

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 OCT 29 P 1:21

1. Minutes, City Council Meeting, October 19, 2015.
2. Communication from the Mayor re: Notification of Free Cash in the amount of \$6,721,252.00.
3. Communication from the Mayor re: FY16 MA Cultural Grant Acceptance in the amount of \$10,600.00 by which funds will be dispersed by the Cultural Council later this year in support of worthy arts, humanities, music, and youth based initiatives throughout our community.
4. Communication from the Mayor re: FY16 Emergency Management Performance Grant in the amount of \$9,460.00 in which funds will be used to allow the City to reprogram 20 Public Safety radios to enable more effective communications with State Police and other local communities during emergencies.
5. Communication from the Mayor re: Information Technology transfer request in the amount of \$450.00 which moves funds from On-line Information Services to Longevity to pay an employee's longevity payment in early December.
6. Communication from City Solicitor, Donald Rider, re: OYO Sportstoy's Inc., TIF Proposal in proper legal form, Order No.15-1006335.
7. Communication from City Solicitor, Donald Rider, re: Memorandum of Understanding – Latino Health Insurance Program, Order No. 15-1006322.
8. Communication from Metal Man Recycling, LLC re: Submittal and availability of a Phase 1, Initial Site Investigation & Tier 11, Classification Report in connection with a reportable release of petroleum located at 44 Brook St.
9. Minutes, Library Board of Trustees, September 1, 2015.
10. Minutes, Traffic Commission, September 25, 2015.
11. CLAIMS:
 - a. Vilma Boaventura, 688 Boston Post Rd. East, Apt 224, pothole or other road defect
 - b. Jeremiah Gordon, 750 Farm Rd., Apt 117, pothole or other road defect
 - c. Michael Doak, 24 Oregon Rd., Southborough, MA, pothole or other road defect
 - d. Steven Bober, 70 Melody Ln., pothole or other road defect
 - e. Brenda Costa, 34 Rice St., other property damage and/or personal injury
 - f. Evans Carter, PC, PO Box 812, Framingham, MA, pothole or other road defect

REPORTS OF COMMITTEES:

UNFINISHED BUSINESS:

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.



**CITY OF MARLBOROUGH
OFFICE OF CITY CLERK**

**Lisa M. Thomas
140 Main St.**

**Marlborough, MA 01752
(508) 460-3775 FAX (508) 460-3723**

OCTOBER 19, 2015

Regular meeting of the City Council held on Monday, OCTOBER 19, 2015 at 8:00 PM in City Council Chambers, City Hall. City Councilors Present: Clancy, Oram, Ossing, Robey, Delano, Elder, Tunnera, Irish and Landers. Meeting adjourned at 8:30 PM.

ORDERED: That the Minutes of the City Council meeting OCTOBER 5, 2015, **FILE**; adopted.

ORDERED: That the **PUBLIC HEARING** On the Petition of NGrid to place new solely owned pole 59-80 to be set approximately 40' north of existing pole 59 to serve new UG services for traffic camera to be installed between 495 North & 495 South, Order No. 15-1006338, all were heard who wish to be heard, hearing recessed at 8:07 PM; adopted.

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

ORDERED:

That a petition to the General Court, accompanied by a bill for a special law relating to the city of Marlborough to be filed with an attested copy of this order be, and hereby is, approved under Clause (1) of Section 8 of Article 2, as amended, of the Amendments to the Constitution of the Commonwealth of Massachusetts, to the end that legislation be adopted precisely as follows, except for clerical or editorial changes of form only:-

**AN ACT AUTHORIZING THE DIVISION OF CAPITAL ASSET
MANAGEMENT AND MAINTENANCE TO CONVEY PERMANENT
EASEMENTS IN LAND ORIGINALLY ACQUIRED FOR WATER QUALITY
PROTECTION FOR THE SUDBURY RESERVOIR IN THE CITY OF
MARLBOROUGH.**

*Be it enacted by the Senate and House of Representatives in General Court assembled,
and by the authority of the same, as follows:*

SECTION 1. The commissioner of capital asset management and maintenance, in consultation with the metropolitan district commission, may, notwithstanding sections 32 to 38, inclusive, of chapter 7C of the General Laws, convey by deed to the city of Marlborough a permanent easement in a certain parcel of land containing approximately 1,006.13 square feet, located in the city of Marlborough and shown as Proposed Easement 1 on a plan of land entitled "Easement Plan of Land in Marlborough, Massachusetts" prepared by Thomas DiPersio Jr. & Associates, Inc., dated September 4, 2015, to be recorded with the Middlesex County South Registry of Deeds, for the purposes of the construction, maintenance, and repair or replacement of pedestrian improvements and a municipal water line, subject to such terms and conditions as the commissioner may prescribe. The parcels described in this section and sections 2 and 3 inclusive are currently used for conservation purposes.

SECTION 2. The commissioner of capital asset management and maintenance, in consultation with the metropolitan district commission, may, notwithstanding sections 32 to 38, inclusive, of chapter 7C of the General Laws, convey by deed to the city of Marlborough a permanent easement in a certain parcel of land containing approximately 6,611.26 square feet, located in the city of Marlborough and shown as Proposed Easement 2 on a plan of land entitled "Easement Plan of Land in Marlborough, Massachusetts" prepared by Thomas DiPersio Jr. & Associates, Inc., dated September 4, 2015, to be recorded with the Middlesex County South Registry of Deeds, for the purposes of construction, maintenance, and repair or replacement of pedestrian improvements and a municipal water line, subject to such terms and conditions as the commissioner may prescribe.

SECTION 3. The commissioner of capital asset management and maintenance, in consultation with the metropolitan district commission, may, notwithstanding sections 32 to 38, inclusive, of chapter 7C of the General Laws, convey by deed to the city of Marlborough a permanent easement in a certain parcel of land containing approximately 2,634 square feet, located in the city of Marlborough and shown as Parcel No. E-9 on a plan of land entitled "Right-of-Way Plans Farm Road in the city of Marlborough, Middlesex County" prepared by Vanasse Hangen Brustlin, Inc., dated October 14, 2014, recorded with the Middlesex County South Registry of Deeds as sheet 7 of Plan 458 of 2015, for the purpose of construction, maintenance, and repair or replacement of drainage improvements, subject to such terms and conditions as the commissioner may prescribe.

SECTION 4. The transfers pursuant to section 1, 2 and 3 inclusive, shall be made only if the city of Marlborough acting by and through its city council and mayor, shall convey to the commonwealth for use by the metropolitan district commission or place under conservation restriction a certain parcel of land located in said city and within the watershed of the Sudbury Reservoir. Said parcel shall contain an area greater than or equal to the total area of that land conveyed to the city under sections 1, 2 and 3 subject to such terms and conditions as the city through its mayor and city council may prescribe.

SECTION 5. The city of Marlborough shall be responsible for any costs for appraisals, surveys and other expenses relating to the transfer of the property, or for any costs and liabilities of any nature and kind for its development, maintenance or operation. In the event any or all of said parcels of land cease to be used at any time for the purposes contained herein, said parcel of land shall be subject to the provisions of chapter 7C of the General Laws, and any further disposition shall require the approval of the general court.

SECTION 6. The commissioner of capital asset management and maintenance shall 30 days before the execution of any agreement authorized by this act, or any subsequent amendment thereof, submit the agreement or amendment and a report thereon to the inspector general for his review and comment. Said inspector general shall issue his review and comment within 15 days of receipt of any agreement or amendment. Said commissioner shall submit the agreement and any subsequent amendments thereof, the reports, and the comments of said inspector general, if any, to the house and senate committees on ways and means and the chairman on the joint committee on state administration at least 15 days prior to execution.

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

ORDERED:

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience and necessity require that **DICENZO BOULEVARD** be accepted as a public way

from **BOSTON POST ROAD EAST** to **BOSTON POST ROAD EAST**

and that its appurtenant easements be accepted as municipal easements, all as shown on plans thereof and as hereinafter described:

DESCRIPTION

Plan entitled, "Acceptance Plan of Diczno Boulevard and Easements" (7 sheets), Stamped: January 6, 2015; Scale: 1" = 150'; Owner: Indian Development Corp., 290 Eliot Street, Ashland, MA 01721; To Be Deeded To: City of Marlborough, 140 Main Street, Marlborough, MA 01752; prepared by: Guerriere & Halnon, Inc., 333 West Street, Milford, MA 01757, which plan is to be recorded herewith.

Title to the roadway known as **DICENZO BOULEVARD**, and title to all the municipal easements, including 10-Foot Wide Pedestrian Easement, Walking Path Easement, Sewer Easement 1, 30-Foot Wide Utility Easement 1, Access Easement 1, 30 Foot Wide Utility & Access Easement 1, Flowage Easement 1, Flowage & Access Easement 2, Flowage Easement 3, and Drain Easements 1 through 5, have been granted to the City of Marlborough in a quitclaim deed from Indian Development Corp., Richard E. Terrill, Controller.

IT IS THEREFORE ORDERED THAT:

DICENZO BOULEVARD be accepted as a public way, and its appurtenant easements be accepted as municipal easements, in the City of Marlborough.

Refer to **PLANNING BOARD**; adopted.

ORDERED: That the City Council of the City of Marlborough (GRANTEE), pursuant to the provisions and conditions of Mass. Gen. Laws c. 40, § 8C, does hereby accept from A.A. Farooq Ansari, Trustee of Waters Edge Realty Trust (GRANTOR), the open space in the City of Marlborough known as Open Space Parcel "A," Open Space Parcel "B," and Open Space Parcel "C," as shown on sheet 3 of a 3-page plan entitled "Plan of Acceptance of Easements, Open Space, Worster Drive, Beauregard Circle, Gaucher Circle and Perolman Drive, in Marlborough, MA," prepared by Thomas Land Surveyors and Engineering Consultants, Inc., 265 Washington Street, Hudson, MA 01749, prepared for Ansari Builders, 6 Edgewood Road, Westborough, MA., dated May 16, 2006 (on sheet 3), with latest revision date of February 2, 2012, Scale 1" = 80' (on sheet 3), as more fully described on the said plan which is to be recorded.

Said open space is to be managed and controlled by the Marlborough Conservation Commission for the purposes of the promotion and development of natural resources, watershed protection, passive recreation, and conservation of open space. The open space parcels of land are intended to remain in their natural state, in perpetuity, except as the Marlborough Conservation Commission may deem appropriate as to trail development for non-motorized vehicles.

Acceptance of this open space is subject to all terms and conditions of a Special Permit granted on or about May 5, 1997 by the Planning Board of the City of Marlborough and a covenant approved on February 9, 1998 by the Planning Board of the City of Marlborough, both of which are attached hereto and incorporated herein by reference.

Refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE AND CONSERVATION COMMISSION**; adopted.
Councilor Oram abstained.

ORDERED: That the City Clerk be and is herewith directed to have proper notices issued notifying the **VOTERS** of the City of Marlborough that the **MUNICIPAL ELECTION** will be held in the polling locations as noted below on **TUESDAY, NOVEMBER 3, 2015** as follows: Office of Mayor, Councilors At-Large, Ward Councilors, Alternating School Committee members and Assabet Valley Regional Vocational School Committee member.

THE POLLS WILL OPEN AT 7:00 A.M. AND WILL CLOSE AT 8:00 P.M.
POLLING LOCATIONS ARE AS FOLLOWS:

WARD ONE: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD TWO: Precinct 1 and 2	Francis J. Kane School, 520 Farm Road
WARD THREE: Precinct 1	Senior Center, 40 New Street
WARD THREE: Precinct 2	Raymond J. Richer School, 80 Foley Road, Cafetorium
WARD FOUR: Precinct 1 and 2	Senior Center, 40 New Street
WARD FIVE: Precinct 1 and 2	Senior Center, 40 New Street
WARD SIX: Precinct 1 and 2	1LT Charles W. Whitcomb School, 25 Union Street, Library
WARD SEVEN: Precinct 1 and 2	Hildreth School Gymnasium, 85 Sawin Street

FILE; adopted.

ORDERED: That the Minutes, Conservation Commission, September 17, 2015, **FILE**; adopted.

ORDERED: That the Minutes, Planning Board, September 14 & 28, 2015, **FILE**; adopted.

ORDERED: That the Minutes, School Committee September 29, 2015, **FILE**, adopted.

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

- a. Jeff Bautze, 136 Lakeshore Dr., other property damage
- b. Barbara Fenby, 1 Cullinane Dr., other property damage
- c. Michael Cappadona, 15 Greenwood St., pothole or other road defect
- d. Kathleen Todd-Seymour, 506 Boston Post Rd., pothole or other road defect

Councilor Oram abstained.

THERE WERE NO REPORTS OF COMMITTEE.

ORDERED: That the City Council review with the Mayor and City Auditor the Year to Date Budget Report for all gifts, grants, donations and capital accounts for City and Schools for fiscal year 2015, refer to **FINANCE COMMITTEE**; adopted.

ORDERED: Be it ordained by the City Council of the City of Marlborough that, pursuant to Section 1(c) (ii) of Chapter 90I of the General Laws of Massachusetts, the City of Marlborough Complete Streets Policy attached herewith be, and is hereby, adopted by the City Council of the City of Marlborough, **APPROVED**; adopted.

ORDERED: That the provisions of Section 1 of Chapter 90I of the General Laws of Massachusetts, entitled "Complete streets program; certification as complete streets community; rules and regulations; advisory committee; annual report," as amended, be and are hereby accepted by the City Council of the City of Marlborough pursuant to paragraph (d) of said Section 1 of Chapter 90I, **APPROVED**; adopted.

Suspension of the Rules requested - granted

ORDERED: That the Communication from the Planning Board re: Endorsement of the Complete Streets Policy, Order No. 15-1006281, **FILE**; adopted.

ORDERED: The City Council of the City of Marlborough hereby accepts:

- a. A previously recorded land use restriction to be conveyed to the City, placing a restriction on the Marlborough / Northborough Land Realty Trust (The Gutierrez Company)'s land which remained after Gutierrez had sold to Fairfield Marlborough Limited Partnership the land subject to the Chapter 40B comprehensive permit for Brookview Village (aka Talia). The restriction, which also protects Fairfield, restricts the development of the remaining Gutierrez land so as to prohibit additional residential use, except for assisted living or congregate care for the elderly (previously recorded restriction attached herewith); and

- b. A previously recorded public walking trail easement of approximately 20,000 square feet to be conveyed to the City, providing the public with passive recreational opportunities, along with access to the existing traffic light across from RK Plaza and the nearby retail centers along Route 20 (previously recorded easement attached herewith).

APPROVED; adopted.

Councilor Elder requested to be recorded in opposition.

ORDERED: The City Council of the City of Marlborough hereby accepts a public walking trail easement of approximately 12,000 square feet (including a footbridge constructed over a stream) to be conveyed to the City, providing a connection between the 20,000 square feet easement (Order No.= 14-1005759A) and the Brookfield Village (aka Talia) property (easement attached herewith).

APPROVED; adopted.

Councilor Elder requested to be recorded in opposition.

ORDERED: That the Communication from City Solicitor Rider re: Summary of Comprehensive Permit for Brookview Village (aka Talia), Proposed Acceptances of Residency Restriction and Public Walking Trail Easements, Order No. 15-1006309, X14-1005759, **FILE;** adopted.

