

# CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Finance Committee

Date: November 21, 2016

Time: 7:00 PM

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

Agenda Items to be addressed:

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 NOV 15 A 11:37

1. 11-14-2016 – **Order No. 16-1006721**: Police transfer request in the amount of \$324,200.00 to fund the recently ratified collective bargaining agreement between the City and the Police Patrol Union for FY 2016, 2017 and 2018.
2. 11-14-2016 – **Order No. 16-1006723**: DPW transfer request in the amount of \$24,626,56 which moves funds from Reserve for Salaries to Sick Leave Buyback account to fund the sick leave buy back for a retiree in DPW.
3. 11-14-2016 – **Order No. 16-1006720**: Stabilization transfer request in the amount of \$337,500.00 which moves funds from Undesignated to a new Stabilization account, Future Growth Stabilization Fund, to fund investment in projects which will increase property values and attract economic development.
4. 11-14-2016 – **Order No. 16-1006722**: Downtown Stabilization transfer request in the amount of \$150,000.00 which moves funds from Undesignated to Downtown Stabilization account by which the amount transferred is from mitigation payments related to the Crabtree Project and intended to be used for downtown economic development.

THE LISTING OF TOPICS THAT THE CHAIR REASONABLY ANTICIPATES WILL BE DISCUSSED AT THE MEETING IS NOT INTENDED AS A GUARANTEE OF THE TOPICS THAT WILL HAVE BEEN DISCUSSED. NOT ALL TOPICS LISTED MAY IN FACT BE DISCUSSED, AND OTHER TOPICS NOT LISTED MAY ALSO BE BROUGHT UP FOR DISCUSSION TO THE EXTENT PERMITTED BY LAW.

**The public should take due notice that the Marlborough City Council may have a quorum in attendance due to Standing Committees of the City Council consisting of both voting and non-voting members. However, members attending this duly posted meeting are participating and deliberating only in conjunction with the business of the Standing Committee.**

**Electronic devices, including laptops, cell phones, pagers, and PDAs must be turned off or put in silent mode upon entering the City Council Chamber, and any person violating this rule shall be asked to leave the chamber. Express authorization to utilize such devices may be granted by the President for recordkeeping purposes.**



# IN CITY COUNCIL

NOVEMBER 14, 2016

Marlborough, Mass., \_\_\_\_\_

**ORDERED** That the Police transfer request in the amount of \$324,200.00 to fund the recently ratified collective bargaining agreement between the City and the Police Patrol Union for FY 2016, 2017 and 2018, be and is herewith refer to **FINANCE COMMITTEE**.

CITY OF MARLBOROUGH BUDGET TRANSFERS --										
DEPT:		Comptroller				FISCAL YEAR:		2017		
FROM ACCOUNT:		TO ACCOUNT:								
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$671,172.25	\$324,200.00	11990006	57820	Reserve for Salaries	\$181,700.00	12100001	50420	Police Officers	\$1,915,371.52	
	Reason:	Calculated amounts for contractual obligations				Reason:	Calculated amounts for contractual obligations			
					\$2,600.00	12100001	50435	Police Specialists	\$25,299.80	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$21,300.00	12100003	51310	Overtime - Regular	\$89,729.09	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$600.00	12100003	51319	Overtime-Cell Watch	\$541.57	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$13,300.00	12100003	51320	Overtime-Court Time	\$157,353.06	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$900.00	12100003	51329	On-Call Pay	\$9,087.86	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$11,600.00	12100003	51342	Longevity	\$124,986.12	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$3,400.00	12100003	51360	Overtime-Training	\$14,039.38	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$1,200.00	12100003	51370	Overtime-Celebrations	\$2,643.46	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$4,000.00	12100003	51410	First Responder	\$39,086.86	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$33,200.00	12100003	51440	Educational Incentive	\$392,580.23	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$8,700.00	12100003	51450	Night Shift Differential	\$92,847.15	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$19,700.00	12100003	51490	Holiday	\$218,609.63	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$1,100.00	12100003	51505	K-9 Unit	\$9,927.45	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$10,200.00	12100003	51920	Sick Leave Buy Back	\$155,785.25	
	Reason:					Reason:	Calculated amounts for contractual obligations			
					\$10,700.00	88021001	51710	Workers Comp. Ins.	\$50,697.20	
	Reason:					Reason:	Calculated amounts for contractual obligations			
	\$324,200.00	Total			\$324,200.00	Total				

**ADOPTED**  
ORDER NO. 16-1006721



# City of Marlborough Office of the Mayor

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 NOV -9 A 11:52  
Arthur G. Vigeant  
MAYOR  
Nicholas J. Milano  
EXECUTIVE AIDE

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

Patricia Bernard  
EXECUTIVE SECRETARY

November 9, 2016

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

**Re: Transfer Request – Police Patrol Union Contract**

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval a transfer request to fund the recently ratified collective bargaining contract between the City of Marlborough and the police patrol union (the New England Police Benevolent Association, Inc., Local 81) for Fiscal Years 2016, 2017 and 2018; it is effective as of July 1, 2015.

The contract represents months of negotiations between myself and the Patrol leadership. I believe the enclosed Memorandum of Understanding represents a financially responsible agreement that is a fair deal for both our employees as well as the City.

I want to thank the leadership of the Patrol Union for working closely with me on this agreement and the membership of the union for supporting the agreement.

As I have noted previously when sending down executed MOAs, a crucial part of this MOA is our agreement to no longer use the Civil Service system as the only means for promotions within the Marlborough Police Department. The Civil Service system is an outdated, bureaucratic, and cumbersome method for both the appointment and promotion of police officers within the department in the 21<sup>st</sup> Century.

If you have any questions or comments, please do not hesitate to contact me.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



*City of Marlborough*  
*Office of the Comptroller*

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

November 4, 2016

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

**RE: TRANSFER REQUEST**

Dear Mayor Vigeant,

Enclosed herewith is a transfer request from the reserve for salaries to the various Police Patrolman's line items for the proposed contract. This transfer is for \$324,200.00 and is being requested in order to fund the contractual obligations to the various accounts for the patrolman. This was budgeted and included in the reserve for salaries line item for this fiscal year.

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

Sincerely,

Brian Doheny  
Comptroller

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Comptroller		FISCAL YEAR: 2017							
FROM ACCOUNT:				TO ACCOUNT:					
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$671,172.25</u>	<u>\$324,200.00</u>	<u>11990006</u>	<u>57820</u>	<u>Reserve for Salaries</u>	<u>\$181,700.00</u>	<u>12100001</u>	<u>50420</u>	<u>Police Officers</u>	<u>\$1,915,371.52</u>
	Reason:	<u>Calculated amounts for contractual obligations</u>			Reason:	<u>Calculated amounts for contractual obligations</u>			
					<u>\$2,600.00</u>	<u>12100001</u>	<u>50435</u>	<u>Police Specialists</u>	<u>\$25,299.80</u>
	Reason:				Reason:	<u>Calculated amounts for contractual obligations</u>			
					<u>\$21,300.00</u>	<u>12100003</u>	<u>51310</u>	<u>Overtime - Regular</u>	<u>\$89,729.09</u>
	Reason:				Reason:	<u>Calculated amounts for contractual obligations</u>			
					<u>\$600.00</u>	<u>12100003</u>	<u>51319</u>	<u>Overtime-Cell Watch</u>	<u>\$541.57</u>
	Reason:				Reason:	<u>Calculated amounts for contractual obligations</u>			
					<u>\$13,300.00</u>	<u>12100003</u>	<u>51320</u>	<u>Overtime-Court Time</u>	<u>\$157,353.06</u>
	Reason:				Reason:	<u>Calculated amounts for contractual obligations</u>			
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	Reason:				Reason:	<u>Calculated amounts for contractual obligations</u>			
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	Reason:				Reason:	<u>Calculated amounts for contractual obligations</u>			
					<u>\$4,000.00</u>	<u>12100003</u>	<u>51410</u>	<u>First Responder</u>	<u>\$39,086.86</u>
	Reason:				Reason:	<u>Calculated amounts for contractual obligations</u>			



# Memorandum of Agreement

By and between the

New England Police Benevolent Association, Inc., Local 81,

And

The City of Marlborough, Massachusetts

WHEREAS, the City of Marlborough (the "City") and New England Police Benevolent Association, Inc., Local 81 (the "Union"), have bargained collectively for a new collective bargaining agreement (the "New Agreement") to for the period July 1, 2015 through June 30, 2018; This offer and Agreement shall be considered off-the-record until ratified by Local 81's membership and the City. The bargaining teams shall sponsor and support such ratification

WHEREAS, the City and the Union have reached an agreement;

NOW THEREFORE, in consideration of the mutual promises herein, the Union and the City agree that the following changes will be incorporated into the collective bargaining agreement, subject to the required ratifications:

## **1. Article VII – Grievance Procedure**

*Change the first paragraph to read as follows:*

All controversies arising out of the interpretation or application of this Agreement, except as specifically noted, will be processed in the manner detailed in Steps 1 through 4, below. Failure to provide, within the established time limits, the required written response to a grievance, shall be deemed to be a denial of the grievance and the Union and/or aggrieved Patrol Officer may proceed to the next Step. **The calculation of time at each step is based on working days, excluding Saturday, Sundays and holidays.**

## **2. Article VII – Grievance Procedure**

*Add a NEW section 2 & 3 to read as follows:*

### **Section 2 – Arbitration.**

- A. The arbitrator shall have the authority to settle only grievances defined herein and the decision of the arbitrator shall be binding on both parties. The cost of the arbitrator shall be shared equally by both parties.

