

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2012 NOV -1 P 1:08

1. Minutes of the City Council Meeting, October 15, 2012.
2. Communication from the Mayor re: Recognition of the 2012 Cultural Exchange Members as Honorary Citizens of the City of Marlborough.
3. Communication from the Mayor re: World Diabetes Day.
4. Communication from the Mayor re: Notification of Free Cash.
5. Communication from the Mayor re: School Department transfer request in the amount of \$2,581,967.00 for additional funding for FY13.
6. Communication from the Mayor re: Other Post-Employment Liability (OBEP) transfer request in the amount of \$2,000,000.00 which moves funds from Undesignated to Stabilization-OPEB to partially fund OPEB.
7. Communication from the Mayor re: Marlborough Economic Development Corp. (MEDC) transfer request in the amount of \$277,099.00 which moves funds from Economic Development to MEDC funding which would fund operations and special projects for the remainder of the year.
8. Communication from the Mayor re: Hurricane Sandy transfer request in the amount of \$100,000.00 which moves funds from Undesignated to Hurricane Sandy to fund overtime and increased manpower.
9. Communication from the Mayor re: State 911 Department Support and Incentive Grant from the Executive Office of Public Safety and Security awarded to the City in the amount of \$99,805.00 to offset personnel costs associated with the dispatching center as well as technical enhancements to 911 services.
10. Communication from the Mayor re: State 911 Department Training and EMD Grant from the Executive Office of Public Safety and Security awarded to the City in the amount of \$41,818.00 to offset personnel costs associated with the dispatching center as well as overtime costs associated with meeting mandated Emergency Dispatching Protocols.
11. Communication from the Mayor re: Emergency Management Grant from the Massachusetts Emergency Management Agency awarded to the City in the amount of \$9,000.00 to replace radios and equipment in the Emergency Operations Center.
12. Communication from the Mayor re: Bigelow School Lease Agreement, Order No. 12-1005181.
13. Communication from the Mayor re: TIF Agreement-Quest Diagnostics.
14. Communication from the Mayor re: Assabet River Rail Trail: Inter-Municipal Agreement Extension Request.
15. Communication from the Mayor re: Inter-Municipal Agreement-Town of Sudbury.
16. Communication from the Mayor re: Suspension of Municipal Aggregation Program.
17. Communication from the Mayor re: Cultural District Designation, Order No. 12-1005056B.
18. Communication from the Mayor re: Reappointment of John Sahagian to the Zoning Board of Appeals for a period of five years expiring May 5, 2017 and Ralph Loftin as an alternate member for a term of two years expiring from date of City Council approval.
19. Communication from City Solicitor, Donald Rider, re: Special Permit, T-Mobile, 157 Union St., in proper legal form, Order No. 12-1005150B.
20. Communication from City Solicitor, Donald Rider, re: Special Permit, Sprint, 75 Donald Lynch Blvd., in proper legal form, Order No. 12-1005092C.

21. Communication from City Solicitor, Donald Rider, re: Special Permit, Sprint, 860 Boston Post Rd. East, in proper legal form, Order No. 12-1005093C.
22. Communication from City Solicitor, Donald Rider, re: Proposed License to Encroach onto Public Way, 61 Emmett St., X-11-1004017, X-03-9919A.
23. Communication from the City Clerk, Lisa Thomas, re: State Election Call.
24. Communication from Attorney Bergeron re: Notice of Representation (City Council Order No. 91-3822A), Breazzano Properties Corp.
25. Communication from Attorney Bergeron re: Notice of Representation (City Council Order No. 91-3822A), Heritage Hill Townhouses Condominium Association.
26. Communication from Attorney Bergeron re: Request for Transfer of Real Estate referred to as Old Lakeside Ave.
27. Communication from Attorney Lombardo re: Withdrawing without Prejudice, Application for Special Permit for Cumberland Farms, 412 & 418 Maple St., Order No. 12-1005081D.
28. Application for Special Permit from Attorney Lombardo on behalf of Cumberland Farms, Inc. 412 & 418 Maple St. and Walker St. to construct a convenience store with gasoline sales on the subject parcels.
29. Minutes, Planning Board, September 10, 2012.
30. Minutes, Traffic Commission, September 25, 2012.
31. Communication from Commerce Insurance on behalf of Edward McManus.
32. CLAIMS:
  - A. Sisters of St. Catherine, 197 Pleasant St., other
  - B. Joy Esper, 39 Parker Rd., Framingham, pothole or other road defect
  - C. Joao B. Silveira, 31 Blake St. #5, pothole or other road defect
  - D. Ana Carolina Pinto, 165 Broadmeadow Rd. #1, pothole or other road defect

#### REPORTS OF COMMITTEES:

#### UNFINISHED BUSINESS:

##### From Finance Committee

33. **Order No. 12-1005174 – Transfer \$42,576.00 to Fund Retirement of a Police Officer.** The Finance Committee reviewed the Mayor's letter dated September 20, 2012 requesting the transfer of \$42,576.00 from Fringes to Sick Leave Buy Back and Patrolmen accounts to cover the retirement of a Police Officer. **Recommendation of the Finance Committee is to approve the transfers 4-0.**

##### From Personnel Committee

34. **Order No. 12-1005134 - Appointment of Shawn McCarthy to the Planning Board, term to expire Feb. 6, 2017. Recommendation of the Personnel Committee is to approve the appointment of Shawn McCarthy to the Planning Board, term to expire Feb.6, 2017, 2-0.**
35. **Order No. 12-1005147 - Reappointments of Jim Confrey and Brenda Costa to Council on Aging for period of four years expiring May 2, 2016. Recommendation of the Personnel Committee is to approve the reappointments Jim Confrey and Brenda Costa to Council on Aging for period of four years expiring May 2, 2016, 2-0.**

36. **Order No. 12-1005133A - Appointment of Stephen Zepf to the Youth Commission, term to expire three years from the date of approval. Recommendation of the Personnel Committee is to approve the appointment of Stephen Zepf to the Youth Commission, term to expire three years from the date of approval, 2-0.**
37. **Order No. 12-1005165 - Reappointment of Sheila Brecken to the Council on Aging for a period of four years to expire on May 2, 2016. Recommendation of the Personnel Committee is to approve the appointment of Sheila Brecken to the Council on Aging for a period of four years to expire on May 2, 2016, 2-0.**

**From Operations and Oversight Committee**

38. **Order No. 12-1005181 - 25 Year Bigelow School Lease.** Mayor Vigeant and Public Facilities Director John Ghiloni appeared before the Committee.
- A) **City Council must first accept the Bigelow School from the School Committee.** Mayor Vigeant explained that no promises were made to the School Committee as to the disposition or use of the building. **Recommendation of the Operations and Oversight Committee is to accept Bigelow School, 2-0.**
- B) **25 Year lease of Bigelow School to the Assabet Collaborative.** The Committee shared several concerns, particularly about the long-term nature of the lease with a fixed escalator of only 2% and asked the Mayor and Mr. Ghiloni to revisit the issue and consider an escalator that might better keep up with the rate of inflation in the middle and outer years.

The Committee was in favor of the concept of the 25 year lease to the Assabet Collaborative; however, while the committee did not want to usurp the Mayor's authority to negotiate the lease, they did express a desire to have final approval on such an important item that would ultimately involve millions of dollars. The Committee agreed to refer the matter out of Committee without a recommendation awaiting final terms of the lease from the Mayor. This will not slow down the Mayor or Mr. Ghiloni, but will allow the Council to have final approval. **Recommendation of Operations and Oversight Committee is to refer to the City Council without recommendation, 2-0.**

39. **Order No.12-1005180 - Review of the new curbside trash pick-up program.** Commissioner LaFreniere, Assistant Commissioner Temple, and Mr. Lavery from Republic (city curbside vendor) were in attendance.

Commissioner LaFreniere presented an overview highlighting a generally successful transition. He is working on creating a city-run composting operation which will save more money by not having this processed through WeCare at great expense. Mr. Temple explained that the number of non-compliance notices is shrinking weekly as people gradually learn the rules of the new system. Thus far, with the program not fully rolled out to condominium complexes the DPW is reporting significant savings due to the drop in solid waste disposal costs. The cost savings were already reflected in the current budget. Further savings are anticipated in the future. Several Councilors believe that a better job of education needs to be done.

**From Wireless Communications Committee****40. Order No. 12-1005150B –**

The Wireless Committee met on 10/9/2012 at 6:00 PM and took up Council Order No. 12-1005150A. The request by T-Mobile Northeast seeking permission to modify the Original Special Permit to allow the replacement of the existing six panel antennas currently located on the smokestack at 157 Union St. Removal of six (6) existing GSM TMA's (Tower Mounted Amplifiers), install hybrid cables and one (1) future site support cabinet. Solicitor Rider introduced changes which would streamline the application request and clarify that the proposal is a modification to the original Special Permit granted under the Order No. 01-9204 (Omnipoint Holdings, Inc., Division of Voicestream Wireless); nine (9) Conditions were discussed. Members Present: Councilors Clancy and Oram. It should be noted that Councilor Robey recused herself from the discussion. **Councilors Seymour and Robey abstained. Recommendation of the Wireless Communications Committee is to Suspend the Rules and refer to City Solicitor to place in proper legal form, 2-0.**

**41. Order No. 12-1005092C –**

The Wireless Committee met on 10/9/2012 at 6:45 PM and took up Council Order No. 12-1005092B. The request by Sprint PCS seeking permission to modify the Original Special Permit to allow the replacement of the existing (6) CDMA antenna with (3) Sprint Vision antenna and install (6) RRH antenna. Additionally the placement of (2) new BBU cabinets and replace (1) CDMA cabinet with (1) MMBTS cabinet. Replace the GPS antenna, and remove all existing coax cable and replace with (4) hyperflex cables. Solicitor Rider introduced changes which would streamline the application request and clarify that the proposal is a modification to the original Special Permit granted under the Order #97-7271, ten (10) Conditions were discussed. Members Present: Councilors Clancy and Robey. Councilor Oram absent. **Recommendation of the Wireless Communications Committee is to Suspend the Rules and refer to City Solicitor to place in proper legal form, 2-0.**

**42. Order No. 12-1005093C –**

The Wireless Committee met on 10/9/2012 at 6:45 PM and took up Council Order No. 12-1005093B. The request by Sprint PCS seeking permission to modify the Original Special Permit to allow the replacement of the existing (6) CDMA antenna with (3) Sprint Vision antenna and install (6) RRH antenna. Additionally the placement of (2) new BBU cabinets and replace (1) CDMA cabinet with (1) MMBTS cabinet, add one (1) Fiber Distribution Box and remove all existing coax cable and replace with (4) hyperflex cables. Solicitor Rider introduced changes which would streamline the application request and clarify that the proposal is a modification to the original Special Permit granted under the Order No. 05-100942A, thirteen (13) Conditions were discussed. Members Present: Councilors Clancy and Robey. Councilor Oram absent. **Recommendation of the Wireless Communications Committee is to Suspend the Rules and refer to City Solicitor to place in proper legal form, 2-0.**

**From City Council**

- 43. Order No. 12-10055153A - Communication from Attorney Beattie re: Public Acceptance of Dufrense Dr. Recommendation of the City Council is to table until the next regularly scheduled meeting.**



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

**OCTOBER 15, 2012**

Regular meeting of the City Council held on Monday, OCTOBER 15, 2012 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors present: Ossing, Pope, Oram, Robey, Delano, Jenkins, Elder, Tunnera, Seymour, and Landers. Absent: Clancy. Meeting adjourned at 9:42 PM.

ORDERED: That the Minutes of the City Council Meeting, SEPTEMBER 24, 2012, **FILE**; adopted.

ORDERED: That the **PUBLIC HEARING** On the Application for Special Permit from Attorney Mitrakas, on behalf of Logical Partners, LLC, to construct a three Townhouse Condominium Unit on Map 68, Lot 466, 126 Pleasant St. which includes a recent communication regarding an amendment, Order No. 12-1005151A, hearing recessed at 8:17 p.m.; adopted.

**Councilor Tunnera abstained**

City Clerk read into the record Certification by City Councilor Clancy, Required Under Chapter 79 of the Acts of 2006, for the Public Hearing, October 15, 2012 re: Application of Logical Partners, LLC for Special Permit at 126 Pleasant St.

ORDERED: That the **PUBLIC HEARING** On the Application from Attorney Gadbois to amend the Zoning Code of the City of Marlborough Chapter 650 by adding to Article VI, section 650-32 RESULTS WAY MIXED USE OVERLAY DISTRICT, Order No. 12-1005154, all were heard who wish to be heard, hearing recessed at 8:55 p.m.; adopted.

ORDERED: That the PDF spread sheets pertinent to the Police Department transfer request in the amount of \$75,985.00 which will move funds from Reserve for Salaries to various accounts to fund the Police Patrol Officers Association contract, refer to **FINANCE COMMITTEE**; adopted.

ORDERED: That the Assessor's Department transfer request in the amount of \$13,800.00 which moves funds from Principal Assessor to Professional & Technical Services to fund the contract associated with appraisal services, **APPROVED**; adopted.

**FROM:**

Acct. # 11410001-50160 \$13,800.00  
Principal Assessor

**TO:**

Acct. # 11410004-53180 \$13,800.00  
Professional & Technical Services

ORDERED: That the Appointment of Harald Scheid and Bradford Dunn of Regional Resource Group, Inc. to the position of Chief Assessor and Board of Assessor's respectively, which will allow the Board of Assessors to carry out their duties for the remainder of this calendar year, **APPROVED**; adopted.

ORDERED: That the Appointment of Ronald Saloman and Elizabeth Evangelous to the Board of Registrars, refer to **PERSONNEL COMMITTEE**; adopted.

ORDERED: That the City Council of the City of Marlborough, by two-thirds vote pursuant to Mass. Gen. Laws c. 40, § 15A, hereby transfers to the Department of Public Works of the City of Marlborough the care, custody, management, and control of Lot A, being a portion of land acquired by the City in 1953 for general purposes, located at 706 Hosmer Street at Memorial Beach, identified on Assessors Maps as Map 7, Parcel 49, and shown on an ANR Plan entitled "Approval-Not-Required, Plan of Land, World War II Memorial Beach, Hosmer Street, Marlborough, MA, Prepared For CDM Smith, Inc., Scale: 1"=50', Date: September 17, 2012," to be recorded in the South Middlesex District Registry of Deeds, **APPROVE**; adopted.

**Yea: 10- Nay: 0**

**Yea: Delano, Jenkins, Elder, Tunnera, Seymour, Landers, Ossing, Pope, Oram & Robey**

**Absent: Clancy**

ORDERED: That the Appointments of Councilors Clancy and Delano to the Municipal Aggregation Committee **FILE**; adopted.

ORDERED: That there being no objection thereto set **MONDAY, NOVEMBER 26, 2012**, as date for a **PUBLIC HEARING** for the Application for Special Permit from T-Mobile for minor upgrades to existing telecom site at 342 Lincoln St., refer to **WIRELESS COMMUNICATIONS COMMITTEE AND ADVERTISE**; adopted.

ORDERED: That the Agreement to Extend Time Limitations from Metro PCS, LLC, re: request to extend time limitations to install a wireless communication facility onto the existing building located at 98 Pleasant St. to December 20, 2012 until 12:59 PM, Order No. 12-1005112B, **APPROVED**; adopted.

ORDERED: That the Agreement to Extend Time Limitations from Cumberland Farms Inc. re: request to extend time limitations on application for Special Permit, 412 & 418 Maple St. and Walker St. to construct a convenience store with gasoline sales on the subject parcels to January 31, 2013 until 4:00 PM, Order No 12-1005081C, **APPROVED**; adopted.

ORDERED: That the Communication from Attorney Bergeron on behalf of Lazy Dog re: Withdrawal of Request for Pool Table License, Order No. 11/12-1002808B, **FILE**; adopted.

ORDERED: That the Communication from Executive Office of Energy and Environmental Affairs re: Environmental Notification Form (ENF) for the Sudbury St. Area Water and Sewer Project, **FILE**; adopted.

ORDERED: That the Minutes, Traffic Commission, June 26 & August 28, 2012, **FILE**; adopted.

ORDERED: That the Minutes, Council on Aging, September 11, 2012, **FILE**; adopted.

ORDERED: That the Notice of Massachusetts Torte Claim on behalf of James Coggins refer to **LEGAL DEPARTMENT**; adopted.

