

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2012 DEC 13 P 1:04

1. Minutes of the City Council Meeting, December 3, 2012.
2. CONTINUED PUBLIC HEARING with Board of Assessors to establish the percentages of tax levy for each property classification for FY2013, Order No. 12-1005245.
3. PUBLIC HEARING On Proposed Zoning Amendments as follows: Adding to Section 650-5.B a definition for "Data Storage/Telecommunications Facility", Adding to the Table of Use Regulations, Section 650-17, a category for "Data Storage/Telecommunications Facilities" under "Industrial Uses", and Adding to Section 650-48.A a new item (15), Order No. 12-1005235.
4. PUBLIC HEARING On the Application for Special Permit from Cumberland Farms Inc., 412 & 418 Maple St. and Walker St. to construct a convenience store with gasoline sales on the subject parcels and to operate new facility from 5:00 AM to midnight, Order No. 12-1005220, X-12-1005081.
5. Communication from the Mayor re: Finalization of the City's FY2013 Tax Levy.
6. Communication from the Mayor re: Inter-Municipal Agreement-Town of Sudbury to staff their Veteran's Services office, X-12-1005212.
7. Communication from the Mayor re: Municipal Aggregation.
8. Communication from the Mayor re: MEDC Master Plan. The documents can be viewed via following link:
<http://marlboroughedc.com/about-medc/links/final-documents/>
9. Communication from the Mayor re: Sign Ordinance.
10. Communication from the Mayor re: Appointment of Ron Guest as Parking Clerk effective January 2, 2013.
11. Communication from City Solicitor Rider re: Proposed Results Way Mixed Use Overlay District Zoning Ordinance in proper legal form, Order No. 12-1005154B.
12. Communication from Chief Procurement Officer Sleeper re: Request for Proposals for Wireless Telecommunications Leasing Project at Fairmount Hill Water Tank, 115 Onamog St.
13. Communication from Attorney Bergeron re: Notice of Representation, 630 Forest Realty LLC, Verizon, and Partners Healthcare Systems regarding various zoning matters.
14. Communication from Attorney Bergeron re: Proposed Zoning Amendment.
15. Communication from David Renzi and Linda Senecal re: Proposed Senior Center/Renzi Shoe Repair Shop Museum.
16. Minutes, Council on Aging, November 13, 2012.
17. Communication from Amica on behalf of Philip Lioio re: Sewer Backup.

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

From Finance Committee

18. **Order No. 12-1005205 – Transfer \$277,099.00 from Economic Development to MEDC Funding.** The Finance Committee reviewed the Mayor's letter dated October 25, 2012 requesting the transfer of \$277,099.00 from Economic Development to MEDC for funding their operations and special projects for the remainder of the fiscal year. **Recommendation of the Finance Committee is to approve the transfer 5 – 0.**

19. **Order No. 12-1005203 – Transfer \$2,581,967.00 from Undesignated Funds to the School Department.** The Finance Committee reviewed the Mayor's letter dated November 1, 2012 requesting the transfer of \$2,581,967.00 from Undesignated Funds to provide additional FY13 school department funding. **Recommendation of the Finance Committee is to approve the transfer 4 – 0 – 1.** (Councilor Oram abstained).

From Urban Affairs Committee

20. **Order No. 12-1005154B** - Communication from Attorney David Gadbois, representing Atlantic-Marlboro LLC of 205 Newbury Street, Framingham, Massachusetts 01701, owner of land which is the subject matter of Zoning Petition. The said land is shown on the City of Marlborough Assessors Map 101, Parcel 2. Atlantic-Marlboro LLC hereby petitions the City Council to amend the Zoning Code of the City of Marlborough Chapter 650 by adding to Article VI section 650-2 RESULTS WAY MIXED USE OVERLAY DISTRICT in accordance with the proposed change.

-REFER TO URBAN AFFAIRS, PLANNING BOARD AND ADVERTISE
PUBLIC HEARING: OCTOBER 15, 2012

The Chair updated the petitioners, Council and Committee on the progress of the proposal. At previous meetings, the Committee worked with MPAC and the petitioners on various parts of the plan, including small changes to the allowable uses and prohibited uses.

Chairman Elder reminded the petitioners they would prohibit marijuana facilities at the complex, and the petitioners agreed that prohibition would be added into the final language.

The Chair also updated the Council and Committee as to Site Plan, and assured everyone that the petitioners would be giving up significant control in the project to allow the Council to have more control and say over all aspects of the design.

Instead of providing affordable units on the property as required under current zoning, the petitioners agreed to provide funds to the City for the development and planning of affordable units within the city. The Chair stated this would be a better idea than putting money into an affordable fund as done in the past with other projects.

Motion by Councilor Clancy, seconded by the Chair, to recommend approval of the Atlantic Zoning Overlay Proposal, as amended, and to Suspend the Rules at the December 3, 2012 regular meeting to forward to the Solicitor to be placed in proper legal form. Motions were approved 5-0.

From City Council

21. **Order No. 12-1005149A** - That the Proposed Conveyance of a Portion of City-Owned property, 93 Framingham Rd. Recommendation of the Legislative and Legal Affairs Committee is to recommend conveyance to Melanson Development Group a portion of municipal property at 93 Framingham Rd together with the following orders from the City Solicitor in proper form. **Recommendation of the City Council is to Table until December 17, 2012.**

[1ST ORDER]

ORDERED:

That the City Council of the City of Marlborough,

having been notified by the Commissioner of Public Works, pursuant to M.G.L. c. 40, § 15, that the City's fee interest in a portion of municipal property taken for sewer purposes and located in part off Framingham Road, and identified and described as a portion of the land shown as Parcel 93A on Map 93 of the Marlborough Assessors Map,

and being more particularly shown as "Parcel 'D'" on a plan entitled "Plan of Land in Marlborough, MA, Owner: Celeste Walker, Executrix, 990 Center Street, Apt. #2, Jamaica Plain, MA 02130-3029, Prepared for: Melanson Development Group, Inc., P.O. Box 564, Woburn, MA 01801; Prepared by: Bruce Saluk & Associates, Inc., Civil Engineers & Land Surveyors, 576 Boston Post Road East, Marlborough, MA 01752; Date: November 29, 2010; Scale: 1" = 40'," containing 24,032 square feet (0.55 acres), more or less, said plan to be recorded in the South Middlesex Registry of Deeds,

is no longer needed for such purposes,

hereby declares, by a simple majority vote pursuant to M.G.L. c. 30B, § 16(a), that the fee interest in said Parcel D is available for disposition by sale, with the following restrictions on the subsequent use of said Parcel D:

1. the City reserves to itself a perpetual public sewer easement in, under, upon and through said Parcel D, for the purposes of maintenance, repair, construction or reconstruction of public sewer lines; for the installation, repair or replacement of additional sewer pipes or any other municipal utilities or services; and for passive recreation purposes; and
2. the City also reserves the right to excavate or disturb ground without responsibility for repairing the surface, whether with loam or seed, and hereby prohibiting the grantee, its heirs, successors or assigns from planting, installing or maintaining any bushes, plants, trees or a structure of any kind in or about said Parcel D, unless approved in advance by written approval of the Commissioner of Public Works of the City of Marlborough.

The above declaration shall be null and void unless, on or before January 1, 2014, the Marlborough Planning Board, pursuant to Chapter 650-28 of the Marlborough zoning ordinance, has granted to Melanson Development Group, Inc. an open space development special permit which incorporates said Parcel D as described above.

ORDER NO 12-1005149B

[2ND ORDER]

ORDERED:

That the City Council of the City of Marlborough,

having declared in Order No. 12-1005149A, that the fee interest in said Parcel D is available for disposition by sale, with the use restrictions recited in said Order,

now hereby authorizes the Mayor, by a two-thirds vote pursuant to M.G.L. c. 40, § 15, to convey the City's fee interest in said Parcel D to Melanson Development Group, Inc., of 5 Robertson Way, Woburn, Middlesex County, Massachusetts, for at least the minimum amount of Thirty-Six Thousand and 00/100 (\$36,000.00) Dollars, and upon such other terms as the Mayor shall consider proper and consistent with the intent of this Order and at a sales price that would maximize the total economic return to the City.

ORDER NO 12-1005149C



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

DECEMBER 3, 2012

Regular meeting of the City Council held on Monday, DECEMBER 3, 2012 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors present: Ossing, Pope, Oram, Robey, Delano, Jenkins, Elder, Tunnera, Seymour, Clancy, and Landers. Meeting adjourned at 8:28 PM.

ORDERED: That the Minutes of the City Council Meeting, NOVEMBER 26, 2012, **FILE AS AMENDED**; adopted.

ORDERED: Now being the time set for the **JOINT TAX CLASSIFICATION PUBLIC HEARING** with the Board of Assessors on Monday, December 3, 2012 at 8:00 p.m. in Council Chambers, 2nd Floor, City Hall, 140 Main Street, Marlborough, MA to determine the percentage of the local tax levy to be borne by each class of property for Fiscal Year 2013. Massachusetts General Laws Chapter 40, Section 56 sets forth the procedures and responsibilities under the law.

MOTION MADE BY COUNCILOR OSSING TO CONTINUE THE JOINT TAX CLASSIFICATION PUBLIC HEARING UNTIL DECEMBER 17, 2012 AND ADVERTISE, SECONDED BY PRESIDENT POPE – CARRIES; adopted.

ORDERED: That the Contract Services transfer request in the amount of \$15,000.00 which moves funds from Principal Assessor to Professional & Technical Services and another \$15,000.00 which moves funds from Senior Assessor to Professional & Technical Services to allow for continued funding until March 2013, **APPROVED**; adopted.

FROM:

Acct. # 11410001-50160 \$15,000.00

Principal Assessor

Acct. # 11410001-50170 \$15,000.00

Senior Assessor

TO:

Acct. # 11410004-53180 \$15,000.00

Professional and Technical Services

Acct. # 11410004-53180 \$15,000.00

Professional and Technical Services

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

1. Section 650-5, entitled “Definitions; Word Usage,” is hereby amended by adding to said Section the following definition:

MEDICAL MARIJUANA TREATMENT CENTER: A not-for-profit entity, as defined by Massachusetts law only, registered under Massachusetts law, that acquires, cultivates, possesses, processes (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfers, transports, sells, distributes, dispenses, or administers marijuana, products containing marijuana, related supplies, or educational materials to qualifying patients or their personal caregivers, shall be deemed a “Medical Marijuana Treatment Center” and subject to the regulations under Section 650-32 of this ordinance.

2. Section 650-17, entitled “Table of Uses,” is hereby amended by adding to said section a new business use entitled, “Medical Marijuana Treatment Center,” which shall be regulated, as follows:

RR	A1	A2	A3	RB	RC	B	CA	LI	I
N	N	N	N	N	N	N	SP	SP	SP

3. A new Section 650-32, entitled “MEDICAL MARIJUANA TREATMENT CENTER,” is hereby added, as follows:

650-32 MEDICAL MARIJUANA TREATMENT CENTER

A. Subject to the provisions of this Zoning Ordinance, Chapter 40A of the Massachusetts General Laws, and provisions of the Rehabilitation Act and the Americans with Disabilities Act, the City of Marlborough Zoning Ordinance will not prohibit the location of a center for medical marijuana treatment within the City of Marlborough, but will instead regulate such centers. A Medical Marijuana Treatment Center should provide medical support, security, oversight by a physician, and standards that meet or exceed state regulations to be promulgated by the Commonwealth of Massachusetts Department of Public Health. Centers should not compete to provide streamlined care to patients and should not provide a location for patients to wait for treatment in the vicinity of children. Therefore, to ensure that these Centers are located in such a way as to not pose a direct threat to the health or safety of either qualifying patients or the public at large, the provisions of this section will apply to all such Centers.

- B. For purposes of this chapter, the following definitions shall apply:
1. DEBILITATING MEDICAL CONDITION shall mean cancer, glaucoma, positive status for human immunodeficiency virus, acquired immune deficiency syndrome (AIDS), hepatitis C, amyotrophic lateral sclerosis (ALS), Crohn's disease, Parkinson's disease, multiple sclerosis and other conditions as determined in writing by a qualifying patient's physician.
 2. MARIJUANA shall have the meaning given "marihuana" in Chapter 94C of the General Laws.
 3. MEDICAL USE OF MARIJUANA shall mean the acquisition, cultivation, possession, processing, (including development of related products such as food, tinctures, aerosols, oils, or ointments), transfer, transportation, sale, distribution, dispensing, or administration of marijuana, for the benefit of qualifying patients in the treatment of debilitating medical conditions, or the symptoms thereof.
 4. PERSONAL CAREGIVER shall mean a person who is at least twenty-one (21) years old who has agreed to assist with a qualifying patient's medical use of marijuana. Personal caregivers are prohibited from consuming marijuana obtained for the personal, medical use of the qualifying patient.
 5. QUALIFYING PATIENT shall mean a person who has been diagnosed by a licensed physician as having a debilitating medical condition.
- C. Where a Special Permit is required for a Medical Marijuana Treatment Center, the Special Permit Granting Authority shall grant the Special Permit only upon its written determination that any adverse effects of the proposed use will not outweigh its beneficial impacts to the City or the neighborhood, in view of the particular characteristics of the site, and of the proposal in relation to that site. In addition to any specific factors that may be set forth in this Ordinance, the determination shall include consideration of each of the following:
1. Social, economic, or community needs which are served by the proposal;
 2. Traffic flow and safety, including parking and loading;
 3. Adequacy of utilities and other public services;
 4. Neighborhood character and social structures;
 5. Impacts on the natural environment;
 6. Potential fiscal impact, including impact on City services, tax base, and employment; and
 7. The ability for the Center to:
 - a. meet a demonstrated need;
 - b. provide a secure indoor waiting area for clients;
 - c. provide an adequate pick-up/drop-off area;

- d. provide adequate security measures to ensure that no individual participant will pose a direct threat to the health or safety of other individuals; and
- e. adequately address issues of traffic demand, parking, and queuing, especially at peak periods at the Center, and its impact on neighboring uses.

The Special Permit Granting Authority may require the applicant to provide a traffic study, at the applicant's expense, to establish the impacts of the peak traffic demand.

- D. A Medical Marijuana Treatment Center shall not be located:
1. within five thousand (5,000) feet of another Medical Marijuana Treatment Center;
 2. within five thousand (5,000) feet of a Narcotic Detoxification and/or Maintenance Facility, as defined in and regulated by the zoning ordinance of the City of Marlborough; nor,
 3. within one thousand (1,000) feet of:
 - a. a school (as defined in § 517-2 of the Code of the City of Marlborough, as amended) located within the City of Marlborough;
 - b. a recreational facility (as defined in § 517-2 of the Code of the City of Marlborough, as amended); or
 - c. a park (as defined in § 517-2 of the Code of the City of Marlborough, as amended).
 - d. an elderly housing facility (as defined in § 517-2 of the Code of the City of Marlborough, as amended); or
 - e. a retirement community (as defined in § 650-5 of the Zoning Ordinance of the City of Marlborough, as amended) located within the City of Marlborough.
- E. Nothing contained in Chapter 412 of the Code of the City of Marlborough, as amended, prohibiting the smoking, ingesting, or other use or consumption of marijuana in any place accessible to the public shall be construed as applying to the medical use of marijuana inside a Medical Marijuana Treatment Center.

4. The effective date of these amendments shall be January 1, 2013.

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

ORDERED: That the Communication from the Planning Board re: Results Way Mixed Use Overlay District, **MOVED TO REPORTS OF COMMITTEE**; adopted.

ORDERED: That the Agreement to Extend Time Limitations on the Application for Special Permit from Metro PCS, LLC to extend time limitations to install a wireless communication facility onto the existing building located at 98 Pleasant St. to March 31, 2013 until 12:59 PM, **APPROVED**; adopted.