The arbitrator's decision shall be supported by substantial evidence on the record as a whole. The decision shall be in writing with a full statement of findings and reasons.

- B. Any expenses incidental to arbitration shall be borne equally by both parties.

- C. The arbitrator shall have no power to later amend, modify, add to, or subtract from this Agreement. The arbitrator may arbitrate only the question presented by the grievance, and shall have no power to hold hearings or render awards regarding other matters, including matters that are not arbitrable.
- D. Either party has the right to cause a stenographic transcript to be made of the arbitration proceedings at said party's own expense.
- E. Nothing outlined in the preceding paragraphs shall deprive the City of Marlborough of the right to utilize the grievance procedure on its own behalf, including the final step of arbitration.

Section 3

- A. During all of the steps of the grievance procedure, the aggrieved party or parties, if he/she or they desire, may be accompanied by a union representative and/or a member of the Association Grievance Committee. An aggrieved party, if he/she desire, may be accompanied by union counsel at Step 3 and Step 4 of the grievance procedure.
- B. The time limits specified in the preceding paragraphs of this article may be extended in writing by mutual consent of the parties. If the City fails to respond within a specified time limit, the Union shall be entitled to bring the grievance to the next level. If the Union fails to file a grievance or an appeal within the specified time limit, the grievance shall be waived.

**3. Article VIII – Civil Service**

*Delete this Article and rewrite:*

~~The City and the Union shall recognize and adhere to all Civil Service and State Labor Laws and rules and regulations relative to seniority, promotions, transfers, discharges, 6 removals, and suspensions, and the Union and the City agree that matters contained herein shall not be subject to Article VII of this Agreement, unless an employee elects arbitration as his exclusive remedy in a suspension or dismissal case, as provided in G.L. c. 150E, Section 8.~~

At the time that the Legislature of the Commonwealth of Massachusetts exempts the Union's bargaining unit positions from the application of G.L. c. 31, Civil Service, then and only then, Article VIII, Civil Service, shall be deleted. The effective date will be whenever the legislation is passed and signed by the Governor.

The Union will not oppose the City's application to remove its positions from Civil Service.

**4. Article VIII – Promotions**

*Re-name Article and add the following:*

Promotions are based upon the merits of the candidates and their personal performance in the promotion process, and never on favoritism or seniority alone. A promotion is an investment in the future, not only

for the department, but also for the employees who will be supervised and guided by the promoted member.

### Policy

It is the policy of this department to recommend promotions based upon an employee's training, experience and merit. The Mayor is the Appointing Authority. No employees will be denied promotion based upon any discriminatory criteria, including, but not limited to, race, creed, color, national origin, gender, gender identity, sexual orientation, parental status, veteran status, age, union activity, religion, political affiliation, handicap, or any other protected category. When a vacancy occurs within the Union, the City shall fill the position within a reasonable amount of time from the date the position becomes vacant.

### Procedures

Promotions of sworn personnel are processed under the direction of the Chief of Police. His/her duties shall include:

1. Posting written announcements of any scheduled promotional opportunities;
2. Coordinating with any companies or consultants contracted to participate in the promotion process;
3. Protecting the integrity of the promotional process by ensuring that all promotional materials, documents, scores, and completed evaluations are kept in a secure location; and will remain confidential to the extent provided through this agreement; and
4. Maintaining copies of active promotion lists.

### Testing/Scoring Materials

Testing and scoring materials shall not be left unattended for any period of time. Materials not under the immediate and direct control of a person authorized to possess them shall be kept in a secure area approved by the Chief of Police. Promotional materials shall be retained by the Chief of Police for the officer's duration of employment. These include:

1. Interview questions and score sheets; and
2. Assessment Center questions, exercises, evaluations and other related materials.

### Notice of a Promotional Process

The Chief or his/her designee shall advise all affected personnel of an upcoming promotional process no less than 90 days in advance of the assessment date by:

1. Immediately posting the notice in a prominent place within the police station;
2. Forwarding the notice to supervisors to be read at roll call; and
3. Forwarding an electronic copy through the department's email system.

Officers out for an extended illness or injury, on administrative or other leave, or on active military duty or otherwise not likely to receive notice shall be sent a copy of the assessment notice by email or first class mail.

### Eligibility

For employees hired prior to the date of this Agreement: To be eligible for promotion to the rank of Sergeant the candidate must have three full years of permanent full time service with a police department as of the assessment date.

For employees hired on or after the date of this Agreement: To be eligible for promotion to the rank of Sergeant the candidate must have three full years of permanent full time service with a police department as of the assessment date, and have a minimum of an associate's degree.

### Promotional Process

Promotions to the rank of Sergeant may be based on an assessment center evaluation and an oral board. Written exams may be used at the discretion of the City.

Assessment center evaluations will be given when determined by the Chief of Police, however all vacancies will be filled within a reasonable amount of time following the vacancy.

The City will consult with the Union and determine the process for assessment centers and provide that to the Union in advance.

Assessment results are valid for one promotional process following the assessment unless otherwise agreed by the parties, but no eligibility list will exceed one year from the date of the assessment.

One Union representative may attend the assessment center for observational purposes, pursuant to the reasonable guidelines established by the organization conducting the assessment center. If available, videotapes of the assessment center may be reviewed by a team of representatives of the City and Union solely for the purposes of an appeal process.

In the interest of career development, the Chief of Police shall make every effort to meet with candidates once the promotional process is complete for purposes of providing feedback to candidates. To the extent possible, assessment center representatives will debrief the candidates regarding their performance in the promotional processes.

### Candidate Interviews

In addition to an assessment center, nothing shall prevent the City from conducting an interview of the candidates, to include oral boards. Interviews shall be conducted from a prepared list of questions, reviewed by a union representative, and the board(s) will rate responses.

### Candidate Selection

The Chief of Police shall make a written recommendation for promotion from the list of eligible candidates based on the following criteria:

1. Job related experience, including veteran status;
2. Performance evaluation in his/her present position (including contributions to the department);
3. Results of Assessment Center, written exam, and interview;
4. Supervisory evaluation of the employee's promotion potential;
5. Sick Leave record;
6. Formal education and training;
7. Disciplinary record of the employee;
8. Work ethic and initiative.

### Final Selection

The Mayor is the appointing authority and shall determine the final selection of a candidate for promotion. The parties agree that the Union shall have the right to grieve and arbitrate alleged violations of the Promotion Procedure, provided that any grievance cannot challenge any written exam question, any question or score from an oral interview or any question asked during interviews throughout the promotional process. No individual who is not a member of the bargaining unit shall have the right to grieve any aspect of the Promotion Procedure. No individual shall have the right to arbitrate alleged violations of the Procedure without the approval of the Union. The arbitrator will not have the right to order a particular candidate to be promoted but will have the right to have the promotional process re-done. The Mayor's decision on promotion will stand until the new promotional process is complete. If the officer who was originally promoted is not selected after the new promotional process, he/she shall be returned to the previous rank held.

The Union shall, on behalf of any candidate who is a member of the bargaining unit, file an appeal of the promotional process in accordance with Article VII. All grievances under this promotional process will start at Step II.

### **5. ARTICLE X OVERTIME**

*Delete middle line Section 5B to read as follows:*

#### Section 5

- A. All Police Officers covered by Article I will have the right of first refusal of extra paid details assignments.
- B. Patrol Officers who work an outside detail shall be paid the detail rate established by a majority vote of the Union but shall not be greater than 1.5 times top step Patrol Officer's hourly rate (including incentives). This vote shall be taken annually prior to December and in no case shall the detail rate be greater than the ranking officers detail rate. The next rate change to take effect January 1, 2017.