Suspension of the Rules requested-granted

ORDERED:

**Acceptance of Layout of LaCombe Street As A Public Way
AND
Eminent Domain Order of Taking**

WHEREAS, at a meeting of the City Council of the City of Marlborough held this ___ day of _____ 2015 it is ordered that the City Council, having determined and adjudicated that the common convenience and necessity require that LaCombe Street, Marlborough, MA, the westerly portion of its length being owned by the City of Marlborough (not including the cul-de-sac terminus) and the easterly portion of its length being a privately owned (including the entirety of the cul-de-sac terminus) all of which is laid out in the location hereinafter described and shown on Exhibit "A" hereto, having complied with all the requirements of law relating thereto, become a public way in the entirety of its length and width from Valley Street up to and including the cul-de-sac terminus, title for which cul-de-sac and title to the drainage easement and flow easements shown on Exhibit "A" having been granted to the City of Marlborough in a Quitclaim Deed from LaCombe Business Center, LLC, with a business address at 58 LaCombe Street, Marlborough MA, said deed to be recorded herewith at the Middlesex Couth County Registry of Deeds, did on the ___ day of _____ 2015 lay out such way under provision of law and it was voted following the report of said layout, to accept such way as laid out, effective upon recording of the taking by eminent domain herein; and at the same time;

WHEREAS, in the opinion of the City Council of the City of Marlborough, the common convenience, public welfare, and necessity require that the fee interest in the private portion of the length of LaCombe Street, being the easterly portion of said way as shown on Exhibit "A" hereto, the layout of said way having been accepted by the City Council as described herein, be taken for the purposes of a public way and for each and every municipal purposes including without limitation the repair, construction, maintenance, replacement, operation, alteration, removal, and improvement of public utilities and appurtenant structures, paving, curbs, sidewalks, fixtures, and appurtenant structures, and equipment located in, on, under, and through said way;

WHEREAS, the City Council of the City of Marlborough has determined that the public welfare, safety, and common convenience require that legal interests in certain portions of land located on LaCombe Street as more particularly described herein be taken for said municipal purposes, 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 fee interests in the land for the purposes 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 fee simple interest in the following described land, including all trees and other vegetation thereon.

DESCRIPTION OF LAND TAKEN

1. Street address: 48 Valley Street, Marlborough, MA 01752

Being a 2,566 S.F. portion of the property located at 48 Valley Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 50 on the Assessors' Map of the City of Marlborough, which 2,566 S.F. portion consists of 660 S.F. of vegetated area on LaCombe Street and 1,906 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Elizabete D.S. Costa
48 Valley Street
Marlborough, MA

**2. Street Address: LaCombe Street, Marlborough, MA 01752
(being a separate parcel of 7 Brook Street)**

Being a 1,150 S.F. portion of the property located on LaCombe Street, said property also known and numbered as Map 82, Parcel 48 on the Assessors' Map of the City of Marlborough, which 1,150 S.F. portion consists of 255 S.F. vegetated area on LaCombe Street and 895 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32

Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Foggy Style LLC
6 Angelica Drive
Southborough, MA 01772

3. Street Address: 11 Brook Street, Marlborough, MA 01752

Being a 1,149 S.F. portion of the property located at 11 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 47 on the Assessors' Map of the City of Marlborough, which 1,149 S.F. portion consists of 250 S.F. of vegetated area on LaCombe Street and 899 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Hersson Villatoro & Sandra Villatoro
11 Brook Street
Marlborough, MA 01752

4. Street Address: LaCombe Street, Marlborough, MA 01752

Being a 2,304 S.F. portion of the property located on LaCombe Street, said property also known and numbered as Map 82, Parcel 45 on the Assessors' Map of the City of Marlborough, which 2,304 S.F. portion consists of 515 S.F. of vegetated area on LaCombe Street and 1,789 S.F. of paved area of LaCombe Street as shown Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Barbara Lizotte, Trustee, Lizotte Trust, its heirs, assigns or beneficiaries
46 Westlook Lane
Westport, MA 02790

5. Street Address: 23 Brook Street, Marlborough, MA 01752

Being a 1,426 S.F. portion of the property located at 23 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 56 on the Assessors' Map of the City of Marlborough, which 1,426 S.F. portion consists of 370 S.F. of vegetated area on LaCombe Street and 1,056 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Francis Cannavino & Celia R. Cannavino
9 Dunster Avenue
Wayland, MA 01778

6. Street Address: 27 Brook Street, Marlborough, MA 01752

Being a 897 S.F. portion of 27 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 44A on the Assessors' Map of the City of Marlborough, which 897 S.F. portion consists of 230 S.F. of vegetated area on LaCombe Street and 667 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Silas Evangelista & Dinalva Evangelista
27 Brook Street
Marlborough, MA 01752

7. Street Address: 31 Brook Street, Marlborough, MA 01752

Being a 1,127 S.F. portion of the property at 31 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 44 on the Assessors' Map of the City of Marlborough, which 1,127 S.F. portion consists of 305 S.F. of vegetated area on LaCombe Street and 822 S.F. of paved area of LaCombe Street as shown on Exhibit "A" hereto, being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County); Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1'=40'; March 25, 2014," said plan to be recorded herewith.

OWNERS: Philip L. Bancroft & Raeanne T. Bancroft
31 Brook Street
Marlborough, MA 01752

8. Street Address: 35 Brook Street, Marlborough, MA 01752

Being a 3,617 S.F. portion of the property at 35 Brook Street, Marlborough, MA, said property also known and numbered as Map 82, Parcel 43 on the Assessors' Map of the City of Marlborough, which 3,617 S.F. portion consists of 1,040 S.F. vegetated area on LaCombe Street and 2,577 S.F. of paved area of LaCombe Street as shown on Exhibit "A", being a plan entitled "Plan Of Acceptance Of LaCombe Street; Marlborough, Massachusetts (Middlesex County) Engineering and Design Consultants, Inc., 32 Turnpike Road, Route 9, Southborough, MA 01772; Scale 1"=40'; March 25, 2014," said plan to be recorded herewith.

OWNER: Walter Demoorjian, Trustee, Demoorjian Family Trust
35 Brook Street
Marlborough, MA 01752

AWARDS

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

<u>OWNERS</u>	<u>MARLBOROUGH ASSESSORS' MAP/PARCEL</u>	<u>AREA COMPONENTS (TOTAL AREA)</u>	<u>AWARD</u>
Elizabeth D.S. Costa 48 Valley Street Marlborough, MA	82/50	660 S.F. vegetated area 1,906 S.F. paved area (2,566 S.F.)	\$3,960
Foggy Style LLC 6 Angelica Drive Southborough, MA 01772	82/48	255 S.F. vegetated area 895 S.F. paved area (1,150 S.F.)	\$1,275
Hersson Villatoro & Sandra Villatoro 11 Brook Street Marlborough, MA 01752	82/47	250 S.F. vegetated area 899 S.F. paved area (1,149 S.F.)	\$0
Barbara Lizotte, Trustee, Lizotte Trust (its heirs, assigns or beneficiaries) 46 Westlook Lane Westport, MA 02790	82/45	515 S.F. vegetated area 1,789 S.F. paved area (2,304 S.F.)	\$386
Francis Cannavino & Celia R. Cannavino 9 Dunster Avenue Wayland, MA 01778	82/56	370 S.F. vegetated area 1,056 S.F. paved area (1,426 S.F.)	\$1,850
Silas Evangelista & Dinalva Evangelista 27 Brook Street Marlborough, MA 01752	82/44A	230 S.F. vegetated area 667 S.F. paved area (897 S.F.)	\$0

Philip L. Bancroft & Raeanne T. Bancroft 82/44 305 S.F. vegetated area \$0
31 Brook Street 822 S.F. paved area
Marlborough, MA 01752 (1,127 S.F.)

Walter Demoorjian, Trustee, 82/43 1,040 S.F. vegetated area \$0
Demoorjian Family Trust 2,577 S.F. paved area
35 Brook Street (3,617 S.F.)
Marlborough, MA 01752

Be and is herewith refer to **PLANNING BOARD**; adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 8:30 PM.



RECEIVED
CLERK'S OFFICE
OF MARLBOROUGH

OCT 29 A 10:16

City of Marlborough
Office of the Mayor

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

Arthur G. Vigeant
MAYOR

Michael C. Berry
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

October 29, 2015

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

Re: Notification of Free Cash

Honorable President Clancy and Councilors:

I am pleased to inform you that the Massachusetts Department of Revenue (DOR) recently certified the amount of \$6,721,252.00 in "free cash" for the City of Marlborough. This achievement is another sign of our strong economic growth and an endorsement of our financial stewardship.

The City of Marlborough's financial strength and success has and continues to be a true team effort. We are fortunate to have a strong team in City Auditor Diane Smith and Comptroller Brian Doheny.

I am proud of how we have worked closely with you, our City Council, to practice prudent financial management over the past four years.

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

Enclosure

Diane Smith

From: recapdata@dor.state.ma.us
Sent: Tuesday, October 20, 2015 10:11 AM
To: Assessor's Department; Mayor; Comptrollers Dept; dmanzello@rrgsystems.com; Diane Smith; hscheid@rrgsystems.com; Michael Berry; Paula Murphy; dlsitgroup@dor.state.ma.us
Subject: Freecash Approval Notification for Marlborough
Attachments: Marlborough FC 16.pdf

Massachusetts Department of Revenue Division of Local Services

*Mark Nunnally, Commissioner of Revenue
Sean R. Cronin, Senior Deputy Commissioner of Local Services*

Tuesday, October 20, 2015

Diane L. Smith
City Auditor
City of Marlborough

Re: NOTIFICATION OF FREE CASH APPROVAL - Marlborough

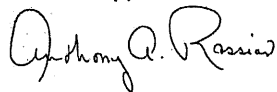
Based upon the unaudited balance sheet submitted, I hereby certify that the amount of available funds or "free cash" as of July 1, 2015 for the City of Marlborough is:

General Fund \$ 6,721,252

This certification is in accordance with the provisions of G. L. Chapter 59, §23, as amended.

Certification letters will be e-mailed to the mayor/manager, board of selectmen, prudential committee, finance director and treasurer immediately upon approval, provided an e-mail address is reported in DLS' Local Officials Directory. Please forward to other officials that you deem appropriate.

Sincerely,



Anthony A. Rassias
Deputy Director of Accounts

cc: assessors_dept@marlborough-ma.gov;mayor@marlborough-ma.gov;comptrollers_dept@marlborough-ma.gov;dmanzello@rrgsystems.com;dsmith@marlborough-ma.gov;hscheid@rrgsystems.com;mberry@marlborough-ma.gov;pmurphy@marlborough-ma.gov;dlsitgroup@dor.state.ma.us

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error please notify the system manager at postmaster at dor.state.ma.us.



RECEIVED
CITY CLERK'S OFFICE
OF MARLBOROUGH

OCT 29 A 10:11

City of Marlborough
Office of the Mayor

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

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

October 29, 2015

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

Re: FY16 Mass. Cultural Council Grant Acceptance

Honorable President Clancy and Councilors:

Enclosed for your acceptance is the Fiscal Year 2016 grant appropriation from the Massachusetts Cultural Council to the City of Marlborough in the amount of \$10,600.00. The funds will be dispersed by the Marlborough Cultural Council later this calendar year in support of worthy arts, humanities, music, and youth based initiatives throughout our community.

Enclosed is the relevant back up information. As outlined in MGL, Chapter 44, Section 53A, I am recommending that the City Council accept the funds so they may be expended for their intended purposes.

The Massachusetts Cultural Council has requested the contract be executed and returned by November 27, 2015; I ask you to expeditiously approve this grant to meet this deadline.

Thank you in advance for your consideration and please do not hesitate to contact me with any questions.

Sincerely,

Arthur G. Vigeant
Mayor

**CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD**

DEPARTMENT: Mayor's Office DATE: 29-Oct-15

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Marlborough Cultural Council

NAME OF GRANT: FY16 Mass. Cultural Council Appropriation

GRANTOR: Massachusetts Cultural Council

GRANT AMOUNT: \$10,600.00

GRANT PERIOD: FY16

SCOPE OF GRANT/
ITEMS FUNDED Funds will be utilized to support the arts, humanities and cultural programming.
All Cultural Councils will have a competitive application process from local and regional
organizations who meet the program criteria set by the state.

IS A POSITION BEING
CREATED: NO

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? N/A

ARE MATCHING CITY
FUNDS REQUIRED? NO

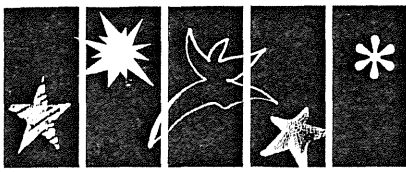
IF MATCHING IS NON-MONETARY (MAN HOURS, ETC.) PLEASE SPECIFY:
NO

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

ANY OTHER EXPOSURE TO CITY?
NO

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: Yes, must be executed by November 27, 2015

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

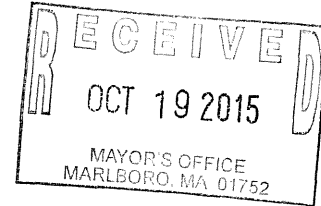


MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue, 3rd floor
Boston, MA 02116-3803
617.858.2700
800.232.0960 Toll Free
617.727.0044 Fax
mcc@art.state.ma.us E-mail
www.massculturalcouncil.org Web

October 14, 2015

Arthur G. Vigeant, Mayor
City of Marlborough
City Hall
140 Main Street
Marlborough MA 01752-3871



Dear Mr. Vigeant:

Enclosed is a contract and scope of services for the City of Marlborough that covers the transfer of FY 2016 Local Cultural Council funds from the Massachusetts Cultural Council to your local cultural council account for the Marlborough Cultural Council.

State Comptroller regulations require State Agencies to have a signed contract and signature authorization form on file for all transfers of funds from state to local accounts unless the agency is statutorily released from this mandate, which the Massachusetts Cultural Council is not.

The contract includes: a signature page with the amount of the allocation (\$10,600), dates of service (July 1, 2015 to June 30, 2016), and a place to sign. You only need to sign it, include an email address if possible and make any corrections if needed. The second page is the scope of services which defines how the funds are to be expended following Massachusetts Cultural Council regulations. Lastly, the Signature Authorization page is a required form for all contracts with state agencies that clearly identifies the person or persons authorized to sign contracts for a vendor, in this case your municipality.

The contract should be signed with a completed Signature Authorization form and returned to me by November 27, 2015.

I will not be able to transfer the Local Cultural Council allocation until I have a completed contract package from your municipality. If you or any of your staff have any questions, please feel free to contact me at 617/858-2722 or by email at michael.nagle@state.ma.us.

Thank you very much.

Sincerely,

Michael Nagle
Fiscal Officer

Attachments



COMMONWEALTH OF MASSACHUSETTS CONTRACTOR AUTHORIZED SIGNATORY LISTING



CONTRACTOR LEGAL NAME :
CONTRACTOR VENDOR/CUSTOMER CODE:

INSTRUCTIONS: Any Contractor (other than a sole-proprietor or an individual contractor) must provide a listing of individuals who are authorized as legal representatives of the Contractor who can sign contracts and other legally binding documents related to the contract on the Contractor's behalf. In addition to this listing, any state department may require additional proof of authority to sign contracts on behalf of the Contractor, or proof of authenticity of signature (a notarized signature that the Department can use to verify that the signature and date that appear on the Contract or other legal document was actually made by the Contractor's authorized signatory, and not by a representative, designee or other individual.)