Councilor Tunnera abstained

ORDERED: That the Agreement to Extend Time Limitations for Public Hearing on the Application for Special Permit from Construction Materials Service, Inc., to construct a new 2400 sq. ft. office building on a nonconforming property at 379 South St. to January 8, 2013 until 9:00 PM, Order No 12-1005236, **ACCEPT & FILE**; adopted.

ORDERED: That there being no objection thereto set **THE SECOND MEETING IN JANUARY, 2013**, as date for a **PUBLIC HEARING** for the Application of Crown Castle, on behalf of T-Mobile, to exchange six existing antennas on a cell tower, 445 Simarano Dr., refer to **WIRELESS COMMUNICATIONS COMMITTEE, AND ADVERTISE**; adopted.

ORDERED: That the Application for Taxi License, Yan Fang Ye, d/b/a Ye's Taxi, 20 Devens St., refer to **PUBLIC SERVICES COMMITTEE**; adopted.

ORDERED: That the Minutes, Community Development Authority, October 25, 2012, **FILE**; adopted.

ORDERED: That the Minutes, Planning Board, November 5, 2012, **FILE**; adopted.

ORDERED: That the Minutes, Traffic Commission, October 23, 2012, **FILE**; adopted.

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

A. Antonio Braga, 51 Christie Way, Apt 53L, pothole or other road defect

Reports of Committees:

Councilor Ossing reported the following out the Finance Committee:

Order No. 12-1005205 – Transfer \$277,099.00 from Economic Development to MEDC Funding. The Finance Committee reviewed the Mayor's letter dated October 25, 2012 requesting the transfer of \$277,099.00 from Economic Development to MEDC for funding their operations and special projects for the remainder of the fiscal year. **Recommendation of the Finance Committee is to approve the transfer 5 – 0.**

Order No. 12-1005203 – Transfer \$2,581,967.00 from Undesignated Funds to the School Department. The Finance Committee reviewed the Mayor's letter dated November 1, 2012 requesting the transfer of \$2,581,967.00 from Undesignated Funds to provide additional FY13 school department funding. **Recommendation of the Finance Committee is to approve the transfer 4 – 0 – 1.** (Councilor Oram abstained).

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

Order No. 12-1005154B - Communication from Attorney David Gadbois, representing Atlantic-Marlboro LLC of 205 Newbury Street, Framingham, Massachusetts 01701, owner of land which is the subject matter of Zoning Petition. The said land is shown on the City of Marlborough Assessors Map 101, Parcel 2. Atlantic-Marlboro LLC hereby petitions the City Council to amend the Zoning Code of the City of Marlborough Chapter 650 by adding to Article VI section 650-2 RESULTS WAY MIXED USE OVERLAY DISTRICT in accordance with the proposed change.

-REFER TO URBAN AFFAIRS, PLANNING BOARD AND ADVERTISE
PUBLIC HEARING: OCTOBER 15, 2012

The Chair updated the petitioners, Council and Committee on the progress of the proposal. At previous meetings, the Committee worked with MPAC and the petitioners on various parts of the plan, including small changes to the allowable uses and prohibited uses.

Chairman Elder reminded the petitioners they would prohibit marijuana facilities at the complex, and the petitioners agreed that prohibition would be added into the final language.

The Chair also updated the Council and Committee as to Site Plan, and assured everyone that the petitioners would be giving up significant control in the project to allow the Council to have more control and say over all aspects of the design.

Instead of providing affordable units on the property as required under current zoning, the petitioners agreed to provide funds to the City for the development and planning of affordable units within the city. The Chair stated this would be a better idea than putting money into an affordable fund as done in the past with other projects.

Motion by Councilor Clancy, seconded by the Chair, to recommend approval of the Atlantic Zoning Overlay Proposal, as amended, and to Suspend the Rules at the December 3, 2012 regular meeting to forward to the Solicitor to be placed in proper legal form. Motions were approved 5-0.

Suspension of Rules requested – granted

ORDERED: That the Collector's Office transfer request in the amount of \$4,631.00 which moves funds from Collector to Contract Services and Temporary Clerk to fund temporary help, **APPROVED**; adopted.

FROM:

Acct. # 11440001-50042	\$4,631.00
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Collector

TO:

Acct. # 11440004-53140	\$3,500.00
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Contract Services

Acct. # 11440002-50586	\$1,131.00
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Temporary Clerk

Council President Pope requested to be recorded in opposition

Suspension of Rules requested – granted

ORDERED: That the Senior Center transfer request in the amount of \$500,000.00 from Undesignated Funds to Senior Center to fund costs associated with design and engineering plans for a new Senior Center, **APPROVED**.

FROM:

Acct. # 10000-35900	\$500,000.00
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Undesignated Funds

TO:

Acct. # 19300006-53045	\$500,000.00
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Senior Center

Suspension of Rules requested – granted

ORDERED: Communication from Attorney David Gadbois, representing Atlantic-Marlboro LLC of 205 Newbury Street, Framingham, Massachusetts 01701, owner of land which is the subject matter of Zoning Petition. The said land is shown on the City of Marlborough Assessors Map 101, Parcel 2. Atlantic-Marlboro LLC hereby petitions the City Council to amend the Zoning Code of the City of Marlborough Chapter 650 by adding to Article VI section 650-2 RESULTS WAY MIXED USE OVERLAY DISTRICT, refer to **CITY SOLICITOR TO PLACE IN PROPER LEGAL FORM FOR THE DECEMBER 17, 2012 CITY COUNCIL MEETING**; adopted.

ORDERED: The Operations and Oversight Committee will investigate the reasons that various parts of the city have been having sporadic power outages, and what can be done to assure that our residents and businesses will have reliable electric service which is critical to all. The committee will endeavor to bring together whatever sources deemed appropriate for this purpose including representatives from National Grid, state officials, and local staff and officials. The goal will be to work collaboratively to find a quick resolution to this problem, and to inform the public of the city's progress in this regard, refer to **OPERATIONS AND OVERSIGHT COMMITTEE**; adopted.

ORDERED: That the Commissioner of Public Works prepare a written report for submittal to the Operations and Oversight Committee that includes all residential and non-residential properties located outside the limits of the city that are currently benefitting from City of Marlborough water and sewer services; said report to include the status of all payments due, dates of connection and authorization to do so. Further Ordered, that the Commissioner and City Solicitor work with the Operations and Oversight Committee to suggest changes to the water and sewer ordinances that would create a uniform process by which any properties existing outside the limits of the City of Marlborough are granted permission to connect to Marlborough's municipal water and sewer systems as well as a fee schedule that would properly compensate the city for the use of these valuable resources. Said report should be made available to all members of the City Council on or before January 17, 2013, **WITHDRAWN**; adopted.

ORDERED: That the Proposed Conveyance of a Portion of City-Owned property, 93 Framingham Rd. Recommendation of the Legislative and Legal Affairs Committee is to recommend conveyance to Melanson Development Group a portion of municipal property at 93 Framingham Rd together with the following orders from the City Solicitor in proper form, **TABLED UNTIL DECEMBER 17, 2012**; adopted.

[1ST ORDER]

ORDERED:

That the City Council of the City of Marlborough,

having been notified by the Commissioner of Public Works, pursuant to M.G.L. c. 40, § 15, that the City's fee interest in a portion of municipal property taken for sewer purposes and located in part off Framingham Road, and identified and described as a portion of the land shown as Parcel 93A on Map 93 of the Marlborough Assessors Map,

and being more particularly shown as "Parcel 'D'" on a plan entitled "Plan of Land in Marlborough, MA, Owner: Celeste Walker, Executrix, 990 Center Street, Apt. #2, Jamaica Plain, MA 02130-3029, Prepared for: Melanson Development Group, Inc., P.O. Box 564, Woburn, MA 01801; Prepared by: Bruce Saluk & Associates, Inc., Civil Engineers & Land Surveyors, 576 Boston Post Road East, Marlborough, MA 01752; Date: November 29, 2010; Scale: 1" = 40'," containing 24,032 square feet (0.55 acres), more or less, said plan to be recorded in the South Middlesex Registry of Deeds,

is no longer needed for such purposes,

hereby declares, by a simple majority vote pursuant to M.G.L. c. 30B, § 16(a), that the fee interest in said Parcel D is available for disposition by sale, with the following restrictions on the subsequent use of said Parcel D:

1. the City reserves to itself a perpetual public sewer easement in, under, upon and through said Parcel D, for the purposes of maintenance, repair, construction or reconstruction of public sewer lines; for the installation, repair or replacement of additional sewer pipes or any other municipal utilities or services; and for passive recreation purposes; and
2. the City also reserves the right to excavate or disturb ground without responsibility for repairing the surface, whether with loam or seed, and hereby prohibiting the grantee, its heirs, successors or assigns from planting, installing or maintaining any bushes, plants, trees or a structure of any kind in or about said Parcel D, unless approved in advance by written approval of the Commissioner of Public Works of the City of Marlborough.

The above declaration shall be null and void unless, on or before January 1, 2014, the Marlborough Planning Board, pursuant to Chapter 650-28 of the Marlborough zoning ordinance, has granted to Melanson Development Group, Inc. an open space development special permit which incorporates said Parcel D as described above.

ORDER NO 12-1005149B

[2ND ORDER]

ORDERED:

That the City Council of the City of Marlborough,

having declared in Order No. 12-1005149A, that the fee interest in said Parcel D is available for disposition by sale, with the use restrictions recited in said Order,

now hereby authorizes the Mayor, by a two-thirds vote pursuant to M.G.L. c. 40, § 15, to convey the City's fee interest in said Parcel D to Melanson Development Group, Inc., of 5 Robertson Way, Woburn, Middlesex County, Massachusetts, for at least the minimum amount of Thirty-Six Thousand and 00/100 (\$36,000.00) Dollars, and upon such other terms as the Mayor shall consider proper and consistent with the intent of this Order and at a sales price that would maximize the total economic return to the City.

ORDER NO 12-1005149C

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 8:28 PM.



IN CITY COUNCIL

DECEMBER 3, 2012

Marlborough, Mass., _____

ORDERED:

Now being the time set for the **JOINT TAX CLASSIFICATION PUBLIC HEARING** with the Board of Assessors on Monday, December 3, 2012 at 8:00 p.m. in Council Chambers, 2nd Floor, City Hall, 140 Main Street, Marlborough, MA to determine the percentage of the local tax levy to be borne by each class of property for Fiscal Year 2013. Massachusetts General Laws Chapter 40, Section 56 sets forth the procedures and responsibilities under the law.

MOTION MADE BY COUNCILOR OSSING TO CONTINUE THE JOINT TAX CLASSIFICATION PUBLIC HEARING UNTIL DECEMBER 17, 2012 AND ADVERTISE, SECONDED BY PRESIDENT POPE – CARRIES.

ADOPTED

ORDER NO. 12-1005245



IN CITY COUNCIL

NOVEMBER 26, 2012

Marlborough, Mass.,

ORDERED:

Be it ordained by the City Council of the City of Marlborough that the Code of the City of Marlborough, as most recently amended, be further amended by amending the Zoning Ordinance as follows:

- Adding to Section 650-5.B a definition for “Data Storage/Telecommunications Facility”, in alphabetical order, as follows:

DATA STORAGE/TELECOMMUNICATIONS FACILITY

A building for the operation, monitoring, and maintenance of data storage computers, telecommunications equipment and ancillary equipment, including appurtenant office space.

- Adding to the Table of Use Regulations, Section 650-17, a category for “Data Storage/Telecommunications Facilities” under “Industrial Uses”, as follows:

	Zoning District Abbreviations											
	RR	A-1	A-2	A-3	RB	RC	RCR	B	CA	LI	I	
Industrial Use												
Data storage/telecommunications facilities	N	N	N	N	N	N	N	N	N	N	Y	Y

- Adding to Section 650-48.A a new item (15) as follows:

(15) Data storage/telecommunications facilities shall provide one parking space for each 2,500 square feet of building area; provided, however, that the site plan for a data storage/telecommunications facility shall provide an area labeled as “Reserve Parking Area” on the site plan, to be maintained as existing natural vegetation or as landscaped area, said Reserve Parking Area to be sufficient in size to accommodate the parking requirements in existence at the time for an office use at the site.

Be and is herewith refer to **URBAN AFFAIRS COMMITTEE, PLANNING BOARD, ZONING BOARD AND ADVERTISE PUBLIC HEARING FOR DECEMBER 17, 2012**

ADOPTED

ORDER NO. 12-1005235



IN CITY COUNCIL

NOVEMBER 5, 2012

Marlborough, Mass., _____

ORDERED:

That there being no objection thereto set **MONDAY, DECEMBER 17, 2012**, as date for a **PUBLIC HEARING** for the Application for Special Permit from Cumberland Farms Inc., 412 & 418 Maple St. and Walker St. to construct a convenience store with gasoline sales on the subject parcels and to operate new facility from 5:00 AM to midnight, be and is herewith refer to **URBAN AFFAIRS COMMITTEE, AND ADVERTISE.**

ADOPTED

ORDER NO. 12-1005220
X-12-1005081



City of Marlborough
Office of the Mayor

2012 DEC 13 A 11:18 140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610
www.marlborough-ma.gov

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

December 13, 2012

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

Re: Transfer Request – Tax Levy

Honorable President Pope and Councilors:

Tonight the City Council will conduct its annual finalization for the FY2013 annual tax levy. As is the case each year, this process also includes establishing the “Residential Factor,” commonly referred to as “the Shift”, where a percentage of the annual tax responsibility can be reallocated among the different classes of properties.

I am forwarding to you the recommendation of Board of Assessors for your approval:

- **Residential Shift Factor: 1.47**
- **Residential Property Valuation: 67.5824 % total valuation**
- **Commercial, Industrial, Personal Valuation: 32.4176% total valuation**

In addition, to reduce the FY2012 tax levy, I am submitting for your approval the following transfer requests totaling \$411,651.00:

- 1) Transfer in the amount of \$34,850.00 from 27000-33020 (Sale of Graves) to offset the FY13 Tax Levy.
- 2) Transfer in the amount of \$376,801.00 from 61000-31200 (Aquifer Protection) to offset the FY13 Tax Levy.

I will be present at this meeting along with Assessor Bradford Dunn and Comptroller Thomas Abel to answer any questions you may have. Thank you in advance for your consideration.

Sincerely,

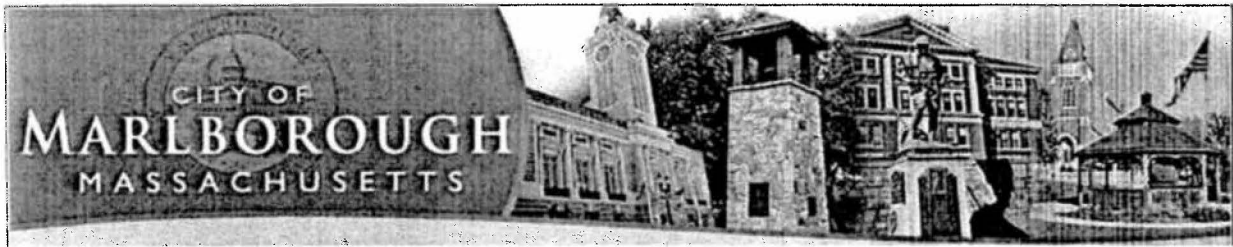
Arthur G. Vigeant
Mayor

TRANSFER REQUEST

Office of the Mayor

AVAILABLE BALANCE	AMOUNT	FROM ACCOUNT		TO ACCOUNT			AMOUNT AVAIL	
		ORG C	OBJECT	AMOUNT	ORG CODE	OBJECT		ACCOUNT DESCRIP
\$ 34,850.00	\$ 34,850.00	27000	33020	\$ 34,850.00			To Reduce FY 13 Tax Levy	
\$ 1,189,608.00	\$ 376,801.00	61000	31200	\$ 376,801.00			To Reduce FY 13 Tax Levy	
	Total			\$ 411,651.00				

Reason: Other funds used to reduce FY 13 tax levy



Fiscal Year 2013

Tax Classification Hearing

December 17, 2012

Marlborough Board of Assessors

Anthony C. Arruda, Jr.