### **6. Article XIII – Health and Life Insurance**

*Delete and replace to read as follows:*

The City agrees to contribute 70% of the cost of the exclusive provider organization (E.P.O.) part of the plan, and 60% of the cost of the preferred provider option (P.P.O.) part of the plan.

The life insurance plan in effect at the time of this agreement shall continue in force as long as this agreement is in force unless changed by mutual agreement.

The City will provide members with an optional Dental Plan with the cost borne equally (50/50) by both parties.

**7. Article XIV - CLOTHING ALLOWANCE Section 1D**

*Change to read as follows*

Members of the bargaining unit who perform outside road details shall be allowed the option of wearing a warm weather detail uniform during the months of May through ~~September~~ **October**. The specific items of such uniform shall be designated and authorized by the Chief of Police. Members of the bargaining unit shall be individually responsible for the purchase of those detail uniform clothing items and shall be afforded the option of use of the standard issue clothing allowance for purchasing those detail uniform items.

**8. Article XIV CLOTHING ALLOWANCE Section 6**

*Change to read as follows*

Notwithstanding any contrary provision of this Article, the City will continue to provide new hires with initial issue under Section 3 but will not pay the annual uniform and clothing allowance under Section 1 during the first year of employment. Instead, each newly hired officer will purchase a ballistic vest (choosing among such vests as are approved by the Chief) and will be reimbursed therefore by the City. Such officer shall be required to wear the vest while on uniformed patrol and in other appropriate situations as ordered by the Chief. The Union shall annually, on or before January 15<sup>th</sup>, provide the Chief with a list of patrol officers eligible for replacement body armor based on the five (5) year recommended replacement cycle. The City shall replace those vests prior to August 1<sup>st</sup> of that year provided that the City has already received the necessary funds.

**9. Article XVI - PERSONAL LEAVE AND LEAVE OF ABSENCE Section 4**

*Change to read as follows:*

**Section 4 MILITARY LEAVE**

Every Police Officer covered by this Agreement who is a member of a reserve component of the Armed Forces of the United States shall be granted, in accordance with Section 59 of Chapter 33 of the Massachusetts General Laws, leave of absence with pay during the time of his annual tour of duty as a member of such reserve component; provided, however, that such leave shall not **exceed seventeen thirty (30)** calendar days.

**10. Article XIX - Salaries Section 1**

*Change paragraph one to read as follows:*

The base salaries of Patrol Officers, which shall always be calculated on the basis of a fifty-two (52) week per year formula, shall be increased the following percentages and amounts on the dates indicated:

Effective July 1, 2015	2%
Effective July 1, 2016	2%
Effective July 1, 2017	2%

The wage rates are set forth in Schedule A to this Agreement. All employees may be paid by way of electronic, paperless, direct deposit.

**11. Article XIX - Salaries Section 4B**

*Change paragraph 4B to read as follows:*

**Section 4B**-Patrol Officers, not eligible for the Educational Incentive Payments pursuant to Section 108L, shall receive the following annual educational incentive payment from the Police Department, if, the Patrol Officer holds a qualifying degree (as defined by Section 108L):  
Master / Law Degree \$6,000.00 (annually)  
Bachelor Degree \$3,750.00 (annually)

**12. Add New Section, Certification**

**Irrespective of the foregoing, all Patrol Officers shall receive a permanent \$1,500.00 increase in their base salary effective upon Certification of the Marlborough Police Department by the Massachusetts Police Accreditation Commission.**

**13. Article XIX, Master Police Officer**

**In consideration of the Union's agreement to the City's proposals regarding revocation of and reform of Civil Service, changes to the Health Insurance Language, pay scale adjustments for new hires, the Master Police Officer differential shall be adjusted as follows effective upon date of signing:**

**All Patrol Officers with 10 years of service will receive a permanent onetime differential increase equal to 5% of their base salary (thereby replacing the weekly 5 % differential), plus a permanent \$1,000.00 increase in their base salary on their 10<sup>th</sup> year anniversary date.**

**All Patrol Officers will receive a \$1,000.00 lump sum payment annually on their anniversary for years 11-19 (not added to base).**

**All Patrol Officers with 20 years of service will receive a permanent \$1,000.00 increase in their base salary on their 20th year anniversary date.**

**All Patrol Officers will receive a \$1,000.00 lump sum payment annually on their anniversary date for years 21-24 (not added to base).**

**All Patrol Officers with 25 years of service will receive a permanent \$1,300.00 increase in their base salary on their 25th year anniversary date.**

**All Patrol Officers currently with more than 25 years of service as of this contract will receive a permanent \$1,300.00 increase in base pay on their next anniversary date.**

In addition, all Patrol Officers with over 25 years of service will receive an annual \$1300.00 lump sum payment each year on their anniversary date until retirement (not added to base).

The above amounts are not retroactive (for example, an officer who has served for 18 years as of the date of this Agreement will receive the 20 year anniversary date increase of \$1000 to base salary on the officer's 20<sup>th</sup> anniversary; he/she will not receive the 10 year anniversary increase of \$1000). Officers with more than 25 years of service will receive their only payment of \$1,300.00 addition to base on their next anniversary date.

Sample Master Patrol Salary Table

Years of Service	Base Salary	Master Patrol Differential (5%)	Anniversary Base Salary Increase	New Base Salary	Lump Sum Payment
1-9	50,000	0	0	50,000	0
10	50,000	2500	1000	53,500	0
11	53,500	0	0	53,500	1000
12	53,500	0	0	53,500	1000
13	53,500	0	0	53,500	1000
14	53,500	0	0	53,500	1000
15	53,500	0	0	53,500	1000
16	53,500	0	0	53,500	1000
17	53,500	0	0	53,500	1000
18	53,500	0	0	53,500	1000
19	53,500	0	0	53,500	1000
20	53,500	0	1000	54,500	0
21	54,500	0	0	54,500	1000
22	54,500	0	0	54,500	1000
23	54,500	0	0	54,500	1000
24	54,500	0	0	54,500	1000
25	54,500	0	1300	55,800	0
26	55,800	0	0	55,800	1300

SAMPLE

#### **14. Article XXIII – Duration of Agreement**

*Change the first paragraph to read as follows:*

This Agreement shall be in force from July 1, **2015**, to and including June 30, **2018**. Commencing after January 1, **2018**, on mutually agreed dates at the Mayor's convenience, negotiations shall start for a new Police Patrol Officers' Agreement. All portions of this Agreement shall remain in full force and effect until such changes or revisions have been agreed upon by both parties.

#### **15. New Article – Layoff & Recall**

*Add to read as follows:*

For purposes of this Article only, the term "Seniority" shall mean length of continuous service within the bargaining unit as define in Article 1.

For the purposes of this Agreement, the term "layoff means a reduction in the number of employees due to a lack of work, lack of funds or abolition of position. In the event of a layoff; the least senior employee or employees shall be laid off first. In any such case a five (5) days' advance notice of the contemplated layoff shall be given to the employee in writing; a copy of such notice shall also be given to the Union.

A laid-off employee shall have recall rights for a maximum period of five (5) years. Recall shall be in order of seniority with the employee with the highest level of seniority having first right of recall. Notice of recall shall be via certified mail to the employee's last known address. A recalled employee shall notify the Chief of Police within fourteen (14) calendar days of mailing of the recall notice of his or her intention to return to the Marlborough Police Department. Any person refusing or failing to exercise such recall opportunity within such fourteen (14) day period shall be deemed to have waived his or her right of recall permanently and absolutely. Employees must be available to work within twenty-one (21) calendar days of receiving notice in order to be eligible for recall. This requirement may be waived with the agreement of the Chief of Police. Prior to returning to work a recalled employee may be required to undergo a physical examination, physical abilities test or such other examination or investigation as the Chief of Police deems necessary and appropriate. If, based on the results of such examination or investigation, the Chief of Police rescinds the offer of recall he/she shall provide the employee with a written statement of his reasons for the rescission.

Laid off employees will be responsible for maintaining any required licenses or certifications, provided that laid off employees are allowed to attend department training sessions, if available at no cost to the employee or the City. Laid off employees will be allowed to attend courses which involve a cost provided they pay their portion of the costs. Laid off employees, who are otherwise no longer employed by the City in any capacity, shall sign a Release of All Claims arising from the training on a form provided by the City as a condition of attendance of such City-sponsored training sessions and/or courses. This form will indicate that the individual is participating on an unpaid voluntary basis and not as employees of the City and, except in instances involving gross negligence on the part of the City, they accept all risks associated with participation in the program.

