

1. Minutes, City Council Meeting, February 25, 2008.
2. PUBLIC HEARING: On the application of Bell Atlantic Mobile of Massachusetts, d/b/a Verizon Wireless for co-location of antennas and equipment at an existing wireless communication facility located at 75 Donald Lynch Blvd.
3. Communication from the Mayor re: the appointment of David McCabe to the C D A.
4. Communication from the Mayor re: transfer request in the amount of \$500.00.
5. Communication from the Mayor re: transfer request in the amount of \$485,171.77.
6. Communication from the Mayor re: City's Emergency Management receiving an additional grant in the amount of \$333.19.
7. Communication from the Mayor re: Council on Aging grant in the amount of \$4,528.00
8. Communication from the Mayor on behalf of the Library Director re: cash distribution in connection with the 2002 settlement of an antitrust case.
9. Communication from the Mayor re: House Bill No. 4289 and a proposed Order which would provide for the City to become a member of the MetroWest Regional Transit Authority .
10. Communication from the Mayor re: A Review of Certain Assabet Valley Regional Technical School District Matters.
11. Communication from the Commissioner of Public Works re: a Grant of Easement from George T. Voyiatzis, Trustee of the Bolton Granger Realty Trust.
12. Communication from Kimco Realty Corp., on behalf of Shops at the Pond, LLC, re: grant of easement, termination of sewer easement and operation and maintenance agreement.
13. Communication from Old Marlborough Inc., re: request to make a presentation on a "Public Art Program" for the Downtown/Central Business Area.
14. Minutes, Local Emergency Planning Committee, September 19, October 17, December 19, 2007 and February 20, 2008.
15. CLAIMS:
 - A. Denise Murphy, 19 Tassi Dr., vehicle damage
 - B. Rebecca Meskunas, 46 Park Ave., Stoneham, vehicle damage
 - C. Howard Chaput, 224 Chestnut St., Gardner, vehicle damage
 - D. Norman Cole, 457 Pleasant St., property damage
 - E. Jeffrey Cosette, 411 Avalon Dr., Acton, vehicle damage
 - F. Scott Smith, 56 Sunshine Dr., property damage
 - G. Amy Markarian, 39 Tower St. Worcester, vehicle damage
 - H. Sem Aykanian, 74 Main St., property damage
 - I. Kevin Smith, 128 Old Charter Rd., vehicle damage
 - J. Kate Peregrin, 37 Gibbs Pl., vehicle damage
 - K. Lori Bradway, 10 Ames Place, Apt 2, vehicle damage
 - L. Joseph Desimone, 33 Cheyene Rd., Worcester, MA, vehicle damage
 - M. Dennis McCumber, 540 Williams St., property damage
 - N. Thomas Ruggins, 122 Taylor Rd., vehicle damage
 - O. Owen Boyd, 52 Willow Gate Rise, Holliston, Ma, vehicle damage

REPORTS OF COMMITTEES:

16. ORDERED: That the CDA meet with the Urban Affairs and Affordable Housing Committee to discuss the status of the City's affordable housing stock and current future plans to maintain and expand those numbers.....Submitted by Councilor Pope



CITY OF MARLBOROUGH
OFFICE OF CITY CLERK
Lisa M. Thomas
140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752
(508)460-3775 FAX (508)624-6504
FEBRUARY 25, 2008

Regular meeting of the City Council held on Monday FEBRUARY 25, 2008 at 8:00 p.m. in City Council Chambers, City Hall. City Councilors present: Levy, Ossing, Pope, Vigeant, Delano, Ferro, Schafer, Juaire, Clancy and Landers. Meeting adjourned at 9:15 p.m.

ORDERED: Minutes, City Council meeting, February 11, 2008, **FILE**; adopted as amended.

ORDERED: That the reappointments of John Peltier and Kevin Boyle as Fence Viewers for a period of one year concluding the Monday, February 2, 2009, refer to **PERSONNEL COMMITTEE**; adopted.

ORDERED: That the following budget transfer in the amount of \$27,851.00 from various Police Payroll accounts to Court OT, refer to **FINANCE COMMITTEE**; adopted.

FROM:

Acct. # 12100003-51920	\$6,522.00
Sick Leave Buy Back	
Acct. # 12100003-51410	\$15,000.00
First Responder	
Acct. # 12100003-50435	\$5,000.00
Police Specialists	
Acct. # 12100003-51370	\$1,059.00
Celebrations OT	

TO:

Acct. # 12100003-51320	\$27,851.00
Court OT	

ORDERED: That the Marlborough Fire Department has an opportunity to replace the 24-year old vehicle currently serving as a fire investigation and rehabilitation unit with a model year 2000 ambulance offered as donation by Patriot Ambulance, **APPROVED**; adopted.

(Councilor Juaire abstained)

ORDERED: That the communication from Margaret Shea, Director of the Marlborough Retirement Board, regarding consideration to grant an increased cost-of-living adjustment, **FILE**; adopted.

ORDERED: That the communication from Ron LaFreniere, regarding proposed Council order to create a Municipal Charges Lien ordinance that would allow the Department of Public Works to establish a lien for the cost of work the department may perform on private property under specific circumstances, **FILE**; adopted.

ORDERED: That there being no objection thereto set **MONDAY, MARCH 24, 2008** as date for a **PUBLIC HEARING** on the application for Special Permit from Ming Wang for conversion of former State Armory Building into twelve residential condominiums in a Business B/Residence C zoned lot at 358-364 Lincoln St., refer to **URBAN AFFAIRS COMMITTEE AND ADVERTISE**; adopted..

ORDERED: That there being no objection thereto set **APRIL 7, 2008** as date for a **PUBLIC HEARING** on the application for Special Permit by Arthur Bergeron, on behalf of Boston Post 355, LLC for permission to construct and operate a car wash at 355 Boston Post Rd. West, refer to **URBAN AFFAIRS COMMITTEE AND ADVERTISE**; adopted.

(Councilor Juaire read a disclosure statement)

ORDERED: That the Minutes, Planning Board, January 28, 2008, **FILE**; adopted.

ORDERED: That the Minutes, Conservation Commission, January 3, 2008, **FILE**; adopted.

ORDERED: That the TransReport, February, 2008, **FILE**; adopted.

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

- A. Andrew Day, 99 Jimney Dr., Westford, MA, vehicle damage
- B. Navnit Desas, 119 Bracken Dr., property damage
- C. Barbara Sher, 182 Vega Rd., vehicle damage
- D. Susan Bent, 64 Simpson Rd., vehicle damage
- E. Clawdio Oliveira, 135 Mechanic St., #2., property damage
- F. Kim Morgan, 655 Boston Post Rd. #1311., Sudbury, MA, vehicle damage
- G. Maureen Hopkins, 13 Birch Dr., Sterling, MA, vehicle damage
- H. Vinnie Rizzelli, 14 Clinton St., vehicle damage
- I. Tucker MacGregor, 4 Barrows Ct., Norton, MA, vehicle damage
- J. Earl Geary, 46 Sidney St., property damage
- K. Regina M. Davis, 24 Garabed Blvd., vehicle damage
- L. Ann Cross, 26 James Ave., property damage

ORDERED: That an oversight was made in the closing of the FY2007 books regarding funds in the amount of \$1,451,150.50 were not encumbered for the June 30th retirement fund payment and these funds were closed out at year end and became part of the free cash calculation, refer to **FINANCE COMMITTEE**; adopted.

MOTION:

Councilor Ossing requested the Mayor provide a report to the Finance Committee which outlines changes that need to be made, what lessons were learned, and how to amend the processes. Councilor Ossing stated that the Finance Committee would work closely with the Finance team to eliminate errors of this magnitude from occurring again. He also stated that this would be kept this as an open item in the Finance Committee so that the Committee can monitor the closing of the next fiscal year end books.

13

Councilor Schafer amended the motion to request that the Mayor's report divulge whether or not the Department of Revenue has recertified the Free Cash and if the DOR has made any comments or suggestions to remedy future practices.

ORDERED: That the reappointment of Dr. Kevin Cozzi to the Board of Health for three years commencing on February 4, 2008 and terminating on February 7, 2011, **APPROVED**; adopted..

ORDERED: That the reappointment of Daniel C. Brogie to the Board of Assessors for a term of three years expiring on February 1, 2011, **APPROVED**; adopted.

ORDERED: That the reappointment of Mark Gibbs as Information Systems Director for a term of three years expiring January 1, 2011, **APPROVED** adopted.

ORDERED: That the reappointment of Stephen F. Reid as Building Inspector for a term of three years expiring February 1, 2011, **APPROVED**; adopted.

ORDERED: That the reappointment of Jean Peters to the Library of Trustees for a term of three years expiring February 1, 2011, **APPROVED**; adopted.

ORDERED: That the communication from the Commissioner of Public Works, Ronald LaFreniere, requesting that the Department of Public Works be authorized to remove snow and ice from the following private ways in accordance with the provisions of Chapter 225 of the Acts of 1943, **APPROVED**; adopted.

- DuFresne Drive
- Goodwin St.
- Joseph North Rd.
- Blake Cir.

ORDERED: That the Application from Benjamin Smith of Tunison Smith Co. regarding sewer connection permit for Mauro Farm, **APPROVED** with the following conditions:

1. **The Sewer Connection Permit is limited to 11,880 gpd;**
2. **The Sewer Connection Permit shall lapse if the connection is not made within 18 months after the date of final approval;**
3. **If the total volume is not needed, the surplus shall be returned to the City of Marlborough;** adopted.

ORDERED: That the following budget transfer in the amount of \$4,285.00 which would move funds from Undesignated Funds to Printing to cover the cost of programming voting machines for the upcoming Presidential Primary and Ward 5 elections, **APPROVED**; adopted.

FROM:

Acct. # 100-35900	\$4,285.00
Undesignated Fund	

TO:

Acct. # 11620004-53930	\$4,285.00
Printing	

14

ORDERED: That the following budget transfer in the amount of \$6,000.00 which would move funds from Undesignated Funds to R911 support to accommodate an expansion of 12 additional voice ports (\$3,500.00) and payment for the balance of the MassCall requirements from August (\$2,500.00), **APPROVED**; adopted.

FROM:

Acct. # 100-35900 \$6,000.00
 Undesignated Fund

TO:

Acct. # 11210002-53182 \$6,000.00
 R911 Support

ORDERED: That the following transfer of \$130,649.98 from Reserve for Salaries to Various Accounts, **APPROVED**; adopted.