Harald M. Scheid

Bradford Dunn

Introduction

Each year, prior to the mailing of 3rd quarter tax billings, the City Council holds a public hearing to determine the percentage of the city's property tax levy to be borne by each major property class. This responsibility and procedure are described in Chapter 40, Section 56 of the Massachusetts General Laws.

The steps in completing the Classification Hearing are outlined below. Also provided is information about the levy, property assessments, and recommendations made by the Board of Assessors.

Steps in Setting Tax Rates

Pre-classification Hearing Steps

Step 1: Determination of the property tax levy (Budget Process)

Step 2: Determine assessed valuations (Assessors)

Step 3: Tabulate assessed valuations by class (Assessors)

Classification Hearing Steps

Step 4: Classification hearing presentation (Assessors & Council)

Step 5: Determine tax shift options (City Council)

Step 6: Voting a tax shift factor (City Council)

Post Classification Hearing Steps

Step 7: Sign the LA-5 Classification Form (City Council)

Step 8: Send annual recap to DOR for tax rate approval (Assessors)

Step 9: Obtain DOR approval of tax rates (DOR)

Terminology

The following are definitions of the terms frequently used in the discussion of tax rates.

Levy: The tax levy (or levy) is the amount of property taxes to be raised. The levy amount is determined by the budget. The total amount of the approved budget less revenues from other sources like motor vehicle excise, municipal fees, and state aid is the amount to be raised from property taxation. In Marlborough, the levy to be raised is reported to the Assessors by the City Comptroller.

Levy Ceiling: The levy ceiling is 2.5 percent of the full value of the city. Based on the Marlborough aggregate valuation of \$4,460,028,237, the city cannot levy taxes in excess of \$111,500,706.

New Growth Revenue: Property taxes derived from newly taxable properties like new construction, additions, renovations, subdivisions, and personal property.

Levy Limit: Also referred to as the "maximum allowable levy", this is calculated by adding 2.5 percent of the previous year's levy limit plus new growth revenue for the present fiscal year to last year's levy limit. Exceeding the levy limit requires an override of Proposition 2 ½.

Excess Levy Capacity: Excess levy capacity is the difference between the levy and the levy limit.

The Fiscal Year 2013 Levy Limit and Amount to be Raised

The following is a calculation of Marlborough's levy limit for fiscal year 2013.

Fiscal year 2012 levy limit	\$108,330,504
Levy increase allowed under Prop. 2 ½	2,708,263
New growth revenue	2,396,289
Fiscal year 2013 levy limit	113,435,056
Levy ceiling	111,500,706
Levy to be raised	86,390,747
Excess levy capacity	\$25,109,959

Valuations by Class Before Tax Shift

<u>Major Property Class</u>	<u>Valuation</u>	<u>Percent</u>	<u>Res vs CIP%</u>	
Residential	3,014,193,456	67.5824	67.5824	30
Commercial	800,715,652	17.9532		
Industrial	386,916,439	8.6752	32.4176	70
Personal Property	258,202,690	5.7892		
TOTAL	4,460,028,237	100.0000		

Shifting the Tax Burden

Municipalities with a large commercial/industrial tax base often see fit to shift the tax burden to help maintain lower residential taxes. Marlborough is no exception.

The goal of classification hearings over the past decade has been to gradually reduce the amount by which taxes have been shifted to the commercial/industrial sector – this is in the interest of making Marlborough a more desirable place for developers to locate their businesses. Last year C/I property owners paid approximately 48 percent of the property taxes levied by the city. This year it is proposed that the C/I sector pay 47 percent of levied taxes with the remaining 53 percent being born by residential property owners.

Should City Council adopt a 1.47 shift factor, the corresponding residential factor would be 0.7746.

Tax Rates

Based on the above shift factors, the Board of Assessors has calculated the following tax rates needed to raise the tax levy:

<u>Property Class</u>	<u>FY2013</u>	<u>FY2012</u>
Residential	15.00	14.80
Commercial	28.46	29.04
Industrial	28.46	29.04
Personal Property	28.46	29.04

Note that these rates are estimates only and may change upon Department of Revenue review. Were Marlborough not to shift taxes, the uniform tax rate for all properties would be \$19.37 per \$1,000 valuation.

Tax Impacts

While the relatively modest change in tax rates is encouraging, actual property tax impacts will vary from property to property.

Single family home valuations have remained relatively unchanged and many condominium valuations have been reduced. On the other hand, most multi-family property valuations have been increased, reflecting a strong rental market.

Examples of Typical Residential Tax Changes

<u>Residential Class</u>	<u>FY12 Value</u>	<u>Avg. Tax</u>	<u>FY13 Value</u>	<u>Avg. Tax</u>	<u>Change</u>
Single Family Homes	302,400	\$4,476	302,700	\$4,541	\$65
Condominiums	152,700	2,260	142,700	2,140	-120
2 Family Homes	215,900	3,195	220,000	3,300	105
3 Family Homes	219,300	3,246	220,100	3,301	55
Apartment Buildings*	1,741,600	25,776	1,828,500	27,428	1,652

*Note – Apartment buildings will realize greater valuation increases due to the strong rental market.

Commercial and industrial valuation changes vary from property-to property. Tax changes vary too much to provide relevant information.

Recommendations

The Board of Assessors recommends that the City Council adopt a residential shift factor of 0.7746 with a corresponding CIP factor of 1.4700, thereby maintaining the City's objective of gradually lowering the relative tax burden born by commercial and industrial property owners.

Voting a Tax Shift Factor

The Marlborough City Council votes in accordance with M.G.L., Ch. 40, Sec. 56, as amended, the percentage of local tax levy which will be borne by each class of real and personal property, relative to setting the Fiscal Year 2013 tax rates and set the Residential Factor at 0.7746, with a corresponding CIP shift of 1.47, pending approval of the City's annual tax recap by the Massachusetts Department of Revenue.

Summary of Assessments (LA4)

<u>Property Type</u>	<u>Count</u>	<u>Residential</u>	<u>Commercial</u>	<u>Industrial</u>	<u>Personal Property</u>
101-Single Family	6,973	2,110,641,800	-0-	-0-	-0-
102-Condominiums	2,317	330,675,651	-0-	-0-	-0-
103,109-Misc Res	45	26,991,000	-0-	-0-	-0-
104-Two Family	795	174,930,461	-0-	-0-	-0-
105-Three Family	164	36,095,000	-0-	-0-	-0-
111-125-Apartments	157	287,077,231	-0-	-0-	-0-
130's-Vacant Land	907	25,503,600	-0-	-0-	-0-
012-043-Mixed Use	96	22,278,713	18,383,912	1,835,240	-0-
300-393-Commercial	569	-0-	781,437,260	-0-	-0-
400-452-Industrial	272	-0-	-0-	385,081,199	-0-
500-508-Pers. Prop.	977	-0-	-0-	-0-	258,202,690
600's-Forestry	1	-0-	625	-0-	-0-
700's-Agricultural	17	-0-	123,580	-0-	-0-
800's-Recreation	7	-0-	770,275	-0-	-0-
TOTAL BY CLASS	13,297	3,014,193,456	800,715,652	386,916,439	258,202,690
TOTAL TAXABLE PROPERTIES					4,460,028,237
TOTAL TAX EXEMPT PROPERTIES					446,544,220



City of Marlborough

Office of the Mayor

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

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

December 13, 2012

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

Re: Inter-municipal Agreement – Town of Sudbury

Honorable President Pope and Councilors:

The City Council approved an Inter-Municipal Agreement (IMA) between the Town of Sudbury and the City of Marlborough to staff their Veteran's Service office and assist with needed constituent services for a short period of time.

The Town of Sudbury has let my office know several times of their happiness with the level of services they have received from our Veteran's Service Director Gary Brown.

As the current IMA draws to a close, the possibility of exploring the creation of a state approved regional Veteran's Service District has been raised. My office has been working with the Town of Sudbury and the Commonwealth's Department of Veteran's Affairs to examine the feasibility of such a district and what it would mean for both communities.

In order to allow these conversations to proceed and to ensure that the veterans of Sudbury continue to receive the necessary services, I am seeking your approval for a second IMA that will allow us sufficient time to further explore this idea. For your convenience, I have enclosed a revised IMA.

If a regional district can be established in a manner that makes sense for both communities, I fully intend on engaging Councilor Rick Jenkins and the Veterans' Affairs Committee to solicit their input and advice on any proposal. Thank you in advance for your consideration.

Sincerely,

Arthur G. Vigeant
Mayor

VETERANS' SERVICES INTERMUNICIPAL AGREEMENT
Between the City of Marlborough and the Town of Sudbury

Pursuant to M.G.L. c. 40, § 4A, this Intermunicipal Agreement, approved by the Marlborough City Council and the Selectmen of the Town of Sudbury (the "Parties"), is hereby entered into and is effective from 5th day of November, 2012 by and between the City of Marlborough ("Marlborough") and the Town of Sudbury ("Sudbury") in accordance with the following terms:

1. Purpose And Duties: This agreement contractually enables Gary Brown, the Director of Marlborough's Veterans' Services Department (the "Director") to perform the duties of such office for Sudbury. The Director will maintain separate accurate and comprehensive records of all services performed for Sudbury.
2. Term: The term of this agreement shall be from January 2, 2013 until February 27, 2013. The Town of Sudbury and the City of Marlborough reserve the right to terminate this agreement at any point with at least (5) business days written notice.
3. Location and Time of Services: The Director shall perform his duties in an office to be provided by Sudbury. The Director will provide such duties during one day per week not to exceed six hours per day for the term of this agreement.
4. Salary and Benefits: The Director shall be an employee of Marlborough, and his salary and benefits will be paid by the City of Marlborough. Sudbury agrees to pay to Marlborough the amount of two-hundred dollars (\$200.00) per week, by check made payable to the City of Marlborough, c/o Comptroller, 140 Main Street, Marlborough, MA 01752, for the duration of this agreement.
5. Distribution of Benefits to Veterans: It is understood and agreed that the distribution of benefits payments to Veterans in Sudbury under M.G.L. c. 115 shall be paid by the Treasurer of Sudbury.
6. Amendments: The Parties may modify this Agreement only by a writing signed by both Parties.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2012.

City of Marlborough

Town of Sudbury

Arthur G. Vigeant, Mayor

Maureen Valente, Town Manager



City of Marlborough
Office of the Mayor

CITY OF MARLBOROUGH
CITY OF MARLBOROUGH

2012 DEC 13 AM 11:16

140 Main Street

Marlborough, Massachusetts 01752

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

www.marlborough-ma.gov

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

December 13, 2012

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

Re: Municipal Aggregation

Honorable President Pope and Councilors:

At your November 5, 2012 meeting I informed you of my decision to suspend our city's municipal aggregation program due to the simple fact that the existing price structure was not saving our residents any money on their electric utility.

I now seek the advice and opinion of the City Council regarding the status of the City's contract with Colonial Power Group (CPG), who has acted as the city's aggregation broker. Our current contract with CPG expired with the participating consumers first meter read date after November 1, 2012 (i.e., the contract is now expired). However, the city does have a one year renewal option to exercise at its sole discretion.

I have been informed by Chief Procurement Officer Beverly Sleeper that if the City wishes to entertain any new suppliers in the future, the City Council order which provides a specific list of suppliers for the City's program would need to be amended to include "other suppliers" as they may become available to bid.

National Grid is expected to release new default rates in March. If it is the Council's intent to consider aggregation in the future to explore the possibility of securing lower rates for our community, we need to be ready to act swiftly by that time.

I know that some Councilors have expressed a desire to address this matter through the committee process and I want you to know that I look forward to working with you and hearing your ideas or suggestions as to how we should move forward.

Sincerely,

Arthur G. Vigeant
Mayor

City of Marlborough



Marlborough, MA 01752

City Clerk
Contractor
X Legal
Department
Auditor

CONSULTANT AGREEMENT FOR MANAGEMENT OF THE CITY'S MUNICIPAL AGGREGATION PROGRAM AND ENERGY RELATED SERVICES

This Consultant Agreement is made and entered into this 20th day of October 2011, by and between the City of Marlborough, a municipal corporation having its principal place of business at 140 Main Street, Marlborough, MA 01752 (hereinafter, the "City") as represented by the Mayor acting for and on behalf of the City who signs these presents in her official capacity and incurs no liability in her individual capacity, and Colonial Power Group, Inc., a Massachusetts corporation having its principal place of business at 277 Main Street, Suite 208, Marlborough, MA 01752 (hereinafter, the "Consultant") It is agreed between the parties hereto as follows:

- 1. SCOPE OF SERVICES, DELIVERABLES.** Consultant will represent the City in obtaining energy supply offers, evaluating offers, and assisting in contract negotiations or otherwise advising on energy related matters (collectively the "Services") for managing the City's Municipal Aggregation Program as outlined in the Specifications and the Request for Proposals.
- 2. CONTRACTUAL RELATIONSHIP.** The Consultant shall provide services described in the contract documents, which shall be as detailed in the specifications contained in the Invitation for Bids which are incorporated herein and made a part hereto, including all addenda issued prior to execution of this Agreement. While so performing the services under this Agreement, Consultant and the City agree, understand and recognize that pursuant to §148B of chapter 149 of the General Laws, Consultant is: (1) free from control and direction in connection with the performance of the service, both under this Agreement and in fact; and (2) the service is performed outside the usual course of the business of the City; and, (3) the Consultant is customarily engaged in an independently established trade, occupation, profession or business of the same nature as that involved in the execution of the service.
- 3. APPLICABLE LAW.** This Agreement shall be construed in accordance with the Uniform Procurement Act, Chapter 30B, and other laws of the Commonwealth of Massachusetts.
- 4. COMPENSATION FOR SERVICES.** The Consultant shall receive a price of \$0.001 kWh per kilowatt hour ("kWh"). Said price per kwh shall be the complete price for all services and expenses incurred by the Consultant, and shall be paid directly to the Consultant by the supplier of electric power [Or alternative payment mechanism accepted by the City].
- 5. LICENSES, PERMITS OR SIMILAR LEGAL AUTHORIZATIONS.** The Consultant, at no expense to the City, shall secure and maintain in full force and effect during the term of this Agreement all required licenses, permits, and similar legal authorizations, and comply with all related requirements.

6. REQUIRED CERTIFICATIONS. The Consultant has provided certification of tax compliance in accordance with M.G.L. Chapter 62C, § 49A and certification of unemployment contribution or payments in lieu of contributions in accordance with M.G.L. Chapter 151A, §19A.

7. DEBARMENT. The Consultant certifies under penalty of perjury that the said undersigned is not presently debarred from entering into a public contract in the Commonwealth of Massachusetts under the provisions of § 29F of Chapter 29, § 25A of Chapter 152, or any other applicable debarment provisions of any other chapter of the Massachusetts General Laws or any rule or regulation promulgated thereunder.

8. INDEMNIFICATION. The Consultant, at its expense, shall to the maximum extent permitted by law, indemnify and save harmless the City of Marlborough, its officers, agents and employees from and against any and all damages, liabilities, actions, suits, proceedings, claims, demands, losses, costs, and expenses (including reasonable attorney's fees) for any personal injury or property damage or other damages that the City may sustain which arise out of or in connection with the Consultant's performance of a Contract, by the Consultant, its employees, or agents, including but not limited to negligence and/or reckless or intentional conduct of the Consultant, its agents, officers, employees, sub-consultants, or subcontractors. The existence of insurance shall in no way limit the scope of this indemnification. Consultant further agrees to reimburse the City of Marlborough for damage to the City's property caused by the Consultant, its employees or agents, unless damage is caused by the City of Marlborough's gross negligence or willful misconduct. The Consultant shall at no time be considered an agent or representative of the City. After prompt notification of a claim by the City, the Consultant shall have an opportunity to participate in the defense of such claim and any negotiated settlement agreement or judgment. The City shall not be liable for any costs incurred by the Consultant arising under this paragraph.