#### **16. New Article – Just Cause**

*Add to read as follows:*

Employees will not be disciplined or discharged without just cause. An employee who has been disciplined or discharged may elect to appeal his/her discipline or discharge to binding arbitration in accordance with the grievance procedure of this Agreement and pursuant to the provisions of Section 8 of Chapter 150E; provided that, upon filing for arbitration, any such election will constitute a waiver of any right to appeal such matter to Civil Service.

**17. New ARTICLE - SELECTION OF NEW PERSONNEL**

*Add to read as follows:*

**The City will contract with a Company to provide an initial new hire list of potential police officer candidates on an annual or bi-annual basis.**

**New personnel will be hired in accordance with Marlborough Police Department Policy and Standard Operating Procedures Recruitment and Selection 1.26, effective December 1, 2015, as it may be amended from time to time. The Parties acknowledge that references to Civil Service in said policy will be removed and no longer in force and effect when the Legislature of the Commonwealth of Massachusetts exempts the Union's bargaining unit positions.**

**All new employees will be subject to a 12 month probationary period.**

**This Agreement** is subject to ratification by the City of Marlborough and by New England Police Benevolent Association, Inc., Local 81 and to appropriation. This Agreement shall not be implemented unless the parties have ratified and fully executed the Agreement.

This Agreement has been duly executed by authorized representatives of the City of Marlborough and by New England Police Benevolent Association, Inc., Local 81.

IN WITNESS WHEREOF, the Union and the City, by their authorized representatives, have set their hands to this

Memorandum of Agreement on this 25 day of October, 2016,

CITY OF MARLBOROUGH,  
By its Bargaining Team,  
duly authorized,



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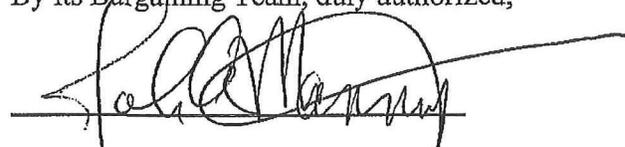
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NEW ENGLAND POLICE BENEVOLENT  
ASSOCIATION, LOCAL 81,  
By its Bargaining Team, duly authorized,



Thermon Keithman

Scott Taylor  
Paul Connors

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## SCHEDULE A

	1-Jul-15	1-Jul-16	1-Jul-17
Step 1		\$ 40,000.00	\$ 40,800.00
Step 2	\$ 48,516.78	\$ 49,487.11	\$ 50,476.86
Step 3	\$ 51,678.23	\$ 52,711.79	\$ 53,766.03
Step 4	\$ 53,760.68	\$ 54,835.89	\$ 55,932.61
Step 5	\$ 60,385.71	\$ 61,593.43	\$ 62,825.30

Effective July 1, 2016

Step 1 = Start of Employment. Notwithstanding the above, the New Step 1 shall be effective for new hires as of January 1, 2017.

Step 2 = 6 months of service

Step 3 = 1 year of service

Step 4 = 2 years of service

Step 5 = 3 years of service



# IN CITY COUNCIL

NOVEMBER 14, 2016  
 Marlborough, Mass.,

**ORDERED:**

That the DPW transfer request in the amount of \$24,626.56 which moves funds from Reserve for Salaries to Sick Leave Buyback account to fund the sick leave buy back for a retiree in DPW, be and is herewith refer to **FINANCE COMMITTEE**.

CITY OF MARLBOROUGH										
BUDGET TRANSFERS --										
	DEPT:	Comptroller					FISCAL YEAR:	2017		
		FROM ACCOUNT:					TO ACCOUNT:			
Available									Available	
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance	
\$671,172.25	\$24,626.56	11990006	57820	Reserve for Salaries	\$24,626.56	14001303	51920	Sick Leave Buy Back	\$28,893.42	
	Reason:	Recalculate amounts for contract obligations				Reason:	Obligation for retirement from DPW			
	\$24,626.56	Total			\$24,626.56	Total				

**ADOPTED**

ORDER NO. 16-1006723



*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2016 NOV - 9 A 11: 52  
*Arthur G. Vigeant* MAYOR  
*Nicholas J. Milano* EXECUTIVE AIDE

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

*Patricia Bernard*  
EXECUTIVE SECRETARY

November 9, 2016

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

*Fin Com*

**Re: Transfer Request – Sick Leave Buy Back**

Honorable President Clancy and Councilors:

Please find enclosed for your review and approval a transfer request in the amount of \$24,626.56 to fund the sick leave buy back for a retiree in the Department of Public Works. This transfer would move the funds from the reserve for salaries to the sick leave buy account for DPW. This sick leave buy back was budgeted and included in the reserve for salaries line item.

If you have any questions or comments, please do not hesitate to contact me or Comptroller Brian Doheny. We look forward to discussing this request with you.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



*City of Marlborough*  
*Office of the Comptroller*

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

October 13, 2016

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

**RE: TRANSFER REQUEST**

Dear Mayor Vigeant,

Enclosed herewith is a transfer request from the reserve for salaries to the sick leave buy back account for DPW. This transfer is for \$24,626.56 and is being requested in order to fund the contractual obligations to the sick leave buy back account for the retiree. This was budgeted and included in the reserve for salaries line item for this fiscal year.

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

Sincerely,

Brian Doheny  
Comptroller





# IN CITY COUNCIL

Marlborough, Mass., NOVEMBER 14, 2016

## ORDERED:

That the Stabilization transfer request in the amount of \$337,500.00 which moves funds from Undesignated to a new Stabilization account, Future Growth Stabilization Fund, to fund investment in projects which will increase property values and attract economic development, be and is herewith refer to **FINANCE COMMITTEE.**

CITY OF MARLBOROUGH									
BUDGET TRANSFERS --									
	DEPT:	Mayor					FISCAL YEAR:	2017	
Available									Available
Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Balance
\$12,176,290.00	\$337,500.00	10000	35900	Undesignated Fund	\$337,500.00	83600	32727	Stabilization-Revenue Growth	\$0.00
	Reason:							First mitigation payment from the Preserves @ Ames Brookview Village for the City Revenue Growth Enhancement Fund	
	\$337,500.00	Total			\$337,500.00	Total			

ADOPTED

ORDER NO. 16-1006720



*City of Marlborough*

*Office of the Mayor*

7.  
*Arthur G. Vigeant*  
MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
OF MARLBOROUGH

*Thomas J. Milano*  
EXECUTIVE AIDE

140 Main Street

Marlborough, Massachusetts 01752

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

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

2016 NOV -9 A 11:52

*Patricia Bernard*  
EXECUTIVE SECRETARY

November 9, 2016

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

*Fin Com*

**Re: Transfer Request – Future Growth Stabilization Fund**

Honorable President Clancy and Councilors:

Please find enclosed for your review a transfer request in the amount of \$337,500.00 from the Undesignated Fund to a new stabilization account: the future growth stabilization fund. The amount being transferred is from mitigation payments related to the Preserve at Ames project, now known as the Talia Apartments. The comprehensive permit for this project included two payments of \$337,500, the first was received on August 25, 2016. A second payment is due within six months.

Per the comprehensive permit, these mitigation funds are to be used for a stabilization funds that will be used to invest in projects that increase property values and attract economic development. I have attached a letter dated December 3, 2012, regarding the creation of this stabilization fund which indicates that any transfers out must be submitted by the Mayor and approved by the City Council. I look forward to working with you to utilize these mitigation funds in a way that will be most beneficial to residents.

I have attached the December 3, 2012 letter and a copy of the Comprehensive Permit with the relevant sections related to the mitigation funds highlighted.

Thank you again for your continued partnership and please do not hesitate to let me know if you have any questions on this matter.