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

A. Edward McManus, 44 Queen's View Rd, other

## Reports of Committees:

Councilor Ossing reported the following out of the Finance Committee:

**Order No. 12-1005174 – Transfer \$42,576.00 to Fund Retirement of a Police Officer.** The Finance Committee reviewed the Mayor’s letter dated September 20, 2012 requesting the transfer of \$42,576.00 from Fringes to Sick Leave Buy Back and Patrolmen accounts to cover the retirement of a Police Officer. **Recommendation of the Finance Committee is to approve the transfers 4-0.**

Councilor Tunnera reported the following out of the Personnel Committee:

**Order No. 12-1005134 - Appointment of Shawn McCarthy to the Planning Board, term to expire Feb. 6, 2017. Recommendation of the Personnel Committee is to approve the appointment of Shawn McCarthy to the Planning Board, term to expire Feb.6, 2017, 2-0.**

**Order No. 12-1005147 - Reappointments of Jim Confrey and Brenda Costa to Council on Aging for period of four years expiring May 2, 2016. Recommendation of the Personnel Committee is to approve the reappointments Jim Confrey and Brenda Costa to Council on Aging for period of four years expiring May 2, 2016, 2-0.**

**Order No. 12-1005133A - Appointment of Stephen Zepf to the Youth Commission, term to expire three years from the date of approval. Recommendation of the Personnel Committee is to approve the appointment of Stephen Zepf to the Youth Commission, term to expire three years from the date of approval, 2-0.**

**Order No. 12-1005165 - Reappointment of Sheila Brecken to the Council on Aging for a period of four years to expire on May 2, 2016. Recommendation of the Personnel Committee is to approve the appointment of Sheila Brecken to the Council on Aging for a period of four years to expire on May 2, 2016, 2-0.**

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

**Order No. 12-1005181 - 25 Year Bigelow School Lease.** Mayor Vigeant and Public Facilities Director John Ghiloni appeared before the Committee.

- A) **City Council must first accept the Bigelow School from the School Committee.** Mayor Vigeant explained that no promises were made to the School Committee as to the disposition or use of the building. **Recommendation of the Operations and Oversight Committee is to accept Bigelow School, 2-0.**
- B) **25 Year lease of Bigelow School to the Assabet Collaborative.** The Committee shared several concerns, particularly about the long-term nature of the lease with a fixed escalator of only 2% and asked the Mayor and Mr. Ghiloni to revisit the issue and consider an escalator that might better keep up with the rate of inflation in the middle and outer years.

The Committee was in favor of the concept of the 25 year lease to the Assabet Collaborative; however, while the committee did not want to usurp the Mayor's authority to negotiate the lease, they did express a desire to have final approval on such an important item that would ultimately involve millions of dollars. The Committee agreed to refer the matter out of Committee without a recommendation awaiting final terms of the lease from the Mayor. This will not slow down the Mayor or Mr. Ghiloni, but will allow the Council to have final approval. **Recommendation of Operations and Oversight Committee is to refer to the City Council without recommendation, 2-0.**

**Order No.12-1005180 - Review of the new curbside trash pick-up program.** Commissioner LaFreniere, Assistant Commissioner Temple, and Mr. Lavery from Republic (city curbside vendor) were in attendance.

Commissioner LaFreniere presented an overview highlighting a generally successful transition. He is working on creating a city-run composting operation which will save more money by not having this processed through WeCare at great expense. Mr. Temple explained that the number of non-compliance notices is shrinking weekly as people gradually learn the rules of the new system. Thus far, with the program not fully rolled out to condominium complexes the DPW is reporting significant savings due to the drop in solid waste disposal costs. The cost savings were already reflected in the current budget. Further savings are anticipated in the future. Several Councilors believe that a better job of education needs to be done.

Councilor Oram reported the following out of the Wireless Communication Committee:

**Order No. 12-1005150A –**

The Wireless Committee met on 10/9/2012 at 6:00 PM and took up Council Order No. 12-1005150A. The request by T-Mobile Northeast seeking permission to modify the Original Special Permit to allow the replacement of the existing six panel antennas currently located on the smokestack at 157 Union St. Removal of six (6) existing GSM TMA's (Tower Mounted Amplifiers), install hybrid cables and one (1) future site support cabinet. Solicitor Rider introduced changes which would streamline the application request and clarify that the proposal is a modification to the original Special Permit granted under the Order No. 01-9204 (Omnipoint Holdings, Inc., Division of Voicestream Wireless); nine (9) Conditions were discussed. Members Present: Councilors Clancy and Oram. It should be noted that Councilor Robey recused herself from the discussion. **Councilors Seymour and Robey abstained. Recommendation of the Wireless Communication Committee is to Suspend the Rules and refer to City Solicitor to place in proper legal form, 2-0.**



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

**Order No. 12-1005092B –**

The Wireless Committee met on 10/9/2012 at 6:45 PM and took up Council Order No. 12-1005092B. The request by Sprint PCS seeking permission to modify the Original Special Permit to allow the replacement of the existing (6) CDMA antenna with (3) Sprint Vision antenna and install (6) RRH antenna. Additionally the placement of (2) new BBU cabinets and replace (1) CDMA cabinet with (1) MMBTS cabinet. Replace the GPS antenna, and remove all existing coax cable and replace with (4) hyperflex cables. Solicitor Rider introduced changes which would streamline the application request and clarify that the proposal is a modification to the original Special Permit granted under the Order #97-7271, ten (10) Conditions were discussed. Members Present: Councilors Clancy and Robey. Councilor Oram absent. **Recommendation of the Wireless Communications Committee is to Suspend the Rules and refer to City Solicitor to place in proper legal form, 2-0.**

**Order No. 12-1005093B –**

The Wireless Committee met on 10/9/2012 at 6:45 PM and took up Council Order No. 12-1005093B. The request by Sprint PCS seeking permission to modify the Original Special Permit to allow the replacement of the existing (6) CDMA antenna with (3) Sprint Vision antenna and install (6) RRH antenna. Additionally the placement of (2) new BBU cabinets and replace (1) CDMA cabinet with (1) MMBTS cabinet, add one (1) Fiber Distribution Box and remove all existing coax cable and replace with (4) hyperflex cables. Solicitor Rider introduced changes which would streamline the application request and clarify that the proposal is a modification to the original Special Permit granted under the Order No. 05-100942A, thirteen (13) Conditions were discussed. Members Present: Councilors Clancy and Robey. Councilor Oram absent. **Recommendation of the Wireless Communications Committee is to Suspend the Rules and refer to City Solicitor to place in proper legal form, 2-0.**

**Suspension of the rules requested – granted**

ORDERED:

**RESOLUTION:**

**WHEREAS**, on November 23, 1998, the City Council of the City of Marlborough (“the City”) adopted an order (Order No. 98-7900A) approving a Tax Increment Financing Agreement (“the TIF Agreement”) between the City and Ken’s Foods, Inc./MIP Realty Trust (“Ken’s Foods”); and

**WHEREAS**, the TIF Agreement between the City and Ken’s Foods recites that the Ken’s Foods facility at 1 D’Angelo Drive in Marlborough is located within the South-West Quadrant Economic Opportunity Area (“South-West Quadrant EOA”), and that that facility consists of Parcel 8 on Map 116 and Parcel 5 on Map 115 of the Marlborough Assessors’ Maps; and

**WHEREAS**, however, due to an apparent scrivener's error, the South-West Quadrangle EOA, approved by the City Council on August 26, 1996 (Order No. 96-6753) and later approved by the Massachusetts Economic Assistance Coordinating Council ("EACC") on October 30, 1996, in fact does not include either Parcel 8 on Map 116 or Parcel 5 on Map 115 of the Marlborough Assessors' Maps; and

**WHEREAS**, parcel 8 on map 116 and parcel 5 on map 115 of the Marlborough Assessors' Maps, among other parcels, had been included in an amendment to the Cedar Hill Economic Opportunity Area ("Cedar Hill EOA"), adopted by the City Council on August 28, 1995 (Order No. 95-5962A), later approved by the EACC on September 27, 1995; and

**WHEREAS**, Mass. Gen. Laws c. 23A, § 3E(4)(d) provides in relevant part that an EOA retains its designation as an economic opportunity area "for at least five years and not more than twenty years from the date it is so designated, as determined by the EACC;" and

**WHEREAS**, since the effective period for the Cedar Hill EOA was designated by the EACC on September 27, 1995 to be five years, the Cedar Hill EOA ceased to retain its designation as an economic opportunity area on September 27, 2000; and

**WHEREAS**, the TIF Agreement between the City and Ken's Foods calls for the tax exemptions recited therein to run through Fiscal Year 2014 (ending on June 30, 2014); and

**WHEREAS**, both the City and Ken's Foods desire that the TIF Agreement remain in full force and effect from September 27, 2000 through Fiscal Year 2014, including that Ken's Foods continue to receive, from September 27, 2000 through Fiscal Year 2014, the benefit of the tax exemptions contemplated by the TIF Agreement between the City and Ken's Foods; and

**WHEREAS**, since the effective period for the South-West Quadrangle EOA was designated by the EACC on October 30, 1996 to be twenty years, the South-West Quadrangle EOA will continue to retain its designation as an economic opportunity area until October 30, 2016;

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Marlborough that a petition be submitted by the City to the Massachusetts Economic Assistance Coordinating Council ("EACC"):

- a. to amend the Cedar Hill EOA so as to exclude Parcel 8 on Map 116 and Parcel 5 on Map 115 of the Marlborough Assessors' Maps, effective retroactive to the date of the EACC's approval of the Cedar Hill EOA on September 27, 1995; and
- b. to amend the South-West Quadrangle EOA so as to include Parcel 8 on Map 116 and Parcel 5 on Map 115 of the Marlborough Assessors' Maps, effective retroactive to the date of the EACC's approval of the South-West Quadrangle EOA on October 30, 1996; **APPROVED**; adopted.

**Suspension of Rules requested – granted**

ORDERED: The amended Ken's Food, TIF proposal, consisting of the following five documents, attached hereto, **APPROVED**; adopted

1. The TIF agreement, Order No. 12-1005182A-1
2. The TIF plan, Order No. 12-1005182A-2
3. The certified project application, Order No. 12-1005182A-3
4. The economic opportunity area application, Order No. 12-1005182A-4
5. The Council Resolution, 12-1005182A-5

**A roll call vote was taken for each of the documents noted above (except certified project application plan) as follows:**

**Order No. 12-1005182A-1**

**Yea: 10 - Nay: 0 – Absent: 1**

**Yea: Delano, Jenkins, Elder, Tunnera, Seymour, Landers, Ossing, Pope, Oram and Robey**

**Absent: Clancy**

**Order No. 12-1005182A-2**

**Yea: 10 - Nay: 0 – Absent: 1**

**Yea: Delano, Jenkins, Elder, Tunnera, Seymour, Landers, Ossing, Pope, Oram and Robey**

**Absent: Clancy**

**Order No. 12-1005182A-4**

**Yea: 10 - Nay: 0 – Absent: 1**

**Yea: Delano, Jenkins, Elder, Tunnera, Seymour, Landers, Ossing, Pope, Oram and Robey**

**Absent: Clancy**

**Order No. 12-1005182A-5**

**Yea: 10 - Nay: 0 – Absent: 1**

**Yea: Delano, Jenkins, Elder, Tunnera, Seymour, Landers, Ossing, Pope, Oram and Robey**

**Absent: Clancy**

**Suspension of Rules requested – granted**

ORDERED: Application for Special Permit from David Scarfo, agent for T-Mobile, for minor upgrades to existing wireless facility at 157 Union St., Order No. 12-1005150A, refer to **CITY SOLICITOR TO PLACE IN PROPER LEGAL FORM FOR THE OCTOBER 29, 2012 CITY COUNCIL MEETING**; adopted.  
**Councilors Seymour and Robey abstained**

**Suspension of Rules requested – granted**

ORDERED: Application for Special Permit from Sprint for modification of a wireless facility located at 75 Donald Lynch Blvd, Order No. 12-1005092B, refer to **CITY SOLICITOR TO PLACE IN PROPER LEGAL FORM FOR THE OCTOBER 29, 2012 CITY COUNCIL MEETING**; adopted.

**Suspension of Rules requested – granted**

ORDERED: Application for Special Permit from Sprint for modification of a wireless facility located at 860 Boston Post Rd, Order No. 12-1005093B, refer to **CITY SOLICITOR TO PLACE IN PROPER LEGAL FORM FOR THE OCTOBER 29, 2012 CITY COUNCIL MEETING**; adopted.

That the City Council of the City of Marlborough hereby accepts the provisions of M.G.L. c. 59, § 5N, which authorizes the City to establish a program for residents of the City of Marlborough and who are veterans as authorized by the US Congress to participate in a property tax abatement program in exchange for community service in accordance with the requirements put forth in the statute. AND, FURTHER, THAT the City Council of the City of Marlborough adopt provisions for the proper implementation of the program, refer to **LEGISLATIVE AND LEGAL AFFAIRS COMMITTEE**; adopted.

**Councilor Jenkins abstained**

ORDERED: That the Nonunion Employee Salary transfer request in the amount of \$49,856.35 to fund a 2% cost of living increase for nonunion employees except City Councilors which will be effective from 07/01/12, **APPROVED**; adopted.

| AVAILABLE BALANCE | AMOUNT  | FROM ACCOUNT |        |                  | To Account |        |                 | Salary Increase | Balance FY 13  |          |         |
|-------------------|---|--------------|--------|------------------|------------|--------|-----------------|-----------------|----------------|----------|---------|
|                   |   | ORG          | OBJECT | ACCOUNT DISCRIP  | ORG CODE   | OBJECT | ACCOUNT DISCRIP |                 |                |          |         |
| \$ 927,326.00     | \$ 49,866.35  | 11990006     | 57820  | Reserve Salaries | 11210001   | 50010  | MAYOR           | 1,573.62        | 68,089         |          |         |
|                   |   |              |        |                  |            |        | 50321           | EX AIDE         | 1,143.84       | 49,493   |         |
|                   |   |              |        |                  |            |        | 11210002        | 50590           | EX SECY        | 893.60   | 39,010  |
|                   |   |              |        |                  |            |        | 11330001        | 50015           | COMPTROLLER    | 1,874.68 | 81,116  |
|                   |   |              |        |                  |            |        | 11330002        | 50588           | PT Mail Clk    | 144.00   | 6,434   |
|                   |   |              |        |                  |            |        | 11350001        | 50020           | AUDITOR        | 1,492.46 | 64,577  |
|                   |   |              |        |                  |            |        | 11410001        | 50160           | ASSESSOR       | 1,380.38 | 68,220  |
|                   |   |              |        |                  |            |        | 11440001        | 50042           | COLLECTOR      | 1,492.46 | 63,935  |
|                   |   |              |        |                  |            |        | 11110002        | 50350           | CITY COU SECY  | 1,143.84 | 49,493  |
|                   |   |              |        |                  |            |        | 11110003        | 51430           | LONG           | 57.20    | 2,860   |
|                   |   |              |        |                  |            |        |                 | 51920           | SICK LEAVE     | 44.00    | 2,200   |
|                   |   |              |        |                  |            |        | 11510001        | 50030           | SOLICITOR      | 1,971.22 | 85,293  |
|                   |   |              |        |                  |            |        |                 | 50172           | ASST SOLICITOR | 1,595.58 | 69,039  |
|                   |   |              |        |                  |            |        |                 | 50174           | PROCURE. OFF.  | 1,215.68 | 52,601  |
|                   |   |              |        |                  |            |        |                 | 50175           | PARALEGAL      | 813.92   | 35,217  |
|                   |   |              |        |                  |            |        | 11520001        | 50530           | PERS DIRECTOR  | 1,492.46 | 64,576  |
|                   |   |              |        |                  |            |        |                 | 50532           | PER ASST.      | 980.76   | 42,435  |
|                   |   |              |        |                  |            |        | 11520002        | 50401           | PT SR CLK      | 425.64   | 17,814  |
|                   |   |              |        |                  |            |        | 11550001        | 50014           | Dir Info Sys   | 1,013.18 | 43,839  |
|                   |   |              |        |                  |            |        | 11610001        | 50050           | CITY CLK       | 1,492.78 | 64,592  |
|                   |   |              |        |                  |            |        | 11610002        | 50290           | ASST CITY CLK  | 1,110.94 | 55,546  |
|                   |   |              |        |                  |            |        | 11920001        | 50291           | DIRECTOR       | 877.46   | 37,967  |
|                   |   |              |        |                  |            |        | 11920003        | 51430           | LONG           | 88.76    | 13,298  |
|                   |   |              |        |                  |            |        |                 | 51920           | SICK LEAVE     | 67.50    | 9,807   |
|                   |   |              |        |                  |            |        | 12100001        | 50140           | POLICE CHIEF   | 2,021.12 | 87,452  |
|                   |   |              |        |                  |            |        | 12100003        | 51432           | LONG           | 126.32   | 157,254 |
|                   |   |              |        |                  |            |        |                 | 51920           | SICK LEAVE     | 77.74    | 155,829 |
|                   |   |              |        |                  |            |        |                 | 51440           | EDUC           | 505.28   | 514,962 |
|                   |   |              |        |                  |            |        |                 | 51410           | FIRST RESP     | 50.54    | 48,461  |
|                   |   |              |        |                  |            |        | 12200001        | 50130           | FIRE CHIEF     | 1,827.82 | 80,868  |
|                   |   |              |        |                  |            |        | 12200003        | 51480           | EMT            | 91.40    | 203,730 |
|                   |   |              |        |                  |            |        |                 | 51440           | EDUC           | 182.78   | 311,890 |
|                   |   |              |        |                  |            |        |                 | 51226           | FIRST RESP     | 36.56    | 34,750  |
|                   |   |              |        |                  |            |        |                 | 51430           | Long           | 91.40    | 174,146 |
|                   |   |              |        |                  |            |        |                 | 51920           | SLBB           | 128.20   | 180,009 |
|                   |   |              |        |                  |            |        | 12410001        | 50090           | BLDG INSP      | 1,641.64 | 73,326  |
|                   |   |              |        |                  |            |        |                 | 50109           | ENVIR. OFFICER | 1,372.14 | 59,371  |
|                   |   |              |        |                  |            |        | 12910001        | 51210           | Emg Mgt Dir    | 139.38   | 6,388   |
|                   |   |              |        |                  |            |        | 14001001        | 50600           | DPW COMM       | 2,207.86 | 95,532  |
|                   |   |              |        |                  |            |        |                 | 50630           | ASST COMM      | 1,828.18 | 79,104  |
|                   |   |              |        |                  |            |        | 14001003        | 51430           | LONG           | 201.82   | 14,740  |
|                   |   |              |        |                  |            |        |                 | 51920           | SICK LEAVE     | 155.24   | 11,502  |
|                   |   |              |        |                  |            |        | 14001101        | 50640           | ENGINEER       | 1,828.18 | 79,104  |
|                   |   |              |        |                  |            |        | 14920001        | 50110           | REC DIRECTOR   | 1,268.02 | 54,866  |
|                   |   |              |        |                  |            |        | 15120001        | 50605           | SAN/ADMIN      | 1,298.42 | 56,181  |
|                   |   |              |        |                  |            |        | 15120001        | 50220           | SEALER         | 255.56   | 11,057  |
|                   |   |              |        |                  |            |        |                 | 50390           | NURSE          | 1,208.82 | 52,304  |
|                   |   |              |        |                  |            |        |                 | 50391           | PT NURSE       | 562.12   | 23,978  |
|                   |   |              |        |                  |            |        | 15120003        | 51430           | LONG           | 61.46    | 5,297   |
|                   |   |              |        |                  |            |        |                 | 51920           | SICK LEAVE     | 46.50    | 3,832   |
|                   |   |              |        |                  |            |        | 15410001        | 50190           | COA DIR        | 1,273.60 | 55,227  |
|                   |   |              |        |                  |            |        | 15430001        | 50080           | VET DIR        | 954.20   | 41,287  |
|                   |   |              |        |                  |            |        | 16100001        | 50230           | LIBRARY DIR    | 1,432.84 | 62,264  |
|                   |   |              |        |                  |            |        |                 | 50657           | REF LIB        | 914.88   | 39,586  |
|                   |   |              |        |                  |            |        | 16100003        | 51259           | PT REF LIB     | 1,129.30 | 49,120  |
|                   |   |              |        |                  |            |        | 16100003        | 51262           | Lib Page       | 561.08   | 25,121  |
|                   |   |              |        |                  |            |        |                 |                 | 49,866.35      |          |         |
| Reason :          | To fund non union employees cost of living increase of 2% |              |        |                  |            |        |                 |                 |                |          |         |