9. INSURANCE. Consultant to provide **Certificate of Insurance as required by the limits specified below, naming the City of Marlborough as an additional insured. Any exclusion must be clearly identified on the Certificate.** Insurance Certificate to be forwarded to: City of Marlborough, Attn: Beverly J. Sleeper, Chief Procurement Officer, 140 Main Street, 4th Floor, Marlborough, MA 01752. Notice shall be made as hereinbefore provided.

The Consultant shall obtain the insurance coverage described below for the term of the Contract.

Commercial General Liability Insurance. The Consultant shall take out and maintain at its own expense during the life of the Contract, commercial (comprehensive) general liability insurance insuring the Consultant against all claims for personal and bodily injury, death or damage to property which may be claimed to have occurred in connection with the performance of the Contract by the Consultant. Said insurance shall be written on an occurrence basis to afford protection in an amount not less than with the limits of: One Million Dollars (\$1,000,000.00) C.S.L. for personal and bodily injury and death, Three Million Dollars (\$3,000,000) aggregate for each occurrence; and for property damage, One Million Dollars (\$1,000,000) each occurrence, Three Million Dollars (\$3,000,000) in the aggregate; with a so-called "broad form" endorsement and contractual liability coverage insuring the performance by the Consultant of the indemnity agreement set forth in the City's Terms and Conditions. Said insurance policy shall name the City of Marlborough as an "additional insured".

Umbrella/Excess Liability Insurance (if applicable). The Consultant shall take out and maintain at its own expense during the life of this Contract, umbrella/excess liability insurance in the amount of One Million Dollars (\$1,000,000) or other such amount to satisfy the limits required under Commercial General Liability coverage. Said insurance policy shall follow form to General Liability and Vehicle Liability insurance.

Vehicle Liability Insurance, (if applicable). The Consultant shall take out and maintain at its own expense during the life of this Contract vehicle liability insurance in the following amounts: Comprehensive Automobile Liability Insurance, including coverage for owned, hired or borrowed autos, with limits of One Million Dollars (\$1,000,000.00) C.S.L. Said insurance policy shall name the City of Marlborough as an "additional insured".

Workers Compensation Insurance. The Consultant shall, before commencing performance of this Contract, provide by insurance for the payment of compensation and the furnishing of other benefits under General Laws Chapter 152, as amended, to all persons to be employed under the Contract, and the Consultant shall continue such insurance in full force and effect during the term of the Contract. Proof of compliance with the aforesaid stipulations shall be furnished to the City upon notice of the award of this contract by submitting a properly endorsed insurance certificate issued by a company authorized to write Workmen's Compensation Insurance policies in the Commonwealth of Massachusetts. Workers' Compensation coverage (per Massachusetts law) and Employer's Liability coverage: Coverage A at statutory limits and Coverage B at limits of \$500,000/\$500,000/\$500,000. **If Consultant is exempt from carrying a workers' compensation policy covering the undersigned corporate officer(s) or director(s), an Affidavit of Exemption for Certain Corporate Officers or Directors shall be submitted to the Chief Procurement Officer in lieu of evidence of a workers' compensation insurance coverage.**

Insurance Policy Requirements.

All policies shall include the City of Marlborough as an additional insured unless specifically exempted by law. The insurance specified in this section shall provide that such insurance applying to the City shall be primary with respect to the Consultant's activities under the Contract and the City's own insurance shall be non-contributing. All the insurance will be issued by a responsible insurance company licensed and authorized to do business in Massachusetts. Prior to execution of the Contract by the City, the Consultant shall provide the City with a certificate(s) of insurance for all policies of insurance required under this Contract. Consultant shall provide the City with a certificate evidencing renewal of each policy at least thirty (30) calendar days before the expiration thereof. Each certificate of insurance shall provide that it shall not be canceled, reduced or changed without at least thirty (30) calendar days prior written notice to the City. Certificate Holder shall be: City Of Marlborough, Attn: Chief Procurement Officer, 140 Main Street -4th Floor, Marlborough, MA 01752.

10. CONFLICT OF INTEREST PROHIBITED. Consultant covenants that it has taken no action in connection with the award of this Agreement which would be a violation of the provisions of M.G.L. Chapter 268A, the Conflict of Interest statute, and that in the event that the City determines that any such violation has occurred, it shall be a material breach of this Agreement. Further, the City may terminate this Agreement immediately, with notice after the fact to the Consultant, whether or not any enforcement activities have been undertaken or completed by any enforcement agency of the Commonwealth of Massachusetts.

Termination of this Agreement pursuant to this section shall not waive any claims for damages that the City may have against the Consultant resulting from the Consultant's violation of the terms of this Agreement.

The Consultant agrees that to the extent that such law is applicable to the duties it is to perform hereunder, it will comply with the provisions of Chapter 268A of the General Laws concerning conflict of interest. The Consultant covenants that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with Chapter 268A or with the performance of service required to be performed under this Agreement.

11. **ASSIGNMENT PROHIBITED.** Consultant agrees that it will not be permitted to assign or underlet the contract, nor assign either legally or equitably, any monies hereunder, or its claim thereto, without the previous written consent of the Chief Procurement Officer or Mayor.

12. **AMENDMENTS OR CHANGES.** Any amendments or changes to this Agreement must be in writing, in compliance with M.G.L. Chapter 30B, and signed by officials with authority to bind the Consultant and the City.


13. **PROCUREMENT ERRORS.** If errors in the procurement or bidding laws or regulations of the Commonwealth, whether said errors were made by the Consultant or the City, are found to exist by any agency of the Commonwealth or by any court of competent jurisdiction or by the City, this Agreement shall become null and void.

14. **TERMINATION.** This Agreement shall terminate on the date specified in this Agreement, unless this date is properly amended in accordance with all applicable laws and regulations prior to this date, or unless terminated under this Section upon prior written notice to the Consultant. Either party may terminate this Agreement at any time giving thirty (30) calendar days' written notice to the other party of its intention to terminate as of the date specified in the notice; provided however, that it is further agreed by the Consultant that any breach by the Consultant of the provisions of this Agreement and its incorporated attachments shall be sufficient cause for the City to terminate this Agreement five (5) calendar days after the date of a written notice to the Consultant. Consultant agrees that abandonment or delay of services, or the supply of reports after the date of execution of this Agreement, shall be a breach of this Agreement. The City may, by whatever legal remedies are available to it, complete or cause to be complete, the work or services and the Consultant shall bear full responsibility of the entire cost of completing the terms of the Agreement and agrees to pay to the City any losses, damages, costs and expenses, including attorney's fees, sustained or incurred by the City by reason of any of the foregoing causes.

15. **NOTICES.** It is agreed that the responsible parties to receive any notices under this Agreement are [insert name and company] and the Mayor for the City of Marlborough. All notices, consents, waivers or other communications which are required or permitted hereunder shall be sufficient if given in writing and delivered personally or by sending a copy thereof by U.S. Mail, postage prepaid to the address stated above, or by facsimile transmission (followed by the original) to the facsimile telephone number provided.

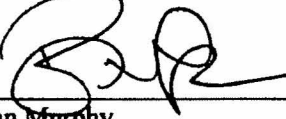
16. **SEVERABILITY.** And it is further agreed by the Consultant and the City that the provisions of this Agreement are severable. If any provision of this Agreement is held invalid or if any court of competent jurisdiction holds any provision unlawful or not legal, the remaining provisions shall remain in effect.

17. **ENTIRE AGREEMENT CLAUSE.** The City and Consultant agree that this Agreement and its attachments constitute the entire Agreement between the City and Consultant, and no other binding agreement exist other than those incorporated herein.

 18. **TERM.** It is agreed the term of this Agreement shall be twelve consecutive months commencing as of participating consumers' first meter read date after December 1, 2011 and terminating with the participating consumers' first meter read date after November 1, 2012, with options to renew for up to four (4) additional twelve (12) consecutive month terms, in the City's sole discretion. The total contract term, including any renewal options is five (5) years. These options are exercisable solely at the City's discretion. It is understood and agreed that there is no financial contractual obligation of the City in this Agreement or in any years subsequent to the fiscal year in which this Agreement is executed.

IN WITNESS WHEREOF, the said Consultant, and the said City hereto set our hands and seals.

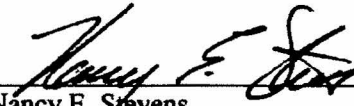
FOR COLONIAL POWER GROUP, INC.
BY ITS PRESIDENT:



Brian Murphy

Date: 10.21.11

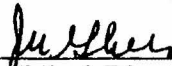
FOR THE CITY OF MARLBOROUGH
BY ITS MAYOR:



Nancy E. Stevens

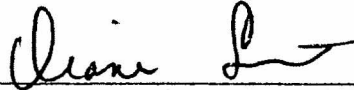
Date: 10/27/11

DEPARTMENT HEAD:



John Ghiloni, Director of Public Facilities

APPROVED AS TO FUNDING SOURCE:



Diane Smith, City Auditor, who certifies, that the proposed expenditure is not in excess of the appropriation or the unexpended balance thereof as this contract has no cost to the City. The management fee is paid by the supplier under agreement with the City.
Requisition/PO# N/A

APPROVED AS TO PROCUREMENT
LAW:



Beverly J. Sleeper, Chief Procurement Officer, who certifies that the services pursuant to this contract were, to the best of her belief and knowledge, procured pursuant M.G.L. c.30B or Exemption: 30B, 1(b)(32)

Contract # _____

APPROVED AS TO FORM:

Donald V. Rider, Jr., Solicitor OR



Cynthia Panagore Griffin, Asst. City Solicitor

CITY OF MARLBOROUGH



PRICE PROPOSAL FORM
CONSULTANT MANAGEMENT FEE FOR
MUNICIPAL AGGREGATION PROGRAM
AND ENERGY RELATED SERVICES

NAME OF CONSULTANT: Colonial Power Group, Inc.

ADDRESS: 277 Main Street, Suite 308

CITY/STATE/ZIP: Marlborough, MA 01752

TELEPHONE: 508 485 5858 **FAX:** 508 485 5854

EMAIL: brian@colonialpowergroup.com

TOTAL FEE: \$.001 mils per kWh of electricity used by those eligible consumers enrolled in the City's Municipal Aggregation Program.

Alternative payment method:

I acknowledge that the City of Marlborough, as the Awarding Authority, reserves the right to reject in whole or in part any and all proposals, if the City determines that rejection serves the best interests of the City. Further, I acknowledge any contract will be awarded to the responsive and responsible proposer offering the most advantageous proposal taking into consideration all evaluation criteria as well as price per kilowatt hour ("kWh") fee for all services required pursuant to this Request for Proposals and the City's decision is final to the extent allowed pursuant to M.G.L. c.30B, as amended.

By my signature, I acknowledge receipt of the following ADDENDA (if any) to this Request for

Proposals:

Addendum # _____ through Addendum # _____

[Type text]

I, the undersigned, do hereby certify:

- (a) that the certifications required by this Request For Proposals are included with the Non-Price (Technical) Proposal, completed, and signed by an authorized official of the Proposer;
- (b) that all services for which the Proposer offered a proposal are available;
- (c) that the only parties interested in this Proposal as principals are named herein;
- (d) that, if awarded a Contract by the City, any conflict or potential conflict of interest under M.G.L. c.268A will be removed by the Proposer prior to entering into a contract with the City;
- (e) that I have carefully examined the proposed scope of services and all conditions existing so as to be fully informed and satisfied as to the intent and meaning of all contract documents and the proposed services to be rendered;
- (f) that the Proposer will enter into a contract with the City to deliver all the services as required and specified in the contract, in the manner and time prescribed therein; and
- (g) and that the Proposer will take in full payment for all services to be rendered hereunder the price applicable to the services as stated above and said payment shall be made to the Proposer as the selected Consultant for the City by the supplier of electrical power, with no costs to the City during any contract term.

AUTHORIZED SIGNATURE: _____



PRINT NAME: Brian Murphy, President

DATE: 9.28.18

A proposal must be signed as follows:

- 1) if the proposer is an individual, by her/him personally;
- 2) if the proposer is a partnership, by the name of the partnership, followed by the signature of each general partner; and
- 3) if the proposer is a corporation, by the authorized officer, whose signature must be attested to by the Clerk/Secretary of the corporation and the corporate seal affixed.

[THIS FORM TO BE SUBMITTED IN A SEPARATELY SEALED ENVELOPE.]

[Type text]

RESPONSE TO THE

**CITY OF MARLBOROUGH'S
MUNICIPAL AGGREGATION PROGRAM**

REQUEST FOR PROPOSAL

BY

COLONIAL POWER GROUP, INC.

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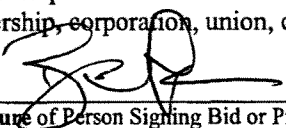
ATTACHMENTS

Affidavit of Exemption – Form 153

Broker's License

REQUIRED CERTIFICATIONS

1. Certification of Good Faith. Pursuant to M.G.L. c. 30B, §10, the undersigned certifies under penalties of perjury that this bid or proposal has been made and submitted in good faith and without collusion or fraud with any other person. As used in this certification, the word "person" shall mean any natural person, business, partnership, corporation, union, committee, club, or other organization, entity, or group of individuals.



Signature of Person Signing Bid or Proposal

Brian Murphy, President

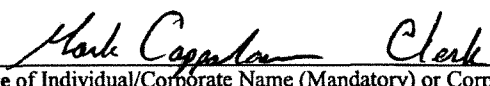
Name and Title (Typed)

Colonial Power Group, Inc.

Company Name

Date: 9.28.11

2. Certification that State Taxes are Filed and Paid: Pursuant to M.G.L. c. 62C, §49A, I certify under the penalties of perjury that, to the best of my knowledge and belief, I am in compliance with all laws of the Commonwealth relating to taxes, reporting of employees and contractors, and withholding and remitting child support.



Signature of Individual/Corporate Name (Mandatory) or Corporate Officer (Mandatory, if applicable)

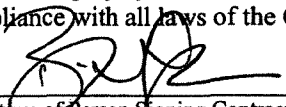
16-1625665

Social Security Number (Voluntary) or Federal Identification Number

Date: _____

Approval of a contract or other agreement will not be granted unless this certification clause is signed by the applicant(s). Your Social Security Number will be furnished to the Massachusetts Department of Revenue to determine whether you have met tax filing or tax payment obligations. Providers who fail to correct their non-filing or delinquency will not have a contract or other agreement issued, renewed, or extended.

3. Unemployment Contribution Certification: Pursuant to M.G.L. c. 151A, §19A, I certify under the penalties of perjury that, to the best of my knowledge and belief, said individual/corporation/company is in compliance with all laws of the Commonwealth relating to contributions and payments in lieu of contributions.



Signature of Person Signing Contract

Brian Murphy, President

Name and Title (Typed)

Colonial Power Group, Inc.

Company Name


Date: 9.28.11

CERTIFICATE OF VOTE

I, Mark Cappadona, Clerk of Colonial Power Group, Inc. hereby certify that, at a meeting of the Board of Directors of said Corporation duly held on 9.21.11 which date is earlier than the contract to which this certificate is incorporated by reference, 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 Brian Murphy [*Name of Officer Authorized to Sign for Corporation*] be and hereby is authorized, directed and empowered for, in the name of and on behalf of this corporation, to sign, seal with the corporate seal, execute, acknowledge and deliver other obligations of this Corporation; the execution of any such contract, bond or obligation by such Brian Murphy [*Name of Officer*] to be valid and binding upon this Corporation for all purposes, and that a certificate of the Clerk of this Corporation setting forth this vote shall be delivered to the Awarding Authority; 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 by the Clerk of this Corporation is delivered to the Awarding Authority.”