Sincerely,

**Arthur G. Vigeant**  
Mayor

Enclosures

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2017

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
\$12,176,290.00	\$337,500.00	10000	35900	Undesignated Fund	\$337,500.00	83600	32727	Stabilization-Revenue Growth	\$0.00
	Reason:	_____				First mitigation payment from the Preserves @ Ames Brookview Village for the City Revenue Growth Enhancement Fund			
		_____				_____			
		_____				_____			
	Reason:	_____				_____			
		_____				_____			
	Reason:	_____				_____			
		_____				_____			
	Reason:	_____				_____			
		_____				_____			
	\$337,500.00	Total			\$337,500.00	Total			

Department Head signature: \_\_\_\_\_

Auditor signature: \_\_\_\_\_

Comptroller signature: \_\_\_\_\_

*[Handwritten Signature]*  
*[Handwritten Signature]*



Attachment #1

City of Marlborough  
Office of the Mayor

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

Received  
12/4/2012

Arthur J. Vigeant  
MAYOR

Michael C. Berry  
EXECUTIVE AIDE

Patricia Bernard  
EXECUTIVE SECRETARY

December 3, 2012

James Natale, Chairman  
Marlborough Zoning Board of Appeals  
City Hall  
Marlborough, MA 01752

RE: Marlborough Future Growth Fund

Dear Mr. Natale:

As you and the members of your Board know, the three of us have different opinions regarding whether the comprehensive permit request for the Gutierrez Company currently pending before your Board should be approved. We all agree, though, that if the project is approved, the \$675,000 in mitigation funds being proposed should be devoted primarily if not totally to a fund that will continue to enhance our efforts to keep residential taxes stable by expanding our tax base. Therefore, we propose that, if you vote to approve this project, you include the following permit condition:

Condition X

All Mitigation funds received by Applicant will be deposited into a fund to be created by the Mayor and City Council, to be called the Marlborough Future Growth Fund, a fund whose purpose will be to invest in projects that:

- Will significantly increase the assessed value of the property involved
- Will increase the values of surrounding properties
- Will significantly enhance Marlborough's status as a magnet for new companies and their employees

Our hope is that these funds, the control of which will be subject to transfer request by the Mayor and approval by the City Council, will allow us to invest in targeted projects that, in the absence of said funding, would not happen and that, if they do not happen, will have multiplier effect in stimulating further economic growth.

Very truly yours,

Arthur Vigeant, Mayor

Trish Pope, City Council President

Joseph Delano, Chairman, Operations and Oversight Subcommittee

Joseph F. Delano Patricia Pope



**FILE COPY**

**City of Marlborough  
Zoning Board of Appeals**

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3768 Facsimile (508) 460-3747

**ZBA Case:** 1410-2012  
**Location:** Off of Ames Street and Route 20

**Date:** January 29, 2013

**Zoning Board of Appeals**  
(Mass General Law Chapter 40A, Section 16)

The Zoning Board of Appeals of the City of Marlborough, MA hereby certifies that the below applicant was granted variances for their attached Comprehensive Permit (Chapter 40B, Section 21-23)

**To:** The Gutierrez Company (c/o Atty. Arthur Bergeron and Brian Falk, Mirick O'Connell)

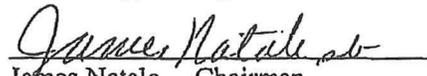
**Address:** 1 Front Street

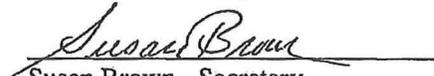
**City:** Worcester, MA 01608

Affecting the right of the owner(s) with respect to land or building(s) at:

Off of Ames Street and Route 20, being Map 89, Parcel 78 and Map 89, Parcel 3B.

And the said Board of Appeals further certifies that the decision attached hereto is a true and correct copy of all plans referred to in the decision, have been filed with the City Clerks' Office.

  
James Natale - Chairman

  
Susan Brown - Secretary

Submitted to the City Clerks' Office on January 29, 2013.



**City of Marlborough**  
**Zoning Board of Appeals**  
140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3768 Facsimile (508) 460-3747

Case # 1410-2012 Date: January 29, 2013  
Name: The Gutierrez Company  
Location: Off of Ames Street and Route 20

**COMPREHENSIVE PERMIT**  
**Chapter 40B, Section 21 – 23**

The Board of Appeals of the City of Marlborough, Massachusetts, hereby certifies that a Comprehensive Permit has been **GRANTED**:

To: The Gutierrez Company, a Delaware corporation (Managing Agent of Marlborough/Northborough Land Realty Trust), its successors and assigns.

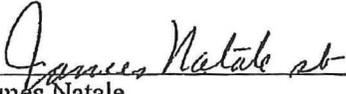
Address: Land on Ames Street having no currently designated street number, being a portion of the land described in a deed to Arturo J. Gutierrez, John A. Cataldo, and Arthur Gutierrez, Jr., the Trustees of Marlborough/Northborough Land Realty Trust recorded with Middlesex South Registry of Deeds in Book 31932, Page 445, and being shown on Marlborough Assessor's Map 89 as Parcels 78 and 3B.

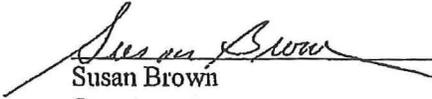
City: Marlborough, Massachusetts 01752.

The Board of Appeals further certifies that the decision attached hereto is a true and correct copy of its decision GRANTING said Comprehensive Permit, and that copies of said decision, and all plans referred to in the decision, have been filed with the City Clerk's Office.

Any person aggrieved of this decision may appeal within twenty (20) days after the decision has been filed in the City Clerk's Office, pursuant to M.G.L. c. 40A, § 17.

The applicant may appeal within twenty (20) days to the Housing Appeals Committee, pursuant to M.G.L. c. 40B, Section 22.

  
James Natale  
Chairman

  
Susan Brown  
Secretary

Submitted to the City Clerk's Office on January 29, 2013.



**City of Marlborough**  
**Zoning Board of Appeals**  
140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3768 Facsimile (508) 460-3747

**COMPREHENSIVE PERMIT**  
**The Preserve @ Ames – a.k.a. Brookview Village**  
**ZBA Case # 1410-2012**

**A. PROCEDURAL HISTORY:**

1. On July 9, 2012, The Gutierrez Company (the "Applicant") submitted an application (the "Application") to the Marlborough Zoning Board of Appeals (the "Board") for a comprehensive permit to construct a residential rental community (the "Project") on land it owns or controls on Ames Street, shown on Marlborough Assessor's Map 89 as Parcels 78 and 3B (the "Site").
2. The public hearing was timely commenced on August 7, 2012, and was continued with good cause and with the consent of the Applicant to September 4, 2012, September 25, 2012, October 30, 2012, December 4, 2012, and January 8, 2013, at which time the hearing was duly closed.
3. The Board received a variety of submittals, plans, reports and materials from the Applicant and its representatives, comments and guidance from various City officials, and comments from members of the public.

**B. DESCRIPTION OF PROJECT:**

1. The Project is described on the plans of Allen & Major Associates, Inc. entitled "Site Development Plans for Brookview Village, Multi-Family Residential, Marlborough, MA 01752," as revised through September 17, 2012. These plans, as revised, reflect revisions generated through comments submitted to the Board and negotiations with the Applicant. These site plans and architectural plans are hereinafter referred to collectively as the "Plans."
2. The Project, as shown on the Plans, consists of 225 residential rental units. The Applicant has proposed 118 one-bedroom units, 94 two-bedroom, and 13 three-bedroom rental apartment units.

3. The Applicant has proposed that twenty-five (25%) of the units, or 57 units, will be restricted for rents that are affordable to households of low and moderate income earning no more than eighty (80%) percent of the median household income for the area, as may be determined by reference to statistics compiled by the Department of Housing and Community Development.
4. The Site consists of approximately 18.73 acres and is divided between the City's Limited Industrial District (LI) and the City's Industrial District (I). The Site is thickly wooded, contains wetlands, and Millham Brook runs along the northern edge of the Site. The Project, as shown on the Plans, would not be possible without the granting of waivers from existing local ordinances and regulations.
5. The Project is to be served by the City's public water and sewer systems.
6. The Applicant agreed to provide measures to mitigate local concerns. The commitments made by the Applicant in this regard have been included in the conditions of approval contained in Section D of this decision.

**C. FINDINGS:**

1. The Applicant has submitted to the Board a certification that it will comply with all the rules and regulations of the Massachusetts Housing Partnership, which has issued a Site Eligibility Letter regarding the Project. The Board finds that the Applicant is or will be a limited dividend organization as required under 760 CMR 56.04(1)(a).
2. The Application includes a Determination of Project Eligibility issued by the Massachusetts Housing Partnership ("MHP") on July 3, 2012. Therefore, accordingly, the Board finds that the Project is fundable as required by 760 CMR 56.04(1)(b).
3. The Applicant controls the Site within the meaning of 760 CMR 56.04(1)(c) as it controls the Marlborough/Northborough Land Realty Trust, the record title owner of the Site.
4. The Board finds that the Applicant has designed the Project and responded to the City's concerns in a manner that, with the additional conditions contained herein, adequately addresses "local concerns" as contemplated under M.G.L. c. 40B, §§ 20-23.
5. The Board finds that the Applicant has agreed to the imposition of certain conditions of approval that will address local concerns with the Plans and the Project, including but not limited to issues relating to environmental, wetlands, safety, traffic, and affordable housing. The Board finds that these conditions are consistent with local needs and that such conditions will not render the Project uneconomic as contemplated under M.G.L. c. 40B, §§ 20-23.