ORDERED: That the Retiring Employee transfer request in the amount of \$50,904.00 which will move funds from Fringes to Sick Leave and Longevity to fund the cost associated with the retirement of a member of the Marlborough Police Department, **APPROVED**; adopted.

FROM:

Acct. # 11990006-51500 \$50,904.00  
Fringes

TO:

Acct. # 12100003-51920 \$48,816.00  
Sick Leave

Acct. # 12100003-51342 \$2,088.00  
Longevity

ORDERED: That the Application for Livery License, Marc Marlegni, d/b/a Toy Motorsports, LLC, 896 Boston Post Rd. East, **APPROVED**; adopted.

ORDERED: That the Application for Junk Dealer's License, Andrew Spaventa, d/b/a ecoATM, 601 Donald Lynch Blvd, **APPROVED**; adopted.

ORDERED: That the Communication from Attorney Beattie re: Public Acceptance of Dufrense Dr, **TABLED UNTIL THE OCTOBER 29, 2012 CITY COUNCIL MEETING.**; adopted.

ORDERED: That the Petition from NGrid to relocate existing P. 2, 25' in a NE direction from existing location and installation of a new anchor off of relocated P. 2 on Manning St., Order No. 12-1005121A, **APPROVED**; adopted.

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:42 PM.



# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

140 Main Street

2012 NOV - 1 A 11:42  
Marlborough, Massachusetts 01752

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

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

*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

November 1, 2012

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

**Re: Recognition of the 2012 Cultural Exchange Members as Honorary Citizens of the City of Marlborough**

Honorable President Pope and Councilors:

I would respectfully ask the City Council to join me in recognizing students from Akiruno, Japan who have participated in the 2012 Cultural Exchange Program with students from Whitcomb Middle School.

This program has enriched our community and the lives of our students. I believe these students, through their hard work and dedication, have earned the right to be recognized as "honorary citizens" of the City of Marlborough.

I thank you in advance for your support.

Sincerely,

**Arthur G. Vigeant**  
Mayor



# City of Marlborough

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CITY OF MARLBOROUGH

## Office of the Mayor

2012 NOV -1 A 11:43  
140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
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*Arthur G. Vigeant*  
MAYOR

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*Patricia Bernard*  
EXECUTIVE SECRETARY

November 1, 2012

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

**Re: World Diabetes Day**

Honorable President Pope and Councilors:

I wish to officially recognize November 14, 2012 as World Diabetes Day in the City of Marlborough in support of the United Nations Resolution that highlights the importance of fighting this disease. I encourage all residents to educate themselves more on this disease in the hopes that they can significantly reduce their own risk of diabetes and live longer, healthier lives.

Thank you for the opportunity to recognize this important public health event.

Sincerely,

Arthur G. Vigeant  
Mayor





*City of Marlborough*  
*Office of the Mayor*

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November 1, 2012

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

**Re: Notification of Free Cash**

Honorable President Pope and Councilors:

I am pleased to inform you that the Massachusetts Department of Revenue (DOR) recently certified the amount of \$8,285,429.00 in "free cash" for the City of Marlborough. This is a tremendous achievement that is a reflection of the strength of the city's commercial tax base as well as our prudent financial management.

I want to thank City Auditor Diane Smith and Comptroller Tom Abel for their diligence and hard work in overseeing the city's finances. I intend on putting before you for consideration additional proposals for the use of these funds.

Sincerely,

Arthur G. Vigeant  
Mayor

**Michael Berry**

---

**From:** recapdata@dor.state.ma.us  
**Sent:** Friday, October 26, 2012 7:57 AM  
**To:** Mayor; Diane Smith; Michael Berry; Comptrollers Dept; recapdata@dor.state.ma.us  
**Subject:** Freecash Approval Notification for Marlborough

***Massachusetts Department of Revenue Division of Local Services***  
*Amy Pitter, Commissioner*  
*Robert G. Nunes, Deputy Commissioner & Director of Municipal Affairs*

Friday, October 26, 2012

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, 2012 for the City of Marlborough is:

General Fund        \$ 8,285,429

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,  
Gerard D. Perry  
Director of Accounts

cc: [mayor@marlborough-ma.gov](mailto:mayor@marlborough-ma.gov); [dsmith@marlborough-ma.gov](mailto:dsmith@marlborough-ma.gov); [mberry@marlborough-ma.gov](mailto:mberry@marlborough-ma.gov); [comptrollers\\_dept@marlborough-ma.gov](mailto:comptrollers_dept@marlborough-ma.gov); [recapdata@dor.state.ma.us](mailto:recapdata@dor.state.ma.us)

\*\*\*\*\*  
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\*\*\*\*\*



*City of Marlborough*  
*Office of the Mayor*

*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

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2012 NOV -1 A 11:44  
140 Main Street  
Marlborough, Massachusetts 01752  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610  
[www.marlborough-ma.gov](http://www.marlborough-ma.gov)

November 1, 2012

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

**Re: School Department Budget Transfer Request**

Honorable President Pope and Councilors:

After a thorough district-wide review of the school department budget, Superintendent Steve Dlott brought before the Marlborough School Committee a transfer request in the amount of \$2,581,967.00 million for additional FY13 funding. Enclosed is the transfer request form, the Superintendent's request and relevant backup information which outlines the proposed allocation and reason for this funding request.

This is not a request that the Superintendent, School Committee, or I take lightly. During the Finance Committee budget hearings this past spring I had significant reservations and questions about the budget that was presented at the time and acted accordingly to reduce their budget request. Working with Superintendent Dlott and new School Business Manager Susan Botton, the budget has been thoroughly vetted and scrutinized so that we can confidently and precisely address the needs of our schools and ensure that our tax dollars are being put to their best use.

The Marlborough Public Schools are continuing to move forward in a positive direction. Most recently, Massachusetts Secretary of Education Paul Reville toured our district's STEM classes and was effusive in his praise for the dedication and ingenuity shown by both students and teachers. In addition, our Advanced Placement (AP) courses continue to show strong enrollment and students continue to meet and exceed expectations on their AP exams. Both the STEM and AP programs are just two of many success stories in our school system.

Enclosed in this correspondence is an order which will outline the School Department's budget transfer request. The school administration and I look forward to answering any questions you may have as we move forward in this process.

Sincerely,

**Arthur G. Vigeant**  
Mayor

TRANSFER REQUEST

FISCAL YEAR: 2013

|                       |                       | FROM ACCOUNT: |                |                          |                       | TO ACCOUNT:     |                |                      |                        |
|-----------------------|-----------------------|---------------|----------------|--------------------------|-----------------------|-----------------|----------------|----------------------|------------------------|
| Available<br>Balance  | Amount                | Org Code      | Object         | Account Description:     | Amount                | Org Code        | Object         | Account Description: | Available<br>Balance   |
| <u>\$8,285,429.00</u> | <u>\$2,581,967.00</u> | <u>10000</u>  | <u>- 35900</u> | <u>Undesignated Fund</u> | <u>\$2,581,967.00</u> | <u>13000006</u> | <u>- 57000</u> | <u>School Budget</u> | <u>\$50,852,532.00</u> |

Reason: To fully fund the School's FY13 budget





# Marlborough Public Schools

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District Education Center

Stephen Dlott • Interim Superintendent  
17 Washington Street, Marlborough, MA 01752  
Phone (508) 460-3509 • [sdlott@mps-edu.org](mailto:sdlott@mps-edu.org)

October 25, 2012

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

Dear President Pope:

I am requesting City Council approval of a supplementary budget of **\$2,581,967** to be added to the existing FY13 budget of **\$50,852,532**. This would bring the total budget for FY13 to **\$53,434,499**. This supplementary budget was approved by the School Committee on October 23 by a vote of six to zero.

The reason for this request is that the current budget is underfunded. To make this request more transparent and understandable, I have broken the request into five components which are included as an attachment. For a more complete description, the presentation that was made to School Committee on October 23 as well as all appendices are posted on the Marlborough Public Schools Web site, [www.mps-edu.org](http://www.mps-edu.org). I have also included a summary of offsets which had been requested by a member of City Council as well as answers to questions posed to me already by members of the Council.

This new budget will allow the school system to move forward in a positive manner to ensure that we meet the needs of all students and move forward with our strategic plan, *Believe 2016*. I look forward to meeting with you and the members of the City Council to discuss this proposal.

Sincerely,

Stephen Dlott  
Interim Superintendent

/ps

**Marlborough Public Schools**  
**Summary of Additions & Reductions to FY 2013 Appropriated Budget**

|  | APPROPRIATED<br>FY 2013 Budget | SUPERINTENDENT'S RECOMMENDED<br>SUPPLEMENTAL INCREASE<br><i>October 2012</i> |   |                             |
|--|--------------------------------|--|---|-----------------------------|
| Appropriated FY 2013 Budget                        | \$ 50,852,532                  | \$ 53,434,499  | 5.1%                                    |                             |
|  |                                |  | <b>Base Budget or<br/>One Time Cost</b> | <b>One Time Cost Amount</b> |
| <b>CONTRACT NEGOTIATIONS</b>                       |                                |  |   |                             |
| New contracts                                      | \$                             | 809,385  | base                                    |                             |
| Contractual and legal obligations                  | \$                             | 489,148  | *one time                               | \$ 297,822                  |
| <b>Sub-total</b>                                   | <b>\$</b>                      | <b>1,298,533</b>   |   | <b>297,822</b>              |
| Budgeted Salary Reserve                            | \$                             | 100,000  | base                                    |                             |
| <b>Total</b>                                       | <b>\$</b>                      | <b>1,198,533</b>   |   | <b>297,822</b>              |
| <b>TEACHING &amp; LEARNING</b>                     |                                |  |   |                             |
| Curriculum resource materials                      | \$                             | 324,000  | base                                    |                             |
| 4th grade instrumental music                       | \$                             | 134,590  | base                                    |                             |
| Substitute Teachers                                | \$                             | 60,000   | base                                    |                             |
| Teacher evaluation tools                           | \$                             | 16,000   | one time                                | 16,000                      |
| PSAT exams   | \$                             | 4,000  | base                                    |                             |
| Instructional and general supplies                 | \$                             | 77,500   | base                                    |                             |
| Title 1 accounting adjustment                      | \$                             | 64,905   | one time                                | 64,905                      |
| <b>Total</b>                                       | <b>\$</b>                      | <b>680,995</b>   |   | <b>80,905</b>               |
| <b>OUT OF DISTRICT PLACEMENTS</b>                  |                                |  |   |                             |
| Legal Mandates                                     | \$                             | 973,054  | base                                    |                             |
| <b>Total</b>                                       | <b>\$</b>                      | <b>973,054</b>   |   | <b>-</b>                    |
| <b>BUILDING SPECIAL EDUCATION CAPACITY</b>         |                                |  |   |                             |
| Sped audit   | \$                             | 18,000   | one time                                | 18,000                      |
| Special Education consultants                      | \$                             | 81,750   | base                                    |                             |
| Increase in ABA hours and professional development | \$                             | 174,176  | base                                    |                             |
| <b>Total</b>                                       | <b>\$</b>                      | <b>273,926</b>   |   | <b>18,000</b>               |
| <b>SALARY SAVINGS</b>                              |                                |  |   |                             |
| Reassignments and differentials                    | \$                             | (544,541)  |   |                             |
| <b>Total Supplemental Increase</b>                 | <b>\$</b>                      | <b>2,581,967</b>   |   | <b>396,727</b>              |

\*Contractual and Legal Obligations base and one time costs are detailed on the "Contractual Obligations" spreadsheet in this workbook.

Summary of Budget Offset Account  
as of 6/8/12

|  | 2013<br>Budget | Revised<br>2013<br>Budget | Change       |
|--|----------------|---------------------------|--------------|
| 49999999 79999                         |                |                           |              |
| Baalance at 7/1/11                     |                |                           |              |
| Circuit Beaker                         |                |                           |              |
| Circuit Breaker Total                  | (2,562,500.00) | (2,562,500.00)            | -            |
|  |                |                           |              |
| Grants                                 |                |                           |              |
| Grant 3380    Sped IDEA                | (1,000,000.00) | (1,000,000.00)            | -            |
| Grant 3386    Kindergarten Enhancement | (110,000.00)   | (110,000.00)              | -            |
| Grant 3389    Teacher Quality          | (125,000.00)   | (125,000.00)              | -            |
| Grant 3382    SPED Early Childhood     | (56,000.00)    | (56,000.00)               | -            |
| Title 1                                | (170,000.00)   | (300,000.00)              | (130,000.00) |
| Grant Totals                           | (1,461,000.00) | (1,591,000.00)            | (130,000.00) |
|  |                |                           |              |
| Revolving Accounts                     |                |                           |              |
| 6.08.12    SPED Tuition Reimbursement  |                |                           |              |
| 6.08.12    Kindergarten Tuition        | (250,000.00)   | (275,000.00)              | (25,000.00)  |
| Early Childhood Center ECC             | (140,000.00)   | (140,000.00)              | -            |
| Rental Revolving                       | (201,000.00)   | (201,000.00)              | -            |
| Cafeteria                              | (50,000.00)    | (129,000.00)              | (79,000.00)  |
| Athletic Gate Receipts                 | (70,000.00)    | (70,000.00)               | -            |
| Student Activity Fees                  | (40,000.00)    | (40,000.00)               | -            |
| Revolving Totals                       | (751,000.00)   | (855,000.00)              | (104,000.00) |
| Medicaid Reimbursement                 |                | (350,000.00)              | (350,000.00) |
| Cable Trust                            | (56,000.00)    | (72,000.00)               | (16,000.00)  |
| Total                                  | (4,830,500.00) | (5,430,500.00)            | (600,000.00) |



---

17 Washington Street, Marlborough, MA 01752  
Phone 508-460-3554 ~ Fax 508- 508-485-1142

October 25, 2012

To: Dr. Stephen Dlott, Superintendent of Schools

From: Susan Bottan, Business Manager

Subject: Additional Information for City Council

Please find to follow additional information requested by City Council:

1. Daily pay for a teacher substitute is \$80. Daily pay for an appointed long-term teacher substitute is \$140.
2. Hourly wages for behavioral technicians is \$17.00 for ABA Techs, \$25 for Lead Techs, and \$42 for Board Certified (BCBA) Techs.
3. A summary of Revolving Accounts as reported in MUNIS as of October 24, 2012 is attached for reference.