NOTICE: *Acceptance of any payment under a Contract or Grant shall operate as a waiver of any defense by the Contractor challenging the existence of a valid Contract due to an alleged lack of actual authority to execute the document by the signatory.*

For privacy purposes **DO NOT ATTACH** any documentation containing personal information, such as bank account numbers, social security numbers, driver's licenses, home addresses, social security cards or any other personally identifiable information that you do not want released as part of a public record. The Commonwealth reserves the right to publish the names and titles of authorized signatories of contractors.

AUTHORIZED SIGNATORY NAME	TITLE
Arthur G. Vigeant	Mayor

I certify that I am the President, Chief Executive Officer, Chief Fiscal Officer, Corporate Clerk or Legal Counsel for the Contractor and as an authorized officer of the Contractor I certify that the names of the individuals identified on this listing are current as of the date of execution below and that these individuals are authorized to sign contracts and other legally binding documents related to contracts with the Commonwealth of Massachusetts on behalf of the Contractor. I understand and agree that the Contractor has a duty to ensure that this listing is immediately updated and communicated to any state department with which the Contractor does business whenever the authorized signatories above retire, are otherwise terminated from the Contractor's employ, have their responsibilities changed resulting in their no longer being authorized to sign contracts with the Commonwealth or whenever new signatories are designated.

Signature

Date:

Title: Mayor

Telephone: 508-460-3770

Fax: 508-460-3698

Email: mayor@marlborough-ma.gov

[Listing can not be accepted without all of this information completed.]

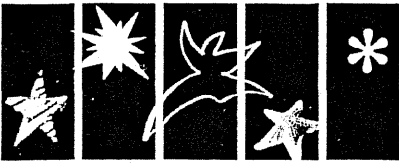
A copy of this listing must be attached to the "record copy" of a contract filed with the department.

COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM



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

CONTRACTOR LEGAL NAME: City of Marlborough (and d/b/a): City Hall 140 Main Street Legal Address: (W-9, W-4,T&C): Marlborough MA 01752-3871 Contract Manager: Arthur G. Vigeant, Mayor E-Mail: mayor@marlborough-ma.gov Phone: 508/460-3770 Fax: 508/481-6354 Contractor Vendor Code: VC6000192111 Vendor Code Address ID (e.g. "AD001"): AD___ (Note: The Address Id Must be set up for <u>EFT</u> payments.)	COMMONWEALTH DEPARTMENT NAME: Massachusetts Cultural Council MMARS Department Code: ART Business Mailing Address: 10 St. James Ave. 3rd Fl., Boston MA 02116 Billing Address (if different): Contract Manager: Michael Nagle E-Mail: Michael.Nagle@state.ma.us Phone: 617/858-2722 Fax: 617/727-0044 MMARS Doc ID(s): RFR/Procurement or Other ID Number:
<p style="text-align: center;"><u>NEW CONTRACT</u></p> PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> <u>Statewide Contract</u> (OSD or an OSD-designated Department) <input type="checkbox"/> <u>Collective Purchase</u> (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> <u>Department Procurement</u> (includes State or Federal grants <u>815 CMR 2.00</u>) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> <u>Emergency Contract</u> (Attach justification for emergency, scope, budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification, scope and budget)	<p style="text-align: center;"><u>CONTRACT AMENDMENT</u></p> Enter <u>Current Contract End Date</u> <u>Prior</u> to Amendment: _____, 20____. Enter <u>Amendment Amount:</u> \$ _____ (or "no change") AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> <u>Amendment to Scope or Budget</u> (Attach updated scope and budget) <input type="checkbox"/> <u>Interim Contract</u> (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> <u>Contract Employee</u> (Attach any updates to scope or budget) <input type="checkbox"/> <u>Legislative/Legal or Other:</u> (Attach authorizing language/justification and updated scope and budget)
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services	
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> <u>Rate Contract</u> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> <u>Maximum Obligation Contract</u> Enter Total Maximum Obligation for total duration of this Contract (or <u>new</u> Total if Contract is being amended), \$ <u>\$10,600</u>	
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting <u>accelerated</u> payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (<u>G.L. c. 29, § 23A</u>); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)	
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) <p style="text-align: center;">Local Cultural Allocation for the Marlborough Cultural Council</p>	
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <u>LATER</u> than the <u>Effective Date</u> below and <u>no</u> obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input checked="" type="checkbox"/> 3. were incurred as of <u>July 1, 2015</u> , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.	
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30 2016</u> , with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.	
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " <u>Effective Date</u> " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.	
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>Arthur G. Vigeant</u> Print Title: <u>Mayor</u>	AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X: _____ Date: _____ (Signature and Date Must Be Handwritten At Time of Signature) Print Name: <u>David T. Slatery</u> Print Title: <u>Deputy Director</u>



MASSACHUSETTS CULTURAL COUNCIL

10 St. James Avenue
Boston, MA 02116-3803

617.858.2700

800.232.0960 Toll Free

617.727.0044 Fax

mcc@art.state.ma.us E-mail

www.massculturalcouncil.org Web

Scope of Services/Budget

The allocated amount or maximum obligation for the contracted city or town will be deposited in the local account for the local or regional cultural council, provided that the city or town:

- Maintain a revolving account for the local or regional cultural council as required by Massachusetts General Law, Chapter 10, Section 58
- Report on said fund annually by completing the Massachusetts Cultural Council's Local Cultural Council Account Form

The local or regional cultural council will expend the funds following the procedures outlined in Massachusetts Cultural Council guidelines and regulations (962 CMR 2.00 – 3.00)





RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
City of Marlborough
Office of the Mayor

2015 OCT 29 A 10:11

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

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

October 29, 2015

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

Re: Grant Acceptance – Emergency Management

Honorable President Clancy and Councilors:

Enclosed for your acceptance is an Emergency Management Performance Grant (EMPG) in the total amount of \$9,460.00 for Fiscal Year 2016 from the Massachusetts Emergency Management Agency.

As the attached documentation from Don Cusson notes, this grant will allow the City to reprogram 20 Public Safety Radios so they are flashed to accept the Local Public Safety frequencies for Mutual Aid in our region. This will enable our public safety personnel to communicate more effectively with the State Police and other local communities during emergencies.

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

Sincerely,

Arthur G. Vigeant
Mayor

Enclosures



City of Marlborough
Emergency Management

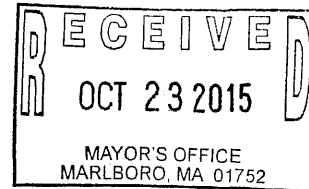
696 CONCORD ROAD

MARLBOROUGH, MASSACHUSETTS 01752-5617

TEL. (508) 481-1933 ■ FACSIMILE (508) 460-3795 ■ TDD (508) 460-3610

CELL (508) 726-1088 ■ PAGER (978) 803-2061

Don Cusson
EMERGENCY MANAGEMENT
DIRECTOR



October 15, 2015

Honorable Mayor Arthur G Vigeant
140 Main Street
Marlborough, Ma. 01752

Honorable Mayor,

Enclosed is a grant for \$9,460.00 from Massachusetts Emergency Management Agency for our 2015 EMPG. This Grant must go to the Council for their approval and acceptance for this this is a Reimbursement Grant.

The intent of this grant is to have 20 Public Safety Radios, flashed to accept the Local Public Safety frequencies for Mutual Aid in our region. This is very beneficial to be able to talk to the State Police and other local communities in time of an emergency working together. This inoperability to converse on one frequency and one radio unit is imperative. There is no additional cost involved.

If there are any questions please feel free to call or email at any time.

Respectfully yours,

Donald E. Cusson

0
NOTICE OF GRANT AWARD

DEPARTMENT: Emergency Management DATE: 10/15/2015

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: Marlborough 2015 EMPG

GRANTOR: Massachusetts Emergency Mangement Agency

GRANT AMOUNT: \$9,460.00

GRANT PERIOD: 10-19-2015 end 6-30-2016

SCOPE OF GRANT/ Re-program 20 portabals for LPS 7 ar nd LPS 8 Mutual Aid

ITEMS FUNDED programing units Reuimbersment

IS A POSITION BEING CREATED: NO

IF YES: CAN FRINGE BENEFITS BE PAID FROM GRANT? _____

ARE MATCHING CITY FUNDS REQUIRED? NO

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

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

ANY OTHER EXPOSURE TO CITY?

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: no

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

This form is jointly issued and published by the EXECUTIVE OFFICE OF ADMINISTRATION AND FINANCE (EAF), the OFFICE OF THE COMPTROLLER OF COURTS, and the OFFICE OF THE ATTORNEY GENERAL (OAG) as the default contract for all Commonwealth Departments when another form is not prescribed by regulation or policy. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors may not require any additional agreements, engagement letters, contract forms or other additional terms as part of this Contract without prior Department approval. Click on hyperlinks for definitions, instructions and legal requirements that are incorporated by reference into this Contract. An electronic copy of this form is available at www.mass.gov/osc under Guidance For Vendors - Forms or www.mass.gov/osd under OSD Forms.

CONTRACTOR LEGAL NAME: (and d/b/a): TOWN OF MARLBOROUGH		COMMONWEALTH DEPARTMENT NAME: Massachusetts Emergency Management Agency	
		MMARS Department Code: CDA	
Legal Address: (W-9, W-4,T&C): 140 MAIN ST		Business Mailing Address: 400 Worcester Rd Framingham MA 01702	
Contract Manager: DON CUSSON		Billing Address (if different):	
E-Mail: DCUSSON@MARLBOROUGH-MA.GOV		Contract Manager: Jeff Timperi	
Phone:	Fax:	E-Mail: jeff.timperi@state.ma.us	
Contractor Vendor Code: VC6000192111		Phone: 508.820.2019	Fax:
Vendor Code Address ID (e.g. "AD001"): AD		MMARS Doc ID(s): FY16EMPG15000MARLB	
(Note: The Address Id Must be set up for EFT payments.)		RFR/Procurement or Other ID Number: 2015 EMPG	
<input checked="" type="checkbox"/> NEW CONTRACT		<input type="checkbox"/> CONTRACT AMENDMENT	
PROCUREMENT OR EXCEPTION TYPE: (Check one option only) <input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department) <input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget) <input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00) (Attach RFR and Response or other procurement supporting documentation) <input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget) <input type="checkbox"/> Contract Employee (Attach <u>Employment Status Form</u> , scope, budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)		Enter Current Contract End Date <u>Prior</u> to Amendment: Enter Amendment Amount: \$ AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.) <input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget) <input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget) <input type="checkbox"/> Contract Employee (Attach any updates to scope or budget) <input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget)	
The following COMMONWEALTH TERMS AND CONDITIONS (T&C) has been executed, filed with CTR and is incorporated by reference into this Contract. <input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services			
COMPENSATION: (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00. <input type="checkbox"/> Rate Contract (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.) <input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or <i>new</i> Total if Contract is being amended). \$9,460.00			
PROMPT PAYMENT DISCOUNTS (PPD): Commonwealth payments are issued through <u>EFT</u> 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See <u>Prompt Pay Discounts Policy</u> .)			
BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT: (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) The community intends to re-program radios. Funding for this contact is provided via the FFY 2015 EMPG; the CFDA # is 97.042.			
ANTICIPATED START DATE: (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations: <input checked="" type="checkbox"/> 1. may be incurred as of the <u>Effective Date</u> (latest signature date below) and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 2. may be incurred as of a date <u>LATER</u> than the <u>Effective Date</u> below and no obligations have been incurred <u>prior</u> to the <u>Effective Date</u> . <input type="checkbox"/> 3. were incurred as of , a date <u>PRIOR</u> to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.			
CONTRACT END DATE: Contract performance shall terminate as of <u>June 30, 2016</u> with no new obligations being incurred after this date unless the Contract is properly amended, provided that the terms of this Contract and performance expectations and obligations shall survive its termination for the purpose of resolving any claim or dispute, for completing any negotiated terms and warranties, to allow any close out or transition performance, reporting, invoicing or final payments, or during any lapse between amendments.			
CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, the " Effective Date " of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <u>Contractor Certifications</u> (incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable <u>Commonwealth Terms and Conditions</u> , this Standard Contract Form including the <u>Instructions and Contractor Certifications</u> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in <u>801 CMR 21.07</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract.			
AUTHORIZING SIGNATURE FOR THE CONTRACTOR: X:  Date: <u>10/16/14</u> (Signature and Date Must Be Handwritten At Time of Signature)		AUTHORIZING SIGNATURE FOR THE COMMONWEALTH: X:  Date: <u>10-20-15</u> (Signature and Date Must Be Handwritten At Time of Signature)	
Print Name: <u>Arthur Vigean</u>		Print Name: <u>David Mahr</u>	
Print Title: <u>Mayor</u>		Print Title: <u>Chief Administrative Officer</u>	

Application Template

Using this Template, provide a response to each section (as applicable) in the appropriate spaces below.

1. Entity submitting this NOFO

Community/Tribe: City of Marlborough EMA

Point of Contact Name: Donald E. Cusson

Address: 696 Concord Road

Marlborough, MA. 01752-5617

Office Telephone: 508-481-1933 Cell 508-726-1088

Email Address: dcusson@marlborough-ma.gov

NOTE: The person identified above will receive all contract-related documents and be the "Contract Manager".

Two (or more) communities may use their funds jointly on a project. Only one application is required from the entity that will contract for and oversee funding for the project. The value of all entities awards may be combined.

Fiscal Point of Contact (if different than above)

Name: _____

Telephone: _____

Email: _____

NOTE: The Fiscal POC (if listed) will be cc'd on all contract-related documents. Involvement of your fiscal office is highly encouraged.

2. Project Period

For planning purposes only, you may use an anticipated contract start date of 1/4/16.

All Projects must be completed by 9/30/16.

3. Project Summary

Using the format below, provide a clear and comprehensive summary (**1 page maximum**) that includes response to the items (a-e) below. All costs must be allowable under the FFY 2015 EMPG program. All costs must be consistent and supportive of FEMA's National Preparedness Goal and the State Homeland Security Strategy¹.

- a) the proposed project;
Flashing 20 portables to receive the LPS 7 and LPS 8
- b) why this is needed and how this need was identified;
This is needed so we can talk and receive communications from the State police and cities and towns during Mutual Aide.
- c) identify one (or more) of the National Preparedness Goal Mission Areas² that this proposal supports. The five Mission Areas are: Prevention; Protection; Mitigation; Response; and Recovery;
I believe it covers all five missions when communications are involved in any
- d) expected outcomes; and
- e) how outcomes may be measured.

For Equipment, please state whether the item will be **fixed** or **portable**. If fixed, please identify where the item is to be installed. Items that need installation may require completion of an EHP Screening Memo (**see page 14 of this document for more information**).

For proposed renewal of current contracted **services** (i.e. reverse-911 type service), **please provide renewal date and/or current contract end date within your project summary**.

A sub-recipient's contract period (start date to end date) may not necessarily align with a sub-recipient's intended service period. In MEMA grant applications, we provide an anticipated contract start date and an identified contract end date.

The anticipated start date is provided for planning purposes; the actual start date may be after this date. The identified contract end date would not change. **Sub-recipients should review the anticipated contract start date and identified contract end date when developing their application so they understand how their MEMA contract period of performance aligns with their vendor service dates.**

¹ The Massachusetts SHSS may be found on the EOPSS website here: <http://www.mass.gov/eopss/home-sec-emerg-resp/shss/>

² More information on the National Preparedness Goal Mission Areas may be found on FEMA's website here: <https://www.fema.gov/mission-areas>

MEMA can only reimburse for service costs incurred during the sub-recipient's contract period.