6. The Board finds that the waivers that are granted herein with respect to certain local rules and regulations are necessary to avoid rendering the Project uneconomic as contemplated under M.G.L. c. 40B, §§ 20-23.
7. The City of Marlborough has met the statutory minimum set forth in M.G.L. c. 40B, § 20 and 760 CMR 56.03(3)(a).

**D. DECISION AND CONDITIONS:**

Based upon the findings listed above, a 3-2 vote of the Board at its meeting on December 4, 2012, and a confirmatory vote on January 8, 2013 reviewing and approving the proposed permit conditions, subject to minor changes to various conditions to be drafted by Applicant, and further subject to review by the City's Legal Department as to proper form, a Comprehensive Permit is GRANTED to the Applicant, and shall be binding on the Applicant and its successors and assigns, subject to the following conditions which are likewise binding on the Applicant and its successors and assigns:

Site Plan Review:

1. The Project shall be constructed substantially in accordance with the Plans.
2. The Project shall be subject to Site Plan Review. The Plans may be modified through Site Plan Review, provided, however, that the Site Plan Review Committee may not require modifications to the Plans that are inconsistent with this Comprehensive Permit decision.
3. Following Site Plan Approval, the Applicant shall deliver two (2) full-size, complete sets of the Plans to the Board.

Modification of the Plans:

4. Proposed modifications to the Plans following the issuance of this Comprehensive Permit decision and Site Plan Review shall be submitted to the Building Inspector, who may determine whether modifications are major or minor, and may approve minor modifications to the Plans. Any proposed major modification of the Plans shall be submitted for review by the Site Plan Review Committee and, if the Site Plan Review Committee determines that the modifications are inconsistent with the Comprehensive Permit decision pursuant to Condition #2 above, for review by the Board.

Market Rate and Affordable Units:

5. The Project shall contain no more than 225 residential apartment units. Of the 225 residential apartment units, 118 units shall be one-bedroom units, 94 units shall be two-bedroom units, and 13 units shall be three-bedroom units. If the stated unit mix is

amended and, as a result, reduces the overall bedroom count, this reduction shall be deemed an insubstantial change.

6. Of the Project's 225 residential apartment units, 57 units shall be restricted for rents that are affordable to households of low and moderate income earning no more than eighty (80%) percent of the median household income for the area, as may be determined by reference to statistics compiled by the Department of Housing and Community Development (the "Affordable Units"). The Affordable Units shall remain so restricted in perpetuity.
7. For every three market rate units constructed by the Applicant, the Applicant shall construct one Affordable Unit so that the Affordable Units are constructed in proportion to the market rate units. The Affordable Units shall be evenly distributed throughout the Project, and shall not be concentrated in designated areas of the Project. All affordable units will be designated in a plan filed with the Building Inspector prior to the issuance of any building permit.
8. The Project may be allowed to convert to for-sale condominiums in the future, but such conversion will require the approval of the Board to do so. All affordable units converted will remain affordable in perpetuity.

MHP Approval and Regulatory Agreement:

9. The Applicant shall obtain final approval from MHP prior to the issuance of any building permit for the Project. Any proposed change in the subsidy source shall be deemed a non-substantial change and will not require a hearing or approval of the Board.
10. The Applicant shall provide a copy of the Regulatory Agreement between the Applicant and MHP or another state qualified subsidizing agency to the Board upon execution. Applicant shall, before submitting said Regulatory Agreement to MHP or another qualified subsidizing agency for review, have said Agreement reviewed by the City Solicitor as to form.

Additional Approvals:

11. The Applicant shall complete all filings and processes required by the Massachusetts Environmental Policy Act (MEPA) Office prior to the issuance of a building permit.
12. Prior to applying for a building permit for the Project, the Applicant shall obtain an Order of Conditions from the Conservation Commission. In addition to complying with said Order of Conditions, the Applicant shall minimize disturbances within the 50-foot wetlands buffer zone, substantially as shown on the Plans.

Site Design:

13. The Site's connections to the City's public water and sewer systems shall be subject to Site Plan Review and completed in accordance with rules and regulations of the Department of Public Works. If applicable, the Applicant shall provide the City with any easements necessary to complete its connections to the City's public water and sewer systems prior to the issuance of any building permits for the Project.
14. The Site's connection to the public water system shall be looped via a connection with the public water infrastructure to the east of the Site, substantially as shown on the Plans.
15. The Site's drainage system shall be constructed substantially as shown on the Plans, subject to Site Plan Review. The Applicant shall grant access easements to allow the City to access and maintain the Site's detention basins, if deemed necessary by the Department of Public Works. Maintenance of the drainage system after completion of the project will continue to be the responsibility of the Applicant, its successors and assigns.
16. Any trenching in public ways shall be in compliance with Massachusetts law and pursuant to permits issued by the Department of Public Works. Any trenches shall be backfilled with appropriate fill mutually agreed upon with the City Engineer, and the public ways milled and resurfaced. Work in public ways shall be conducted during hours of non-peak traffic volume. Work in Route 20 shall be coordinated with MassDOT.
17. New sidewalks and crosswalks shall be constructed offsite substantially as shown on the Plans, subject to Site Plan Review and MEPA review. The Plans show a crosswalk across Ames Street to Reilly Way. Applicant shall use reasonable efforts to cause appropriate re-signalization, subject to MassDOT approval, at the traffic signals at the intersection of Rte. 20 and Ames St and at the entrance to RK Plaza. Because MassDOT has full jurisdiction along Route 20, the Applicant shall coordinate any new crosswalks over Route 20 with MassDOT, to ensure consistency with traffic signalization. All new crosswalks shall have appropriate signage and alert signals, as deemed necessary by MassDOT.
18. The Applicant shall provide and maintain a gated, year-round emergency access way onto the Site for use by emergency vehicles only, substantially as shown on the Plans. The Applicant shall be responsible for snow removal and other maintenance of the emergency access way. If the gate is opened for snow removal or other maintenance, it shall be closed promptly. Through Site Plan Review, the Applicant shall ensure that the emergency access way is acceptable to the Fire and Police Departments.
19. An 18-inch non-combustible buffer shall be installed around the perimeters of all buildings.

20. As part of the MEPA review process and Site Plan Review, the Applicant shall design a walking trail to allow residents and the public to walk from the Site through other land now owned by Applicant to a location across from the existing traffic light in front of RK Plaza, said location being at other land now owned by Applicant and shown on the Marlborough Assessors Maps as Map 78, Parcel 14 (shown as Lot 14 on Plan 1157 of 2000, recorded in the Middlesex South Registry of Deeds). The Applicant shall be responsible for the maintenance of said walking trail and shall ensure that, if Applicant conveys to a third party(ies) any of the land through which the walking trail passes, any such conveyance(s) will be made expressly subject to, and with the benefit of, a continuing easement for the passive recreational use of said walking trail, said easement to be conveyed to the City and recorded by Applicant at its expense at the Middlesex South Registry of Deeds and/or the Middlesex South Land Registration Office, whichever is appropriate.
21. The Project's clubhouse shall be constructed during the first phase of construction of the Project, if construction is phased.
22. Applicant shall specify an appropriate area for additional parking spaces, up to the number that would be required through the zoning ordinance but for the waiver granted herein, which spaces will be constructed only if the Police Chief determines, within one year of the date of the issuance of the final occupancy permit for the Project, that said additional parking spaces are needed.
23. There will be a covered bus shelter located at or near the location shown on the Plans. This covered bus shelter shall be maintained by Applicant.

Construction:

24. In coordination with the Conservation Officer, the Applicant shall conduct soil testing to identify any contaminated soils on the Site. The Applicant shall ensure that no contaminated soils pose a risk to Millham Brook as a result of the construction of the Project and will comply with Massachusetts Department of Environmental Protection ("DEP") regulations.
25. The Applicant shall comply with all state and federal employment laws regarding insurance and tax matters. The Applicant will encourage its general contractor to hire local laborers and trades people whenever reasonably possible.
26. Occupancy of the Project shall be contingent upon verification by a registered professional engineer of adequate fire flow and the proper installation and testing of fire sprinklers and fire alarm systems for compliance with the NFPA Code.