REQUEST TO FUND MARLBORO MUNICIPAL EMPLOYEE ASSOC CONTRACT

FROM : ACCOUNT 11990006-57820 RESERVE FOR SALARIES **\$130,649.98**

TO: THE FOLLOWING ACCOUNTS

COMPTROLLER

11330002 -50062 FIN ASST \$5,928.14
 0.00
 11330003 -51430 LONGEV 0.00
 -51920 SICK BB 209.97

INSPECTION

12410001 -50260 AST BLD IN \$5,788.43
 -50370 PLUMB INS 3,227.78
 -50380 ELEC INSP 2,196.00
 12410002 -50770 SR CLK 6,123.50
 12410003 -51430 LONGEV 0.00
 -51920 SICK BB 200.60

AUDITOR

11350002 -50550 HEAD CLK \$ 2,703.10
 -50770 SR CLK 1,054.28
 11350003 -51430 LONGEV 185.14
 -51920 SICK BB 103.95

DPW ADMIN

14001002 -50550 HEAD CL \$2,702.71
 -50770 SR. CLK 1,035.42
 -50520 PRIN CLK 2,447.66
 14001003 -51430 LONGEV 250.00
 -51920 SICK BB 0.00
 61090002 -50520 PRIN CLK 3,381.68
 -51430 LONGEV 1,085.00
 -51920 SICK BB 1,547.82

ASSESSORS

11410002 -50520 PRIN CLK \$2,401.70
 11410001 -50170 SR ASSR 3,469.34
 11410002 -50550 HEAD CL 2,702.71
 11410003 -51430 LONGEV 222.60
 -51920 SICK BB 195.93

RECREATION

14920001 -50166 PRG MR \$6,277.97
 14920002 -50770 SR. CLK 2,058.87
 14920003 -51430 LONGEV 0.00
 -51920 SICK BB 189.03

15

COLLECTOR

11440002	-50770	SR CLK	\$4,117.74
11440003	-51430	LONGEV	38.00
	-51920	SICK BB	40.20

HEALTH & LICENSE

15120001	-50611	ASST SAN	\$1,566.38
15120002	-50770	SR. CLK	2,058.95
15120003	-51430	LONGEV	0.00
	-51920	SICK BB	0.00

INFO SYSTEMS

11550001	-50210	SYS ANYL	\$3,078.09
	-50213	NET ENG	4,043.53

CITY CLERK

11610002	-50770	SR. CLK	\$2,058.87
11610003	-51430	LONGEV	0
	-51920	SICK BB	0

COUNCIL ON AGING

15410001	-50312	OUTREACH	\$2,199.91
15410002	-50520	PRIN CLK	2,401.70
15410003	-51430	LONGEV	0.00
	-51920	SICK BB	91.70

ELECTION/REG

11620002	-50550	HEAD CL	\$2,702.88
	-50770	SR. CLK	0.00
11620003	-51430	LONGEV	0.00
	-51920	SICK BB	1,803.22

LIBRARY

16100001	-50470	CHILD LIB YNG	0.00
	-50471	ADULT	913.09
	-50480	CATALOG	2,402.05
	-50656	HD CIRCL	1,565.90
16100002	-50520	PRIN CLK	2,308.49
16100003	-50490	LIB STAFF	4,118.13
	51261	PT CLKS	0.00
	51262	PAGES	0.00
	51263	SUN STAFF	5,057.07
	-51430	LONGEV	236.63
	-51920	SICK BB	148.39

PROPERTY & BUILD

11920001	-50292	CRAFTMN	\$10,089.43
	-50385	ELECTRIC	5,506.57
11920002	-50520	PRIN CLK	1,255.09
11920003	-50560	CUSTOD	0.00
11920003	-51430	LONGEV	0.00
	-51920	SICK BB	0.00

FIRE

12200002	-51214	PUB AST	\$2,864.13
12200003	-51430	LONGV	50.00

POLICE

12100002	-50520	PRIN CLK	\$3,458.91
12100003	-50540	CHF DISP	2,622.22
	-51213	PBL DISP	0.00
	-51214	PUB ASST	2,863.38
	-51430	LONGV	1,000.00
	-51920	SICK BB	300.00

COLUMN SUB TOT = \$ 66,494.99

COLUMN SUB TOT = \$64,154.99

TOTAL TRANSFER REQUEST = \$130,649.98

16

ORDERED: There being no further business, the regular meeting of the City Council is herewith adjourned at 9:15 p.m.



IN CITY COUNCIL

2

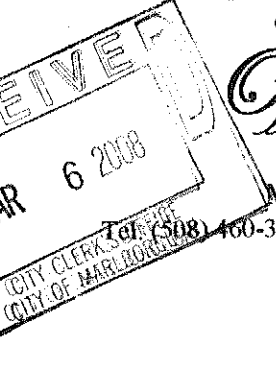
Marlborough, Mass., FEBRUARY 11, 2008

ORDERED:

That there being no objection thereto set **MONDAY, MARCH 10, 2008** as date for a **PUBLIC HEARING** on the application for Special permit by Bell Atlantic Mobile of Massachusetts Corp, Ltd. for co-location of antennas and equipment at an existing wireless communication facility at 75 Donald J. Lunch Blvd., be and is herewith refer to **WIRELESS COMMUNICATION COMMITTEE AND ADVERTISE.**

ADOPTED

ORDER NO. 08-1001795



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

3
Nancy E. Stevens
MAYOR

Karen A. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

February 25, 2008

Council President Arthur G. Vigeant
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

To complete the final required appointment to the Community Development Authority, that of an individual with a financial background, I would like to submit the name of David McCabe to fill said position.

In his eighth year of employ at Citizens Financial Group, Mr. McCabe is currently the Senior Vice President of Bank Integration for the RBS Lynk division. His prior experience with Citizens Financial included two years with the bank's commercial real estate group and three years with the business banking section. Mr. McCabe was employed immediately prior by the Massachusetts Technology Collaborative.

Born and bred in Marlborough, David McCabe, a Marlborough High School and Bryant University graduate, is very familiar with our community, its needs and unique character. I would greatly appreciate your consideration in approving this appointment to the CDA.

As always, please feel free to contact me with any questions or concerns.

Sincerely,

Nancy E. Stevens
Mayor



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

⁴¹
Nancy E. Stevens
MAYOR

Karen B. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

February 29, 2008

Council President Arthur G. Vigeant
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, Ma 01752

Honorable President Vigeant and Councilors:

Attached please find a budget transfer request in the amount of \$500 which I have been requested to submit on behalf of the City Council. This request will transfer funds from Account No. 11110003-50070 (Salary) to Account No. 11110005-54220 (Office Supplies/Expenses).

Sincerely,

Nancy E. Stevens
Mayor

TRANSFER REQUEST

FROM ACCOUNT		TO ACCOUNT	
City Council		City Council	
AVAILABLE BALANCE	AMOUNT	AMOUNT	AMOUNT AVAIL
\$	\$	\$	\$
36,386.00	500.00	500.00	435.00
	11110003	11110005	
	50070	54220	
	Councillors	Office Supply	

Reason: See attachment from City Council President



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

51
Nancy E. Stevens
MAYOR

Karen A. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

March 6, 2008

Council President Arthur G. Vigeant
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Mail Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

Attached please find a budget transfer request in the amount of \$485,171.77 which is required to fund year two employee contract obligations for the following departments: Police, Fire, Department of Public Works, Library, Auditor, City Clerk, Board of Health and Public Facilities. Transfers would come from Account No. 11990006-57820 (Reserve for Salaries) for \$376,355.02 and from Account No. 11990006-51500 (Fringe Benefits) for the balance of \$108,816.75. Please refer to the attached Transfer Request form for the breakdown of the various accounts to be funded.

As always, please feel free to call with any questions or concerns.

Sincerely,

Nancy E. Stevens
Mayor

53

DPW

\$ 4,100.00	14001003	51430 Longevity	\$ (3,940.06)
\$ 800.00	60080003	51430 Longevity	\$ (799.65)
\$ 750.00	14001103	51920 Sick Leave	\$ 2,134.12
\$ 5,286.00	14001303	51430 Longevity	\$ (5,286.00)
\$ 21,926.00	14001303	51920 Sick Leave	\$ (21,926.00)
\$ 903.00	14001403	51430 Longevity	\$ (902.62)
\$ 4,599.00	14001503	51430 Longevity	\$ (4,599.00)

\$ 38,364.00

Library

\$ 887.00	16100001	50471 Yg Adlt Lib	\$ 11,495.41
\$ 851.00		50656 Head Circl	\$ 13,081.58
\$ 340.00	16100003	51920 Sick Leave	\$ (339.14)

\$ 2,078.00

Auditor

\$ 380.41	11350001	50020 Auditor	\$ 19,819.27
-----------	----------	---------------	--------------

\$ 380.41

City Clerk

\$ 1,309.86	11610001	50050 City Clerk	\$ 18,209.32
-------------	----------	------------------	--------------

\$ 1,309.86

54

Board of Health

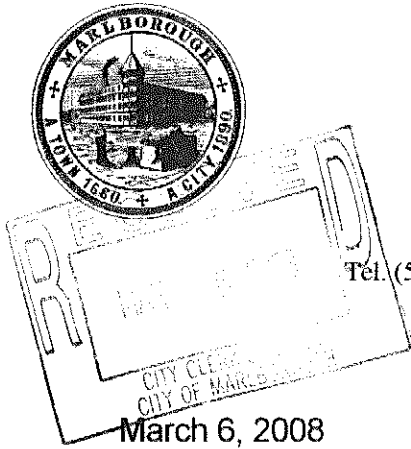
\$	897.55	15120001	50611 Asst Sanitarian	\$	12,621.33
\$	17.64	15120003	51430 Sick Leave	\$	(17.64)
\$	915.19				

Build Maintenance

\$	6,649.00	11920001	50292 Craftsman	\$	45,925.93
\$	530.00		50385 Electrician	\$	14,541.04
\$	1,070.00	11920002	50520 Principal Clk	\$	5,367.51
\$	8,249.00				

\$ 485,171.77

Reason: To fund second year contractual obligations



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

Nancy E. Stevens
MAYOR

Karen H. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

March 6, 2008

Council President Arthur G. Vigeant
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

The City's Emergency Management department has received an additional grant in the amount of \$333.19 to offset expenses incurred relative to the May 2006 flood. This additional funding is provided by the Massachusetts Emergency Management Agency and, when added to monies received previously, will total \$2,745.43.