I, further certify that Brian Murphy is the duly-elected President of said corporation.
[Name of Officer] [Title]

Signed: 
[Clerk-Secretary]

Place of Business: 277 Main Street, Suite 308, Marlborough, MA 01752

Date of Contract: 9.28.11

AFFIX CORPORATE SEAL

Countersignature:  PRESIDENT
[Name and Title of Officer]

[In the event that the Clerk or Secretary is the same person as the Officer authorized to sign that contract or other instrument for the Corporation, this Certificate must be counter signed by another officer of the Corporation.]

REFERENCE FORM

Submitter: Colonial Power Group, Inc.

IFB/RFP Title: **CITY OF MARLBOROUGH'S MUNICIPAL AGGREGATION PROGRAM**

Submitter must provide references for CURRENT CONSUMERS, preferably municipalities.

Reference:	<u>Town of Ashland</u>	Contact:	<u>John Petrin</u>
Address:	<u>101 Main Street</u> <u>Ashland, MA 01721</u>	Phone:	<u>(508) 881-0100</u>
		Fax:	<u>(508) 231-1503</u>

Description and Date(s) of Supplies or Services Provided:
Develop, implement and administer Ashland's Community Choice Power Supply Program
June 2010-present

Reference:	<u>Town of Lunenburg</u>	Contact:	<u>Kerry Speidel</u>
Address:	<u>17 Main Street</u> <u>Lunenburg, MA 01462</u>	Phone:	<u>(978) 582-4144</u>
		Fax:	<u>(978) 582-4148</u>

Description and Date(s) of Supplies or Services Provided:
Develop, implement and administer Lunenburg's Community Choice Power Supply Program
June 2010-present

Reference:	<u>Town of Lanesborough</u>	Contact:	<u>Paul Boudreau</u>
Address:	<u>83 N. Main Street</u> <u>Lanesborough, MA 01237</u>	Phone:	<u>(413) 442-1167</u>
		Fax:	<u>(413) 443-5811</u>

Description and Date(s) of Supplies or Services Provided:
Develop, implement and administer Lanesborough's Community Choice Power Supply Program
November 2009-present

[Make additional copies as necessary or submit in similar format.]

2 SCOPE OF SERVICES

2.1 LEGISLATIVE RESEARCH

Colonial Power Group, Inc. (CPG) has assiduously researched and reviewed all state legislation directly and indirectly related to municipal aggregation, as well as any past and pending matters before the Massachusetts Department of Public Utilities (DPU). CPG currently monitors federal legislation and the decisions of the Federal Energy Regulatory Commission (FERC) and ISO New England (ISO-NE) as they relate to municipal aggregation. CPG will continue to review and monitor any subsequent amendments to any state legislation (e.g., the Green Communities Act of 2008).

2.2 MANAGEMENT OF MUNICIPAL AGGREGATION PROGRAM

CPG possesses the thorough understanding of load profiling, power procurement and pricing issues required to perform the essential functions of operating the City of Marlborough's ("City") Municipal Aggregation Program approved pursuant to §134 of Chapter 164 of the Massachusetts General Laws. This Program will be known as Marlborough's Community Choice Power Supply Program ("Program"). CPG looks forward to the responsibility for all technical and legal aspects of analyzing load data, administering the Request for Proposal (RFP) process, leading negotiations with Competitive Suppliers and providing ongoing management and monitoring on behalf of the City's interested eligible consumers.

2.3 SERVICE PLAN

CPG shall continually report to the City the types of services and goals identified by the Local Distributor to CPG and make recommendations to the City of inclusion in its contract with its suppliers.

CPG will submit to the City a Service Plan that includes:

- a) Analysis of historic and projected power supply needs;
- b) Assistance to the City with notifying the Local Distributor about issues brought to the attention of the City for projections of future power supply needs
- c) Engineering and evaluation assessments of the distribution and transmission system
- d) Working with Local Distributor to identify possible "bottlenecks", needs for upgrades or economic factors.

CPG shall meet and report to City Officials, including but not limited to, planning, economic and/or engineering departments of the City as to the service needs for the eligible consumers of Marlborough.

2.4 MUNICIPAL AGGREGATION FOR ALL CONSUMER CLASSES

CPG will identify options for obtaining and implementing a power supply contract for all consumer classes based on historic and projected power supply needs. This will include identification of options for administering the City's Program and identification of competitive suppliers capable of serving the City's load.

2.5 PREPARATION AND ISSUANCE OF RFP FOR POWER SUPPLY

CPG has experience developing and releasing an RFP for power supply (including energy-related or ancillary services desired) for specific review and approval by the City. Any future RFPs issued by CPG on behalf of the City shall include, but not be limited to, the specific services and service features solicited. In general, the procurement document shall include several components:

- a) Description of the load aggregation (potential size of the aggregated load and the number of eligible consumers and/or accounts)
- b) Services and features desired by the participants
- c) Qualification criteria required in order to have a bid considered, if supplier is not already pre-approved by the City Council
- d) Criteria used to select the Competitive Supplier
- e) Essential provisions of the standard contract between the chosen Competitive Supplier and the City on behalf of the participating consumers
- f) Term of service

CPG will solicit bids from suppliers pre-approved by the City Council, as amended from time to time, as follows:

Consolidate Edison Solutions ("ConEd Solutions")
Direct Energy
Dominion Retail
GEXA Energy LLC
Hess Corp
Constellation
Easy Energy LLC
GDF SUEZ Energy North America
Halifax – American Operating Co.
Hampshire Council of Governments
Integrus Energy Services, Inc.
Noble Americas Energy Solutions
Patriot Energy Group
TransCanada Power Marketing Ltd.

CPG shall ensure when accepting bids from Competitive Suppliers, that each bidder has included with their responses a Certificate of Non-Collusion, signed by a bidder, stating his/her bid is made freely without consultation with any other bidder and a signed State

Taxes Certification form demonstrating compliance with the Commonwealth of Massachusetts tax laws.

CPG shall assist the City with the review and analysis of all responsive and responsible bids from Competitive Suppliers, and shall be responsible for recommending the bid that is in the best interests of the City and meets the goals of the City's Program. Bids from Competitive Suppliers shall be evaluated based on price, reputation of Competitive Supplier, quality of Competitive Supplier's service, extent to which service meets the City's needs, Competitive Supplier's past relationship with the City, and previous work experience with governmental agencies. The City may have outside legal counsel review such a recommendation.

CPG shall require performance guarantees such as performance bond, parent or affiliate guarantee, letter of credit or deposit of cash or securities present to ensure performance, and determine whether or not restrictions are placed on the guarantees.

CPG shall obtain and verify references for similar supply contracts, if available.

Any RFP issued by CPG on behalf of the City shall be reviewed and approved by the Mayor.

2.6 NEGOTIATIONS FOR POWER SUPPLY

CPG shall act as the City's broker during a procurement process. CPG shall provide all technical and legal services during the negotiations and terms of any contract procured by CPG with prospective Competitive Suppliers. CPG will ensure that the maximum allowable assignment of any "change in law impact" on the supplier does not exceed the first \$.004/kWh without the express, written approval of the Mayor and Chief Procurement Officer.

No contract negotiated shall allow the pass through of any additional cost for the impact of localized congestion charges or localized capacity charges without the express, written approval of the Mayor. Any negotiations shall include a requirement that billing for the provider shall be included in the electric bill from National Grid ("Local Distributor"), its successors and assigns. Nothing herein shall preclude the City from having outside legal counsel review the terms and conditions of any negotiated contract.

2.7 CONSUMER ENROLLMENT / TRANSITION PROCESS

After approval of the price and term of the agreement by the Mayor with a Competitive Supplier, CPG shall take all measures necessary to effectuate the transfer of participating consumer data from the Local Distributor to the new Competitive Supplier. CPG has established procedures to respond to:

a) Consumer Queries and Issues

CPG has handled these issues for the City of Marlborough in the past. Since eligible Marlborough consumers were notified of the program in May 2007 and

November 2008, CPG has been solving problems and answering eligible consumer inquiries.

b) **Competitive Supplier Issues**

CPG has excellent working relationships with all Competitive Suppliers that have expressed interest in serving aggregated municipalities regarding resolutions of participating consumer issues. CPG also tracks the corporate health and bond rating of these Competitive Suppliers.

c) **Local Distributor Issues**

CPG has cooperated with local utilities to devise smooth procedures to resolve participating consumer issues. CPG will cooperate with the Local Distributor to resolve participating consumer issues, should they arise.

d) **Media Queries**

CPG has had experience developing press releases for the City of Marlborough and the Towns of Ashland, Lunenburg and Lanesborough in the past and is well-poised to perform the same services for the City. .

e) **Governmental Shifts and Proposed Policy Changes**

CPG has (as indicated above in Section 3.1) remained abreast of all governmental issues as they relate to municipal aggregation and can work with the City in refining its policy on municipal aggregation.

2.8 PUBLIC EDUCATION AND NOTIFICATION

CPG will prepare all informational and educational materials for the general public and for the media, subject to the approval of the Mayor, including meetings with representative from the media. All costs associated with the Program for consumers shall be borne by the supplier under contract with the City. CPG hereby includes a recommended public education and information strategy to be used as part of the Program.

CPG will carry on a general education program through the media, general mailings, targeted mailings, public postings and electronic communications. CPG has formulated specific education and information plans for the Program. Given the purpose of this RFP, the description below describes the information and educational activities related to the Program.

The Program's Education and Information Plan ("Education Plan") focuses on:

- a) Informing eligible consumers about the competitive market and options available
- b) Easing the transition to a Competitive Supplier under the Program
- c) Assuring eligible consumers are well aware of their rights to participate or opt-out

The Education Plan is specifically designed to meet the information needs of eligible consumers and legal requirements regarding initial notification, quarterly notifications,

and other notifications required by law. CPG maintains its own website that will offer information for eligible consumers on the City's Program and electric industry restructuring and that will provide links to other related websites.

The timing of the Education Plan will match the phase-in of service. The Education Plan will not begin until just prior to the initiation of service to participating consumers, and will be carried out over the term of the phase-in process. Each specific communication required is discussed below.

Required Initial Notification of Service

CPG and the Competitive Supplier will provide, through direct mail, an advance notice of the initiation of power supply approximately 30 days prior to the start of service date.

This notification will be sent to eligible consumers on Basic Service in each rate class. As required by law, the notification will:

- a) Inform eligible consumers they have the right to opt-out of the aggregated entity prior to the start of service, or, if they do not opt-out, may return to Standard Offer Service at no penalty at any time after the start of service; and,
- b) Prominently state all charges to be made and compare the price and terms of the City's contract to the price and terms of the Local Distributor's Basic Service rate; and,
- c) Explain how to opt-out; and,
- d) State how to access the Basic Service rate

The notification will consist of a letter to eligible consumers on Basic Service and an accompanying pre-addressed postcard with a signature line to opt-out. The card will be addressed for return to the Competitive Supplier. The names of eligible consumers who opt-out will be removed from the transition list. A participating consumer wishing to opt-out and return to Basic Service after the transition date may call the Competitive Supplier, the Local Distributor, or CPG to opt-out.

Required Quarterly Notification

Under 220 CMR 11.06(2)(d), a Competitive Supplier is required to provide quarterly notifications to participating consumers that contain information about "fuel mix, emissions and labor characteristics associated with the Competitive Supplier's company resource portfolio." In a municipal aggregation program, this quarterly notification requirement adds significantly to program postage and mailing costs (approximately \$25,000 annually for 15,000 participating consumers, based on discussions about mailing costs with ConEdison Solutions, the Competitive Supplier for the City of Marlborough). The City and its Competitive Supplier can communicate this required information more effectively through other means than a direct mailing. Because the City comprises a distinct geographic and marketing region, this offers an opportunity to communicate some of the required quarterly notification information with greater visibility than a direct mailing. Information on fuel sources, emissions, and labor characteristics can be

communicated on a regular basis to participating consumers in the City via overlapping vehicles to gain maximum penetration of the information. These vehicles include news releases; public service announcements (PSAs), with a repeated message clip for the City's government channel and other cable stations; announcements at meetings of City Council (which meetings are also carried on local cable television and covered by news media); and electronic communications, including posting on the CPG's website. Through these vehicles, CPG can also explain the relevance of this information for participating consumers.

Given the potential for greater effectiveness of delivery of the information on fuel types, emissions and labor, and the potential for savings through an alternative method of notification, CPG sought and obtained (in MA DTE 06-102) a waiver of the provisions of 220 C.M.R. 11.06 that would require the City or its Competitive Supplier to mail this information directly to participating consumers.

Furthermore, CPG states that the purpose of the Education Plan is to raise awareness and provide eligible consumers with information concerning the opportunities, options and rights for participation in the Program.

The Education Plan may consist of:

- a) General education conducted through the media (via local cable television, newspapers, and Internet sources), electronic communications (through a toll-free customer service phone center and website), and public presentations
- b) Direct mail notification to each eligible consumer receiving Basic Service

The direct mail notification will consist of:

- a) A mailing by CPG to all eligible consumers on Basic Service informing them of the Program and their right to opt-out and the ways by which eligible consumers may opt-out
- b) A notice that will appear on each participating consumer's last Basic Service bill that informs the participating consumer that, beginning with the next bill, the participating consumer will be receiving competitive supply from the Program's Competitive Supplier

Eligible consumers will be provided a 30-day period prior to the commencement of the Program during which they may opt-out. The Education Plan contains a timeline for the Program which includes press releases, public presentations, and public awareness activities regarding opt-out opportunities.

Participating consumers will have unprecedented access to energy professionals, whose sole focus is to offer superior customer service as a resource for the people and businesses of the City.

CPG maintains a website and a toll-free phone number.

2.9 LEGAL ASSISTANCE

CPG will prepare, as it has in the past, all required filings for the Massachusetts Department of Energy Resources (DOER), the DPU, and the Massachusetts Inspector General (IG) or any other state agency, if applicable, to contracts executed by the City on behalf of its residents under the Ch.30B exemption. All costs for legal services required during the term of the contract shall be borne by CPG and included in the Consultant Management Fee per the Price Proposal Form.

2.10 ADMINISTRATION OF MUNICIPAL AGGREGATION PROGRAM

CPG will administer and provide technical oversight of the City's Program including:

- a) Monitoring and reporting on compliance with all contract terms and conditions
- b) Resolution of contract issues
- c) Transition administration of the opt-out process for participating consumers
- d) Participation in negotiations with the Competitive Suppliers and the Local Distributor as it relates to procurement for the Program
- e) Preparation of written reports on the Program to be submitted on a quarterly basis to the Mayor
- f) Routine updates and attendance at meetings with the Mayor and City Council, as directed by the Mayor
- g) Conferring and/or meeting with the Mayor's advisory committee established by the City Council to review bid pricing, as directed by the Mayor; and,
- h) Setting criteria for use in pre-qualifying suppliers

2.11 MAINTENANCE OF EFFORT

CPG, as the administrator of the contract shall, after a contract is executed between the City and a Competitive Supplier, ensure compliance with the contract, conduct ongoing power supply analyses, be the advocate for ratepayers, provide answers to questions from ratepayers, and provide a hotline and web site where ratepayers can seek information related to the City's Program.

CPG shall ensure that the Competitive Supplier under agreement with the City includes Local Customer Service Access for participating consumers during normal business hours (9:00 AM – 5:00 PM). This shall include a toll-free telephone number established by the Competitive Supplier for participating consumers to use to resolve concerns, answer questions and transact business with respect to the service received. This shall also include a link on its website to a website which will be available for general information, product service information and other purposes.

CPG shall provide reports as directed by the Mayor in addition to any reporting requirements outlined in this RFP.