27. Prior to the issuance of the final Certificate of Occupancy for the Project, the Applicant shall deliver to the City Engineer a full set of as-built plans. To the extent possible, as-built plans will be provided on a phased basis.
28. All conditions herein that do not, by their terms, require completion by a later date will be completed prior to the issuance of the first temporary or permanent Certificate of Occupancy for the Project.
29. Applicant will, prior to the issuance of the initial building permit in this matter, deposit with the Building Inspector a sum sufficient in the opinion of the Building Inspector to employ a clerk of the works to review Project work regularly and assure that these conditions and all local, state and federal regulations are complied with.
30. The Applicant shall develop an erosion control and sedimentation control plan, incorporating proposed erosion control measures as well as a construction sequencing plan for the Project. Both plans must be approved by the Conservation Commission and the City Engineer. The Applicant shall be responsible for the execution of the plans and the performance of maintenance. The Applicant shall be required to hire a site engineer who shall be competent in stormwater and erosion control management. This individual(s)' credentials shall be acceptable to the City Engineer and the Conservation Commission. This individual(s) shall be responsible for checking the Site before, during, and after storm events including weekends and evenings when storms are predicted. This individual(s) shall ensure that no untreated stormwater leaves the Site consistent with the State's and the City's stormwater regulations. This individual(s) shall ensure compliance with the approved sequence of construction plan and the approved erosion control plan. The Applicant shall grant this individual(s) complete authority of the Site as it relates to stormwater and erosion controls.

#### Site Maintenance

31. The Applicant shall be responsible for year-round maintenance and plowing of the Site's interior roadways, rubbish removal, recycling removal, and maintenance of all drainage structures.
32. The Applicant will work with the Chief of Police during the Site Plan Review to provide appropriate authorization for the Police Department to be able to enforce traffic and parking restrictions in the Project, if needed.
33. All paved and unpaved areas designated for use by fire apparatus in the event of a fire will be stabilized, plowed, sanded and otherwise maintained so as to allow said accessibility to fire apparatus at all times, and shall be designed for use by appropriate fire apparatus.
34. A recycling receptacle shall be located at all dumpster locations.

Additional Conditions:

35. This Comprehensive Permit shall be binding on and inure to the benefit of the Applicant, and its successors and assigns. Applicant may assign this permit to an entity that is a qualified limited dividend organization which is established in compliance with M.G.L. c. 40B, which is willing to enter into a written regulatory agreement with a state subsidizing agency, and which agrees to limit its profits on the proposed development. The term "Applicant" as used in this Comprehensive Permit shall mean Applicant, its successors and assigns.
36. Any modifications to this Comprehensive Permit shall be subject to the provisions of 760 CMR 56.05 or any successor regulation thereto.
37. If construction authorized by this Comprehensive Permit has not begun within three (3) years of the date on which this Comprehensive Permit becomes final, this Comprehensive Permit shall lapse unless extended by the Board. This Comprehensive Permit shall become final on the date that the written decision of the Board is filed in the office of the City Clerk if no appeal is filed. Otherwise, it shall become final on the date the last appeal is decided or otherwise disposed of.
38. The Applicant shall be responsible for promptly recording this Comprehensive Permit free of appeals with the Middlesex South District Registry of Deeds, and evidence of such recording shall be provided to the Building Inspector and the Board prior to issuance of any building permits and prior to the City entering into the Regulatory Agreement or Monitoring Services Agreement.
39. The Applicant shall comply with all state zoning laws and the City Zoning Ordinance, the City General Code, and other local regulations and controls except as provided in Schedule A attached to this Comprehensive Permit decision. There shall be no waiver of City fees. The Board, in accordance with 760 CMR 56.05, must approve any subsequent revisions to the Plans made by the Applicant that require additional or more expansive waivers and shall determine whether such request(s) are deemed major or minor modifications.
40. Applicant shall pay mitigation funds in the aggregate amount of \$675,000 to compensate for the loss of commercial/industrial land as a result of the Project. Of said amount, \$337,500 shall be paid at the time of the issuance of the first occupancy permit for the Project, and the remaining \$337,500 shall be paid no later than six months following the issuance of said first occupancy permit.
41. Applicant will cause a restriction to be placed on other vacant land now controlled by it and located between the Site and Rte. 20 so as to prohibit the development of said land for residential purposes, unless said development is for use as an assisted living or congregate care facility for the elderly.

42. All mitigation funds shall be paid to the City of Marlborough for deposit into the general fund for eventual transfer into a stabilization fund to be created by the Mayor and City Council, the City Revenue Growth Enhancement Fund (CRGEF), a fund whose purpose will be to invest in projects that:
- a. will significantly increase the assessed value of the property involved;
  - b. will increase the values of surrounding properties; and
  - c. will significantly enhance Marlborough's status as a magnet for new companies and their employees.

Use of mitigation shall be consistent with the uses described in Attachment # 1 (letter from Mayor and councilors dated December 3, 2012) attached hereto and made a part hereof.

Schedule A  
List of Waivers Granted

In accordance with Section 56.05(7), the list below identifies the waivers from provisions of the General Code, Zoning Ordinance, applicable regulations, and other local requirements of the City of Marlborough deemed necessary by the Board in order to complete the Project in accordance with this Comprehensive Permit.

<u>Section</u>	<u>Subject</u>	<u>Requirement</u>	<u>Waiver Granted</u>
<b>GENERAL CODE CHAPTER 333 – FIRE LANES AND HYDRANTS</b>			
§333-2	Fire Lanes and Hydrants	Fire lanes shall have a minimum width of 20 feet, unless the Fire Chief determines that a reduced width, which shall be no less than 15 feet, will not adversely affect access by fire apparatus and emergency vehicles.	Waiver to allow a width of 18 feet for certain portions of the fire lanes on the Site, substantially as shown on the Plans.
<b>GENERAL CODE CHAPTER 650 – ZONING ORDINANCE</b>			
§650-14, 650-16, 650-17 and Attachment I, Table of Uses	Uses	Prohibits multifamily dwellings in the LI and I Zoning Districts.	Waiver to allow for multiple multifamily dwellings and ancillary structures on the Site, substantially as shown on the Plans.
§650-18.A(9)(a)	Conditions for uses, multiple multifamily dwellings on single lot of at least 80,000 square feet	All structures must be at least 60 feet from a road.	Waiver to allow clubhouse to be located less than 60 feet from Ames Street, substantially as shown on the Plans.
§650-18.A(9)(c)	Conditions for uses, multiple multifamily dwellings on single lot of at least 80,000 square feet	There shall be at least 5,000 square feet of lot area for each family on the lot.	Waiver to allow less than 5,000 square feet of lot area for each family, substantially as shown on the Plans.
§650-18.A(9)(e)	Conditions for uses, multiple multifamily dwellings on single lot of at least 80,000 square feet	There shall be landscaped area provided equal to the greatest single floor area of the building or equal to the sum total of the greatest single floor areas of all the principal buildings. The landscaped area shall meet the following requirements: [1] At least 75% of the landscaped area has a grade of less than 8%. [2] The width of such landscaped area shall average at least 40 feet and in no case shall be less than 30 feet. [3] The landscaped area shall be designed for recreational use by residents.	Waiver to allow reduced landscaped areas, substantially as shown on the Plans, in recognition of large portions of the Site remaining wooded.
§650-24.F(9)	Water Supply Protection District	Prohibits disturbance of land within 50 feet of wetlands in	Waiver of requirement to allow for (j) construction

<u>Section</u>	<u>Subject</u>	<u>Requirement</u>	<u>Waiver Granted</u>
		the Water Supply Protection District.	activity in the 50-foot zone, under the jurisdiction of the Conservation Commission, and (ii) grassed pavers within the 50-foot zone to be used for fire protection vehicle access.
Sec 650-41	Height of Buildings	Limits height of buildings in Limited Industrial Zone to 52 feet.	Waiver of requirement to allow a building with a height of greater than 52 feet, substantially as shown on the Plans.
§650-48.A(7)	Required off-street parking	Multifamily dwellings: apartment buildings shall provide two off-street parking spaces for each dwelling unit over and above access roadways and maneuvering.	Waiver to allow 433 parking spaces, substantially as shown on the Plans.
§650-48.C(5)(a)(2)	Required off-street parking	Parking areas prohibited within the 60-foot front setback.	Waiver to allow parking areas to be located substantially as shown on the Plans.
§650-49.B(7)	Curb Cuts	Curb cuts limited to 25 feet in width unless approved by the City Engineer and City Planner through Site Plan Review.	Waiver to allow for a wider, double-barreled road for public safety purposes, substantially as shown on the Plans.