PROJECT SUMMARY (1 page maximum):

With these Grant Funds it will enable the Community to have 20 portables flashed so we will be able to transmit and receive on the Trunking system used by the State Police and surrounding communities on the , LPS 7 and LPS 8 systems. We on 800 MHz analog have always maintained the ITAC Frequencies in our radios. Know that the State has gone Trunked we are not able to communicate even though we are on 800MHz. We have our K-9 Unit that has gone Mutual Aid multiple times but unable to communicate because of the lack of this provision.

4. **Funding Amount**

MEMA uses a funding formula to determine award amounts. Award amounts may vary from year to year based upon available funding. Please refer to **Appendix A** for your community's proposed award amount.

Amount of Community/Tribe FFY 2015 EMPG funding: \$ 9,460.00

5. **Match**

Applicants **must** provide a 100% (dollar-for-dollar) cash or soft match. Please provide:

a) match amount: match amount must equal grant-funded amount: \$ 9,460.00

b) type of match: Cash or Soft: Cash

c) specific match source: sub-recipient match may **not** be met using federal funds

d) EMA Budget

e) match availability: statement that this match is available during the project period:
Monthly Budgeted reports

f) documentation: brief description of how the match will be tracked and documented by the sub-recipient: tracking with monthly reports from Auditor Salary plus other line items

g) if salary is to be used as a cash match, the sub-recipient would need to provide the following:
i. confirmation that federal funds are not used towards this salary (but if so what percentage);
ii. whether the entire salary amount would be used as a match or a percentage;
iii. whether the salary is used as a match for any other grant program.

Please review MEMA's Match Policy when developing this section.

6. Interoperable Communications Investment Proposal (ICIP)

If your Project has an interoperable communications component, please complete the following table on pgs 9-11.

If your Project does NOT have an interoperable communications component, please proceed to section 7, page 12.

ICIP Overview

Interoperable communications projects improve the sharing of electronic information (voice, data, images, video), via radio, internet, microwave, computers, fiber optics. Interoperable Communications projects may include the purchase or modifications of radios, transmission towers and other communications related equipment. Interoperability projects may also include efforts related to communications training and exercises, education and outreach, programming radios, development of Standard Operating Procedures.

When completing the ICIP table, applicants should provide a clear description of the 'Interoperability Problem'. **As an example:**


Problem: Although Mutual Aid Agreements are in place between the applicant and its four neighboring towns for public safety support during emergencies, the towns have no common radio frequencies or Standard Operating Procedures so, radio communications cannot occur amongst the disparate radios during an emergency.

Background Information / Investment Description: It was learned during a multiple alarm chemical fire that responders from the five mutual aid towns were unable to communicate directly with each other effectively. Subsequently, a consultant was hired to develop an interoperable communications plan that assessed the communications gaps and recommended solutions. This project seeks to implement the plan by replacing 30 incompatible portable radios, reprogramming all remaining (220 portable and 15 fixed) radios, conducting 3 training classes for the use of the equipment and the Standard Operating Procedures and conducting 1 table top exercise that will include all 5 towns that are included in the Mutual Aid Agreements.

Interoperable Communications Investment Proposal

Please complete all sections except for the shaded areas.

Shaded areas will be completed by the SIEC and the Statewide Interoperability Coordinator (SWIC).

Date Received by the SWIC:		Control #		Proposed Federal Funding Source: EMPG (FFY)2015		Proposed Federal Funding Amount: \$9,460.00	
Committee Referred to:				Committee Chairperson:			
Investment Name: City of Marlborough Donald E. Cusson		Applicant Organization: EMA		Applicant Signature: 			
Investment Summary	To have 20 portables flashed so we can use the States, Local Public Safety 7 and 8 frequency, in our radios so when on Mutual Aide we will be able to talk to the State and surrounding communities.						
Statewide Communications Plan (SCIP) Goals addressed by this investment (please circle all that apply)				<input type="radio"/> Governance <input type="radio"/> SOP <input checked="" type="radio"/> X technology		<input type="radio"/> Training & Exercise <input checked="" type="radio"/> X Usage	
Project Start Date:		Project End Date:		Is an Environmental & Historic Preservation (EHP) review required for this project?			
Applicant Contact Name: Donald E. Cusson		Phone: Cell 508-726-1088		Email: dcusson@marlborough-ma.gov		Address: 696 Concord Rd Marlborough, MA 01752	
Review Status						SIEC Member Signature	Date
Assigned to Committee							
Estimated Review Date							
Committee Recommendation to the Executive Management Committee		Approval	Denial	Amend			
Executive Management Committee Recommendation		Approval	Denial	Amend			
SIEC Recommendation		Approval	Denial	Amend			
Applicant notified of Recommendation							

Communications Interoperability Problem Description-Although Mutual Aid Agreements are in place between us and our neighboring towns and the State for public safety support during emergencies, we had no common radio frequency, radio communications could not occur amongst the disparate radios during our emergency out in the field.

Background Information / Detailed Investment Description- The portables must be flashed so they will be able to transmit and receive on the trunked frequencies being used in our area for the LPS 7 and LPS 8 with the state.

Expected Outcomes-

By having our radios Flashed by Motorola to except the capability to transmit and receive the trunked frequencies used by the State and Local Communities will enhance our capability to Search and Rescue. We will be able to communicate on a common channel during Mutual Aid Incidents.

<p>SCIP Goal-</p> <p>Identify each SCIP goal that this investment will support and describe how that support will be accomplished.</p> <p>See Appendix B for a listing of SCIP goals.</p>	<p>Goal</p> <p>Governance</p> <p>SOP</p> <p>Technology</p> <p>Training & Exercise</p> <p>Usage</p>	<p>Describe support</p> <p>ENH: 966 Trunking Flashport for 20 portables.</p>
<p>Ownership-</p> <p>Identify the proposed owners of all assets procured with this investment (add additional lines as needed)</p>	<p>Organization</p> <p>Marlborough Police 15</p> <p>Marlborough Fire 4</p> <p>Marlborough EMA 1</p>	<p>Asset Description</p> <p>Programming</p> <p>Programming</p> <p>Programming</p>
<p>Usage Plan-</p> <p>Describe the usage plan for the equipment / project</p>		

Disciplines- <ul style="list-style-type: none"> Identify each responder discipline that will enhance its communications interoperability from this investment Describe the interoperability enhancement 		
	Discipline	Enhancement
	LE	Radio Capability
	EMA	Radio Capability
	FS	Radio Capability
Please use the following abbreviations to represent the corresponding discipline:	LE - Law Enforcement; EMS - Emergency Medical Services; EMA - Emergency Management Agency; FS - Fire Service; HZ - HAZMAT; PW - Public Works; PH - Public Health; GA - Governmental Administrative; PSC - Public Safety Communications; HC - Health Care; O-Other	
Multi-Jurisdictional Interoperability- All investments must provide interoperability between two or more jurisdictions. Identify each jurisdiction that will achieve interoperability from this investment.	LPS 7 LPS 8 Most all communities around us.	

7. Budget Detail

The Budget(s) **must** align with your Project Summary **and** equal your proposed funding amount. **All costs must be identified below.** Insert additional rows if needed.

For equipment, list the EMPG Authorized Equipment List (AEL) Reference number. The Authorized Equipment List may be found on-line here: <https://www.fema.gov/media-library/assets/documents/101566>

Applicants may include up to, but no more than, five (5) % of their request for 'Management and Administration' (M&A) costs. **M&A activities are those defined as directly relating to the management and administration of EMPG funds, such as financial management and monitoring.** Applicants are reminded to be mindful of supplanting and/or dual compensation as these are not permitted

7A Program Budget for 1/4/16-6/30/16

Complete this budget table to identify costs from 1/4/16-6/30/16.

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
				\$	\$
Equipment	Programming Flashing Radios	06CP- 02- BRDG	20	\$476.00	\$9,520.00
				\$	\$
LESS PAID FROM INTERNAL BUDGET				\$	\$ --60.00
				\$	\$
				\$	\$
				\$	\$
				\$	\$
GRAND TOTAL					\$9,460.00

7B FFY2013 Program Budget 7/1/16-9/30/16

Complete this budget table to identify costs from 7/1/16-9/30/16.

Cost Category (Planning, Equipment, Training, Exercises, M&A)	Description	AEL #	Quantity	Unit Cost	Total
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$
				\$	\$

				\$	\$
				\$	\$
				GRAND TOTAL	\$

8. FEMA Environmental Planning and Historic Preservation ('EHP') Requirements

All federal homeland security grant funding must comply with federal Environmental Planning and Historic Preservation ('EHP') laws, executive orders, and regulations.

The following activities would **NOT** require completion of an **FEMA EHP Screening Form**:

- Planning;
- Personnel;
- Management and Administration;
- Classroom-Based Training;
- Seminars, Workshops, Table-Top, and Functional Exercises; and
- Mobile and Portable Equipment (no installation): These are equipment devices that do not require any fixed installation and may be transported, such as hand-held radios, personal protective equipment (PPE), mobile/satellite phones, dive equipment, boats, response and mobile command vehicles, and other similar devices that do not require installation.

All other activities **DO** require completed **FEMA EHP Screening Forms**. These activities include:

- Surveillance and Detection Equipment;
- Physical Security Enhancements;
- Installation of Generators;
- Field Training and Field Exercises;
- Equipment Enhancements/Installations;
- Modifications to or Renovations/Altering of Facilities;
- Construction;
- Demolition of Buildings or Structures;
- Communication Towers; Antenna Collocations; and
- Any Project that Directly or Indirectly Involves Ground-Disturbing Activity.



RECEIVED
CLERK'S OFFICE
OF MARLBOROUGH

2015 OCT 29 A 10:17

City of Marlborough
Office of the Mayor

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

Arthur G. Vigeant
MAYOR

Nicholas Milano
EXECUTIVE AIDE

Patricia Bernard
EXECUTIVE SECRETARY

October 29, 2015

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

Re: Transfer Request for the Information Technology Department

Honorable President Clancy and Councilors:

Attached for your approval is a transfer request for \$450.00 to be transferred within the Information Technology Department.

As the attached letter from Comptroller Brian Doheny notes, the transfer is required to pay for an employee's longevity payment in early December due to a miscalculation with the employee's start date arising from prior service with the school department.

If you have any questions, 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

October 27, 2015

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

RE: TRANSFER REQUEST

Dear Mayor Vigeant,

Enclosed herewith is a transfer request for the Information Technology Department for Longevity. This request is being funded by an account within the Information Technology Department. This transfer is needed because of an error with the miscalculation with the employee's start date arising from prior service with the school department. This employee is contractually due the Longevity payment which will be paid in early December.

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

Sincerely,

Brian Doheny
Comptroller



City of Marlborough
Legal Department

140 MAIN STREET

MARLBOROUGH, MASSACHUSETTS 01752

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

LEGAL@MARLBOROUGH-MA.GOV

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
DONALD V. RIDER, JR.
CITY SOLICITOR

2015 OCT 29 10:54
CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS
PARALEGAL

October 29, 2015

Edward Clancy
President
Marlborough City Council

RE: OYO Sportstoys, Inc.'s TIF Proposal
Order No. 14-1005907

Dear President Clancy and Members:

The Finance Committee has completed its review and has voted its recommendation concerning the Tax Increment Financing ("TIF") proposal from OYO Sportstoys, Inc. Since that recommendation will include a request at the November 2 meeting for a suspension so that the Council may vote on the TIF proposal's merits at that meeting, I have taken the liberty of placing the various TIF documents in proper legal form.

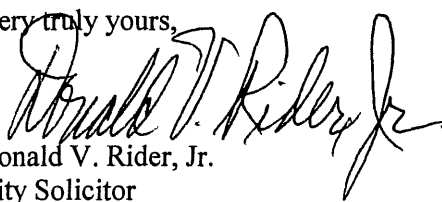
In particular, having made one (1) substantive revision to the EDIP preliminary application (providing OYO's response to question II.5(f) near the top of page 4), I enclose the following as being in proper legal form:

1. the proposed Council resolution;
2. the proposed EDIP preliminary application; and
3. the proposed TIF agreement.

Since the resolution would authorize submission to the Massachusetts Economic Assistance Coordinating Council of both the EDIP preliminary application and the TIF agreement, you may collectively approve all 3 documents by taking a single vote on a motion to approve the resolution. Simple majority suffices.

Thank you for your attention to this matter.

Very truly yours,


Donald V. Rider, Jr.
City Solicitor

Enclosures

cc: Arthur G. Vigeant, Mayor

RESOLUTION:

WHEREAS, the City Council of the City of Marlborough desires a beneficial economic use creating jobs for local residents, expanding business within the City, and developing a healthy robust economy and stronger tax base for a portion of Map 54, Parcel 1 on the Marlborough Assessor's Map; and

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

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

1. The City Council of the City of Marlborough hereby requests that the Massachusetts Economic Assistance Coordinating Council approve OYO Sportstoys, Inc.'s application for an EDIP Certified Project, which includes a state investment tax credit and a local real estate tax incentive; and further, that:
 - a. The project will not overburden the City of Marlborough's infrastructure and utilities;
 - b. The project as described in the proposal will have a reasonable chance of increasing employment opportunities for residents of Marlborough; and
 - c. The City Council approves OYO Sportstoys, Inc.'s request that the project be designated by the Massachusetts Economic Assistance Coordinating Council as an EDIP Certified Project for ten (10) years.
2. The City Council of the City of Marlborough agrees to authorize the use of tax increment financing and the submission of the tax increment financing agreement to the Massachusetts Economic Assistance Coordinating Council.



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

**Economic Development Incentive Program (EDIP)
PRELIMINARY APPLICATION**

The following information is required by the Massachusetts Office of Business Development (MOBD) and the Economic Assistance Coordinating Council (EACC) to make a preliminary determination on the eligibility of a project under the Economic Development Incentive Program. This application must be returned in electronic form to your MOBD Regional Director and a hardcopy with original signature(s) mailed to: EDIP Manager, MOBD, 10 Park Plaza, Suite 3730, Boston, MA 02116. Please refer to the EDIP Guidelines, www.mass.gov/hed/edip and your MOBD Regional Director for assistance with this application.

PART I. COMPANY OVERVIEW					
1. COMPANY INFORMATION					
Company Name:	OYO Sportstoys, Inc.				
Project Location Address:	Street Address:	111 Locke Drive			
	City:	Marlborough	MA	Zip Code:	01752
Company Headquarters Location:	City:	Acton	State:	MA	
FEIN (Federal Employer Identification Number):	451683287				
DUA # (Dept. of Unemployment Assistance #):	10054349				
Type of Organization:	(a) Type of Organization: Corporation				
Company's Taxable Year End:	12/31				
NAICS Code:	339930				
Is the applicant classified as a MA Department of Revenue Manufacturer?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>				
Company's outside of Massachusetts sales as a percentage of total sales: (a) currently (b) projected upon completion of proposed project:	(a) Current Outside of MA sales as of 8/31/2015 : 80% (b) Projected Outside of MA sales upon completion of project: 80% Additional Information (if necessary):				
2. COMPANY CONTACT					
Executive Officer/ Company Designee:	Full Name:	Craig Gainsboro	Title:	Chief Financial Officer	
Contact (if different from above):	Full Name:	Martin Hanssmann	Title:	Chief Operating Officer	
Contact Address:	Street Address:	20 Main Street			
	City:	Acton	State:	MA	Zip Code: 01720

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

Telephone Number:	978-264-2000
Email Address:	hanssmann@oyosportstoys.com

3. COMPANY DESCRIPTION & HISTORY

Please provide a brief description and history of the company.