**Marlborough Public Schools**  
**Summary of SRF/Revolving Accounts for FY 2013**  
**as of 10.24.12**

Run Date : 10.24.12 16.03

SRF School Revolving - Fund 260

| Account | Name                           | Original<br>Appropriation | Transfers/<br>Adjustments | Revised<br>Budget | Expenditures<br>Ytd | Encumbrances | Available<br>Budget |
|---------|--------------------------------|---------------------------|---------------------------|-------------------|---------------------|--------------|---------------------|
| 3401    | Athletics/Gate Receipts        | 2,874.91                  | 9,130.00                  | 12,004.91         | -                   | -            | 12,004.91           |
| 3414    | Student Activity/Athletic Fee  | 1,219.00                  | 24,650.00                 | 25,869.00         | -                   | -            | 25,869.00           |
|         | Sub Total                      | 4,093.91                  | 33,780.00                 | 37,873.91         | -                   | -            | 37,873.91           |
| 3402    | Custodial Outside Detail       | 245.00                    | 25,677.50                 | 25,922.50         | 14,274.58           | -            | 11,647.92           |
|         | School Rental                  | 117,421.64                | 112,421.27                | 229,842.91        | 4,376.90            | 1,328.85     | 224,137.16          |
|         | Sub Total                      | 117,666.64                | 138,098.77                | 255,765.41        | 18,651.48           | 1,328.85     | 235,785.08          |
| 3404    | Preschool                      | 12,450.00                 | 43,883.60                 | 56,333.60         | -                   | -            | 56,333.60           |
| 3405    | Tuition - Kindergarten Tuition | 58,515.00                 | 50,256.00                 | 108,771.00        | -                   | -            | 108,771.00          |
| 3405    | Tuition - SPED Reimbursement   | -                         | -                         | -                 | -                   | -            | -                   |
| 3406    | Elementary Alliance            | 23,205.51                 | 13,850.00                 | 37,055.51         | 6,138.95            | -            | 30,916.56           |
| 3407    | ESL/ Adult                     | 1,068.10                  | 220.00                    | 1,288.10          | -                   | 220.00       | 1,068.10            |
| 3408    | Enrichment Gifted & Talented   | 50.00                     | -                         | 50.00             | -                   | -            | 50.00               |
| 3409    | Music                          | 496.45                    | -                         | 496.45            | -                   | -            | 496.45              |
| 3415    | Summer Program Revolving       | 584.14                    | -                         | 584.14            | -                   | -            | 584.14              |
| 3416    | Psat/Sat Revolving             | 1,335.70                  | -                         | 1,335.70          | 188.13              | -            | 1,147.57            |
|         | Totals                         | 219,465.45                | 280,088.37                | 499,553.82        | 24,978.56           | 1,548.85     | 473,026.41          |

Cafeteria Revolving Fund 220

3601 Food Service 176,258.23 383,886.02 560,144.25 323,669.82 733,950.53 (497,476.10)

3411 Circuit Breaker Fund 290

Circuit Breaker 118,816.00 67,082.00 185,898.00 - 185,898.00

Total 118,816.00 67,082.00 185,898.00 - 185,898.00



# City of Marlborough

## Office of the Mayor

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

*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

November 1, 2012

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

### **Re: Transfer Request - OPEB**

Honorable President Pope and Councilors:

I am submitting for your approval the following transfer request to partially fund the city's Other Post-Employment Liability (OPEB):

- 1) Transfer in the amount of \$2,000,000.00 from 10000-35900 (Undesignated Funds) to 83600-32726 (Stabilization- OPEB).

Cities and towns across the Commonwealth are struggling with how to meet these unfunded responsibilities. I am pleased that because of our joint financial stewardship of the city's finances that we are able to make this appropriation and take another significant step towards addressing our future obligations.

Please do not hesitate to let me know if you have any questions.

Sincerely,

Arthur G. Vigeant  
Mayor

TRANSFER REQUEST

FISCAL YEAR: 2013

| Available Balance     | Amount                | FROM ACCOUNT: |                |                          | Amount                | TO ACCOUNT:  |                |                             | Available Balance     |
|-----------------------|-----------------------|---------------|----------------|--------------------------|-----------------------|--------------|----------------|-----------------------------|-----------------------|
|                       |                       | Org Code      | Object         | Account Description:     |                       | Org Code     | Object         | Account Description:        |                       |
| <u>\$8,285,429.00</u> | <u>\$2,000,000.00</u> | <u>10000</u>  | <u>- 35900</u> | <u>Undesignated Fund</u> | <u>\$2,000,000.00</u> | <u>83600</u> | <u>- 32726</u> | <u>Stabilization - OPEB</u> | <u>\$2,000,000.00</u> |

Reason: Partial OPEB funding





# City of Marlborough

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

140 Main Street

Marlborough, Massachusetts 01752

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

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

*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

2012 OCT 25 A 11:51

October 25, 2012

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

### Re: MEDC Funding

Honorable President Pope and Councilors:

The Marlborough Economic Development Corporation (MEDC) has submitted to my office a budget request in the amount of \$277,099.00 that would fund their operations and special projects for the remainder of the fiscal year.

1) Transfer in the amount of \$277,099.00 from 27000099-42440 (Economic Development) to 11740006-53950 (MEDC Funding).

In my first year as Mayor, the MEDC has proven time and again their value to enhancing our commercial tax base, thereby allowing us to stabilize our residential tax rate. As tonight's agenda demonstrates, we have another new corporate neighbor to welcome to our city that will further this mission.

Whether it is the jobs fair, the revitalization of the downtown area, or the addition of companies like The TJX Companies, Inc. to Marlborough, the MEDC has been instrumental in moving our local economy forward and making it known to all that the City of Marlborough is open for business.

I look forward to enlisting your support for their request and will be happy to provide you any further information that you deem necessary.

Sincerely,

Arthur G. Vigeant  
Mayor

TRANSFER REQUEST

Mayor's Office

FISCAL YEAR: 2013

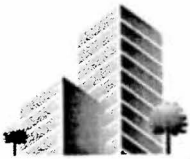
FROM ACCOUNT:

TO ACCOUNT:

| Available Balance   | Amount              | Org Code        | Object         | Account Description:        | Amount              | Org Code        | Object         | Account Description: | Available Balance |
|---------------------|---------------------|-----------------|----------------|-----------------------------|---------------------|-----------------|----------------|----------------------|-------------------|
| <u>\$469,734.25</u> | <u>\$277,099.00</u> | <u>27000099</u> | <u>- 42440</u> | <u>Economic Development</u> | <u>\$277,099.00</u> | <u>11740006</u> | <u>- 53950</u> | <u>MEDC Funding</u>  | <u>\$0</u>        |

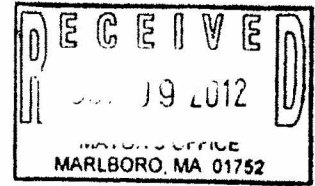
Reason: To allow the MEDC to continue it's work in promoting the economic development of the City

Dept Head Signature: 



**Marlborough**  
ECONOMIC DEVELOPMENT CORPORATION

*Building on a Common Vision*



October 5, 2012

Honorable Arthur G. Vigeant, Mayor  
City Hall, 4<sup>th</sup> Floor  
140 Main Street  
Marlborough, MA 01752

RE: Transfer Request

Dear Mayor Vigeant:

I am writing seeking a transfer request.

On behalf of the Marlborough Economic Development Corporation (MEDC), I am herewith submitting this letter requesting a transfer of funds to the Marlborough Economic Development Corporation in the amount of \$277,099.00 to fund operations and special projects for FY'13 per the City Council's approval of May 21, 2012.

I would appreciate your approving this request as soon as possible and allowing MEDC an opportunity to update the City Council on the progress made thus far in implementing the City's Economic Development Master Plan.

Thank you for your kind attention to this matter.

Very truly yours,

Arthur P. Bergeron, Chairman

Attachments

Cc: Diane Smith, Marlborough City Auditor  
Tom Abel, Marlborough City Comptroller/Treasurer

Marlborough Economic Development Corporation

91 Main Street, Suite 204  
Marlborough MA 01752  
508-229-2010

# Invoice

| Date      | Invoice # |
|-----------|-----------|
| 10/3/2012 | 6         |

| Bill To   |
|---|
| City of Marlborough<br>Mayor, Arthur G. Vigeant<br>City Hall, 4th Floor<br>140 Main Street<br>Marlborough, MA 01752 |

| Description   | Terms      | Due on receipt            |
|---|------------|---------------------------|
|   | Rate       | Amount                    |
| Funds for operations and special projects for the remainder of FY13, per the City Council's approval of May 21, 2012. | 277,099.00 | 277,099.00                |
| AMOUNT <u>277,099.00</u>  |            |                           |
| ACCT # <u>1174 0006 53950</u>   |            |                           |
| VENDOR # <u>21154</u>   |            |                           |
| P.O. # _____  |            |                           |
| APPROVED <u>[Signature]</u>   |            |                           |
| Make all checks payable to Marlborough Economic Development Corporation or MEDC<br>Thank You                          |            | <b>Total</b> \$277,099.00 |



# City of Marlborough

## Office of the Mayor

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

140 Main Street

Marlborough, Massachusetts 01752

2012 NOV - 1 A 11:11  
Tel. (508) 460-3770 Facsimile (508) 460-3698 TDD (508) 460-3610

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

*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

November 1, 2012

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

### Re: Hurricane Sandy Account Transfer Request

Honorable President Pope and Councilors:

Hurricane Sandy significantly impacted the East Coast and has left behind a lengthy trail of devastation. The City of Marlborough can take refuge in the fact that our community was not among the hardest hit as it relates to outages. This is partly due to the swift action of many of our city employees. I want to take this opportunity to thank Emergency Management Director Don Cusson, Police Chief Mark Leonard, Fire Chief Jim Fortin, and DPW Foreman Chris White in particular for their responsiveness throughout the duration of Hurricane Sandy.

The City of Marlborough declared a "State of Emergency" on Saturday, October 27<sup>th</sup>. This will increase our ability to receive federal reimbursement for storm related costs. In addition, we have created a special account for Hurricane Sandy to allow us to better manage our expenditures and reimbursements.

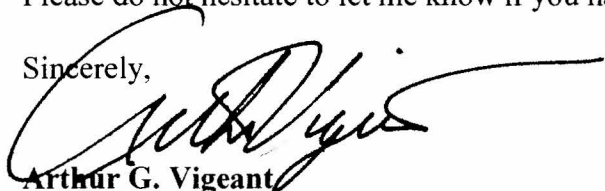
With that being said, I am seeking your initial approval of the following transfer request:

- 1) Transfer in the amount of \$100,000.00 from 10000-35900 (Undesignated Fund) to 11990006-53023 (Hurricane Sandy).

As is the case during many storms of this magnitude, the City of Marlborough incurred some substantial financial costs before, during, and after the storm. The large majority of these costs can be attributed to overtime and increased man power during the storm as well as the clean-up efforts afterwards.

Please do not hesitate to let me know if you have any questions.

Sincerely,

  
Arthur G. Vigeant  
Mayor



TRANSFER REQUEST

FISCAL YEAR: 2013

TO ACCOUNT:

Org Code Object Account Description:

11990006 - 53023

Hurricane Sandy

Available  
Balance

\$0.00

FROM ACCOUNT:

Org Code Object Account Description:

10000 - 35900

Undesignated Fund

Amount

\$100,000.00

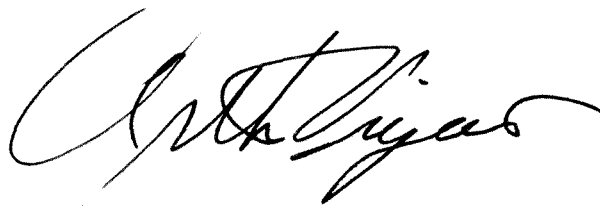
Available  
Balance

Amount

\$8,285,429.00

\$100,000.00

Reason: To fund expenses associated with Hurricane Sandy





*City of Marlborough*  
*Office of the Mayor*

RECEIVED  
CITY CLERK'S OFFICE  
2012 NOV -1 A 11:44

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

8  
*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

November 1, 2012

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

**Re: Acceptance of 911 Grants (1)**

Honorable President Pope and Councilors:

The Executive Office of Public Safety and Security has awarded the City of Marlborough a grant in the amount of \$99,805.00 for the FY2013 State 911 Department Support and Incentive Program Grant. This grant will be utilized to offset personnel costs associated with the dispatching center as well as technical enhancements to the 911 service.

Enclosed for your convenience is a cover letter from Police Chief Mark Leonard as well as additional relevant back up information. I respectfully seek your acceptance of this grant. Please do not hesitate to contact me with any questions.

Sincerely,

**Arthur G. Vigeant**  
Mayor



# **City of Marlborough POLICE DEPARTMENT**

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

MARK F. LEONARD  
Chief of Police

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

October 31, 2012

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$99,805 from the Commonwealth of Massachusetts, Executive Office of Public Safety and Security, FY2013 State 911 Department Support and Incentive Grant Program. The grant is a reimbursement grant, which will be used to offset personnel costs in the Public Safety Dispatching center and to purchase Fire Alarm Receiving and Alerting Equipment which will link to the existing enhanced 911 service.

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

Sincerely,

Mark F. Leonard  
Chief of Police

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: Police Department DATE: 30-Oct-12

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: FY 2013 State 911 Dept. Support and Incentive Grant Program

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$99,805.00

GRANT PERIOD: Present to June 30, 2013

SCOPE OF GRANT/  
ITEMS FUNDED To provide for personnel costs in the public safety  
dispatching center. To purchase Fire Alarm  
Receiving and Alerting Equipment which is  
associated with providing enhanced 911 service.

No

IS A POSITION BEING  
CREATED: \_\_\_\_\_

CAN FRINGE BENEFITS BE PAID FROM GRANT? \_\_\_\_\_

IF YES: No

ARE MATCHING CITY  
FUNDS REQUIRED? \_\_\_\_\_

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

IF MATCHING IS  
MONETARY PLEASE  
GIVE ACCOUNT \_\_\_\_\_

No

ANY OTHER EXPOSURE TO CITY? \_\_\_\_\_

Approval needed asap to begin  
the use of the grant.

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: \_\_\_\_\_

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



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



**DEVAL L. PATRICK**  
Governor

**MARY ELIZABETH HEFFERNAN**  
Secretary of Public Safety  
and Security

**TIMOTHY P. MURRAY**  
Lieutenant Governor

**FRANK POZNIAK**  
Executive Director

October 23, 2012

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

Dear Mayor Vigeant,

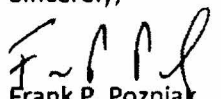
The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2013 State 911 Department Support and Incentive Grant program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **October 23, 2012** and will run through June 30, 2013. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2013.

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

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before May 15, 2013.

