRETARY

August 21, 2014

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

**Re: Council on Aging Grant Acceptances (2)**

Honorable President Pope and Councilors:

Enclosed for your acceptance are two grants that have recently been awarded to the Marlborough Council on Aging.

The first grant, in the amount of \$7,500.00, comes from BayPath Elder Services and will support a part-time transportation coordinator and related costs associated with transporting our seniors to various programs and activities outside of the COA offices.

The second grant, in the amount of \$5,000.00 and also from BayPath Elder Services, will support our multicultural outreach programs for our Latino and Portuguese residents.

Both grants have been recurring to the city in recent years and we have had considerable success in getting the most out of both programs. I wish to thank BayPath Elder Services for their continued support of our senior population and our COA programming initiatives.

Enclosed for your information is all the pertinent back-up paperwork from COA Director Jennifer Claro. At this time, I respectfully seek your acceptance of these grant funds so that each may be expended for their intended purposes.

Sincerely,

Arthur G. Vigeant  
Mayor



# City of Marlborough

## Council on Aging and Senior Center

250 Main Street  
Marlborough, MA 01752  
Tele (508) 485-6492 Fax (508) 460-3726

August 20, 2014

To: Mayor Arthur G. Vigeant

I would like to submit two grant awards which include the following: Transportation Program for \$7,500.00 and secondly Multicultural Outreach to Portuguese and Latino Seniors for \$5,000.00 from BayPath Elder Services, Inc. for your approval. These grant awards are designated to assist seniors that struggle with transportation to access the Senior Center's programs, social services and to outside referral agencies as well as outreach to our Latino and Brazilian populations.

Sincerely,

Jennifer C. Claro  
Director of Marlborough Council on Aging  
and Senior Center

CC: Patricia Bernard, Mayor's Office ✓  
Diane Smith, Auditor  
Brian Doheny, Comptroller

CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD

DEPARTMENT: Council on Aging DATE: August 20, 2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Jennifer Claro

NAME OF GRANT: Marlborough Transportation

GRANTOR: BayPath Elder Services, Inc.

GRANT AMOUNT: \$7500.00

GRANT PERIOD: October 1, 2014 - September 30, 2015

SCOPE OF GRANT/  
ITEMS FUNDED Provide transportation to Marlborough residents age 60 and over  
Transportation Coordinator - Part-time  
and support costs.

IS A POSITION BEING  
CREATED: Yes

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? Benefits are not included  
in this position.

ARE MATCHING CITY  
FUNDS REQUIRED? NO

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:  
NO

IF MATCHING IS MONETARY PLEASE GIVE ACCOUNT NUMBER AND DESCRIPTION OF CITY FUNDS  
TO BE USED:  
NO

ANY OTHER EXPOSURE TO CITY?  
NO

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: September 15, 2014

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

CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD

DEPARTMENT: Council on Aging DATE: 8-20-2014

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Jennifer Claro

NAME OF GRANT: Portuguese and Latino Outreach

GRANTOR: BayPath Elder Services, Inc.

GRANT AMOUNT: \$5000.<sup>00</sup>

GRANT PERIOD: October 1, 2014 - September 30, 2015

SCOPE OF GRANT/  
ITEMS FUNDED Multicultural Outreach

Part-time Coordinator position

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

IS A POSITION BEING  
CREATED: Yes

\_\_\_\_\_

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? n/a

ARE MATCHING CITY  
FUNDS REQUIRED? no

\_\_\_\_\_

IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:  
no

\_\_\_\_\_

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

n/a

\_\_\_\_\_

ANY OTHER EXPOSURE TO CITY?  
no

\_\_\_\_\_

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: September 14, 2014

\_\_\_\_\_

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





BayPath Elder Services, Inc.

33 Boston Post Road West

Marlborough, MA 01752-1853

508-573-7200 • Fax 508-573-7222 • TTY 508-573-7282

July 28, 2014

Jennifer Claro, Director  
Marlborough Council on Aging  
250 Main Street  
Marlborough, MA 01752

Dear Jennifer:

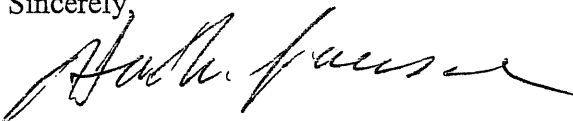
The BayPath Board of Directors met on July 23, 2014 and voted on the funding of the Title III programs for the federal fiscal year 2015. The Marlborough COA was awarded grant funding under Title III B for the amount of \$7,500 for the Transportation Program.

The grant period of the award is from October 1, 2014 through September 30, 2015. Because of the uncertainty of what the actual funding will be from the Executive Office of Elder Affairs, this award is tentative and subject to change.

Your notification of Grant Award documentation, along with other pertinent information regarding the grant, will be sent to you in September.

If you have any questions regarding the above, please call me at (508) 573-7288.

Sincerely,



Heather Lacasse, LICSW  
Assistant Director, Area Agency on Aging

Cc: Christine Alessandro, Executive Director  
Monica Alley, Director of Community Programs and Healthy Aging

Area Agency on Aging  
Serving the Communities of

Ashland - Dover - Framingham - Holliston - Hopkinton - Hudson - Marlborough  
Natick - Northborough - Sherborn - Southborough - Sudbury - Wayland - Westborough



**BayPath Elder Services, Inc.**

33 Boston Post Road West  
Marlborough, MA 01752-1853  
508-573-7200 • Fax 508-573-7222 • TTY 508-573-7282

July 28, 2014

Jennifer Claro, Director  
Marlborough Council on Aging  
250 Main Street  
Marlborough, MA 01752

Dear Jennifer:

The BayPath Board of Directors met on July 23, 2014 and voted on the funding of the Title III programs for the federal fiscal year 2015. The Marlborough COA was awarded grant funding under Title III B for the amount of \$5,000 for the Portuguese and Latino Outreach Program. As this amount is less than your grant application request, please submit a revision of the budget and objectives to reflect the difference by August 15, 2014.

The grant period of the award is from October 1, 2014 through September 30, 2015. Because of the uncertainty of what the actual funding will be from the Executive Office of Elder Affairs, this award is tentative and subject to change.

Your notification of Grant Award documentation, along with other pertinent information regarding the grant, will be sent to you in September.

If you have any questions regarding the above, please call me at (508) 573-7288.

Sincerely,

Heather Lacasse, LICSW  
Assistant Director, Area Agency on Aging

Cc: Christine Alessandro, Executive Director  
Monica Alley, Director of Community Programs and Healthy Aging  
Area Agency on Aging  
Serving the Communities of  
Ashland - Dover - Framingham - Holliston - Hopkinton - Hudson - Marlborough  
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*Arthur G. Vigeant*  
MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

*Michael C. Berry*  
EXECUTIVE AIDE

2014 AUG 21 A 11:51

*Patricia Bernard*  
EXECUTIVE SECRETARY

August 21, 2014

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

**Re: Demand Fee Increase Authorization**

Honorable President Pope and Councilors:

Enclosed for consideration is a request from Comptroller/Treasurer Brian Doheny to authorize him to increase the demand fees for past due taxes.

Currently the demand fee is set at \$5.00 and applies to excise, real estate, personal property taxes. Massachusetts state law allows municipalities to set demand fees as high as \$30.00. Mr. Doheny's recommendation is a more measured approach, seeking to increase our demand fees to \$15.00. This approach represents a fair and reasonable deal to the city as well as the taxpayer.

Mr. Doheny looks forward to discussing this matter in greater depth with the Finance Committee in the future. In the meantime, please do not hesitate to let me know if you have any questions.

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

July 15, 2014

Dear Mayor Vigeant:

I respectfully request that the City charge for each written Demand issued by the Collector: a fee of \$15.00 be added to and collected as part of the tax, as authorized by Mass. General Laws Chapter 60, § 15, effective October 1<sup>st</sup>, 2014.

Respectfully,

Brian Doheny  
Comptroller / Treasurer



Print

**PART I** ADMINISTRATION OF THE GOVERNMENT**TITLE IX** TAXATION**CHAPTER 60** COLLECTION OF LOCAL TAXES**Section 15** Fees of collector

Section 15. The following interest, charges and fees, and no other, when accrued, shall severally be added to the amount of the tax and collected as a part thereof:—

1. For interest, as provided by law;
2. For each written demand provided for by law, not more than \$30;
3. For preparing advertisement of sale or taking, \$10 for each parcel of real estate included in the advertisement and the necessary legal fees for search of title;
4. For advertisement of sale or taking in newspaper, the cost thereof;
5. For posting notices of sale or taking, \$5 for each parcel or real estate included in the notice;
6. For affidavit, \$10 for each parcel of land included therein;
7. For recording affidavit, the cost thereof;
8. For preparing deed or instrument of taking, \$10;
9. For the issuance and delivery of a warrant to an officer, \$10;
10. For notice by mail or other means to the delinquent that warrant to collect has been issued, \$12;
11. For exhibiting a warrant to collect or delivering a copy thereof to the delinquent or his representative or leaving it at his last and usual place of abode or of business, and without distraint or arrest, \$17.
12. For distraining goods of the delinquent, \$10 and the necessary cost thereof;

13. For the custody and safekeeping of the distrained goods of the delinquent, the cost thereof, for a period not exceeding seven days, together with the expense of parking, storage, labor and towing or teaming, and other necessary expenses;
14. For selling goods distrained, the cost thereof;
15. For arresting the body, the necessary costs of the arresting officer and the cost of the travel, at the rate of \$.30 per mile, from the office of the collector to the place where the arrest is made;
16. For custody of the body arrested, if payment of the delinquent tax is not made forthwith, \$10, and in addition thereto travel at the rate of \$.30 per mile from the place of arrest to the jail or, if payment is made before commitment to jail, for the distance from the place where the arrest is made to the place where payment is made;
17. For service of demand and notice under section fifty-three, if served in the manner required by law for the service of subpoenas on witnesses in civil cases, the cost thereof, but not more than \$40;
18. For the mailing of each written demand or notice by registered mail, the cost thereof.
19. For the recording of the instrument of taking under section 54, the cost thereof.

The collector shall account to the town treasurer for all interest, charges and fees collected by him; but the town shall reimburse or credit him for all expenses incurred by him hereunder, including all lawful charges and fees paid or credited by him for collecting taxes.

The collector may, in his discretion, waive such interest, charges and fees when the total amount thereof is \$15 or less.



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CITY CLERK'S OFFICE  
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2014 AUG 21 A 11: 51

*Arthur J. Nigant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

August 21, 2014

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

**Re: GE Healthcare EDIP Application Creating a North American Headquarters**

Honorable President Pope and Councilors:

I am writing to ask that the Marlborough City Council favorably look upon GE Healthcare Bio-Sciences Corp.'s EDIP application where they are looking for a small local tax incentive. The EDIP application is enclosed, along with:

- the proposed TIF agreement (attached to the EDIP application as Attachment B);
- the proposed Council resolution (attached to the EDIP application as Attachments D and E); and
- the local incentive valuation (attached to the EDIP application as Exhibit 1).
- Letter of Good Standing from the Secretary of the Commonwealth (Exhibit 2).

GE Healthcare is planning to expand their current operations here in Marlborough into a minimum 160,000 sq. ft. state-of-the-art research and development facility located at 200 Forest Street, which will serve as their North American headquarters. This will result in an approximately \$21.0 million dollar investment at the site.

GE Healthcare is applying for a Local-Only Certified Project status from the Economic Assistance Coordinating Council and will be seeking a Life Science Investment Tax Credit from the Massachusetts Life Science Center due to the higher number of new jobs they project to create over the next two years. GE Healthcare is asking us to partner with them to help bring great high quality paying jobs to the municipality.

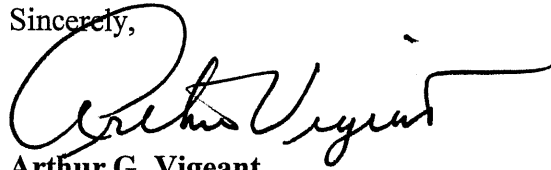
As you may know, GE Healthcare decided to expand in Marlborough due to the city's central location and ready access to a well-educated workforce with a high degree of knowledge within the life science sector. Moreover, what is just as compelling is GE Healthcare's interest in expanding their current footprint here locally, because they already reside at 170 Locke Drive. It is an affirmation of Marlborough and a credit to you that we are able to retain and expand such a wonderful company as GE Healthcare.

GE Healthcare's expansion for their new North American headquarters creates a site where innovative best practices as a research and development facility will be explored within the life science industry. As a result of this expansion project, GE Healthcare is committed to creating and maintaining two-hundred and twenty (220) net new jobs in the high-skills life science industry, while retaining seventy-seven (77) current employees here in Marlborough.

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

Thank you for your kind attention to this request.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur G. Vigeant". The signature is fluid and cursive, with a large initial "A" and a long horizontal stroke at the end.

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

Enclosures: Proposed TIF Agreement  
EDIP Application  
Local Evaluation Form





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

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

A complete application with all required attachments must be submitted in electronic form to your MOBD Regional Director by 5:00 P.M. on the application deadline date. A hardcopy with original signatures and attachments must be postmarked no later than 1 day after the submission deadline and mailed to: EDIP Manager, MOBD, 10 Park Plaza, Suite 3730, Boston, MA 02116. **Applications that are incomplete or submitted after the deadline will not be considered at the scheduled EACC meeting, without exception.**

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

PART I. COMPANY OVERVIEW					
1. COMPANY INFORMATION					
Company Name:	GE Healthcare Bio-Sciences Corp.				
Project Location Address:	Street Address:	200 Forest St			
	City:	Marlborough	MA	Zip Code:	01752
FEIN # (Federal Employer Identification Number):	#36-2656030				
DUA # (Dept. of Unemployment Assistance Number):	#60043760				
2. COMPANY CONTACT					
Executive Officer/ Company Designee:	Full Name:	Morgan Norris	Title:	President	
Contact (if different from above)	Full Name:	Tony Kotarski	Title:	Executive, Properties	
Contact Address:	Street Address:	170 Locke Drive			
	City:	Marlborough	State:	MA	Zip Code: 017525
Telephone Number:	508-683-2239				
Email Address:	anthony.kotarski@ge.com				

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

**3. COMPANY DESCRIPTION & HISTORY**

**Please provide a brief description and history of the company.**

GE Healthcare Bio-Sciences Corp. (GE Life Sciences) is a division of GE Healthcare, a part of the General Electric Company (NYSE:GE). The Life Sciences division provides expertise and tools for a wide range of biotechnology and life sciences applications, including basic research of cells and proteins, drug discovery research, as well as tools to support large-scale manufacturing of biopharmaceuticals. It also supplies leading contrast agents, PET & nuclear medicine pharmaceuticals for diagnostic imaging in disease such as cancer, heart disease and neurological disorders.

**PART II. ECONOMIC DEVELOPMENT PROJECT**

**1. NATURE & PURPOSE OF PROPOSED PROJECT**

**Please provide a description of the proposed expansion project. Additionally, please explain why the local incentives are necessary for this project to move forward.**

GE Life Sciences is planning to establish a North American headquarters at a leased facility at 200 Forest Street, Marlborough. The proposed project will involve renovations to the existing leased building. The renovations are estimated to result in an initial capital investment of approximately \$21 million.

**2. PROJECT TIMELINE**

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
7/11/2014	12/1/2014	4/1/2016	10/2/2015

**Additional Information (if necessary) on Project Timeline:** not applicable

**3. PRIVATE INVESTMENT**

**Total Projected Private Investment:** \$21M

**Additional Information (if necessary) on Investment:** none

**4. MASSACHUSETTS EMPLOYMENT**

(a) Is the applicant new to Massachusetts?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(i) If no, where are the existing Massachusetts facilities?	170 Locke Drive, Marlborough 14 Walkup Drive, Westborough 20 Commerce Way, Woburn	N/A <input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  <b>If yes, please explain:</b> As part of this project to establish a North American headquarters, company operations at 170 Locke Drive will be transitioned to 200 Forest Street. After the transition of operations is complete, the company will exit the leased facility at 170 Locke Drive facility. No net job loss with respect to the Commonwealth is expected as part of this transition.	

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

**5. EMPLOYMENT & JOB CREATION**

**(a) .GE HEALTHCARE BIO-SCIENCES CORP. EXISTING EMPLOYMENT AT PROJECT LOCATION**

Please indicate the number of Permanent Full-Time Jobs to be created in total and by year. If job creation timeline exceeds five years, please complete the "Extended Job Creation Schedule" and attach as an addendum.

(i) Permanent Full-Time Employment at Project Location at Date of Application:	(ii) Permanent Full-Time Employees to be Transferred from other Massachusetts Site to Project Location:	(iii) Total Permanent Full-Time Existing Jobs to be Retained at Project Location (sum of questions 5 (a) i. & ii.):
0	110	110

Notes (if necessary) on Current Project Location Employment:

**(b) GE Healthcare Bio-Sciences Corp. JOB CREATION SCHEDULE AT PROJECT LOCATION**

Permanent Full-Time Jobs to be Created (net new to facility and Massachusetts):	2016	2017	Select Year 3	Select Year 4	Select Year 5
220	120	100			

Notes (if necessary) on Job Creation:

**6. FACILITY**

(a) Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?	Lease <input checked="" type="checkbox"/> Own <input type="checkbox"/>	
(i) If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?	Atlantic Management Corporation	N/A <input type="checkbox"/>
(b) Is the site of the facility a 43D Preferred Development Site?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name site:	N/A <input type="checkbox"/>
(c) Does the applicant intend to utilize the Commonwealth's Abandoned Building Deduction? Please note: To be eligible for the deduction the applicant the building the applicant plans to inhabit must have been at least 75% vacant or unused for 24 months or more.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name vacancy percentage and duration: % Vacant for                      months	N/A <input type="checkbox"/>

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

<b>PART III. LOCAL INCENTIVE AGREEMENT INFORMATION</b>					
<b>Please work with the local municipality and your MOBD Regional Director in completing the below section.</b>					
<b>1. MUNICIPAL CONTACT</b>					
Municipal Contact:	Full Name:	Tim Cummings	Title:	Executive Director	
Contact Address:	Street Address:	91 Main Street #204			
	City:	Marlborough	MA	Zip Code:	01752
Telephone Number:	508-229-2010				
Email Address:	tcummings@marlboroughedc.com				
<b>2. LOCAL INCENTIVE AGREEMENT</b>					
<b>(a) Name of Economic Target Area (ETA) Project is Located in:</b>	Framingham-Marlborough ETA				
<b>(b) Economic Opportunity Area (EOA):</b>	Name of EOA: 200 Forest Street EOA				
	Is this a newly designated EOA? Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>				
	<b>(i) If yes, what is the duration of the designation?</b> Years				N/A <input checked="" type="checkbox"/>
	<b>(ii) If no, how many years are remaining on the designation?</b> Years				N/A <input checked="" type="checkbox"/>
<b>(c) Type of Local Incentive:</b>	<input checked="" type="checkbox"/> <b>Tax Increment Financing (TIF) Agreement</b> <input type="checkbox"/> <b>Special Tax Assessment (STA)</b>				
<b>i) Duration of Local Incentive:</b>	10 Year Local Incentive				
<b>ii) Exemption Schedule of Local Incentive:</b>	100-100-90-80-70-60-40-35-30-25%				
<b>iii) Start &amp; Expiration Date of Local Incentive:</b>  If Agreement commences upon certificate of occupancy please check box:	<b>Start Date:</b> 7/1/2015  <b>Expiration Date:</b> 6/30/2025  <input type="checkbox"/> Local Incentive Agreement commences upon certificate of occupancy and the dates represent best projections of the start & expiration of the local incentive based on the project timeline.				
<b>iv) Date Municipality Approved Local Tax Incentive or Date of Scheduled Vote:</b>	10/6/2014				
<b>(d) Attachment A: Economic Opportunity Area (EOA) Designation Application (for newly designated EOA's only)</b> Please attached a signed copy of the EOA Designation Application.					Attached <input type="checkbox"/>
					N/A <input checked="" type="checkbox"/>
<b>(e) Attachment B: Local Incentive Agreement</b> Please attach a signed copy of the TIF or STA Agreement.					Attached <input checked="" type="checkbox"/>

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

<b>(f) Attachment C: Local Incentive Zone &amp; Plan</b> Please attach the municipal TIF/STA Zone & Plan.	Attached <input type="checkbox"/>
<b>(g) Attachment D: Municipal Vote by Authoritative Body Approving Incentive</b> Please attach a copy of the vote approving the local incentive.	Attached <input checked="" type="checkbox"/>
<b>(h) Attachment E: Municipal Vote by Authoritative Body Approving submission of application of the Economic Assistance Coordinating Council (EACC)</b>	Attached <input checked="" type="checkbox"/>
<b>(i) Exhibit 1: Local Incentive Valuation</b> Please complete the attached exhibit detailing the estimated property tax exemption over the life of the agreement.	Complete <input checked="" type="checkbox"/>

**PART IV. LABOR AFFIRMATION & DISCLOSURES**

**1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS**

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

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

**2. COMPANY DISCLOSURE**

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

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

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

**V. AUTHORIZATION & CERTIFICATIONS**

**1. CERTIFICATE OF GOOD STANDING**

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

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

To obtain a Certificate of Good Standing visit:

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

Attached

Date of DOR  
Application for  
Certificate of Good  
Standing: 5/20/2014

Notes:

**2. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT**

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

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

**Signed:**

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

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

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

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

**Consent for the Disclosure of Wage Reporting Information for Federal Employment Identification Number (FEIN): # 36-2656030**

**Division of Unemployment Assistance (DUA) Number: # 60043760**

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

**Signed:**

_____	President	Select mm/dd/yyyy
Name	Title	Date

_____		Select mm/dd/yyyy
Name	Title	Date

**ATTACHMENT A**

(NO LONGER REQUIRED FOR NEW EDIP APPLICATIONS)



**ATTACHMENT B**

**TAX INCREMENT FINANCING AGREEMENT BETWEEN  
THE CITY OF MARLBOROUGH, GE HEALTHCARE BIO-SCIENCES CORP. AND  
ATLANTIC-MARLBORO REALTY, LLC**

This **TAX INCREMENT FINANCING AGREEMENT** (the "**TIF Agreement**" or the "**Agreement**") is made by and between the City of Marlborough (the "**City**"), GE Healthcare Bio-Sciences Corp. (the "**Company**"), and Atlantic-Marlboro Realty, LLC (the "**Owner**").

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

**WHEREAS**, the Company is a domestic for-profit corporation having its principal U.S. headquarters located at 800 Centennial Boulevard, Piscataway, NJ, and is authorized to do business in Massachusetts; and

**WHEREAS**, the Owner is the fee owner of the parcel of land located at 200 Forest Street, Marlborough, Massachusetts 01752, as further depicted on Marlborough City Assessor's Map 101, Parcel 2 (the "**Property**"); and

**WHEREAS**, the Company intends:

- 1) to lease from the Owner a minimum of 160,000 square feet of space of the approximately 537,582 square foot building, located at 200 Forest Street, Marlborough, together with parking facilities and other improvements located thereon (hereinafter, the leased space is defined as the "**Project Area**"); and
- 2) to make improvements to the Project Area in furtherance of constructing a North American corporate headquarters and state-of-the-art research and development facility; and

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

**WHEREAS**, the Project Area is located within the 200 Forest Street Economic Opportunity Area (EOA) (as that term is used in Massachusetts General Law, Chapter 23A, Section 3E, and referred to below as the "**EOA**"); and

**WHEREAS**, the Company expects to have based out of the Project Area approximately 77 permanent, full-time jobs presently located in Marlborough, Massachusetts, and beginning on the effective date of this agreement, to create and, over the term of the TIF Agreement, to maintain at the Project Area 220 new, permanent, full-time jobs open to qualified residents of Marlborough and the ETA; and

**WHEREAS**, the renovations to the Project Area are estimated to result in an initial capital investment by the Company of approximately \$21.0 million in combined soft, real property and personal property costs (the "**Project**"); and

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

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

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

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

**WHEREAS**, by a letter dated August 21, 2014, the Mayor recommended the TIF Agreement to the Marlborough City Council;

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

**A. THE CITY'S OBLIGATIONS.**

1. The City Council approved the provisions of this TIF Agreement on \_\_\_\_\_, 2014 pursuant to the Resolution attached hereto. The City Council hereby authorizes the Mayor to execute this TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and the Owner with this TIF Agreement's terms. The Mayor is authorized to act for and on behalf of the City in proceedings relating to the approval of this Agreement by the Massachusetts Economic Assistance Coordinating Council (the "EACC").
2. A Tax Increment Financing exemption (the "Exemption") for the Project Area is hereby granted to the Company and the Owner by the City in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5, Cl. Fifty-first, of the Massachusetts General Laws. The Exemption shall be for a period of Ten (10) years (the "Exemption Term"), commencing on July 1, 2015 (the beginning of fiscal year 2016) and ending on June 30, 2025 (the end of fiscal year 2025). The Exemption shall pertain to real property taxes for the Project Area, according to the following schedule:

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

<b>REAL PROPERTY EXEMPTION</b>	
<b>Fiscal Year</b>	<b>Exemption Percentage</b>
2016	100%
2017	100%
2018	90%

2019	80%
2020	70%
2021	60%
2022	40%
2023	35%
2024	30%
2025	25%

3. The base valuation for the Project Area shall be the assessed valuation of the Project Area in the base year. The base year is the most recent fiscal year immediately preceding the fiscal year in which the property becomes eligible for the TIF exemption. As provided in 760 C.M.R. 22.05(4)(d), see 402 C.M.R. 2.22, the Project shall become eligible for the Exemption on the July 1st following the date on which the EACC approves the TIF Plan, which is expected to be December 17, 2014. Therefore, the exemption is expected to commence on July 1, 2015, which is the beginning of fiscal year 2016. Accordingly, the base year for this TIF Agreement will be fiscal year 2015. Consequently, the base valuation for the real property pertinent to the Project Area will be determined as of January 1, 2014.
4. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws and in 760 C.M.R. 22.05(4)(b), see 402 C.M.R. 2.22. This adjusted base valuation will remain fully taxable (i.e., the Tax Increment Financing Exemption shall not apply to or be calculated with respect to the adjusted base valuation and no portion of the adjusted base valuation shall be eligible for exemption from Chapter 59 property taxation) throughout the term of this TIF Agreement. Only the increased value or "increment" created by improvements will be the amount eligible for exemption from taxation.

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

1. The City is granting the Tax Increment Financing Exemption for the Project Area in consideration of the following commitments:
  - (a) In anticipation of the receipt of the TIF benefits described in this Agreement, the Company agrees that it will lease the Project Area from the Owner and develop the site into a North American corporate headquarters and state-of-the-art research and development facility;
  - (b) As part of leasing the Project Area, the Company agrees that it will make capital improvements which is currently estimated to be approximately \$21.0 million in combined soft, real property and personal property costs, and that it will timely pay all municipal permit fees required in connection with such improvement and investment;
  - (c) The Company and the Owner agree to timely pay all of the taxes owed to the City by the Company and the Owner, respectively, over the term of this TIF Agreement; and
  - (d) The Company agrees to relocate to the Project Area 77 permanent full-time jobs existing as of July 11, 2014 and presently located throughout Massachusetts; and following July 11, 2014, to hire and, over the term of the Agreement, to maintain a minimum of 220 new permanent full-time employees (as "permanent full-time employee" is defined in 402 C.M.R.

2.03), to be employed at the Project Area ("New Permanent Full-Time Employees"). The following schedule details the Company's schedule of job creation:

<b>SCHEDULE OF JOB CREATION</b>	
End of Fiscal Year(s)	Minimum Cumulative New Permanent Full-Time Employee Requirement
June 30, 2016	120
June 30, 2017	100
June 30, 2018	0
June 30, 2019	0
June 30, 2020	0
June 30, 2021	0
June 30, 2022	0
June 30, 2023	0
June 30, 2024	0
June 30, 2025	0

The Company shall work in good faith in accordance with Section B.1(e) below and shall maintain a base employment figure of 77 permanent full-time jobs and create net new 220 full-time jobs to the Commonwealth of Massachusetts over the period starting on July 11, 2014, and maintain said employment job creation, in accordance with the Schedule of Job Creation referenced above, during the life of the Agreement.

- (e) Such New Permanent Full-Time Employees shall be exclusive of the Company's 77 permanent, full-time jobs located throughout Massachusetts as of July 11, 2014 and to be relocated to the Project Area. In meeting its cumulative New Permanent Full-Time Employee commitment above, and consistent with all federal, state and local laws and regulations, the Company may use reasonable efforts to make available application opportunities for the New Permanent Full-Time Employee positions to qualified residents of Marlborough and then the regional ETA. Determination of whether any individual is qualified for any specific job or position shall be in the Company's sole discretion, and nothing herein shall be deemed to create any obligation of the Company to hire any of said residents. The Company will meet its obligation to make such application opportunities available to such residents if, in conjunction with the Mayor's office and the Marlborough Economic Development Corporation, the Company participates in a job fair in Marlborough that is sponsored by the Marlborough Economic Development Corporation for staffing its Project Area.
2. The Company shall submit annual written reports on job creation and maintenance at, job relocation to, and new investments at, the Project Area to the City of Marlborough Board of Assessors and Mayor and to the EACC by the end of December of each calendar year with respect to the immediately preceding fiscal year during which this TIF Agreement is in effect. Reports shall be submitted for fiscal year 2015 and for every fiscal year thereafter falling within the term of this TIF Agreement; thus, the report for fiscal year 2015, ending on June 30, 2015, shall be submitted by the end of December 2015. In addition to information that may be required by the EACC pursuant to 402 C.M.R. 2.14, the annual report shall be comprised of the following information:

- (a) Employment levels at the Project Area at the beginning and end of the reporting period, with a designation of the number of employees that are net new employees as of the effective date of this Agreement and the number of employees that were employed by the Company in Massachusetts prior to the effective date of this Agreement;
- (b) The specific number of ETA and Marlborough residents respectively employed at the Project Area at the beginning and at the end of the reporting period;
- (c) An accounting of the efforts made by the Company to make New Permanent Full-Time Employee positions available to qualified residents of Marlborough and then to the regional ETA;
- (d) A narrative of the reasonable efforts made by the Company to solicit Marlborough businesses, vendors and suppliers to participate in requests for quotations for goods and services to be purchased by the Company as part of the Project, including but not limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project (collectively, "Engage Local Businesses");
- (e) The Company's financial contribution to the City (including property taxes, motor vehicle excise taxes, and water and sewer fees) for the fiscal year; and
- (f) A description of any private investment, including but not limited to donations and/or perpetual maintenance of land for recreational purposes, made by the Company for the benefit of the community during the reporting period.

During the term of this TIF Agreement, the Company and the Owner shall provide the City with any and all information related to the Project Area, including the Company's and the Owner's improvements to the Project Area, which the parties mutually agree should be provided.