As outlined in MGL, Chapter 44, Section 53A, I am recommending that the City Council approve the expenditure of these funds for the purposes outlined.

As always, please feel free to call with any questions or concerns.

Sincerely,

A handwritten signature in cursive script, appearing to read 'Nancy E. Stevens'.

Nancy E. Stevens
Mayor

62



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

February 15th, 2008

Mayor Nancy Stevens
City of Marlborough
140 Main Street
Marlborough, Ma. 01752-3875

Mayor Stevens,

Attached please find documentation support of a grant in the amount of \$333.19 an additional 12.5 percent State Share due us for the May 2006 Floods. Legislation was approved Under Section 38, Item 1599-2005 of Section 2A, Chapter 81 of the Acts as amended for all eligible applicants under Public Assistance Program FEMA-1642-DR May 2006 Floods to be reimbursed the reaming 12.5 percent that we were responsible for.

I am asking you put this Item on the next agenda for acceptance,
\$333.19 to be added to account number 0149 FY07 FEMA-MAY FLOODS
25514901 52443 FLOOD REPAIRS.

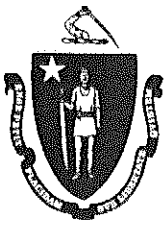
This will bring the reimbursement up to a total of \$ 2,745.43 I ask that this be accepted and placed into account number 25514901 52443 Flood repairs. This way all funds associated with this incident would be together.

Thank you very much for your attention on this mater and if there are any questions fell free to call or email at any time.

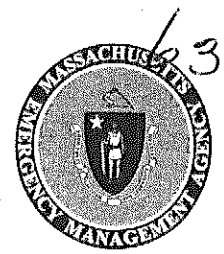
Respectfully yours,

Donald E. Cusson
Director of
Emergency Management

Cc:R.LaFreniere
Cullen



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

Deval L. Patrick
Governor

Timothy P. Murray
Lieutenant Governor

Kevin M. Burke
Secretary

Don R. Boyce
Director

February 8, 2008

Mr. Donald Cusson, Director of Emergency Management
CITY OF MARLBOROUGH
140 Main Street
Marlborough, MA 01752

**Subject: FEMA-1642-DR May 2006 Floods STATE SHARE
OUTSIDE SECTION 38**

Dear Mr. Cusson:

Enclosed please find a Standard Contract Form for the additional 12.5 percent State Share due you from the May 2006 Floods. Legislation was approved under Section 38, Item 1599-2005 of Section 2A, Chapter 81 of the Acts of 2005 as amended for all eligible applicants under the Public Assistance Program FEMA-1642-DR May 2006 Floods to be reimbursed the remaining 12.5 percent that you as the applicant were responsible for. Therefore, MEMA is now authorized to release payment. Please sign in the lower left hand corner of the Standard Contract Form - **FOR THE CONTRACTOR**.

It is important to note that no funds will be disbursed until this document has been completed and the original returned to MEMA. **Fax copies will not be accepted.**

Please file these documents with your completed Project Application; this should become part of your permanent record. Please retain all documents associated with this program for a period of seven (7) years beginning on the first day after the final payment under the Contract, or such longer period as is necessary for the resolution of any litigation, claim, negotiation, audit or any inquiry involving the Contract.

If you have any questions please do not hesitate to contact Judy Whitcher of the Fiscal Department at (508) 820-2057. **Please mail original document to Massachusetts Emergency Management Agency, Fiscal Department: 400 Worcester Road, Framingham, MA 01702-5399 no later than March 14, 2008. Funding will not be made available after June 30, 2008.**

Sincerely,

Elizabeth McDonald
Disaster Recovery Manager

Region I
P.O. Box 116
365 East Street
Tewksbury, MA 01876
Tel: 978-323-1500 Fax: 978-851-8213

Region II
P.O. Box 54
12-I Rear Administration Road
Bridgewater, MA 02324-0054
Tel: 508-697-3600 Fax: 508-697-8869

Region III / IV
1002 Suffield Street
Agawam, MA 01001
Tel: 413-821-1500 Fax: 413-821-1599

64

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: Emergency Management DATE: 3/4/2008

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Donald E. Cusson

NAME OF GRANT: FY 07 FEMA-MAY FLOOD REPAIRS

GRANTOR: Massachusetts Emergency Management Agency

GRANT AMOUNT: \$333.19

GRANT PERIOD: to be completed by June 30th,2008

SCOPE OF GRANT/
ITEMS FUNDED 12.5% Increase State Share

to be added to previous grant funds in account number
2910-25514901-52443
These added funds will total the Grant to \$2,745.43

IS A POSITION BEING
CREATED: NO

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

ARE MATCHING CITY
FUNDS REQUIRED? No matching funds

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: _____

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

Donald E. Cusson 2/15/08

COMMONWEALTH OF MASSACHUSETTS – STANDARD CONTRACT FORM

This form, to be used for New Contracts and Contract Amendments/Renewals, 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)* for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For Instructions and hyperlinks (italics), please view this form at: www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*.

605

→ Contractor Legal Name (and d/b/a/CITY OF MARLBOROUGH) → Legal Address (from W-9): 140 Main Street, Marlborough, MA 01752 → Payment Remittance Address (from W-9): → Contract Manager : Donald Cusson, Director of Emergency Management → E-Mail Address : → Phone : → Fax : → TTY : → State of Incorporation (if a corporation) or "N/A": → Vendor Code : VC6000192111 MMARS Object Code: P01 PP1		Department MMARS Alpha Code and Name: CDA Massachusetts Emergency Management Agency Business Mailing Address: 400 WORCESTER ROAD, FRAMINGHAM, MA 01702 Billing Address (if different): Contract Manager: JUDY WHITCHER E-Mail Address: JUDY.WHITCHER@STATE.MA.US Phone: (508) 820-2057 Fax: (508) 820-1401 TTY: MMARS Doc ID(s): CT-CDA-BOUSIDESECT38MAYFLD RFP/Procurement or Other ID Number (if applicable): n/a Account(s) Funding Contract: 1599-2005	
---	--	--	--

X NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ 333,19
 Rate Contract (Attach details of rate(s) units and any calculations):

The following **COMMONWEALTH TERMS AND CONDITIONS** for this Contract has been executed and filed with CTR (Check only one):
 Commonwealth Terms And Conditions
 Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (Check one option only):
 Single Department Procurement/Single Department User Contract
 Single Department Procurement/Multiple Department User Contract
 Multiple Department Procurement/Limited Department User Contract
 Statewide Contract (OSD or an OSD-designated Department)
 Grant (as defined by 815 CMR 2.00)
 Emergency Contract (attach justification)
 Contract Employee (Complete *Employment Status Form*)
 Collective Purchase (attach OSD approval)
 Legislative/Legal Exemption (attach authorizing language)
 Other (Specify and attach documentation): **ADDITIONAL STATE SHARE**

ANTICIPATED START DATE: July 1, 2007 (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: June 30, 2008

CONTRACT AMENDMENT/RENEWAL

ENTER **CURRENT CONTRACT START and END DATES** (prior to amendment)
 Current Start Date: _____ Current End Date: _____

COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)
 NO Compensation Change (Skip to "OTHER" section below and select change)
 Redistribute Budget Line Items (No Maximum Obligation Change)
 Maximum Obligation Change.
 a) **Current Total Contract Maximum Obligation**: \$ _____
 (Total Contract Maximum Obligation, including all prior amendments).
 b) **Amendment Amount ("+" or "-")**: \$ _____
 c) **NEW TOTAL CONTRACT MAXIMUM OBLIGATION**: \$ _____
 Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)
 Amend Duration Only (No Compensation or Performance Change)
 Amend Scope of Services/Performance Only (no budget impact.)
 Interim Contract (Temporary Extension to complete new Procurement)
 Other: (Describe Details and Attach documentation):

ANTICIPATED START DATE: _____ (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)
NEW CONTRACT END DATE: _____

→ **PROMPT PAYMENT DISCOUNTS**: Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See *Prompt Payment Discount Policy*:
 ___ % Within 10 Days ___ % Within 15 Days ___ % Within 20 Days ___ % Within 30 Days OR, Check off the following if:
 Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT (Reference to attachments is insufficient):
 PW # **REIMBURSEMENT FOR ADDITIONAL STATE SHARE AS APPROVED UNDER SECTION 38, ITEM 1599-2005 OF SECTION 2A OF CHAPTER 81 OF THE ACTS OF 2005 FOR THE MAY 2006 FLOODS FEMA 1642**

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached *Contractor Certifications*, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*, the terms of the attached *Instructions*, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only):**

1. the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR
 2. any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

→ X: Donald E. Cusson Date: 2/15/08
 (Signature and Date Must Be Handwritten At Time of Signature)
 → Print Name: Donald E. Cusson
 → Print Title: Director FEMA

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: C. Faith Stewart
 Print Title: Fiscal Coordinator



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

Nancy E. Stevens
MAYOR

Karen A. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

February 28, 2008

Council President Arthur G. Vigeant
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

The Council on Aging recently received a Service Incentive Grant (FY08) from the Executive Office of Elder Affairs in the amount of \$4,528. These funds are expressly identified for use in the purchase of a software database management system which is planned for use in completing required state/municipal reports and grant applications.

As outlined in MGL, Chapter 44, Section 53A, I am recommending that the City Council approve the expenditure of these funds for the purposes outlined. I respectfully request your approval this evening as this approval was received by my office subsequent to the February 25th Council Meeting and acceptance deadline for same is March 14, 2008.

As always, please feel free to call with any questions or concerns.

Sincerely,

Nancy E. Stevens
Mayor

72

February 25, 2008

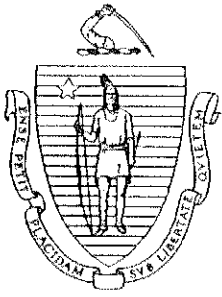
Karen/Nancy,

This is an incentive grant from the state approved to purchase a specific computer software program for the Council on Aging to maintain data directly related to required state reports as well as other uses such as grant applications and annual reports to the City.

The \$4,528 is matched to a quote from the company from which we will be purchasing the software.

Thank you for your signature on the CASL form and if needed an expedited presentation to the Council.