Sincerely,

  
Frank P. Pozniak  
Executive Director

cc: FY 2013 Support and Incentive Grant File



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

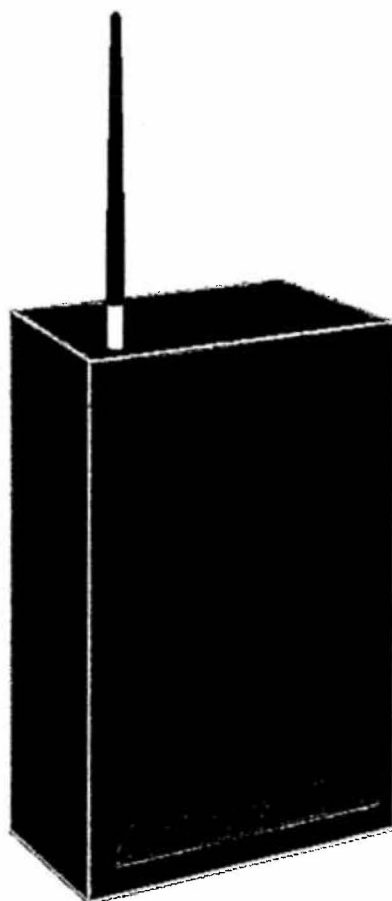
|  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| <b>CONTRACTOR LEGAL NAME:</b> City of Marlborough<br>(and d/b/a):  |                          | <b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department<br>MMARS Department Code: EPS   |                          |
| <b>Legal Address: (W-9, W-4,T&amp;C):</b> 140 Main Street, Marlborough Mass 01752  |                          | <b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780   |                          |
| <b>Contract Manager:</b> Chief of Police Mark F. Leonard   |                          | <b>Billing Address (if different):</b>  |                          |
| <b>E-Mail:</b> mleonard@marlborough-ma.gov   |                          | <b>Contract Manager:</b> Marilyn Godfrey  |                          |
| <b>Phone:</b> 508-624-6970   | <b>Fax:</b> 508-624-6938 | <b>E-Mail:</b> 911DeptGrants@state.ma.us  |                          |
| <b>Contractor Vendor Code:</b> VC6000192111  |                          | <b>Phone:</b> 508-821-7299  | <b>Fax:</b> 508-828-2585 |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 001<br>(Note: The Address ID must be set up for EFT payments.)  |                          | <b>MMARS Doc ID(s):</b> CT SUPG   |                          |
|  |                          | <b>RFR/Procurement or Other ID Number:</b> FY2013 SUPG  |                          |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b>  |                          | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b>  |                          |
| <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input checked="" type="checkbox"/> Department Procurement (includes State or Federal grants 815 CMR 2.00)<br>(Attach RFR and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)   |                          | Enter Current Contract End Date <u>Prior</u> to Amendment: _____, 20____<br>Enter Amendment Amount: \$ _____ (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b><br><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification and updated scope and budget) |                          |
| The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract.<br><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services  |                          |   |                          |
| <b>COMPENSATION:</b> (Check ONE option): The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.<br><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.)<br><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>99,805.00</u>   |                          |   |                          |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)  |                          |   |                          |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 Department FY 2013 PSAP and Regional Emergency Communication Center Support and Incentive Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.  |                          |   |                          |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><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 prior to the <u>Effective Date</u> .<br><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the <u>Effective Date</u> below and no obligations have been incurred prior to the <u>Effective Date</u> .<br><input type="checkbox"/> 3. were incurred as of _____, 20____, a date PRIOR to the <u>Effective Date</u> below, and the parties agree that payments for any obligations incurred prior to the <u>Effective Date</u> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations   |                          |   |                          |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2013</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.   |                          |   |                          |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <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 2.007</u> , incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract |                          |   |                          |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>[Signature]</u> Date: <u>9/26/12</u><br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>Arthur Vigeant</u><br>Print Title: <u>Mayor of Marlborough</u>   |                          | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>[Signature]</u> Date: <u>10/23/12</u><br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>Frank Pozniak</u><br>Print Title: <u>Executive Director</u>  |                          |



**7788F**

**RF Subscriber  
Unit**

**Installation and Operation Manual**



**AES Corporation**  
285 Newbury Street  
Peabody, MA 01960-1315 USA  
Tel (978) 535-7310 • Fax (978) 535-7313  
[www.aes-intellinet.com](http://www.aes-intellinet.com)  
Copyright 2008 All Rights Reserved

P/N 40-7788  
Rev 3  
Nov 14, 2008

## **1.1 Description**

The 7788F Subscriber Unit is an AES-IntelliNet RF Communicator, which is typically used to link an alarm panel to an alarm monitoring central station. This series unit is UL Listed and NFPA compliant for commercial fire alarm monitoring. This unit has 8 wired inputs. All 8 inputs are of the end of line resistor (EOL) type. For those that need or want the reversing voltage inputs, there is another model – 7744F that has four inputs of the EOL type and four reversing voltage inputs.

---

## **1.2 New features**

This section is included for those customers familiar with other AES IntelliNet UL Subscriber products. Listed below are the new features incorporated into the unit.

- Fail Secure Relay on board for Acknowledge Delay / Antenna Cut / Low Battery / Charger Fail output. Formally was a Fail Safe open collector output and only for Antenna cut / Acknowledge Delay.
- Separate power no longer required for the Zone Input Module as required on the 7750-F-4X4 and 7750-F-8.
- AC Failure Random Reporting Delay. AC failure/restore messages are generated when they exist continuously for 100 minutes. The actual transmission of the generated message is delayed a random number of minutes between 0 and 60. The delay is set at the time the event is generated.
- Transceiver power PTC is added. It is installed in series with the power line to the transceiver disconnecting power if the transceiver draws too much current.
- Remote programming using software at the central station is disabled when Trouble Packets are enabled. This can temporarily be enabled using a directly attached programmer in the Programmer Jack.

## **1.3 Easy Installation**

The 7788F unit is housed in a rugged lockable steel box for long lasting protection and easy installation. The alarm panel's alarm outputs are connected to the 7788F Unit. A supplied AES-IntelliNet tamper resistant 2.5 dB flexible antenna can be secured to the subscriber enclosure in the provided hole, or use a remotely installed antenna, purchased separately. Once powered and properly configured, the 7788F RF Subscriber self-enrolls into the AES-IntelliNet wireless network, receives signals from the alarm panel and transmits them via wireless mesh radio to the AES-IntelliNet central receiver.

## **1.4 Power Requirements**

The steady state DC current draw is only 150mA (210mA with optional 7067 IntelliTap or 7770 FireTap Modules). The peak current draw of 1.2A (1.3A with optional 7067 or 7770) for RF power output levels of 2W, is only for a very short transmit duration of less than 1/3 second.



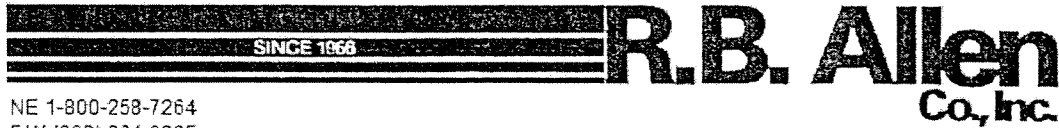
## NOTICE TO USERS, INSTALLERS, AUTHORITIES HAVING JURISDICTION, AND OTHER INVOLVED PARTIES

This product incorporates field-programmable software. In order for the product to comply with the requirements in the Standard for Control Units and Accessories for Fire Alarm Systems, UL 864, certain programming features or options must be limited to specific values or not used at all as indicated below.

| Group                      | Program Feature or Option | Permitted in UL 864 (Y/N) | Possible functional settings | Settings permitted in UL 864           |
|----------------------------|---------------------------|---------------------------|------------------------------|--|
| Timing Parameters          |                           |                           |                              |  |
|                            | AC Fail Report Delay      | Y                         | 0-60 Min or Random           | R (Random) or 0-60 (Minutes)           |
|                            | Reporting Delay           | Y                         | 0 – 80 Seconds               | 10 – 20 Seconds                        |
| Zone Programming           |                           |                           |                              |  |
|                            | Fire/Trouble PKT          | Y                         | Y or N                       | Y                                      |
|                            | Zone Programming          | Y                         | S, F or B                    | If zone is in use F<br>If not in use B |
|                            | Restoral                  | Y                         | X or R                       | R                                      |
| Set Modes                  |                           |                           |                              |  |
|                            | Enable Repeating          | Y                         | Y or N                       | Y                                      |
|                            | Suppress AC Fail          | N                         | Y or N                       | N                                      |
| By Remote programming only |                           |                           |                              |  |
|                            | Acknowledge Delay *       | Y                         | 60 – 330 Seconds             | Not greater than 60 Seconds            |

\* Acknowledge delay is used in detecting the existence of a functional antenna and therefore affects antenna cut detection.

**Note: UL and NFPA do not allow remote programming of an installed 7788F unless an authorized person is present at the unit to temporarily enable this capability. Selecting “Y” for Fire/Trouble PKT in Zone Programming function disables remote programming. Entering one of the programming modes accessed with a directly attached programmer by <Ctrl> <F1>, <Ctrl> <F2> or <Ctrl> <F3> enables remote programming for 10 minutes.**



NE 1-800-258-7264  
FAX (603) 964-8885

P.O. Box 770  
131 Lafayette Rd.  
No. Hampton, NH 03862  
(603) 964-8140

July 9, 2012

To: Chief Jim Fortin  
Marlboro Fire Department  
9 Main Street  
Marlboro, MA

Re: Digitize/ AES Radio

1 Redundant multinet radio receiving equipment installed as part of the Digitize 3505 consisting of:

- 2 each RF receivers
- 2 each RF transceivers
- 2 each 9 db gain antenna kits
- 2 each band filters
- 2 each 16.5 VAC transformers
- 2 each surge arrestors
- Digitize software interface
- network status software program

Installation, training and a 2 year warranty

Total \$42,350.00

If Marlboro has an antenna installed, R.B. Allen Co., Inc. will deduct their cost from the \$42,350 for their installation.

We trust the information is satisfactory. Please call us at 1-800-258-7264 if we can be of further assistance.

Sincerely,

George Allen  
R.B. Allen Co., Inc.  
Sales Representative



# City of Marlborough

## Office of the Mayor

140 Main Street

Marlborough, Massachusetts 01752

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

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

*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH  
2012 NOV -1 A 11:44

November 1, 2012

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

**Re: Acceptance of 911 Grants (2)**

Honorable President Pope and Councilors:

The Executive Office of Public Safety and Security has awarded the City of Marlborough a grant in the amount of \$41,818.00 for the FY2013 State 911 Department Training and EMD Grant Program. This grant will be utilized to offset personnel costs associated with the dispatching center as well as overtime costs associated with meeting mandated Emergency Dispatching Protocols.

Enclosed for your convenience is a cover letter from Police Chief Mark Leonard as well as additional relevant back up information. I respectfully seek your acceptance of this grant. Please do not hesitate to contact me with any questions.

Sincerely,

**Arthur G. Vigeant**  
Mayor



# **City of Marlborough POLICE DEPARTMENT**

508-485-1212 • FAX 508-624-6949

**355 BOLTON STREET • MARLBOROUGH, MA • 01752**

**MARK F. LEONARD**  
Chief of Police

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

October 31, 2012

Dear Mayor Vigeant:

The Marlborough Police Department has been awarded a grant in the amount of \$41,818 from the Commonwealth of Massachusetts, Executive Office of Public Safety and Security, FY2013 State 911 Department Training Grant and EMD Grant Program. The grant is a reimbursement grant, which will be used to offset personnel costs in the Public Safety Dispatching center for training overtime and overtime costs associated with meeting the State mandated Emergency Dispatching Protocols.

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

Sincerely,

Mark F. Leonard  
Chief of Police

**CITY OF MARLBOROUGH  
NOTICE OF GRANT AWARD**

DEPARTMENT: Police Department DATE: 30-Oct-12

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Chief Mark F. Leonard

NAME OF GRANT: FY 2013 State 911 Dept. Support and Incentive Grant Program

GRANTOR: Commonwealth of Massachusetts

GRANT AMOUNT: \$41,818.00

GRANT PERIOD: Present to June 30, 2013

SCOPE OF GRANT/  
ITEMS FUNDED To provide for personnel costs in the public safety  
dispatching center for overtime training needs to meet  
the State mandates for Emergency Medical Dispatching.

No

IS A POSITION BEING  
CREATED: \_\_\_\_\_

CAN FRINGE BENEFITS BE PAID FROM GRANT? \_\_\_\_\_

IF YES: No

ARE MATCHING CITY  
FUNDS REQUIRED? \_\_\_\_\_

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

IF MATCHING IS  
MONETARY PLEASE  
GIVE ACCOUNT \_\_\_\_\_

No

ANY OTHER EXPOSURE TO CITY? \_\_\_\_\_

Approval needed asap to begin

the use of the grant.

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: \_\_\_\_\_

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



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



**DEVAL L. PATRICK**  
*Governor*

**MARY ELIZABETH HEFFERNAN**  
*Secretary of Public Safety  
and Security*

**TIMOTHY P. MURRAY**  
*Lieutenant Governor*

**FRANK POZNIAK**  
*Executive Director*

October 16, 2012

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

Dear Mayor Vigeant,

The Commonwealth of Massachusetts, State 911 Department would like to thank you for participating in the FY 2013 State 911 Department Training Grant and EMD Grant program.

For your files, attached please find a copy of the executed contract. Please note your contract start date is **October 16, 2012** and will run through June 30, 2013. Please keep in mind that there shall be no reimbursement for costs incurred prior to the effective date of the contract and all goods and services **MUST** be received on or before June 30, 2013.

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

If, in the future, you would like to make any changes to the authorized signatory, the contract manager, and/or the budget worksheet, please e-mail those proposed changes to [911DeptGrants@state.ma.us](mailto:911DeptGrants@state.ma.us). Grantees are strongly encouraged to submit final, year-end budget modification requests on or before May 15, 2013.

Sincerely,

Frank P. Pozniak  
Executive Director

cc: FY 2013 Training Grant and EMD Grant File

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

|  |                          |   |                          |
|--|--------------------------|---|--------------------------|
| <b>CONTRACTOR LEGAL NAME:</b><br>(and d/b/a): City of Marlborough  |                          | <b>COMMONWEALTH DEPARTMENT NAME:</b> State 911 Department<br>MMARS Department Code: EPS   |                          |
| <b>Legal Address: (W-9, W-4, T&amp;C):</b> 140 Main St., Marlborough, MA 01752   |                          | <b>Business Mailing Address:</b> 1380 Bay Street, Building C, Taunton, MA 02780   |                          |
| <b>Contract Manager:</b> Chief of Police Mark F. Leonard   |                          | <b>Billing Address (if different):</b>  |                          |
| <b>E-Mail:</b> mleonard@marlborough-ma.gov   |                          | <b>Contract Manager:</b> Marilyn Godfrey  |                          |
| <b>Phone:</b> 508-624-6970   | <b>Fax:</b> 508-460-6938 | <b>E-Mail:</b> 911DeptGrants@state.ma.us  |                          |
| <b>Contractor Vendor Code:</b> VC600019211   |                          | <b>Phone:</b> 508-821-7299  | <b>Fax:</b> 508-820-2585 |
| <b>Vendor Code Address ID (e.g. "AD001"):</b> AD 691<br>(Note: The Address ID must be set up for EFT payments.)  |                          | <b>MMARS Doc ID(s):</b> CT GRNT   |                          |
|  |                          | <b>RFR/Procurement or Other ID Number:</b> FY2013 GRNT  |                          |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b>  |                          | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b>  |                          |
| <b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> <b>Statewide Contract</b> (OSD or an OSD-designated Department)<br><input type="checkbox"/> <b>Collective Purchase</b> (Attach OSD approval, scope, budget)<br><input checked="" type="checkbox"/> <b>Department Procurement</b> (includes State or Federal grants 815 CMR 2.00)<br>(Attach RFR and Response or other procurement supporting documentation)<br><input type="checkbox"/> <b>Emergency Contract</b> (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach Employment Status Form, scope, budget)<br><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification, scope and budget)   |                          | Enter Current Contract End Date <b>Prior</b> to Amendment: _____, 20____<br>Enter Amendment Amount: \$ _____ (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b><br><input type="checkbox"/> <b>Amendment to Scope or Budget</b> (Attach updated scope and budget)<br><input type="checkbox"/> <b>Interim Contract</b> (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> <b>Contract Employee</b> (Attach any updates to scope or budget)<br><input type="checkbox"/> <b>Legislative/Legal or Other:</b> (Attach authorizing language/justification and updated scope and budget) |                          |
| The following <b>COMMONWEALTH TERMS AND CONDITIONS (T&amp;C)</b> has been executed, filed with CTR and is incorporated by reference into this Contract.<br><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services  |                          |   |                          |
| <b>COMPENSATION:</b> (Check ONE option) The Department certifies that payments for authorized performance accepted in accordance with the terms of this Contract will be supported in the state accounting system by sufficient appropriations or other non-appropriated funds, subject to intercept for Commonwealth owed debts under 815 CMR 9.00.<br><input type="checkbox"/> <b>Rate Contract</b> (No Maximum Obligation. Attach details of all rates, units, calculations, conditions or terms and any changes if rates or terms are being amended.)<br><input checked="" type="checkbox"/> <b>Maximum Obligation Contract</b> Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended). \$ <u>41,810.08</u>  |                          |   |                          |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: <input checked="" type="checkbox"/> agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L.c. 29, § 23A); ___ only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy)  |                          |   |                          |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) For disbursement of funds under the State 911 FY2013 Department Training and Emergency Medical Dispatch Grant as authorized and awarded in compliance with program guidelines and grantee's approved application.  |                          |   |                          |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input checked="" type="checkbox"/> 1. may be incurred as of the <b>Effective Date</b> (latest signature date below) and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> .<br><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date <b>LATER</b> than the <b>Effective Date</b> below and <b>no</b> obligations have been incurred <b>prior</b> to the <b>Effective Date</b> .<br><input type="checkbox"/> 3. were incurred as of _____, 20____, a date <b>PRIOR</b> to the <b>Effective Date</b> below, and the parties agree that payments for any obligations incurred prior to the <b>Effective Date</b> are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.  |                          |   |                          |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of <u>June 30, 2013</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  |                          |   |                          |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached <b>Contractor Certifications</b> (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 <b>Commonwealth Terms and Conditions</b> , this Standard Contract Form including the <b>Instructions and Contractor Certifications</b> , the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 21.02, incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |                          |   |                          |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u>Arthur Vigeant</u> Date: <u>10/16/12</u><br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>Arthur Vigeant</u><br>Print Title: <u>Mayor of Marlborough</u>   |                          | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u>Frank Pozniak</u> Date: <u>10/16/12</u><br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>Frank Pozniak</u><br>Print Title: <u>Executive Director</u>  |                          |



*City of Marlborough*  
*Office of the Mayor*

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2012 OCT 25 A 11: 51

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

*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

October 25, 2012

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

**Re: Grant Acceptance**

Honorable President Pope and Councilors:

The Massachusetts Emergency Management Agency is just now releasing the Emergency Management Performance Grant (EMPG) from federal fiscal year 2010. The City of Marlborough was awarded a grant in the amount of \$9,000.00 to replace radios and equipment in the Emergency Operations Center.