CPG shall provide a written report concerning the following issues to the Mayor on a quarterly basis:

- a) Competitive Supplier's compliance with all Electric Service Agreement (ESA) terms and conditions
- b) ESA issues and resolutions, if any
- c) Competitive Supplier's ESA milestones met
- d) Administration/customer service, defaults, litigation and penalties in order to ascertain compliance with DPU regulatory standards and procedures, as well as additional standards and procedures employed by the Competitive Supplier
- e) Review of participating consumers
- f) Changes in the financial stability of the Competitive Supplier, if any
- g) Changes in organizational structure of the Competitive Supplier, if any

CPG shall provide a written report concerning the following issues to the Mayor prior to the expiration, extension, or renewal of the ESA:

- a) Assessment on achievement of ESA milestones
- b) Possible revision or upgrading of goals
- c) Market assessment or new feasibility study if conditions in the service area or operations have changed significantly
- d) Public process to affirm goals and evaluation
- e) Bidding and negotiation process
- f) Formulation of new ESA
- g) Service transition process, if needed

2.12 SUMMARY OF RESPONSIBILITIES

CPG shall, if not hereinbefore required:

- a) Analyze the electrical load data for all participating consumers in the City
- b) Provide broker services, including preparing RFPs for a Competitive Supplier, if necessary
- c) Establish, with the approval of the Mayor, a citizens' informational committee, if directed
- d) Prepare and implement a public education plan and participating consumer outreach program
- e) Prepare and submit, with the approval of the Mayor, all filings with the DPU, DOER and the IG or any other state agency, if applicable
- f) Prepare and negotiate agreements with Competitive Suppliers on terms favorable to the City
- g) Monitor all aspects of the Program and any resulting contractual agreements
- h) Continually analyze the development of market and regulatory issues, advising the City on any proposed changes in law or regulation, including those offered by ISO-NE and any pending at the FERC affecting the City's Program or the City
- i) Represent the City in all issues related to municipal aggregation for the life of the agreement and file any resulting energy aggregation contract with the DPU, DOER and the Inspector General within 15 days of the date of the contract if applicable under exemption c.30B, §1(b)(32) to energy aggregation contracts

entered into by the City for energy or energy related services arranged or negotiated by the City on behalf of its residents.

Any duplication of services that are the responsibility of the Competitive Supplier under agreement with the City, the contract provisions of the suppliers ESA shall supersede the responsibilities of CPG

3 PREVIOUS EXPERIENCE

CPG has unparalleled experience in the development and implementation of programs for municipal aggregation for all classes of eligible, retail consumers pursuant to §134 of Chapter 164 of the M.G.L. CPG is the only consultant/electricity broker licensed by the Commonwealth of Massachusetts with a successful track record of developing, implementing, and administering a municipal aggregation for all classes of eligible consumers. Other companies may claim to have performed “similar” services, but a true municipal aggregation is unique and only CPG has the requisite experience to ensure success.

4 COMMENCEMENT OF SERVICES

CPG is prepared to undertake and commence the services specified immediately upon execution of either an ESA between the City and a Competitive Supplier or a contract between CPG and the City.

Proposed Schedule

Power Supply Negotiations:	Ongoing from November 2011
RFP for Power Supply	March 2012
Selection of Competitive Supplier	April 2012
Enrollment/Opt-out period	April-May 2012
Power Supply Commencement	(meter read) May 2012

*CPG intends to solicit a variety of bids from Competitive Suppliers regarding term length. Supply contract may be for 1-5 years, depending on acceptability of all terms and conditions by City.

CPG has previously provided all material resources necessary for the design, implementation and administration of similar programs for the City of Marlborough, and the Towns of Ashland, Lunenburg and Lanesborough. CPG is well-capitalized with private equity and has accounts and lines of credit with Marlborough Savings Bank. CPG owns all the necessary computing and telecommunications equipment to perform the services required in this RFP.

5 QUALIFICATIONS

5.1 MATERIAL RESOURCES

CPG is well-capitalized with private equity and has accounts and lines of credit with Marlborough Savings Bank. CPG owns all the necessary computing and telecommunications equipment to perform the services required in this RFP.

5.2 LOCATION

CPG currently maintains an office at 277 Main Street, Suite 308, Marlborough, MA 01752.

5.3 KNOWLEDGE OF M.G.L. Ch. 164 § 134

CPG has detailed knowledge of M.G.L. Ch. 164 § 134. CPG previously deployed its knowledge of this statute and its companion regulations in its development and administration of similar programs for the City of Marlborough and the Towns of Ashland, Lunenburg and Lanesborough.

5.4 DATA TRANSFER

CPG has the ability to monitor a supplier's data transfers (enrollment, etc.) with National Grid's EBT Working Group using EDI protocol to ensure the system is working smoothly.

5.5 KNOWLEDGE OF NATIONAL GRID'S TERMS AND CONDITIONS

CPG has detailed knowledge of National Grid's Terms and Conditions for Municipal Aggregators, also found in MA DTE 06-104. CPG was instrumental in developing key provisions in this document. Sections 1A, 3C(6), and 10 were revised by National Grid following comments made by CPG prior to approval by the MA DTE. For more information, visit: <http://www.mass.gov/Eoeea/docs/dpu/electric/06-104/32007ngrdrsp.pdf>

5.6 KNOWLEDGE OF MA DTE 06-102 and MA DTE 06-104

CPG acted as the chief author and steward of MA DTE 06-102. CPG implemented all aspects of the DTE order in this matter. For more information, visit: <http://db.state.ma.us/dpu/qorders/fmDocketSingle.asp?docknum=06-102>.

5.7 PERFORMANCE OF SIMILAR SERVICES

CPG has successfully performed similar services for the City of Marlborough and the Towns of Ashland, Lunenburg and Lanesborough

5.8 LEGAL RESOURCES

Since 2006, CPG has had an established professional relationship with James Avery, Esq., a partner at Brown Rudnick Berlack Israels LLP (“Brown Rudnick”). Mr. Avery and Brown Rudnick represented CPG before the DTE in 06-102 and 06-104.

5.9 DISCLOSURE OF COMMERCIAL RELATIONSHIPS IN THE CITY OF MARLBOROUGH

Other than banking through Marlborough Savings Bank, CPG has no commercial relationships with any other entity in Marlborough.

5.10 ELECTRICITY BROKER’S LICENSE

CPG has the necessary license and/or approval required to act as the City’s agent for municipal aggregation to be eligible to submit a proposal.

6 OWNERSHIP

CPG is independently owned. CPG is not a subsidiary of any Competitive Supplier.

7 NO CONFLICT OF INTEREST

CPG has no conflict of interest or potential conflict of interest, as defined by M.G.L. c. 268A.



THE COMMONWEALTH OF MASSACHUSETTS
DEPARTMENT OF PUBLIC UTILITIES

DEVAL L. PATRICK
GOVERNOR

TIMOTHY P. MURRAY
LIEUTENANT GOVERNOR

RICHARD K. SULLIVAN, JR.
SECRETARY OF ENERGY
AND ENVIRONMENTAL AFFAIRS

ONE SOUTH STATION
BOSTON, MA 02110
(617) 305-3500

ANN G. BERWICK
CHAIR

JOLETTE A. WESTBROOK
COMMISSIONER

June 20, 2011

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

RE: *Renewal Electric Broker License #EB-107*

Dear Mr. Murphy,

The Department of Public Utilities ("Department") has reviewed your application for licensing as an **Electricity Broker** in the Commonwealth of Massachusetts and is pleased to inform you that your application has been approved. Your license number is **EB-107**.

As a condition of maintaining this license, you must file updated information within 30 days of any material or organic change in the information required by 220 C.M.R. § 11.05(2), and you must comply with all relevant requirements of G.L. c. 164 and the regulations promulgated thereunder, including 220 C.M.R. §§ 11.00, 12.00 *et seq.* If you decide to request renewal of your license next year, please submit renewal application no later than June 1, 2011.

Sincerely,


Mark D. Marini, Secretary



City of Marlborough
Office of the Mayor

CITY OF MARLBOROUGH
CITY OF MARLBOROUGH

2012 DEC 13 A 11:16 140 Main Street
Marlborough, Massachusetts 01752
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610
www.marlborough-ma.gov

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

December 13, 2012

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

Re: MEDC Master Plan

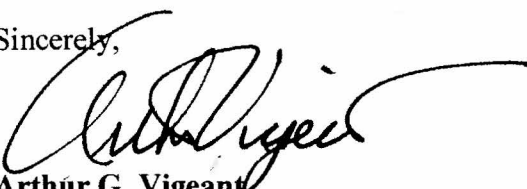
Honorable President Pope and Councilors:

On behalf of the Marlborough Economic Development Corporation (MEDC), I am pleased to submit for your endorsement a copy of their Master Plan titled "Building the New Marlborough Economy" (a hard copy and digital files have been filed with the City Council office).

This Master Plan provides a roadmap for our city that identifies goals for the future growth and economic development within the City for the foreseeable future. Although our collective efforts and partnership have yielded many success stories this past year, having a fully endorsed Master Plan will provide a vital tool that can guide our city's growth for years to come.

I look forward to working with you on this matter and welcome any questions you may have.

Sincerely,



Arthur G. Vigeant
Mayor



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Office of the Mayor

2012 DEC 13 A 11:18 140 Main Street
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December 13, 2012

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

Re: Sign Ordinance

Honorable President Pope and Councilors:

As you may know, the issue of the city's sign ordinance, its enforcement, and the usage of banners, lawn signs, sandwich boards, and collection bins continues to be a lingering issue in need of attention. After receiving several concerns from the Planning Board this past year as well as handling a number of complaints to my office from both residents and local businesses surrounding these very issues, I believe the time has come for a thorough review of our related ordinances.

I have included for your convenience recent correspondence from Planning Board Chairperson Barbara Fenby to our Building Commissioner Michael Mendoza that outline some of their concerns.

The Planning Board has expressed a strong willingness to partner with the City Council to help shoulder the responsibilities of such a review. I believe that one of the primary goals of such a review should provide a clear direction to the Building Department and greater community of what constitutes acceptable uses for businesses and residents alike, what the process is for appeal, and how we wish to handle repeat violations.

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

Sincerely,

Arthur G. Vigeant
Mayor

City of Marlborough Commonwealth of Massachusetts



December 3, 2012

Michael Mendoza
Building Commissioner
The City of Marlborough
140 Main Street
Marlborough, MA 01752

PLANNING BOARD

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

Carrie Lizotte, Board Secretary

Phone: (508) 460-3769

Fax: (508) 460-3736

Email: CLizotte@marlborough-ma.gov

Dear Mr. Mendoza:

We would like to thank you for taking the time to meet with us to discuss how your office can work with the Planning Board moving forward. To summarize our discussion, we agreed on the following points:

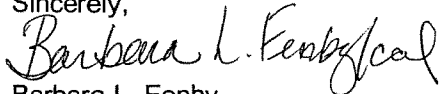
- That sign enforcement was important, especially with habitual offenders and those businesses that were denied variances;
- That Property owners and Collection bin owners should both be fined now under the off-premise sign rules as non-permitted off-premise signs to deal with the proliferation of the illegal bins, and that we should not wait until the City Council takes action on a more comprehensive approach;
- That we should work with the City Council to come up with a more comprehensive approach to address collection bins;
- That civic organizations need to seek a variance to advertise their community events, no matter how worthy the cause;
- That Ms. Wilderman should have the authority to cut chains that are securing temporary signs to public property, especially those signs belonging to habitual offenders such as the Red Cross;
- That the planning Board should work to assist Ms. Wilderman in her enforcement efforts whenever possible by sending photos of obvious violations;
- That increasing efficiency will lead to greater enforcement, and that you will look into requesting a hand held ticketing system that Ms. Wilderman can use to ticket offenders on site with a ticket and a photo that is simultaneously sent to her by e-mail for record keeping; and,
- That as you stated, the primary role of the Planning Board secretary was to support the Planning Board, and that Building Department duties were secondary.

With regard to the temporary signs, we would like to draw your attention to non-permitted Festival of Trees signs that have been placed throughout the City. These signs should be the subject of immediate enforcement action. You may recall that another civic group was forced to apply for a variance during a special meeting of the Planning Board, and there is simply no justification for the disparate treatment. There are only two avenues to gain approval for placement of temporary signs. First, for City sponsored events only, the Mayor may authorize placement of temporary signs on City owned property. This is a two prong test and both prongs must be satisfied. The second avenue is the variance process through the Planning Board. None of the signs currently placed that advertise this event are in compliance with the Sign Ordinance. We would ask that you direct Ms. Wilderman to commence immediate enforcement action.

We appreciate our discussions with you at the Planning Board meeting and we look forward to your continuing attention to these issues and to our ongoing collaboration to benefit the City of Marlborough.

Thank you for your attention.

Sincerely,

A handwritten signature in cursive script that reads "Barbara L. Fenby".

Barbara L. Fenby
Chairperson

Cc: Mayor Vigeant
Council President Pope
File



City of Marlborough
Office of the Mayor

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Patricia Bernard
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December 13, 2012

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

Re: Appointment of Parking Clerk

Honorable President Pope and Councilors:

I wish to inform you that I am appointing Mr. Ron Guest as the permanent Parking Clerk/Hearing Officer, effective January 2, 2013. Mr. Guest has served in this position in the past and has agreed to come aboard once again.

Please let me know if you have any questions.

Sincerely,

Arthur G. Vigeant
Mayor



RECEIVED
CITY OF MARLBOROUGH
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City of Marlborough
Legal Department

2012 DEC 13 A 11:55 140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752
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DONALD V. RIDER, JR.
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR

BEVERLY J. SLEEPER
CHIEF PROCUREMENT OFFICER

ELLEN M. STAVROPOULOS
PARALEGAL

December 13, 2012

Patricia Pope
President
Marlborough City Council

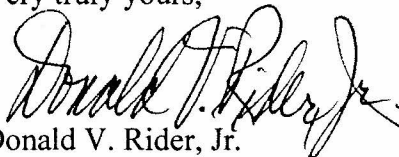
RE: Proposed Results Way Mixed Use Overlay District Zoning Ordinance
Order No. 12-1005154B

Dear President Pope and Members:

I received this week from the proponent's counsel so-called version 9 of § 650-33-Results Way Mixed Use Overlay District, proposed as an amendment to the City's Zoning Ordinance. The Urban Affairs Committee had last reviewed what I understand to have been version 7, and version 9 incorporates the changes discussed at the last Committee meeting as well as changes later submitted by Councilor Robey. In turn, having reviewed the proposed version 9 for legal form and having made a few more revisions, I enclose the proposed ordinance amendment for your review and action.

Thank you for your attention to this matter.

Very truly yours,


Donald V. Rider, Jr.
City Solicitor

Enclosure
cc: David Gadbois, Esquire

ARTICLE VI
§650-33 – RESULTS WAY MIXED USE OVERLAY DISTRICT

A. Purpose and Objectives

The Results Way Mixed Use Overlay District (herein, also a “RWMUOD”) allows the application of supplemental land use controls within the boundaries of a certain overlay district, subject to City Council approval (hereinafter any reference to City approval shall be deemed to mean approval by the City Council) as an alternative to land use controls that exist in the underlying district(s). The establishment goals of the Results Way Mixed Used Overlay District are to enhance land use development and encourage desired growth patterns for the benefit of the public health, safety and welfare, by promoting integrated, pedestrian friendly, mixed use development to allow for the development of housing, retail and workplaces within close proximity of each other consistent with the stated economic development objectives of the City (collectively, herein “Mixed Use Developments” or “MUD”).

For the purposes of this section, the RWMUOD shall be superimposed on the other districts existing at the time that any land in any said underlying district is also included in the RWMUOD. The RWMUOD district is adjacent to Simarano Drive to the west, Forest Street to the north, and Puritan Way and Results Way to the east as indicated on the City Zoning Map and more particularly described in Exhibit “A” annexed hereto and incorporated by reference herein.