Thanks,
Amy



The Commonwealth of Massachusetts
Executive Office of Elder Affairs
One Ashburton Place, Boston, MA 02108

73

DEVAL L. PATRICK
Governor

TIMOTHY P. MURRAY
Lieutenant Governor

MICHAEL E. FESTA, ESQ.
Secretary

SANDRA K. ALBRIGHT
Undersecretary

Tel: (617) 727-7750
Fax: (617) 727-9368
TTY/TTD 1-800-872-0166
www.mass.gov/elder

2/19/2008

Amy Loveless, Exec. Director
Marlborough Council on Aging
250 Main St.
Marlborough, MA 01752

RE: Council on Aging Service Incentive Grant-- Fiscal Year 2008.

The Executive Office of Elder Affairs is pleased to announce a Service Incentive Grant award of \$4,528.

This grant will be used to upgrade the Council on Aging's database management system.

This grant is subject to the Additional Terms and Conditions as well as the (amended) Standard Contract Form. The effective period of this award commences with the date of this letter.

In order to ensure prompt payment of grant funds, please submit any required material to the Executive Office of Elder Affairs, 1 Ashburton Place, 5th floor, Boston, MA 02108-1518, ATTN: COA Program Manager, no later than March 14, 2008.

Sincerely,

A handwritten signature in black ink, appearing to read "Michael E. Festa".

Michael E. Festa

74

CITY OF MARLBOROUGH
NOTICE OF GRANT AWARD

DEPARTMENT: Council on Aging DATE: 26-Feb-08

PERSON RESPONSIBLE FOR GRANT EXPENDITURE: Amy Loveless, Exec. Director

NAME OF GRANT: Service Incentive Grant

GRANTOR: Exec Office of Elder Affairs

GRANT AMOUNT: \$4,528.00

GRANT PERIOD: FY08

SCOPE OF GRANT/
ITEMS FUNDED Specific to proposal
software for Council on Aging
database management system

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? NO

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: URGENT

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, to be used for New Contracts and Contract Amendments/Renewals, 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)* for use by all Commonwealth Departments. Any changes to the official printed language of this form shall be void. Additional non-conflicting terms may be added by Attachment. Contractors should only complete sections marked with a "→". For Instructions and hyperlinks (italics), please view this form at: www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*.



→ Contractor Legal Name (and d/b/a): Marlborough Council on Aging		Department MMARS Alpha Code and Name: ELD: Executive Office of Elder Affairs	
→ Legal Address (from W-9): 250 Main St. Marlborough, MA 01752		Business Mailing Address: One Ashburton Place, 5 th Floor	
→ Payment Remittance Address (from W-9):		Billing Address (if different): Boston, MA 02108	
→ Contract Manager: Amy Loveless		Contract Manager: Emmett Schmarsow	
→ E-Mail Address: aloveless@marlborough-ma.gov	→ Phone: 508-485-6492	→ E-Mail Address: emmett.schmarsow@state.ma.us	→ Phone: 617-222-7471
→ Fax:	→ TTY:	→ Fax: 617-727-9368	→ TTY:
→ State of Incorporation (if a corporation) or "N/A":		MMARS Doc ID(s): CT ELD5COA170000000002005	
→ Vendor Code: VC6000192111		RFFV/Procurement or Other ID Number (if applicable): N/A	
MMARS Object Code: PO1		Account(s) Funding Contract: 9110-9002	

NEW CONTRACT

COMPENSATION (Check only one):
 Total **Maximum Obligation** of this Contract \$ _____
 Rate Contract (Attach details of rate(s) units and any calculations):

The following **COMMONWEALTH TERMS AND CONDITIONS** for this Contract has been executed and filed with CTR (Check only one):
 Commonwealth Terms And Conditions
 Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (Check one option only):
 Single Department Procurement/Single Department User Contract
 Single Department Procurement/Multiple Department User Contract
 Multiple Department Procurement/Limited Department User Contract
 Statewide Contract (OSD or an OSD-designated Department)
 Grant (as defined by *815 CMR 2.00*)
 Emergency Contract (attach justification)
 Contract Employee (Complete *Employment Status Form*)
 Collective Purchase (attach OSD approval)
 Legislative/Legal Exemption (attach authorizing language)
 Other (Specify and attach documentation):

ANTICIPATED START DATE: _____ (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: _____

X CONTRACT AMENDMENT/RENEWAL

ENTER **CURRENT CONTRACT START and END DATES** (prior to amendment)
 Current Start Date: 07 01 2004 Current End Date: 06 30 2009

COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)
 NO Compensation Change (Skip to "OTHER" section below and select change)
 Redistribute Budget Line Items (No Maximum Obligation Change)
 Maximum Obligation Change.

a) **Current Total Contract Maximum Obligation: \$158649**
 (Total Contract Maximum Obligation, including all prior amendments).
 b) **Amendment Amount ("+" or "-"): \$4528.**
 c) **NEW TOTAL CONTRACT MAXIMUM OBLIGATION: \$163177.**

Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)
 Amend **Duration Only** (No Compensation or Performance Change)
 Amend **Scope of Services/Performance Only** (no budget impact.)
 Interim Contract (Temporary Extension to complete new Procurement)
 Other: (Describe Details and Attach documentation):

ANTICIPATED START DATE: July 1, 2007 (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)
NEW CONTRACT END DATE: N/C

→ **PROMPT PAYMENT DISCOUNTS.** Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See *Prompt Payment Discount Policy*:
 % Within 10 Days % Within 15 Days % Within 20 Days % Within 30 Days OR, Check off the following if:
 Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: This grant is awarded to provide additional funding to municipal Councils on Aging or other eligible entities as authorized under Account #9110-9002 for local elder service programs, activities and services including but not limited to staffing, operations and/or related costs. The grant amount(s) for Fiscal Year 2008 are noted on the award letter(s) issued by Elder Affairs.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached *Contractor Certifications*, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osc under *Guidance For Vendors - Forms* or at www.mass.gov/osd under *OSD Forms*, the terms of the attached *Instructions*, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only):**

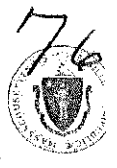
1. the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR
 2. any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final Settlement and Release of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

→ X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 → Print Name: _____
 → Print Title: _____

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)
 Print Name: Peter J. Tiernan
 Print Title: Director of Administration and Finance



→ <u>Contractor Legal Name</u> (and d/b/a): Marlborough Council on Aging	<u>Department MMARS Alpha Code and Name</u> : ELD: Executive Office of Elder Affairs
→ <u>Legal Address</u> (from W-9): 250 Main St. Marlborough, MA 01752	<u>Business Mailing Address</u> : One Ashburton Place, 5 th Floor
→ <u>Payment Remittance Address</u> (from W-9):	<u>Billing Address</u> (if different): Boston, MA 02108
→ <u>Contract Manager</u> : Amy Loveless	<u>Contract Manager</u> : Emmett Schmarsow
→ <u>E-Mail Address</u> : aloveless@marlborough-ma.gov	→ <u>E-Mail Address</u> : emmett.schmarsow@state.ma.us
→ Phone: 508-485-6492	→ Phone: 617-222-7471
→ Fax:	→ Fax: 617-727-9368
→ TTY:	→ TTY:
→ <u>State of Incorporation</u> (if a corporation) or "N/A":	<u>MMARS Doc ID(s)</u> : CT ELD5COA170000000002005
→ <u>Vendor Code</u> : VC6000192111	<u>RFF/Procurement or Other ID Number</u> (if applicable): N/A
<u>MMARS Object Code</u> : PO1	<u>Account(s) Funding Contract</u> : 9110-9002

NEW CONTRACT

COMPENSATION (Check only one):
 Total Maximum Obligation of this Contract \$ _____
 Rate Contract (Attach details of rate(s) units and any calculations):

The following COMMONWEALTH TERMS AND CONDITIONS for this Contract has been executed and filed with CTR (Check only one):
 Commonwealth Terms And Conditions
 Commonwealth Terms And Conditions For Human And Social Services

PROCUREMENT OR EXCEPTION TYPE (Check one option only):
 Single Department Procurement/Single Department User Contract
 Single Department Procurement/Multiple Department User Contract
 Multiple Department Procurement/Limited Department User Contract
 Statewide Contract (OSD or an OSD-designated Department)
 Grant (as defined by 815 CMR 2.00)
 Emergency Contract (attach justification)
 Contract Employee (Complete Employment Status Form)
 Collective Purchase (attach OSD approval)
 Legislative/Legal Exemption (attach authorizing language)
 Other (Specify and attach documentation):

ANTICIPATED START DATE: _____ (Enter the Date Contract Obligations may begin. Review Certification for Effective Date Below prior to entry.)
CONTRACT END DATE: _____

CONTRACT AMENDMENT/RENEWAL

ENTER CURRENT CONTRACT START and END DATES (prior to amendment)
 Current Start Date: 07 01 2004 Current End Date: 06 30 2009

COMPENSATION: (Check Either, "No Compensation Change"; "Maximum Obligation" or "Rate change". ATTACH Amended Scope and Budget to support Amendment.)
 NO Compensation Change (Skip to "OTHER" section below and select change)
 Redistribute Budget Line Items (No Maximum Obligation Change)
 Maximum Obligation Change.

a) Current Total Contract Maximum Obligation: \$158649
 (Total Contract Maximum Obligation, including all prior amendments).
 b) Amendment Amount ("+" or "-"): \$4528.
 c) NEW TOTAL CONTRACT MAXIMUM OBLIGATION: \$163177.

Rate Changes to Rate Contract

OTHER: (Check option, explain under "Brief Description" below, and attach documentation.)
 Amend Duration Only (No Compensation or Performance Change)
 Amend Scope of Services/Performance Only (no budget impact).
 Interim Contract (Temporary Extension to complete new Procurement)
 Other: (Describe Details and Attach documentation):

ANTICIPATED START DATE: July 1, 2007 (Enter the Date Amendment Obligations may begin. Review Certification for Effective Date Below prior to entry.)
NEW CONTRACT END DATE: N/C

→ PROMPT PAYMENT DISCOUNTS: Contractor has agreed to the following Prompt Pay Discounts for the listed Payment Issue Dates. See Prompt Payment Discount Policy.
 % Within 10 Days % Within 15 Days % Within 20 Days % Within 30 Days -OR- Check off the following if:
 Contractor either claims hardship, or chooses not to provide PPD, or compensation is not subject to prompt pay discounts (grants, non-commodity or non-service compensation)

BRIEF DESCRIPTION OF CONTRACT PERFORMANCE OR REASON FOR AMENDMENT: This grant is awarded to provide additional funding to municipal Councils on Aging or other eligible entities as authorized under Account #9110-9002 for local elder service programs, activities and services including but not limited to staffing, operations and/or related costs. The grant amount(s) for Fiscal Year 2008 are noted on the award letter(s) issued by Elder Affairs.