I have enclosed for you the relevant backup information from Emergency Management Director Don Cusson. Please do not hesitate to let me know if you have any questions.

Sincerely,

**Arthur G. Vigeant**  
Mayor





*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  
dcusson@marlborough-ma.gov

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

**October 21, 2012**

**Honorable Mayor Vigeant;**

**Enclosed is a copy of an EMPG 2010 Grant needed to go to the Council for adoption. As you can see it is 2009 funds that are just being available to the communities. Which must be spent by 12/30/2012 \$9,000.00**

**These are funds that must be used for the replacement of old obsolete equipment. The equipment purchase to support the program must be purchased from an Authorized Equipment list provided by FEMA.**

**As you can see this would require Council approval as soon as possible as the time is short to expend these funds and have equipment installed.**

**Thank you very much and if there are any questions please call or email at any time.**

**Respectfully,**

*Donald E. Cusson*

**Donald E. Cusson**

0  
**NOTICE OF GRANT AWARD**

DEPARTMENT: Emergency Management DATE: 10/21/2012

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: EMPG Grant 2010

GRANTOR: Massachusetts Emergency Mangement Agency

GRANT AMOUNT: \$9,000.00

GRANT PERIOD: 9/1/2012-----12/30/2012

SCOPE OF GRANT/ Replace radios and equipment in the (EOC) Emergency Operations Center

ITEMS FUNDED Replace radios and equipment in the EOC) 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: \_\_\_\_\_  
Yes ASAP as the funds must be depleted by 12/30/2012

**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**



# COMMONWEALTH OF MASSACHUSETTS ~ STANDARD CONTRACT FORM

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

|  |      |   |      |
|--|------|---|------|
| <b>CONTRACTOR LEGAL NAME: CITY OF MARLBOROUGH</b><br>(and d/b/a):  |      | <b>COMMONWEALTH DEPARTMENT NAME: MASS EMERGENCY MANAGEMENT AGENCY</b>   |      |
| Legal Address: (W-9, W-4, T&C): 140 MAIN ST MARLBOROUGH 01752  |      | Business Mailing Address: 400 WORCESTER RD FRAMINGHAM MA 01702  |      |
| Contract Manager: Don Cusson   |      | Billing Address (if different):   |      |
| E-Mail: <a href="mailto:dcusson@marlborough.ma.gov">dcusson@marlborough.ma.gov</a>   |      | Contract Manager: JEFF TIMPERI  |      |
| Phone:   | Fax: | E-Mail: <a href="mailto:JEFF.TIMPERI@STATE.MA.US">JEFF.TIMPERI@STATE.MA.US</a>  |      |
| Contractor Vendor Code: VC6000192111   |      | Phone: 508.820.2019   | Fax: |
| Vendor Code Address ID (e.g. "AD001"): AD_001<br>(Note: The Address id Must be set up for EFT payments.)   |      | MMARS Doc ID(s): FY13EMPG1000000MARLB   |      |
|  |      | RFR/Procurement or Other ID Number: 2010 EMPG   |      |
| <input checked="" type="checkbox"/> <b>NEW CONTRACT</b><br><b>PROCUREMENT OR EXCEPTION TYPE: (Check one option only)</b><br><input type="checkbox"/> Statewide Contract (OSD or an OSD-designated Department)<br><input type="checkbox"/> Collective Purchase (Attach OSD approval, scope, budget)<br><input checked="" type="checkbox"/> Department Procurement (Includes State or Federal grants 815 CMR 2.00)<br>(Attach RFR and Response or other procurement supporting documentation)<br><input type="checkbox"/> Emergency Contract (Attach justification for emergency, scope, budget)<br><input type="checkbox"/> Contract Employee (Attach Employment Status Form, scope, budget)<br><input type="checkbox"/> Legislative/Legal or Other: (Attach authorizing language/justification, scope and budget)  |      | <input type="checkbox"/> <b>CONTRACT AMENDMENT</b><br>Enter Current Contract End Date <i>Prior</i> to Amendment: _____, 20____<br>Enter Amendment Amount: \$ _____ (or "no change")<br><b>AMENDMENT TYPE: (Check one option only. Attach details of Amendment changes.)</b><br><input type="checkbox"/> Amendment to Scope or Budget (Attach updated scope and budget)<br><input type="checkbox"/> Interim Contract (Attach justification for Interim Contract and updated scope/budget)<br><input type="checkbox"/> Contract Employee (Attach any updates to scope or budget)<br><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.<br><input checked="" type="checkbox"/> Commonwealth Terms and Conditions <input type="checkbox"/> Commonwealth Terms and Conditions For Human and Social Services   |      |   |      |
| <b>COMPENSATION: (Check ONE option):</b> 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.<br><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.)<br><input checked="" type="checkbox"/> Maximum Obligation Contract Enter Total Maximum Obligation for total duration of this Contract (or new Total if Contract is being amended), \$ 9,000.00   |      |   |      |
| <b>PROMPT PAYMENT DISCOUNTS (PPD):</b> Commonwealth payments are issued through EFT 45 days from invoice receipt. Contractors requesting accelerated payments must identify a PPD as follows: Payment issued within 10 days ___% PPD; Payment issued within 15 days ___% PPD; Payment issued within 20 days ___% PPD; Payment issued within 30 days ___% PPD. If PPD percentages are left blank, identify reason: ___agree to standard 45 day cycle ___ statutory/legal or Ready Payments (G.L. c. 29, § 23A); <input checked="" type="checkbox"/> only initial payment (subsequent payments scheduled to support standard EFT 45 day payment cycle. See Prompt Pay Discounts Policy.)   |      |   |      |
| <b>BRIEF DESCRIPTION OF CONTRACT PERFORMANCE or REASON FOR AMENDMENT:</b> (Enter the Contract title, purpose, fiscal year(s) and a detailed description of the scope of performance or what is being amended for a Contract Amendment. Attach all supporting documentation and justifications.) Funding for this grant is provided through the FFY2010 Emergency Management Performance Grant, the catalog of Federal Domestic Assistance (CFDA) number is 97.042. The community intends to conduct antenna repair/install work.   |      |   |      |
| <b>ANTICIPATED START DATE:</b> (Complete ONE option only) The Department and Contractor certify for this Contract, or Contract Amendment, that Contract obligations:<br><input checked="" type="checkbox"/> 1. may be incurred as of the Effective Date (latest signature date below) and no obligations have been incurred prior to the Effective Date.<br><input type="checkbox"/> 2. may be incurred as of _____, 20____, a date LATER than the Effective Date below and no obligations have been incurred prior to the Effective Date.<br><input type="checkbox"/> 3. were incurred as of, a date PRIOR to the Effective Date below, and the parties agree that payments for any obligations incurred prior to the Effective Date are authorized to be made either as settlement payments or as authorized reimbursement payments, and that the details and circumstances of all obligations under this Contract are attached and incorporated into this Contract. Acceptance of payments forever releases the Commonwealth from further claims related to these obligations.  |      |   |      |
| <b>CONTRACT END DATE:</b> Contract performance shall terminate as of December 31, 2012, 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.   |      |   |      |
| <b>CERTIFICATIONS:</b> Notwithstanding verbal or other representations by the parties, the "Effective Date" of this Contract or Amendment shall be the latest date that this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, or a later Contract or Amendment Start Date specified above, subject to any required approvals. The Contractor makes all certifications required under the attached Contractor Certifications (Incorporated by reference if not attached hereto) under the pains and penalties of perjury, agrees to provide any required documentation upon request to support compliance, and agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein according to the following hierarchy of document precedence, the applicable Commonwealth Terms and Conditions, this Standard Contract Form including the Instructions and Contractor Certifications, the Request for Response (RFR) or other solicitation, the Contractor's Response, and additional negotiated terms, provided that additional negotiated terms will take precedence over the relevant terms in the RFR and the Contractor's Response only if made using the process outlined in 801 CMR 27.07. Incorporated herein, provided that any amended RFR or Response terms result in best value, lower costs, or a more cost effective Contract. |      |   |      |
| <b>AUTHORIZING SIGNATURE FOR THE CONTRACTOR:</b><br>X: <u><i>Arthur Vigean</i></u> Date: <u>9/13/12</u><br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>Arthur Vigean</u><br>Print Title: <u>Mayor</u>  |      | <b>AUTHORIZING SIGNATURE FOR THE COMMONWEALTH:</b><br>X: <u><i>David Mahr</i></u> Date: <u>10/1/12</u><br>(Signature and Date Must Be Handwritten At Time of Signature)<br>Print Name: <u>David Mahr</u><br>Print Title: <u>Chief Financial Officer</u>   |      |



THE COMMONWEALTH OF MASSACHUSETTS  
EXECUTIVE OFFICE OF PUBLIC SAFETY AND SECURITY



MASSACHUSETTS EMERGENCY MANAGEMENT AGENCY

400 Worcester Road Framingham, MA 01702-5399

Tel: 508-820-2000 Fax: 508-820-2030

Website: [www.mass.gov/mema](http://www.mass.gov/mema)

Deval L. Patrick  
Governor

Kurt N. Schwartz  
Director

Timothy P. Murray  
Lieutenant Governor

Mary Elizabeth Heffernan  
Secretary

**Federal Fiscal Year (FFY) 2010  
US DHS/FEMA Emergency Management Performance Grant (EMPG)  
Application for Grant Funding (AGF)**

**Overview**

Through this AGF, the Massachusetts Emergency Management Agency (MEMA) will be accepting applications from municipalities and Federally-recognized Tribes with local emergency management departments for FFY 2010 EMPG Funding.

MEMA plans to, via this grant process, make available approximately \$1.8M to eligible entities.

This document provides a brief overview of the FFY 2010 EMPG and specific guidance for entities applying for funds. The information included here does not provide complete details of the EMPG, its allowable and unallowable activities, equipment or costs. The applicant is responsible for ensuring that its proposed project fully complies with the federal and State guidance for the EMPG. Links to the federal guidelines for this program and other pertinent documents that must be consulted when preparing the application are found within this document.

MEMA will conduct 5 general informational sessions regarding this AGF. Attendance at these sessions is optional. The same information will be presented at each session. The sessions will be held on:

|                               |  |
|-------------------------------|--|
| March 1, 2012 at 10AM and 6PM | MEMA Region III - 1002 Suffield Street, Agawam, MA 01001       |
| March 6, 2012 at 10:00AM      | MEMA Region II - 12-I Rear, Admin. Road, Bridgewater, MA 02324 |
| March 8, 2012 at 1:00PM       | MEMA Region I - 365 East Street, Tewksbury, MA 01876           |
| March 15, 2012 at 10:00 AM    | MEMA Region IV - 37 Carter Street, Leominster, MA 01453        |

**Submission Process**

**Completed applications – using the Template found on pgs 3-12 - must be received no later than 3/23/12.**

**Completed applications must be emailed to your respective MEMA Regional Contact (see below) with a cc to Jeffrey.Trask@state.ma.us.**

**MEMA Region I: Michael Main, Mikael.Main@state.ma.us , 978-328-1500**

**MEMA Region II: James Mannion, james.a.mannion@state.ma.us , 508-427-0400**

**MEMA Region III: Bruce Augusti, bruce.augusti@state.ma.us , 413-750-1400**

**MEMA Region IV: Jeff Zukowski, jeffrey.zukowski@state.ma.us , 413-750-1400**

**Late applications will not be accepted; hand-written applications will not be accepted.**

## Application for Grant Funding Template

**Please use this Template. Please provide response to each section (as applicable) in the appropriate spaces below. If the proposal contains an interoperable communications component, then the entire Template must be completed.**

Applications should be based on an identified gap, and not at the prompting of a vendor that stands to benefit from the awarding of a grant.

### **1. Entity submitting this Application for Grant Funding**

Community: City of Marlborough EMA \_\_\_\_\_

Point of Contact Name: Donald E. Cusson \_\_\_\_\_

Address: \_\_\_\_\_ 696 Concord Road \_\_\_\_\_

\_\_\_\_\_ Marlborough, MA. 01752-5617 \_\_\_\_\_

Office Telephone: \_\_\_ 508-481-1933 \_\_\_\_\_

Fax: \_\_\_\_\_ 508-460-3795 \_\_\_\_\_

24 hr Telephone: \_\_\_ 508-485-2323 \_\_\_\_\_

Email Address: dcusson@marlborough-ma.gov \_\_\_\_\_

### **2. Project Period**

Estimated begin/start date (**Month/Date/Year**): 4/23/2012 \_\_\_\_\_

For planning purposes only, you may use a planned start date of 4/23/12.

Estimated end date (**Month/Date/Year**): 9/30/2012 \_\_\_\_\_

**All Projects must be completed by 9/30/12**

**If your proposed project will extend beyond 6/30/12, two (state fiscal year) Budgets must be submitted (see #7 Budget Detail).**

**One budget would be for activities from Projected Start Date to 6/30/12; the second Budget would be for activities from 7/1/12 to 9/30/12.**

### **3. Project Summary**

Using the format below, please provide below a clear and comprehensive summary (**1 ½ pages Maximum**) that includes response to the following:

- the proposed project;
- why this is needed, and how this need was identified;
- if applicable, the usage plan for equipment;
- expected outcomes; and
- how outcomes may be measured.

**IMPORTANT: All costs must be allowable under the FFY 2010 EMPG grant program. Please refer to pgs 13-14 ('Allowable Costs' and 'Unallowable Costs') of this AGF for detail on what is/is not allowable.**

The City of Marlborough would like to use these EMPG funds to upgrade our communication in our EOC and at shelter locations as well as, if needed at the scene of an incident. We would like to purchase and mirror the MEMA radio between the EOC and Headquarters and Region 1. Also I would like to purchase 4 antennas to connect to the four EMD sites to give us better coverage. Also in need and would like to purchase two large flat screens TV for the news and weather during an incident. Also to watch the news to see what is happening.

The need was identified during the snowstorm in October and also the Irene storm. The EOC had no way of getting the weather and to see what was happening in other areas of the state.

**4. Funding Amount**

Amount of EMPG funding: \$9,000.00\_\_\_\_\_

All eligible entities will receive, under separate cover, their proposed funding award amount. If you have not received this, please contact your respective MEMA Regional Office. Please enter this proposed funding amount below. **Your budget must equal your proposed funding amount.**

**5. Match**

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

Match amount: \$\_\_\_\_\_9,000.00\_\_\_\_\_

Type of match: \_\_\_cash\_\_XX\_\_in-kind

Specific match source: \_\_\_\_\_Budget for equipment  
\_\_\_\_\_

The City of Marlborough Emergency Management has an operating budget of \$31,000.00 this would more than cover the match needed.

The match must be available during your Project Period.