3. The Tax Increment Financing Exemption percentage applicable to the tax exemption schedule above will automatically be adjusted downward in any particular fiscal year that the Company does not meet its minimum cumulative New Permanent Full-Time Employee requirements described in the Schedule of Job Creation above. Under this Paragraph 3, the exemption percentage applicable to the exemption schedule above will be adjusted for the fiscal year beginning after the job requirement date, utilizing the following formula:

$$\frac{\text{(Actual Cumulative New Permanent Full-Time Employee Level / Minimum Cumulative New Permanent Full-Time Employee Requirement)}}{\text{Scheduled Exemption Percentage}} = \text{Actual Exemption Percentage.}$$

For example, if the actual cumulative New Permanent Full-Time Employee level at the end of FY 2017 is 200 instead of 220, then the real property tax exemption percentage otherwise applicable for FY 2018 would actually be  $(200/220) \times 90\%$ , or 81.8%.

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

4. The Company will be in default of its respective obligations under this TIF Agreement if the City reasonably determines that the Company materially fails to meet or comply with any of the requirements specified in Paragraphs 1 or 2 of this Section B or Paragraph 5 or 6 of this Section B below, and the City further reasonably 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 TIF Agreement, including but not limited to a request that EACC revoke its certification of the Project for eligibility for a Tax Increment Financing Exemption; any such request would be in addition to the automatic downward adjustment of the exemption schedules, as described in Section B.3 above. Upon any such decertification, the City shall have the right, upon written notice to the Company, to terminate the Tax Incremental Financing Exemption benefits described in Paragraph 2 of Section A, commencing as of the fiscal year in which the City has determined the Company to be in default or, if such benefits have already been received by the Company, for the fiscal year in which the City has determined the Company to be in default, commencing as of the fiscal year immediately following that fiscal year. Any notice required hereunder shall be sent, certified mail, return receipt requested, or delivered in hand, to the Company at the Project Area's street address. Said notice shall be effective upon receipt.
  
5. If, at any time prior to the expiration of the term on this Agreement, the Company moves from, vacates, abandons, or otherwise fails to maintain operations in the Project Area, the City shall be entitled to be paid back forthwith by the Company a sum equal to a proportionate share of the amount of tax savings that had been received by the Company under this Agreement in the fiscal year immediately prior to the fiscal year when the Company moves from, vacates, abandons, or otherwise fails to maintain operations at the Project Area, according to the following schedule:

**COMPANY'S PAY-BACK SCHEDULE**

FY that the Company Moves From, Vacates, Abandons, or Otherwise Fails to Maintain Operations at Project Area	Percentage of Tax Savings from Prior Fiscal Year to be Paid Back to City
2016	90%
2017	80%
2018	70%
2019	60%
2020	50%
2021	40%
2022	30%
2023	20%
2024	10%
2025	5%

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

The City shall be given sixty (60) days' written notice prior to any Company announcement to the general public (specifically excluding any communications to the Owner or the Company's employees) of a proposed move from, vacation of, abandonment of, or other termination of operations at, the Project Area during the term of this Agreement, unless such notice would be in violation of any law, regulation or contractual obligation of the Company. Said notice shall identify the prospective new tenant, if any; may include information about such prospective new tenant which is not otherwise subject to a confidentiality agreement; and shall be given to: Mayor's Office and to the Board of Assessor's Office, City Hall, 140 Main Street, Marlborough, MA 01752. Said notice will be the confidential information of Company and the City shall not, except as required by law, disclose any information provided by the Company regarding any proposed disposition of the Project Area or any portion thereof by the Company or the Owner.

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

### **C. OTHER CONSIDERATIONS.**

1. Pursuant to 760 C.M.R. 22.05(8)(d), *see* 402 C.M.R. 2.22, this Agreement shall be binding upon the Company and its successors and assigns, and upon the Owner and its successors and assigns, so long as the Project's certification has not been revoked by EACC.
2. This Agreement is subject to M.G.L. Chapter 23A, Sections 3A-3F inclusive; M.G.L. Chapter 40, Section 59; and M.G.L. Chapter 59, Section 5, Cl. Fifty-first.
3. The Owner shall pass along to the Company all real property tax savings resulting from this Agreement.
4. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
5. The effective date of this Agreement shall be December 17, 2014, the (presumptive) date of the Economic Assistance Coordinating Council's approval of the TIF Plan and Zone and TIF Agreement.



6. All notices, reports or other communications required or permitted under this TIF Agreement must be in writing signed by a duly authorized representative of the City, Company, or Owner, 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: GE Healthcare Bio-Sciences Corp.  
Attention: Morgan Norris, President  
170 Locke Drive  
Marlborough, MA 01752

cc: Tony Kotarski, Property Manager  
GE Healthcare Bio-Sciences Corp.  
170 Locke Drive  
Marlborough, MA 01752

At the start of fiscal year 2016, all communications should be delivered to the Company at the Project Area's street address.

OWNER: Atlantic-Marlboro Realty, LLC  
Attention: Joseph Zink, President/CEO  
Atlantic Management Corporation  
205 Newbury Street  
Framingham, MA 01701

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

AGREED TO:

**GE HEALTHCARE BIO-SCIENCES CORP.**

By: \_\_\_\_\_  
Morgan Norris  
President  
GE Healthcare Bio-Sciences Corp.

Dated: \_\_\_\_\_, 2014

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared Morgan Norris, as President of GE Healthcare Bio-Sciences Corp., 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: \_\_\_\_\_

**ATLANTIC-MARLBORO REALTY, LLC**

By: \_\_\_\_\_  
[name]  
Manager  
Atlantic-Marlboro Realty, LLC

Dated: \_\_\_\_\_, 2014

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as manager of Atlantic-Marlboro Realty, LLC, and proved to me through satisfactory evidence of identification, which was \_\_\_\_\_, that s/he is the person whose name is signed on the preceding or attached document.

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

**CITY OF MARLBOROUGH**

By: \_\_\_\_\_  
Arthur G. Vigeant  
Mayor  
City of Marlborough

Dated: \_\_\_\_\_, 2014

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On \_\_\_\_\_, 2014, 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  
GE HEALTHCARE BIO-SCIENCES CORP.**

**October \_\_, 2014**

The undersigned, Cherylyn Waibel, hereby certifies as follows:

1. The undersigned is the duly elected Secretary of GE Healthcare Bio-Sciences Corp., a Delaware corporation (the "Company").
2. The undersigned hereby certifies that Morgan Norris, President of the Company, is authorized to execute binding agreements on the Company's behalf, including without limitation the Tax Increment Financing Agreement among the City of Marlborough, the Company, and Atlantic-Marlboro Realty, LLC.

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

\_\_\_\_\_  
Cherylyn Waibel  
Secretary

**ATTACHMENT C**

(NO LONGER REQUIRED FOR NEW EDIP APPLICATIONS)

**ATTACHMENTS D AND E**

**RESOLUTION:**

**WHEREAS**, the City Council of the City of Marlborough desires a beneficial economic use creating jobs for local residents, expanding business within the City, and developing a healthy robust economy and stronger tax base for Map 101, Parcel 2 on the Marlborough Assessor's Map; and

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

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

1. The City Council of the City of Marlborough hereby requests that the Massachusetts Economic Assistance Coordinating Council approve GE Healthcare Bio-Sciences Corp.'s application for an EDIP Certified Project (attached hereto); and further, that:
  - a. The project, as proposed, is consistent with and can reasonably be expected to benefit significantly from inclusion in the 200 Forest Street Economic Opportunity Area ("EOA");
  - b. The project will not overburden the City of Marlborough's infrastructure and utilities;
  - c. The project as described in the proposal will have a reasonable chance of increasing employment opportunities for residents of Marlborough; and
  - d. The City Council approves GE Healthcare Bio-Sciences Corp.'s request that the project be designated by the Massachusetts Economic Assistance Coordinating Council as an EDIP Certified Project for ten (10) years.
2. The City Council of the City of Marlborough agrees to authorize the use of tax increment financing and the submission of the tax increment financing agreement (attached to the EDIP application as Attachment B) to the Massachusetts Economic Assistance Coordinating Council.

ADOPTED  
In City Council  
Order No 14-100\_\_\_\_  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

**EXHIBIT 1**

# GE Healthcare



imagination at work

## Estimated Real Property Tax Savings GE Healthcare - 200 Forest Street, 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	
	2014	Base	\$31,740,700		\$28.22	-	\$895,723	-	\$895,723	-	
Fiscal Year	2016	1	\$32,700,063	\$2,000,000	\$34,700,063	\$28.22	\$56,440	\$979,236	100%	\$922,796	\$56,440
	2017	2	\$33,190,564	\$2,030,000	\$35,220,564	\$28.22	\$57,287	\$993,924	100%	\$936,638	\$57,287
	2018	3	\$33,688,422	\$2,060,450	\$35,748,872	\$28.22	\$58,146	\$1,008,833	90%	\$956,502	\$52,331
	2019	4	\$34,193,748	\$2,091,357	\$36,285,105	\$28.22	\$59,018	\$1,023,966	80%	\$976,751	\$47,214
	2020	5	\$34,706,655	\$2,122,727	\$36,829,382	\$28.22	\$59,903	\$1,039,325	70%	\$997,393	\$41,932
	2021	6	\$35,227,254	\$2,154,568	\$37,381,822	\$28.22	\$60,802	\$1,054,915	60%	\$1,018,434	\$36,481
	2022	7	\$35,755,663	\$2,186,887	\$37,942,550	\$28.22	\$61,714	\$1,070,739	40%	\$1,046,053	\$24,686
	2023	8	\$36,291,998	\$2,219,690	\$38,511,688	\$28.22	\$62,640	\$1,086,800	35%	\$1,064,876	\$21,924
	2024	9	\$36,836,378	\$2,252,985	\$39,089,363	\$28.22	\$63,579	\$1,103,102	30%	\$1,084,028	\$19,074
	2025	10	\$37,388,924	\$2,286,780	\$39,675,704	\$28.22	\$64,533	\$1,119,648	25%	\$1,103,515	\$16,133
<b>Totals</b>						\$475,949	\$8,257,738		\$7,919,442	\$373,502	
										<b>Gross Savings</b>	<b>\$373,502</b>
										<b>Prorated Rate</b>	<b>\$124,500.78</b>

### Assuming:

* Base Assessment	\$31,740,700
** Initial improvement value captured by the TIF	\$2,000,000
*** Tax Rate	\$28.22
*** Inflation Factor	1.50%
* Current base valuation	

\*\* Assumes an initial improvement value of approximately \$2M

\*\*\* 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 to account for increases in both tax rate and property valuations.



**EXHIBIT 2**



*The Commonwealth of Massachusetts*  
*Secretary of the Commonwealth*  
*State House, Boston, Massachusetts 02133*

William Francis Galvin  
Secretary of the  
Commonwealth

May 30, 2014

TO WHOM IT MAY CONCERN:

I hereby certify that according to the records of this office,

**GE HEALTHCARE BIO-SCIENCES CORP.**

a corporation organized under the laws of **Delaware** on **June 21, 1968** was qualified to do business in this Commonwealth on **March 10, 1998** pursuant to the provisions of Massachusetts General Laws.

I also certify that the corporation's certificate of authority to conduct affairs in this state was revoked under the provisions of General Laws on **March 31, 2008**.

I further certify that the corporation was reinstated to do business in the Commonwealth on **May 26, 2010** pursuant to the provisions of General Laws. I also certify that said corporation is not delinquent in filing annual reports required to date.



In testimony of which,  
I have hereunto affixed the  
Great Seal of the Commonwealth  
on the date first above written.

*William Francis Galvin*

Secretary of the Commonwealth



*City of Marlborough*

*Arthur J. Vigeant*  
MAYOR

*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
MARLBOROUGH

*Michael C. Berry*  
EXECUTIVE AIDE

140 Main Street

2014 AUG 21 A 11: 52

Marlborough, Massachusetts 01752

*Patricia Bernard*  
EXECUTIVE SECRETARY

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

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

August 21, 2014

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

**Re: Building Department Operations & Proposed Order Amending the City Code**

Honorable President Pope and Councilors:

I wish to provide you with an informational update on the status of operations in our Building Department.

As of July 23<sup>rd</sup> the City has retained the services of Barry Porter & Associates, a planning and permitting management firm out of Braintree, MA to provide staffing and plan review services to the City.

Through this firm, we have been able to have Mr. Richard Colantuoni serve as our Interim Building Commissioner. Mr. Colantuoni is an experienced municipal building official that has worked in several communities. He is working in the Building Department approximately sixteen to twenty hours per week.

We are also fortunate that former Local Inspector Mike Casaceli has agreed to help the Building Department as needed to meet the significant demand for inspections throughout the city. Mr. Casaceli will be compensated at a rate of \$25.00 per inspection, mirroring the alternate Wiring and Plumbing Inspectors.

I anticipate the search process for a permanent Building Commissioner to conclude by the end of the month. I would expect that, if we are able to identify and come to terms with a quality candidate, the appointment would be submitted to you on your September 8<sup>th</sup> agenda.

I want to commend our Building Department, especially Local Inspector Gerry Noel, for stepping up to the plate during this time of transition and ensuring we provide the highest level of service possible to all our customers.

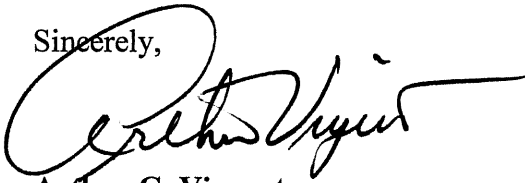
Lastly, I am enclosing for your approval an amendment to the city code that will update and standardize the areas in our city code where the title of "Building Inspector" will be replaced with "Building Commissioner." This change is necessary to ensure that our code accurately reflects the titles used and conferred unto individuals by the Massachusetts Board of Building Regulations & Standards (BBRS), the authority who oversees and certifies building official.

This change in no way impacts the roles and responsibilities of the Building Commissioner. Rather, this change clears up job title ambiguities that may be left to interpretation.

The BBRS recognizes the title of "Building Commissioner" as the lead building official and authority in a municipality. In order to earn the title of "Building Commissioner," an individual must first have been certified as a "Local Inspector", which is the minimum level of certification for a municipal building official, before passing a series of five examinations.

I will be happy to answer for you any and all questions you may have regarding this proposal. Thank you in advance for your consideration.

Sincerely,

A handwritten signature in black ink, appearing to read "Arthur G. Vigeant", with a large, stylized flourish at the end.

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

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. Except where the words "Building Inspector" are preceded by the word "Assistant", the City Code is hereby amended in its entirety by deleting the words "Building Inspector" and "Inspector of Buildings" wherever they appear throughout the City Code, and inserting in place thereof the words "Building Commissioner."
- B. Section 7-75, entitled "Appointment of Assistant Building Inspector", is hereby amended by deleting the words "Assistant Building Inspector" from said title and inserting in place thereof the words "Local Inspectors."
- C. Section 7-75, entitled "Appointment of Assistant Building Inspector", is hereby further amended by deleting the following words:

The Mayor shall appoint two full-time Assistant Building Inspectors, who shall meet the requirements and qualifications set forth for local building inspectors in Section 107.4 of the Commonwealth's Building Code

and inserting in place thereof the following words:

The Mayor shall employ Local Inspectors as necessary to support mission and duties of the Building Department, which Local Inspectors shall be under the direction of the Building Commissioner. Local Inspectors shall meet the requirements and qualifications established by the Massachusetts Board of Building Regulations and Standards and as defined by Section 3 of Chapter 143, of Massachusetts General Laws.

ADOPTED  
In City Council  
Order No. 14-

Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

## PART I. ADMINISTRATION OF THE GOVERNMENT

### TITLE XX. PUBLIC SAFETY AND GOOD ORDER

#### CHAPTER 143. INSPECTION AND REGULATION OF, AND LICENSES FOR, BUILDINGS, ELEVATORS AND CINEMATOGRAPHS

##### INSPECTION OF BUILDINGS

#### **Chapter 143: Section 3. Inspector of buildings or building commissioner; local inspectors; employment and designation; qualifications; city or town without local inspectors**

Section 3. The chief administrative officer of each city or town shall employ and designate an inspector of buildings or building commissioner as well as such other local inspectors as are reasonably necessary to assist the inspector of buildings or building commissioner to administer and enforce the state building code as well as section thirteen A of chapter twenty-two and the rules and regulations made under the authority thereof. The building commissioner or inspector of buildings shall be the administrative chief in a city or town responsible for administering and enforcing the state building code as well as section thirteen A of chapter twenty-two and the rules and regulations made under the authority thereof. Any additional persons employed by a city or town to assist the building commissioner or inspector of buildings in the performance of his duties shall be called local inspectors. The local inspector shall also be responsible for enforcing the state building code as well as section thirteen A of chapter twenty-two and the rules and regulations made under the authority thereof. The inspector of buildings or building commissioner shall report directly and be solely responsible to the person or public body that appointed him. Two or more cities or towns may combine and share expenses in the appointment of any building commissioner or inspector of buildings and local inspectors. If the board of selectmen of two or more towns so vote, such towns may enter into an agreement with the county commissioners of the county wherein such towns are located relative to the appointment and compensation of a building commissioner or inspector of buildings and local inspectors. The county commissioners shall apportion the budget approved for the building commissioner or inspector of buildings and local inspectors in accordance with said agreement. Said apportionment shall forthwith be certified by said commissioners to the board of selectmen of each member town and the amounts so certified shall be appropriated and paid to the county treasurer in accordance with provisions of said agreement.

Each inspector of buildings or building commissioner shall have had at least five years of experience in the supervision of building construction or design or in the alternative a four year undergraduate degree in a field related to building construction or design or any combination of education and experience which would confer equivalent knowledge and ability, as determined by the board. In addition, such person shall have had a general knowledge of the quality and strength of building materials; a general knowledge of the accepted requirements for building construction, fire prevention, light, ventilation, safe exits and the requirements of section thirteen A of chapter twenty-two and the rules and regulations promulgated pursuant thereto pertaining to accessible design standards; and a general knowledge of other equipment and materials essential for safety, comfort, and convenience of the occupants of a building or structure.

Each local inspector shall have had at least five years of experience in the supervision of building construction or design or in the alternative a two year associate degree in a field related to building construction or design or any combination of education and experience which would confer equivalent knowledge and ability, as determined by the board. In addition, such persons shall have a general knowledge of the quality and strength of building materials; a general knowledge of the accepted requirements for building construction, fire prevention, light, ventilation and safe exits; and a general

knowledge of other equipment and materials essential for safety, comfort, and convenience of the occupants of a building or structure.

In the event that a city or town shall be without a local inspector, the board may, with the approval of the commissioner, direct an inspector to temporarily fulfill the duties of the local inspector for a period not to exceed thirty days. In such an event the inspector shall have all the powers of a local inspector. Each city or town shall reimburse the commonwealth for the actual cost of such services provided.

The clerk of each city and town shall annually, not later than April first, transmit to the board in writing the name and official address of each inspector of buildings or building commissioner and each local inspector in such city or town.

Every inspector of buildings, building commissioner or local inspector shall be certified by the board of building regulations and standards in accordance with regulations promulgated by said board.



# City of Marlborough

*Arthur G. Vigeant*  
MAYOR

## Office of the Mayor

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*Michael C. Berry*  
EXECUTIVE AIDE

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

2014 AUG 21 A 11:51

*Patricia Bernard*  
EXECUTIVE SECRETARY

August 21, 2014

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

### Re: City Collector Reappointment

Honorable President Pope and Councilors:

I am pleased to submit for your approval the reappointment of Deborah Fox as City Collector to serve a term of one year term to take effect on the first Monday following her appointment.

Deborah has completed her second year as the City Collector and has made considerable strides in improving both the efficiency and customer service of the office.

I believe that the City of Marlborough will only stand to benefit from Deborah's continued service as City Collector. Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant  
Mayor





# City of Marlborough Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

LEGAL@MARLBOROUGH-MA.GOV

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
DONALD V. RIDER, JR.  
CITY SOLICITOR  
CYNTHIA M. PANAGORE GRIFFIN  
ASSISTANT CITY SOLICITOR  
ELLEN M. STAVROPOULOS  
PARALEGAL  
AUG 21 11:57

August 21, 2014

Patricia Pope  
President  
Marlborough City Council

RE: IPG Photonics Corporation's TIF Proposal  
Order No. 14-1005907

Dear President Pope and Members:

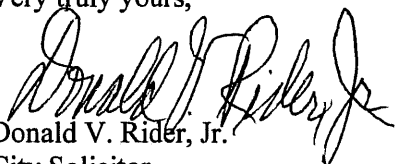
The Finance Committee has completed its review and has reported its recommendation concerning the Tax Increment Financing ("TIF") proposal from IPG Photonics Corporation. In accordance with that review and recommendation, and at the Committee's request, I have made one (1) revision to one (1) document (an incorrect date recited by IPG in its EDIP application), and enclose the following:

1. the proposed Council resolution;
2. the proposed application for the 257 and 259 Cedar Hill Street Economic Opportunity Area (attached to the resolution as Exhibit 1);
3. the proposed TIF plan (attached to the resolution as Exhibit 2);
4. the proposed TIF agreement (attached to the resolution as Exhibit 3); and
5. the proposed EDIP application (attached to the resolution as Exhibit 4).

You may collectively approve all 5 documents by taking a single vote on a motion to approve IPG Photonics Corporation's TIF proposal including the EDIP application's submission to the EACC; simple majority suffices.

Thank you for your attention to this matter.

Very truly yours,

  
Donald V. Rider, Jr.  
City Solicitor

Enclosures  
cc: Arthur G. Vigeant, Mayor

**RESOLUTION:**

**WHEREAS**, the City Council of the City of Marlborough strongly supports increased economic development to provide additional jobs for qualified residents of the City and the Framingham-Marlborough Regional Economic Target Area ("ETA"), which shall enhance the commercial and industrial activity within the City, and to promote and develop a healthy economy and stronger tax base; and

**WHEREAS**, the City of Marlborough is part of a regional ETA; and

**WHEREAS**, the City Council of the City of Marlborough supports and endorses the economic development goals for the ETA; and

**WHEREAS**, the City Council of the City of Marlborough desires a beneficial economic use creating jobs for local residents, expanding business within the City, and developing a healthy robust economy and stronger tax base for Map 115, Parcels 1B and 1 on the Marlborough Assessor's Map; and

**WHEREAS**; the City Council of the City of Marlborough further supports and endorses the economic development goals contained in the 257 and 259 Cedar Hill Street Economic Opportunity Area application; and

**WHEREAS**, the City Council of the City of Marlborough finds that the 257 and 259 Cedar Hill Street Economic Opportunity Area meets the regulatory criteria defined as a "decadent area"; and

**WHEREAS**, the City Council of the City of Marlborough finds that the 257 and 259 Cedar Hill Street Economic Opportunity Area meets the local criteria and economic development goals set forth in the original Economic Target Area application; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Marlborough that the following activities which are necessary to pursue a Certified Project designation within the 257 and 259 Cedar Hill Street Economic Opportunity Area in the City of Marlborough be authorized:

1. The City Council of the City of Marlborough hereby endorses the 257 and 259 Cedar Hill Street Economic Opportunity Area ("EOA") and authorizes the submission of the 257 and 259 Cedar Hill Street EOA application (attached hereto as Exhibit 1) to the Massachusetts Economic Assistance Coordinating Council, said EOA to be comprised of Map 115, Parcels 1B and 1 on the Marlborough Assessor's Map; and
2. The City Council of the City of Marlborough hereby adopts the tax increment financing plan and authorizes the submission of a tax increment financing plan (attached hereto as Exhibit 2) to the Massachusetts Economic Assistance Coordinating Council; and

3. The City Council of the City of Marlborough agrees to authorize the use of tax increment financing and the submission of the tax increment financing agreement (attached hereto as Exhibit 3) to the Massachusetts Economic Assistance Coordinating Council; and
4. The City Council of the City of Marlborough hereby requests that the Massachusetts Economic Assistance Coordinating Council approve IPG Photonics Corporation's application for an EDIP Certified Project (attached hereto as Exhibit 4); and further, that:
  - a. The project, as proposed, is consistent with and can reasonably be expected to benefit significantly from inclusion in the 257 and 259 Cedar Hill Street EOA;
  - b. The project will not overburden the City of Marlborough's infrastructure and utilities servicing the 257 and 259 Cedar Hill Street EOA;
  - c. The project as described in the proposal will have a reasonable chance of increasing employment opportunities for residents of the Framingham - Marlborough Regional ETA; and
  - d. The City Council approves IPG Photonics Corporation's request that the project be designated by the Massachusetts Economic Assistance Coordinating Council as an EDIP Certified Project for five (5) years.

ADOPTED  
In City Council  
Order No 14-1005907  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

**EXHIBIT 1 TO RESOLUTION**

**(EOA Application)**



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

**Economic Development Incentive Program (EDIP)  
 ECONOMIC OPPORTUNITY AREA (EOA) DESIGNATION APPLICATION**

A complete application with all required attachments must be submitted in electronic form to your MOBD Regional Director by 5:00 P.M. on the application deadline date. A hardcopy with original signatures and attachments must be postmarked no later than 1 day after the submission deadline and mailed to: EDIP Manager, MOBD, 10 Park Plaza, Suite 3730, Boston, MA 02116. **Applications that are incomplete or submitted after the deadline will not be considered at the scheduled Economic Assistance Coordinating Council (EACC) meeting, without exception.**

<b>PART I. PROPOSED EOA</b>	
<b>1. DESIGNATION OVERVIEW</b>	
<b>Name of Proposed EOA:</b>	257 and 259 Cedar Hill Street EOA
<b>Municipality:</b>	City of Marlborough
<b>EOA Designation is for:</b>	<input checked="" type="checkbox"/> New EOA within a previously approved Economic Target Area <input type="checkbox"/> Amendment to a previously approved EOA
The area is being proposed for designation as the applicable parcels meet the eligibility criteria (see definitions as defined in M.G.L. Chapter 121A, §1 and M.G.L. Chapter 23A §3E):	<input type="checkbox"/> Blighted Open Area <input checked="" type="checkbox"/> Decadent Area <input type="checkbox"/> Substandard Area <input type="checkbox"/> Cumulative Job Loss
<b>Effective Time Period for EOA Designation</b> (Designation must remain in effect for a minimum of 5 Years and Maximum of 20 Years)	<b>5 Years</b>
<b>2. EOA BOUNDARIES</b>	
<b>(a) Attachment A: Map of Proposed EOA</b> Please attach a detailed map of the proposed EOA, indicating the existing streets, highways, waterways, natural boundaries and other physical features.	<input checked="" type="checkbox"/> <b>Attached</b>
<b>(i)</b> Please provide a detailed description of the EOA boundaries including parcel numbers and how said area conforms to the definition of either “Blighted Open Area”, “Decadent Area”, “Substandard Area and/or “Cumulative Job Loss” as marked in section 1.  The proposed EOA is located at 257 and 259 Cedar Hill Street consisting of two buildings in Marlborough, Massachusetts and is listed in Marlborough City Assessor's files as Map 115 Parcel 1B and Map 115 Parcel 1. Please see the location map attached in "Attachment A". The proposed EOA is located along southwest quadrant off Simarano Drive with easy access to Rt. 90 & Rt. 495. The proposed EOA is in an industrial zoned area and is a designated area within	

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

the city for employment growth. The proposed EOA has been targeted because it meets the definition of a "decadent area". The 100% vacant properties require substantial building upgrades in order to meet the company's business requirements for a proposed advanced manufacturing and research and development center. The factors that makes this site eligible for EOA designation are because the buildings are in need of major maintenance and repair, a substantial change in business conditions and inadequate light, air and open space.

### **3. REASON FOR DESIGNATION**

**(a) Please describe the reason for the proposed EOA Designation. Please include:**

- (i) A brief narrative of why the EOA designation is important to the community.
- (ii) If a business has indicated an intention to locate or expand within the proposed EOA, please provide the name and brief description of the company. If applicable, attach the letter of intent.

(i) The City of Marlborough is seeking an EOA designation, because the community aspires to increase the number of jobs offered within the municipality and in the region. The City of Marlborough is within the Framingham-Marlborough Economic Target Area ("ETA") and achieving the EOA designation will enhance in helping the community redevelop these properties and achieve its long term economic goals.

(ii) IPG Photonics Corporation ("IPG") has indicated an intention to locate within the proposed EOA. IPG, headquartered in Oxford, Massachusetts, is one of the world's leading developers and manufacturers of high-performance fiber lasers and amplifiers. Since the Company's founding in 1990, it has grown into the largest manufacturer in the world in this category and sells to customers worldwide in various sectors including automotive, aerospace, medical, telecommunications, renewable energy, and the federal government. Please find the enclosed letter of intent in "Attachment B".

**(b) Please describe the economic development goals for the proposed EOA during the first five years of EOA designation.**

IPG has targeted the proposed EOA to create a state-of-the-art advanced manufacturing and research and development center. The proposed EOA site is currently owned by IPG Realty I, LLC and is currently 100% vacant and unoccupied.

Additionally, the economic development goals for the proposed EOA for the next five years include:

1. Retain 24 permanent full-time jobs in the proposed EOA located within the Framingham-Marlborough ETA,
2. Create 100 new permanent, full-time jobs at the proposed EOA,
3. The proposed EOA will benefit from a private investment of approximately \$13.5 million in renovation and personal property costs,
4. Increasing the city's commercial tax base,
5. Encouraging productivity in a commercially zoned area of the City; and
6. Promoting the redevelopment and revitalization of a decadent site.

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

**PART II. MUNICIPAL DESIGNATION PROCESS**

**1. MUNICIPAL AUTHORITATIVE REVIEW**

EOA Authoritative Review Municipal Official or Board/Council/Etc.	The Mayor and Marlborough Economic Develop. Corp.				
Municipal Contact:	Full Name:	Tim Cummings	Title:	Executive Director	
Contact Address:	Street Address:	91 Main Street #204			
	City:	Marlborough	MA	Zip Code:	01752
Telephone Number:	508-229-2010				
Email Address:	tcummings@marlboroughedc.com				

**(a) Indicate the local standards and procedures for review of project proposals including:**

- (i) the application procedures,
- (ii) the timeframe for review and determination
- (iii) and the criteria and process for approval of project proposals
- (iv) Attachments of any additional documentation required (if applicable)

(i) The Mayor and Marlborough Economic Development Corporation are authorized to review project proposals on behalf of the City of Marlborough. The Marlborough City Council is the legislative entity that ultimately approves all EOA Designations and Tax Increment Financing Agreements. All projects seeking EACC approval as an EDIP Certified Project, local execution of a TIF Agreement and local designation for a defined area as an EOA are forwarded to the Marlborough City Council upon recommendation from the Marlborough Economic Development Corporation and the Mayor along with other local stakeholders comprising of an Ad-Hoc Advisory TIF Committee. The Marlborough City Council will then send the EOA application and proposed TIF Agreement to the City Council Finance Committee for consideration and approval. Upon review and approval by the Finance Committee, the Marlborough City Council then formally approves the TIF Agreement and EOA Designation. Once the TIF Agreement is executed by the Mayor and the Project's signatory, the EOA application and TIF Agreement are forwarded to the EACC for approval and EDIP Project certification. (ii) The timeframe for review and determination is approximately 10 weeks. (iii) the municipality wants to ensure there is a substantial private investment and a corresponding commitment to increase the number of jobs located at a proposed EOA while also meeting community development objectives.