OYO Sporttoys, Inc., headquartered in Acton, Massachusetts, is a local manufacturing company that produces minifigure toys that resemble star athletes and their corresponding playing fields. OYO Sportstoys was founded in 2011 as a start up business raising \$14 million in funding to date. Today, the company has agreements with Major League Baseball, the NFL, NCAA and the National Hockey League along with their players associations to produce toys featuring their star players. OYO will expand to include soccer, basketball and other sports nationally and internationally. In addition, the company is able to quickly manufacture products in a way that keeps up with social trends.

OYO Sportstoys has received numerous accolades and is well capitalized with support from Mandalay Sports based in Los Angeles, Boston Seed Capital and Cambridge based Atlas Venture.

For more information, visit www.oyosportstoys.com.

PART II. ECONOMIC DEVELOPMENT PROJECT

1. PROPOSED BUSINESS EXPANSION PROJECT

(a) Please provide a description of the proposed expansion project.

OYO Sportstoys, Inc. currently leases 30,000 square feet of space in Acton, Massachusetts. Due to customer demands, the company is looking to expand in the City of Marlborough. The company intends to lease a minimum of 65,000 square feet and bring 95 jobs to the city while creating an additional 100 new jobs in the Commonwealth. OYO Sportstoys has proposed plans to renovate 111 Locke Drive for use as a state-of-the art manufacturing facility and corporate headquarters.

(b) Does the current public infrastructure meet the proposed certified project's needs? If no, please explain.

Yes No

If no, please explain:

2. PROJECT TIMELINE

(a) Please indicate the date a Letter of Intent was sent to the municipality and cc: MOBD Regional Director:	(b) Date the applicant expects to begin the project:	(c) Date the applicant expects to complete the project:	(d) Date the applicant expects to open the facility:
9/9/2015	1/1/2016	3/15/2016	3/31/2016

Additional Information (if necessary) on Project Timeline:

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

3. INVESTMENT BREAKDOWN

Please provide a breakdown of the expected investment required and associated costs.

Land: \$0
 Construction: \$2,000,000
 Machinery & Equipment: \$5,000,000
 Other : _____ \$1,000,000
 Total Projected Investment: **\$8,000,000**

Additional Information (if necessary) on Investment:

Construction: Electrical, Mechanical, Furnishings

Machinery and Equipment: Automation Equipment, Printers, Stalkers, Molds

Other: Computers, Office Equipment

4. MASSACHUSETTS EMPLOYMENT

(a) Is the applicant new to Massachusetts?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
(i) If no, where are the existing Massachusetts facilities?	Acton MA	N/A <input type="checkbox"/>
(ii) If no, what is the applicant's full-time, permanent employment in Massachusetts (total of all MA facilities)?	95 full-time permanent MA employees as of 9/9/2015	N/A <input type="checkbox"/>
(b) Will the proposed economic development project require and/or trigger the closing or consolidation of any Massachusetts facilities or the elimination of any other jobs currently in Massachusetts? If yes, please give location of facility and explain.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, please explain:	

5. PROJECT LOCATION EMPLOYMENT

Please indicate the number of:

(a) Full-Time Permanent Jobs to be Created (net new to facility and Massachusetts):	(b) Full-Time Permanent Employment to be Retained (number of employees currently at the Project Location, if any):	(c) Full-time Permanent Employees to be transferred from other Massachusetts Locations to Project Location (if any):	(d) Total Full-Time Permanent Existing Jobs to be Retained at Project Location (Sum of questions 5b. and 5c.):
100	0	95	95

Additional Information (if necessary) on Project Location Employment:

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

(e) What action will the applicant take to recruit employees from among residents of the municipality and/or Economic Target Area?

OYO Sportstoys, Inc. intends to continue to recruit and hire locally. Job postings will be made on major recruiting websites and OYO Sportstoys, Inc. will participate in the City of Marlborough sponsored job fairs.

(f) Will the project result in significant spin off economic benefit and support Massachusetts based suppliers and contractors? Please explain.

Yes. The Company plans to entertain bids from qualified suppliers and contractors for the proposed project from within the Commonwealth of Massachusetts. If a qualified supplier or contractor is selected, the addition of jobs to other industries is expected. OYO has an extensive track record of using local suppliers and spends an estimated \$3 million annually for a wide array of products and services. The Company engages over 30 Massachusetts companies to provide products and services. Should this project proceed, OYO expects to increase its expenditures with their current Massachusetts vendors and look to further develop new vendor relationships.

6. FACILITY

(a) Will the applicant own or lease/rent the facility where the business expansion/relocation will occur?	Lease <input checked="" type="checkbox"/> Own <input type="checkbox"/>	
(i) If leasing/renting, identify the developer/landlord and state who will be the taxpayer of record for purpose of paying local real estate taxes?	U.S. REIF 111 Locke Drive Massachusetts, LLC	N/A <input type="checkbox"/>
(ii) If owning, will the applicants fully occupy the space?	Yes <input type="checkbox"/> No <input type="checkbox"/>	N/A <input checked="" type="checkbox"/>
(iii) If the applicant will not fully occupy the space, does it intend to lease/rent the remaining space? If yes, to whom (if known)?	Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, to whom?	N/A <input checked="" type="checkbox"/>
(b) Is the site of the facility a 43D Preferred Development Site? If yes, name site.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, name site:	N/A <input type="checkbox"/>
(c) Does the proposed expansion project involve the renovation and reuse of an abandoned building?	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>	
(i) If yes or unsure, how long has the building been vacant or unused (if known, state date)	months Vacant since: <i>Select mm/dd/yyyy</i>	N/A <input checked="" type="checkbox"/>
(ii) If yes, during the period of time that the building has been vacant or unused, what percentage of the building was vacant and unused? If the percentage varied during this time period, provide information for each change in the percent of vacant space and the applicable time period.	% vacant Details:	N/A <input checked="" type="checkbox"/>

COMMONWEALTH OF MASSACHUSETTS
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MASSACHUSETTS OFFICE OF BUSINESS DEVELOPMENT

7. INCENTIVES & FINANCING		
(a) Please indicate which incentives the applicant is seeking in relation to the expansion project.	State Investment Tax Credit	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	Local Real Estate Tax Incentive	Yes <input checked="" type="checkbox"/> No <input type="checkbox"/>
	State Abandoned Building Renovation Deduction	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
(b) Is the applicant seeking tax incentives from the Massachusetts Life Science Center? If yes, please explain as this may affect the potential EDIP benefits.	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If, yes please explain:	
(c) Please provide detailed information on any other sources of public or quasi-public funding that has been received or will be sought to contribute towards the financing of the proposed expansion.	None	
(d) Has the applicant previously been approved as a "Certified Project" by the Economic Assistance Coordinating Council (EACC)?	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>	
If yes, what is the Project (i) name; (ii) municipality; (iii) approval date?	(i) Project Name: (ii) Project Municipality: (iii) Project Approval Date: <i>Select mm/dd/yyyy</i>	N/A <input checked="" type="checkbox"/>
(e) Please indicate whether the applicant has utilized other sources of public or quasi-public funding in the past. If applicable, please explain specific uses of funding and amount. If other, please give details on the funding source.	Select Funding Source	N/A <input checked="" type="checkbox"/>
	Select Funding Source	N/A <input checked="" type="checkbox"/>
	Select Funding Source	N/A <input checked="" type="checkbox"/>
	If applicable or other, please explain:	N/A <input checked="" type="checkbox"/>

PART III. LABOR AFFIRMATION	
1. CERTIFICATION OF STATE & FEDERAL EMPLOYMENT LAWS	
<input checked="" type="checkbox"/>	As an applicant requesting Certified Project approval, <u>OYO Sportstoys, Inc.</u> , affirms (check box) that this business will not unlawfully misclassify workers as self-employed or as independent contractors, and certifies compliance with applicable state and federal employment laws and regulations, including but not limited to minimum wages, unemployment insurance, workers' compensation, child labor, and the Massachusetts Health Care Reform Law, Chapter 58 of the Acts of 2006, as amended.

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

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

2. COMPANY DISCLOSURE

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

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

IV. AUTHORIZATION & CERTIFICATIONS

1. CERTIFICATE OF GOOD STANDING

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

*Applications will not advance to the supplemental round until a Certificate of Good Standing is received. The certificate must be dated within 6 months of the anticipated EACC meeting that the project is coming forth for review.

To obtain a Certificate of Good Standing visit:

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

Attached

Date of DOR Application for Certificate of Good Standing: 9/16/2015

Notes:

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

2. COMPLIANCE WITH MASSACHUSETTS OBLIGATIONS

The following section will be sent to The Commonwealth of Massachusetts' Joint Task Force on the Underground Economy and Employee Misclassification which will certify that the applicant is in compliance with its obligations to the state of Massachusetts. The Joint Task Force will contact the applicant directly if there is an outstanding issue.

Legal Business Name:	OYO Sportstoys, Inc.					
Doing Business As:	OYO Sports					
Primary Business Address:	Address:	20 Main Street				
	City:	Acton	State:	MA	Zip Code:	01720
FEIN (Federal Employer Identification Number):	451683287					
DUA # (Dept. of Unemployment Assistance #):	10054349					
Type of Organization:	Corporation					
Total Number of MA Employees:	95					
List Address(es) of other Business Locations in MA:						

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

3. APPLICATION AUTHORIZATION, CERTIFICATION & ACKNOWLEDGEMENT

I/We, Craig Gainsboro, Chief Financial Officer (names and titles) of the applicant business applying for "Certified Project" status from the Commonwealth of Massachusetts, Economic Assistance Coordinating Council hereby certify that I/we have been authorized to file this application and to provide the information within and accompanying this application and that the information provided herein is true and complete and that it reflects the applicant's intentions for investment, job creation and sales to the best of my/our knowledge after having conducted reasonable inquiry. I/We understand that the information provided with this application will be relied upon by the Commonwealth in deciding whether to approve "Certified Project" status and that the Commonwealth reserves the right to take action against the applicant or any other beneficiary of the Certified Project if the Commonwealth discovers that the applicant intentionally provided misleading, inaccurate, or false information. I/We make this certification under the pains and penalties of perjury.

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

Signed:

_____	Chief Financial Officer	Select mm/dd/yyyy
Name	Title	Date

_____		Select mm/dd/yyyy
Name	Title	Date



THE COMMONWEALTH OF MASSACHUSETTS
EXECUTIVE OFFICE OF LABOR AND WORKFORCE DEVELOPMENT
DEPARTMENT OF UNEMPLOYMENT ASSISTANCE

Charles D. Baker
GOVERNOR

Karyn E. Polito
LT. GOVERNOR



74088370

Ronald L. Walker, II
SECRETARY

Robert T. Cunningham
DUA DIRECTOR

Oyo Sportstoys Inc
Attn: Suzi Burger
20 Main Street
ACTON, MA 01720-2327

EAN: 10054349
September 16, 2015

Certificate Id:1605

The Department of Unemployment Assistance certifies that as of 9/16/2015 ,Oyo Sportstoys Inc is current in all its obligations relating to contributions, payments in lieu of contributions, and the employer medical assistance contribution established in G.L.c.149,§189.

This certificate expires in 30 days from the date of issuance.

Robert T. Cunningham, Director

Department of Unemployment Assistance

MASSACHUSETTS DEPT. OF REVENUE
P.O. BOX 7068
BOSTON, MA 02204



AMY PITTER, COMMISSIONER
ROBERT O'NEILL, BUREAU CHIEF

OYO SPORTSTOYS, INC.
20 MAIN ST
ACTON, MA 01720

T/P ID 451683287
Date 6/19/2014
Bureau CERTIFICATE

CERTIFICATE OF GOOD STANDING AND/OR TAX COMPLIANCE

The Commissioner of Revenue certifies as of the above date, that the above named individual or entity is in compliance with its tax obligations payable under M.G.L. c. 62C, including corporation excise, sales and use taxes, sales tax on meals, withholding taxes, room occupancy excise and personal income taxes, with the following exceptions.

This Certificate certifies that individual taxpayers are in compliance with income tax obligations and any sales and use taxes, sales tax on meals, withholding taxes, and/or room occupancy taxes related to a sole proprietorship. Persons deemed responsible for the payment of these taxes on behalf of a corporation, partnership or other business entity may not use our automated process to obtain a Certificate.

This Certificate does not certify that the entity's standing as to taxes such as unemployment insurance administered by agencies other than the Department of Revenue, or taxes under any other provisions of law. Taxpayers required to collect or remit the following taxes must submit a separate request to certify compliance: Alcoholic Beverage Excise, Cigarette Excise, Sales Tax on Boats, International Fuels Tax Agreement, Smokeless Tobacco or Ferry Embarkation.

THIS IS NOT A WAIVER OF LIEN ISSUED UNDER GENERAL LAWS, CHAPTER 62C, SECTION 52.

Very truly yours

A handwritten signature in black ink, appearing to read "R. O'Neill", written over a white background.

Robert O'Neill, Bureau Chief

**TAX INCREMENT FINANCING AGREEMENT BETWEEN
THE CITY OF MARLBOROUGH, OYO SPORTSTOYS, INC. AND
U.S. REIF 111 LOCKE DRIVE MASSACHUSETTS, LLC**

This **TAX INCREMENT FINANCING AGREEMENT** (the "**TIF Agreement**" or the "**Agreement**") is made this ____ day of _____, 2015 by and between the City of Marlborough (the "**City**"), OYO Sportstoys, Inc. (the "**Company**"), and U.S. REIF 111 Locke Drive Massachusetts, LLC (the "**Owner**").

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

WHEREAS, the Company is a foreign for-profit corporation organized under the laws of Delaware, having its principal U.S. headquarters located at 20 Main Street, Acton, MA 01720, and is authorized to do business in Massachusetts; and

WHEREAS, the Owner is the fee owner of the parcel of land located at 111 Locke Drive, Marlborough, Massachusetts 01752, as further depicted on Marlborough City Assessor's Map 54, Parcel 1 (the "**Property**"); and

WHEREAS, the Company intends:

- 1) To lease from the Owner a minimum of 65,000 rentable square feet of space in an approximately 131,489 square foot building located at 111 Locke Drive, Marlborough, together with parking facilities and other improvements located thereon (hereinafter, the leased space is defined as the "**Project Area**"); and
- 2) To make improvements to the Project Area in furtherance of constructing a state-of-the-art advanced manufacturing facility, and corporate headquarters; and

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

WHEREAS, the Company expects to have based out of the Project Area approximately ninety-five (95) permanent, full-time jobs presently located throughout Massachusetts, and beginning on the effective date of this agreement, to create and, over the term of the agreement, to maintain at the Project Area one hundred (100) new, permanent, full-time jobs open to qualified residents of Marlborough and the ETA; and

WHEREAS, the improvements to the Project Area are estimated to result in an initial capital investment by the Company of approximately \$8 million in combined soft, real property and personal property costs (the "**Project**"); and

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

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

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

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

WHEREAS, by a letter dated October 1, 2015, the Mayor recommended the TIF Agreement to the Marlborough City Council;

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

A. THE CITY'S OBLIGATIONS:

1. The City Council approved the provisions of this TIF Agreement on _____, 2015 pursuant to the Resolution attached hereto. The City Council hereby authorizes the Mayor to execute this TIF Agreement on the City's behalf, and to monitor and enforce compliance by the Company and the Owner with this TIF Agreement's terms. The Mayor is authorized to act for and on behalf of the City in proceedings relating to the approval of this Agreement by the Massachusetts Economic Assistance Coordinating Council (the "EACC").
2. A Tax Increment Financing exemption (the "Exemption") for the Project Area is hereby granted to the Company and the Owner by the City in accordance with Chapter 23A, Section 3E; Chapter 40, Section 59; and Chapter 59, Section 5, Cl. Fifty-first, of the Massachusetts General Laws. The Exemption shall be for a period of ten (10) years (the "Exemption Term"), commencing on July 1, 2016 (the beginning of fiscal year 2017) and ending on June 30, 2026 (the end of fiscal year 2026). The Exemption shall pertain to real property taxes for the Project Area, according to the following schedule:

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

REAL PROPERTY EXEMPTION	
Fiscal Year	Exemption Percentage
2017	100%
2018	100%
2019	50%
2020	50%
2021	30%
2022	25%
2023	25%
2024	5%
2025	5%
2026	5%

3. The base valuation for the Project Area shall be the assessed valuation of the Project Area in the base year. The base year is the most recent fiscal year immediately preceding the fiscal year in which the property becomes eligible for the TIF exemption. As provided in 760 C.M.R. 22.05(4)(d), see 402 C.M.R. 2.22, the Project shall become eligible for the Exemption on the July 1st following the date on which the EACC approves the TIF Plan, which is expected to be December 16, 2015. However, the initial improvements to the Project Area are expected to be completed in approximately March 2016. Therefore, the exemption is expected to commence on July 1, 2016, which is the beginning of fiscal year 2017. Accordingly, the base year for this TIF Agreement will be fiscal year 2016. Consequently, the base valuation for the real property pertinent to the Project Area will be determined as of January 1, 2015.