CERTIFICATIONS: Notwithstanding verbal or other representations by the parties, or an earlier Start date listed above, the "Effective Date" of this Contract or Amendment shall be the latest date this Contract or Amendment has been executed by an authorized signatory of the Contractor, the Department, a later Contract or Amendment Start Date specified above, or the date of any required approvals. By executing this Contract/Amendment, the Contractor makes, under the pains and penalties of perjury, all certifications required under the attached Contractor Certifications, and has provided all required documentation noted with a "→", or shall provide any required documentation upon request, and the Contractor agrees that all terms governing performance of this Contract and doing business in Massachusetts are attached or incorporated by reference herein, including the terms of the applicable Commonwealth Terms and Conditions available at www.mass.gov/osc under Guidance For Vendors - Forms or at www.mass.gov/osd under OSD Forms, the terms of the attached Instructions, the Request for Response (RFR), solicitation (if applicable) or other authorization, the Contractor's response to the RFR or solicitation (if applicable), and any additional negotiated performance or budget provisions. The terms of this Contract shall survive its termination for the purpose of resolving any claim, dispute or other Contract action, or for effectuating any negotiated representations and warranties. **THE PARTIES HEREBY ALSO CERTIFY THAT (Check one option only):**

1. the Contractor has NOT incurred any obligations triggering a payment obligation for dates prior to the Effective Date of this Contract or Amendment; OR
 2. any obligations incurred by the Contractor prior to the Effective Date of this Contract or Amendment (for which a payment obligation has been triggered) are intended to be part of this Contract/Amendment and shall be considered a final **Settlement and Release** of these obligations which are incorporated herein, and upon payment of these obligations, the Contractor forever releases the Commonwealth from any further claims related to these obligations.

AUTHORIZING SIGNATURE FOR THE CONTRACTOR:

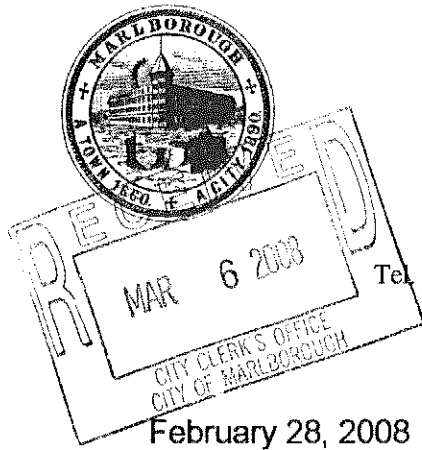
→ X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

→ Print Name: _____
 → Print Title: _____

AUTHORIZING SIGNATURE FOR THE DEPARTMENT:

X: _____ Date: _____
 (Signature and Date Must Be Handwritten At Time of Signature)

Print Name: Peter J. Tierman
 Print Title: Director of Administration and Finance



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

Nancy E. Stevens
MAYOR

Karen A. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

February 28, 2008

Council President Arthur G. Vigeant
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

On behalf of Library Director, Sal Genovese, I am submitting herewith correspondence received from the Office of the Attorney General for the Commonwealth which indicates that the City's public library has been selected to receive a cash distribution in connection with the 2002 settlement of an antitrust case brought by the Commonwealth and other states against certain music retailers and companies. While still to be finalized, it is anticipated that the value of said legal award would not be less than \$300.

Pursuant to MGL Chapter 44, Section 53A, acceptance of this money requires approval of the Mayor and City Council. I have attached a completed legal award form, the municipal acceptance form, and a copy of the relative correspondence from the Attorney General's Office. Due to the fact that this form must be completed and returned to the AG's Office no later than March 13th, I respectfully request your vote and sign-off this evening. This form was received by my office on February 27th – post last scheduled City Council meeting.

As always, please feel free to contact me with any questions or concerns.

Sincerely,

A handwritten signature in black ink, appearing to read 'Nancy E. Stevens', written in a cursive style.

Nancy E. Stevens
Mayor

82



Marlborough Public Library

35 West Main Street
Marlborough, MA 01752
508-624-6900


February 29, 2008

Dear Mayor Stevens,

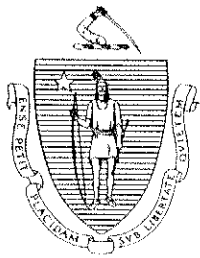
On behalf of the Marlborough Public Library, I am asking that you bring before the City Council a request of approval of a cash distribution of residual funds in connection with the 2002 settlement of a compact disc antitrust case.

I will be happy to provide you with more information if needed.

Thank you for your time,


Salvatore Genovese, Director

83



THE COMMONWEALTH OF MASSACHUSETTS
OFFICE OF THE ATTORNEY GENERAL

ONE ASHBURTON PLACE
BOSTON, MASSACHUSETTS 02108

MARTHA COAKLEY
ATTORNEY GENERAL

(617) 727-2200
www.ago.state.ma.us

January 28, 2008

Salvatore Genovese, Director
Marlborough Public Library
35 West Main St.
Marlborough, MA 01752-5510

Re: **Compact Disc Antitrust Litigation**

Dear Director Genovese:

On behalf of Attorney General Martha Coakley, this is to inform you that your public library has been selected to receive a cash distribution of residual funds in connection with the 2002 settlement of the antitrust case brought by the Massachusetts Attorney General's Office and Attorneys General in other states against certain music companies and retailers. While the final amount is subject to change, we anticipate that your library will receive a distribution of at least \$300. For municipalities with more than one library, the funds will be sent to the library that received the CD shipment in 2004 to be shared among the public libraries in the municipality.

This distribution, as approved by the court, is made for the express purpose of furthering music related programs or projects at your public library. Therefore, the funds should be used exclusively by your public library for music related programs or projects, which may include (but are not limited to) expanding your music collections. Such funds must supplement existing funding for music related programs or projects at the public library, and cannot be used to replace existing funding. The funds cannot be used for administrative expenses, other than nominal administrative expenses related to such music related programs or projects.

Pursuant to M.G.L. c.44, §53A, acceptance of this monetary distribution must be approved by the appropriate municipal officials: in cities having a Plan D or Plan E form of government, approval of the city manager and city council; in all other cities with the approval of the mayor and city council; in towns with the approval of the board of selectmen; and in districts with the approval of the prudential committee, if any, otherwise the commissioners. A copy of M.G.L. c.c.44, §53A is attached for your convenience.



84

If your library wishes to accept this cash distribution, you will need to return the enclosed Acceptance form evidencing approval by the appropriate municipal officials. The form should be returned to the Attorney General's Office in the enclosed envelope by March 13, 2008.

If you have any questions about your cash distribution, please contact either me, Keith McWhorter, Paralegal in the Attorney General's Antitrust Division, at (617) 727-2200, Ext. 2943, or Marlene Heroux, Reference Information Systems Specialist, Massachusetts Board of Library Commissioners, at (617) 725-1860, Ext. 250.

I thank you for your assistance, and the assistance of the Massachusetts Board of Library Commissioners, in making this distribution possible.

Sincerely yours,



Keith McWhorter, Paralegal
Antitrust Division

Enclosures

85

CITY OF MARLBOROUGH
NOTICE OF LEGAL AWARD

DEPARTMENT: Library DATE: February 28, 2008

PERSON RESPONSIBLE FOR AWARD EXPENDITURE: Salvatore Genovese, Library Dir.

NAME OF AWARD: Compact Disc Antitrust Litigation

SOURCE: Commonwealth of Massachusetts-Office of the Attorney Ge

AWARD AMOUNT: Minimum \$300 (estimated)

AWARD PERIOD: N/A

SCOPE OF AWARD/
ITEMS FUNDED Cash distribution of residueal funds associated with
2002 settlement of antitrust case by AG Office of MA
and other states against certain music cos/retailers.
Distribution is made for express purpose of furthering
music related programs or projects at public libraries
identified.

IS A POSITION BEING
CREATED: No

IF YES: CAN FRINGE BENEFITS BE PAID FROM (AWARD)? _____

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?
None

IS THERE A DEADLINE FOR CITY COUNCIL APPROVAL: March 13, 2008

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

86

**COMPACT DISC SUPPLEMENTAL DISTRIBUTION
LIBRARY/MUNICIPAL ACCEPTANCE FORM**

On behalf of the Marlborough Public Library, and pursuant to M.G.L. c.44, §53A,

I / we

(check one): **ACCEPT** or **CHOOSE NOT TO ACCEPT**

the cash distribution in connection with the Attorney Generals' Compact Disc Litigation Settlement, under the terms approved by the court. I / We understand that these terms require: (i) that these funds and any earned interest shall be used exclusively by the library for music related programs or projects; (ii) that such funds must supplement existing funding for music related programs or projects at the public library, and cannot be used to replace existing funding; and (iii) that these funds cannot be used for administrative expenses, other than nominal administrative expenses related to such music related programs or projects.

If I / we have accepted the cash distribution, I / we evidence that the appropriate municipal officials have approved acceptance of this distribution to the library, pursuant to M.G.L. c.44, §53A.

SIGNATURES OF APPROPRIATE MUNICIPAL OFFICIALS (OR OTHER EVIDENCE OF APPROVAL PURSUANT TO M.G.L. c.44, §53A):

_____ Name (print)	_____ Name (print)	_____ Name (print)
_____ Signature	_____ Signature	_____ Signature
_____ Title	_____ Title	_____ Title
_____ Date	_____ Date	_____ Date

SIGNATURE OF LIBRARIAN OR DESIGNEE: *Salvatore Gerace*

PLEASE RETURN THIS FORM TO: Keith McWhorter, Paralegal, Antitrust Division, Office of the Attorney General, One Ashburton Place, Boston, MA 02108



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

9
Nancy E. Stevens
MAYOR

Karen A. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

MAR 6 2008
CITY CLERK'S OFFICE
CITY OF MARLBOROUGH, MA
March 5, 2008

Council President Arthur G. Vigeant
Marlborough City Council
Marlborough City Hall -2nd Floor
140 Main Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

Now that House Bill No. 4289 has been signed by Governor Patrick, the City is free to join the MetroWest Regional Transit Authority. In order to transition from membership in the Worcester Regional Transit Authority to the MetroWest Regional Transit Authority, the following steps must be completed:

1. The City Council must formally vote to join the MetroWest Regional Transit Authority.
2. A letter reporting said vote must be sent to the Governor with copies to the Secretary of Transportation and the MetroWest RTA Advisory Board.
3. The City must formally request admission to the Metrowest RTA and its Advisory Board must vote to allow the City of Marlborough admission.