**2. LOCAL APPROVAL STREAMLINING**

(a) Provide a proposal and plan (or attach existing plan) to increase the ease of doing business by streamlining delivery of local services within the EOA such as the municipality's permit, approval and license procedures. See: "Best Practice Model for Streamlined Local Permitting"

The City of Marlborough is a business-friendly community whose municipal officials are always willing to work with businesses to promote economic development. City officials help companies navigate the local permitting and zoning process and expedite these approvals whenever possible. The City of Marlborough implements an expedited permit review process that is coordinated by the City's administrative Site Plan Review Committee. The City's Building Inspector, Fire and Police Chief, as well as other professional staff, sit on the Site Plan Review Committee. Additionally, the EOA is in a industrial zoned area of the municipality and the use is "by-right", which further streamlines the review process. The municipality has also charged the Marlborough Economic Development Corporation to be an ombudsman local contact for private entities that may need assistance through the permitting review process. Lastly, it would be remiss not to point out the fast-paced track record the City has when permitting projects. The proposed EOA is already adequately serviced by sewer, water, gas, electric, voice data and cable. At this time, no additional services are envisioned for the EOA.

(b) **Compliance with Community Reinvestment Act:** Include a copy of a municipal plan or policy, if any exists, which links the municipality's choice of banking institutions to the bank's compliance with the requirements of the Community Reinvestment Act.

- Attached  
 N/A

**PART III. SPECIAL REQUIREMENTS FOR LARGE MUNICIPALITIES**

**This section must be completed by any municipality or member of a regional ETA with a population that exceeds fifty thousand (50,000) people. The population threshold should be calculated based on the most recent statistics available from the U.S. Bureau of the Census.**

**Please check appropriate selection:**

- Municipality or regional ETA population exceeds 50,000 people (if checked, please complete the below Part III).
- Municipality or regional ETA population is less than 50,000 people (if checked, Part III. is not required, please skip to Part IV.)



**1. MUNICIPAL INFRASTRUCTURE SUPPORT**

Provide an analysis of the existing infrastructure support and municipal services, including transportation access, water and sewer hook-ups, lighting, and fire and police protection to and for certified projects within the proposed EOA(s). Indicate if the existing level of services and infrastructure is adequate to support the anticipated development in the proposed EOA(s).

Provide a proposal for meeting additional demand for municipal services and infrastructure improvement, including costs and funding sources available for these improvements.

The proposed EOA site meets the demand needs and sufficiently supports the certified projects infrastructure requirements.

**2. JOB TRAINING PROGRAMS**

Describe the municipality's plans to secure access to publicly or privately sponsored training programs for employees of certified projects and for residents of the municipality/ETA.

The city through Marlborough Economic Development plans to assist the certified project in accessing the Commonwealth's workforce training fund program as needed.

**3. LOCAL COMMUNITY INVOLVEMENT**

Describe the municipality's plans to increase the level of private sector involvement and the level of involvement by community development organizations in the economic revitalization of the area proposed for designation. For example, local involvement could include commitments from private persons to provide jobs and job training to residents or to employees who for certified projects in the proposed EOA(s).

The city using the resources of Marlborough Economic Development Corporation shall actively promote the Cedar Hill Street corridor for business attraction and expansion. The city plans to partner with the various property owners to appropriately market the area.

**PART IV. MUNICIPAL BINDING WRITTEN OFFER**

The municipality completing this application must provide a **binding written offer** to provide either tax increment financing or a special tax assessment to each certified project located within the proposed EOA(s).

Please attach a copy of the municipality's binding written offer.

- (i) **In cities**, this shall be in the form of a City Council Order or Resolution, along with a Certified Vote by the City Clerk.
- (ii) **In towns with Town Meeting form of government**, this shall be in the form of a Town Meeting Motion, along with a Certified Vote by the Town Clerk.
- (iii) **In towns with Town Council form of government**, this shall be in the form of a Town Council Order or Resolution, along with a Certified Vote by the Town Clerk.

Attached

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

**PART V. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT**

*I/We Arthur Vigeant (fill in name and title) of the applicant municipality applying for "Economic Opportunity Area" Designation from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete. I/we understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Economic Opportunity Area" Designation and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Economic Opportunity Area if the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information. I/we make this certification under the pains and penalties of perjury.*

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

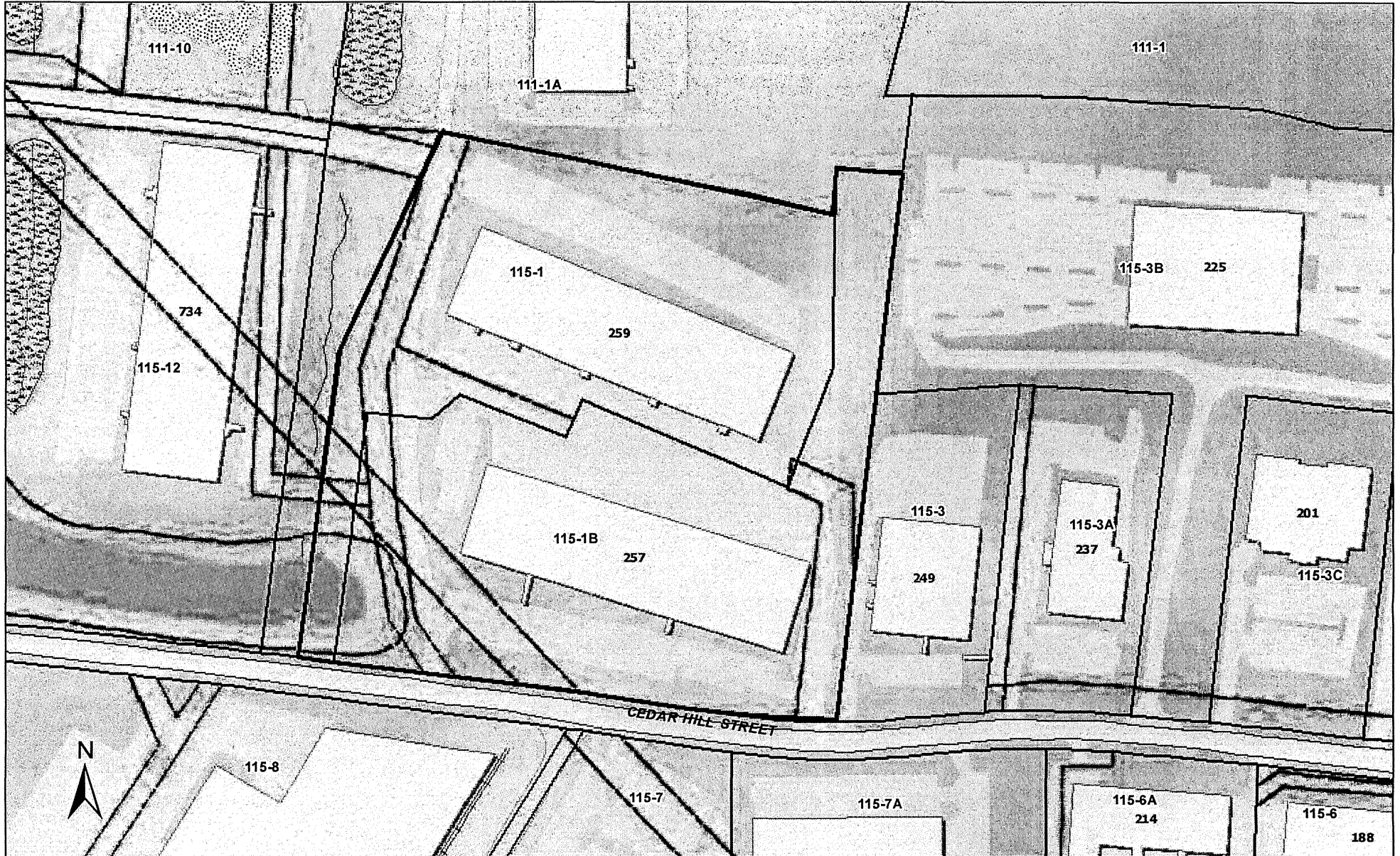
**Signed:**






_____	Mayor	July 17, 2014
Name	Title	Date
_____		<i>Select mm/dd/yyyy</i>
Name	Title	Date

**Attachment A to EOA Application**

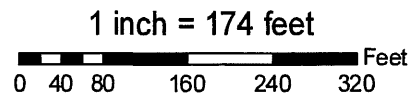
**(Map of TIF Location)**

# GIS Map



-----	Easements		DEP WETLAND
-----	Driveways		Parking Lots
-----	Type		Paved
-----	Type		Unpaved
-----	Type		Paved

Map 115 Parcel 1  
 Map 115 Parcel 1B  
 257 & 259 Cedar Hill EOA



July 13, 2014

City of Marlborough



All Marlborough GIS data is to be considered a generalized spatial representation that is subject to review. This information is provided as a visual representation only and is not to be used as a legal or official representation of legal boundaries. This web site is not intended to be used as the exclusive basis for decision-making.

**Attachment B to EOA Application**  
**(IPG Letter of Intent)**



May 23, 2014

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

***RE: Massachusetts Economic Development Incentive Program  
Formal Incentives Intent Letter – Marlborough, Massachusetts***

Dear Mayor Vigeant:

It was a pleasure meeting with Mike Berry and Tim Cummings on April 30th, 2014, to discuss IPG Photonics' ("IPG") proposed expansion plans in the City of Marlborough and the available economic incentives.

Founded in 1990, IPG Photonics Corporation, currently headquartered in Oxford, Massachusetts, is one of the world's leading developers and manufacturers of high-performance fiber lasers and amplifiers.

Due to increased customer demand for IPG's products, the Company has proposed plans to expand its operations in Massachusetts. IPG maintains its global headquarters, research and development, and manufacturing operations in Oxford. The Company also leases temporary space in Marlborough, Massachusetts.

IPG has outgrown its temporary space and has recently purchased two vacant buildings in Marlborough consisting of an estimated 112,000 square feet of space. Among the options under consideration is the renovation of the buildings for use as an advanced manufacturing center, with dedicated space for clean rooms, labs and manufacturing. Another option is to keep the facility as a warehouse for storage. Should IPG proceed with the manufacturing center option, the project investment is estimated at \$13.5 million, including \$7.5 million for renovation costs and \$6 million for personal property. The Company plans to retain 24 jobs in Marlborough and create 100 new permanent full-time jobs.

Please accept this letter pursuant to the requirements of the Commonwealth's Economic Development Incentive Program (EDIP) as IPG's formal Letter of Intent to apply for incentives

**IPG Photonics Corporation**  
50 Old Webster Road, Oxford, MA 01540 T. 508.373.1100 F. 508.373.1101  
[www.ipgphotonics.com](http://www.ipgphotonics.com)

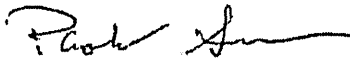
that may include a state EDIP Investment Tax Credit (ITC) and local real estate property tax relief in the form of Tax Increment Financing (TIF).

As an innovative Company with a significant global market and presence, IPG has become an economic engine in the region, spending significant dollars on products and services with local businesses. The Company's proposed expansion in Marlborough would attract a highly educated and technical workforce whose focus is on skilled manufacturing, and research and development.

Over the nearly 25 years since its founding, IPG has established deep roots in Massachusetts as evidenced by its dedication to education, community involvement and support for local programs. The proposed expansion project would provide substantial immediate and long-term economic benefits to the City of Marlborough, the region, and the Commonwealth of Massachusetts.

We look forward to establishing a mutually beneficial partnership with the City of Marlborough as we consider this advanced manufacturing center project.

Sincerely,



Paolo Sinni  
Vice President, Treasurer, and Controller

cc: Michael Berry, Executive Aide, Marlborough Mayor  
Tim Cummings, Executive Director, Marlborough Economic Development Corporation  
Annamarie Kersten, EDIP Director  
Rob Anderson, MOBD Regional Director  
Lynn Tokarczyk, Business Development Strategies, Inc.

**EXHIBIT 2 TO RESOLUTION**

**(TIF Plan & Zone)**



**TAX INCREMENT FINANCING**  
**PLAN & ZONE**

*City of Marlborough*

257 and 259 Cedar Hill Street EOA  
IPG Photonics Corporation  
and  
IPG Realty I, LLC

July 2014

1) Location

A. Framingham - Marlborough Regional Economic Target Area (ETA):

*The City of Marlborough established a site-specific Economic Opportunity Area ("EOA") at 257 and 259 Cedar Hill Street, as further depicted on Marlborough City Assessor's Map 115 Parcel 1B and Map 115 Parcel 1, respectively. The City of Marlborough and IPG Photonics propose a Tax Increment Financing Zone ("TIF Zone") within the 257 and 259 Cedar Hill Street EOA, which consists of two buildings on two separate Map and Parcels; each building is an estimated 55,983 square feet, and combined contain approximately 111,966 square feet, all within the broader Framingham – Marlborough ETA.*

B. Municipality:

*City of Marlborough, County of Middlesex, Commonwealth of Massachusetts.*

C. TIF Zone:

1. Location and Map:

*The TIF Zone is the entirety of 257 and 259 Cedar Hill Street located on Marlborough City Assessor's Map 115, Parcel 1B and Map 115, Parcel 1, respectively. The TIF Zone consists of nearly 112,000 square feet of space spread over two buildings, which are owned by IPG Realty I, LLC, including parking facilities, located at 257 and 259 Cedar Hill Street, Marlborough, Massachusetts 01752. A map showing the location of the TIF Zone is attached as Attachment A.*

2. Legal Description:

*A description of the TIF Zone is attached as Attachment B.*

3. TIFZoneIssues:

*None.*

4. Property Owners within the proposed Zone:

*257 and 259 Cedar Hill Street, shown on the City of Marlborough Assessor's Map as Map 115 Parcel 1B and Map 115 Parcel 1, respectively, is currently owned by IPG Realty I, LLC and is targeted for a redevelopment project. IPG Photonics Corporation ("IPG Photonics" or "IPG") is the manager of IPG Realty I, LLC.*

2) Duration of TIF Zone and Plan

A. Length of Time:

*The duration of the TIF Zone, Tax Increment Financing Plan ("TIF Plan") will be for a period of 5 years (Fiscal Year 2017 through 2021). The TIF Plan and Agreement herein shall commence upon final approval of the TIF Plan by the Economic Assistance Coordinating Council ("EACC"). IPG Photonics' eligibility for the tax increment exemption under the proposed Tax Increment Financing Agreement would commence on the first day of July of 2016.*

### 3) TIF Zone and Economic Development

#### A. Continued Development Opportunity:

*Per its proposed local TIF Agreement with the City of Marlborough, IPG Photonics intends to make capital investments at 257 and 259 Cedar Hill Street estimated to be \$13.5 million. The company also anticipates retaining 24 full-time jobs and creating 100 new, permanent full-time jobs at the location over the first two (2) years of the proposed TIF Agreement, and maintaining all such jobs over the entire term of the proposed TIF Agreement.*

#### B. Net Economic Benefit to the City of Marlborough:

*The benefits of IPG Photonics' investments that will accrue to the City of Marlborough are considerable and include the following:*

- *Retention of 24 permanent full-time employees to Marlborough;*
- *Creation of 100 new, net permanent full-time jobs over the first two (2) years of the proposed TIF Agreement;*
- *Maintaining all 124 such jobs over the entire term of the proposed TIF Agreement;*
- *Significant new capital investment estimated to be \$13.5 million;*
- *Increase in commercial tax revenues/base; and*
- *Higher and better use of existing land and building located at 257 and 259 Cedar Hill Street that is currently vacant and obsolete.*

#### C. Analysis of Proposed and Potential Land Uses and Zoning

*The 257 and 259 Cedar Hill Street site is located within the City of Marlborough's Industrial zoning district that allows for commercial/industrial uses per the City's Zoning Ordinance. IPG's proposed investment and use of the land/property will conform to the intent of the zoning districts in which it is located and achieve the economic development goals of the municipality for this corridor.*

#### 4) TIF Zone Project

##### A. Private Project (Company Description):

*IPG Photonics Corporation, headquartered in Oxford, Massachusetts, is one of the world's leading developers and manufacturers of high-performance fiber lasers and amplifiers. Since its founding in 1990, IPG has pioneered the development and commercialization of optical fiber-based lasers for use in a wide range of markets. Fiber lasers have revolutionized the industry by delivering superior performance, reliability and usability at a lower total cost compared with conventional lasers, allowing end users to increase productivity and decrease operating costs. IPG's lasers should continue to displace traditional lasers in many existing applications due to their superior performance and value. In February 2014, the Company unveiled a new portfolio of lasers that showcases its innovative technology and provides customers with better value and expanding applications.*

*IPG is a global company with manufacturing facilities in the U.S., Germany, Russia and Italy, and regional sales offices in Japan, Korea, India and the United Kingdom. Since the Company's founding, it has grown into the largest manufacturer in the world in this category with sales in the U.S., Canada, Asia, and other countries.*

*IPG currently leases temporary space in Marlborough and due to customer demands, The Company, acting through IPG Realty I, LLC, has recently purchased two vacant buildings in Marlborough consisting of an estimated 111,966 square feet of space. The Company has proposed plans to renovate the buildings for use as a state-of-the-art advanced manufacturing and research and development center, with dedicated space for clean rooms, labs and manufacturing.*

*IPG Photonics is the only project envisioned for the TIF Zone.*

*A Marlborough City Council vote approving the 257 and 259 Cedar Street EOA, and the TIF Plan and Zone, as certified by the Marlborough City Clerk is provided as part of Attachment C, attached hereto.*

##### B. Public Projects:

*No other projects, public or private, are anticipated for the TIF Zone.*

5. Financing for Planned TIF Project

A. Anticipated Financing for the 257 and 259 Cedar Hill Street Project:

*Financing for the TIF Project will be self-financed from private sources.*

B. Anticipated Financing for Other Projects:

*No other projects, public or private are anticipated for the TIF Zone.*

6. Tax Increment Financing

*A Marlborough City Council vote, as certified by the Marlborough City Clerk approving the TIF Agreement, and which has been executed by the Marlborough Mayor, as directed by the Marlborough City Council, pursuant to M.G. L. c. 40 § 59 and M.G.L. c. 59, § 5, is provided in Attachment D, attached hereto.*

7. Approval of the TIF Project

A. Approval Process:

*All projects seeking EACC approval as an EDIP certified project, local execution of a TIF Agreement and local designation for a defined area as an EOA are forwarded to the Marlborough City Council upon recommendation from the Marlborough Economic Development Corporation and the Mayor along with other local stakeholders comprising an Ad-Hoc Advisory TIF Committee. The Marlborough City Council will then send the EOA application and proposed TIF Agreement to the City Council's Finance Committee for consideration and a recommendation as to approval. Upon review and the approval recommendation by the Finance Committee, the Marlborough City Council then formally approves the TIF Agreement and EOA designation. Once the TIF Agreement is executed by the Mayor and the Project's signatories, the EOA application and TIF Agreement are forwarded to the EACC for request for approval of an EDIP certified project.*

B. Person authorized to execute the TIF Agreement with IPG Photonics:

*The Mayor of the City of Marlborough is authorized to execute the TIF Agreement, as directed by the vote of the Marlborough City Council.*

C. Evidence of Local Approval:

*See Attachment C: The Marlborough City Council Resolution dated \_\_\_\_\_*

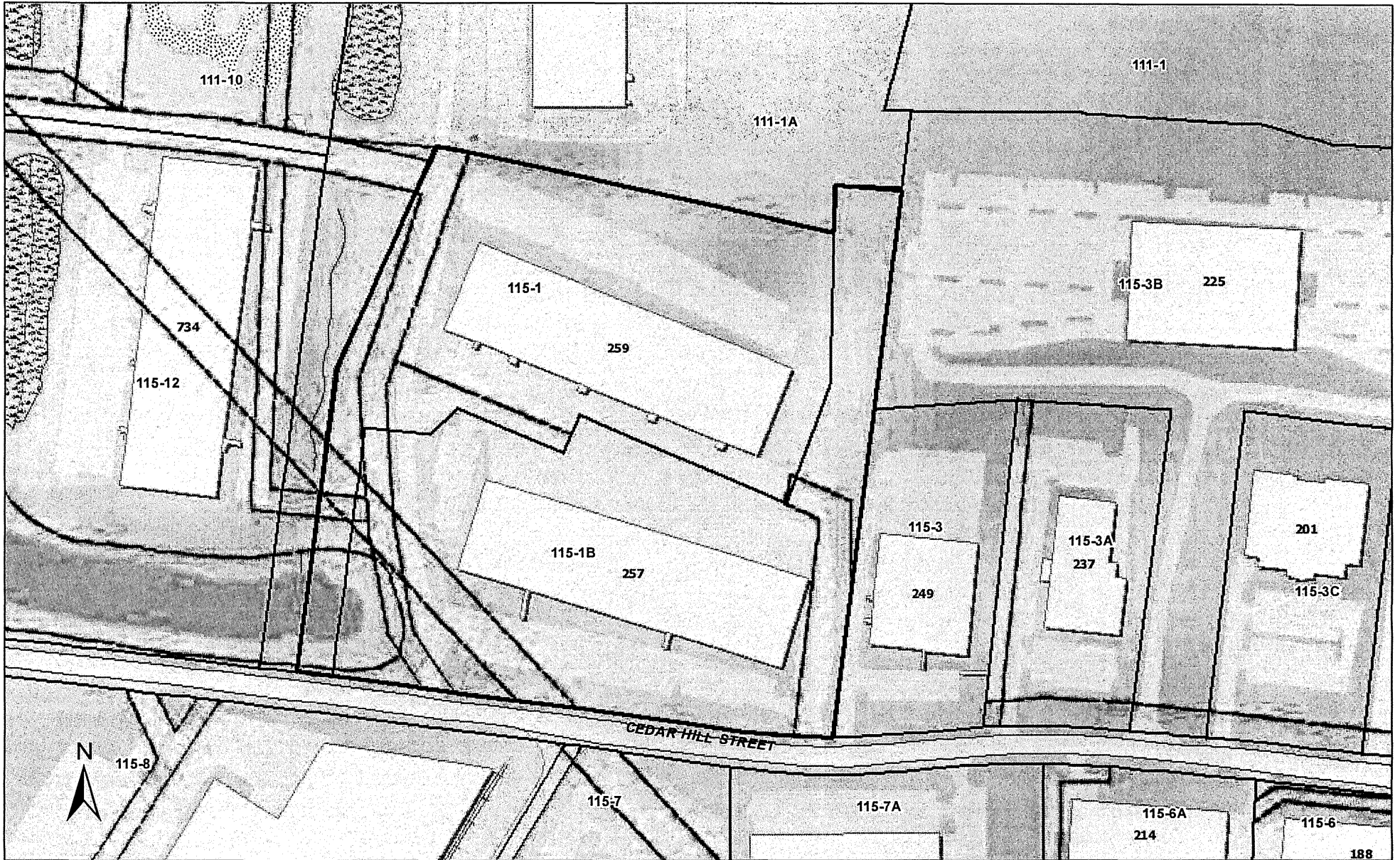
D. EACC Approval




*The request to the EACC for approval of the TIF Plan and Zone and EOA Application is provided as part of this document.*

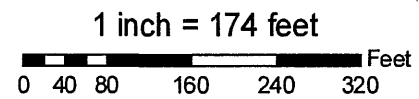
# **Attachment A to TIF Plan & Zone**

(Map of TIF Zone)

# GIS Map



-----	Easements		Parking Lots		DEP WETLAND
-----	Driveways		Type		
-----	Type		Paved		
-----	Paved		Unpaved		



July 17, 2014

City of Marlborough



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## **Attachment B to TIF Plan & Zone**

(Legal Description of TIF Zone)



## EXHIBIT A

### Legal Description

#### **257 Cedar Hill**

That certain parcel of land situated on the northerly side of Cedar Hill Street, Marlborough, Middlesex County, Massachusetts, shown as Lot A on a Plan entitled "Subdivision Plan of Land in Marlborough, MA Middlesex County", dated September 30, 1985, prepared by: Beals & Thomas, Inc., recorded with Middlesex South District Registry of Deeds, as Plan No. 1360 of 1985 (the "Plan") and more particularly bounded and described as follows:

Beginning at a point which is located at the southeasterly corner of the premises herein described and the northerly sideline of Cedar Hill Street as shown on said Plan; thence

S 86° 48' 56" W a distance of seven and 64/100 (7.64) feet to a point; thence  
S 86° 01' 27" W a distance of twelve and 97/100 (12.97) feet to a point; thence  
S 88° 15' 47" W a distance of seventy-nine and 38/100 (79.38) feet to a point; thence  
N 80° 00' 00" W a distance of two hundred ten and 00/100 (210.00) feet to a point; thence  
N 81° 43' 23" W a distance of one hundred thirty-eight and 89/100 (138.89) feet to a point; thence  
N 83° 12' 23" W a distance of two hundred thirty five and 38/100 (235.38) feet to a point, the previous six (6) courses bounding on the northerly side of Cedar Hill Street; thence  
N 08° 26' 57" E a distance of three hundred thirty-four and 04/100 (334.04) feet to a point; thence  
S 81° 33' 08" E a distance of eighty-four and 74/100 (84.74) feet to a point; thence  
N 45° 02' 44" E a distance of forty nine and 37/100 (49.37) feet to a point; thence  
S 67° 52' 02" E a distance of one hundred fifty-seven and 09/100 (157.09) feet to a point; thence  
N 22° 07' 58" E a distance of fifty-eight and 00/100 (58.00) feet to a point; thence  
S 67° 52' 02" E a distance of two hundred ninety and 00/100 (290.00) feet to a point; thence  
N 22° 07' 58" E a distance of one hundred eighty and 00/100 (180.00) feet to a point; the previous seven (7) courses bounding on Lot B; thence  
N 00° 17' 50" E a distance of two hundred fifty-three and 49/100 (253.49) feet to a point bounding in part on Lot B and in part on Lot C; thence  
S 89° 42' 10" E a distance of eighty-eight and 76/100 (88.76) feet to a point bounding on Lot C; thence  
S 06° 28' 41" W a distance of seven hundred forty-three and 21/100 (743.21) feet to the point of beginning, bounding in part on land now or formerly of Cedar Hill Place, LLC, and on land now or formerly of Alan G. Germaine, et al.

The exclusive and non-exclusive reciprocal easements, rights, benefits and appurtenances for drainage, ingress, egress, vehicular and pedestrian passage, installation, operation and maintenance of separate and common utilities and other miscellaneous purposes including, but not limited to, use of a detention pond, appurtenant to Parcel I and Parcel II as said easements are shown on that certain plan entitled "Easement Plan of land in Marlborough MA (Middlesex County)" Scale 1"=50' date: December 27, 1985, and revised on February 20, 1986, prepared by Beals and Thomas, Inc., Two Westborough Business Park, 200 Friburg Parkway, Westborough,

MA 01581, and recorded in said Deeds as Plan No. 434 of 1986, all as more particularly described in and incorporated into that certain Declaration of Easement dated as of April 2, 1986 and recorded in said Deeds in Book 16893, Page 434, as affected by First Amendment to Declaration of Easements dated September 28, 1987 and recorded in Book 18687, Page 456, as further affected by an Easement Agreement dated August 29, 1988 and recorded in Book 19304, Page 459.

### **259 Cedar Hill**

That certain parcel of land situated on the northerly side of Cedar Hill Street, Marlborough, Middlesex County, Massachusetts, shown on Lot B on a Plan entitled "Subdivision Plan of Land in Marlborough, MA (Middlesex County), dated September 30, 1985, prepared by: Beals & Thomas, Inc., recorded with Middlesex South District Registry of Deeds, as Plan No. 1360 of 1985 (the "Plan") and more particularly bounded and described as follows:

Beginning at a point which is located at the southwesterly corner of the premises herein described and the northerly street line of Cedar Hill Street, as shown on said Plan; thence

N 08° 26' 57" E a distance of four hundred twenty and 00/100 (420.00) feet to a point; thence  
N 24° 33' 31" E a distance of three hundred fifteen and 29/100 (315.29) feet to a point; thence  
S 75° 53' 34" E a distance of one hundred fifty and 00/100 (150.00) feet to a point; thence  
S 79° 01' 54" E a distance of three hundred ninety-one and 25/100 (391.25) feet to a point; the  
previous four (4) courses bounding on Lot C; thence  
S 00° 17' 50" W a distance of one hundred ninety-two and 26/100 (192.26) feet to a point;  
thence  
S 22° 07' 58" W a distance of one hundred eighty and 00/100 (180.00) feet to a point; thence  
N 67° 52' 02" W a distance of two hundred ninety and 00/100 (290.00) feet to a point; thence  
S 22° 07' 58" W a distance of fifty-eight and 00/100 (58.00) feet to a point; thence  
N 67° 52' 02" W a distance of one hundred fifty-seven and 09/100 (157.09) feet to a point;  
thence  
S 45° 02' 44" W a distance of forty-nine and 37/100 (49.37) feet to a point; thence  
N 81° 33' 08" W a distance of eighty-four and 74/100 (84.74) feet to a point; thence  
S 08° 26' 57" W a distance of three hundred thirty-four and 04/100 (334.04) feet to a point, the  
previous eight (8) courses bounding on Lot A; thence  
N 83° 12' 23" W a distance of fifty and 02/100 (50.02) feet to the point of beginning. Bounding  
on the northerly side of Cedar Hill Street.

The exclusive and non-exclusive reciprocal easements, rights, benefits, and appurtenances for drainage, ingress, egress, vehicular and pedestrian passage, installation, operation and maintenance of separate and common utilities and other miscellaneous purposes including, but not limited to, use of detention pond, appurtenant to Parcel I and Parcel II as said easements are shown on that certain Plan entitled "Easement Plan of Land in Marlborough MA (Middlesex County)" Scale 1"=50' date: December 27, 1985, and revised on February 20, 1986, prepared by Beals and Thomas, Inc., Two Westborough Business Park, 200 Friburg Parkway, Westborough, MA 01581, and recorded in said Deeds as Plan No. 434 of 1986, all as more particularly described in and incorporated into that certain Declaration of Easement dated as of April 2, 1986

and recorded in said Deeds in Book 16893, Page 434. As affected by First Amendment to Declaration of Easements dated September 28, 1987 and recorded in Book 18687, Page 456. As further affected by an Easement Agreement dated August 29, 1988, and recorded in Book 19304, Page 459.

