



**CITY OF MARLBOROUGH  
OFFICE OF CITY CLERK**

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

**APRIL 27, 2015**

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

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

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

ORDERED:

**TURF FIELD BOND**

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

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

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

**Councilor Elder recused.**

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

ORDERED:

**Eminent Domain Order of Taking**

WHEREAS, the City Council of the City of Marlborough has determined that the public welfare, safety, and common convenience require that the easement interests in certain portions of land located on Farm Road and located on land at the intersections of Farm Road with Phelps Street, Helen Drive, and Broadmeadow Street (hereinafter, "Farm Road"), as more particularly described herein, be taken for the purpose of the reconstruction, construction, and maintenance of improvements to Farm Road, and for other municipal purposes, and that the taking by eminent domain is reasonable and necessary to carry out the aforementioned purposes; and,

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

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

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

**DESCRIPTION OF LAND TAKEN**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

**AWARDS**

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

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

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

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

#### **GRANT OF PERMANENT EASEMENTS**

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

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

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

Executed as a sealed instrument by an authorized signatory this \_\_\_\_ day of \_\_\_\_\_, 2015.

City of Marlborough  
By Its Mayor,

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

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

\_\_\_\_\_  
Notary Public  
My commission expires:

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

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

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

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

ORDERED:

**Zoning Change Limited Industrial District**

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

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

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

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

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

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

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

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

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

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



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

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

Reports of Committees:

Councilor Ossing reported the following out of the Finance Committee:

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

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

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

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

**Page 2 of 9 top of the page:**

**Replace the following sentence:**

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

**The sentence will now read (changes in bold):**

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

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

The Finance Committee adjourned at 8:15 PM.

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

Meeting Name: City Council Public Services Committee

Date: April 13, 2015

Time: 5:15 PM

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

Convened: 5:20 PM

Adjourned: 5:30 PM

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

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

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

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

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

Meeting Name: City Council Open Space Committee

Date: April 13, 2015

Time: 5:30 PM

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

Convened: 5:33 PM

Adjourned: 5:53 PM

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

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

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

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

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

**Suspension of the Rules requested – granted**

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

**Suspension of the Rules requested – granted**

ORDERED:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

WITNESS OUR HANDS as of the first date written above.

TOWN OF HUDSON

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

---

Thomas Moses

Date

TOWN OF NORTHBOROUGH

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

---

John W. Corderre

Date

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

---

Arthur G. Vigeant

Date

## **Exhibit A**

### **Community Health Worker Job Description**

#### **PREVENTION & WELLNESS COMMUNITY HEALTH WORKER**

##### **Definition**

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

##### **Essential Duties and Responsibilities**

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

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

**Supervision**

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

**Recommended Minimum Qualifications**

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



**Work Environment**

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

The employee operates standard office equipment.

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

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

**Physical Requirements**

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

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

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

**Suspension of the Rules requested – granted**

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

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

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

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

**APPROVED;** adopted.

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

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

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

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

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

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

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

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

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

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

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

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

**§ 16E. Remedies of aggrieved real estate owners:**

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

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

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

**Yea: 10 -Absent: 1**

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

**Absent: Clancy**

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

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

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

Conditions

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

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

#### Waivers

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

#### **Councilor Delano opposed.**

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

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