To move this process along further, I am attaching correspondence from the City Solicitor which summarizes supporting events to date and offers a proposed Order which would provide for the City to become a member of the MetroWest Regional Transit Authority effective July 1, 2008. I respectfully request that the City Council approve said order and transmit the required notifications as outlined above in Items #2 and #3.

As always, please feel free to call with any questions or concerns.

Sincerely

Nancy E. Stevens
Mayor

92



City of Marlborough
Legal Department

140 MAIN STREET
MARLBOROUGH, MASSACHUSETTS 01752
TEL. (508) 460-3771 FACSIMILE (508) 460-3698 TDD (508) 460-3610
LEGAL@MARLBOROUGH-MA.GOV

DONALD V. RIDER, JR.
CITY SOLICITOR
CYNTHIA M. PANAGORE GRIFFIN
ASSISTANT CITY SOLICITOR
BEVERLY J. SLEEPER
CHIEF PROCUREMENT OFFICER
KATHERINE M. KIMBER
PARALEGAL

March 3, 2008

Nancy E. Stevens
Mayor
Marlborough City Hall
Marlborough, MA

RE: City of Marlborough's Membership in MetroWest Regional Transit Authority

Dear Mayor Stevens:

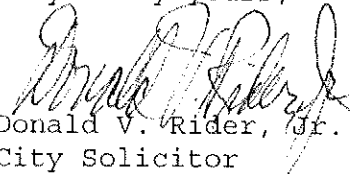
As you are aware, on July 23, 2007 the City Council approved Order No. 07100-1566A (enclosed), which authorized the start of the process to move the City of Marlborough from the Worcester Regional Transit Authority ("WRTA") to the MetroWest Regional Transit Authority ("MWRTA"). In particular, Order No. 07100-1566A authorized the use of a legislative petition "to leave the WRTA."

That legislative petition has taken the form of Chapter 25 of the Acts of 2008 (enclosed), entitled "An Act Further Regulating the City of Marlborough's Membership in a Regional Transit Authority." Approved on February 14, 2008, Chapter 25 removes the City from membership in the WRTA, and does so expressly "for the purpose of joining the MetroWest Regional Transit Authority."

In order to fulfill that purpose of joining the MWRTA, I have enclosed a proposed order for you to forward to the City Council for its consideration. If approved, the Council's order would then be forwarded to the State for its approval, and to the MWRTA advisory board for the same.

Thank you for your attention to this matter.

Very truly yours,


Donald V. Rider, Jr.
City Solicitor

Enclosures

ORDERED:

That, pursuant to Mass. Gen. Laws c. 161B, § 3, the City of Marlborough join as a member of the MetroWest Regional Transit Authority, effective July 1, 2008.

ADOPTED
In City Council
Order No. 08 -

Approved by Mayor
Nancy E. Stevens, Mayor
Date:

A TRUE COPY
ATTEST:
Date:



IN CITY COUNCIL

Marlborough, Mass., JULY 23, 2007

ORDERED:

Suspension of the Rules requested – granted

ORDERED:

Communication from the Mayor re: the issue of joining the newly formed MetroWest Regional Transit Authority. Currently, the City of Marlborough is a member of the Worcester Regional Transit Authority which administers our AVCOA paratransit for the City's disabled and senior populations. In order to move to the MetroWest RTA, a municipal vote to withdraw from the Worcester RTA will be required as part of next November election process.

MOTION:

To start the process the process to move from the WRTA to MWRTA be and is herewith **APPROVED**.

MOTION:

To utilize the Legislative petition to leave the WRTA, be and is herewith **APPROVED**.

(Councilor Schafer abstained)

(Councilor Ferro opposed)

ADOPTED

In City Council

Order No. 07100-1566A

Approved by Mayor

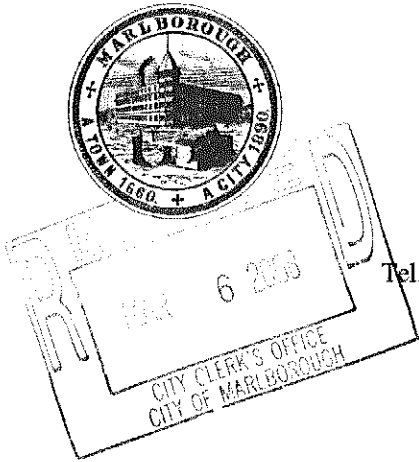
Nancy E. Stevens

Date:

A TRUE COPY

ATTEST:

City Clerk



City of Marlborough
Office of the Mayor

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

101
Nancy E. Stevens
MAYOR

Karen H. Kisty
EXECUTIVE AIDE

Diane C. Halper
EXECUTIVE SECRETARY

March 6, 2008

Council President Arthur G. Vigeant
Marlborough City Council
Marlborough City Hall – 2nd Floor
140 Main Street
Marlborough, MA 01752

Honorable President Vigeant and Councilors:

On Tuesday, March 4th, I met with Assabet Valley Regional Technical School personnel along with representatives from the Towns of Hudson, Southborough and Maynard.

The purpose of the meeting was to address the issues brought forth in the Inspector General report of February 2008. There were seven findings listed in this report, but our focus was on Finding #1 regarding accounting practices and surplus funds.

We reviewed information presented including the Independent Auditor's report June 2006, Assabet's detailed response to each finding, Earned Revenue Report, NEASC Decennial Report May 2006, Department of Revenue certification letters for FY02 through FY06, and a letter dated February 27, 2008 from Kieliszak, Eggert & Company Ltd., copies of which are attached.

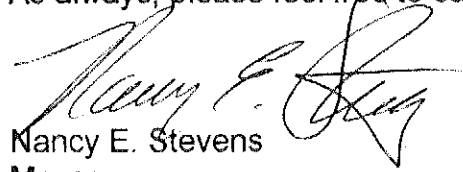
After a lengthy, in-depth discussion, the group representing the sending districts does not believe at this time that there has been improper use of funds. We are, however, waiting to see the Independent Auditor's Report for FY07 as well as the DOR certification for same. These are expected in late March/early April. I will forward copies to you as soon as they are received.

We are, however, asking that they, through the School Committee, review their policies regarding the use of revolving funds and special revenue accounts.

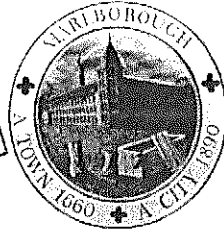
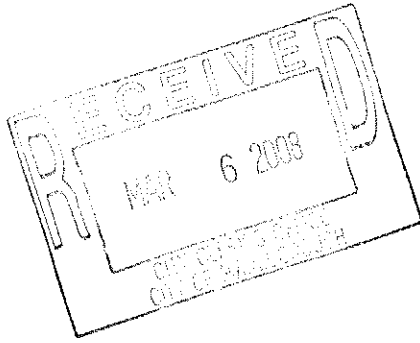
I will be in attendance on Monday evening should you need any further information, but at this point I am awaiting same.

As always, please feel free to call with any questions or concerns.

102



Nancy E. Stevens
Mayor



CITY OF MARLBOROUGH
Department of Public Works
Office of the Commissioner
135 Neil Street
Marlborough, Massachusetts 01752
(508) 624-6910 Ext. 7200
Facsimile (508) 624-7699 TDD (508) 460-3610

March 6, 2008

Arthur Vigeant, President
Marlborough City Council
City Hall, 140 Main Street
Marlborough MA 01752

Dear President Vigeant and Members:

I have enclosed for your consideration and acceptance a Grant of Easement to the City of Marlborough from George T. Voyiatzis, Trustee of the Bolton Granger Realty Trust. The Easement is intended to provide more efficient access and egress to and from South Bolton Street and Weed Street Extension. Also enclosed for your reference is a portion of the plan depicting the Easement.

I will be available to answer any specific questions relative to this matter.

Very truly yours,

Ronald M. LaFreniere
Commissioner of Public Works

Enclosures

cc: Nancy E. Stevens, Mayor
Thomas P. Temple, Assistant Commissioner, Operations
Thomas E. Cullen, Jr., City Engineer
Donald V. Rider, Jr., City Solicitor
Cynthia Panagore Griffin, Assistant City Solicitor

11/2

GRANT OF EASEMENT

I, GEORGE T. VOYIATZIS, of Framingham, Worcester County, Massachusetts, Trustee of the Bolton Granger Realty Trust, u/d/t dated January 2, 2005 and recorded with the Middlesex South Registry of Deeds in Book 45709, Page 106, (hereinafter referred to as the "Grantor") in consideration of less than ONE HUNDRED (\$100.00) DOLLARS, paid,

Hereby grant to the CITY OF MARLBOROUGH, a municipal corporation formed under the laws of the Commonwealth of Massachusetts, and having an address of 140 Main Street, Marlborough, MA 01752 (hereafter referred to as the "Grantee"),


With Quitclaim Covenants, an exclusive and perpetual right and easement in the land of the Grantor described as follows:

To maintain an access and egress easement within the property identified as Parcel "A" and shown on a plan entitled, "Plan of Municipal Easement for Access and Egress, Marlborough, Massachusetts, Prepared By: City of Marlborough Department of Public Works Engineering Division, Scale: 1"= 20', Date: May 25, 2007", said Plan to be recorded at the Middlesex South District Registry of Deeds herewith.

The easement area consists of 821 square feet, more or less, according to said Plan.

The grant of easement is and shall be binding upon the Grantor, his successors and/or assigns, and inures to the benefit of the City of Marlborough.

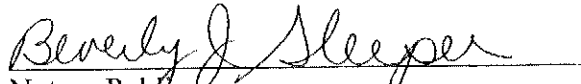
Grantor hereby executes this Grant of Easement under seal this 13 day of December, 2007.