For the purposes of the Zoning Ordinance, a “Mixed Use Development” or “MUD” shall include any eligible use set forth in Section E, below, which may be commingled into a single structure or structures with other eligible uses or may be located in separate structures on the site subject to any restrictions and/or limitations set forth in the Development Agreement described in Section C(2) below. Accordingly, Mixed Use Developments shall benefit the public health, safety and welfare, through the sharing of parking lots and driveway curb cuts, to minimize the amount of impervious paved parking areas, to reduce traffic congestion, to reduce automobile trips, and accordingly to improve air quality.

B. Authority of Permit Granting Authority

The City Council shall be the Permit Granting Authority for Special Permit and Site Plan Approval in the RWMUOD. In all instances, a development which proceeds under the RWMUOD overlay is subject to Site Plan Approval in accordance §270-2 of the Marlborough City Code, with the exception that the City Council shall be the Permit Granting Authority for Special Permit and Site Plan approval in the RWMUOD.

The City Council may elect to vary the dimensional and parking requirements of this Section by Special Permit if, in their opinion, such change shall result in a substantially improved project and will not nullify or substantially derogate from the intent or purpose of this section. This authority continues subsequent to occupancy.

C. Master Concept Plan

(1) The property owner/developer of the RWMUOD shall, prior to or simultaneously with, the first application for approval of a site plan and/or special permit for the RWMUOD, file the following with the City Council for approval:

(a) A Master Concept Plan (“Master Plan”) which shall in a general manner show:

(i) The location and areas of proposed development;

(ii) Proposed open space (usable or natural);

(iii) Proposed site access curb cuts off of Simarano Drive and Forest Street; and

(iv) Proposed building “envelope(s)” where construction is anticipated to occur (excluding internal site driveways).

(b) A table showing approximate acres and calculations of the following:

(i) Total land area of each development area (building envelope area);

(ii) Total development limitations, if any, of uses in any developable area;

(iii) Total maximum development (square footage/use limitations); and

(iv) Approximate number of parking spaces for the entire RWMUOD District.

The Master Plan shall be approved by a super majority (2/3) vote of the City Council at a public meeting and shall thereafter become the general development plan governing development at the RWMUOD. The Master Plan may be amended from time to time by a super majority vote (2/3) of the City Council by application from the property owner/developer to reflect changing development conditions.

(2) A Development Agreement in recordable form binding upon the developer/property owner. The Development Agreement shall be approved by a super majority (2/3) vote of the City Council prior to the issuances of the first permit/site plan approval for development within the RWMUOD, which shall contain, without limitation:

(a) Required mitigation (including traffic demand management initiatives) to address the impacts arising out of the use and occupancy of the proposed project, or if at the time of execution such impacts are not known, the

methodology for assessing and addressing such impacts as the development of the RWMUOD progresses.

- (b) Restrictions on development areas and such other development limitations as may be agreed upon.
- (c) Proposed phasing of the development of the RWMUOD.
- (d) Obligations with respect to pedestrian and vehicular interconnectivity within the RWMUOD to facilitate pedestrian access and parking efficiencies.
- (e) The authority of the City Council to retain the necessary professionals to assist in their review of development applications.
- (f) An agreement by the property owner/developer of the residential component of the property to make a one-time financial contribution to the City per residential unit developed at the RWMUOD for which a building permit is issued. This payment shall be due at the time of the issuance of the building permit for the unit(s). This amount to be used by the City acting by and through the City Council to assist in the identification and implementation of zoning, economic and other strategies to foster professional, retail and commercial development initiatives as well as the development of affordable housing which may include, without limitation, the preparation of a Housing Production Plan in accordance with the rules and regulations of the Massachusetts Department of Housing and Community Development (760 CMR 56.03(4)) and the funding of the implementation of the goals and objectives set forth in such plan.

The Development Agreement shall govern the implementation of the Master Plan and development at the RWMUOD.

D. Exclusivity/Control

Except as specifically provided herein, uses and provisions of Article V of Chapter 650 (Zoning) relating to the underlying zoning district not otherwise impacted by this Section (§650-33 et. seq.) shall continue to remain in full force and effect, provided however that the City Council shall be the Special Permit Granting and Site Plan Approval Authority, if applicable. This Section (§650-33 et. seq.) of the Zoning Ordinance exclusively controls the establishment, development, and design of any MUD undertaken in the RWMUOD and supersedes any other provision of the Zoning Ordinance (except the provisions of the Water Supply Protection District, provided that the maximum total impervious surface coverage for the RWMUD shall be 60% calculated on the entire land area of the RWMUOD and not on an individual lot basis). In the event of any conflict between the provisions of this Section (§650-33 et. seq.) and any other provision of the Zoning Ordinance, the provisions of this Section shall govern and control.

E. Eligible Uses

Except as specifically set forth below, all uses permitted in the Industrial and Limited Industrial Districts either as of right or by special permit in accordance with §650-17 of the Zoning Ordinance are permitted in the RWMUOD. If a use requires a special permit under §650-17, Table of Use Regulations, such use shall continue to require a special permit under this Section.

- (1) The following additional uses are also permitted BY-RIGHT in the RWMUOD:
 - (a) Research and experimental labs (33)¹ research and development includes, without limitation, laboratories engaged in research, experimental and testing activities including, but not limited to, the fields of biology, chemistry, electronics, engineering, geology, pharmaceuticals, medicine and physics
 - (b) Medical office and diagnostic medical laboratories appurtenant to offices of physicians and dentists
 - (c) Associated/accessory research uses (35)¹
 - (d) Advanced manufacturing which shall include high technology manufacturing such as, but not limited to, laser technology, robotics, nanotechnology and computer associated design and software development
 - (e) Multi-family dwelling – up to 350 dwelling units within the entire RWMUOD Zoning District including, without limitation, age restricted dwelling units
 - (f) Retail sales and services – up to 75,000square feet of total gross floor area, up to 10,000 square feet of gross floor area per establishment
 - (g) Hotels and motels
 - (h) Hotels with conference facilities and commercial uses
 - (i) Car parking lots, garages - a structure or a group of structures that facilitate the parking of vehicles at ground level, above or below grade and shall include area for the parking vehicles at, above and/or below grade under a building or otherwise integrated into another structure
 - (j) Consumer service establishments complimentary to the other principal uses at the property

¹ Numbers in parentheses correspond to subsection numbers in §650-18, Conditions for Uses, as noted in §650-17, Table of Use Regulations.

- (k) Restaurant, café with or without table service (including outside seating and service)
 - (l) Health, sports and fitness clubs (indoor and/or outdoor) and related facilities
 - (m) Self-service laundry
 - (n) Dry Cleaning (pick up and drop off only)
- (2) The following additional uses are also permitted BY-SPECIAL PERMIT in the RWMUOD:
- (a) Multifamily dwelling – more than 350 dwelling units within the entire RWMUOD Zoning District including, without limitation, age restricted dwelling units
 - (b) Drive through facilities associated with retail (e.g. banks; pharmacies) and food services
- (3) The foregoing Sections notwithstanding, the uses set forth as follows are expressly PROHIBITED in the RWMUOD:
- (a) Adult entertainment including an adult bookstore, video store, paraphernalia store, movie theatre, or live entertainment establishment
 - (b) Tattoo and body piercing parlors and shops
 - (c) Dye Works
 - (d) Biosafety Level 4 laboratories, as defined by the United States Center for Disease Control and Prevention
 - (e) Establishments for construction in such services as, but not limited to, building, building maintenance, plumbing, landscaping, electrical, masonry, carpentry, well drilling
 - (f) Electroplating, metal finishing except by special permit as an accessory use to an otherwise permitted principal use
 - (g) Hazardous and toxic chemical manufacturing
 - (h) Trucking terminal and distribution center
 - (i) Automotive sales and/or service
 - (j) Retail gasoline, oil and lubrication stations
 - (k) Commercial bakeries

- (l) On site sales and rental of heavy machinery and vehicles
- (m) Laundry and dry cleaning establishment, except drop off and pick up operations and facilities designed to service residents of Multi-family dwelling
- (n) Any activity or use directly or indirectly involving, without limitation, the dispensing, use, sale, growing, storage or transportation of medical marijuana, including any medical marijuana treatment center
- (o) Any on-site facility or clinic devoted to the treatment of substance addiction, including any narcotic detoxification and/or maintenance facility.

F. Dimensional Requirements

The RWMUOD shall be subject to the dimensional standards in accordance with Article VII of the Marlborough Zoning Ordinance with the following exceptions:

- (1) The RWMUOD shall consist of one or more lots. There is no minimum acreage requirement for a lot to be a part of the Results Way Mixed Use Overlay District.
- (2) Minimum Lot Frontage measurement shall be no less than fifty (50) feet for any lot wholly located within the boundaries of the RWMUOD.
- (3) Minimum Front Yard measurement shall be no less than thirty (30) feet for any lot wholly located within boundaries of a RWMUOD.
- (4) No less than fifteen (15) feet shall separate the structural side wall of any two or more MUD Structures. No less than fifteen (15) feet shall separate any area behind and or between structures, and fire suppression vehicles shall have clear and adequate access to all structures.
- (5) Maximum building height in RWMUOD shall not exceed 80 feet, provided: (i) residential structures shall not exceed 70 feet; and (ii) no structure located within 120 feet from the centerline of Forest Street shall exceed 50 feet.
- (6) Maximum Lot Coverage shall be calculated on the entire land area of the RWMUOD and not on an individual lot basis, and shall not exceed 60 percent of the total area of the RWMUOD.

G. Parking and Curb Cut Requirements.

Except as otherwise provided in this section, parking and circulation requirements shall conform with the provisions of Section §650-48 and §650-49 of the Zoning Ordinance.

- (1) General - In the RWMUOD adequate off-street parking shall be provided. The City Council and the applicant shall have as a goal for the purposes of defining

adequate off-street parking, making the most efficient use of the parking facilities to be provided and minimizing the area of land to be paved for this purpose. In implementing this goal the City Council shall consider complementary or shared use of parking areas by activities having different peak demand times, and the applicant shall locate adjacent uses in such a manner as will facilitate the complementary use of such parking areas. Implementation of such complementary use of parking areas may result in permitted reductions in the parking requirements.

- (2) Parking Locations - Parking may be provided at ground level, underground or in a parking garage. Parking garages can be free standing or as part of buildings dedicated to other permitted uses.
- (3) Parking Spaces for Each Dwelling Unit - There shall be a minimum of 1.5 parking spaces for each dwelling unit.
- (4) Granting of Relief from Parking Regulations - The City Council may waive any of the foregoing requirements or the requirements of Section §650-48 if it makes a finding that to do so will enhance the overall design of the RWMUOD.

H. Signage

Except as otherwise provided in this Mixed Use Ordinance, signage shall conform with the provisions of Chapter 526 of the Marlborough City Code – the Sign Ordinance.

- (1) Granting of Relief from Signage Regulations - The City Council may waive any of the requirements of the Sign Ordinance if it makes a finding that to do so will enhance the overall design of the RWMUOD.

I. Application

An application for a Special Permit for a use in the Mixed Use Development in the RWMUOD shall comply with the requirements of §650-59 et. seq. of the Zoning Ordinance. In the matter of a Site Plan Approval, the application shall comply with the requirements of the City Code, Article II, Permits and Approvals, §270-2 et. seq.

The City Council in connection with a Special Permit and/or Site Plan application shall review such applications with respect to the following design criteria:

- (i) Compliance of sidewalks with Americans with Disabilities Act (ADA) Design Standards;
- (ii) Street façade and exterior walls visible from public ways;
- (iii) Public space;
- (iv) Scale of buildings; and

(v) External Lighting

Concurrent with any public hearing/meeting associated with a special permit and/or site plan filing, the applicant shall make a presentation to the City Council to present the proposed architectural design and shall consider the comments and input from the City Council. A final building elevation shall be submitted prior to the close of the public hearing/meeting.

J. Standards for Roadways and Drainage

- (1) Roadways – Internal RWMUOD roadways shall be private ways and shall be maintained by the owners/developers of the RWMUOD and portions thereof. Private ways within the RWMUOD, to the extent feasible, shall be constructed using the methods and materials prescribed in the Rules and Regulations for the Subdivision of Land in the City, but shall not be required to conform to the dimensional requirements thereof, provided that those private roadways shall be adequate for the intended vehicular and pedestrian traffic and shall be maintained by the owner/developer or an association of owners.
- (2) Storm Water Management System - The RWMUOD shall have a storm water management system designed in accordance with the Rules and Regulations for the Subdivision of Land in the City and the Department of Environmental Protection's Storm Water Management Guidelines, as amended.

K. Amendments

After approval, the owner/developer may seek amendments to the approved permits. Minor amendments to a Special Permit and major or minor amendments to a site plan approval may be made by a super majority (2/3) vote of the City Council. It shall be a finding of the City Council, not subject to dispute by the applicant, whether a requested amendment is deemed to be a major amendment or a minor one. In general, a minor modification shall not produce more than a material increase in the scale of a project nor produce more than a material increase in impact on City services, the environment or the neighborhood. If it is determined that revisions to a Special Permit are not minor, per Section 650-59 of the Zoning Ordinance, an application for a revised Special Permit shall be filed, and a public hearing shall be held in the same manner as required for a new application, subject to the fee schedule under Subsection C(3)(f) of Section 650-59.

EXHIBIT A

A CERTAIN PARCEL OF LAND SITUATED ON THE SOUTHERLY SIDE OF FOREST STREET, WESTERLY SIDE OF INTERSTATE ROUTE 495 AND THE EASTERLY SIDE OF SIMARANO DRIVE IN THE CITY OF MARLBOROUGH, COUNTY OF MIDDLESEX, COMMONWEALTH OF MASSACHUSETTS, BOUNDED AND DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHEASTERLY CORNER OF THE INTERSECTION OF SIMARANO DRIVE AND FOREST STREET, SAID POINT BEING THE NORTHWESTERLY CORNER OF HEREINAFTER DESCRIBED PARCEL; THENCE

EASTERLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF FIVE HUNDRED SEVENTY AND NO HUNDREDTHS FEET (570.00'), A DISTANCE OF ONE HUNDRED FIFTY AND THIRTY-NINE HUNDREDTHS FEET (150.39') TO A POINT; THENCE

S 89° 18' 23" E A DISTANCE OF TWO HUNDRED SIX AND THIRTY-THREE HUNDREDTHS FEET (206.33') TO A POINT THENCE

EASTERLY BY A CURVE TO THE LEFT HAVING A RADIUS OF ONE THOUSAND THIRTY AND NO HUNDREDTHS FEET (1030.00'), A DISTANCE OF THREE HUNDRED FORTY-THREE AND FORTY-TWO HUNDREDTHS FEET (343.42') TO A POINT; THENCE

N 71° 35' 25" E A DISTANCE OF FOUR HUNDRED FIFTY-SIX AND SIXTY-FOUR HUNDREDTHS FEET (456.64') TO A POINT; THENCE

EASTERLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF FIVE HUNDRED SEVENTY AND NO HUNDREDTHS FEET (570.00'), A DISTANCE OF TWO HUNDRED TEN AND EIGHTY-FOUR HUNDREDTHS FEET (210.84') TO A POINT; THENCE

S 87° 13' 00" E A DISTANCE OF FOUR HUNDRED TWENTY-EIGHT AND NINETY-TWO HUNDREDTHS FEET (428.92') TO A POINT; THENCE

EASTERLY BY A CURVE TO THE LEFT HAVING A RADIUS OF ONE THOUSAND THREE HUNDRED SIXTY-TWO AND NINETY-THREE HUNDREDTHS FEET (1362.93'), A DISTANCE OF FOUR HUNDRED ONE AND FIFTY HUNDREDTHS FEET (401.50') TO A POINT; THENCE

N 75° 54' 18" E A DISTANCE OF THREE HUNDRED EIGHTY-EIGHT AND THIRTY-EIGHT HUNDREDTHS FEET (388.38') TO A POINT IN THE WESTERLY LINE OF INTERSTATE ROUTE 495, THE PREVIOUS EIGHT (8) COURSES BOUNDING ON THE SOUTHERLY LINE OF FOREST STREET; THENCE