## **6. Interoperable Communications Investment Proposal (ICIP)**

**If your Project has an interoperable communications component, please complete the following table on pgs 7-9:**

**If your Project does NOT have an interoperable communications component, you do NOT have to complete the following table on pgs 7-9.**

### **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).

|   |  |   |        |   |                             |  |  |             |
|---|--|---|--------|---|-----------------------------|--|--|-------------|
| <b>Date Received by the SWIC:</b>   |  | <b>Control #</b>  |        | <b>Proposed Federal Funding Source:</b><br>Empg 2010  |                             | <b>Proposed Federal Funding Amount:</b><br>\$9,000.00    |  |             |
| <b>Committee Referred to:</b>   |  |   |        | <b>Committee Chairperson:</b>   |                             |  |  |             |
| <b>Investment Name:</b><br>Radio and EOC upgrade  |  | <b>Applicant Organization:</b><br>City of Marlborough EMA |        |   | <b>Applicant Signature:</b> |  |  |             |
| <b>Investment Summary</b>   | Replace old radios (15-20 years old) also purchase two new MEMA VHF for the alternate EOC and shelter with antennas. |   |        |   |                             |  |  |             |
| <b>Statewide Communications Plan (SCIP) Goals addressed by this investment (please circle all that apply)</b> |  |   |        | <input type="checkbox"/> Governance<br><input type="checkbox"/> SOP technology                    |                             | <input type="checkbox"/> Training & Exercise usage       |  |             |
| <b>Planning 4/23/2012<br/>Funds 7/1/2012</b>  |  | <b>Planning 6/30/2012<br/>Funds 9/30/2012</b>             |        | <b>Is an Environmental &amp; Historic Preservation (EHP) review required for this project? NO</b> |                             |  |  |             |
| <b>Applicant Contact Name:</b><br>Donald E. Cusson  |  | <b>Phone:</b> 508-726-1088                                |        | <b>Email:</b> dcusson@marlborough-ma.gov  |                             | <b>Address:</b> 696 Concord Road, Marlborough, MA. 01752 |  |             |
| <b>Review Status</b>  |  |   |        |   |                             | <b>SIEC Member Signature</b>                             |  | <b>Date</b> |
| <b>Assigned to Committee</b>  |  |   |        |   |                             |  |  |             |
| <b>Estimated Review Date</b>  |  |   |        |   |                             |  |  |             |
| <b>Committee Recommendation to the Executive Management Committee</b>   |  | Approval  | Denial | Amend   |                             |  |  |             |
| <b>Executive Management Committee Recommendation</b>  |  | Approval  | Denial | Amend   |                             |  |  |             |
| <b>SIEC Recommendation</b>  |  | Approval  | Denial | Amend   |                             |  |  |             |
| <b>Applicant notified of Recommendation</b>   |  |   |        |   |                             |  |  |             |

**Communications Interoperability Problem Description- During recent events Marlborough EOC was not able to communicate with Headquarters from the police or dispatch.**

**Background Information / Detailed Investment Description-With the purchase of these radios we will be able to communicate directly, and these will be narrow band capability.**

**Expected Outcomes-**

Describe the communications interoperability gaps that will be addressed  
This will involve all areas, PD< FD< EMS<DPW and Board of Health.

| <b>SCIP Goal-</b>  | <b>Goal</b>   | <b>Describe support</b>                          |
|--|---|--|
| Identify each SCIP goal that this investment will support and describe how that support will be accomplished.<br><br>See Appendix "B" for a listing of SCIP goals. | Governance  |  |
|  | SOP   | Radios will be used at all emergency activations |
|  | Technology  | All radios will be narrowband compliant          |
|  | Training & Exercise   |  |
|  | Usage   | Radios will be used at all emergency activation  |
| <b>Ownership-</b><br>Identify the proposed owners of all assets procured with this investment (add additional lines as needed)                                     | <b>Organization</b>   |  |
|  | Marlborough EMA   | Radios   |
|  | Marlborough EMAC  | Flat screen TV                                   |
|  |   |  |
|  |   |  |
|  |   |  |
|  |   |  |
| <b>Usage Plan-</b><br>Describe the usage plan for the equipment / project  | All radios will be used on a day to day basis, as well as during an emergency activation.<br><br>They will be housed with the City of Marlborough EMA for deployment as needed. |  |

|   |   |   |
|---|---|---|
| <b>Disciplines-</b><br><ul style="list-style-type: none"> <li>Identify each responder discipline that will enhance its communications interoperability from this investment</li> <li>Describe the interoperability enhancement</li> </ul> |   |   |
|   | <b>Discipline</b>   | <b>Enhancement</b>                          |
|   | LE  | Will be able to communicate with all others |
|   | EM  | Will be able to communicate with all others |
|   | FP  | Will be able to communicate with all others |
|   | PD  | Will be able to communicate with all others |
|   | EMA   | Will be able to communicate with all others |
| 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 |   |
| <b>Multi-Jurisdictional Interoperability-</b><br>All investments must provide interoperability between two or more jurisdictions.<br>Identify each jurisdiction that will achieve interoperability from this investment.                  | Marlborough Police<br>Marlborough Emergency Management<br>Massachusetts Emergency Management<br>Marlborough EOC   |   |

**7. Budget Detail**

The Budget **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 ([www.rkb.us](http://www.rkb.us)) Reference number.

Applicants may include up to, but no more than, three (3) % 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.

**If your proposed project will extend beyond 6/30/12, two (state fiscal year) Budgets must be submitted.**

**One budget would be for activities from Projected Start Date to 6/30/12; the second Budget would be for activities from 7/1/12 to 9/30/12.**

**\*\* Budget from Projected Start Date to 6/30/12: \*\***

| Cost Category<br>(Planning,<br>Equipment, Training,<br>Exercises, M&A)                    | Description | AEL # | Quantity | Unit Cost          | Total                  |
|---|-------------|-------|----------|--------------------|------------------------|
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
| ALL EQUIPMENT<br>WILL BE FINALIZED<br>RESEARCH FOR<br>PURCHASE IN THE<br>NEXT FISCAL YEAR |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | \$                 | \$                     |
|   |             |       |          | <b>GRAND TOTAL</b> | <b>\$0000000000000</b> |

**\*\* Budget from 7/1/12 to 9/30/12 (only if project time needed) \*\***

| Cost Category<br>(Planning,<br>Equipment, Training,<br>Exercises, M&A) | Description                        | AEL #        | Quantity  | Unit Cost  | Total              |
|--|------------------------------------|--------------|-----------|------------|--------------------|
| Equipment  | Sony 40" TV/ internet              | 04MD-03-DISP | 2         | \$1,110.00 | \$2,220.00         |
| Equipment  | Motorola Radios CDM-1250 136-174   | 06CP-01-PORT | 2         | \$ 990.00  | \$1,980.00         |
| Equipment  | Motorola Radio XPR 4550 136-174 NB | 06CP-01-PORT | 1         | \$ 839.00  | \$ 839.00          |
| Equipment  | ICOM IC-208H                       | 06CP-01-PORT | 3         | \$ 398.00  | \$ 1,194.00        |
| Equipment  | Coax- LMR-400                      | 06CP-03-NRSC | 1K        | 0.99       | \$ 990.00          |
| Equipment  | Antenna: Diamond X-50A             | 06CP-03-TOWR | 4         | \$ 99.50   | \$ 398.00          |
| Equipment  | TV Stands                          | 21GN-00-OCEQ | 2         | \$ 175.00  | \$ 350.00          |
| Installation   | Radio/TV Equipment                 | 21GN-00-INST | 40+ HOURS | \$ 25.73   | \$ 1,029.00        |
|  |                                    |              |           | \$         | \$                 |
|  |                                    |              |           | \$         | \$                 |
|  |                                    |              |           | \$         | \$                 |
|  |                                    |              |           | \$         | \$                 |
| <b>GRAND TOTAL</b>   |                                    |              |           |            | <b>\$ 9,000.00</b> |

**8. Milestones**

Please list below no less than three (3) but no more than five (5) milestones for this project. Milestones shall directly relate to the Project Summary. Milestones shall have an estimated start/end date (in MM/YYYY format) and be listed sequentially. For planning purposes only, please use a projected start date of 4/23/12. **All Projects must be completed by 9/30/12.**

| Milestone | Tasks/Activities                        | Start Date | Completion Date |
|-----------|---|------------|-----------------|
| 1         | <i>Get prices from vendor</i>           | 4/23/12    | 6/10/12         |
| 2         | Purchase equipment Radios, TV, Antennas | 7/1/12     | 9/30/12         |

| Milestone | Tasks/Activities      | Start Date | Completion Date |
|-----------|-----------------------|------------|-----------------|
| 3         | Install new equipment | 7/20/12    | 9/30/12         |
| 4         |                       |            |                 |
| 5         |                       |            |                 |

**9. EHP Review**

Is a formal Environmental & Historic Preservation (EHP) review required for this project? If yes, please note here reasons why.

If no, please provide a brief reason why a formal review is not required.

Please refer to FEMA Informational Bulletins #271 and #345 for further detail.

If EHP review is required, MEMA will work with successful applicants to develop their 'EHP Screening Memo'. This Memo does not need to be submitted with the application.

**No, an EHP is not required because there will be no construction or altering of any building or ground.**

## General Guidance for Applicants

**Applicants do not need to provide response to this section.**

### **1) Non-Supplanting**

Federal grant funds must supplement state or local initiatives and **shall not replace (or supplant)** funding appropriated from State and local governments with their Federal grant funding.

### **2) Specificity**

Specificity in your 'Project Summary'. To the extent applicable -- follow the 'Who, What, When, Where, Why, and How' approach.

*Who (specifically) is benefiting from this proposal, and who is implementing?*

*What (specifically) is being proposed? (Define the project and its scope)*

*When will the project(s) begin and end?*

*Where will any equipment be housed?*

*Why is this project important? How was this determined?*

*How will the project be implemented?*

Please note that these questions above are provided as a guide. For instance, a proposal stating "two generators will be procured" does not provide enough detail.

### **3) Budget Section: All costs must be allowable under the EMPG**

Allowable cost information may be found in the FFY 2010 EMPG grant guidance and/or Authorized Equipment List.

The FFY 2010 EMPG Guidance may be found on FEMA's website here:  
[http://www.fema.gov/pdf/government/grant/2010/fy10\\_empg\\_kit.pdf](http://www.fema.gov/pdf/government/grant/2010/fy10_empg_kit.pdf)



The Authorized Equipment List may be found on-line here:  
<https://www.rkb.us/mel.cfm?subtypeid=549>

Important: all equipment must be allowable under the EMPG; applicants should ensure that the AEL number provided is specific to the EMPG grant.

For instance, if two generators are to be procured, this section would provide the total estimated costs. Further, the information provided here must align with your Project Summary Section.

#### **4) Grammar Counts**

We are requesting concise proposals that provide adequate detail and are written clearly so the review team can provide appropriate review. Hand-written applications will not be accepted.

#### **5) Allowable Costs**

For further detail on allowable costs, please refer to the FFY 2010 EMPG Guidance. In general, EMPG funds may be spent in the following areas:

- Planning
- Organizational
- Equipment
- Training
- Exercises
- Construction/Renovation (Note: this is limited to the principal EOC and will always require an EHP review prior to activity)

#### **6) Unallowable Costs**

For further detail on unallowable costs, please refer to the FFY 2010 EMPG guidance. In general, EMPG funds will not support the following:

- Weapons and ammunition
- Hiring of first responders
- Supplanting

Applicants with questions may contact their respective MEMA Regional Office and/or MEMA Local Coordinator. Applicants may also contact Jeffrey Trask at 508.820.2053 or via email at [Jeffrey.Trask@state.ma.us](mailto:Jeffrey.Trask@state.ma.us).



# City of Marlborough

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CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

## Office of the Mayor

2012 NOV -1 A 11:44

140 Main Street

Marlborough, Massachusetts 01752

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

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

*Arthur G. Vigeant*  
MAYOR

*Michael C. Berry*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

November 1, 2012

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

### **Re: Bigelow School Lease Agreement**

Honorable President Pope and Councilors:

I am seeking your approval to sign the final lease agreement for the use of the Bigelow School for a period of 25 years as negotiated by the City of Marlborough and the Assabet Valley Collaborative ("AVC"). This agreement was reached after several meetings as well as the input gained from the Operations and Oversight Committee hearing several weeks ago.

This agreement is a fair deal for both the City as well as the Collaborative and gives certainty to both sides as to the future of the Ward Park area. I anticipate coming back to you with a proposal in the near future that will outline some potential uses for the revenue that will be gained from this lease agreement.

The Assabet Valley Collaborative graciously agreed to extend the validity date of their Letter of Intent for lease of the facility to November 13, 2012 due to weather related delays.

Please do not hesitate to let me know if you have any questions.

Sincerely,

**Arthur G. Vigeant**  
Mayor



**Assabet Valley Collaborative**  
57 Orchard Street  
Marlborough, MA 01752  
Phone: 508-481-3611 Fax: 508-481-0379

Cathy Cummins  
Executive Director  
[ccummins@assabet.org](mailto:ccummins@assabet.org)  
[www.avcollaborative.org](http://www.avcollaborative.org)

---

October 29, 2012

Dear Mayor Vigeant:

Assabet Valley Collaborative agrees to extend the validity date of the Letter of Intent for lease of the facility located at 57 Orchard Street, Marlborough, MA from the City of Marlboro.

Due to weather related delays in executing acceptance of the Letter of Intent, I hereby extend the proposal validity date to November 13, 2012 at 12:00 p.m.

*Cathy* 

---

Cathy Cummins, Executive Director  
Assabet Valley Collaborative

Arthur Vigeant, Mayor  
City Of Marlborough, Massachusetts

October 29, 2012

Date

Date

---

**Providing joint programs and services for school districts of:**

Assabet Valley Region . Berlin/Boylston Region . Berlin. Boylston. Grafton. Hudson . Marlborough . Maynard . Millbury. Nashoba Region . Northborough . Northborough / Southborough Region . Southborough . Shrewsbury . Westborough

## LEASE

THIS INDENTURE OF LEASE, made as of this \_\_\_ day of \_\_\_\_\_, 2012 by and between THE CITY OF MARLBOROUGH, MASSACHUSETTS ("LESSOR" or "City"), a Massachusetts Municipal Corporation, having a mailing address of City Hall, 140 Main Street, Marlborough, MA 01752 and the ASSABET VALLEY COLLABORATIVE, having a mailing address of 57 Orchard Street, Marlborough, MA 01752, an educational collaborative of the Commonwealth of Massachusetts ("LESSEE") (collectively, the "parties").

WHEREAS, LESSOR is the owner of a certain parcel of real property identified as Map 81, Parcel 190A in the records of the Board of Assessors of the City of Marlborough with a building thereon known as the Bigelow School, 57 Orchard Street, Marlborough, Massachusetts, which building consists of approximately 34,000 square feet (hereinafter the "Premises"), and,

WHEREAS, LESSEE is an educational collaborative of the Commonwealth of Massachusetts organized by its member school districts for the purpose of providing educational programs and services, and LESSEE wishes to use the Premises for those purposes; and

WHEREAS, LESSOR and LESSEE desire to enter into this Lease for the Premises and LESSOR desires to impose certain restrictions on the LESSEE's use of the Premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the receipt whereof is hereby acknowledged, the parties hereto agree as follows:

1. TERM: The LESSEE shall have and to hold the Premises for an original term commencing on July 1, 2013 ("Commencement Date") and expiring at midnight on the date which occurs twenty five (25) years from the Commencement Date, June 30, 2038.
2. RENT: LESSEE shall pay to LESSOR, for the lease of the Premises, annual rent at the rate of \$140,000.00 payable in twelve (12) equal monthly installments in advance on the first day of each calendar month occurring during the term of this Lease, commencing on or before the Commencement Date, and thereafter, on the anniversary of the Commencement Date the annual lease escalator of two percent (2%) shall be applied to the rent of the previous year, *as for example, the rent for years 1 through 3 shall be as follows:*

Year 1 Rent = \$140,000  
Year 2 Rent = \$140,000 + (\$140,000 x 2%) = \$142,800  
Year 3 Rent = \$142,800 + (\$142,800 x 2%) = \$145,656

3. UTILITIES: LESSEE will pay for electricity, heat, trash and/or recycling collection services. LESSOR shall not have any obligation to provide any other utilities or equipment other than the utilities and equipment within the Premises as of the commencement date of this Lease. In the event LESSEE requires additional utilities or equipment the installation and maintenance thereof shall be the LESSEE'S sole obligation, provided that such installation shall be subject to the written consent of the LESSOR which shall not be unreasonably withheld.

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4. USE: The LESSEE shall use the Premises for its educational programs and services and for its administrative and business offices, and the LESSEE acknowledges that no trade or occupation (except pre-vocational and vocational training as part of its educational programs and services) shall be conducted on the Premises except that allowed by this Lease, and that the Premises shall not be used in a manner to create a private or public nuisance nor trespass nor in any manner to negate the insurance or increase the rate of insurance on the premiums. LESSEE shall have access to the Premises 24 hours per day, 7 days per week, 365 days per year for the term of the Lease.

5. ACCESS TO DISABLED PERSONS: LESSEE agrees to comply with any and all state and/or federal laws and regulations regarding access for the disabled that apply to the LESSEE, and to pay for any costs related thereto. If the LESSOR is required to comply with any such law or regulation, the cost of such compliance shall be borne by the LESSEE.

6. FIRE: The LESSEE shall not permit any use of the Premises which may, in the judgment of the Fire Chief, void any insurance in the Building of which the Premises are a part, or on the contents of said Building, or which shall be contrary to any law or regulation from time to time established by the New England Fire Insurance Rating Association, or any similar body succeeding to its powers. The LESSEE shall on demand reimburse the LESSOR, and all other tenants, if any, all extra insurance premiums caused by the LESSEE'S use of the premises.

7. MAINTENANCE AND REPAIR: The LESSEE agrees to maintain the Premises in good condition, damage by fire and other casualty only excluded, and, whenever necessary, to replace plate glass and other glass therein. The parties agree:

(a.) The LESSEE shall be responsible for custodial service, maintenance in compliance with all applicable laws, regulations and building codes, cleaning, replacement of lights, repair of damage, prompt removal of snow and ice from the sidewalks bordering upon the Premises, and general housekeeping within the Premises.

(b.) The LESSEE shall not permit the Premises to be over loaded, damaged, stripped, or defaced, nor suffer any waste.

(c.) The LESSEE shall obtain written consent of LESSOR before erecting any signs on the Premises.

(d.) The LESSEE agrees to maintain the heating system, roof, and the basic structure of the Premises.

(e.) The LESSOR shall not have any responsibility for any repairs, replacements, or maintenance of the Premises or for its being in compliance with law. Notwithstanding the foregoing sentence, the LESSOR shall be responsible for any repairs and/or replacements for damaged water and/or sewer lines from the building out to the street and beyond. LESSEE acknowledges that it is leasing the Premises in "As Is Condition," and that the LESSOR makes no warranties or representations as to condition, construction, fitness for habitation, conformance to applicable state or local building and sanitary codes, or whether it is subject to any environmental conditions which may or may not be in compliance with any applicable laws, policies or regulations.