4. The base valuation shall be adjusted annually by an adjustment factor, which reflects increased commercial and industrial property values within the community, as provided in Chapter 40, Section 59 of the Massachusetts General Laws and in 760 C.M.R. 22.05(4)(b), see 402 C.M.R. 2.22. This adjusted base valuation will remain fully taxable (i.e., the Tax Increment Financing Exemption shall not apply to or be calculated with respect to the adjusted base valuation and no portion of the adjusted base valuation shall be eligible for exemption from Chapter 59 property taxation) throughout the term of this TIF Agreement. Only the increased value or "increment" created by improvements will be the amount eligible for exemption from taxation.

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

1. The City is granting the Tax Increment Financing Exemption for the Project Area in consideration of the following commitments:
 - (a) In anticipation of the receipt of the TIF benefits described in this Agreement, the Company agrees that receipt of such TIF benefits is conditioned upon the Company's lease of the Project Area from the Owner and development of the site into a state-of-the-art advanced manufacturing center and corporate headquarters;

- (b) As part of leasing the Project Area, the Company agrees that it will make capital improvements, which are currently estimated to be approximately \$8 million in combined soft, real property and personal property costs, and that it will timely pay all municipal permit fees required in connection with such improvement and investment;
- (c) The Company and the Owner agree to timely pay all of the taxes owed to the City by the Company and the Owner, respectively, over the term of this TIF Agreement; and
- (d) The Company agrees to relocate to the Project Area, following completion of the improvements in approximately March 2016, ninety-five (95) permanent full-time jobs which are existing as of the effective date of this Agreement and which are presently located throughout Massachusetts, and thereafter to create and maintain over the term of the Agreement a minimum of one hundred new permanent full-time jobs, for a minimum cumulative of one hundred and ninety-five (195) permanent full-time employees (as "permanent full-time employee" is defined in 402 C.M.R. 2.03), to be employed at the Project Area ("Permanent Full-Time Employees"). The following schedule details the Company's schedule of job creation at the Project Area:

SCHEDULE OF JOB CREATION			
End of Fiscal Year(s)	Permanent Full-Time Employees Relocated	Permanent Full-Time Employees New	Minimum Cumulative Total of Permanent Full-Time Employees
June 30, 2017	95	10	105
June 30, 2018	105	15	120
June 30, 2019	120	25	145
June 30, 2020	145	25	170
June 30, 2021	170	25	195
June 30, 2022	195	0	195
June 30, 2023	195	0	195
June 30, 2024	195	0	195
June 30, 2025	195	0	195
June 30, 2026	195	0	195

The Company shall work in good faith in accordance with Section B.1(e) below and, during the life of the Agreement, shall maintain an employment figure of one hundred ninety-five (195) permanent full-time jobs in accordance with the Schedule of Job Creation referenced above.

- (e) In maintaining its minimum cumulative New Permanent Full-Time Employee commitment outlined above, and consistent with all federal, state and local laws and regulations, the Company shall use reasonable efforts to make available application opportunities for the New Permanent Full-Time Employee positions to qualified residents of Marlborough and then the regional ETA through advertisements in local newspapers and online job sites encouraging such qualified residents to apply for employment with the Company. Determination of whether any individual is qualified for any specific job or position opening shall be in the Company's sole discretion, and nothing herein shall be deemed to create any obligation of the Company to hire any of said residents. The Company will meet its obligation to make such application opportunities available to such residents if, in conjunction with the Mayor's office

and the Marlborough Economic Development Corporation, the Company participates in a job fair in Marlborough that is sponsored by the Marlborough Economic Development Corporation for staffing open positions at its Project Area.

2. The Company shall submit annual written reports on job creation and maintenance at, job relocation to, and new investments at, the Project Area to the City of Marlborough Board of Assessors and Mayor and to the EACC by the end of December of each calendar year with respect to the immediately preceding fiscal year during which this TIF Agreement is in effect. Reports shall be submitted for fiscal year 2017 and for every fiscal year thereafter falling within the term of this TIF Agreement; thus, the report for fiscal year 2017, ending on June 30, 2017, shall be submitted by the end of December 2017. In addition to information that may be required by the EACC pursuant to 402 C.M.R. 2.14, the annual report shall be comprised of the following information:

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

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

3. The Tax Increment Financing Exemption percentage applicable to the tax exemption schedule above will automatically be adjusted downward in any particular fiscal year that the Company does not meet its Minimum Cumulative Total of Permanent Full-Time Employees requirements detailed in the Schedule of Job Creation above. Under this Paragraph 3, the

exemption percentage applicable to the exemption schedule above will be adjusted for the fiscal year beginning after the job requirement date, utilizing the following formula:

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

For example, if the Minimum Cumulative Total of Permanent Full-Time Employees level at the end of FY 2018 is 100 instead of 120, then the real property tax exemption percentage otherwise applicable for FY 2019 would actually be $(100/120) \times 50\%$, or 41.67%.

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

4. The Company will be in default of its respective obligations under this TIF Agreement if the City determines that the Company materially fails to meet or comply with any of the requirements specified in Paragraphs 1 or 2 of this Section B or Paragraph 5 or 6 of this Section B below, and the City further determines that such failure continues or remains uncured for sixty (60) days (or such longer time as the City may deem appropriate under the circumstances) after the date of written notice, provided by the City to the Company, explaining in reasonable detail the grounds for or nature of such failure. Upon the City's determination that any default by the Company has continued or remained uncured for such period after the date of such written notice, the City may request that EACC revoke its certification of the Project for eligibility for a Tax Increment Financing Exemption; any such request would be in addition to the automatic downward adjustment of the exemption schedules, as described in Section B.3 above, and in addition to the City's rights to take actions to collect any amounts owed by the Company under Section B.5. below. Upon any such decertification, the City shall have the right, upon written notice to the Company, to terminate the Tax Incremental Financing Exemption benefits described in Paragraph 2 of Section A, commencing as of the fiscal year in which the City has determined the Company to be in default or, if such benefits have already been received by the Company, for the fiscal year in which the City has determined the Company to be in default, commencing as of the fiscal year immediately following that fiscal year. Any notice required hereunder shall be sent, certified mail, return receipt requested, or delivered in hand, to the Company at the Project Area's street address. Said notice shall be effective upon receipt.
5. If, at any time prior to the expiration of the term on this Agreement, the Company moves from, vacates, abandons, or otherwise fails to maintain operations in the Project Area, the City shall be entitled to be paid back forthwith by the Company a sum equal to a proportionate share of the amount of tax savings that had been received by the Company under this Agreement in the fiscal year immediately prior to the fiscal year when the Company moves from, vacates, abandons, or otherwise fails to maintain operations at the Project Area, according to the following schedule:

COMPANY'S PAY-BACK SCHEDULE

FY that the Company Moves From, Vacates, Abandons, or Otherwise Fails to Maintain Operations at Project Area	Percentage of Tax Savings from Prior Fiscal Year to be Paid Back to City
2017	90%
2018	80%
2019	70%
2020	60%
2021	50%
2022	40%
2023	30%
2024	20%
2025	10%
2026	5%

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

The City shall be given thirty (30) days' written notice prior to any Company announcement to the general public (specifically excluding any communications to the Owner or the Company's employees) of a proposed move from, vacation of, abandonment of, or other termination of operations at, the Project Area during the term of this Agreement, unless such notice (and/or notice period) would be in violation of any law, regulation or contractual obligation of the Company. Said notice shall identify the prospective new tenant, if any; may include information about such prospective new tenant which is not otherwise subject to a confidentiality agreement; and shall be given to: Mayor's Office and to the Board of Assessor's Office, City Hall, 140 Main Street, Marlborough, MA 01752. Said notice will be the confidential information of Company and the City shall not, except as required by law, disclose any information provided by the Company regarding any proposed disposition of the Project Area or any portion thereof by the Company or the Owner.

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

C. OTHER CONSIDERATIONS.

1. Pursuant to 760 C.M.R. 22.05(8)(d), *see* 402 C.M.R. 2.22, this Agreement shall be binding upon the Company and its successors and assigns, and upon the Owner and its successors and assigns, so long as the Project's certification has not been revoked by EACC.
2. This Agreement is subject to M.G.L. Chapter 23A, Sections 3A-3F inclusive; M.G.L. Chapter 40, Section 59; and M.G.L. Chapter 59, Section 5, Cl. Fifty-first.
3. The Owner shall pass along to the Company all real property tax savings resulting from this Agreement.
4. Should any part, term or provision of this Agreement be determined by any court of competent jurisdiction to be illegal or invalid, the validity of the remaining parts, terms, and provisions shall not be affected thereby and said illegal or invalid part, term or provision shall be deemed not to be a part of this agreement.
5. The effective date of this Agreement shall be December 16, 2015, the (presumptive) date of the Economic Assistance Coordinating Council's approval of the TIF Agreement.
6. All notices, reports or other communications require or permitted under this TIF Agreement must be in writing signed by a duly authorized representative of the City, Company, or Owner or as the case may be, and shall be (i) hand delivered, (ii) delivered by a nationally recognized overnight delivery service, or (iii) mailed by certified or registered mail, return receipt requested, postage prepaid, to the parties at the following addresses or such other addresses as each may have specified to the other by such a notice:

CITY: City of Marlborough
City Hall
Attention: Mayor's Office
140 Main Street
Marlborough, MA 01752

COMPANY: OYO Sportstoys, Inc.
Attention: Craig Gainsboro, Chief Financial Officer
20 Main Street
Acton, MA 01720

cc: Martin Hanssmann, Senior Vice President
OYO Sportstoys, Inc.
20 Main Street
Acton, MA 01720

Beginning with the start of fiscal year 2017, all communications should be delivered to the Company at the Project Area's street address: 111 Locke Drive, Marlborough, MA 01752.

OWNER: U.S. REIF 111 Locke Drive Massachusetts, LLC
Attention: Scott Kelly
Intercontinental Management Corp.
1270 Soldiers Field Road
Boston, MA 02135

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

AGREED TO:

OYO Sportstoys, Inc.

By: _____

Dated: _____, 2015

Craig Gainsboro
Chief Financial Officer
OYO Sportstoys, Inc.

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2015, before me, the undersigned notary public, personally appeared Craig Gainsboro, as Chief Financial Officer of OYO Sportstoys, Inc., and proved to me through satisfactory evidence of identification, which was _____, that he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

U.S. REIF 111 LOCKE DRIVE MASSACHUSETTS, LLC
a Delaware limited liability company

By: U.S. REIF 111 Locke Drive Massachusetts Manager, LLC
a Delaware limited liability company, its Manager

By: U.S. Real Estate Investment Fund REIT, Inc.
a Delaware corporation, its Manager

By: _____
Name: Peter Palandjian
Title: President, Treasurer and Secretary

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2015, before me, the undersigned notary public, personally appeared Peter Palandjian, as President, Treasurer and Secretary of U.S. Real Estate Investment Fund REIT, Inc.,

the Manager of U.S. REIF 111 Locke Drive Massachusetts Manager, LLC, the Manager of U.S. REIF 111 Locke Drive Massachusetts, LLC, and proved to me through satisfactory evidence of identification, which was _____, that he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

CITY OF MARLBOROUGH

By: _____
Arthur G. Vigeant
Mayor
City of Marlborough

Dated: _____, 2015

COMMONWEALTH OF MASSACHUSETTS

_____, ss.

On _____, 2015, before me, the undersigned notary public, personally appeared Arthur G. Vigeant, as Mayor of the City of Marlborough, and proved to me through satisfactory evidence of identification, which was _____, that he is the person whose name is signed on the preceding or attached document.

Notary Public
Printed Name: _____
My Commission Expires: _____

CERTIFICATE OF AUTHORIZATION
(as to OYO Sportstoys, Inc.)

I, Thomas K. Skripps, a director of OYO Sportstoys, Inc. (“the Company”), a Delaware corporation, do hereby certify that Craig Gainsboro is the Chief Financial Officer of the Company; that Craig Gainsboro, in his capacity as Chief Financial Officer of the Company, is authorized and empowered to sign, seal, execute, acknowledge and deliver the Tax Increment Financing Agreement between the City of Marlborough, the Company and U.S. REIF 111 Locke Drive Massachusetts, LLC; and that the signature of said Craig Gainsboro, in his capacity as Chief Financial Officer of the Company, shall be and is valid and binding upon the Company, and its successors and assigns, for all purposes.

Signed: _____ Dated: _____, 2015
Thomas K. Skripps
President, Treasurer and Secretary
OYO Sportstoys, Inc.

Place of Business: 20 Main Street, Acton, MA 01720

AFFIX SEAL

CERTIFICATE OF AUTHORIZATION
(as to U.S. REIF 111 Locke Drive Massachusetts, LLC)

I, Paul Nasser, Director of U.S. Real Estate Investment Fund REIT, Inc. (the “Corporation”), a Delaware corporation, do hereby certify that Peter Palandjian is the President, Treasurer and Secretary of the Corporation; that the Corporation is the Manager of U.S. REIF 111 Locke Drive Massachusetts Manager, LLC, which is the Manager of U.S. REIF 111 Locke Drive Massachusetts, LLC, (“the Owner”); that Peter Palandjian, in his capacity as the President, Treasurer and Secretary of the Corporation, is authorized and empowered to sign, seal, execute, acknowledge and deliver the Tax Increment Financing Agreement between the City of Marlborough, the Owner and OYO Sportstoys, Inc.; and that the signature of said Peter Palandjian, in his capacity as the President, Treasurer and Secretary of the Corporation, shall be and is valid and binding upon the Company, and its successors and assigns, for all purposes.