SOUTHERLY BY A CURVE TO THE LEFT HAVING A RADIUS OF TEN THOUSAND ONE HUNDRED FIFTY-TWO AND NO HUNDREDTHS FEET (10152.00'), A DISTANCE OF ONE THOUSAND SIXTY-SIX AND NINE HUNDREDTHS FEET (1066.09') BY THE WESTERLY LINE OF INTERSTATE ROUTE 495 TO A POINT; THENCE

S 78° 36' 23" W A DISTANCE OF FIVE HUNDRED THIRTY-EIGHT AND TWENTY-FIVE HUNDREDTHS FEET (538.25') TO A POINT; THENCE

S 27° 49' 51" W A DISTANCE OF ONE HUNDRED TWENTY-THREE AND THIRTY-SIX HUNDREDTHS FEET (123.36') TO A POINT; THENCE

SOUTHERLY BY A CURVE TO THE LEFT HAVING A RADIUS OF ONE THOUSAND ONE HUNDRED AND NO HUNDREDTHS FEET (1100.00'), A DISTANCE OF THREE HUNDRED AND EIGHTY-SIX HUNDREDTHS FEET (300.86') TO A POINT; THENCE

SOUTHEASTERLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF TWO HUNDRED TWENTY-THREE AND NO HUNDREDTHS FEET (223.00'), A DISTANCE OF TWO HUNDRED TWENTY-SEVEN AND NINETY-SIX HUNDREDTHS FEET (227.96') TO A POINT; THENCE

SOUTHERLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF FOUR HUNDRED FIFTY AND NO HUNDREDTHS FEET (450.00'), A DISTANCE OF FOUR HUNDRED EIGHTY-ONE AND SIXTY-EIGHT HUNDREDTHS FEET (481.68') TO A POINT; THENCE

S 42° 06' 53" W A DISTANCE OF ONE HUNDRED ELEVEN AND TWENTY-SIX HUNDREDTHS FEET (111.26') TO A POINT; THENCE

SOUTHERLY BY A CURVE TO THE LEFT HAVING A RADIUS OF FIVE HUNDRED TEN AND NO HUNDREDTHS FEET (510.00'), A DISTANCE OF FIVE HUNDRED SEVENTEEN AND NINETY-TWO HUNDREDTHS FEET (517.92') TO A POINT; THENCE

S 16° 04' 13" E A DISTANCE OF ONE HUNDRED FORTY-NINE AND NINETY-THREE HUNDREDTHS FEET (149.93') TO A POINT; THENCE

S 65° 34' 06" W A DISTANCE OF ONE HUNDRED THIRTY-SEVEN AND FIFTY-THREE HUNDREDTHS FEET (137.53') TO A POINT IN THE EASTERLY LINE OF SIMARANO DRIVE; THENCE

NORTHWESTERLY BY A CURVE TO THE LEFT HAVING A RADIUS OF FIVE HUNDRED THIRTY AND NO HUNDREDTHS FEET (530.00') A DISTANCE OF ONE HUNDRED SIXTY-EIGHT AND TWENTY-TWO HUNDREDTHS FEET (168.22') TO A POINT; THENCE

N 53° 42' 50" W A DISTANCE OF ONE THOUSAND SIX HUNDRED EIGHTY-EIGHT AND NINETY HUNDREDTHS FEET (1688.90') TO A POINT; THENCE

NORTHWESTERLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF SIX HUNDRED FORTY-SEVEN AND NINETY HUNDREDTHS FEET (647.90'), A DISTANCE OF SIX HUNDRED FIFTY-THREE AND TWENTY-FIVE HUNDREDTHS FEET (653.25') TO A POINT; THENCE

N 04° 03' 18" E A DISTANCE OF TWO HUNDRED THIRTY-FIVE AND NINETY-TWO HUNDREDTHS FEET (235.92') TO A POINT; THENCE

NORTHERLY BY A CURVE TO THE LEFT HAVING A RADIUS OF FOUR HUNDRED SEVENTY-SEVEN AND FORTY-NINE HUNDREDTHS FEET (477.49'), A DISTANCE OF ONE HUNDRED FORTY-EIGHT AND SEVENTY-EIGHT HUNDREDTHS FEET (148.78') TO A POINT; THENCE

N 13° 47' 53" W A DISTANCE OF FOUR HUNDRED FORTY-ONE AND TWENTY-THREE HUNDREDTHS FEET (41.23') TO A POINT; THENCE

NORTHEASTERLY BY A CURVE TO THE RIGHT HAVING A RADIUS OF FIFTY AND NO HUNDREDTHS FEET (50.00'), A DISTANCE OF SEVENTY-SEVEN AND NINETY-NINE HUNDREDTHS FEET (77.99') TO THE POINT OF BEGINNING. THE PREVIOUS SEVEN (7) COURSES BOUNDING ON THE SAID EASTERLY LINE OF SIMARANO DRIVE.

THE ABOVE DESCRIBED PARCEL OF LAND CONTAINS AN AREA OF 109.47 ACRES AND IS MORE PARTICULARLY SHOWN ON A PLAN ENTITLED "COMPILED PLAN OF LAND IN MARLBOROUGH, MASS. & SOUTHBOROUGH, MASS." DATED NOVEMBER 23, 1994; PREPARED BY THE BSC GROUP, INC AND RECORDED WITH MIDDLESEX SOUTH DISTRICT REGISTRY OF DEEDS AS PLAN NO. 1254 OF 1994.

MARLBOROUGH ASSESSOR'S MAP 101 PARCEL 2.



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

DONALD V. RIDER, JR.
CITY SOLICITOR

CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR

BEVERLY J. SLEEPER
CHIEF PROCUREMENT OFFICER

ELLEN M. STAVROPOULOS
PARALEGAL

December 11, 2012

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

**RE: Request for Proposals for Wireless Telecommunications Leasing Project
At Fairmount Hill Water Tank, 115 Onamog Street
Assessors' Map 81, Parcel 238**

President Pope and Members:

Proposals were due for the above-referenced tower site on October 2, 2012. The City received a proposal from Sprint Spectrum L.P. ("Sprint"), a wholly owned subsidiary of Sprint Nextel Corporation, in the amount of \$32,550 for the first year of the lease, increasing annually by three (3%) percent on each anniversary of the Rent Commencement Date. The value of the lease is \$496,433.68 over the fifteen (15)-year term. Please note that Sprint has an existing Lease Agreement with the City for the existing Facility and related equipment currently located at the Fairmount Hill Water Tank site. Modifications proposed to the existing Facility and related equipment were previously approved under a Special Permit granted by the City Council dated April 9, 2012, Order No. 12-1004032E.

I seek your approval to issue a Notice of Award subject to the Commissioner of Public Work's approval of Sprint's proposal to renew its lease term at the Fairmount Hill Water Tank site.

Sincerely,

Beverly J. Sleeper
Chief Procurement Officer

Attachment (1) – Proposed Order

cc: Arthur G. Vigeant, Mayor
Donald V. Rider, Jr., City Solicitor
Ronald M. LaFreniere, DPW Commissioner

ORDER

ORDERED: That the City Council of the City of Marlborough hereby authorizes the Chief Procurement Officer to issue a Notice of Award to Sprint Spectrum, L.P. ("Sprint"), a wholly owned subsidiary of Sprint Nextel Corporation, for a fifteen (15)-year lease, in the amount of \$32,550.00 for the first year of the lease, increasing annually by three (3%) on each anniversary of the Rent Commencement Date, subject to the approval of the Commissioner of Public Works and the conditions set forth in the Special Permit issued by the City Council in Order No. 12-1004032E, dated April 9, 2012, and the Antenna Permit #AN-2012-002 dated August 17, 2012 issued by the Building Department pursuant to the applicable Articles and Sections of the Marlborough Zoning Ordinance; and it is FURTHER ORDERED: that the Mayor is hereby authorized to negotiate a lease with Sprint for its existing Facility at the Fairmount Hill Water Tank site, located at 115 Onamog Street, Marlborough, MA 01752, shown on Assessors' Map 81, Parcel 238. Said municipal property has been declared available for disposition by lease by City Council Order No. 01-9384.

ADOPTED
In City Council
Order No.
Adopted:

Approved by Mayor
Arthur G. Vigeant
Date:

A True Copy,
ATTEST:

MIRICK O'CONNELL

A T T O R N E Y S A T L A W

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2012 DEC 13 A 9:57

Arthur P. Bergeron
Mirick O'Connell
100 Front Street
Worcester, MA 01608-1477
abergeron@mirickoconnell.com
t 508.929.1652
f 508.463.1385

December 13, 2012

HAND DELIVERED

Ms. Lisa Thomas, City Clerk
City of Marlborough
City Hall
Marlborough, MA 01752

Re: Notice of Representation (City Council Order #91-3822A)

Dear Ms. Thomas:

You are hereby notified that I will be representing 630 Forest Realty LLC, Verizon, and Partners Healthcare Systems regarding various zoning matters.

Very truly yours,



Arthur P. Bergeron

APB/alm

MIRICK O'CONNELL

ATTORNEYS AT LAW

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2012 DEC 13 A 9:57

Arthur P. Bergeron
Mirick O'Connell
100 Front Street
Worcester, MA 01608-1477
abergeron@mirickoconnell.com
t 508.929.1652
f 508.463.1385

December 13, 2012

HAND DELIVERED

Councilor Trish Pope, President
Marlborough City Council
City Hall
Marlborough, MA 01752

Re: Proposed Zoning Amendment

Dear Councilor Pope:

I represent 630 Forest Realty LLC, which owns the building at 630 Forest Street, and Verizon, which is a tenant of the building. The property is entirely located in an Industrial zone. On behalf of the building owner, whose property would be affected by this proposal, I am requesting that the City Council consider amending its zoning ordinance as specified in the attached Proposed Order. Please refer this matter to the Planning Board and take the appropriate steps for review by the City Council.

Very truly yours,



Arthur P. Bergeron

APB/alm

PROPOSED ZONING AMENDMENT ORDER

That Chapter 650 of the Code of the City of Marlborough, being the zoning ordinance, as most recently amended, be further amended as follows:

1) By adding to Section 650-17, Table of Use Regulations, an additional use, "Utility Service Vehicle Maintenance," said use to be allowed only in the Industrial zones; and

2) By adding to Chapter 650 Section 650-18(A) the following new section (41), as follows:

(41) Utility Service Vehicle Maintenance.

(a) A utility company in the business of operating and maintaining a transmission system for the provision of telephone, internet, electric, or other utility systems and maintaining utility service vehicles for that purpose may provide a place for undertaking minor mechanical servicing for said vehicles in a building used by said utility company for other purposes, provided that:

(i) all said motor vehicle service shall be conducted indoors

(ii) any motor vehicle bays or doors providing access to said indoor area, shall be located so as to face away from all existing streets

(iii) the size of said motor vehicle service area shall not constitute more than 10% of the total space in said building used by said utility or more than 10,000 square feet, whichever amount of space is smaller

12 Main St.
Marlborough MA 01752

5 Paine St.
Wellesley MA 02481

CITY OF MARLBOROUGH
CITY CLERK
2012 DEC -7 P 3:01

Members of the Marlborough City Council
140 Main Street
Marlborough MA 01752
December 7, 2012

Re: Proposed Senior Center /Renzi Shoe Repair Shop Museum

Dear City Council Members:


In 2004 the Renzi family donated the contents of the Renzi Shoe Repair Shop (1903-2000), located at 12 Main Street, to the City of Marlborough. John Ghiloni and Gary Brown were instrumental in the decision as they felt the city should preserve that close to one hundred year old piece of history for future generations, especially given Marlborough's long history as a shoe city.

At the time of the donation the fire station at the corner of Main Street and Bolton Street was undergoing renovations and the city had planned to display the contents of the shop as a small museum amidst the shops, offices, and restaurant that were planned for that space. Alas, due to the downfall in economic conditions, none of the above ever happened and the fire station was sold. The city still holds the donated contents of Renzi Shoe Repair, which includes, among other things, a beautiful marble shine stand and two chairs.

We would love to see this museum (which would require only about 250 square feet of space) finally become a reality and we ask all of you associated with the new Senior Center Project to seriously consider including this museum as part of the new Senior Center. We feel it would be a very appropriate place to locate the museum and that it would help preserve a significant part of the history of Marlborough for future generations.

Thank you for your consideration of this important matter.

Sincerely,



David Renzi and Linda Renzi Senecal
508-485-5288 781-237-3789

Marlborough Council on Aging Board
Minutes: Tuesday, November 13, 2012 Meeting
Location: 27 Prospect Street, Marlborough, MA

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
2012 DEC -3 P 4:45

Attendees: Sheila Brecken, Jennifer Claro, Richard Collins, Jim Confrey, Rita Connors, Brenda Costa, Marie Elwood, Jeanne McGeough

The board meeting called to order at 8:45 am.

The October meeting minutes were reviewed and approved by the board.

Director's update:

Jennifer reported that she is moving forward with the new newsletter. The new publisher will print 1,500 copies. Jennifer is currently contacting vendors.

The Council on Aging is currently working to place the last eight SCRPT volunteers with participating City Departments. The Director anticipates all 25 SCRPT volunteers are in place by the first week of December. Many volunteers are working and their seems to be mutual satisfaction with the SCRPT Volunteers and the City Departments they are working with to complete their 125 hours of service.

The Council on Aging is sponsoring five children for Christmas through the Marlborough Community Cupboard. There will be a tree in the Senior Center with the children's name and their three gift requests. The ages of the children are 15, 14, 11, 7 and 4. The COA is also sponsoring a collection drive for Roland House and many seniors are glad to be able to attend the Evening of Giving through donated tickets for this wonderful event.

Jennifer will be attending a United Way meeting regarding the barriers to providing food for seniors over sixty and how our COA can best partner with the Community Cupboard in their food outreach distribution. The Marlborough Community Cupboard is considering having one day a week at the food pantry for seniors only. Brenda Costa suggested that perhaps BayPath could help identify the need in the community.

BayPath:

Several board members attended the Baypath Elder Services annual meeting in Marlborough. Barbara McGuire received the 2012 Frances Klempner Award award and Debbie Beausoleil received the 2012 BayPath Community Well Being Award for Marlborough.

Committee Reports:

By-laws committee presented the draft by-laws, which the board reviewed. Jim Confrey will meet with the Mayor to go over the draft for review and comment and then the by-laws will be forwarded to the City's legal department.

Party Committee –

It was commented that the Halloween party had some delivery problems due mainly to having two luncheon choices.

The Thanksgiving party is later today at Assabet Valley Vocational School. There will possibly be a couple of frozen turkeys to raffle off at the event, as well as, a beautiful afghan donated by the Knitting Group at the Council on Aging.

The Christmas party plans are moving along nicely

Jeanne McGeough and Richard Collins volunteered to chair the St. Patrick's Day party in March.

Other:

The next board meeting will be on 12/11/12 @ 8:45 am, at City Hall in the Mayor's Chambers located on the third floor.

The board meeting adjourned at 9:50 am.

Respectfully submitted,

Brenda Costa

Marlborough Council on Aging Board Secretary



Claims Processing - Amica Scan Center
PO Box 9690
Providence, RI 02940-9690

Toll Free: 1-800-59-AMICA
(1-800-592-6422)
Fax: 1-888-999-6497

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2012 DEC -3 A 11:07

November 30, 2012

Marlborough City Clerk
140 Main Street
Marlborough, MA 01752-2124

File Number: 60001387716
Date of Loss: 10/31/2012
Owner/ Insured: Philip Lioio
Street: 19 Preston St
Town: Marlborough
Type of Loss: Sewer back up

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.

Very truly yours,

Nicholas J. Macera

Nicholas J. Macera
Claims Department
800-592-6422 x21806
NMACERA@AMICA.COM