**Attachment C to TIF Plan & Zone**

(City Council Resolution)

**RESOLUTION:**

**WHEREAS**, the City Council of the City of Marlborough strongly supports increased economic development to provide additional jobs for qualified residents of the City and the Framingham-Marlborough Regional Economic Target Area ("ETA"), which shall enhance the commercial and industrial activity within the City, and to promote and develop a healthy economy and stronger tax base; and

**WHEREAS**, the City of Marlborough is part of a regional ETA; and

**WHEREAS**, the City Council of the City of Marlborough supports and endorses the economic development goals for the ETA; and

**WHEREAS**, the City Council of the City of Marlborough desires a beneficial economic use creating jobs for local residents, expanding business within the City, and developing a healthy robust economy and stronger tax base for Map 115, Parcels 1B and 1 on the Marlborough Assessor's Map; and

**WHEREAS**; the City Council of the City of Marlborough further supports and endorses the economic development goals contained in the 257 and 259 Cedar Hill Street Economic Opportunity Area application; and

**WHEREAS**, the City Council of the City of Marlborough finds that the 257 and 259 Cedar Hill Street Economic Opportunity Area meets the regulatory criteria defined as a "decadent area"; and

**WHEREAS**, the City Council of the City of Marlborough finds that the 257 and 259 Cedar Hill Street Economic Opportunity Area meets the local criteria and economic development goals set forth in the original Economic Target Area application; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Marlborough that the following activities which are necessary to pursue a Certified Project designation within the 257 and 259 Cedar Hill Street Economic Opportunity Area in the City of Marlborough be authorized:

1. The City Council of the City of Marlborough hereby endorses the 257 and 259 Cedar Hill Street Economic Opportunity Area ("EOA") and authorizes the submission of the 257 and 259 Cedar Hill Street EOA application (attached hereto as Exhibit 1) to the Massachusetts Economic Assistance Coordinating Council, said EOA to be comprised of Map 115, Parcels 1B and 1 on the Marlborough Assessor's Map; and
2. The City Council of the City of Marlborough hereby adopts the tax increment financing plan and authorizes the submission of a tax increment financing plan (attached hereto as Exhibit 2) to the Massachusetts Economic Assistance Coordinating Council; and

3. The City Council of the City of Marlborough agrees to authorize the use of tax increment financing and the submission of the tax increment financing agreement (attached hereto as Exhibit 3) to the Massachusetts Economic Assistance Coordinating Council; and
4. The City Council of the City of Marlborough hereby requests that the Massachusetts Economic Assistance Coordinating Council approve IPG Photonics Corporation's application for an EDIP Certified Project (attached hereto as Exhibit 4); and further, that:
  - a. The project, as proposed, is consistent with and can reasonably be expected to benefit significantly from inclusion in the 257 and 259 Cedar Hill Street EOA;
  - b. The project will not overburden the City of Marlborough's infrastructure and utilities servicing the 257 and 259 Cedar Hill Street EOA;
  - c. The project as described in the proposal will have a reasonable chance of increasing employment opportunities for residents of the Framingham - Marlborough Regional ETA; and
  - d. The City Council approves IPG Photonics Corporation's request that the project be designated by the Massachusetts Economic Assistance Coordinating Council as an EDIP Certified Project for five (5) years.

ADOPTED  
In City Council  
Order No 14-1005907  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

**Attachment D to TIF Plan & Zone**

(TIF Agreement)

257 and 259 Cedar Hill Street

TAX INCREMENT FINANCING AGREEMENT BETWEEN

THE CITY OF MARLBOROUGH, IPG PHOTONICS CORPORATION AND IPG REALTY I, LLC

This **TAX INCREMENT FINANCING AGREEMENT** (the "**TIF Agreement**" or the "**Agreement**") is made by and between the City of Marlborough (the "**City**"), IPG Photonics Corporation ("IPG" or the "**Company**") and IPG Realty I, LLC (the "**Owner**").

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

**WHEREAS**, IPG is a for-profit corporation organized under the laws of Delaware, has its principal U.S. headquarters located at 50 Old Webster Road, Oxford, MA 01540, and is authorized to do business in Massachusetts; and

**WHEREAS**, the Owner is the owner on record of both a parcel of land located at 257 Cedar Hill Street, Marlborough, Massachusetts 01752, as further depicted on Marlborough City Assessor's Map 115, Parcel 1B, as well as a parcel of land located at 259 Cedar Hill Street, Marlborough, Massachusetts, as further depicted on Marlborough City Assessor's Map 115, Parcel 1 (collectively, the "**Property**"); and

**WHEREAS**, the Company intends to invest approximately \$13.5 million collectively at the two separate buildings located on 257 and 259 Cedar Hill Street (the "**Facilities**") for redevelopment by creating a state-of-the-art advanced manufacturing and research and development center as outlined in the July 10, 2014 letter to the Marlborough Economic Development Corporation; and

**WHEREAS**, the Company intends to substantially renovate the current approximate 55,983 square feet of space at 257 Cedar Hill Street, and the current approximate 55,983 square feet of space at 259 Cedar Hill Street, with capital expenditures to create the advanced manufacturing operations, together with parking facilities located thereon (hereinafter, the site is defined as the "**Project Area**"); and

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

**WHEREAS**, the Project Area is located within the 257 and 259 Cedar Hill Street Economic Opportunity Area (EOA) (as that term is used in Massachusetts General Law, Chapter 23A, Section 3E, and referred to below as the "**EOA**"); and

**WHEREAS**, the Company expects to have based out of the Facilities approximately 24 permanent, full-time jobs presently located in Marlborough, Massachusetts, and beginning on the effective date of this agreement, to create and, over the term of the TIF Agreement, to maintain at the Project Area 100 new, permanent, full-time jobs open to qualified residents of Marlborough and the ETA; and

**WHEREAS**, the renovations to the Project Area are estimated to result in an estimated capital investment by the Company of \$13.5 million for renovation and personal property costs (the "**Project**"); and



**WHEREAS**, the parties to the Agreement are desirous of entering into a TIF Agreement which shall be in accordance with the Massachusetts Economic Development Incentive Program (EDIP) and Chapter 23A of the Massachusetts General Laws; and

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

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

**WHEREAS**, by a letter dated July 17, 2014, the Mayor recommended the TIF Plan and the TIF Agreement to the Marlborough City Council;

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

**A. THE CITY'S OBLIGATIONS.**

1. The City Council approved the provisions of this TIF Agreement on \_\_\_\_\_, 2014 pursuant to the Resolution attached hereto as Attachment A. The City Council hereby authorizes the Mayor to execute this TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and the Owner with this TIF Agreement's terms. The Mayor is authorized to act for and on behalf of the City in proceedings relating to the approval of this Agreement by the Massachusetts Economic Assistance Coordinating Council (the "EACC").
2. A Tax Increment Financing exemption (the "Exemption") for the Project Area is hereby granted to the Company by the City in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5, Cl. Fifty-first, of the Massachusetts General Laws. The Exemption shall be for a period of five (5) years (the "Exemption Term"), commencing on July 1, 2016 (the beginning of fiscal year 2017) and ending on June 30, 2021 (the end of fiscal year 2021). The Exemption shall pertain to real property taxes for the Project Area, according to the following schedule:

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

<b>REAL PROPERTY EXEMPTION</b>	
<b>Fiscal Year</b>	<b>Exemption Percentage</b>
2017	100%
2018	50%
2019	30%
2020	20%
2021	10%

3. The base valuation for the Project Area shall be the assessed valuation of the Project Area in the base year. The base year is the most recent fiscal year immediately preceding the fiscal year in which the property becomes eligible for the TIF exemption. The exemption will commence on July 1, 2016, which is the beginning of fiscal year 2017, although, as provided in 760 C.M.R. 22.05(4)(d), see 402 C.M.R. 2.22, the Project will become eligible for the exemption on July 1, 2015 (fiscal year 2016), which is the July 1st following September 24, 2014, the date on which the EACC is anticipated to approve the TIF Plan. Accordingly, the base year for this TIF Agreement will be fiscal year 2015. Consequently, the base valuation for the real property pertinent to the Project Area will be determined as of January 1, 2014.
4. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws and in 760 C.M.R. 22.05(4)(b), see 402 C.M.R. 2.22. This adjusted base valuation will remain fully taxable (i.e., the Tax Increment Financing Exemption shall not apply to or be calculated with respect to the adjusted base valuation and no portion of the adjusted base valuation shall be eligible for exemption from Chapter 59 property taxation) throughout the term of this TIF Agreement. Only the increased value or "increment" created by improvements will be the amount eligible for exemption from taxation.

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

1. The City is granting the Tax Increment Financing Exemption for the Project Area in consideration of the following commitments:
  - (a) In anticipation of the receipt of the TIF benefits described in this Agreement, the Company agrees that it will operate a state-of-the-art advanced manufacturing and research and development center at the Project Area;
  - (b) As part of proposed improvements in the Project Area, the Company agrees that it will make capital improvements which is currently estimated to be approximately \$13.5 million in renovation and personal property costs, and that it will timely pay all municipal permit fees required in connection with such improvement and investment;
  - (c) The Company and the Owner agree to timely pay all of the taxes owed to the City by the Company and the Owner, respectively, over the term of this TIF Agreement; and
  - (d) The Company agrees to relocate to the Facilities 24 permanent full-time jobs existing as of May 23, 2014 and presently located throughout Massachusetts; and following May 23, 2014, to hire and, over the term of the Agreement, to create a minimum of 100 new permanent full-time employees (as "permanent full-time employee" is defined in 402 C.M.R. 2.03), to be employed at the Facilities as of the beginning of Fiscal Year 2017 (i.e., July 1, 2016) and whose employment by the Company commences on or after May 23, 2014 ("New Permanent Full-Time Employees"). The following schedule details the Company's schedule of job creation:

SCHEDULE OF JOB CREATION	
End of Fiscal Year(s)	Minimum Cumulative New Permanent Full-Time Employee Requirement
June 30, 2017	50
June 30, 2018	50
June 30, 2019	0
June 30, 2020	0
June 30, 2021	0

The Company shall work in good faith in accordance with Section B.1(e) below and shall retain a base employment figure of 24 permanent full-time jobs and create net new 100 full-time jobs over the period starting on May 23, 2014, and maintain said employment job creation, in accordance with the Schedule of Job Creation referenced above, during the life of the Agreement.

- (e) Such New Permanent Full-Time Employees shall be exclusive of the Company's 24 permanent, full-time jobs located throughout Massachusetts as of May 23, 2014 and to be relocated to the Facilities. In meeting its cumulative New Permanent Full-Time Employee commitment above, and consistent with all federal, state and local laws and regulations, the Company shall use commercially reasonable efforts to make available application opportunities for the New Permanent Full-Time Employee positions to qualified residents of Marlborough and then the regional ETA. Determination of whether any individual is qualified for any specific job or position shall be in the Company's sole discretion, and nothing herein shall be deemed to create any obligation of the Company to hire any of said residents. The Company will meet its obligation to make such application opportunities available to such residents if, in conjunction with the Mayor's office and the Marlborough Economic Development Corporation, the Company conducts a job fair in Marlborough for staffing its Project Area.
2. The Company shall submit annual written reports on job creation and maintenance at, job relocation to, and new investments at, the Project Area to the City of Marlborough Board of Assessors and Mayor and to the EACC by the end of January of each calendar year with respect to the immediately preceding fiscal year during which this TIF Agreement is in effect. Reports shall be submitted for fiscal year 2017 and for every fiscal year thereafter falling within the term of this TIF Agreement; thus, the report for fiscal year 2017, ending on June 30, 2017, shall be submitted by the end of December 2017. In addition to information that may be required by the EACC pursuant to 402 C.M.R. 2.14, the annual report shall be comprised of the following information:
- (a) Employment levels at the Facilities at the beginning and end of the reporting period, with a designation of the number of employees that are net new employees as of the effective date of this Agreement and the number of employees that were employed by the Company in Massachusetts prior to the effective date of this Agreement;
  - (b) The specific number of ETA and Marlborough residents respectively employed at the Facilities at the beginning and at the end of the reporting period;

- (c) An accounting of the commercially reasonable efforts made by the Company to make New Permanent Full-Time Employee positions available to qualified residents of Marlborough 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 the Company as part of the Project, including but not limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project (collectively, "Engage Local Businesses");
- (e) The Company's financial contribution to the City (including property taxes, motor vehicle excise taxes, and water and sewer fees) for the fiscal year; and
- (f) A description of any private investment, including but not limited to donations and/or perpetual maintenance of land for recreational purposes, made by the Company for the benefit of the community during the reporting period.

During the term of this TIF Agreement, the Company shall provide the City with any and all information related to the Project Area, including the Company's improvements to the Project Area, which the parties mutually agree should be provided.

3. The Tax Increment Financing Exemption percentage applicable to the tax exemption schedule above will automatically be adjusted downward in any particular fiscal year that the Company does not meet, or fails to maintain, its minimum cumulative New Permanent Full-Time Employee requirements described in the Schedule of Job Creation above. Under this Paragraph 3, the exemption percentage applicable to the exemption schedule above will be adjusted for the fiscal year beginning after the job requirement date, utilizing the following formula:

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

For example, if the actual cumulative New Permanent Full-Time Employee level at the end of FY 2017 is 25 instead of 50, then the real property tax exemption percentage otherwise applicable for FY 2018 would actually be  $(25/50) \times 50\%$ , or 25%.

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

4. The Company will be in default of its respective obligations under this TIF Agreement if the City determines that the Company fails to meet or comply with any of the requirements specified in Paragraphs 1 or 2 of this Section B above or Paragraphs 5, 6 or 7 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 TIF Agreement, including but not limited to a request that EACC revoke its certification of the Project for eligibility for a Tax Increment Financing Exemption; any such request would be in addition to the automatic downward adjustment of the exemption schedules, as described in Section B.3 above. Upon any such decertification, the City shall have the right, upon written notice to the Company, to terminate the Tax Incremental Financing Exemption benefits described in Paragraph 2 of Section A, commencing as of the fiscal year in which the City has determined the Company to be in default or, if such benefits have already been received by the Company, for the fiscal year in which the City has determined the Company to be in default, commencing as of the fiscal year immediately following that fiscal year. Any notice required hereunder shall be sent, certified mail, return receipt requested, or delivered in hand, to the Company at the Project Area's address and simultaneously to IPG Photonics Corporation, Attn: Paolo Sinni, Vice President, Treasurer and Controller and with a copy to IPG General Counsel. Said notice shall be effective upon receipt.

5. As per the Company's letter to the Marlborough Economic Development Corporation dated July 10, 2014 and attached hereto as Attachment B, the Company has committed to operate a state-of-the-art advanced manufacturing and research and development center, and not a warehouse, at the Project Area. If, by the intended start of this TIF Agreement on July 1, 2016 or at any time prior to the expiration of this TIF Agreement, the Company operates a warehouse, or otherwise fails to operate a state-of-the-art advanced manufacturing and research and development center, at the Project Area, the Agreement shall thereupon be deemed null and void, with no Exemption for the Project Area granted to the Company by the City whatsoever.
6. If, at any time prior to the expiration of the term on this Agreement, the Company moves from, vacates, abandons, or otherwise fails to maintain operations as a state-of-the-art advanced manufacturing and research and development center at the Project Area especially as described to the city in the letter attached hereto as Attachment B, 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 as a state-of-the-art advanced manufacturing and research and development center 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 as a State-of-the-Art Advanced Manufacturing and Research and Development Center at the Project Area	Percentage of Tax Savings from Prior Fiscal Year to be Paid Back to City
2017	90%
2018	80%
2019	70%
2020	60%
2021	50%

Such pay-back amounts shall be paid back by the Company in full within thirty (30) days of a written demand by the City. If payment is not timely made, interest shall accrue at the rate of one percent (1%) per month until such time as full repayment has been made.

The City shall be given sixty (60) days' written notice prior to any Company announcement to the general public (specifically excluding any communications the Company's employees) of a proposed move from, vacation of, abandonment of, or other termination of operations as a state-of-the-art advanced manufacturing and research and development center at, the Project Area during the term of this Agreement, unless such notice would be in violation of any law, regulation or contractual obligation of the Company. Said notice shall identify the prospective new tenant, if any; may include information about such prospective new tenant which is not otherwise subject to a confidentiality agreement; and shall be given to: Mayor's Office and to the Board of Assessor's Office, City Hall, 140 Main Street, Marlborough, MA 01752. Said notice will be the confidential information of the Company and the City shall not, except as required by law, disclose any information provided by the Company regarding any proposed disposition of the Project Area or any portion thereof by the Company.

7. The Company shall use reasonable efforts to Engage Local Businesses to participate in requests for quotations for goods and services to be purchased by the Company as part of the Project, including but not limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project. So long as the Company contacts the Marlborough Economic Development Corporation at the later of: (i) the beginning of the Project, or (ii) within a reasonable amount of time after the Agreement has been executed by all parties, with a description of the qualifications of the local businesses, vendors and suppliers from whom, at that time, the Company is seeking requests for quotations, the Company shall be deemed to have made reasonable efforts to Engage Local Businesses under this Section 7. However, the extent to which the Company shall hire or purchase from local businesses, vendors and suppliers under this Section 7 shall be in Company's sole discretion, and nothing herein shall be deemed to require the Company to hire or purchase from local businesses, vendors and suppliers.

#### **C. OTHER CONSIDERATIONS.**

1. Pursuant to 760 C.M.R. 22.05(8)(d), *see* 402 C.M.R. 2.22, this Agreement shall be binding upon the Company and its successors and assigns, and upon the Owner and its successors and assigns, so long as the Project's certification has not been revoked by EACC.
2. This Agreement is subject to M.G.L. Chapter 23A, Sections 3A-3F inclusive; M.G.L. Chapter 40, Section 59; and M.G.L. Chapter 59, Section 5, Cl. Fifty-first.
3. The Owner shall pass along to the Company all real property tax savings resulting from this Agreement.
4. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
5. The effective date of this Agreement shall be September 24, 2014, the (presumptive) date of the Economic Assistance Coordinating Council's approval of the TIF Plan and Zone and TIF Agreement.

6. All notices, reports or other communications required or permitted under this TIF Agreement must be in writing signed by a duly authorized representative of the City or the Company 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: IPG Photonics Corporation  
Attention: Paolo Sinni, Vice President, Treasurer and Controller  
50 Old Webster Road  
Oxford, MA 01540

cc: Angelo LoPresti, General Counsel, Secretary and Senior Vice President  
IPG Photonics Corporation

OWNER: IPG Realty I, LLC  
Attention: IPG Photonics Corporation  
50 Old Webster Road  
Oxford, MA 01540

cc: Angelo LoPresti, General Counsel, Secretary and Senior Vice President  
IPG Photonics Corporation

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

AGREED TO:

**IPG Photonics Corporation**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2014

Paolo Sinni  
Vice President, Treasurer and Controller  
IPG Photonics Corporation

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of IPG Photonics Corporation, 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: \_\_\_\_\_

**IPG Realty I, LLC**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2014

Its Manager  
IPG Photonics Corporation  
Paolo Sinni  
Vice President, Treasurer and Controller  
IPG Photonics Corporation

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of IPG Realty I, LLC, and



proved to me through satisfactory evidence of identification, which was \_\_\_\_\_,  
that he is the person whose name is signed on the preceding or attached document.

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

**CITY OF MARLBOROUGH**

By: \_\_\_\_\_  
Arthur G. Vigeant  
Mayor  
City of Marlborough

Dated: \_\_\_\_\_, 2014

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On \_\_\_\_\_, 2014, 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 VOTE**

I, \_\_\_\_\_, \_\_\_\_\_ of IPG Photonics Corporation (the "Corporation"), hereby certify that, at a meeting of the Board of Directors of the Corporation duly held on \_\_\_\_\_, 2014, which date is earlier than the effective date of the Tax Increment Financing Agreement between the City of Marlborough, IPG Photonics Corporation and IPG Realty I, LLC, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"Voted: That \_\_\_\_\_ be and hereby is authorized, directed and empowered for, in the name of and on behalf of the Corporation, to sign, seal, execute, acknowledge and deliver the Tax Increment Financing Agreement between the City of Marlborough, IPG Photonics Corporation and IPG Realty I, LLC by said \_\_\_\_\_ to be valid and binding upon the Corporation for all purposes; and that a certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the Mayor for the City of Marlborough; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested to by the Clerk of the Corporation is delivered to the Mayor for the City of Marlborough."

I further certify that \_\_\_\_\_ is the duly-elected \_\_\_\_\_ of the Corporation.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_, 2014

[name]  
[title]  
IPG Photonic Corporation

Place of Business: 50 Old Webster Road  
Oxford, MA 01540

AFFIX SEAL

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the said Agreement for the Corporation, this Certificate must be counter-signed by another officer of the Corporation.

Countersignature:

**EXHIBIT 3 TO RESOLUTION**

**(TIF Agreement)**

257 and 259 Cedar Hill Street

**TAX INCREMENT FINANCING AGREEMENT BETWEEN  
THE CITY OF MARLBOROUGH, IPG PHOTONICS CORPORATION AND IPG REALTY I, LLC**

This **TAX INCREMENT FINANCING AGREEMENT** (the "**TIF Agreement**" or the "**Agreement**") is made by and between the City of Marlborough (the "**City**"), IPG Photonics Corporation ("IPG" or the "**Company**") and IPG Realty I, LLC (the "**Owner**").

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

**WHEREAS**, IPG is a for-profit corporation organized under the laws of Delaware, has its principal U.S. headquarters located at 50 Old Webster Road, Oxford, MA 01540, and is authorized to do business in Massachusetts; and

**WHEREAS**, the Owner is the owner on record of both a parcel of land located at 257 Cedar Hill Street, Marlborough, Massachusetts 01752, as further depicted on Marlborough City Assessor's Map 115, Parcel 1B, as well as a parcel of land located at 259 Cedar Hill Street, Marlborough, Massachusetts, as further depicted on Marlborough City Assessor's Map 115, Parcel 1 (collectively, the "**Property**"); and

**WHEREAS**, the Company intends to invest approximately \$13.5 million collectively at the two separate buildings located on 257 and 259 Cedar Hill Street (the "**Facilities**") for redevelopment by creating a state-of-the-art advanced manufacturing and research and development center as outlined in the July 10, 2014 letter to the Marlborough Economic Development Corporation; and

**WHEREAS**, the Company intends to substantially renovate the current approximate 55,983 square feet of space at 257 Cedar Hill Street, and the current approximate 55,983 square feet of space at 259 Cedar Hill Street, with capital expenditures to create the advanced manufacturing operations, together with parking facilities located thereon (hereinafter, the site is defined as the "**Project Area**"); and

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

**WHEREAS**, the Project Area is located within the 257 and 259 Cedar Hill Street Economic Opportunity Area (EOA) (as that term is used in Massachusetts General Law, Chapter 23A, Section 3E, and referred to below as the "**EOA**"); and

**WHEREAS**, the Company expects to have based out of the Facilities approximately 24 permanent, full-time jobs presently located in Marlborough, Massachusetts, and beginning on the effective date of this agreement, to create and, over the term of the TIF Agreement, to maintain at the Project Area 100 new, permanent, full-time jobs open to qualified residents of Marlborough and the ETA; and

**WHEREAS**, the renovations to the Project Area are estimated to result in an estimated capital investment by the Company of \$13.5 million for renovation and personal property costs (the "**Project**"); and

**WHEREAS**, the parties to the Agreement are desirous of entering into a TIF Agreement which shall be in accordance with the Massachusetts Economic Development Incentive Program (EDIP) and Chapter 23A of the Massachusetts General Laws; and

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

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

**WHEREAS**, by a letter dated July 17, 2014, the Mayor recommended the TIF Plan and the TIF Agreement to the Marlborough City Council;

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

**A. THE CITY'S OBLIGATIONS.**

1. The City Council approved the provisions of this TIF Agreement on \_\_\_\_\_, 2014 pursuant to the Resolution attached hereto as Attachment A. The City Council hereby authorizes the Mayor to execute this TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and the Owner with this TIF Agreement's terms. The Mayor is authorized to act for and on behalf of the City in proceedings relating to the approval of this Agreement by the Massachusetts Economic Assistance Coordinating Council (the "EACC").
2. A Tax Increment Financing exemption (the "Exemption") for the Project Area is hereby granted to the Company by the City in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5, Cl. Fifty-first, of the Massachusetts General Laws. The Exemption shall be for a period of five (5) years (the "Exemption Term"), commencing on July 1, 2016 (the beginning of fiscal year 2017) and ending on June 30, 2021 (the end of fiscal year 2021). The Exemption shall pertain to real property taxes for the Project Area, according to the following schedule:

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

<b>REAL PROPERTY EXEMPTION</b>	
<b>Fiscal Year</b>	<b>Exemption Percentage</b>
2017	100%
2018	50%
2019	30%
2020	20%
2021	10%

3. The base valuation for the Project Area shall be the assessed valuation of the Project Area in the base year. The base year is the most recent fiscal year immediately preceding the fiscal year in which the property becomes eligible for the TIF exemption. The exemption will commence on July 1, 2016, which is the beginning of fiscal year 2017, although, as provided in 760 C.M.R. 22.05(4)(d), see 402 C.M.R. 2.22, the Project will become eligible for the exemption on July 1, 2015 (fiscal year 2016), which is the July 1st following September 24, 2014, the date on which the EACC is anticipated to approve the TIF Plan. Accordingly, the base year for this TIF Agreement will be fiscal year 2015. Consequently, the base valuation for the real property pertinent to the Project Area will be determined as of January 1, 2014.
4. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws and in 760 C.M.R. 22.05(4)(b), see 402 C.M.R. 2.22. This adjusted base valuation will remain fully taxable (i.e., the Tax Increment Financing Exemption shall not apply to or be calculated with respect to the adjusted base valuation and no portion of the adjusted base valuation shall be eligible for exemption from Chapter 59 property taxation) throughout the term of this TIF Agreement. Only the increased value or "increment" created by improvements will be the amount eligible for exemption from taxation.

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

1. The City is granting the Tax Increment Financing Exemption for the Project Area in consideration of the following commitments:
  - (a) In anticipation of the receipt of the TIF benefits described in this Agreement, the Company agrees that it will operate a state-of-the-art advanced manufacturing and research and development center at the Project Area;
  - (b) As part of proposed improvements in the Project Area, the Company agrees that it will make capital improvements which is currently estimated to be approximately \$13.5 million in renovation and personal property costs, and that it will timely pay all municipal permit fees required in connection with such improvement and investment;
  - (c) The Company and the Owner agree to timely pay all of the taxes owed to the City by the Company and the Owner, respectively, over the term of this TIF Agreement; and
  - (d) The Company agrees to relocate to the Facilities 24 permanent full-time jobs existing as of May 23, 2014 and presently located throughout Massachusetts; and following May 23, 2014, to hire and, over the term of the Agreement, to create a minimum of 100 new permanent full-time employees (as "permanent full-time employee" is defined in 402 C.M.R. 2.03), to be employed at the Facilities as of the beginning of Fiscal Year 2017 (i.e., July 1, 2016) and whose employment by the Company commences on or after May 23, 2014 ("New Permanent Full-Time Employees"). The following schedule details the Company's schedule of job creation:

SCHEDULE OF JOB CREATION	
End of Fiscal Year(s)	Minimum Cumulative New Permanent Full-Time Employee Requirement
June 30, 2017	50
June 30, 2018	50
June 30, 2019	0
June 30, 2020	0
June 30, 2021	0

The Company shall work in good faith in accordance with Section B.1(e) below and shall retain a base employment figure of 24 permanent full-time jobs and create net new 100 full-time jobs over the period starting on May 23, 2014, and maintain said employment job creation, in accordance with the Schedule of Job Creation referenced above, during the life of the Agreement.

- (e) Such New Permanent Full-Time Employees shall be exclusive of the Company's 24 permanent, full-time jobs located throughout Massachusetts as of May 23, 2014 and to be relocated to the Facilities. In meeting its cumulative New Permanent Full-Time Employee commitment above, and consistent with all federal, state and local laws and regulations, the Company shall use commercially reasonable efforts to make available application opportunities for the New Permanent Full-Time Employee positions to qualified residents of Marlborough and then the regional ETA. Determination of whether any individual is qualified for any specific job or position shall be in the Company's sole discretion, and nothing herein shall be deemed to create any obligation of the Company to hire any of said residents. The Company will meet its obligation to make such application opportunities available to such residents if, in conjunction with the Mayor's office and the Marlborough Economic Development Corporation, the Company conducts a job fair in Marlborough for staffing its Project Area.
2. The Company shall submit annual written reports on job creation and maintenance at, job relocation to, and new investments at, the Project Area to the City of Marlborough Board of Assessors and Mayor and to the EACC by the end of January of each calendar year with respect to the immediately preceding fiscal year during which this TIF Agreement is in effect. Reports shall be submitted for fiscal year 2017 and for every fiscal year thereafter falling within the term of this TIF Agreement; thus, the report for fiscal year 2017, ending on June 30, 2017, shall be submitted by the end of December 2017. In addition to information that may be required by the EACC pursuant to 402 C.M.R. 2.14, the annual report shall be comprised of the following information:
- (a) Employment levels at the Facilities at the beginning and end of the reporting period, with a designation of the number of employees that are net new employees as of the effective date of this Agreement and the number of employees that were employed by the Company in Massachusetts prior to the effective date of this Agreement;
  - (b) The specific number of ETA and Marlborough residents respectively employed at the Facilities at the beginning and at the end of the reporting period;

- (c) An accounting of the commercially reasonable efforts made by the Company to make New Permanent Full-Time Employee positions available to qualified residents of Marlborough 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 the Company as part of the Project, including but not limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project (collectively, "Engage Local Businesses");
- (e) The Company's financial contribution to the City (including property taxes, motor vehicle excise taxes, and water and sewer fees) for the fiscal year; and
- (f) A description of any private investment, including but not limited to donations and/or perpetual maintenance of land for recreational purposes, made by the Company for the benefit of the community during the reporting period.

During the term of this TIF Agreement, the Company shall provide the City with any and all information related to the Project Area, including the Company's improvements to the Project Area, which the parties mutually agree should be provided.

3. The Tax Increment Financing Exemption percentage applicable to the tax exemption schedule above will automatically be adjusted downward in any particular fiscal year that the Company does not meet, or fails to maintain, its minimum cumulative New Permanent Full-Time Employee requirements described in the Schedule of Job Creation above. Under this Paragraph 3, the exemption percentage applicable to the exemption schedule above will be adjusted for the fiscal year beginning after the job requirement date, utilizing the following formula:

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

For example, if the actual cumulative New Permanent Full-Time Employee level at the end of FY 2017 is 25 instead of 50, then the real property tax exemption percentage otherwise applicable for FY 2018 would actually be (25/50) x 50%, or 25%.

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

4. The Company will be in default of its respective obligations under this TIF Agreement if the City determines that the Company fails to meet or comply with any of the requirements specified in Paragraphs 1 or 2 of this Section B above or Paragraphs 5, 6 or 7 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 TIF Agreement, including but not limited to a request that EACC revoke its certification of the Project for eligibility for a Tax Increment Financing Exemption; any such request would be in addition to the automatic downward adjustment of the exemption schedules, as described in Section B.3 above. Upon any such decertification, the City shall have the right, upon written notice to the Company, to terminate the Tax Incremental Financing Exemption benefits described in Paragraph 2 of Section A, commencing as of the fiscal year in which the City has determined the Company to be in default or, if such benefits have already been received by the Company, for the fiscal year in which the City has determined the Company to be in default, commencing as of the fiscal year immediately following that fiscal year. Any notice required hereunder shall be sent, certified mail, return receipt requested, or delivered in hand, to the Company at the Project Area's address and simultaneously to IPG Photonics Corporation, Attn: Paolo Sinni, Vice President, Treasurer and Controller and with a copy to IPG General Counsel. Said notice shall be effective upon receipt.