8. ALTERATIONS AND IMPROVEMENTS: The LESSEE shall be responsible for alterations and capital improvements to the Premises during the term of the Lease, which alterations and capital improvements shall be at LESSEE'S sole expense and shall not violate any Certificate of Occupancy, void any insurance, or cause structural injury. LESSEE shall not permit any mechanics'

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liens or similar liens, to remain upon the Premises for labor and material furnished to the LESSEE in connection with work of any character performed or claimed to have been performed at the direction of LESSEE and shall cause any such lien to be released of record forthwith without cost to LESSOR. All alterations and capital improvements shall be approved in writing by the LESSOR prior to LESSEE's undertaking such alterations or capital improvements.

9. ASSIGNMENT AND SUBLETTING: The LESSEE may assign or sublet the whole or any part of the Premises for educational programs and services and/or for recreational purposes with the LESSOR'S prior written consent. Notwithstanding such consent, LESSEE shall remain liable for payment of all rent and for the full performance of the covenants and conditions of this Lease.

10. LESSOR'S ACCESS: The LESSOR, or agents of the LESSOR may, at all times enter the Premises.

11. PARKING: The LESSEE shall be entitled to use the LESSOR'S parking lot which is located across from the Premises for staff, student, parent and visitor parking. LESSOR remains responsible for plowing the public lot in accordance with priorities given to Marlborough Public School and municipal lots to ensure safe access to school during inclement weather. Repair to lot and parking lines for vehicles to be maintained by LESSOR.

12. INDEMNIFICATION AND LIABILITY: The LESSEE shall, to the maximum extent permitted by law, indemnify and save harmless the LESSOR, its officers, agents, employees and volunteers from and against any and all damage and liabilities, actions, suits, proceedings, claims, demands, losses, costs and expenses (including reasonable attorneys' fees) that may arise out of or in connection with LESSEE's Lease or use of the Premises, for any damage to its real or personal property that occurs in conjunction with the Lease or use of the Premises by LESSEE, unless the damage is caused by the LESSOR's gross negligence and/or intentional act and/or willful misconduct. This indemnification includes all loss occasioned by the use or escape of water by the bursting of pipes within the building on the premises, as well as from any claim resulting from the non-removal of snow and ice from the roof of the building or from sidewalks bordering the Premises, unless such loss is caused by the neglect of the LESSOR. The removal of snow and ice from sidewalks bordering upon the leased Premises shall be at the LESSEE's responsibility.

13. LIABILITY INSURANCE: The LESSEE shall procure and maintain with respect to the Premises a comprehensive general liability public liability insurance, including fire damage liability coverage and property damage, in the amount of \$1,000,000 per occurrence, \$3,000,000 per aggregate with a responsible company qualified to do business in Massachusetts and in good standing therein insuring the LESSOR as well and LESSEE against injury to persons or damage to property as provided. The LESSEE shall deposit with the LESSOR certificates for such insurance at or prior to the commencement of the Term of this Lease, and thereafter within thirty (30) days prior to the expiration of any such policies which shall not be cancelled without at least ten (10) days prior written notice to each insured within. Certificates of Insurance to name the City of Marlborough as an additional insured as the City's interest appears to the leased Premises. The LESSEE shall also procure and maintain additional insurance as follows:

Business Automobile Liability coverage naming the City of Marlborough as an additional insured, including coverage for owned, hired or borrowed autos: \$1,000,000 C.S.L. for automobiles used in connection with this lease.

Umbrella or Excess Liability coverage following form of underlying General and Automobile Liability coverage: \$1,000,000 C.S.L.

Workers' Compensation coverage (per Massachusetts Law) and Employer's Liability coverage: coverage A at statutory limits and coverage B as limits of \$100,000/\$500,000/\$100,000.

The parties agree that the limits of insurance required stated herein are subject to review and modification by LESSOR as provided in paragraph 21 of this Lease.

14. FIRE CASUALTY: Should a substantial portion of the Premises be substantially damaged by fire or other casualty, the LESSOR may elect to terminate this Lease. When such fire or casualty renders the Premises substantially unsuitable for the intended use by the LESSEE a just and proportionate abatement of rent shall be made, if damage or destruction is not due to the fault of the LESSEE, and the LESSEE may elect to terminate this Lease if:

(a.) The LESSOR fails to give written notice within thirty (30) days of its intention to restore Premises; or,

(b.) The LESSOR fails to restore the Premises to a condition substantially suitable for the LESSEE'S intended use within ninety (90) days of said fire or casualty.

15. DEFAULT AND BANKRUPTCY: In the event that:

(a.) The LESSEE shall default in the payment of any installment of the rent or other sum herein specified and such default shall continue for ten (10) days, after written notice thereof; or,

(b.) The LESSEE shall default in the observance or performance of any other of its covenants, agreements or obligations hereunder and such default shall not be corrected within ten (10) days after written notice thereof; or,

(c.) The LESSEE shall be declared bankrupt or insolvent and the LESSEE'S property is made available for the benefit of creditors, the LESSEE fails to continue its business as a going concern or LESSEE vacates or abandons the Premises, the LESSOR shall have the right thereafter, while such default continues, to re-enter and take complete possession of the Premises to declare the term of this Lease ended, and remove the LESSEE'S effects, without prejudice to any remedies which might be otherwise used for arrears of rent or other default.

The LESSEE shall indemnify the LESSOR against all loss of rent and other payments, which the LESSOR may incur by reason of such termination during the residue of the term.

If the LESSEE shall default, after reasonable notice thereof, in the observance or performance of any conditions or covenants on LESSEE'S part to be observed or performed under or by virtue of any provision in any article of this Lease, the LESSOR, without being under any obligation to do so and without thereby waiving such default, may remedy such a default for the account at the expense of the LESSEE.

If the LESSOR makes any expenditures or incurs any obligations for payment of money in connection therewith, including but not limited to, reasonable attorney's fees in instituting, prosecuting or defending any action or proceeding, such sums paid or obligations incurred with interest at the rate of 12% per annum and costs, shall be paid to the LESSOR by the LESSEE as additional rent.

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16. NOTICE AND LEASE PAYMENTS: Any notices from LESSEE to LESSOR shall be sent or delivered to the LESSOR, and all lease payments from LESSEE to LESSOR shall be paid and sent or delivered to the LESSOR, to the following address:

City of Marlborough  
Public Facilities Department  
Attn: Public Facilities Director  
85 Sawin Street  
Marlborough, MA. 01752

Any notices from LESSOR to LESSEE relating to the Leased Premises or occupancy thereof shall be deemed served if left at the Premises addressed to the LESSEE or if mailed to the Premises by registered or certified mail, return receipt requested, addressed to the LESSEE.

17. RIGHT OF FIRST REFUSAL. So long as this Lease is in full force and effect and LESSEE is not in any default for which LESSOR would be entitled to terminate this Lease, the LESSOR agrees that prior to June 30, 2038, LESSOR will not sell all or any portion of the Premises unless (a.) LESSOR has received a bona fide offer to purchase the Premises; (b.) LESSOR has given written notice (which shall be deemed to be duly given when mailed as provided in this Lease) stating the name and address of the offeror and the terms and conditions of said bona fide offer and the encumbrances subject to which the Premises, or any part thereof, are to be conveyed and containing an offer by LESSOR to sell the same to LESSEE on the same terms and conditions as said bona fide offer; and (c) LESSEE has not, within ten (10) days after the giving of such notice, mailed or otherwise given LESSOR WRITTEN NOTICE THAT LESSEE elects to purchase the same in accordance with said offer. In the event that LESSEE so elects to purchase, the Premises or such part thereof shall be conveyed by a good and sufficient Quitclaim Deed conveying a good and clear record and marketable title thereto, free from all encumbrances except as stated in said bona fide offer and such deed shall be delivered and consideration paid on the forty fifth (45<sup>th</sup>) day or next business day after the date of the giving of such notice of election to purchase. In the event that LESSEE shall not give such notice of election to purchase within the time above specified, or in the event LESSEE shall, after giving such notice, fail to complete such purchase as hereinabove provided, then LESSOR shall be free thereafter to sell and convey the Premises or such part thereof covered by the offer to the offeror named in LESSOR's notice at a price not lower than that specified therein. The provisions hereof shall not be construed to apply to bona fide mortgages to recognized lending institutions of the Premises, or any part thereof, or sales or any part thereof, or sales or other proceedings for the foreclosure thereof; or to easements to any municipality or utility company required for the installation and/or maintenance of drainage, sewage, electric, gas, water and electric lines and appurtenance to and from the Premises.

If LESSOR shall make and record with said Deeds an affidavit stating that (1) a certain conveyance by it is made pursuant to a bona fide offer to purchase; (2) LESSOR has given notice to LESSEE in connection with such conveyance as required by the provisions of this paragraph; (3) LESSOR has not received written notice of election to purchase given by LESSEE in accordance with the provisions of this paragraph, or that LESSEE who has given notice of election to purchase has failed to complete the same in accordance with said provisions, as the case may be; and (4) such conveyance is made to the person named in such notice at a price not lower than therein stated; then such affidavit shall be conclusive evidence of compliance with the requirements of this paragraph



with respect to such conveyance in favor of the grantee therein and all persons claiming by, through or under such grantee.

18. HOLDING OVER: If LESSEE remains in possession of the Premises after the expiration of the term hereof, with LESSOR'S acquiescence and without any express agreement of the parties, LESSEE shall be a tenant at will at the rental rate which is in effect at the end of the Lease, subject to the annual lease escalator of 2% under the same terms as provided in paragraph 2 hereof, and there shall be no renewal of this Lease by operation of law. If LESSEE remains in possession of the Premises after the expiration of the term hereof, without LESSOR'S acquiescence, then LESSEE shall be a tenant at sufferance and commencing on the date following the date of such expiration the monthly rental payable under paragraph 2 hereof shall, for each month or fraction thereof during which LESSEE remains in possession be twice the monthly rental otherwise payable under paragraph 2 hereof, and such monthly rental amount shall also be subject to the annual lease escalator of 2% as provided in paragraph 2 hereof.

19. SURRENDER: The LESSEE shall, at least five (5) business days after the expiration or other termination of this Lease, remove all LESSEE'S goods and effects from the Premises. This shall include, without hereby limiting the generality of the foregoing, all signs and lettering affixed or painted by the LESSEE, either inside or outside the Premises. LESSEE shall deliver to the LESSOR the Premises and all keys, locks, thereto, and other fixtures connected therewith and all alterations and additions made to or upon the Premises, in good condition, damage by fire or other casualty only excepted.

20. TAXES: Pursuant to §2B of c. 59 of the Massachusetts General Laws, LESSEE will be responsible for payment of taxes assessed under this section if the leased Premises or a portion thereof are used in connection with a business for profit or Leased and occupied for other than a public purpose.

21. AMENDMENTS: This Lease contains the entire agreement between the parties, and all negotiations, considerations, representations and understandings between the LESSOR and the LESSEE are incorporated herein and may be modified or altered only by agreement in writing between the LESSOR and the LESSEE.

22. CONFLICT OF INTEREST: LESSEE covenants that it has taken no action in connection with this Lease which would be in violation of the provisions of M.G.L. c. 286A, the Conflict of Interest statute, and that in the event the LESSOR determines that any such violation has occurred the LESSOR may terminate this Lease immediately with notice after the fact to the LESSEE.

23. PARAGRAPH HEADINGS: The paragraph headings throughout this Lease are for convenience only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation or construction of meaning of the provisions of this Lease.

24. INVALIDITY OF PARTICULAR PROVISIONS: If any term or provision of this Lease or the application thereof to any person or circumstance shall to any extent be invalid or unenforceable, the remainder of this Lease, or the application of such term or provision to persons or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and shall be enforceable to the fullest extent permitted by law so long as paragraph 4 is unaffected thereby.

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25. RECORDING: The parties agree that this Lease shall be recorded with the Middlesex South Registry of Deeds, as required by M.G.L. c. 183, §4, by the LESSEE at its expense.

26. WAIVER: No failure by LESSOR or LESSEE to insist upon the strict performance of any provision, condition or agreement contained in this Lease to be performed by the other shall ever be deemed to be a waiver of such provision as to any subsequent event constituting nonperformance or observance by such party.

27. FORCE MAJEURE: Except with respect to the payment of monetary sums due from one party to the other, each party to this Lease shall be excused from performance of its other obligations hereunder for such period of time that such party is prevented from performing the same for causes beyond its reasonable control, such as acts of God, strikes, and the like (but financial inability shall never be deemed to be a cause beyond the reasonable control of such party), provided: (i) the party so delayed shall promptly notify the other of the reason for any such delay; and (ii) the party thus delayed shall complete performance of such obligations within a reasonable period of time after the cessation of the cause of such delay and with all due diligence.

28. LESSOR'S RIGHT TO CURE. If LESSEE shall default in the performance or observance of any agreement, condition or other provision in this Lease contained on its part to be performed or observed and shall not cure such default within thirty days after notice in writing from LESSOR specifying the default (or, in the event such default shall require more than thirty (30) days to be cured, if the LESSEE shall not, within said period, commence to cure such default and thereafter, with due diligence, prosecute the curing of such default to completion, LESSOR may, at its option, without waiving any claim for breach of agreement, at any time thereafter, cure such default for the account of LESSEE, and LESSEE shall reimburse LESSOR for any amount paid and any expense of contractual liability so incurred, including reasonable attorneys' fees.

29. DISCLOSURE OF BENEFICIAL INTEREST: By entering into this Lease, the LESSOR hereby certifies that, pursuant to M.G.L. c. 7, §40J, it shall make any required disclosure of beneficial interest in real property.

30. SUCCESSION. The provisions of this Lease shall be binding on and enforceable by the parties and their respective heirs, devisees, personal representatives, successors and assigns, as appropriate. In the event that the LESSOR sells the premises, the LESSOR shall ensure that the successor owner assumes all obligations of the Lease as set forth herein.

31. GOVERNING LAWS: This Lease shall be governed exclusively by the provisions herein and by the laws of the commonwealth of Massachusetts, as the same may from time to time exist.

IN WITNESS THEREOF, the said parties hereunto set their hands and seals on the date first written above.

Signed this \_\_\_\_\_ day of \_\_\_\_\_ 2012.

FOR THE LESSEE  
Assabet Valley Collaborative  
By Its Executive Director:

\_\_\_\_\_  
Cathy Cummins

FOR THE LESSOR:  
City of Marlborough  
By its Mayor:

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

DEPARTMENT HEAD  
By its Director of Public Facilities:

\_\_\_\_\_  
John L. Ghiloni

CITY AUDITOR:

\_\_\_\_\_  
Diane Smith

COMPTROLLER:

\_\_\_\_\_  
Thomas J. Abel

CHIEF PROCUREMENT OFFICER:

\_\_\_\_\_  
Beverly J. Sleeper, MCPPO

APPROVED AS TO FORM:

\_\_\_\_\_  
 Donald V. Rider, Jr., City Solicitor OR  
 Cynthia Panagore Griffin, Asst. Solicitor

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this \_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned notary public, personally appeared Arthur G. Vigeant, Mayor of the City of Marlborough, Massachusetts as aforesaid, known to me personally to be the person whose name is signed on the preceding document, and acknowledged to me that \_\_\_ signed it voluntarily on behalf of the City of Marlborough, Massachusetts, in his official capacity and not as an individual, for its stated purpose.

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

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this \_\_\_ day of \_\_\_\_\_, 2012, before me, the undersigned notary public, personally appeared Cathy Cummins, Executive Director, Assabet Valley Collaborative s aforesaid, known to me personally to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily on behalf of Christopher House of Marlborough Limited Partnership for its stated purpose.

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

\_\_\_\_\_

**CERTIFICATE OF VOTE**

\_\_\_\_\_, 201\_\_.

At a duly authorized meeting of the Board of Directors of the:  
Assabet Valley Collaborative held on \_\_\_\_\_ (Date) at which all the  
Directors were present or waived notice, it was VOTED that, Cathy Cummins, Executive  
Director of the Assabet Valley Collaborative be and hereby is authorized to execute leases and  
contract in the name and behalf of said Assabet Valley Collaborative, and affix its corporate seal  
thereto, and such execution of any lease or contract or in the Assabet Valley Collaborative's  
name on its behalf by such Executive Director of this the Assabet Valley Collaborative, shall be  
valid and binding upon the Assabet Valley Collaborative.

I hereby certify that I am the Clerk of the Assabet Valley Collaborative that Cathy Cummins, is  
the duly elected Executive Director of said Assabet Valley Collaborative, and that the  
above vote has not been amended or rescinded and remains in full force and effect as of the date  
of this contract.

A true copy of the record,

ATTEST \_\_\_\_\_  
Clerk  
Place of Business \_\_\_\_\_  
\_\_\_\_\_

COMMONWEALTH OF MASSACHUSETTS

Middlesex, ss

On this \_\_\_\_ day of 201\_\_, before me, the undersigned Notary Public, personally appeared

\_\_\_\_\_, duly designated by the board of directors and proved  
to me, through satisfactory evidence of identification, which was \_\_\_\_\_, that  
s/he is the person whose name is signed on the foregoing documents, and acknowledged to me  
that s/he signed it voluntarily for its stated purpose and that it was her/his free act and deed.

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