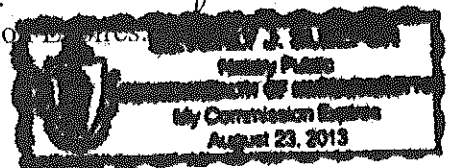

GEORGE T. VOYIATZIS
Trustee of the Bolton Granger Realty Trust

COMMONWEALTH OF MASSACHUSETTS

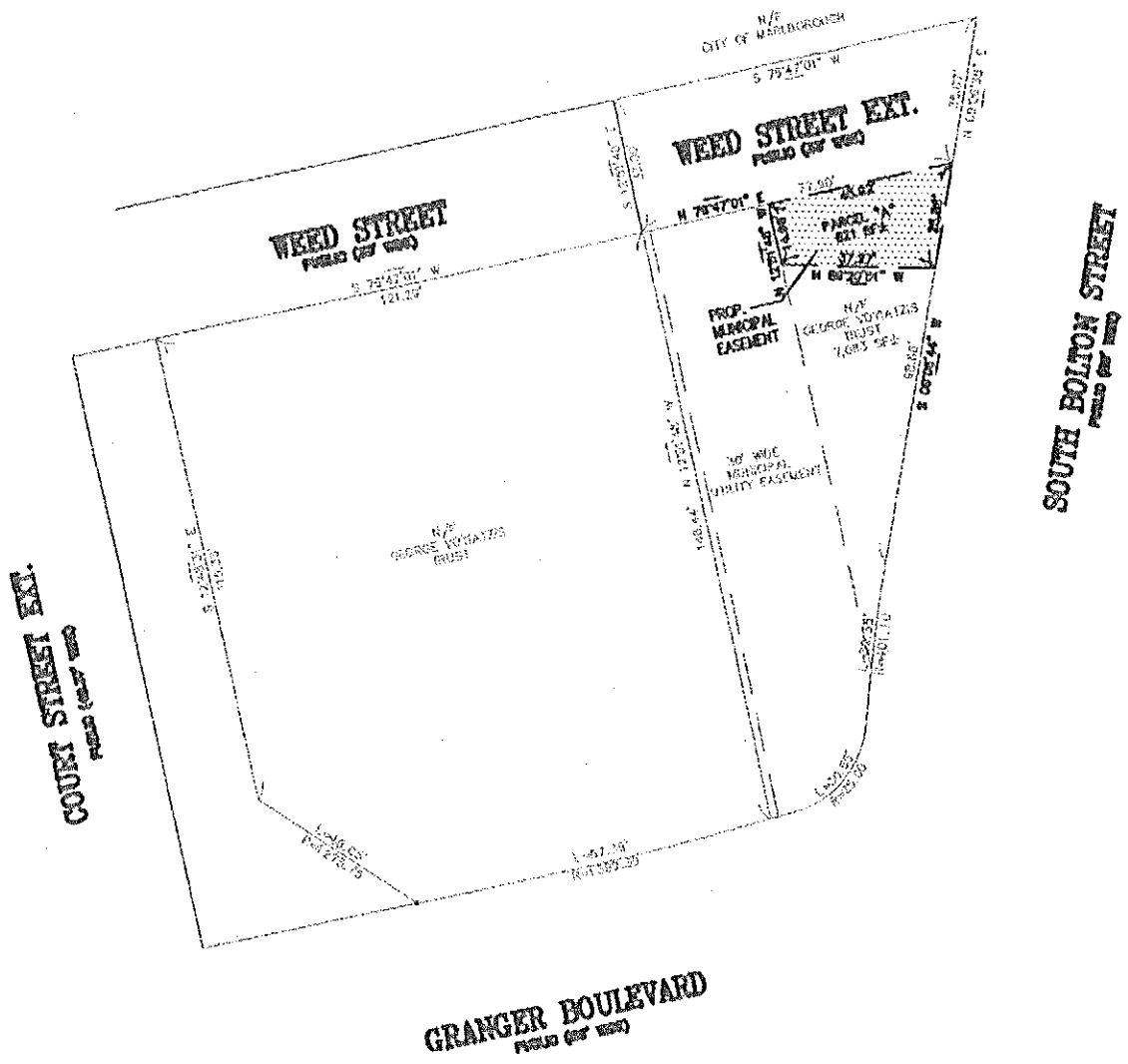
Middlesex, ss

On this 13th day of December, 2007, before me, the undersigned notary public, personally appeared the above named individual(s), proved to me through satisfactory evidence of identification, which was drivers license, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed it voluntarily for its stated purpose.

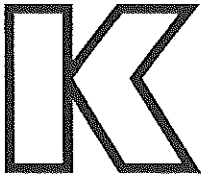

Notary Public:
My Commission Expires:



Property Address: 12 Weed Street, Marlborough, Massachusetts

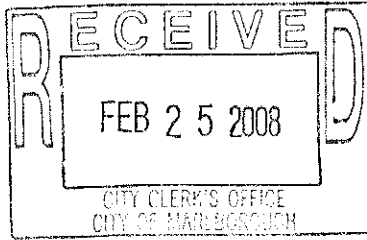


PARCEL	OWNER	EASEMENT	AREA
A	GEORGE VOHATZIS TRUSTEE BOLTON GRANGER REALTY TRUST	ACCESS & EGRESS	821 SF±



**Kimco
Realty
Corporation**

*Glenn W. Wilson
Regional Property Manager*



121

*Writer's Direct Dial: 860-561-0245
Writer's Direct Fax: 860-561-0426
E-Mail: gwilson@kimcorealty.com
Website: www.kimcorealty.com*

VIA: Federal Express

February 22, 2008

Marlborough City Hall
The City of Marlborough
Att: Town Clerk
140 Main Street
Marlborough, Ma 01752

Re: Grant of Easement
Termination of Sewer Easement
Operation and Maintenance Agreement

To whom it may concern;

Enclosed please find one copy each of the Termination of Sewer Easement, Operation and Maintenance Agreement, which have been executed on behalf of Shops at the Pond, LLC.

Sincerely,

Glenn W. Wilson, CMCA
Regional Property Manager
New England / Northern New York

122

Thomas, Lisa

From: City Council
Sent: Monday, March 03, 2008 2:46 PM
To: Thomas, Lisa
Subject: FW:FOR MARCH 10, 2008 AGENDA / Shops at the Pond LLC - Termination of Sewer Easement

From: LaFreniere, Ron
Sent: Monday, March 03, 2008 11:28 AM
To: City Council
Cc: Rider, Donald; Panagore Griffin, Cynthia; Kimber, Katherine; Cullen, Thomas; Twohig, John E.
Subject: RE: Shops at the Pond LLC - Termination of Sewer Easement

Karen,

The 2 documents you faxed to me for review do not provide the city the interest it will require to accept the sewage pumping station located in the vicinity of the Olive Garden Restaurant.

My understanding of the original agreement with New England Development was that the pumping station was going to sit on an independent parcel of land the fee to which was to be conveyed to the city when the time came to accept the station. One of the documents sent seeks to terminate an easement and O&M agreement between 2 private entities. The other document proposes to establish an "easement" over the entire parcel of land upon which the Olive Garden Restaurant sits. Much of the language in the latter document is unacceptable from the city's perspective, but I honestly don't think the proponents intended to do what the document proposes.

I have spoken with Bill Cronin at New England Development about this and he agrees that my understanding of the original intent for the city to own the fee in the property for the pump station is correct. He indicated he would be speaking with his attorney, John Twohig, and get back to me.

At this point, we just need to sit tight until we hear back from Atty. Twohig.

Ron

From: City Council
Sent: Monday, February 25, 2008 4:31 PM
To: LaFreniere, Ron
Subject: Shops at the Pond LLC - Termination of Sewer Easement

Commissioner:

I am faxing you documents, above-referenced, from Kimco Realty Corporation, dated February 22, 2008 for your review and comment.

The documents will be placed on the City Council's March 10, 2008 agenda.

/Karen Boule

TERMINATION OF SEWER EASEMENT, OPERATION AND MAINTENANCE AGREEMENT

THIS TERMINATION OF SEWER EASEMENT, OPERATION AND MAINTENANCE AGREEMENT (this "Termination") is executed as of the ____ day of _____, 2008 by and between UPPER RIVER ROAD LLC, a Massachusetts limited liability company having a mailing address of c/o New England Development, One Wells Avenue, Newton, Massachusetts 02459 ("Seller"), and SHOPS AT THE POND, LLC, a Delaware limited liability company having a mailing address c/o Kimco Realty Corporation, 3333 New Hyde Park Road, New Hyde Park, NY 11042 ("Buyer").

WITNESSETH:

Reference is made to the following facts which constitute the background to this instrument:

A. Buyer and Seller entered into that certain Sewer Easement, Operation and Maintenance Agreement dated January 22, 2004, which was recorded in the Middlesex South Registry of Deeds in Book 41834, Page 150 (the "Sewer Easement") relating to a certain Pump Station. All capitalized terms not otherwise defined herein shall have the meanings set forth in the Sewer Easement.

B. By Allocation of Sewer Capacity dated January 2, 2005, Seller allocated all of the remaining capacity of the Pump Station, as of the date thereof, to Solomon Pond Mall LLC (the "Allocation").

C. Section 1.01 of the Sewer Easement provides *inter alia* that the Sewer Easement shall terminate on the date upon which title to the Pump Station is transferred to and accepted by the City.

D. Title to the Pump Station has been transferred to and accepted by the City on or before the date hereof.

E. Seller and Buyer desire to confirm the termination of the Sewer Easement as a matter of record in accordance with the provisions set forth below.

NOW, THEREFORE, for good and valuable consideration in hand this day paid by each of the parties hereto to the other, the receipt and sufficiency of which are hereby acknowledged, Buyer and Seller hereby agree as follows:

1. Buyer and Seller acknowledge and agree that the Sewer Easement has been terminated as of the date hereof and shall be of no further force and effect; provided, however that the Allocation shall survive this Termination and remain in full force and effect.

2. Notwithstanding the provisions of Section 1 above, Buyer and Seller, and their respect successors, assigns and affiliates, shall have the right to utilize the Property's connections

existing as of the date of the Sewer Easement and to use the Pump Station as permitted by and in accordance with the Sewer Permits.

3. Seller and Buyer agree that all of the rights and obligations set forth herein shall run with the land and shall be binding upon all parties having or acquiring any right, title or interest in any of the Property or the Pump Station, and shall be for the benefit of each owner of any portion of any of the Property or Pump Station or any interest therein, and shall inure to the benefit of and be binding upon each successor in interest of each owner of the Property or Pump Station or any portion thereof or interest therein.