5. As per the Company's letter to the Marlborough Economic Development Corporation dated July 10, 2014 and attached hereto as Attachment B, the Company has committed to operate a state-of-the-art advanced manufacturing and research and development center, and not a warehouse, at the Project Area. If, by the intended start of this TIF Agreement on July 1, 2016 or at any time prior to the expiration of this TIF Agreement, the Company operates a warehouse, or otherwise fails to operate a state-of-the-art advanced manufacturing and research and development center, at the Project Area, the Agreement shall thereupon be deemed null and void, with no Exemption for the Project Area granted to the Company by the City whatsoever.
6. If, at any time prior to the expiration of the term on this Agreement, the Company moves from, vacates, abandons, or otherwise fails to maintain operations as a state-of-the-art advanced manufacturing and research and development center at the Project Area especially as described to the city in the letter attached hereto as Attachment B, 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 as a state-of-the-art advanced manufacturing and research and development center 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 as a State-of-the-Art Advanced Manufacturing and Research and Development Center at the Project Area	Percentage of Tax Savings from Prior Fiscal Year to be Paid Back to City
2017	90%
2018	80%
2019	70%
2020	60%
2021	50%

Such pay-back amounts shall be paid back by the Company in full within thirty (30) days of a written demand by the City. If payment is not timely made, interest shall accrue at the rate of one percent (1%) per month until such time as full repayment has been made.

The City shall be given sixty (60) days' written notice prior to any Company announcement to the general public (specifically excluding any communications the Company's employees) of a proposed move from, vacation of, abandonment of, or other termination of operations as a state-of-the-art advanced manufacturing and research and development center at, the Project Area during the term of this Agreement, unless such notice would be in violation of any law, regulation or contractual obligation of the Company. Said notice shall identify the prospective new tenant, if any; may include information about such prospective new tenant which is not otherwise subject to a confidentiality agreement; and shall be given to: Mayor's Office and to the Board of Assessor's Office, City Hall, 140 Main Street, Marlborough, MA 01752. Said notice will be the confidential information of the Company and the City shall not, except as required by law, disclose any information provided by the Company regarding any proposed disposition of the Project Area or any portion thereof by the Company.

7. The Company shall use reasonable efforts to Engage Local Businesses to participate in requests for quotations for goods and services to be purchased by the Company as part of the Project, including but not limited to the improvements to the Project Area, as well as the purchase of new machinery and equipment as part of the Project. So long as the Company contacts the Marlborough Economic Development Corporation at the later of: (i) the beginning of the Project, or (ii) within a reasonable amount of time after the Agreement has been executed by all parties, with a description of the qualifications of the local businesses, vendors and suppliers from whom, at that time, the Company is seeking requests for quotations, the Company shall be deemed to have made reasonable efforts to Engage Local Businesses under this Section 7. However, the extent to which the Company shall hire or purchase from local businesses, vendors and suppliers under this Section 7 shall be in Company's sole discretion, and nothing herein shall be deemed to require the Company to hire or purchase from local businesses, vendors and suppliers.

#### **C. OTHER CONSIDERATIONS.**

1. Pursuant to 760 C.M.R. 22.05(8)(d), *see* 402 C.M.R. 2.22, this Agreement shall be binding upon the Company and its successors and assigns, and upon the Owner and its successors and assigns, so long as the Project's certification has not been revoked by EACC.
2. This Agreement is subject to M.G.L. Chapter 23A, Sections 3A-3F inclusive; M.G.L. Chapter 40, Section 59; and M.G.L. Chapter 59, Section 5, Cl. Fifty-first.
3. The Owner shall pass along to the Company all real property tax savings resulting from this Agreement.
4. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this Agreement.
5. The effective date of this Agreement shall be September 24, 2014, the (presumptive) date of the Economic Assistance Coordinating Council's approval of the TIF Plan and Zone and TIF Agreement.

6. All notices, reports or other communications required or permitted under this TIF Agreement must be in writing signed by a duly authorized representative of the City or the Company 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: IPG Photonics Corporation  
Attention: Paolo Sinni, Vice President, Treasurer and Controller  
50 Old Webster Road  
Oxford, MA 01540

cc: Angelo LoPresti, General Counsel, Secretary and Senior Vice President  
IPG Photonics Corporation

OWNER: IPG Realty I, LLC  
Attention: IPG Photonics Corporation  
50 Old Webster Road  
Oxford, MA 01540

cc: Angelo LoPresti, General Counsel, Secretary and Senior Vice President  
IPG Photonics Corporation

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

AGREED TO:

**IPG Photonics Corporation**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2014

Paolo Sinni  
Vice President, Treasurer and Controller  
IPG Photonics Corporation

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of IPG Photonics Corporation, 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: \_\_\_\_\_

**IPG Realty I, LLC**

By: \_\_\_\_\_

Dated: \_\_\_\_\_, 2014

Its Manager  
IPG Photonics Corporation  
Paolo Sinni  
Vice President, Treasurer and Controller  
IPG Photonics Corporation

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On \_\_\_\_\_, 2014, before me, the undersigned notary public, personally appeared \_\_\_\_\_, as \_\_\_\_\_ of IPG Realty I, LLC, and

proved to me through satisfactory evidence of identification, which was \_\_\_\_\_,  
that he is the person whose name is signed on the preceding or attached document.

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

**CITY OF MARLBOROUGH**

By: \_\_\_\_\_  
Arthur G. Vigeant  
Mayor  
City of Marlborough

Dated: \_\_\_\_\_, 2014

**COMMONWEALTH OF MASSACHUSETTS**

\_\_\_\_\_, ss.

On \_\_\_\_\_, 2014, 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 VOTE**

I, \_\_\_\_\_, \_\_\_\_\_ of IPG Photonics Corporation (the "Corporation"), hereby certify that, at a meeting of the Board of Directors of the Corporation duly held on \_\_\_\_\_, 2014, which date is earlier than the effective date of the Tax Increment Financing Agreement between the City of Marlborough, IPG Photonics Corporation and IPG Realty I, LLC, at which a quorum was present and voting throughout, the following vote was duly passed and is now in full force and effect:

"Voted: That \_\_\_\_\_ be and hereby is authorized, directed and empowered for, in the name of and on behalf of the Corporation, to sign, seal, execute, acknowledge and deliver the Tax Increment Financing Agreement between the City of Marlborough, IPG Photonics Corporation and IPG Realty I, LLC by said \_\_\_\_\_ to be valid and binding upon the Corporation for all purposes; and that a certificate of the Clerk of the Corporation setting forth this vote shall be delivered to the Mayor for the City of Marlborough; and that this vote shall remain in full force and effect unless and until the same has been altered, amended or revoked by a subsequent vote of such directors and a certificate of such later vote attested to by the Clerk of the Corporation is delivered to the Mayor for the City of Marlborough."

I further certify that \_\_\_\_\_ is the duly-elected \_\_\_\_\_ of the Corporation.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_, 2014  
                  [name]  
                  [title]  
                  IPG Photonic Corporation

Place of Business:     50 Old Webster Road  
                                  Oxford, MA 01540

AFFIX SEAL

In the event that the Clerk or Secretary is the same person as the Officer authorized to sign the said Agreement for the Corporation, this Certificate must be counter-signed by another officer of the Corporation.

Countersignature:

**ATTACHMENT A TO TIF AGREEMENT**

**(Council Resolution)**

**RESOLUTION:**

**WHEREAS**, the City Council of the City of Marlborough strongly supports increased economic development to provide additional jobs for qualified residents of the City and the Framingham-Marlborough Regional Economic Target Area ("ETA"), which shall enhance the commercial and industrial activity within the City, and to promote and develop a healthy economy and stronger tax base; and

**WHEREAS**, the City of Marlborough is part of a regional ETA; and

**WHEREAS**, the City Council of the City of Marlborough supports and endorses the economic development goals for the ETA; and

**WHEREAS**, the City Council of the City of Marlborough desires a beneficial economic use creating jobs for local residents, expanding business within the City, and developing a healthy robust economy and stronger tax base for Map 115, Parcels 1B and 1 on the Marlborough Assessor's Map; and

**WHEREAS**; the City Council of the City of Marlborough further supports and endorses the economic development goals contained in the 257 and 259 Cedar Hill Street Economic Opportunity Area application; and

**WHEREAS**, the City Council of the City of Marlborough finds that the 257 and 259 Cedar Hill Street Economic Opportunity Area meets the regulatory criteria defined as a "decadent area"; and

**WHEREAS**, the City Council of the City of Marlborough finds that the 257 and 259 Cedar Hill Street Economic Opportunity Area meets the local criteria and economic development goals set forth in the original Economic Target Area application; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Marlborough that the following activities which are necessary to pursue a Certified Project designation within the 257 and 259 Cedar Hill Street Economic Opportunity Area in the City of Marlborough be authorized:

1. The City Council of the City of Marlborough hereby endorses the 257 and 259 Cedar Hill Street Economic Opportunity Area ("EOA") and authorizes the submission of the 257 and 259 Cedar Hill Street EOA application (attached hereto as Exhibit 1) to the Massachusetts Economic Assistance Coordinating Council, said EOA to be comprised of Map 115, Parcels 1B and 1 on the Marlborough Assessor's Map; and
2. The City Council of the City of Marlborough hereby adopts the tax increment financing plan and authorizes the submission of a tax increment financing plan (attached hereto as Exhibit 2) to the Massachusetts Economic Assistance Coordinating Council; and



3. The City Council of the City of Marlborough agrees to authorize the use of tax increment financing and the submission of the tax increment financing agreement (attached hereto as Exhibit 3) to the Massachusetts Economic Assistance Coordinating Council; and
4. The City Council of the City of Marlborough hereby requests that the Massachusetts Economic Assistance Coordinating Council approve IPG Photonics Corporation's application for an EDIP Certified Project (attached hereto as Exhibit 4); and further, that:
  - a. The project, as proposed, is consistent with and can reasonably be expected to benefit significantly from inclusion in the 257 and 259 Cedar Hill Street EOA;
  - b. The project will not overburden the City of Marlborough's infrastructure and utilities servicing the 257 and 259 Cedar Hill Street EOA;
  - c. The project as described in the proposal will have a reasonable chance of increasing employment opportunities for residents of the Framingham - Marlborough Regional ETA; and
  - d. The City Council approves IPG Photonics Corporation's request that the project be designated by the Massachusetts Economic Assistance Coordinating Council as an EDIP Certified Project for five (5) years.

ADOPTED  
In City Council  
Order No 14-1005907  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:

**ATTACHMENT B TO TIF AGREEMENT**

**(July 10, 2014 IPG Letter)**



July 10, 2014

Timothy Cummings

Executive Director

Marlborough Economic Development Corporation

91 Main Street Suite 204

Marlborough, MA 01752

***RE: IPG Photonics Corporation***

***Proposed Advanced Manufacturing Center - Marlborough, Massachusetts***

Dear Tim:

Thank you for your continued interest to attract the proposed IPG Photonics advanced manufacturing center to Marlborough. We continue to be attracted to the positive business climate the City has to offer.

As previously noted, IPG has outgrown its temporary space in Marlborough and has recently purchased two vacant buildings in the city consisting of an estimated 112,000 square feet of space for warehouse purposes or for the renovation as a state-of-the art advanced manufacturing center.

The Company's preferred option, which necessitates favorable state and local incentives, is the development of the manufacturing center with dedicated space as described below.

Building 1 - 257 Cedar Hill Street

80% - Manufacturing

20% - Office

Building 2 - 259 Cedar Hill Street

100% - Research and Development/Clean Rooms/Labs



Should the Company proceed with the proposed renovation and development of the buildings, the properties would not be utilized as a warehouse.

We look forward to establishing a beneficial partnership with the City of Marlborough. It is essential that favorable state and local tax incentives be secured to ensure that our advanced manufacturing center remains in Massachusetts.

Please do not hesitate to contact me if you need any additional information.

Sincerely,

A handwritten signature in black ink, appearing to read 'Paolo Sinni', written in a cursive style.

Paolo Sinni

Vice President, Treasurer, and Controller

cc:     Marlborough Mayor Arthur Vigeant  
          Marlborough City Council President Pope  
          Marlborough City Councilor Delano  
          Michael Berry, Executive Aide, Marlborough Mayor  
          Lynn Tokarczyk, Business Development Strategies, Inc.

**EXHIBIT 4 TO RESOLUTION**

**(EDIP Application)**



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

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

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

PART I. COMPANY OVERVIEW				
1. COMPANY INFORMATION				
Company Name:	IPG Photonics Corporation (Alternatively, "IPG" or the Company") IPG Realty I, LLC (Alternatively, the "LLC") a disregarded entity			
Project Location Address:	Street Address:	Two separate IPG Project Locations: 257 Cedar Hill Street 259 Cedar Hill Street  (Alternatively, the "Project")		
	City:	Marlborough	MA	Zip Code: 01752
Company Headquarters Location:	City:	Oxford	State:	MA
FEIN (Federal Employer Identification Number):	IPG Photonics Corporation 04-3444218 IPG Realty I, LLC 00-1132421			
DUA # (Dept. of Unemployment Assistance #):	83047220			
Type of Organization:	<b>Type of Organization:</b> IPG is a Corporation The LLC is a Limited Liability Company, a disregarded entity			
Company's Taxable Year End:	December 31st			
NAICS Code:	333513			
Is the applicant classified as a MA Department of Revenue Manufacturer?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>			
Company's outside of Massachusetts sales as a percentage of total sales: (a) currently (b) projected upon completion of proposed project:	(a) <b>Current Outside of MA sales as of 07/14/14 : 99%</b>  (b) <b>Projected Outside of MA sales upon completion of project: 99%</b>  <b>Additional Information</b> (if necessary): The out-of-state sales are expected to be maintained as a result of the proposed project.			

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

**2. COMPANY CONTACT**

Executive Officer/ Company Designee:	Full Name:	Paolo Sinni	Title:	Vice President, Treasurer & Controller		
Contact (if different from above):	Full Name:	Same	Title:			
Contact Address:	Street Address:	50 Old Webster Road				
	City:	Oxford	State:	MA	Zip Code:	01540
Telephone Number:	(508) 373-1122					
Email Address:	<a href="mailto:psinni@ipgphotonics.com">psinni@ipgphotonics.com</a>					

**3. COMPANY DESCRIPTION & HISTORY**

**Please provide a brief description and history of the company.**

IPG Photonics Corporation, headquartered in Oxford, Massachusetts, is one of the world's leading developers and manufacturers of high-performance fiber lasers and amplifiers. Since its founding in 1990, IPG has pioneered the development and commercialization of optical fiber-based lasers for use in a wide range of markets. Fiber lasers have revolutionized the industry by delivering superior performance, reliability and usability at a lower total cost compared with conventional lasers, allowing end users to increase productivity and decrease operating costs. IPG's lasers should continue to displace traditional lasers in many existing applications due to their superior performance and value. In February 2014, the Company unveiled a new portfolio of lasers that showcases its innovative technology and provides customers with better value and expanding applications.

IPG is a global company with manufacturing facilities in the U.S., Germany, Russia and Italy, and regional sales offices in Japan, Korea, India, and the United Kingdom. Since the Company's founding, it has grown into the largest manufacturer in the world in this category, with sales in the U.S., Canada, Asia, and other countries. IPG has shipped more than 40,000 units to over 500 customers worldwide in various sectors, including automotive, aerospace, medical, telecommunications, solar, renewable energy, and the federal government.

IPG is an environmental leader. The Company has developed fiber lasers that are "greener" than conventional lasers and are more electrically efficient than other competing technologies. These practices have allowed IPG's customers to become more energy efficient. The Company has also developed an energy savings calculator, available on their website, to assist its customers in estimating potential energy savings for using fiber lasers as compared with other types of industrial lasers. These innovative developments have positioned IPG to become more competitive in the marketplace.

IPG's revolutionary fiber-based lasers have garnered numerous awards and accolades for the Company. In 2013, IPG was named one of Fortune Magazine's Top 100 Fastest Growing Companies and one of Forbes's Fastest Growing Tech Companies. In addition, IPG received the Business Leader of the Year Award from the Worcester Business Journal in 2014.

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

**PART II. ECONOMIC DEVELOPMENT PROJECT**

**1. PROPOSED BUSINESS EXPANSION PROJECT**

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

As noted above, IPG currently owns and occupies an estimated 420,000 square feet of space in Oxford, Massachusetts, and leases temporary space in Marlborough. Due to customer demands, the Company, acting through IPG Realty I, LLC, has recently purchased two vacant buildings in Marlborough. Each building is an estimated 55,983 square feet, totaling an estimated 111,966 square feet of space. The Company has proposed plans to renovate the buildings for use as a state-of-the art advanced manufacturing, and research and development center, with dedicated space for clean rooms, labs, and manufacturing.

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

Yes  No

If no, please explain:

**2. PROJECT TIMELINE**

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:

(b) Date the applicant expects to begin the project:

(c) Date the applicant expects to complete the project:

(d) Date the applicant expects to open the facility:

05/23/2014

10/1/2014

12/31/2015

03/31/2016

Additional Information (if necessary) on Project Timeline:

**3. INVESTMENT BREAKDOWN**

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

Land: \$0  
Construction: \$7,500,000  
Machinery & Equipment: \$6,000,000  
Other : \_\_\_\_\_ \$0

**Total Projected Investment: \$ 13,500,000**

Additional Information (if necessary) on Investment:

The total Project investment is estimated at \$13.5 million. The investment breakdown is as follows:

257 Cedar Hill Street, project investment is estimated at \$6.5 million for manufacturing operations.

- \$3.5 million renovation investment including improvements for assembly, and office.
- \$3 million personal property investment including equipment for cleaning, compressors, chiller and water treatment equipment, hoods and laminar floor benches.

259 Cedar Hill Street, project investment is estimated at \$7 million for research and development operations.

- \$4 million renovation investment including improvements for R&D, application labs, and cleanrooms,
- \$3 million personal property investment including equipment for robots, laser testing and enclosures, labs, metrology and information technology.



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

**4. MASSACHUSETTS EMPLOYMENT**

(a) Is the applicant new to Massachusetts?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(i) If no, where are the existing Massachusetts facilities?	50 Old Webster Road Oxford, MA 01540  377 Simarano Drive (Temporary leased Space) Marlborough, MA 01752	N/A <input type="checkbox"/>
(ii) If no, what is the applicant's full-time, permanent employment in Massachusetts (total of all MA facilities)?	911 <b>full-time permanent MA employees</b> as of <b>06/30/2014</b>	N/A <input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>  <b>If yes, please explain:</b> The Company leases temporary space in Marlborough. The employees will be transferred to the new facility located at 257 and 259 Cedar Hill Street in Marlborough once renovations are completed.	

**5. PROJECT LOCATION EMPLOYMENT**

**Please indicate the number of:**

(a) Full-Time Permanent Jobs to be Created (net new to facility and Massachusetts):	(b) Full-Time Permanent Employment to be Retained (number of employees currently at the Project Location, if any):	(c) Full-time Permanent Employees to be transferred from other Massachusetts Locations to Project Location (if any):	(d) Total Full-Time Permanent Existing Jobs to be Retained at Project Location (Sum of questions 5b. and 5c.):
100	0	24	24

**Additional Information (if necessary) on Project Location Employment:** The Company currently has 24 employees located at a temporary facility in Marlborough. These employees will be transferred to the new facility in Marlborough. No employees will be transferred from the Oxford location. The new jobs will require candidates with a wide range of talents and skills, such as engineers, scientists, assembly workers, technicians, and information technology specialists.

**(e) What action will the applicant take to recruit employees from among residents of the municipality and/or Economic Target Area?**

IPG plans to recruit qualified job applicants from Marlborough, the ETA region, and the Commonwealth of Massachusetts. IPG plans to advertise open positions online and in local and regional newspapers, including *The MetroWest Daily News*, *The Marlborough Enterprise*, and with professional recruiters. In addition, the Company expects to participate in local job fairs and Massachusetts Division of Career Services programs for its recruitment efforts.

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

**(f) Will the project result in significant spin off economic benefit and support Massachusetts based suppliers and contractors? Please explain.**

Yes. The Company plans to entertain bids from qualified suppliers and contractors for the proposed Project from within the Commonwealth of Massachusetts. If a qualified supplier or contractor is selected, the addition of jobs to other industries is expected. IPG has an extensive track record of using local suppliers and spends an estimated \$15 million annually for a wide array of products and services. The Company engages over 400 Massachusetts companies to provide products, parts and services, including welders, machine and repair shops, tools, metals, plating, electrical supplies, plastics, crating, office supplies, and technology services among others. Should this project proceed, IPG expects to increase its expenditures with Massachusetts vendors to an estimated \$17 million annually.

**6. FACILITY**

<b>(a)</b> Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?	Lease <input type="checkbox"/> Own <input checked="" type="checkbox"/>	
<b>(i)</b> If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?		N/A <input checked="" type="checkbox"/>
<b>(ii)</b> If owning, will the applicants fully occupy the space?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	N/A <input type="checkbox"/>
<b>(iii)</b> If the applicant will not fully occupy the space, does it intend to lease/rent the remaining space? If yes, to whom (if known)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, to whom?	N/A <input checked="" type="checkbox"/>
<b>(b)</b> Is the site of the facility a 43D Preferred Development Site? If yes, name site.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name site:	N/A <input type="checkbox"/>
<b>(c)</b> Does the proposed expansion project involve the renovation and reuse of an abandoned building?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>(i)</b> If yes or unsure, how long has the building been vacant or unused (if known, state date)	30 months Vacant since: December 2011	N/A <input type="checkbox"/>
<b>(ii)</b> If yes, during the period of time that the building has been vacant or unused, what percentage of the building was vacant and unused? If the percentage varied during this time period, provide information for each change in the percent of vacant space and the applicable time period.	100 % vacant  <b>Details:</b> The buildings have been 100% vacant for more than two years.	N/A <input type="checkbox"/>

**7. INCENTIVES & FINANCING**

<b>(a)</b> Please indicate which incentives the applicant is seeking in relation to the	<b>State Investment Tax Credit</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	<b>Local Real Estate Tax Incentive</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>

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

expansion project.	<b>State Abandoned Building Renovation Deduction</b>	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
(b) Is the applicant seeking tax incentives from the Massachusetts Life Science Center? If yes, please explain as this may affect the potential EDIP benefits.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> <b>If, yes please explain:</b>	
(c) Please provide detailed information on any other sources of public or quasi-public funding that has been received or will be sought to contribute towards the financing of the proposed expansion.	The Company does not plan to pursue other sources of public or quasi-public financing programs.	
(d) Has the applicant previously been approved as a "Certified Project" by the Economic Assistance Coordinating Council (EACC)?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
<b>If yes, what is the Project (i) name; (ii) municipality; (iii) approval date?</b>	(i) <b>Project Name:</b> IPG Photonics Corporation (ii) <b>Project Municipality:</b> Oxford (iii) <b>Project Approval Date:</b> 12/21/2011	N/A <input type="checkbox"/>
(e) Please indicate whether the applicant has utilized other sources of public or quasi-public funding in the past. <b>If applicable</b> , please explain specific uses of funding and amount. <b>If other</b> , please give details on the funding source.	<i>Select Funding Source</i> The Company has received a Workforce Training Fund from the MA Executive Office of Labor and Workforce Development in 2007 in the amount of \$33,535 for Lean Manufacturing.	N/A <input type="checkbox"/>
	<i>Select Funding Source</i>	N/A <input checked="" type="checkbox"/>
	<i>Select Funding Source</i>	N/A <input checked="" type="checkbox"/>
	<b>If applicable or other, please explain:</b>	N/A <input checked="" type="checkbox"/>

**PART III. LABOR AFFIRMATION**

**1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS**

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

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

**2. COMPANY DISCLOSURE**

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

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

**IV. AUTHORIZATION & CERTIFICATIONS**

**1. CERTIFICATE OF GOOD STANDING**

<p><b>Provide proof of good tax standing in the Commonwealth of Massachusetts via a <u>Massachusetts Department of Revenue</u> Certificate of Good Standing for <u>each of the businesses</u> intending to take advantage of the state tax incentives.</b></p> <p>*Applications will not advance to the supplemental round until a Certificate of Good Standing is received. The certificate must be dated within 6 months of the anticipated EACC meeting that the project is coming forth for review.</p> <p>To obtain a Certificate of Good Standing visit: <a href="https://wfb.dor.state.ma.us/webfile/Certificate/Public/WebForms/Welcome.aspx">https://wfb.dor.state.ma.us/webfile/Certificate/Public/WebForms/Welcome.aspx</a></p>	<p><b>Attached</b> <input checked="" type="checkbox"/></p> <p><b>Date of DOR Application for Certificate of Good Standing: 7/10/14</b></p> <p><b>Notes:</b> The Company intends to apply for an EDIP ITC. The LLC is a disregarded entity for federal and state tax purposes. The LLC will file under IPG Corporation tax ID number.</p>
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COMMONWEALTH OF MASSACHUSETTS  
ECONOMIC ASSISTANCE COORDINATING COUNCIL  
MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

**2. AUTHORIZATION & CERTIFICATION**

*I, Paolo Sinni, Vice President, Treasurer & Controller, of the applicant businesses applying for "Certified Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales. I understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Project if the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information. I make this certification under the pains and penalties of perjury.*

**Signed:**

---

<b>Name</b>	<b>Date</b>
-------------	-------------

Paolo Sinni	Vice President, Treasurer & Controller
<b>Name</b>	<b>Title</b>

**3. CERTIFICATION AS TO ACCURACY AND PUBLIC RECORDS LAW ACKNOWLEDGEMENT**

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

**Signed:**

---

<b>Name</b>	<b>Title</b>	<b>Date</b>
-------------	--------------	-------------

Paolo Sinni	Vice President, Treasurer & Controller	
<b>Name</b>	<b>Title</b>	

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

**1. COMPLIANCE WITH MASSACHUSETTS OBLIGATIONS**

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

Legal Business Name:	IPG Photonics Corporation and IPG Realty I, LLC (a disregarded entity)				
Doing Business As:	N/A				
Primary Business Address:	Address:	50 Old Webster Road			
	City:	Oxford	State:	Ma	Zip Code: 01540
FEIN (Federal Employer Identification Number):	04-3444218 / 00-1132421				
DUA # (Dept. of Unemployment Assistance #):	83047220				
Type of Organization:	Corporation				
Total Number of MA Employees:	911				
List Address(es) of other Business Locations in MA:	377 Simarano Drive Marlborough, MA 01752 (leased space) 257 Cedar Hill Street Marlborough, MA 01752 259 Cedar Hill Street Marlborough, MA 01752				

**RESOLUTION:**

**WHEREAS**, the City Council of the City of Marlborough strongly supports increased economic development to provide additional jobs for qualified residents of the City and the Framingham-Marlborough Regional Economic Target Area ("ETA"), which shall enhance the commercial and industrial activity within the City, and to promote and develop a healthy economy and stronger tax base; and

**WHEREAS**, the City of Marlborough is part of a regional ETA; and

**WHEREAS**, the City Council of the City of Marlborough supports and endorses the economic development goals for the ETA; and

**WHEREAS**, the City Council of the City of Marlborough desires a beneficial economic use creating jobs for local residents, expanding business within the City, and developing a healthy robust economy and stronger tax base for Map 115, Parcels 1B and 1 on the Marlborough Assessor's Map; and

**WHEREAS**; the City Council of the City of Marlborough further supports and endorses the economic development goals contained in the 257 and 259 Cedar Hill Street Economic Opportunity Area application; and

**WHEREAS**, the City Council of the City of Marlborough finds that the 257 and 259 Cedar Hill Street Economic Opportunity Area meets the regulatory criteria defined as a "decadent area"; and

**WHEREAS**, the City Council of the City of Marlborough finds that the 257 and 259 Cedar Hill Street Economic Opportunity Area meets the local criteria and economic development goals set forth in the original Economic Target Area application; and

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

**NOW THEREFORE, BE IT RESOLVED** by the City Council of the City of Marlborough that the following activities which are necessary to pursue a Certified Project designation within the 257 and 259 Cedar Hill Street Economic Opportunity Area in the City of Marlborough be authorized:

1. The City Council of the City of Marlborough hereby endorses the 257 and 259 Cedar Hill Street Economic Opportunity Area ("EOA") and authorizes the submission of the 257 and 259 Cedar Hill Street EOA application (attached hereto as Exhibit 1) to the Massachusetts Economic Assistance Coordinating Council, said EOA to be comprised of Map 115, Parcels 1B and 1 on the Marlborough Assessor's Map; and
2. The City Council of the City of Marlborough hereby adopts the tax increment financing plan and authorizes the submission of a tax increment financing plan (attached hereto as Exhibit 2) to the Massachusetts Economic Assistance Coordinating Council; and

3. The City Council of the City of Marlborough agrees to authorize the use of tax increment financing and the submission of the tax increment financing agreement (attached hereto as Exhibit 3) to the Massachusetts Economic Assistance Coordinating Council; and
4. The City Council of the City of Marlborough hereby requests that the Massachusetts Economic Assistance Coordinating Council approve IPG Photonics Corporation's application for an EDIP Certified Project (attached hereto as Exhibit 4); and further, that:
  - a. The project, as proposed, is consistent with and can reasonably be expected to benefit significantly from inclusion in the 257 and 259 Cedar Hill Street EOA;
  - b. The project will not overburden the City of Marlborough's infrastructure and utilities servicing the 257 and 259 Cedar Hill Street EOA;
  - c. The project as described in the proposal will have a reasonable chance of increasing employment opportunities for residents of the Framingham - Marlborough Regional ETA; and
  - d. The City Council approves IPG Photonics Corporation's request that the project be designated by the Massachusetts Economic Assistance Coordinating Council as an EDIP Certified Project for five (5) years.

ADOPTED  
In City Council  
Order No 14-1005907  
Adopted

Approved by Mayor  
Arthur G. Vigeant  
Date:

A TRUE COPY  
ATTEST:





**Estimated Real Property Tax Savings IPG - 257 Cedar Hill, Marlborough, MA**

Fiscal Year	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
2014	Base	\$2,647,500			\$28.22	-	\$74,712	-	\$74,712	-
2015	1	\$2,687,213	\$1,000,000	\$3,687,213	\$28.22	\$28,220	\$104,053	100%	\$75,833	\$28,220
2016	2	\$2,727,521	\$1,015,000	\$3,742,521	\$28.22	\$28,643	\$105,614	50%	\$91,292	\$14,322
2017	3	\$2,768,433	\$1,030,225	\$3,798,658	\$28.22	\$29,073	\$107,198	30%	\$98,476	\$8,722
2018	4	\$2,809,960	\$1,045,678	\$3,855,638	\$28.22	\$29,509	\$108,806	20%	\$102,904	\$5,902
2019	5	\$2,852,109	\$1,061,364	\$3,913,473	\$28.22	\$29,952	\$110,438	10%	\$107,443	\$2,995
<b>Totals</b>						\$145,397	\$536,110		\$475,949	\$60,161
								<b>Gross Savings</b>		\$60,161

**Assuming:**

\* Base Assessment \$2,647,500

\*\* Initial improvement value captured by the TIF \$1,000,000

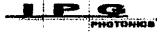
\*\*\* Tax Rate \$28.22

\*\*\* Inflation Factor 1.50%

\* Current base valuation

\*\* Assumes an initial improvement value of approximately \$1M

\*\*\* 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 to account for increases in both tax rate and property valuations.