Signed: _____ Dated: _____, 2015
Paul Nasser
Director
U.S. Real Estate Investment Fund REIT, Inc.,
as Manager of U.S. REIF 111 Locke Drive Massachusetts Manager, LLC,
as Manager of U.S. REIF 111 Locke Drive Massachusetts, LLC

Place of Business: 1270 Soldiers Field Road, Boston, MA 02135

AFFIX SEAL



City of Marlborough
Legal Department

140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752

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

LEGAL@MARLBOROUGH-MA.GOV

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH
DONALD V. RIDER, JR.
CITY SOLICITOR

2015 OCT 29 A 11:11
CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR

ELLEN M. STAVROPOULOS
PARALEGAL

October 29, 2015

Edward Clancy
President
Marlborough City Council

RE: Memorandum of Understanding – Latino Health Insurance Program
Order No. 15-1006322

Dear President Clancy and Members:

Pursuant to the meeting of the Legislative and Legal Affairs Committee held on October 27, 2015, I am enclosing for your review and approval a revised Memorandum of Understanding Between the Latino Health Insurance Program, Inc. and the City of Marlborough to reflect the requested changes of the committee members.

Thank you for your attention to this matter.

Very truly yours,

Donald V. Rider, Jr.
City Solicitor

Enclosures

cc: Cathleen Liberty, Health Agent
Nicholas Milano, Executive Aide to Mayor

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE LATINO HEALTH INSURANCE PROGRAM, INC.
and
THE CITY OF MARLBOROUGH**

1. Purpose of Memorandum of Understanding

The parties enter into this Memorandum of Understanding under the grant from the Massachusetts Department of Public Health Prevention and Wellness Trust Fund ("PWTF"), to the Town of Hudson, to address chronic health conditions in the towns of Hudson, Framingham, Northborough, and the City of Marlborough. The goal of the PWTF is to improve the health of people living with chronic conditions in the towns of Hudson, Framingham, Marlborough and Northborough, through enhanced care coordination, increasing patient and family education, and establishing clinical-community linkages.

The parties wish to further the clinical-community linkages goal of the PWTF by engaging in case management and referral of people with chronic conditions for assistance, as appropriate following protocols developed by PWTF.

This Memorandum of Understanding outlines the relationship between The Latino Health Insurance Program, Inc., and the City of Marlborough.

2. No Interference with Existing Agreements

This Memorandum of Understanding sets forth the agreement of the parties as to their rights and obligations under the PWTF, and does not alter nor interfere with any existing agreements between the parties.

3. Description of the Parties

The Latino Health Insurance Program, Inc. is a nonprofit, charitable corporation organized under the laws of the Commonwealth of Massachusetts, with principal offices at 276 Union Ave, 2d Floor, Framingham, Massachusetts 01702. The Latino Health Insurance Program, Inc., has three primary goals; to offer Latinos a community-based, culturally-specific program for health insurance enrollment and maintenance; to connect clients to the appropriate health and health care services (including primary care, oral health services, and specialty care); to promote a more effective use of preventive services, and to reduce chronic health conditions.

The City of Marlborough, a municipal corporation, Middlesex County in the Commonwealth of Massachusetts ("COMMUNITY PARTNER"); provides elder prevention services through referrals to the Community Health Worker.

- (c) Medical File Confidentiality: COMMUNITY PARTNER will take all reasonable steps to preserve the confidentiality of PHI. LHIP will provide PHI to COMMUNITY PARTNER upon the receipt of the patient's signed authorization.
- (d) Impermissible Disclosure of PHI: If an impermissible disclosure of PHI occurs, COMMUNITY PARTNER agrees to inform LHIP of the disclosure, as soon as practicable after discovering the disclosure.

7. Mutual Responsibilities

- (a) Communication: The designated COMMUNITY PARTNER staff shall be accessible to LHIP staff by telephone and email during normal, weekday business hours. LHIP liaison (s) shall be available to COMMUNITY PARTNER by telephone and email during normal, weekday business hours.
- (b) Data: LHIP and COMMUNITY PARTNER will work together to collect and share data throughout the course of the PWTF grant period. Program data will be reported following the confidentiality and data sharing protocols outlined in paragraphs 5(b) and 6 (c) and (d) of this Memorandum of Understanding.
- (c) Program Evaluation: COMMUNITY PARTNER and LHIP will promptly and jointly develop evaluation protocols and engage in regular evaluation or program activities and outcomes as required by the PWTF. The parties agree to share outcomes when feasible, with patient consent, while safeguarding PHI.

8. No Partnership or Joint Venture

This Memorandum of Understanding shall not create a partnership or joint venture between the parties. Neither party may act as an agent, express or implied, for the other, nor may either party make any commitment, financial or otherwise, on behalf of the other. No employee of the LHIP shall be considered an employee of the COMMUNITY PARTNER. No employee of the COMMUNITY PARTNER shall be considered an employee of LHIP.

9. Indemnification and Hold Harmless Provisions

(a) Indemnification of the COMMUNITY PARTNER

LHIP agrees at all times during the operation of this Agreement to indemnify and hold harmless the COMMUNITY PARTNER against any liability, loss, damages

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or expenses that COMMUNITY PARTNER may sustain, incur, or be required to pay by reason of any person's personal injury, death, or property loss or damage sustained because of the negligence acts or omissions of LHIP, or any of its employees, officers, agents, volunteers, or representatives, in providing services under the terms of this Memorandum of Understanding, except that the provisions of this clause shall not apply to liabilities, losses, charges, costs or expenses caused solely or resulting solely from the negligent acts or omissions of the COMMUNITY PARTNER or any of the COMMUNITY PARTNER's employees, officers, agents, volunteers, or representatives.

10. Liability Insurance

During the operation of this Memorandum of Understanding, the LHIP shall maintain General Liability insurance in amount not less than \$1,000,000 per incident/\$2,000,000 per coverage period. COMMUNITY PARTNER shall be named as an additional insured. Within ten (10) days of the execution of this Agreement by the LHIP, LHIP shall provide the COMMUNITY PARTNER with a certificate of insurance indicating the coverage as set forth in this paragraph, and indicating the COMMUNITY PARTNER as an additional insured for the limits specified above. The policy of insurance referenced in this paragraph shall provide that the insurer will provide at least thirty (30) days' notice to the COMMUNITY PARTNER if coverage is reduced, expires, or is cancelled. In the event that coverage is reduced, expires or is cancelled during the operation of this Agreement, the COMMUNITY PARTNER may pay the insurer directly to maintain the policy as in effect at the time of the notice of reduction, termination or expiration. The COMMUNITY PARTNER may deduct the amount of the payment of the full or partial insurance policy premium, from money owed or to be owed, to LHIP.

11. Termination

Either party may terminate this Memorandum of Understanding for any reason, without cause, upon thirty (30) calendar day's prior written notice to the other party. Written notice under this paragraph must be presented to the other party at the address set forth in paragraph 3 of this Memorandum of Understanding, by any of the following means: (a) Certified mail, return receipt requested; (b) By-Hand; (c) overnight delivery via any mail or delivery service that provides the sender with a record of the date of receipt by the receiving party.

12. Applicable Law

This Memorandum of Understanding shall be interpreted and construed by the laws of the Commonwealth of Massachusetts, without regard to conflict of laws provisions.

**THE LATINO HEALTH INSURANCE
PROGRAM, INC., BY:**

**COMMUNITY PARTNER,
CITY OF MARLBOROUGH BY:**

Signature

Milagros Abreu, President
Name and Title

Date

Signature

Arthur G. Vigeant, Mayor
Name and Title

Date

October 16, 2015

City Council
Town of Marlborough
140 Main Street
Marlborough, MA 01752

RECEIVED
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH

2015 OCT 20 A 11: 06



**Re: Phase I Initial Site Investigation & Tier II Classification Report
Metal Man Recycling, LLC
44 Brook Street
Marlborough, Massachusetts 01752
DEP Release Tracking Numbers (RTN) 2-19335
FST Ref. No. GM-023**

To the City Council:

On behalf of Metal Man Recycling, LLC, and in accordance with the public notification requirements of the Commonwealth of Massachusetts Department of Environmental Protection (DEP) Bureau of Waste Site Cleanup (BWSC) Massachusetts Contingency Plan 310 CMR 40.1403 and 40.0510(3)(a)(3), this letter serves to notify you as chief municipal officers for the Town of Marlboro, of the submittal and availability of a *Phase I Initial Site Investigation & Tier II Classification Report* in connection with a reportable release of petroleum located at 44 Brook Street in Marlborough, Massachusetts. A copy of the Disposal Site Map, Legal Notice and Conclusions Section of the Phase I submittal is attached. This Disposal Site has been tier classified as a Tier II Disposal Site in accordance with 310 CMR 40.0500 of the Massachusetts Contingency Plan. Pursuant to 310 CMR 40.1403(6)(b), this letter serves as notification that the attached legal notice is scheduled for publication in The MetroWest Daily News on Wednesday, October 21, 2015.

The *Phase I Initial Site Investigation & Tier II Classification Report* was submitted electronically to DEP and is available for review by going to the DEP website <http://public.dep.state.ma.us/SearchableSites2/Search.aspx> then entering the Site's RTN 2-19335, next click on the "Search" button, and then click on "Files" on the right hand side of the next page.

Should you have any questions regarding this matter, please do not hesitate to call.

Sincerely,
Fay, Spofford and Thorndike

Handwritten signature of Brian Moran in black ink.

Brian Moran, P.E.
Senior Principal Consultant/LSP

Handwritten signature of Charles Young in black ink.

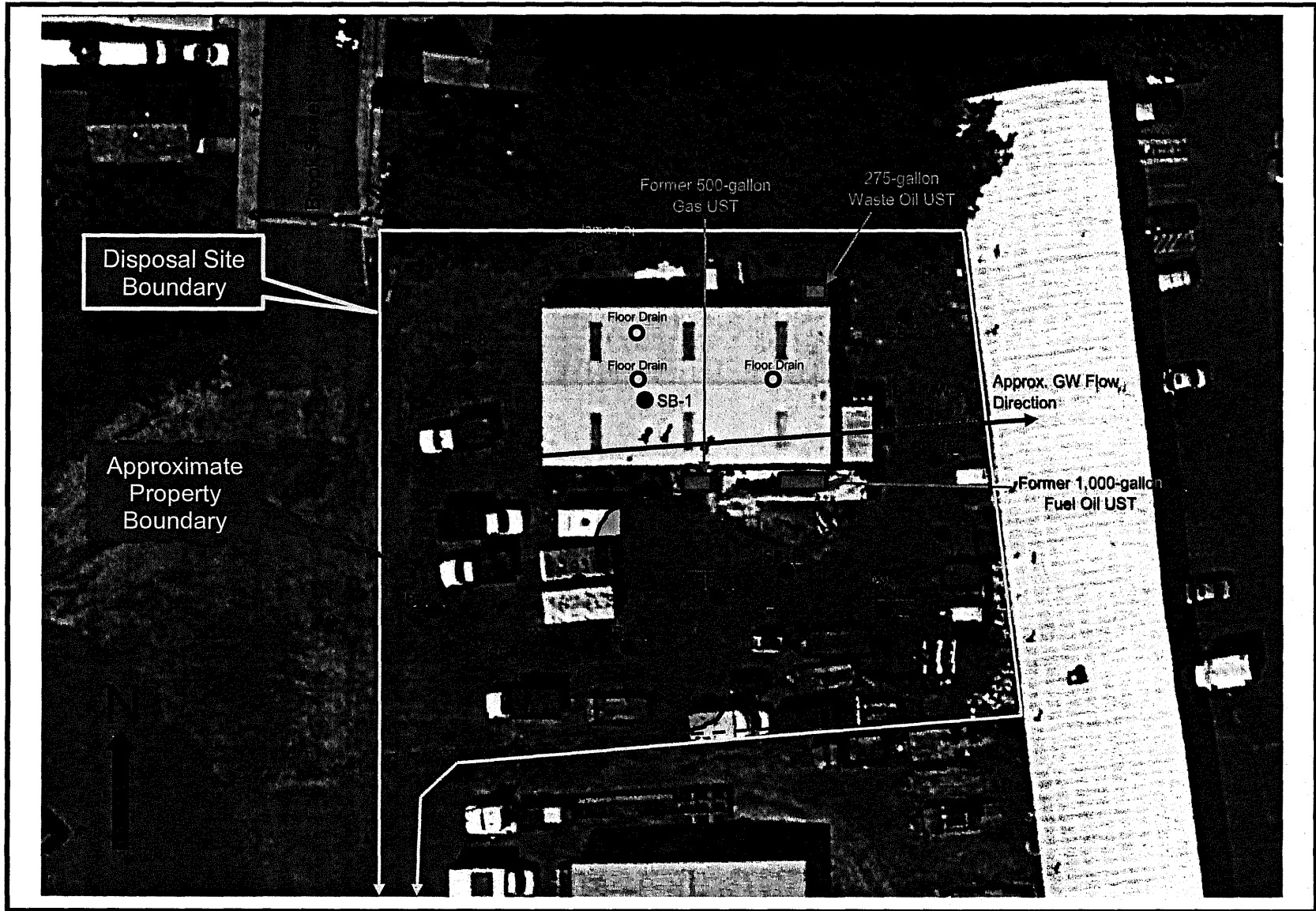
Charles Young, L.S.P.
Senior Project Manager

cc: Thomas Zampini, Metal Man Recycling, LLC, 8 Shady Lane, Framingham, MA 01701
Marlborough Board of Health, 140 Main Street, Marlborough, MA 01752

**NOTICE OF AN INITIAL SITE INVESTIGATION AND
TIER II CLASSIFICATION**

**Metal Man Recycling, LLC
44 Brook Street
Marlborough, Massachusetts 01752
MADEP Release Tracking Number 2-19335**

A release of oil and/or hazardous material (OHM) has occurred at this location, which is a disposal site (defined by M.G.L. c. 21E, Section 2 and Massachusetts Contingency Plan, 310 CMR 40.0000). To evaluate the release, a Phase I Initial Site Investigation was performed pursuant to 310 CMR 40.0480. This site has been classified as **TIER II**, pursuant to 310 CMR 40.0500. On 10/16/2015 Metal Man Recycling, LLC, filed a **Tier II** Classification Submittal with the Department of Environmental Protection (MassDEP). To obtain more information on this disposal site, please contact Charles Young, LSP, c/o Fay, Spofford & Thorndike, 400 Crown Colony Dr., Suite 200, Quincy, MA 02169 or at 617-786-7960. The Tier Classification Submittal and the disposal site file can be viewed at MassDEP website using Release Tracking Number (RTN) **2-19335** at <http://public.dep.state.ma.us/SearchableSites2/Search.aspx> or at **MassDEP, CERO, 8 New Bond Street, Worcester MA 01606, 508-792-7650**. Additional public involvement opportunities are available under 310 CMR 40.1403(9) and 310 CMR 40.1404.