# City of Marlborough Zoning Board of Appeals

140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3768 Facsimile (508) 460-3747

Name: The Gutierrez Company  
Location: Map 89, Parcel 78 and Map 89 Parcel 3B  
Corner of Ames St. and Rte. 20

ZBA Case # 1410-2012

## Vote of the Board

**In Favor**

**In Opposition**

*Paul W. Hunter*

*[Signature]*

*Michael J. Gaskin*

*[Signature]*

*James N. [Signature]*

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_



# IN CITY COUNCIL

Marlborough, Mass., NOVEMBER 14, 2016

## ORDERED:

That the Downtown Stabilization transfer request in the amount of \$150,000.00 which moves funds from Undesignated to Downtown Stabilization account by which the amount transferred is from mitigation payments related to the Crabtree Project and intended to be used for downtown economic development, be and is herewith refer to **FINANCE COMMITTEE.**

CITY OF MARLBOROUGH										
BUDGET TRANSFERS --										
DEPT:		Mayor				FISCAL YEAR:				2017
		FROM ACCOUNT:				TO ACCOUNT:				
Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance	
\$12,176,290.00	\$150,000.00	10000	35900	Undesignated Fund	\$150,000.00	83600	32700	Stabilization-Downtown	\$650,000.00	
	Reason:					Final mitigation payment from Crabtree Lake Williams to be used for downtown economic development.				
	\$150,000.00	Total			\$150,000.00	Total				

ADOPTED

ORDER NO. 16-1006722



# City of Marlborough Office of the Mayor

*Arthur G. Vigeant*  
MAYOR

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
*Michelle J. Milano*  
EXECUTIVE AIDE

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

2016 NOV -9 A 11:52  
*Patricia Bernard*  
EXECUTIVE SECRETARY

November 9, 2016

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

*Fin Com*

**Re: Transfer Request – Downtown Stabilization**

Honorable President Clancy and Councilors:

Please find enclosed for your review a transfer request in the amount of \$150,000.00 from the Undesignated Fund to the Downtown Stabilization Account. The amount being transferred is from mitigation payments related to the Crabtree Lake Williams project which are intend to be used for downtown economic development.

As you may recall, we previously transferred \$650,000 into this stabilization account as a result of previous mitigation payments from the Avalon Marlborough project and the Crabtree Lake Williams project.

These funds were closed out to free cash at the end of Fiscal Year 2016 and were included in the more than \$12 million in certified free cash.

I have included with this letter the transfer request, the City Council order related to the Crabtree Lake Williams mitigation payments, and a letter from Crabtree Lake Williams LLC.

Thank you again for your continued partnership and please do not hesitate to let me know if you have any questions on this matter.

Sincerely,

*Arthur G. Vigeant*  
Arthur G. Vigeant  
Mayor

Enclosures

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

DEPT: Mayor

FISCAL YEAR: 2017

FROM ACCOUNT:

TO ACCOUNT:

Available Balance	Amount	Org Code	Object	Account Description:	Amount	Org Code	Object	Account Description:	Available Balance
<u>\$12,176,290.00</u>	<u>\$150,000.00</u>	<u>10000</u>	<u>35900</u>	<u>Undesignated Fund</u>	<u>\$150,000.00</u>	<u>83600</u>	<u>32700</u>	<u>Stabilization-Downtown</u>	<u>\$650,000.00</u>
	Reason:	_____				Final mitigation payment from Crabtree Lake Williams to be used for downtown economic development.			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
_____	_____	_____	_____	_____	_____	_____	_____	_____	_____
	Reason:	_____				_____			
	\$150,000.00	Total			\$150,000.00	Total			

Department Head signature:

Auditor signature:

Comptroller signature:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

CRABTREE LAKE WILLIAMS, LLC  
PO Box 377  
Marlborough, MA 01752

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2016 JUL 20 P 12:19

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

July 7, 2016

**RE: Crabtree Lake Williams, LLC \$150,000 Final Payment Three of Three  
City Council Order No. 15-1006261A (attached)**

Dear Mayor Vigeant,

As per the referenced Order adopted by the City Council on July 27, 2015 please find attached Crabtree Lake Williams, LLC check #10475 for \$150,000.00 representing the final payment number three and totals \$450,000.

On behalf of me, Rick Roper, the Crabtree Lake Williams LLC development team, and The Overlook at Lake Williams, we very much appreciate the efforts of the City Council, your Office and all of the related Departments within the City of Marlborough.

Sincerely,



B Duke Pointer  
Manager/Partner

Cc: Marlborough City Council  
Arthur Bergeron – Mirick O'Connell  
Douglas Scott – Marlborough Building Commissioner  
Rick Roper

Enterprise Check Fraud  
Protection for Business

10475

**CRABTREE LAKE WILLIAMS LLC**

PO BOX 377  
Marlborough, MA 01752

ENTERPRISE BANK & TRUST COMPANY  
LOWELL, MASSACHUSETTS  
53-274-113

7/7/2016

PAY TO THE  
ORDER OF City of Marlborough

\$ 150,000.00

One Hundred Fifty Thousand and 00/100 DOLLARS

City of Marlborough  
140 Main St.  
Marlborough, MA 01752



*Richard [Signature]*  
AUTHORIZED SIGNATURE

MEMO

SP Modification; City Council Order # 15-1006261A

⑈010475⑈ ⑆011302742⑆ 705 868⑈

**CRABTREE LAKE WILLIAMS LLC**

10475

City of Marlborough

7/7/2016

Date	Type	Reference	Original Amt.	Balance Due	Discount	Payment
8/19/2015	Bill	Order # 15-1006261A	450,000.00	150,000.00		150,000.00
					Check Amount	150,000.00

Enterprise - 705868

SP Modification; City Council Order # 15-100626

150,000.00



## IN CITY COUNCIL

JULY 27, 2015

Marlborough, Mass., \_\_\_\_\_

### ORDERED:

#### Suspension of the Rules requested-granted

That, by majority vote taken under Section 650-26.A(1)(a) of the affordable housing zoning ordinance, as amended on June 1, 2015 in Order No. 15-1006130B, the City Council for the City of Marlborough does hereby approve an application submitted by Crabtree Lake Williams, LLC ("Crabtree") for payments in lieu of constructing affordable housing regarding Crabtree's 60-unit condominium development along Lakeside Avenue, provided that:

1. Crabtree shall make payments in three (3) installments of \$150,000 each to be deposited into the general fund for subsequent appropriation to a downtown economic development fund, a stabilization account to be created by the Mayor and the Council;
2. Crabtree shall make the first installment payment within thirty (30) days of the date of this Council vote approving Crabtree's application;
3. Crabtree shall make the second installment payment within six (6) months of the date of said Council vote; and
4. Crabtree shall make the third installment payment within twelve (12) months of the date of said Council vote.

**Council Elder requested to be recorded in opposition.**

ADOPTED

In City Council

Order No. 15-1006261A

Approved by Mayor

Arthur G. Vigeant

Date: July 30, 2015.

A TRUE COPY

ATTEST:

  
City Clerk



*City of Marlborough*

*Office of the Mayor*

140 Main Street

Marlborough, Massachusetts 01752

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

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

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

*Arthur G. Vigeant*

MAYOR

*Nicholas Milano*

EXECUTIVE AIDE

*Patricia Bernard*

EXECUTIVE SECRETARY

May 14, 2015

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

**Re: Request for Consolidation of Stabilization Accounts**

Honorable President Pope and Councilors:

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

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures



**CITY OF MARLBOROUGH**

**Office of the City Auditor**

140 Main St.

Marlborough, MA 01752

May 13, 2015

**MEMORANDUM**

**TO:** Mayor Arthur G. Vigeant

**FROM:** Diane Smith, City Auditor

**RE:** Designated Stabilization Funds

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

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

**CC:** Brian Doheny, Comptroller/Treasurer

CITY OF MARLBOROUGH  
BUDGET TRANSFERS --

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

Department Head signature:

Auditor signature:

Comptroller signature:

*[Handwritten Signature]*  
*[Handwritten Signature]*

**STABILIZATION FUND ANALYSIS FY15:**

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

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

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



# IN CITY COUNCIL

Marlborough, Mass., \_\_\_\_\_

MAY 18, 2015

**ORDERED:**

That the Request for Consolidation of Stabilization Accounts, be and is herewith refer to **FINANCE COMMITTEE**.

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

**ADOPTED  
ORDER NO. 15-1006218**



# IN CITY COUNCIL

Marlborough, Mass., \_\_\_\_\_

JUNE 1, 2015

PAGE 1

**ORDERED:**

**Suspension of the Rules requested – granted**

That the \$1,166,486.38 transfer request for Consolidation of Stabilization Accounts, be and is herewith **APPROVED**.

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



## IN CITY COUNCIL

Marlborough, Mass.,

JUNE 1, 2015

PAGE 2

**ORDERED:**

**Yea: 11-Nay: 0**

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

**ADOPTED**

**In City Council**

**Order No. 15-1006218A**

Approved by Mayor

Arthur G. Vigeant

Date: June 5, 2015

A TRUE COPY

ATTEST:

*Lucy M. Gagne*  
City Clerk