**Estimated Real Property Tax Savings IPG - 259 Cedar Hill, Marlborough, MA**

Fiscal Year	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
2014	Base	\$3,111,900			\$28.22	-	\$87,818	-	\$87,818	-
2015	1	\$3,158,579	\$1,000,000	\$4,158,579	\$28.22	\$28,220	\$117,355	100%	\$89,135	\$28,220
2016	2	\$3,205,957	\$1,015,000	\$4,220,957	\$28.22	\$28,643	\$119,115	50%	\$104,794	\$14,322
2017	3	\$3,254,047	\$1,030,225	\$4,284,272	\$28.22	\$29,073	\$120,902	30%	\$112,180	\$8,722
2018	4	\$3,302,857	\$1,045,678	\$4,348,536	\$28.22	\$29,509	\$122,716	20%	\$116,814	\$5,902
2019	5	\$3,352,400	\$1,061,364	\$4,413,764	\$28.22	\$29,952	\$124,556	10%	\$121,561	\$2,995
<b>Totals</b>						\$145,397	\$604,645		\$544,484	\$60,161
								<b>Gross Savings</b>		\$60,161

**Assuming:**

* Base Assessment	\$3,111,900
** Initial improvement value captured by the TIF	\$1,000,000
*** Tax Rate	\$28.22
*** Inflation Factor	1.50%

\* Current base valuation

\*\* Assumes an initial improvement value of approximately \$1M

\*\*\* 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 to account for increases in both tax rate and property valuations.



MASSACHUSETTS DEPT. OF REVENUE  
PO BOX 7066  
BOSTON, MA 02204



AMY A. PITTER, COMMISSIONER  
MICHAEL J. LIVIDOTI, DEPUTY COMMISSIONER



IPG PHOTONICS C  
50 OLD WEBSTER RD  
OXFORD MA 01540-2706

243C

Notice 80619  
T/P ID 043 444 218  
Date 07/15/14  
Bureau CERTIFICATE

OP

### CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

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

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

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

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

Very truly yours,

  
Michael J. Lividoti, Deputy Commissioner



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

**DONALD V. RIDER, JR.**  
CITY SOLICITOR

140 MAIN STREET

2014 AUG 21 A 11: 57

MARLBOROUGH, MASSACHUSETTS 01752

**SYNTHIA M. PANAGORE GRIFFIN**  
ASSISTANT CITY SOLICITOR

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

**ELLEN M. STAVROPOULOS**  
PARALEGAL

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

August 20, 2014

Patricia Pope  
President  
Marlborough City Council

RE: Proposed Easement to Massachusetts Electric Company for Senior Center

Dear President Pope and Members:

Enclosed is a copy of a proposed easement from the City to Massachusetts Electric Company to run electricity from New Street to the new Senior Center. The terms of the proposed easement were negotiated with MECo by Public Facilities Director John Ghiloni, who has asked that Legal place this proposed easement before the Council for your consideration and approval.

Accordingly, your vote to grant this easement at your earliest convenience would be appreciated. Mr. Ghiloni can answer any questions you may have.

Thank you for your attention to this matter.

Very truly yours,

Donald V. Rider, Jr.  
City Solicitor

Enclosure

cc: Arthur Vigeant, Mayor  
John Ghiloni, Public Facilities Director

Property Address: 40 New Street, Marlborough, MA (MIDDLESEX SOUTH)

## GRANT OF EASEMENT

CITY OF MARLBOROUGH, a Massachusetts municipality having a mailing address of 255 Main Street, Room 105, Marlborough, Massachusetts 01752 (hereinafter referred to as the Grantor), for consideration of One (\$1.00) dollar, grants to MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with its usual place of business at 40 Sylvan Road, Waltham, Massachusetts 02451 (hereinafter referred to as the Grantee) with quitclaim covenants, the perpetual right and easement to install, construct, reconstruct, repair, replace, add to, maintain and operate for the transmission of high and low voltage electric current and for the transmission of intelligence, lines to consist of, but not limited to, two (2) poles, (which may be erected at different times) with wires and cables strung upon and from the same and all necessary anchors, guys, and appurtenances (hereinafter referred to as the "OVERHEAD SYSTEM") and "UNDERGROUND ELECTRIC DISTRIBUTION SYSTEM" (hereinafter referred to as the "UNDERGROUND SYSTEM") located in Marlborough, Middlesex County, Massachusetts, consisting of lines of buried wires and cables and lines of wires and cables installed in underground conduits, together with all equipment and appurtenances thereto for the transmission of intelligence and for the furnishing of electric service to the herein described premises and others, and without limiting the generality of the foregoing, but specifically including the following equipment, namely: manholes, manhole openings, bollards, handholes, junction boxes, transformers, transformer vaults, padmounts, padmount transformers and all housings, connectors, switches, conduits, cables and wires all located within the easement area of the hereinafter described property.

Said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are located in, through, under, over, across and upon those certain parcels of land situated on the easterly side of New Street, and southerly side of Granger Boulevard, being more particularly shown as City of Marlborough Assessor Map 69, Lot 394. No new boundaries were created by this document..

WR #16434790

Address of Grantees:  
Mass El. - 40 Sylvan Road, Waltham, Massachusetts 02451

After recording return to:  
Elizabeth A. Fresolone  
National Grid  
Service Company, Inc.  
280 Melrose Street  
Providence, RI 02907

05 MARL MA GEN

Said "OVERHEAD SYSTEM" is to originate from existing Pole P. 3, which is located on the southerly side of Monument Avenue, then proceed in an easterly direction from said Pole crossing Monument Avenue and New Street, over, upon and across land of the Grantor to proposed Pole P15 and Pole P15-50, to become established by and upon the final installation thereof by the Grantees.

And further, said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" (locations of the electrical equipment and other facilities on the hereinbefore referred to premises of the Grantor) are approximately shown on a sketch entitled: "Massachusetts Electric Southeast District, Hopedale; Feeder: 311W4; District Engineer: Bruce Kut; Work Location: 40 New Street, Marlboro Ma; DATE: 05/29/14; EASEMENT DRAWING: 16434790," a reduced copy of said sketch is attached hereto as "Exhibit A" and recorded herewith, copies of which are in the possession of the Grantor and Grantee herein, but the final definitive locations of said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" shall become established by and upon the installation and erection thereof by the Grantee.

Also with the further perpetual right and easement from time to time without further payment therefore to pass and repass over, across and upon said land of the Grantor as is reasonable and necessary in order to renew, replace, repair, remove, add to, maintain, operate, patrol and otherwise change said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and each and every part thereof and to make such other excavation or excavations as may be reasonably necessary in the opinion and judgment of the Grantee, its successors and assigns, and to clear and keep cleared the portions and areas of the premises wherein the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" are specifically located, as shown on the sketch herein referred to, of such trees, shrubs, bushes, above ground and below ground structures, objects and surfaces, as may, in the opinion and judgment of the Grantee, interfere with the efficient and safe operation and maintenance of the "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" and other related electrical equipment. However, said Grantee, its successors and assigns, will properly backfill said excavation or excavations and restore the surface of the land to as reasonably good condition as said surface was in immediately prior to the excavation or excavations thereof.

If said herein referred to locations as approximately shown on the sketch herein also referred to are unsuitable for the purposes of the Grantee, its successors and assigns, then said locations may be changed to areas mutually satisfactory to both the Grantor and the Grantee herein; and further, said newly agreed to locations shall be indicated and shown on the sketch above referred to by proper amendment or amendments thereto. The Grantor, for itself, its successors and assigns, covenant and agrees with the Grantee, for itself, its successors and assigns, that this Grant of Easement and the location of the Overhead System and Underground System may not be changed or modified without the written consent of the Grantee, its successors and assigns, which consent may be withheld by the Grantee in its sole discretion.

It is the intention of the Grantor to grant to the Grantee, its successors and assigns, all the rights and easements aforesaid and any and all additional and/or incidental rights needed to install, erect, maintain and operate within the Grantor's land an "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM" for the transmission of intelligence and for the purpose of supplying electric service for the building, buildings or proposed buildings shown on the last herein referred to sketch or amended sketch and the right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

It is agreed that the "OVERHEAD SYSTEM and "UNDERGROUND SYSTEM" shall remain the property of the Grantee, its successors and assigns, and that the Grantee, its successors and assigns, shall pay all taxes assessed thereon. Grantor agrees that the rights and easement herein granted are for the purpose of providing service to Grantor's property and the further right to service others from said "OVERHEAD SYSTEM" and "UNDERGROUND SYSTEM".

For Grantor's title, see Order of Taking dated September 12, 1923, recorded with the Middlesex South District Registry of Deeds in Book 4654, Page 553.

**Executed** as a sealed instrument as of this \_\_\_\_\_ day of \_\_\_\_\_, 2014.

CITY OF MARLBOROUGH

\_\_\_\_\_  
By:  
Its:

\_\_\_\_\_  
By:  
Its:



Commonwealth of Massachusetts

County of \_\_\_\_\_ } ss.

On this the \_\_\_\_\_ day of \_\_\_\_\_, 2014, before me,  
Day Month

\_\_\_\_\_ the undersigned Notary Public,  
Name of Notary Public

personally appeared \_\_\_\_\_,  
Name(s) of Signer(s)

proved to me through satisfactory evidence of identity, which was/were

\_\_\_\_\_  
Description of Evidence of Identity

to be the persons whose names are signed on the preceding Grant of Easement, and  
acknowledged to me that he/she/they signed it voluntarily for its stated purpose(.)

as partner(s) for \_\_\_\_\_  
Name of Partnership

\_\_\_\_\_, a partnership.

as \_\_\_\_\_ for  
Title of Office

\_\_\_\_\_, a corporation.  
Name of Corporation

as attorney in fact for \_\_\_\_\_

\_\_\_\_\_, the principal.  
Name of Principal Signer

as \_\_\_\_\_ for \_\_\_\_\_  
Type of Capacity

\_\_\_\_\_, a/the \_\_\_\_\_  
Name of Person/Entity Type of Entity

\_\_\_\_\_  
Signature of Notary Public

\_\_\_\_\_  
Printed Name of Notary

My Commission Expires \_\_\_\_\_

Place Notary Seal and/or Any Stamp Above



**Massachusetts Electric**  
Southeast District, Hopedale

Feeder: 311W4

Work Location: 40 New Street, Marlboro Ma









DATE: 05/29/14

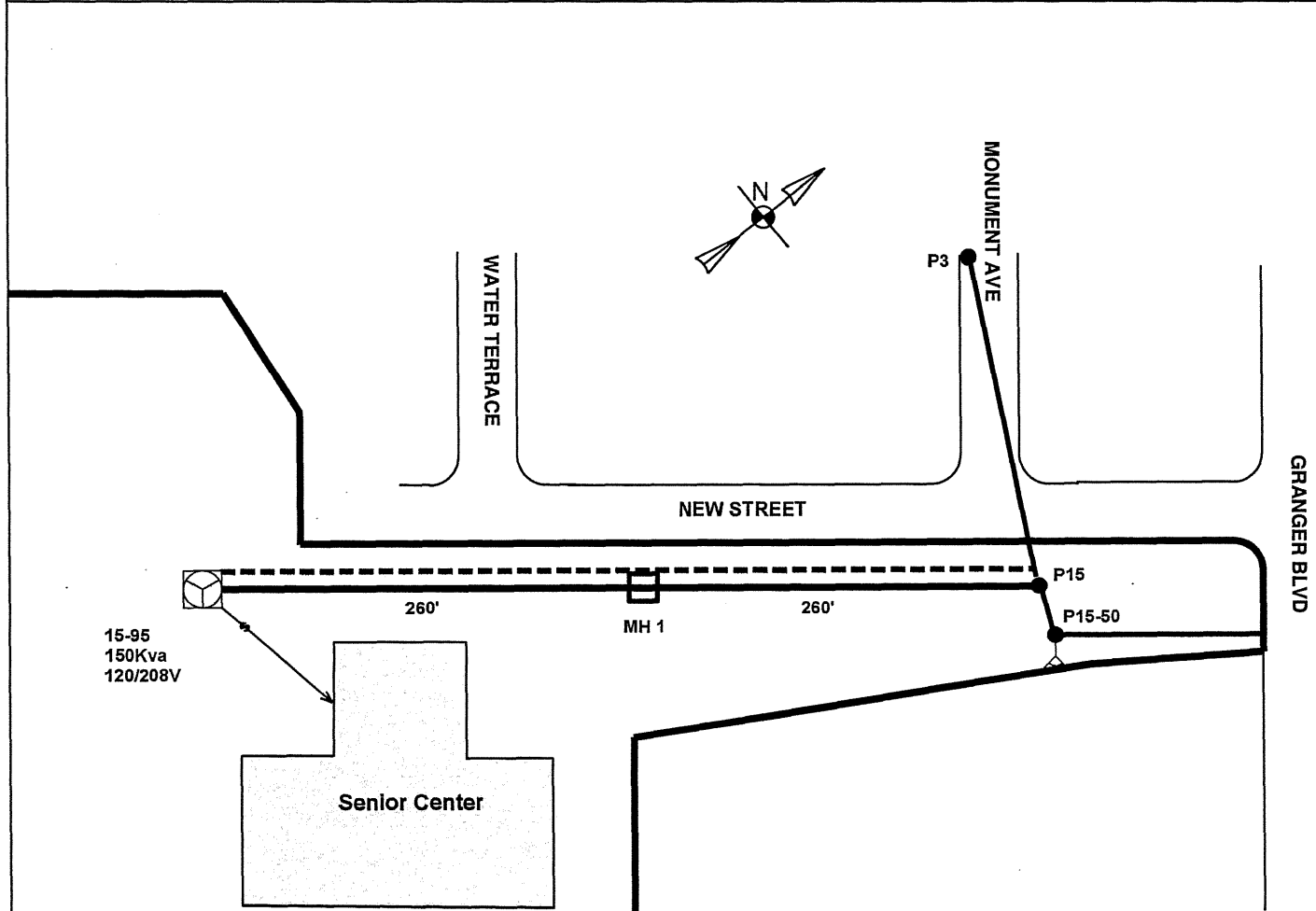
EASEMENT DRAWING :

16434790

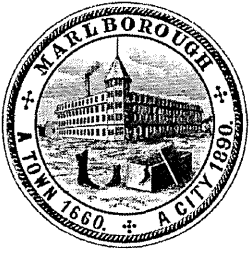
District Engineer: Bruce Kut

**LEGEND**

-  JOINTLY OWNED POLE
-  DOWN GUY
-  3 PH TRANSFORMER PAD
-  MANHOLE
-  CONDUIT
-  OVERHEAD PRIMARY AND SECONDARY CABLE
-  UNDERGROUND PRIMARY CABLE
-  CUSTOMER UNDERGROUND SERVICE WIRE



**EXHIBIT 'A'**  
**NOT TO SCALE**  
The exact location of said Facilities to be established by and upon the installation and erection of the Facilities thereof.



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CITY OF MARLBOROUGH  
**City of Marlborough**  
**Legal Department**

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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CITY SOLICITOR

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ASSISTANT CITY SOLICITOR

**ELLEN M. STAVROPOULOS**  
PARALEGAL

2014 AUG 21 A 11: 58  
August 20, 2014

Patricia Pope  
President  
Marlborough City Council

RE: Proposed Acquisition of Indian Hill and Callahan State Park Access Easement

Dear President Pope and Members:

Enclosed is a copy of signed quitclaim deed to the City of the fee interest in a 20-acre parcel and a ¼-acre parcel in back of the Target store on Boston Post Road East, along with a so-called appurtenant easement providing pedestrian access from the 20-acre parcel to Callahan State Park. For your information, I have likewise enclosed a copy of a title certification report.

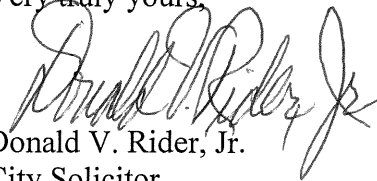
I previously advised the Council of a December 1987 special permit it had granted to Howard A. Fafard, individually and as president and treasurer of Ledgemere Land Corporation, and Ledgemere Condominium Corporation, for the construction of 376 residential condominium units in the vicinity of what we now know today as DiCenzo Boulevard. Condition 24 of that special permit called for the developer to provide the City with a conservation restriction that would preserve in perpetuity all open space in the development, while the developer retained its fee interest in the open space. That open space is Indian Hill, located in the 20-acre parcel. While the conservation restriction was never presented to the City for acceptance, acquisition of the fee interest would represent a marked 'upgrade' in the degree and quality of the City's legal interest in Indian Hill.

Moreover, the appurtenant easement would provide pedestrian access from the 20-acre parcel to Callahan State Park. Such a pedestrian access would satisfy another condition in the 1987 special permit, namely, Condition 9's requirement that the developer provide a connection to the State Park. The pedestrian easement, which had formerly been a 30'-wide easement across the Violet Woods Condominium Trust's property south of Azalea Lane and abutting the Gulbankian property, was reduced in July 2014 to 10' wide, with the developer having relocated several sheds and other objects that had been partially within the reduced-width easement. A copy of the recorded plan showing the reduced 10'-wide pedestrian easement is also enclosed.

Note that the Planning Board and the Conservation Commission have, within their respective jurisdictions, already voted their approvals as to the City's potential acquisition of the fee interest and the pedestrian access easement. We ask that you now consider and approve that acquisition by voting to accept the enclosed quitclaim deed.

Thank you for your attention to this matter.

Very truly yours,



Donald V. Rider, Jr.  
City Solicitor

Enclosures

cc: Arthur Vigeant, Mayor  
Priscilla Ryder, Conservation Officer  
Evan Pilachowski, City Engineer  
Richard A. Colantuoni, Interim Building Inspector  
Paul Beattie, Esquire

**QUITCLAIM DEED**

INDIAN DEVELOPMENT CORP., a corporation duly established under the laws of the Commonwealth of Massachusetts and having its usual place of business at 120 Quarry Drive – 2<sup>nd</sup> Floor, Milford, Worcester County, Massachusetts, for consideration paid, and in full consideration of Nominal Consideration of Less Than One Hundred Dollars (Less Than \$100.00), grants to the City of Marlborough, Massachusetts, a municipal corporation situated in the Commonwealth of Massachusetts, with Quitclaim Covenants, the following described parcels, said parcels to be managed and controlled by and through the Marlborough Conservation Commission for the purposes of promotion and development of natural resources, open space preservation, passive recreation, and conservation, pursuant to the provisions of Massachusetts General Laws Chapter 40, Section 8C:

The two (2) parcels of land in Marlborough, Middlesex County, Massachusetts, located off DiCenzo Boulevard and more fully described on “Exhibit A” attached hereto and incorporated herein by reference.

For Grantor’s title, see Middlesex South District Registry of Deeds Book 20403, Page 600.

IN WITNESS WHEREOF, Indian Development Corp. has caused its corporate seal to be hereto affixed and these presents to be signed, acknowledged and delivered in its name and behalf by Richard E. Terrill, its Controller, hereto duly authorized, this 7<sup>th</sup> day of FEBRUARY, in the year two thousand fourteen.

INDIAN DEVELOPMENT CORP.

By: Richard E. Terrill  
Richard E. Terrill, Controller

For authority, see Book 20522, Page 187 at Middlesex South District Registry of Deeds.

**COMMONWEALTH OF MASSACHUSETTS**

On this, the 7<sup>th</sup> day of FEBRUARY, 2014, before me, LAWRENCE J. DOANE, the undersigned Notary Public, personally appeared Richard E. Terrill, who proved to me through satisfactory evidence of identity, which was a driver’s license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

Lawrence J. Doane  
Notary Public  
My Commission Expires  
LAWRENCE J. DOANE  
Notary Public  
Massachusetts  
Commission Expires Oct 19, 2018

## EXHIBIT A

Those two (2) parcels of land in Marlborough, Middlesex County, Massachusetts, located on DiCenzo Boulevard and further described on the plans below:

Lot 2A: Said Lot 2A contains 893,067+/- square feet of land or 20.50+/- acres, as shown on a plan of land entitled: "Plan of Land in Marlborough, Mass., Property of: Indian Development Corp., Scale 80 Feet to an Inch, Date: February 6, 1995, Guerriere & Halnon, Inc., Engineering & Land Surveying, 333 West Street, Milford, Mass. 01757," recorded with the Middlesex South District Registry of Deeds as Plan 387 of 1995.

Said Lot 2A is conveyed with the right to use, and with the benefit of, an appurtenant approximately 10' wide pedestrian easement reduced from a formerly 30' wide pedestrian easement that had been expressly reserved for the benefit of Indian Development Corp., its successors and assigns, across a Parcel A and a Lot 2, as shown on sheet 1 of a plan entitled: "'Violet Woods Condominium,' Site Plan and Key Sheet, Phase I, Part 1, Building A, Unit 229, 'As-Built,' in Marlborough, Mass, Property of: Indian Development Corp., Scale: 100 Feet to an Inch, Date: February 8, 1995, Guerriere & Halnon, Inc., Engineering & Land Surveying, 333 West Street, Milford, Mass. 01757," recorded with the Middlesex South District Registry of Deeds as Plan 230 of 1995; as provided in Document No. 970156; and as recorded at the MSDRD at Book 25231, Page 338. Said approximately 10' wide pedestrian easement, which released approximately 20' of Indian Development Corp.'s right, title and interest in and to the said 30' wide pedestrian easement, is as provided in a Pedestrian Easement Relocation Agreement by and between Indian Development Corp. and the City of Marlborough dated FEBRUARY 6, 2014, and in a Release granted by Indian Development Corp. to Violet Woods Condominium Trust dated JULY 15, 2014. Said approximately 10' wide pedestrian easement is for walking and pedestrian access purposes to pass and re-pass across said Parcel A and said Lot 2 to and from land of the Commonwealth of Massachusetts now known as "Callahan State Park."

Lot 2A is subject to a 200' wide Slope, Drainage and No-Build Easement Agreement, Area = 4.13 +/- Acres, dated October 21, 2008 and recorded with said Registry of Deeds at Book 51829, Page 554.

Lot 2A is further subject to an 883 +/- sq. ft. utility easement granted to New England Telephone and Telegraph and recorded with said Registry of Deeds at Book 20311, Page 158.

Parcel B: Said Parcel B contains 11,378 +/- square feet of land, as shown on a plan of land entitled: "Plan of Land in Marlborough, MA., Scale: 1" = 40', Date: April 4, 2008, Owner: Indian Development Corp., Guerriere & Halnon, Inc., Engineering & Land Surveying, 333 West Street, Milford, Mass. 01757," recorded with the Middlesex South District Registry of Deeds as Plan 916 of 2008.

Parcel B is subject to a 30.56' wide underground utility easement, containing 2,445 +/- square feet of land, at the rear or southerly portion of said Parcel B, said easement to run with the land and bind Grantee, its successors and assigns for the benefit of Grantor, its successors and assigns.

For Grantor's title, see Book 20403, Page 600 with said Registry of Deeds.

**PAUL J. BEATTIE**  
**ATTORNEY**  
**120 QUARRY DRIVE – 2<sup>ND</sup> FLOOR**  
**MILFORD, MASSACHUSETTS 01757**  
**(508) 881-1600**  
**(508) 478-4041 (FAX)**  
**pbeattie1@fafard.org**

TITLE REPORT

PREMISES: Fee Interest in “Indian Hill,” Marlborough, Massachusetts and Parking Lot (Lot 2A - 20.5+/- Acres, Plan 387 of 1995 and Parcel B – 11,378 +/- sq. ft. of land, Plan 916 of 2008 Middlesex South District Registry of Deeds – the “Plans”).  
Owner: Indian Development Corp.

TITLE: Indian Development Corp. (“Grantor”)  
(a Massachusetts corporation)  
120 Quarry Drive  
Milford, Worcester County, Massachusetts  
Title derived from Book **20403**, Page **600** with the Middlesex South District Registry of Deeds.

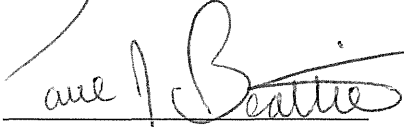
ENCUMBRANCES:

1. Covenant between Howard A. Fafard and the Planning Board of the City of Marlborough dated December 1, 1986, recorded with the Middlesex South District Registry of Deeds in Book 18419, Page 366, amended April 23, 1990 at Book 20653, Page 273 with said Registry of Deeds.
2. Special Permit issued by the City of Marlborough City Council dated February 11, 1998, recorded with the Middlesex South District Registry of Deeds in Book 18882 Page 296.
3. New England Telephone and Telegraph Easement as described in an Instrument dated January 16, 1990 and recorded with the Middlesex South District Registry of deeds in Book 20311, Page 158.
4. 200 foot Wide Slope, Drainage & No Build Easement Agreement, Area = 4.13 +/- Acres, dated October 21, 2008, recorded with the Middlesex South District Registry of Deeds at Book 51829, Page 554.
5. Underground Utility Easement on the 30.56 ft. Wide rear or southerly portion of Parcel B, being approximately 2,445 +/- square feet of land. (Note: This easement will be reserved to Indian Development Corp. in the Deed out to the City of Marlborough).



This Title Certification is issued to the City of Marlborough only and is not assignable to any other party.

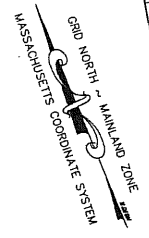
Dated at Milford, Massachusetts this 7<sup>th</sup> day of FEBRUARY, 2014.

  
Paul J. Beattie  
Attorney

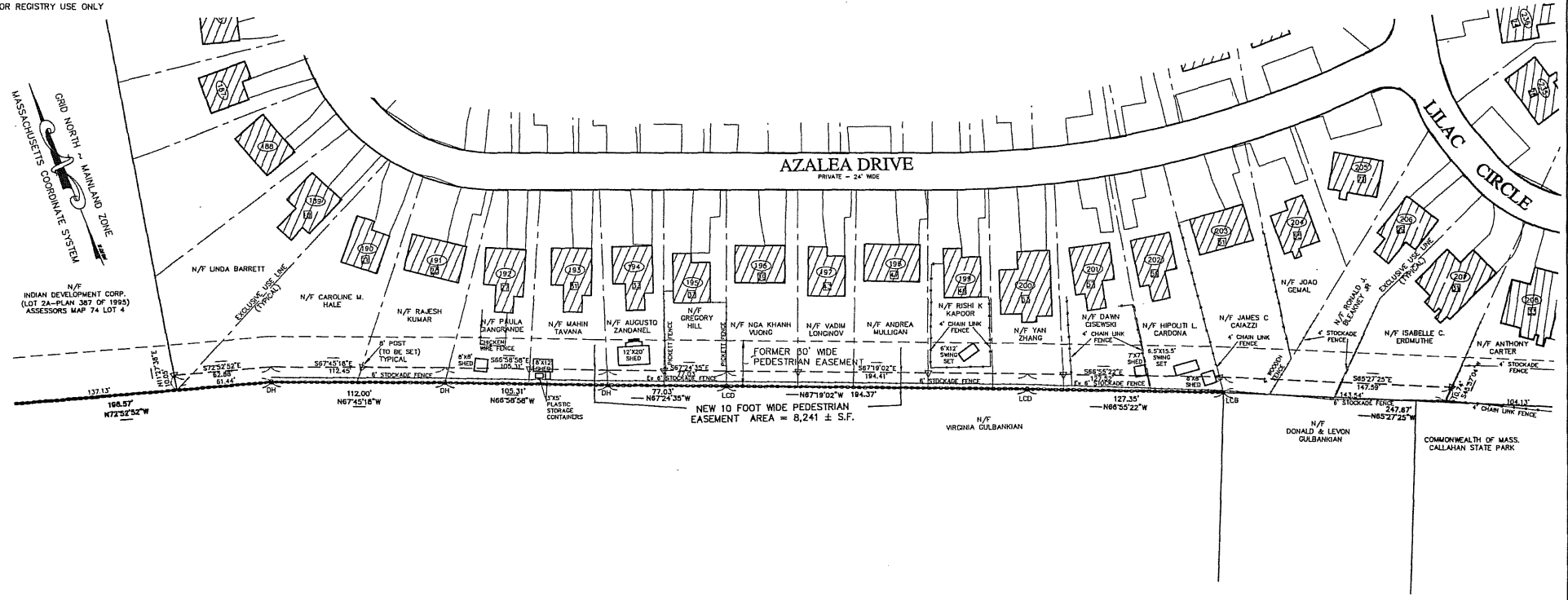
Middlesex Registry of Deeds,  
Southern District  
Cambridge, Massachusetts  
Plan No. 143 of 2014  
Rec'd 2-22-2014  
at 10 A.M.

Attest  
*[Signature]*  
Register

FOR REGISTRY USE ONLY



N/F INDIAN HILL DEVELOPMENT CORP.  
(LOT 2A-PLAN 387 OF 1995)  
ASSESSORS MAP 74 LOT 4



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

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

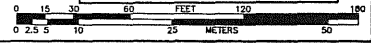
"THIS CERTIFICATION IS INTENDED TO MEET THE REQUIREMENTS OF THE REGISTRY OF DEEDS AND IS NOT A CERTIFICATION TO THE TITLE OR OWNERSHIP OF THE LAND SHOWN HEREON."



*Paul B. Halton*  
P.L.S. DATE FEB 11, 2014

- NOTES
- 1) THIS PLAN REFERS TO THE CITY OF MARLBOROUGH ASSESSORS ATLAS SHEET 74 LOT 2.
  - 2) SEE MASTER DEED IN BOOK 25231 PAGE 340 RECORDED WITH MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS.
  - 3) SEE PLAN RECORDED WITH THE MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS AS PLAN 230 OF 1995.

"INDIAN HILL PARK"  
"EASEMENT"  
PLAN OF LAND  
IN  
MARLBOROUGH, MA  
OWNER  
VIOLET WOODS DEVELOPMENT  
SCALE: 30 FEET TO AN INCH  
DATE: AUGUST 24, 2011  
Guerriere  
Halton, Inc.  
Engineering & Land Surveying  
333 WEST STREET, MILFORD, MASS. 01757  
(508) 473-6630 FAX: (508) 473-8243  
WWW.GUERRIEREHALTON.COM



143 OF 2014



*City of Marlborough*  
**Legal Department**

140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752

TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610  
LEGAL@MARLBOROUGH-MA.GOV

RECEIVED

CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

DONALD V. RIDER, JR.  
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN  
ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS  
PARALEGAL

2014 AUG 21

A 11:41

August 20, 2014

Patricia Pope  
President  
Marlborough City Council

RE: Order No. 14-1005485B/Special Permit Application  
Bank of America, 223 East Main Street

Dear President Pope and Members:

Pursuant to Chapter 200-59(C)(13) of the Marlborough Zoning Ordinance, I provide this letter as to the legal form of the City Council's proposed findings on the special permit application submitted by Bank of America regarding modifications to the existing drive-through ATM and canopy at 223 East Main Street.

Enclosed herewith is a copy of the proposed decision which incorporates, in a new paragraph 5., the conditions discussed by the Urban Affairs Committee regarding improvements to the exit driveway.

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

Very truly yours,

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

Enclosure

# IN CITY COUNCIL

ORDERED:

## DECISION ON A SPECIAL PERMIT

### IN CITY COUNCIL

---

Special Permit  
Bank of America Corporation  
Order No. 14-1005485B

## DECISION ON A SPECIAL PERMIT CITY COUNCIL ORDER NO. 14-1005485B

The City Council of the City of Marlborough hereby GRANTS the application for a Special Permit to 223 East Main Street LLC (the “Applicant Landlord”) and Bank of America Corporation (hereinafter “Applicant Tenant”), for an existing drive-through facility at the existing bank at 223 East Main Street, Marlborough, MA, as provided in this Decision and subject to the following Procedural Findings and Findings of Facts and Conditions.