- LEGEND:**
- 7 ● = Test Pit Location 7 (TP-7)
 - ⊙ = Approximate Area of Excavation
 - MW-1 ⊗ = Soil Boring/Groundwater Monitoring Well
 - SB-1 ● = Soil Boring
 - = Floor Drain
 - = Underground Storage Tank (UST)

FIGURE 2 DISPOSAL SITE PLAN
 44 Brook Street
 Marlborough, Massachusetts

Scale: 1" = Approx. 40'

Notes: Groundwater Elevations: MW-1 = 91.45', MW-2 = 90.89' and MW-3 = 92.66' below ground surface



FIGURE 3 DISPOSAL SITE AREA PLAN
44 Brook Street
Marlborough, MA

Scale: 1" = Approx. 80'

11.0 CONCLUSIONS

On behalf of Metal Man Recycling, LLC, FST has prepared this *Phase I & Tier Classification Report* in connection with a release of petroleum at the property located at 44 Brook Street, Marlborough, Massachusetts (the Site). Pursuant to 310 CMR 40.0483(1)(h), of the Massachusetts Department of Environmental Protection (DEP) Massachusetts Contingency Plan (MCP) our findings and conclusions are discussed below:

- The Site is a currently vacant commercial facility located in a mixed commercial/residentially zoned area of Marlborough, MA. The Site is improved with a one-story warehouse style corrugated steel building built on concrete slab in 1961.
- Metal Man Recycling, LLC, operated a storage and dismantling facility for the off-Site recycling of metal scrap at the time of the release.
- The source of the oil release was observed to be several cut ASTs on-Site. On October 16, 2014, a heavy rain event caused the open ASTs, which were partially filled with oil, to overflow onto the dirt lot and a heavy oil sheen was observed on storm water runoff originating from the dirt lot of the Site into a storm drain off-Site. Approximately 10-gallons of oil is believed to have been released to soil at the Site. MADEP assigned RTN 2-19335 to the release.
- Following the release, FST made several inspections of the storm water drain and storm water retention basin that was impacted by an oily sheen originating from the Site. No visual, olfactory or field screening evidence of petroleum impacts were identified.
- A total of 29.73 tons of petroleum impacted soil was excavated and disposed off-Site. Residual impacted soils are below applicable S-1/2/3-GW-2/3 Method 1 standards with the exception of PCBs in the upper one (1) foot of soil at one (1) soil sampling location.
- A petroleum odor and elevated field screened TOV concentrations were observed in soil at the soil/groundwater interface at SB-4/MW-2. However, as described above, all laboratory analytical results from this location were below applicable Method 1 Standards. TPH fingerprint analysis of soil from this location shows detections of petroleum related compounds to be associated with No. 2 fuel oil.
- Based upon information obtained from the Marlborough Board of Health, no abutting properties within 500 feet of the Site have a private water supply well. The water table at the Site is approximately 7 to 9 feet below grade. Groundwater flow has been determined to be in an easterly direction across the Site.
- FST observed a slight petroleum odor in the purge water from groundwater monitoring well MW-2. Groundwater laboratory analytical testing of three (3) on-Site

monitoring wells for MA EPH, RCRA-8 Metals, VOCs, PCBs shows all analytes were below laboratory detection limits and/or applicable Method 1 GW-2/3 Standards.

- M.F.D. records indicate that a 500-gallon gasoline UST and 1,000-gallon heating oil UST formerly existed at the Site. In addition a 275-gallon waste oil UST may still exist at the Site. It is FST's opinion that additional Comprehensive Response Actions are necessary at the Disposal Site to further assess the potential for a release associated with these USTs.
- The Site does not meet the Tier I Inclusionary Criteria listed in 310 CMR 40.0520(2)(a) and therefore, the Site is classified as Tier II.

Marlborough Public Library Board of Trustees
Meeting Minutes

September 1, 2015

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CITY OF MARLBOROUGH

Bigelow Auditorium, Marlborough Public Library

2015 OCT 15 P 4:16

Meeting called to order by Rustin Kyle, Chair at 7:04pm

Board Members Present: Tom Abel, Nena Bloomquist, Raymond Johnson, Rustin Kyle, Susan Laufer, Janice Merk, and Robyn Ripley.

Also Present: Margaret Cardello, Library Director; John Irish, City Councilor; and Jason Homer, Assistant Library Director

Absent: Raymond Hale and William Brewin

Proceedings:

1. **Introduction:** Margaret introduced Jason Homer, the new Assistant Library Director
2. **Minutes:** A motion to approve the meeting minutes from the June 23rd meeting was passed (Johnson/Laufer).
3. **Trust Fund Reports:** A motion to approve the Trust Fund Reports for June, July, and August was passed (Laufer/Johnson).
4. **Director's Report:** (see attached for more details)
 - The damage from the burst pipe on the basement level of the library (July 31st) is significant. There was 3-4" of water throughout the entire lower level. The rooms with wood flooring such as the Story Hour Room and the old Tech Services Room will require much additional work. A claim for \$114,242 in losses has been filed with MIA (Municipal Insurance Association). The city has been very helpful throughout the entire process.
 - Tom Abel and Margaret met with the mayor recently to provide an overview of the construction grant application process. The mayor would like to appoint a representative to the building committee, once formed.
 - Margaret completed the Building Planning Document to be submitted to the MBLC. A motion to submit the Planning Document to the MBLC was passed (Merck/Johnson).
 - It has been difficult to keep leaders of the Conversation Circles and Margaret proposes offering a stipend. However, there may be consequences such as Worker's Comp, Social Security, etc. when offering to pay. Margaret will talk with Personnel before proceeding to offer any kind of stipend.
 - The IT Department is coming through for the library! 12 Chromebooks and 12 laptops will be delivered soon. Another media cart will need to be ordered to store them.

Committee Reports:

- Foundation:
 - Still need to recruit new members to the Foundation. Further discussion needed at next Foundation meeting to be held in October.
- Friends:
 - See Attached
 - The Cummings Foundation offers \$100,000 grants to community causes. The Friends is applying for one and Ray recommends the library apply for one especially if the Building Plan moves forward.

5. Old Business:

- Building Plan and Flood Recovery:
 - Discussed with Director's Report

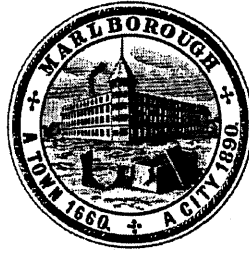
6. New Business: none

7. Adjournment: A motion to adjourn passed at 8:58pm (Laufer/Johnson).

Minutes submitted by Secretary, Robyn Ripley.

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CITY OF MARLBOROUGH

2015 OCT 28 A 11: 04



**CITY OF MARLBOROUGH
OFFICE OF TRAFFIC COMMISSION
140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752**

Traffic Commission Minutes

The Regular Meeting of the Traffic Commission was held on Tuesday, September 25, 2015 at 10:00 a.m. in the City Council Committee Room, City Hall. Members present: Chairman - Police Chief Mark Leonard, DPW Commissioner John Ghiloni, Fire Chief Kevin Breen and City Clerk Lisa Thomas. Also present: City Engineer Evan Pilachowski and Assistant City Engineer Tim Collins. Minutes taken by: Karen Lambert, MPD Records Clerk.

1- Minutes

The minutes of the Traffic Commission meeting of Tuesday, August 25, 2015.

MOTION was made, seconded, duly VOTED:
TO APPROVE.

2 – New Business

2a) Spring Street traffic and speeding concerns.

A resident of Spring Street expressed concerns about speeding and Spring Street being used as a cut through. He offered his driveway as a “speed trap” location and also asked about the possibility of making Spring Street one-way or making the intersection of Spring and Frye a four way stop. Currently there are stop signs on Frye but not Spring.

Tim Collins passed out a GIS map of the area for reference with Spring Street highlighted and the lights at the corner of Elm Street and Pleasant Street indicated. Chief Leonard advised that officers have been up in this area for speed enforcement as this issue has come up before. This street is used as a cut through as cars try to avoid the light at Pleasant and Elm. It was discussed that this is the “nature of the street”.

Tim Collins noted that the traffic on this road would not meet the warrants for a four way stop at Frye. The “peak hour warrants” call for at least 300 cars in one hour. It was

noted that the speed on Spring is posted at 20 mph. It is a narrow road with no sidewalks and is thickly settled. The traffic counters are currently being used on West Hill Road.

It was discussed that making this street one way would just move the traffic onto Frye Street. Chief Leonard advised that this is not something that would be done. Fire Chief Breen asked how many electronic speed boards we have. It was discussed that there are two that are working and we try to keep one on each side of the city. There is currently one on Williams Street.

Tim Collins noted that there will eventually be two permanent electronic speed signs on Farm Road that will reflect your travel speed.

MOTION was made, seconded, duly VOTED to REFER to the POLICE DEPARTMENT for enforcement.

2b) Speeding concerns on Williams Street near courthouse.

Chief Leonard received a phone call regarding this issue. The caller's dog was hit by a car in this area. Chief Leonard advised that the new crosswalk and advance warning signs have been installed, however, he wanted to check to see if any other signs were missing. This is now really an enforcement issue. The speed board is currently out on Williams Street.

MOTION was made, seconded, duly VOTED to REFER to the POLICE DEPARTMENT for enforcement.

Chief Leonard requested a suspension of rules to discuss an additional new business item not on the agenda. – All in favor.

Parking Garage Issue – (Garage behind City Hall)

Melissa Irish, Planning Board Secretary, sent an e-mail on this issue to Chief Leonard. She described a close call with a head on collision as she was trying to back into a parking spot on the lower level. Another vehicle entered the garage and "immediately took the hard left to access the ramp for the lower level parking." The other driver was "not looking as the driver was scouting for a parking spot." She mentioned how the lower level had 2 access points. She is asking if it would be possible to make one a down only ramp and one an up only ramp.

Chief Leonard agreed that it is "a little blind here". Lisa Thomas gave an example of an incident she had here and also says she understands the concern and that it is "definitely tight". Lisa Thomas questioned if anyone would actually follow it if the Traffic Commission were to make a change here. The first level appears to be the only problem area.

Tim Collins said that the benefit of making the change is that if it is posted as "Do Not Enter" and you do enter and then cause an accident, you are definitely at fault. Chief Leonard asked the group for their thoughts. Fire Chief Breen mentioned "striping". This would at least give a visual that you need to keep to the right. It may help the driver to understand that vehicles could be coming from the opposite direction. Chief Leonard

agreed that if the line were extended you would have a visual on the turn. Engineering advised that they would look into the issue and make a recommendation relative to striping or signage.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING for review and recommendation.

3-Old Business

3h) Minutes from July Meeting.

MOTION was made, seconded, duly VOTED:
To ACCEPT and PLACE ON FILE.

3g) Communication from Janet Vigeant Re: Brigham St. traffic concerns

This issue is still pending. Evan Pilachowski advised that that the traffic counts should be completed next week. There is nothing that can be done until that information is available. Tim Collins added that counts were done here before but it was determined that Engineering would do them again to see if anything has changed.

MOTION was made, seconded, duly VOTED:
To TABLE.

3i) Request for restricted parking for buses during certain hours on Newton Street near the parking garage.

Chief Leonard prepared the regulation to add the specific time limit parking restriction for bus parking only. The Traffic Commission voted to verbally approve the regulation at the last meeting. Tim Collins advised that he had also talked to the sign crew and passed out a diagram of the area, a GIS photo of the same, specifics for the regulation and examples of proposed signage. Engineering suggested green signs with "permissive parking for buses" rather than the red signs for "restrictive parking". Hopefully the signage will be installed in the next few days.

Tim Collins also advised that he updated the "downtown map". He took out the landscape island on Main Street and added the 4 new parking spots that were gained. He also added the four new bus parking spots. The original map was given to Lisa Thomas to keep in the Clerk's office. Tim Collins advised that he would send an electronic copy to the Traffic Commission.

Chief Leonard advised that he will revise the wording on the regulation to reflect "for bus parking only" as he had not included this. He will add this under the heading of "Time Limit". He will make the change and send it to Lisa Thomas for advertising.

MOTION was made, seconded, duly VOTED to APPROVE the regulation as amended.
All in Favor.

3e) Towing vehicles from municipal lots for snow removal.

Commissioner Ghiloni advised that he is still working on this issue.

MOTION was made, seconded, duly VOTED:
To TABLE.

3b) High School parking regulations.

Chief Leonard advised that he would like to get this signage completed. This item has been carried on the Agenda for a very long time. We need to align what is actually there with existing regulations and figure it all out. He mentioned that the new Principal at the High School has asked about closing the back gates. It was discussed that "years ago" the School Committee granted a "Right of Authority" to the Traffic Commission to have control over this area. The Traffic Commission does not want the gates closed and has the authority to make the proper regulations.

MOTION was made, seconded, duly VOTED to REFER to ENGINEERING to review the regulations and advise,

3f) Communication from Jan Keith, re: Hemenway St./Wilson St. traffic concerns.

Tim Collins advised that there have been complaints of speeding and accidents here. He asked the Police Department for a 5 year accident history. Over the 5 year period, only two accident occurred and they were not related to speed. He also asked Dave O'Malley for a history on hydrants being damaged in the area. Tim Collins was advised that there were no repairs made to any hydrants there.

He passed out a GIS map and a photo of Hemenway Street at its intersection with Wilson Street and included speed limits and a proposed Advance Warning Sign "showing the geometric configuration along with an Advisory Speed Limit for the intersection". This type of sign (advisory) would not require a regulation or advertisement. It could just be put up.

He also suggested moving the Stop Sign away from the street sign so as to make it more clearly visible that there is a separate street there. Chief Leonard also said that officers have also been sent to do directed patrols in this area.

MOTION was made, seconded, duly VOTED to REFER to the DPW to install the signs as recommended by Engineering. All in Favor.

3c) Stop signs on Bigelow St.

Evan Pilachowski advised that they are still waiting on the pole for the electronic speed sign. It was also discussed that later the Traffic Commission would have to vote to remove the regulations for the Stop Signs. The Blackboard Connect System could be used to advise the community. Temporary signage would also be helpful so that people will realize that Bigelow Street does not stop, something to the effect "through traffic does not stop". This will have to stay in place until people become familiar with the change.

MOTION was made, seconded, duly VOTED:
To TABLE until pole comes in.

3d) Traffic Commission rules and regulations update.

Tim Collins advised that he still needs to put this information into the proper format.

MOTION was made, seconded, duly VOTED:
To TABLE.

Farm Road Update (Not on the Agenda)

Evan Pilachowski advised that they are getting close to installing the traffic signal on Farm Road. It will begin as a flashing light and then change to active. Residents will be informed as to when this will occur. He advised that the Traffic Commission will need to make a regulation for the new lights. He also noted that there will probably be some new crosswalks on Farm Road that will need to be regulated. Tim Collins advised that he will bring this information and also information on exclusive turn movements onto Broadmeadow Road to the next meeting.

3a) Municipal off street parking regulation.

MOTION was made, seconded, duly VOTED:
To TABLE.

3j) No parking regulation, Williams St.

MOTION was made, seconded, duly VOTED:
To TABLE.

That there being no further business of the Traffic Commission held on this date, the meeting adjourned at 10:39 am.

Respectfully submitted,

Karen L. Lambert
Records Clerk
Marlborough Police Department

List of documents and other exhibits used at the meeting:

- Meeting Agenda for Tuesday, September 22, 2015. (Including City of Marlborough Meeting Posting.
- E-mail from Nicholas Milano to Chief Leonard, dated 8-26-15, Re: Spring Street traffic and speed.
- Draft of Traffic Commission Minutes from 7-28-15.
- Draft of Traffic Commission Minutes from 8-25-15.
- Amended regulation to add the commuter bus parking area on Newton Street.

-E-mail from Melissa Irish to Chief Leonard, dated 8-19-15, Re: Parking Garages.

Additional Handouts:

-GIS map of Hemenway Street/Wilson Street Intersection along with photo and proposed Advance Warning Sign.

-Diagram of proposed commuter bus parking area on Newton Street in front of Parking Deck along with GIS map of the same, language for the new parking restriction and proposed signage.

-GIS map of the Spring Street area.