### FINDINGS OF FACT AND RULING

1. The Applicant Landlord is a duly organized and existing Limited Liability Company with its principle address at P.O. Box 2158 Natick, MA 01760. The Applicant Tenant is a duly organized corporation with a principle place of business at 100 North Tryon Street, Charlotte, NC 28255, which operates locally at 223 East Main Street, Marlborough, MA and has duly filed with the City Clerk of Marlborough to operate at the subject location.
2. The Applicant Landlord owns the premises known and numbered as 223 East Main Street, Marlborough, Massachusetts and further described on Marlborough Assessor’s Maps as Map 58, Lot 94 (hereinafter, the “Site”). As the operator of the existing bank and drive-through located at the Site, the Applicant Tenant proposes to modify the existing drive-through at the Site (hereinafter, the “Project”).
3. Applicant Tenant has filed with City Clerk of the City of Marlborough an application for a Special Permit (hereinafter, the “Application”). Pursuant to Section 650-17 of the Zoning Ordinance of the City of Marlborough, Applicant Tenant is seeking permission for a drive-through, since they are proposing to modify the existing drive-through, and the original construction pre-dated the need to obtain a special permit.
4. The Site is located in the Business zoning district as determined by the Zoning Map of the City of Marlborough.

5. In connection with the Application, Applicant Tenant has submitted a certified list of abutters, filing fees, site plan, proposed elevations, demolition and construction plans titled "Bank of America Drive-up ATM – 223 East Main Street, Existing Site Conditions", prepared for Bank of America by Gensler, One Beacon Street, 3<sup>rd</sup> Floor, Boston, MA 02108 and dated 4/23/2014 (hereinafter, the "Plans").

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

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

8. The Marlborough City Council, pursuant to Massachusetts General Laws, Chapter 40A, held a public hearing on the application on Monday, June 16<sup>th</sup>, 2014.

9. Applicant Tenant, through its architectural consultant, presented testimony at the public hearing detailing the application, describing its impact upon municipal services, the neighborhood, and traffic. No individual in attendance at the public hearing spoke in opposition to the project.

10. The Applicant Tenant intends the proposed drive-through modification to incur no change to the existing site and building beyond the drive-through as indicated on the Plans. The existing vehicle circulation around the building will remain. The drive-through modifications will include lane striping to improve vehicle circulation and safety. Under the proposed conditions, the same number of drive-through lanes will remain.

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

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

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

C. The City Council, pursuant to its authority under Massachusetts General Laws Chapter 40A and the Zoning Ordinance of the City of Marlborough hereby GRANTS Applicant Landlord and Applicant Tenant a Special Permit to modify and operate the drive-through lanes as shown on the Plans filed, SUBJECT TO THE FOLLOWING CONDITIONS, which conditions shall be binding on Applicant Landlord and Applicant Tenant, its successors and/or assigns:

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

2. The issuance of the Special Permit is further subject to detailed Site Plan Review in accordance with the City of Marlborough site plan review ordinance prior to the issuance of the building permit. Any additional changes, alterations, modifications or amendments, as required during the process of Site Plan Review, shall be further conditions attached to the building permit, and no occupancy permit shall be issued until Applicant Tenant has complied with all conditions. Subsequent Site Plan Review shall be consistent with the conditions of this Special Permit and the Plans submitted, reviewed and approved by the City Council as the Special Permit Granting Authority. Any changes to the Plans which alter the traffic patterns or landscaping, or reduce the overall green space of the Project, will require subsequent approval by the City Council.

3. Applicant Tenant, its successors and/or assigns agrees to comply with all municipal, state, and federal rules, regulations, and ordinances as they may apply to the construction, maintenance, and operation of Applicant Landlord's facility.

4. The locations and design of any future signage shall be reviewed and approved by the City of Marlborough in accordance with the sign ordinance of the City of Marlborough without variance therefrom.

5. On both sides of the exit driveway, the Applicant Tenant shall install 24" x 24" signs which prohibit a left turn, said signs to be compliant with the most recent version of the Manual on Uniform Traffic Control Devices. In addition, the Applicant Tenant shall, on the pavement of the exit driveway, paint a large "right turn only" arrow, which arrow shall thereafter be repainted by the Applicant Tenant prior to June 1 of each year and as necessary in the determination of the City.

6. All plans, photo renderings, site evaluations, briefs and other documentation provided by Applicant Tenant as part of the Application, and as amended or revised during the application/hearing process before the City Council and/or the City Council's Urban Affairs Committee, are herein incorporated into and become a part of this Special Permit and become conditions and requirements of the same, unless otherwise altered by the City Council.

7. Notwithstanding condition #1 above, the Site Plan Review Committee may make engineering changes to the Plans, so long as said changes do not change the use of the Project as approved herein, or materially increase the impervious area of the Project, reduce the green area, alter traffic flow or increase the size of the drive-through facility shown on the Plans.

8. The hours of operation for the drive-through will continue to be 24 hours per day, 7 days per week.

9. All trenching shall be in compliance with Massachusetts law and pursuant to permits issued by the Engineering Division of the City's Department of Public Works.

10. During construction, no vehicles shall be staged on public ways.

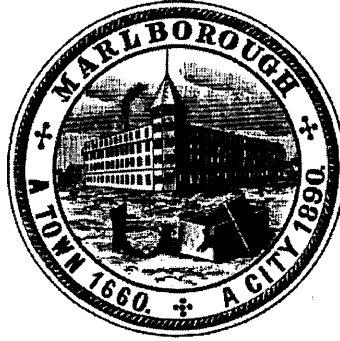
11. In accordance with the provisions of M.G.L. c. 40A, § 11, Applicant Tenant, its successors and/or assigns at its expense shall record this Special Permit in the Middlesex South Registry of Deeds after the City Clerk has certified that the twenty-day period for appealing this Special Permit has elapsed with no appeal having been filed, and before Applicant Tenant, its successors and/or assigns has applied to the Building Inspector for a building permit concerning the Project. Applicant Tenant, its successors and/or assigns shall also furnish proof of recording to the City Solicitor's Office and the City Council immediately subsequent to recording.

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

ADOPTED  
In City Council  
Order No. 14-1005485B  
Adopted: \_\_\_\_\_ 2014

Approved by Mayor  
Arthur Vigeant  
Date: \_\_\_\_\_ 2014

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



RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2014 AUG 19 P 12:15

CITY OF MARLBOROUGH  
OFFICE OF CITY CLERK

That the City Clerk be and is herewith directed to have proper notices issued notifying the VOTERS of the City of Marlborough that the **STATE PRIMARY ELECTION** will be held in the polling locations as noted below on **SEPTEMBER 9, 2014** as follows: Senator in Congress, Governor, Lieutenant Governor, Attorney General, Secretary of State, Treasurer, Auditor, Representative in Congress, Councillor, Senator in General Court, Representative in General Court, District Attorney & Registrar of Probate,

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

POLLING LOCATIONS ARE AS FOLLOWS:

WARD ONE: Prec. 1 and 2	Francis J. Kane School, 520 Farm Rd.
WARD TWO: Prec. 1 and 2	Francis J. Kane School, 520 Farm Rd.
WARD THREE: Prec. 1	Masonic Hall, 8 Newton St. (corner of Main/Newton Sts.), rear
WARD THREE: Prec. 2	Raymond J. Richer School, 80 Foley Rd., Room 103
WARD FOUR: Prec. 1 and 2	Boys & Girls Club, 169 Pleasant St.
WARD FIVE: Prec. 1	Senior Center, 250 Main St.
WARD FIVE: Prec. 2	Masonic Hall, 8 Newton St. (corner of Main/Newton Sts.), rear
WARD SIX: Prec. 1 and 2	1LT Charles W. Whitcomb School, 25 Union St., Library
WARD SEVEN: Prec. 1 and 2	Hildreth School Gymnasium, 85 Sawin St.





**City of Marlborough, Massachusetts**  
RECEIVED  
**CITY CLERK DEPARTMENT**  
CITY OF MARLBOROUGH

2014 AUG 18 P 2:34

**Lisa M. Thomas**  
**City Clerk**

**CITY OF MARLBOROUGH**  
**TAXI AND/OR LIVERY SERVICE LICENSE APPLICATION**

I. TYPE OF LICENSE: \_\_\_\_\_ TAXI \_\_\_\_\_  LIVERY

2. APPLICANT'S (LICENSEE) INFORMATION:

- A. Name: YAN CHUN ZHANG
- B. Address: 30 magnolia Ln
- C. Telephone Number: 978-868-2123
- D. Business Name: Japan car service
- E. Business Address: 197 Boston Post Rd West Marlborough MA
- F. Business Number: 508-281-7161

3. NUMBER OF VEHICLES: 1

APPLICANT'S SIGNATURE Yan Chun Zhang

**CITY OF MARLBOROUGH**  
**TAXI/LIVERY LICENSE**

is hereby granted a Taxi/Livery License as approved by the City Council of the City of Marlborough on . In accordance with the Code of the City of Marlborough, Chapter 568, this License shall expire two (2) years from the date of issue. Application for renewal of said License shall be made to the City Council through the Office of the City Clerk.

EXPIRATION DATE: \_\_\_\_\_

A TRUE COPY

ATTEST:

City Clerk

---

# MIRICK O'CONNELL

ATTORNEYS AT LAW

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2014 AUG 12 A 10:19

**Brian R. Falk**  
Mirick O'Connell  
100 Front Street  
Worcester, MA 01608-1477  
bfalk@mirickoconnell.com  
t 508.929.1678  
f 508.983.6256

August 11, 2014

Lisa M. Thomas, City Clerk  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752

Re: Notice of Representation (City Council Order No. 91-3822A)

Dear Ms. Thomas:

I hereby provide notice pursuant to City Council Order No. 91-3822A that lawyers from Mirick O'Connell will be representing:

- GMP Development Corp. in a land use permitting matter involving the City of Marlborough before the Office of Inspectional Services, the Zoning Board of Appeals, and the Site Plan Review Committee relative to property located at 90 Onamog Street; and
- Fairfield Marlborough Limited Partnership in a land use permitting matter involving the City of Marlborough before the Office of Inspectional Services, the Zoning Board of Appeals, the City Council and the Site Plan Review Committee relative to property located off of Ames Street.
- Boston Scientific Corporation in a matter involving the taxation of certain solar power generation equipment to be located on its property in Marlborough, involving the Board of Assessors, Mayor and City Council.

Very truly yours,



Brian R. Falk

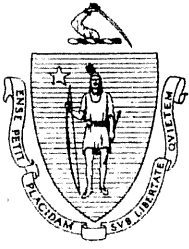
BRF/aer

---

MIRICK, O'CONNELL, DEMALLIE & LOUGEE, LLP

WORCESTER | WESTBOROUGH | BOSTON

[www.mirickoconnell.com](http://www.mirickoconnell.com)



*The Commonwealth of Massachusetts*

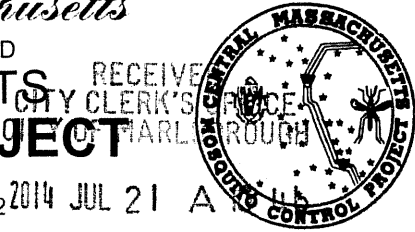
STATE RECLAMATION & MOSQUITO CONTROL BOARD

**CENTRAL MASSACHUSETTS  
MOSQUITO CONTROL PROJECT**

111 Otis Street, Northborough, MA 01532-2114

Telephone (508) 393-3055 • Fax (508) 393-8492

[www.cmmcp.org](http://www.cmmcp.org)



COMMISSION CHAIRMAN  
RICHARD J. DAY

EXECUTIVE DIRECTOR  
TIMOTHY D. DESCHAMPS

July 17, 2014

City of Marlboro  
Health Department  
Marlboro, MA 01752

Central Massachusetts Mosquito Control Project personnel will be in your community to investigate resident's complaints about mosquitoes on the following dates in August:

**August 6, 13, 20, 27**

The above dates are subject to change due to weather conditions, mosquito populations, mosquito virus activity and/or special event spraying. This program will shut down when cool night time temperature becomes predominant in this area. A detailed notice about our spray schedule is posted on the CMMCP phone system after 3:30 p.m. each day, and it is also listed on our website.

Complaints about mosquitoes may be registered by calling the CMMCP office at 508-393-3055 between 7:00 AM - 3:30 PM, Monday through Friday. The results of an investigation may warrant the use of a mosquito insecticide to defined, site-specific areas of the town. Such an application may be accomplished by using hand or truck mounted equipment, depending on the extent of the application.

Per 333CMR13.04: "No intentional application of pesticides shall be made to private property which has been designated for exclusion from such application by a person living on or legally in control of said property." Notices were sent to all City and Town Clerks in February to alert them of the pesticide exclusion process; CMMCP will continue to accept exemptions during the spray season. Residents should contact their Town or City clerk for more information on the exclusion process, or may contact the CMMCP office during business hours or apply for an exclusion through our website.

Please list this information in the local newspapers and on the local cable access station. Additional information on CMMCP may be found on the Internet at: <http://www.cmmcp.org>

Sincerely,

*Timothy D. Deschamps*

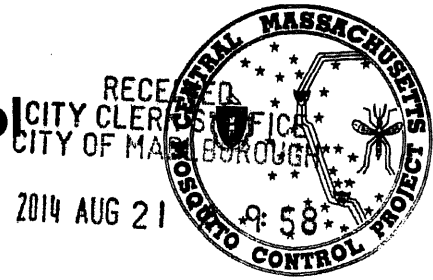
Executive Director

cc: City/Town Clerk  
Police Department



# Central Mass. Mosquito Control Project

[www.cmmcp.org](http://www.cmmcp.org)



DATE: Aug. 20, 2014  
SUBJECT: Mosquito Control Update  
TO: CMMCP member Boards of Health  
FROM: Timothy Deschamps, Executive Director

West Nile and EEE Virus has been found in scattered areas in Mass. this year, and only one collection of WNV has been found positive in central Mass, back in early July. **We are entering into the highest risk part of the season, a time where spraying interventions may not always be possible.** Our surveillance staff will continue to trap, identify and test mosquitoes until collections drop off significantly, or when MDPH ends the testing program. Please continue to push the message of exercising caution when outside, using repellents and wearing long sleeved shirts and long pants whenever possible.

The standard residential spraying program will at the end of August when cooler night time temperatures tend to predominate (low temps reduce mosquito activity and the effectiveness of the pesticide) – spraying is not allowed until after sunset, and is prohibited at temperatures below 50°F due to label restrictions. **If virus is identified in your community we will coordinate with you to determine the appropriate response.** Risk from mosquito-borne disease may be present even after spraying, and will be present until we have several widespread, killing frosts.

On our website we post weekly information from our arbovirus surveillance program: <http://www.cmmcp.org/summary.htm>. Please feel free to contact me if you have any questions, and you can log on to our website at any time at [www.cmmcp.org](http://www.cmmcp.org) for additional information.

We have noticed an increase in the number of abandoned swimming pools in some areas this past year. If not properly maintained, these can become larval habitat for several mosquito species, some that can transmit WNV. If you would like to work with us to develop/distribute an outreach plan for area residents in 2015 please let me know. I have posted some information on abandoned pools & mosquitoes on our website at this link: <http://www.cmmcp.org/pools.htm>.

Thank you

cc: Member City/Town Clerks  
Member Police Departments



9800 Fredericksburg Road  
San Antonio, Texas 78288

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

04664.1G3X1.JSS890014856.01.01.251

2014 JUL 25 A 10:05

MARLBOROUGH CITY CLERK'S OFFICE  
140 MAIN STREET  
MARLBOROUGH MA 01752-3812

July 18, 2014

Reference: 08326886-24

Dear Sir or Madam,

I am writing regarding the claim referenced below.

Policyholder:	Marshall Falk
Reference #:	008326886-24
Date of loss:	June 27, 2014
Location of loss:	Marlborough, Massachusetts

A claim has been made involving loss, damage or destruction of the property referenced above, which may either exceed or cause Massachusetts General Laws, Chapter 143, Section 6, to be applicable. If any notice under Massachusetts General Laws, Chapter 139, Section 3B is appropriate, please direct it to my attention and include the reference #.

You may submit correspondence or questions to me. My contact information is:

<b>Address:</b>	P.O. BOX 33490 SAN ANTONIO, TEXAS 78265
<b>Fax:</b>	1-800-531-8669
<b>Phone:</b>	1-609-575-0484

Sincerely,

Richard T Hoffman  
USAA Southeast Regional Office  
USAA Casualty Insurance Company  
USAA CLAIMS  
9800 Fredericksburg Road  
San Antonio, TX 78184-8496  
Phone: 1-609-575-0484  
Fax Phone: 1-800-531-8669

*cc legat*



9800 Fredericksburg Road  
San Antonio, Texas 78288

04664.1GK9W.JSS894979132.01.01.885

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2014 AUG -4 A 10:12 July 29, 2014

CITY OF MARLBOROUGH  
CITY CLERKS OFFICE  
140 MAIN ST  
MARLBOROUGH, MA 01752

Reference: Attention Building Commissioner

Building Commissioner,

I am writing regarding the claim referenced below.

Policyholder:	Robert Pierce
Reference #:	032808070-1
Date of loss:	July 29, 2014
Location of loss:	Marlborough,

A claim has been made involving loss, damage or destruction of the property referenced above, which may either exceed \$1000.00 or cause MASSACHUSETTS GENERAL LAWS, CHAPTER 143, SECTION 6, to be applicable. If any notice under MASSACHUSETTS GENERAL LAWS, CHAPTER 139, SECTION 3B is appropriate, please direct it to my attention and include the reference # 32808070-001.

You may submit correspondence or questions to me. My contact information is:

**Address:** P.O. BOX 33490  
SAN ANTONIO, TEXAS 78265

**Fax:** 1-800-531-8669

**Phone:** 1-800-531-8722, Ext 79728

Sincerely,

Jennifer Olivarez  
Property Large Loss Unit  
United Services Automobile Association  
PO Box 33490  
San Antonio, TX 78265  
Phone: 1-800-531-8722, Ext 79728  
Fax Phone: 1-800-531-8669

JO/JO

cc: Legal



Claims Processing - Amica Scan Center  
PO Box 9690  
Providence, RI 02940-9690

Toll Free: 1-800-59-AMICA  
(1-800-592-6422)  
Fax: 1-866-759-3140

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2014 AUG -8 A 10: 15

August 6, 2014

City of Marlborough Clerk  
140 Main St.  
Marlborough, MA 01752

File Number: 60001854108  
Date of Loss: 06/21/2014  
Owner/ Insured: John E. Farias  
Street: 6 Blanchette Dr  
Town: Marlborough  
Type of Loss: Other

To Whom This May Concern:

Please be advised that we insure the above named individual(s). A claim has been made for Damage to Real Property and as the insurer; we are presently in the process of adjusting the loss.

We are mandated to comply with Massachusetts General Laws, Chapter 139 and as such, if there are any present liens on the above property, please notify us within 10 days of receipt of this letter. If we do not hear from you, we will be under no obligation to pay you any portion of this claim.

Sincerely,

*Stephen R. Norsek*

Stephen R. Norsek AIC  
Claims Department  
800-592-6422 x21798  
SNORSEK@AMICA.COM

*cc: Legal 8/8/14 [Signature]*

Property Unit  
PO Box 15147  
Worcester MA 01615-0147  
Telephone: 508-816-4973 Ext:  
Fax Number: 508-816-4973  
RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

August 05, 2014

2014 AUG 11 A 10:25

CITY CLERK'S OFFICE  
140 MAIN ST  
MARLBOROUGH MA 01752

Re: Our Insured: SKINNER INC  
Policy Number: ZDN 5229086  
Claim Number: 15-00374542 001  
Date of Loss: 07/28/2014  
Property Address: 274 CEDAR HILL ST MARLBOROUGH MA

To whom it may concern :

Claim has been made involving loss, damage or destruction of the above captioned property, which may either exceed \$1,000.00 or cause Mass. General Laws, Ch. 143, Sec. 6 to be applicable. If any notice under Mass. General Laws, Ch. 139, Sec. 3B is appropriate, please direct it to the attention of the undersigned and include a reference to the captioned insured, location, policy number, date of loss, and claim number.

On this date, I caused copies of this notice to be sent to the persons named above at the addresses indicated above by first class mail.

Sincerely,

*Thomas Gorski*

Thomas Gorski  
Property Adjuster  
Massachusetts Bay Insurance Company

*[Faint, illegible text, possibly a stamp or bleed-through]*

*cc legal dept*



**MINUTES OF THE LICENSE BOARD MEETING HELD JUNE 25, 2014**

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CLERK'S OFFICE  
CITY OF MARLBOROUGH

There was a regular monthly meeting of the License Board held on Wednesday, June 25, 2014 at 7:30 pm, City Hall, 3rd floor, Memorial Hall. 2014 AUG 11 A 10:57

Attending were: Walter Bonin, Chairman; James Riessle, Member; Gregory Mitrakas, Member; Linda Goodwin, Secretary.

Meeting was called to order by Walter Bonin, Chairman at 7:30 pm.

**NEW BUSINESS:**

- 1: MASONIC CORP – CATERING BY TASTY HOME COOKING - **2** - ALL ALCOHOL ONE DAY PERMITS

Ed Walsh presented **2** ALL alcohol one day permit applications. Motion made to approve by Gregory Mitrakas, seconded by James Riessle. Motion carried 3-0

- 2: ITAM – OUTDOOR PAVILLION – **5** – ONE DAY ALL ALCOHOL PERMITS

John Manning presented- **5** - ALL alcohol one day permits applications for outdoor pavilion at ITAM. Motion made to approve by Gregory Mitrakas, seconded by James Riessle. Motion carried 3-0

- 3: MARLBORO MOOSE – OUTDOOR PAVILLION – **8** – ONE DAY ALL ALCOHOL PERMITS

Nancy Roynane presented – **8** – ALL alcohol one day permit applications for outdoor pavilion at Moose Lodge. Motion made to approve by Gregory Mitrakas, seconded by James Riessle. Motion carried 3-0

- 4: ST. ANARGYROI GREEK CHURCH – **1** – ONE DAY BEER/WINE PERMIT

James Peltekis present for St. Anargyroi Greek Church. This is our annual festival on Labor Day week end. Once we have the permit we can apply for the liquor liability insurance, and I will make sure your office has a copy for file. Motion made to approve by James Riessle, seconded by Gregory Mitrakas. Motion carried 3-0

PAGE 2

5: EZ MART – 329 MAPLE STREET -1- AUTOMATIC AMUSEMENT VIDEO

Owner of EZ Mart present with one automatic amusement application. We would like to install one automatic amusement game in our store at this time.

Board reminded applicant not to install a poker machine, and machines cannot have any pay outs of any kind.

Owner agreed. Just an amusement license for when the kids are in the store. Just for entertainment.

Motion made to approve by Gregory Mitrakas, seconded by James Riessle. Motion carried 3-0

6: LTR CODE ENFORCEMENT – RE: PAUL EGIZI (M&P AUTO SALES) LOCATED AT 37 EAST MAIN STREET

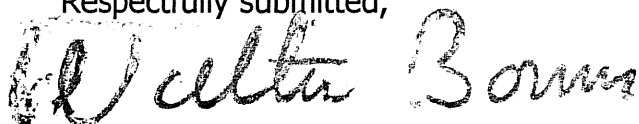
Board members have visited this site at different times of day and agree cars are not always parked just on the lot. Board will invite Mr. Egizi in to the next monthly meeting to discuss this issue. Cars are to be parked on his lot only as stated on his current Class II license. Motion made by James Riessle, seconded by Gregory Mitrakas. Motion carried 3-0

OLD BUSINESS:

- 1 : MINUTES PREVIOUS MEETING – MAY, 2014  
Motion made to accept and place on file. Motion carried 3-0

MOTION MADE TO ADJOURN: 8:45 PM

Respectfully submitted,

A handwritten signature in black ink that reads "Walter Bonin". The signature is written in a cursive, flowing style.

Walter Bonin, Chairman

CITY OF MARLBOROUGH  
CONSERVATION COMMISSION  
Minutes

June 19, 2014 (Thursday)  
Marlborough City Hall – 3<sup>rd</sup> Floor, Memorial Hall  
7:00 PM

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2014 AUG -6 A 11: 04

**Members Present:** John Skarin – Acting Chairman, Lawrence Roy, Dennis Demers, Karin Paquin, and Allan White (arrived later). Also present was Priscilla Ryder-Conservation Officer

**Absent:** Edward Clancy-Chairman and David Williams

**Approval of Minutes:** The minutes of June 5, 2014 were reviewed and unanimously 4-0 approved.

**Public Hearings:**

**Request for Determination of Applicability**

**138 Felton St. - Louis Iovino**

Mr. Iovino was present and explained that he wants to install a small shed on his property next to the pool. It is located near the wetland which is on the other side of the stone wall in his back yard. He doesn't need to add any footings or do any leveling as the yard is already grass and level. The Commission agreed that there would be no impact as it relates to this shed, and voted unanimously 4-0 to issue a negative Determination of Applicability with no conditions.

**Abbreviated Notice of Intent**

**19 Cullinane Dr. - Candy Hill Realty, LLC**

David Paoella, current owner of the property, explained that he proposes to demolish the existing house and build a new one on a slightly smaller footprint which will be more conforming to setbacks than the existing house. He also proposes to replace a large retaining wall near the lake and some smaller retaining walls next to the house. He will also enlarge the existing car port and add a patio. They will move some of the living space to the lower level and keep the height of the house close to what exists today. He explained that at the shoreline there are some concrete slabs that have slipped into the water that he would like to remove and stabilize the bank either by grading it or adding riprap if necessary. (Allen White arrived) The Commission discussed the construction of the retaining walls, the location of the erosion controls (details of the erosion controls were shown on the plans, but not the location of them). They also discussed the construction sequencing and it was settled that once the house is demolished the first thing will do is to install the retaining wall near the lake and work their way out of the site. Mr. Paoella explained that the site is so small that they would find another staging area and remove all materials as they go. He also explained that they would plant some low growing materials between the lowest retaining wall and the water; they'd prefer not to put in lawn or anything that needs much maintenance. After some discussion, the Commission noted that the project could be approved as presented, but the Commission wanted a site plan showing what was proposed stamped by an engineer (this will be required for the building permit

anyway) this should show the location of the erosion controls, area to be stabilized with vegetation, and the proposed dock location and any work that will be done at the water's edge. Mr. Paolella will provide a copy of the site plan for the next meeting and Ms. Ryder will draft a set of conditions for review as well. The hearing was continued to July 17, 2014.

#### **Notice of Intent (Continuation)**

##### **525 Maple St. - NGP Management**

Mike Scott from Waterman Design Associates Inc. was present. He explained that after the last meeting, he has had an e-mail exchange with the city engineer, Evan Pilachowski, and they have revised the plan slightly to add an underdrain between the infiltration system and Maple St. in case of breakout. Also, added inspection ports to the infiltration system. Updated the Operation and Maintenance Plan and added a note that the snow shall be removed from the site and not stockpiled on the landscaped area. The Commission discussed the need for the underdrain and the groundwater table in the area. Mr. Demers was concerned that the underdrain might freeze since it isn't down very deep. Plans reviewed are: New Plans for Dunkin Donuts, dated revised June 17, 2014, revised Storm water Management Report Addendum 1, dated 6/13/2014. After further discussion, the Commission closed the hearing and will review a draft set of conditions at the next meeting on July 17, 2014.

#### **Notice of Intent (Continuation)**

##### **358 Berlin Rd. - Marlborough Brazilian SDA Church**

At the applicants request this item was continued to the August 21, 2014 meeting as the Church still needs to resolve a few issues before they can proceed.

#### **Certificates of Compliance:**

- DEP 212-500 74 Taylor Rd. – Full- (Dennis Demers abstained due to a conflict of interest). This house has been completed for a while, but never received a certificate; Ms. Ryder noted that all is in order. The Commission voted 4-0 to issue a full certificate of compliance.

#### **Discussion**

- OARS – River Passage Clearing Protocol - The Commission reviewed the protocol for clearing passage on the Assabet River and voted unanimously to accept and file.
- DEP 212-1117 – The Preserve at Ames – request for minor change. Ryan Bianchetto from Allen and Major; John Shipe of Columbia Design Group and Kevin Maley of Fairfield Marlborough Partnership were all present. Mr. Shipe explained that after the last meeting, the Commission had asked for confirmation from the City Engineer that the drainage system as previously designed still meets the requirements given the additional impervious surfaces being added with the 10 garage buildings, changes in sidewalk etc. Mr. Shipe explained that he and the project engineer had met with Evan Pilachowski – City Engineer- and he has reviewed the revised plans and has submitted an e-mail confirming they meet with his approval. They also moved a drain pipe to be outside one of the garage buildings as requested. He believed that is all that was pending. The Commission agreed and voted 4-0-1 (Dennis Demers abstaining, because he has issues with the overall project, not specifically these changes) to approve the

revised plans and drainage calculations as a minor change to the overall project. Ms. Ryder was asked to send a letter confirming same.

**Project Updates: None**

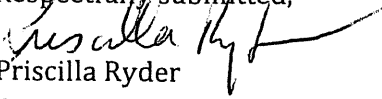
**Correspondence/Other Business:** The following correspondence was reviewed and the Commission voted to accept and place on file.

- OARS flyer – A public forum on water permitting in the Sudbury-Assabet-Concord River Watershed – June 24 (Tuesday) 7-9 PM, Hudson Town Hall Auditorium.

**Meetings:** Next Conservation Commission meetings – July 17, 2014 and August 7, 2014 (Thursdays)

**Adjournment:** There being no further business, the meeting was adjourned at 8:10 PM.

Respectfully submitted,

  
Priscilla Ryder  
Conservation Officer

June 24, 2014  
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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH



2014 AUG -1 P 1:49

**CITY OF MARLBOROUGH  
OFFICE OF TRAFFIC COMMISSION  
140 MAIN STREET  
MARLBOROUGH, MASSACHUSETTS 01752**

**Traffic Commission Minutes**

The Regular Meeting of the Traffic Commission was held on Tuesday, June 24, 2014 at 10:00 a.m. in the City Council Committee Room, City Hall. Members present: Chairman - Police Chief Mark Leonard, Fire Chief James Fortin and City Clerk Lisa Thomas. Also present: City Engineer Evan Pilachowski and Assistant City Engineer Tim Collins and local resident Chrissy Manzi. Minutes taken by: Karen Lambert, MPD Records Clerk.

**1- Minutes**

The minutes of the Traffic Commission meeting of Tuesday, May 27, 2014.

MOTION was made, seconded, duly VOTED:  
TO APPROVE

**2-New Business**

**2a) Communication from Mayor's office, re: Feasibility of making entire length of Hayden Street one-way.**

Ms. Manzi was in attendance for this issue as she sent the initial request. Chief Leonard began by explaining that Hayden Street is currently one-way up to Water Street and then becomes a two-way street up to West Main St. Ms. Manzi said in her e-mail that the debate about making Hayden Street one-way for the entire length of the street has gone on for years as has the debate over whether or not there should be a stop sign at the intersection of Hayden and Water Street. With all the construction in the area, Ms. Manzi said, "Undoubtedly, this is the time to make the right decision and put the signs in place." She said that currently cars can enter Hayden from West Main St. and it is confusing to people to see the park but not be able to get to it. Sometimes they decide to drive down the one-way. She said that people would be less likely to turn down a one-way street if they were coming off of Route 20. If the entire street becomes one-way she believes it will be "imperative" that a stop sign be placed at Water and Hayden. She said in her e-mail, "after cars turn that blind corner, they "gun" it up the street until they reach route 20 and will continue to do so if no cars are approaching in the opposite direction".

Her property is located on the one-way section and her main concern is the stop sign issue, however, her preference would be to see Hayden made a one-way street. She also mentioned several other neighbors (on Hayden Street) who were at the neighborhood meeting and are also in favor of the one-way. There were no Water Street residents at the meeting.

Chief Leonard advised that we would need to look at the whole proposal with the lot at Bigelow. Everything will be changing there. He said that Commissioner Ghiloni is very familiar with the plans, however, he could not make today's meeting. Evan Pilachowski said that the plans are not finalized yet but he should have them later this week. It should include additional parking in the lot.

Ms. Manzi said she knows that Commissioner Ghiloni is very aware of the issue. Parking on the side streets is also a concern. Side street parking will also be used for the Senior Center and field use. There is a lease for 30 spots at the school, however, there are more than 30 staff members. She said that her tenant has been getting notices about not parking in certain areas because it "belongs to the school".

Chief Leonard said that we have to try to anticipate what the concerns will be as everything will be "new". There will be a new lease and expanded parking and new traffic issues. We will need to determine what are the "normal, typical every day traffic needs". His noted that Water Street residents may have a concern with all of Hayden Street being designated at one-way. Fire Chief Fortin said he actually thought it was all one-way.

Chief Leonard advised that we will start with a review of the final plan. Evan Pilachowski will bring it to the next meeting. The Senior Center is supposed to be completed in the fall. The park renovation was supposed to start in the fall.

Ms. Maniz asked about the notification process if the street were to be made one-way. Chief Leonard advised that the Traffic Commission would notify all residents. It was unclear if MA DOT approval was necessary for a one-way. There would be no public hearing involved as public input is allowed at the Traffic Commission meetings. He advised that she could contact Commissioner Ghiloni or the Mayor's office as they would know what was going on. He also said she could feel free to contact him directly.

MOTION was made, seconded, duly VOTED to refer to ENGINEERING for review and to keep the item on the Agenda for further discussion at the next meeting.

**2b) Request for stop signs on Mildon Ave. & Brimsmead St.**

Chief Leonard received an e-mail from a resident of Brimsmead St. requesting the following:

- 1) Stop sign at the intersection of Mildon and Brimsmead on Milton.
- 2) Two additional stop signs on Brimsmead to create a 3 way stop at the intersection of Brimsmead and Mildon.

She has lived in her home since 2008 and is concerned with speed in this area.

A discussion followed explaining that Mildon Ave. would not meet the required Warrants for a stop sign – for example, not the minimum # of vehicles traveling the roadway nor the accident history. Tim Collins brought up basic “rules of the road”, whereby a car is supposed to slow and make sure no one is coming before turning onto Brimsmead. Chief Leonard advised that he would send officers out to this location for enforcement and also have the speed board placed here.

MOTION was made, seconded, duly VOTED to refer to the POLICE DEPARTMENT for enforcement.

**2c) Request to look at visibility of stop sign on Bigelow St. at Nashoba Dr.**

Chief Leonard received an e-mail from a local resident stating that he has witnessed many drivers not stopping at the stop signs on Bigelow and it is getting very dangerous. He also mentioned a neighbor with a deaf child and was inquiring about a sign to this effect.

Tim Collins advised that he went out to Bigelow to observe the stop signs. He noted that none are obstructed and are visible from both directions. He did note, however, that they are smaller than normal at 24 inches rather than the standard 30 inches and they do not have any reflective material on them. The resident mentioned a sign not being visible because it was obstructed by a pole. Tim Collins noted the stop sign needs to be placed at the actual stop line. Chief Leonard asked that Tim go back and see if the sign is blocked by the pole. Maybe it can be moved “a bit”.

With regard to the “deaf child” sign, the Traffic Commission would need a formal request from the family. Chief Leonard asked the resident to have his neighbor contact him. To date, he has not heard from them.

MOTION was made, seconded, duly VOTED to refer back to ENGINEERING to check on the pole in question.

**2d) Request to review right turn on red on Elm St. at Felton St.**

The Traffic Commission received a written request to review this light sequence. There appears to be a conflict. It was noted that when those traveling westerly on Elm have a green arrow to turn left onto Felton, those traveling east have the opportunity to take a right on red onto Felton.

Tim Collins again referred to the “rules of the road”. A right on red means to slow down, look and make sure the road is clear. The same situation could happen anywhere there is a right on red. You can’t just come to a right turn and immediately take it. You need to make sure the turn is safe.

Chief Leonard advised that this is nothing the Traffic Commission needs to take action on as the situation exists all over the city.

MOTION was made, seconded, duly VOTED to ACCEPT and PLACE ON FILE.



***Chief Leonard requested a Suspension of Rules to discuss three (3) items not listed on the Agenda – informal discussion followed.***

**1) Process for residents to make a request for a new street light.**

Evan Pilachowski asked if there was a formal process for making a request of this type. He was advised that there was no formal process, however, a request for a new light would be handled through the mayor's office. If a light is out, a call should be made directly to National Grid. It was further discussed that this type of information is something that should be included on the City's website. It would be helpful to have an actual traffic page with standard forms available to the public.

A potential traffic webpage will be put on agenda under New Business for the next meeting. What would members like to see on it and how should it be set up? Things like the Traffic Commission meeting schedule for the year could be posted on it.

**2) Site distance concerns at 413-417 South Street**

This location was vacant for about 6 years and now there is a business located here. Tim Collins said that he thinks people are used to it being vacant and don't expect to see traffic exiting and entering. Chief Leonard commented that there is also a curve in the road and a grade issue. It was noted that vegetation could also be a problem. There is really nothing that can be done about the driveway itself but maybe the brush can be cleaned out a bit. Speed is also part of the concern. Chief Leonard will look at the vegetation and may put the issue on the agenda for next month for further discussion.

**3) Handicapped parking restrictions**

Chief Leonard asked for the group's opinion on this issue. It was discussed that handicapped parking is not subject to time limits, however, the lot across the street from city hall has a handicapped spot in the area that is restricted from 2am to 5am. Apparently a car was parked there during the restricted hours and was ordered towed. The group discussed that restricted parking is different from time limit parking and that the handicapped spot is included in the restricted area. Chief Leonard thought it would have been nice to give some notice to the vehicle owner, however, it was truly parked in a restricted area and towed because it was in the way of street sweeping.

Tim Collins brought up the area reserved for a taxi in the same lot. He said that it doesn't make sense anymore because you can't hail a taxi in Marlborough any more. It used to be where a taxi would sit to wait for a fair. Marlborough now has a livery service where you call and request a ride. The sign should be taken down. It will be put on the agenda for next month.

**3-Old Business**

**3h) Sight distance concerns – Chestnut St. @ Mechanic St.**

Two letters from Pam Wilderman were included in the agenda package along with an e-mail from Pam to the Traffic Commission. One letter was regarding site distance

concerns at Hildreth & Curtis, the other was for sight distance concerns at Mechanic & Chestnut. Both letters were relative to plantings/vegetation that needed to be cut back.

MOTION was made, seconded, duly VOTED to REMOVE from the Agenda as the issue is now in the hands of Code Enforcement.

*Update on item removed from Agenda:*

*Elimination of "Bump Out" on Main St. & Newton St.*

Tim Collins advised that he has updated the downtown map to show the removal of the "bump out" and the additional parking spot now available. He presented a diagram to the Traffic Commission.

**3a) Municipal off street parking regulation.**

Tim Collins passed out a copy of the current regulation for Municipal Off-Street Parking Areas (586-33) which included previously discussed changes marked in red. One area specifically related to metered vs. non-metered spots. Currently, it states you can't park more than two hours in non-metered areas. He also reviewed each municipal lot and noted missing signs and unregulated areas, for example, there are 2 spaces reserved for ReMax customers in the South Bolton Street lot, however, there is no regulation for this.

A discussion followed regarding the fact that all municipal lots need to be clearly posted and signed with specific restrictions. Also, any reference to metered parking needs to be eliminated as there is no longer any metered parking. Chief Leonard would like to see the entire section of this regulation reworded to make it very clear as to what is allowed and not allowed in each lot. It needs to be made simpler. Some lots need to clearly allow more than two hour parking to accommodate employees that need to park all day. The Windsor Street lot appears to have some vehicles parking overnight. There should be no overnight parking allowed here.

Lisa Thomas suggested that the regulation be spilt up into sections clearly indicating Off Street Parking, Lots and the Parking Deck and what is allowed in each and keep it consistent.

It was also determined that some of the lots are actually owned by the Community Development Authority (CDA) such as the lot at the IC School. Tim Collins advised that he would get a list of all of these lots. Chief Leonard said that the Traffic Commission could then get a Grant of Authority to make changes in these lots also. The goal will be to identify all of the lots and reword the section of the regulation that relates to them, for example, all day parking, 2 hour parking, no parking from 2am to 5am etc.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to draft a new Municipal off-street parking regulation that would be clearer and easier to follow. Chief Leonard will then follow up with the CDA on a Grant of Authority.

**3g) Request for pedestrian crossing signs on Lincoln St. @ Renaissance Lofts.**

Chief Leonard advised that he received an e-mail from Lisa Thomas with a copy of the Special Permit for the Lofts, however, he has not yet had a chance to review it. The question was relative to who was responsible for maintaining the crosswalk. Tim Collins believed that the Lofts were responsible for this. It was also brought up that they have given a "Grant of Authority" on their parking lot to the police department to ticket illegally parked cars.

It appears that the "Parking Lot Enforcement" section has language about maintaining and installing signs. Tim Collins said that if they were required to install the crosswalk, they should also handle all the "amenities" that go with it.

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3e) Discussion regarding Assabet Valley Rail Trail connection to downtown.**

Priscilla Ryder is aware of what is going on with this issue and there is nothing for the Traffic Commission to do at this time.

MOTION was made, seconded, duly VOTED:  
To TABLE

**3b) High School parking regulations.**

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3c) Stop signs on Bigelow Street.**

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3d) Traffic Commission rules and regulations update.**

MOTION was made, seconded, duly VOTED:  
To TABLE.

**3f) Communication from Kraft Tire & Auto regarding Brigham/Maple/Walker St. intersection.**

Commissioner Ghiloni was not able to attend the meeting and no new information is available at this time.

MOTION was made, seconded, duly VOTED:  
To TABLE.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 11:25 am.

Respectfully submitted,

Karen L. Lambert  
Records Clerk  
Marlborough Police Department

**List of documents and other exhibits used at the meeting:**

-Meeting Agenda for Tuesday, June 24, 2014 (Including City of Marlborough Meeting Posting.

-E-mail from Chrissy Manzi to John Ghiloni, dated 5/21/14, re: Ward Park/Hayden Street (forwarded by the Mayor's Office to Chief Leonard).

-E-mail from Shannon Blair to Chief Leonard, dated 5/30/14, re: Speed issue on Brimsmead Street.

-E-mail from Mike Pascal to Chief Leonard, dated 6/2/14, re: No One Stops (stop signs on Bigelow St.)

-E-mail chain from Tim Collins to Chief Leonard, dated 6/16/14, re: Elm Lock Felton Question – Yield or no turn on red sign (including diagram).

Copy of letter from Pam Wilderman to Mr. & Mrs. Cole, dated 6/18/14, re: Site Distance – Hildreth/Curtis.

Copy of letter from Pam Wilderman to Mr. & Mrs. Goltsis, dated 6/18/14, re: Site Distance – Mechanic/Chestnut and corresponding e-mail from Pam Wilderman to Chief Leonard re: same.

**Additional Handouts**

-Copy of regulation for Municipal off-street parking areas – including potential changes indicated in red.

**MARLBOROUGH PLANNING BOARD  
MARLBOROUGH, MA 01752**

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**Call to Order**

July 7, 2014  
2014 JUL 22 A 10:02

The Meeting of the Marlborough Planning Board was called to order at 7:00pm in Memorial Hall, 3<sup>rd</sup> Floor City Hall 140 Main Street, Marlborough, MA. Members present included Sean Fay, Colleen Hughes, Barbara Fenby, Philip Hodge & Edward Coveney

Shawn McCarthy & Brian DuPont were absent.

Also in attendance were Board Secretary Melissa Irish & City Engineer Evan Pilachowski.

**1. Meeting Minutes:**

**A. Regular Meeting June 16, 2014**

On a motion made by Ms. Hughes, seconded by Mr. Fay, it was voted to accept and place on file the minutes of the June 16, 2014 regular meeting. Motion carried.

**2. Chair's Business:**

**A. Decision zoning amendment Medical Marijuana**

On a motion made by Mr. Hodge, seconded by Ms. Hughes it was voted to send a generally favorable recommendation to the City Council regarding changes to the City of Marlborough Zoning Ordinance as defined by City Council Order No. 12/13-1005247E

In addition the Board voted to offer the following concern:

- The restrictions imposed by the proposed ordinance seem excessive given there are significant licensing constraints already in place at the state level.

**3. Approval Not Required:**

**A. Simarano Drive Lot 1E (BSC Group)**

**B. Simarano Drive Lot 1D (BSC Group)**

Mr. Brian Lawlor Executive Vice President of Symmes, Maini & McKee Associates (SMMA) presented both plans to the Board. The new Lot 1D will become a retail lot within the recently approved mixed use overlay district and Lot 1E will split the current building off from the main site allowing it to sit on its own dedicated parcel of land.

On a motion made by Mr. Fay, seconded by Mr. Coveney both plans were referred to the Engineering Department. Motion carried.

**4. Public Hearings: None**

**5. Pending Sub Division Plans: Updates and Discussion:**

**A. Engineers Report:**

City Engineer Pilachowski handed out to the Board an updated Sub division status report, this report is a living document constantly being updated and amended.

Mr. Pilachowski also noted that a new drainage issue has arisen in the Mauro Farms subdivision. The Engineering Department is in communication with the developer regarding redirection of the drainage out to Nolan Way. It was also noted to the developer that the construction schedule on file with the City has expired and a new updated schedule is required.

**6. Preliminary/Open Space Submissions/Limited Development Subdivisions: None**

**7. Definitive Subdivision Submission: None**

**8. Signs:**

**A. Correspondence from the Code Enforcement Officer Re: Hudson Elks Events**

Ms. Hughes read the correspondence into the record.

On a motion made by Ms. Hughes, seconded by Mr. Coveney it was voted to accept the correspondence and place it on file. Motion carried.

**9. Unfinished Business:**

**A. Berlin Farms Update**

Mr. Steve Poole Engineer for the project was in attendance to bring the Board up to date on the project. City Engineer Pilachowski met on the site with Mr. Poole and acknowledged that the grass is sparse. They are attempting to replant however this is the wrong time of year to be trying to grow grass. Mr. Pilachowski noted that good progress is being made.

The acceptance plans have been provided to the Engineering Department and the Department currently has them under review.

On a motion made by Ms. Hughes seconded by Mr. Hodge it was voted to table this item and have it appear on the July 21, 2014 agenda. Motion carried.

**B. Update from Legal Department regarding LaCombe Street Acceptance Request**

Ms. Hughes read the opinion letter from Assistant Solicitor Panagore-Griffin into the record.

On a motion by Mr. Hodge seconded by Ms. Hughes it was duly voted to:

Recommend to the City Council to NOT Accept the LaCombe Street extension as a city way until such time as the ownership issue on the easterly side of the street is cleared.

The motion carried by a vote of 5-0-0.

**10. Informal Discussions: None**

**11. Correspondence: None**

**12. Public Notices of other Cities and Towns:**

**A. Town of Sudbury, Board of Appeals, Notice of Decision (5)**

**B. Town of Southborough, Planning Board, Notice of Decision**

- C. Town of Southborough, Public Hearing Notice July 14, 2014**
- D. Town of Hudson, Zoning Board of Appeals, Notice of Decision (2)**
- E. Town of Framingham, Planning Board, Notice of Decision (5)**
- F. Town of Framingham, Planning Board, Public Hearings (3) 6/26, 7/10, 7/27**

On a motion made by Ms. Hughes, seconded by Mr. Hodge it was voted to accept the notices A-F and place on file. Motion carried.

**Adjournment:** On a motion made by Mr. Coveney, seconded by Mr. Hodge it was voted to adjourn at 7:36pm. Motion carried.

Respectfully submitted,

Colleen Hughes

/mai

**MARLBOROUGH PLANNING BOARD  
MARLBOROUGH, MA 01752**

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
July 21, 2014  
2014 AUG 19 A 11: 06

**Call to Order**

The Meeting of the Marlborough Planning Board was called to order at 7:00pm in Memorial Hall, 3<sup>rd</sup> Floor City Hall 140 Main Street, Marlborough, MA. Members present included Sean Fay, Colleen Hughes, Barbara Fenby, Philip Hodge & Brian DuPont.

Shawn McCarthy & Edward Coveney were absent.

Also in attendance were Board Secretary Melissa Irish & City Engineer Evan Pilachowski & Assistant City Engineer Timothy Collins

**1. Meeting Minutes:**

**A. Regular Meeting July 7, 2014**

On a motion made by Mr. Fay, seconded by Ms. Hughes, it was voted to accept and place on file the minutes of the July 7, 2014 regular meeting as amended. Motion carried with Mr. DuPont abstaining.

**2. Chair's Business:**

**A Mauro Farms Site Issues:**

\*Note\*Mr. Fay disclosed his previously noted conflict; however he is able to vote on this matter.

Mr. Fay reported out to both the Board and the Engineer his concerns with the height and sheer volume of the stock piles that have emerged on the site, the largest concern is the approximately 20' high pile of soil that is obviously been cut into by the builder. The result of the use by the builder has created a sheer cliff of unstable soil that could possibly wash out in the rain which is forecast for the area creating the possibility of a mudslide.

The second issue was brought forward by Ms. Hughes also regarding the excessive size of the sand piles that are on site. The weather (wind) is wreaking havoc on the road conditions creating a sandstorm across Cook Lane reducing visibility.

The covenant may currently have restrictions already in place regarding the size and or volume of allowed construction stockpiles.

On a motion made by Mr. Fay, seconded by Mr. DuPont it was voted to send correspondence to the Code Enforcement Officer to possibly address the purported public safety hazard created by both stockpiles. Motion carried.

**3. Approval Not Required:**

**A. Decision Simarano Drive Lot 1E (BSC Group)**

Ms. Hughes read the favorable recommendation from the Engineering Department into the record.

On a motion made by Mr. Fay, seconded by Ms. Hughes it was voted to accept and endorse the



plan of land believed to be Approval Not Required, Titled: Plan of Land in Marlborough, Massachusetts, Lot 1E, Owned By: Atlantic-Marlboro Realty LLC, Prepared By: The BSC Group, Inc, 33 Waldo Street, Worcester, MA. Motion carried

**B. Decision Simarano Drive Lot 1D (BSC Group)**

Ms. Hughes read the favorable recommendation from the Engineering Department into the record.

On a motion made by Ms. Hughes, seconded by Mr. DuPont it was voted to accept and endorse the plan of land believed to be Approval Not Required, Titled: Plan of Land in Marlborough, Massachusetts, Lot 1D, Owned By: Atlantic-Marlboro Realty LLC, Prepared By: The BSC Group, Inc, 33 Waldo Street, Worcester, MA. Motion carried

**4. Public Hearings: None**

**5. Pending Sub Division Plans: Updates and Discussion:**

**A. Engineers Report:**

City Engineer Pilachowski reported out to the Board the Assistant City Engineer Tim Collins has been in touch via email with FRE Development regarding the Blackhorse Farms Subdivision. There was a list of issues pertaining to the condition of the site and several technical issues that need to be corrected. FRE Development acknowledges receipt of the email however no plan of action has been decided upon by both the developer and the Engineering Department. This will be reported out again at the next regularly scheduled meeting.

City Engineer Pilachowski acknowledged the Mauro Farms complaints and will keep an eye on that issue.

City Engineer Pilachowski handed out to the Board a Fact Sheet regarding and Act Relative to Active Streets and Healthy Communities. This is sponsored by Senator Chandler and Representative Lewis 2.68/H.3091. This information was presented in part to the Board in March with a presentation by MAPC and Conservation Officer Ryder.

There is a possible funding source (grant) being considered. One of the facets of the grant application is that a community must adopt a “complete streets” bylaw, ordinance or administrative policy. City Engineer Pilachowski was looking for the opinion of the Board as to whether this is a proposed ordinance that the Board has any interest in possibly adopting. The Board indicated that there is positive interest regarding moving this initiative forward.

**6. Preliminary/Open Space Submissions/Limited Development Subdivisions: None**

**7. Definitive Subdivision Submission:**

**A. Hudson Street Definitive Pre Authorization**

Ms. Hughes read the request from Attorney Austin regarding the requested pre authorization to have the public hearing set and advertised for the definitive sub division “Hudson St” prior to the formal submission. The requested public hearing would take place at the September 8, 2014 regularly scheduled meeting.

On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to reject the request due to the possible appearance of improper precedence. Motion carried.

On a motion made by Ms. Hughes, seconded by Mr. DuPont it was voted to add a meeting to the meeting schedule for August 18, 2014. This meeting would allow for proper procedure to be followed with a public hearing to be set for September 8, 2014. Motion carried

## **8. Signs:**

### **A. Taste of Downtown off premise sign appeal**

On a motion made by Mr. Fay, seconded by Mr. DuPont off premise signs were approved for the following eight (8) signs for the dates of August 9 2014 – August 27, 2014, Proper land owner approval is required to be in place prior to the installation of any of the listed signs. Motion carried.

- 2- 2 sided sandwich board style signs 1 each located at:  
St. Mary's Credit Union on West Main Street  
St. Mary's Credit Union on Northboro Road

- 6- 2 sided lawn style signs 1 each to be located at:  
133 South Bolton Street, St Mary's Credit Union  
Corner of Maple and Mill Streets  
Corner of Bolton and Union Streets (placed closer to the Navin Home)  
SE Corner of park Granger and West Main Street  
Corner of Boston Post Rd and Farm Road  
Front Lawn of 377 Elm Street (Historical Society)

### **B. Grecian Festival off premise sign appeal**

On a motion made by Ms. Hughes, seconded by Mr. Fay off premise signs were approved for the 9 locations listed for the time period of August 15-September 2, 2014 and denied for 2 additional locations. Motion carried.

The proposed addresses for the off-premise signs are as follows:

Family House of Pizza – 323 Maple Street – Approved  
Commerce Bank- 322 Maple Street – Approved  
Dairy Queen – 49 East Main Street – Approved  
Gulf Station – 130 East Main Street – Approved  
Dr. Kofos – 180 Bolton Street – Approved  
Twinboro Plaza – Boston Post Rd West – Approved  
495 Truck Centers – South Street – Approved  
Mr. Exahupoulos – 83 Lincoln Street – Approved  
Shawn Navin – 236 Bolton Street – Approved (However must be closer to house.)  
Hunt's Mobil – West Main Street – Denied  
Art Center – 1 Boston Post Rd East – Denied

**9. Unfinished Business:**

**A. Berlin Farms Update**

Mr. Steve Poole Engineer for the project submitted to the City Engineer final plans for approval along with the final as built mylars. City Engineer Pilachowski noted how ever no physical progress has been made since the last inspection 2 weeks ago.

On a motion made by Ms. Hughes seconded by Mr. Fay it was voted to table this item and have it appear on the August 18, 2014 agenda, if no satisfactory progress has been made at that time a vote to revoke the outstanding tri partite agreement (bond) to complete the work.

Motion carried with Mr. Hodge in opposition.

**10. Informal Discussions: None**

**11. Correspondence:**

**A. Mass Audubon, Losing Ground Fifth Edition**

**B. dcr Massachusetts downstream, Spring 2014**

On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to accept the correspondence A-B and place on file. Motion carried.

**12. Public Notices of other Cities and Towns:**

**A. Town of Framingham, Planning Board Notice of Decision**

On a motion made by Ms. Hughes, seconded by Mr. Fay it was voted to accept the notice A and place on file. Motion carried.

**Adjournment:** On a motion made by Mr. DuPont, seconded by Mr. Hodge it was voted to adjourn at 7:58pm. Motion carried.

Respectfully submitted,

Colleen Hughes

/mai



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2014 JUL 24 P 3:59

**CITY OF MARLBOROUGH YOUTH  
COMMISSION**

**MEETING MINUTES, 15 APRIL 2014**

**ROLL CALL OF COMMISSIONERS:**

Kelley French (Chair) – Present

Michael Gibson – Present

Steve Zeph – Present

Pascal Chesnais – Present

Public Attendee- 1 present

-Meeting start: 6:00pm

-Meeting adjourned: 7:20pm

-City Council Committee Room, City Hall

Approval of the March Meeting Minutes- Suspended for review until May meeting

**Minutes:**

- Next meeting- need to vote on a Secretary/Clerk position
- Began to discuss nominees for the Youth Service Awards
- Reviewed all candidates applications for consideration submitted to date
- Discussed future scoring forms with clarity on items requested
- Kelley French to prepare a thank you letter to those candidates which do not receive the award
- Nominations submission deadline is April 18<sup>th</sup>
- An additional meeting is scheduled for 6pm on May 6<sup>th</sup> – Location to be confirmed
- Any additional applications received will be reviewed at the upcoming meeting for consideration, with a final decision made at the May 6<sup>th</sup> meeting
- May 19<sup>th</sup> is the date for the awards presentation

Michael Gibson, Marlborough Youth Commissioner

(Assigned to record meeting minutes)

Date



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2014 JUL 24 P 3:59

CITY OF MARLBOROUGH  
YOUTH COMMISSION MEETING

MEETING MINUTES, 6 MAY 2014

ROLL CALL OF COMMISSIONERS:

Kelley French (Chair) – Present  
Michael Gibson – Present  
Steve Zepf – Present  
Pascal Chesnais – Present  
Connie Mish- Present

-Meeting start: 6:00pm  
-Meeting adjourned: 6:50pm  
-Marlborough Public Library, Story Room

Motion to Approve the March and April, 2014 Meeting Minutes- *Amendment to the March minutes- typo in Steve's last name and the word minutes spelled incorrectly.* Approved as read. (Seconded by Connie Mish)


Minutes:

- Discussed naming a Secretary for the Youth Commission.
- Michael Gibson- volunteered
- All in favor of Secretary for Youth Commission. – Approved.
- Discussed who/when minutes are to be turned into City Hall (hard copy or electronic). Kelley French to inquire about meeting minutes submission. (Action Item)
- Reviewed final nomination submissions for Youth Service Awards
- Final 6 nominee's chosen- agreed upon by all members.
- For the record, final names chosen are (in no particular order): Sydney Teele, Christina Furtado, Alysha McGovern, Jaelyn Kasso, Mikayla Bradford, and Joe Ciolino.
- Youth Commission members to contact nominee recipients (or their teacher/guidance counselors) to provide a "save the date" informational phone call- Letter to be sent from City Hall later in the week.
- Discussed the logistics of the reception and awards presentation
- Light reception to begin on May 19<sup>th</sup> 7:30pm in the Mayor's Conference Room, and will then move to the City Council Chambers at 8:00pm for the awards presentation.
- Set the date for the next meeting: June 18<sup>th</sup>, 6:00pm – Location to be announced.
- Discussed "wish list" for funding coming through from State Legislature for the Youth Commission.
- Meeting adjourned, 6:50pm.

  
\_\_\_\_\_

Michael Gibson

Secretary/Marlborough Youth Commissioner

  
\_\_\_\_\_

Date



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CITY OF MARLBOROUGH

2014 JUL 24 P 3:59

**CITY OF MARLBOROUGH  
YOUTH COMMISSION MEETING**

**MEETING MINUTES: 18 JUNE 2014**

**ROLL CALL OF YOUTH COMMISSIONERS:**

Kelley French (Chair) – Present  
Michael Gibson (Secretary) – Present  
Steve Zepf – Absent  
Pascal Chesnais – Present  
Connie Mish- Present

**Invited Guests:**

Mike Berry – (Executive Aide to the Mayor)  
Ryan Wambolt (future appointed Youth Commissioner)  
Santiago Vargas (future appointed Youth Commissioner)  
Officer Louie Turieu, Marlborough Police Department

-Meeting start: 6:03pm  
-Meeting adjourned: 7:08pm  
-Location: Marlborough Public Library, Story Room

Motion to Approve the May, 2014 Meeting Minutes made by Kelley French- Approved as read. Motion was seconded by Connie, and motion carried.

**Minutes:**

- Introduction of current members to invited guests.
- Provided an overview of the Youth Commission and what we do as a commission.
- Discussed the potential funds allocated by the State Legislature (Rep. Danielle Gregorio) – Amount and disbursement of funds is TBD.
- Discussed the Drug and Alcohol Awareness Logo Contest (reviewed draft provided by Kelley French).
- Discussed the possibility of a video involvement in the Logo Contest – Legal Department to be consulted for proper approach of this possibility, and do we need legal disclaimers and/or releases.
- Submitted completed Cory forms. Mike Berry took the forms for submission.
- Vote was taken on the following: Kelley French made a motion to accept the two proposed strategies of video and logo contests to be distributed to Marlborough schools for the Youth Commission FY15 work plan. The logo contest will be for middle and high school and the video will be for high school students only. Connie seconded the motion, motion carried.
- Next meeting scheduled for: August 7<sup>th</sup> at 6:00pm (Location to be announced)
- Meeting adjourned: 7:08pm



Michael Gibson

Secretary/Marlborough Youth Commissioner

  
Date



**CITY OF MARLBOROUGH**  
Marlborough, Massachusetts 01752

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**Fort Meadow Commission**

2014 JUL 31 P 1:33



**TOWN OF HUDSON**  
Hudson, Massachusetts 01749

**June 19, 2014**  
**Fort Meadow Commission Meeting Minutes**

7:06 PM - Meeting called to order in the Hudson Town Hall.

**In attendance:**

- Marlborough Commissioners Thomson and DelGenio
- Hudson Commissioner Kaczmarek and Agent Pelletier
- Marlboro Police Chief, Mark Leonard
- 3 Hudson Residents

**Minutes:**

- Minutes from May 22, 2013 meeting reviewed , amended and approved by Commissioners Thomson, DelGenio and Kaczmarek
- Chief Leonard and the commission had an open discussion about lake safety and how the two organizations can work together in the upcoming summer months
- Loud boat stereos
  - City ordinance defines a noise violation to be an offence if it can be heard from 25 feet away. In respect to loud stereos on boats the commission will enforce using the criteria, "if you can hear it from shore, it is too loud"
- Weed Control
  - Treatment was on June 11, 2014, follow up survey to be completed over the summer
- Large Wakes
  - Commission will actively inform boaters that they are responsible for their wakes. Large wake generating activities must be conducted in the middle of the larger (West) basin.
- Budget
  - \$400 dock supplies
  - \$20,000 weed control (contract to be signed this month)
  - \$900 Instate travel
  - DelGenio Buoy (On order)
  - Thomson Cleats (Received and installed)
  - Gould light and boat hook (On order).

8:03 PM - Meeting adjourned

2014 Remaining Meeting Schedule (all meetings at 7:00 PM third Thursday)

**Hudson**  
August 21

**Marlboro**  
July 17  
September 18