4. This Termination shall not be modified or amended in any respect except by a modification or amendment in writing signed by all affected parties.

5. The parties hereto from time to time shall execute, acknowledge and deliver such further documents and provide such further assurances as any other party hereto may reasonably request to memorialize any approvals or consents obtained pursuant to the terms of this Termination.

[Signature on following page]

125-

Executed as an instrument under seal as of the date set forth above.

SELLER:

UPPER RIVER ROAD LLC,
a Massachusetts limited liability company

By: SPM Manager LLC,
a Massachusetts limited liability company,
its Manager

By: _____ (SEAL)
Name:
Its Manager

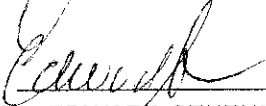
By: Marlborough Properties, Inc.,
a Delaware corporation, its Manager

By: _____ (SEAL)
Name: Thomas J. DeSimone
Title: Vice President
Hereunto duly authorized

BUYER:

SHOPS AT THE POND, LLC,
a Delaware limited liability company

By: Kimco Shops at the Pond 1117, Inc.,
its Sole Member

By:  _____ (SEAL)
Name: EDWARD SENENMAN
Title: Vice President
Hereunto duly authorized

126

COUNTY OF _____)
COMMONWEALTH OF MASSACHUSETTS) ss.

On this ____ day of _____, 200_, before me, the undersigned notary public, personally appeared _____, the _____ of SPM Manager LLC, manager of Upper River Road LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the above document voluntarily for its stated purpose.

Notary Public
My commission expires _____

COUNTY OF _____)
COMMONWEALTH OF MASSACHUSETTS) ss.

On this ____ day of _____, 200_, before me, the undersigned notary public, personally appeared _____, the _____ of Marlborough Properties, Inc., manager of Upper River Road LLC, proved to me through satisfactory evidence of identification, which was _____, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the above document voluntarily for its stated purpose.

Notary Public
My commission expires _____

COUNTY OF Nassau)
STATE OF New York) ss.
~~COMMONWEALTH OF MASSACHUSETTS~~)

On this 20 day of February, 2008, before me, the undersigned notary public, personally appeared Edward Senenman, the Vice President of Kimco Shops at the Pond 1117, Inc., the sole member of Shops at the Pond, LLC, ~~proved to me through satisfactory evidence of identification, which was~~ personally known to me, to be the person whose name is signed on the preceding document, and acknowledged to me that he signed the above document voluntarily for its stated purpose.

Josephine Engle

Notary Public
My commission expires _____

JOSEPHINE ENGLE
Notary Public, State of New York
No. 01ENG09873
Qualified in Queens County
Certificate on file in Nassau County
My Commission Expires 9/22/2011

127

GRANT OF EASEMENT

Shops at the Pond, LLC, a Delaware limited liability company with a mailing address of c/o Kimco Realty Corporation, 3333 New Hyde Park Road, New Hyde Park, NY 11042 ("Grantor"), for and in consideration of Ten Dollars (\$10.00) and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, does hereby GRANT to **The City of Marlborough**, a Massachusetts municipal corporation, with a mailing address of Marlborough City Hall, 140 Main Street, Marlborough, MA 01752 (the "Grantee"), with QUITCLAIM COVENANTS, the non-exclusive, perpetual right and easement to enter upon that portion of the property of Grantor described as Parcel B2 on Exhibit A attached hereto ("Parcel B2") when necessary with vehicles, persons and equipment for the purposes of installing, repairing, maintaining, making connection to and operating the sewer pump station owned by Grantee which is located on Parcel B2 and any replacement thereof (the "Pump Station").

Notwithstanding anything to the contrary herein contained, the rights and easements herein granted are granted subject to the following:

- (a) Grantee shall be responsible at its sole cost and expense for maintaining the Pump Station in good order, repair and condition. All work performed by Grantee on Parcel B2 shall be performed, and Grantee's rights hereunder shall be exercised, with a minimum of interference with Grantor's and any tenant's use and enjoyment of Parcel B2 and land adjacent thereto. Upon any occasion of disturbance by Grantee of Parcel B2 in connection with such work, Grantee shall promptly restore the surface of such land area as nearly as possible to its condition prior to such disturbance (or as mutually agreed upon).
- (b) The exercise by Grantee of the rights and easements herein granted shall be at the sole risk of Grantee, and Grantor shall have no responsibility or liability except for its own negligence and willful misconduct. By its acceptance of this Grant of Easement, the Grantee agrees to indemnify and hold the Grantor, its successors and assigns, harmless of and from any damage to persons or property to the extent resulting from the negligence or willful misconduct of the Grantee in the exercise of the rights and easements herein granted.
- (c) The provisions of this instrument shall be binding upon, and shall inure to the benefit of, the Grantor and the Grantee and their respective successors and assigns.
- (d) The rights and easements herein granted are subject to restrictions, covenants, easements and other encumbrances of record, to the extent in force and applicable.

128

EXECUTED as a sealed instrument as of the 20 day of February, 2008.

Shops at the Pond, LLC, a Delaware limited liability company

By: Kimco Shops at the Pond 1117, Inc., its Sole Member

By: [Signature]
Name: _____
Title: EDWARD SENENMAN
Vice President

State of New York)
County of Nassau) ss February 20, 2008

On this 20 day of February, 2008, before me, the undersigned notary public, personally appeared Edward Senenman, the Vice President of Shops at the Pond, LLC, a Delaware limited liability company, and ~~proved to me through satisfactory evidence of identification, which was a personally known to me,~~ to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he/she signed it voluntarily for its stated purpose.

[Signature]
Notary Public
My Commission Expires: _____

JOSEPHINE ENGLE
Notary Public, State of New York
No. 01EN6098873
Qualified in Queens County
Certificate on file in Nassau County
My Commission Expires 9/22/2011

129

We the undersigned members of the City Council of the City of Marlborough hereby accept and agree to the foregoing Grant of Easement to The City of Marlborough.

CITY COUNCIL OF THE CITY OF MARLBOROUGH

Councilor

Councilor

Councilor

Councilor

Councilor

COMMONWEALTH OF MASSACHUSETTS

County of Middlesex, ss. _____, 2008

On this ___ day of _____, 2008, before me, the undersigned notary public, personally appeared _____

_____,
Councilors of the City of Marlborough, and proved to me through satisfactory evidence of identification, which was a _____, to be the persons whose name is signed on the preceding or attached document, and acknowledged to me that they signed it voluntarily for its stated purpose.

Notary Public
My Commission Expires: _____

1210

EXHIBIT A

Legal Description

A CERTAIN PARCEL OF LAND SHOWN AS LOT B2 ON A PLAN BY HAYES ENGINEERING, INC. RECORDED IN THE MIDDLESEX (SOUTH) REGISTRY OF DEEDS AS PLAN NO. 331 OF 1998 AND SITUATED IN THE CITY OF MARLBOROUGH, COUNTY OF MIDDLESEX, COMMONWEALTH OF MASSACHUSETTS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE SOUTHERLY SIDELINE OF DONALD J. LYNCH BOULEVARD AT A STONE BOUND DRILL HOLE (FOUND); THENCE RUNNING

N46°17'38"E ALONG SAID SIDELINE A DISTANCE OF 611.98 FEET TO A POINT; THENCE RUNNING NORTHEASTERLY ALONG SAID SIDELINE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 2035.00 FEET, WITH AN ARC LENGTH OF 263.30 FEET TO A POINT; THENCE RUNNING N38°52'50"E ALONG SAID SIDELINE A DISTANCE OF 437.70 FEET TO A POINT; THENCE RUNNING NORTHEASTERLY ALONG SAID SIDELINE WITH A CURVE TURNING TO THE RIGHT WITH A RADIUS OF 965.00 FEET, WITH AN ARC LENGTH OF 73.27 FEET TO A POINT; THENCE RUNNING N43°13'51"E ALONG SAID SIDELINE A DISTANCE OF 181 FEET MORE OR LESS TO A POINT; THENCE TURNING AND RUNNING SOUTHEASTERLY BY THE CENTERLINE OF THE ASSABET RIVER A DISTANCE OF 345 FEET MORE OR LESS TO A POINT ON THE NORTHERLY SIDELINE OF INTERSTATE ROUTE 290; THENCE TURNING AND RUNNING S52°23'46"W ALONG SAID SIDELINE A DISTANCE OF 1843 FEET MORE OR LESS TO A POINT; THENCE TURNING AND RUNNING N01°32'53"W A DISTANCE OF 17.13 FEET TO A POINT ON THE SOUTHERLY SIDELINE OF DONALD J. LYNCH BOULEVARD; THENCE TURNING AND RUNNING NORTHEASTERLY ALONG SAID SIDELINE WITH A CURVE TURNING TO THE LEFT WITH A RADIUS OF 535.00 FEET, WITH AN ARC LENGTH OF 116.19 FEET TO THE POINT OF BEGINNING.

1211

City Council

From: City Council
Sent: Monday, February 25, 2008 4:31 PM
To: LaFreniere, Ron
Subject: Shops at the Pond LLC - Termination of Sewer Easement

Commissioner:

I am faxing you documents, above-referenced, from Kimco Realty Corporation, dated February 22, 2008 for your review and comment.

The documents will be placed on the City Council's March 10, 2008 agenda.

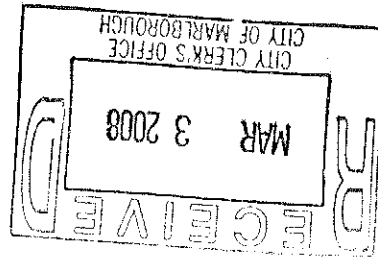
/Karen Boule

OLDE MARLBOROUGH, INC.

Room 107, 255 Main St., Marlborough, Ma. 01752 (508)579-0658

13

February 20, 2008



cc: Council
2/21/08

Arthur Vigeant
President
Marlborough City Council
City Hall
Marlborough, Ma. 01752

Re: Request to make presentation on a "Public Art Program" for the Downtown/
Central Business Area

On behalf of Olde Marlborough, Inc., a nonprofit cultural/historical organization (see section one of proposal), I would like to request from the City Council the opportunity to make a presentation of this exciting proposal ?

In this proposal, we are seeking two requests from the City as follows:

1. An amendment to the City's Sign Ordinance in regards to Public Art & Murals. We have attached (within the proposal), some proposed language.
2. The passing of an ordinance creating a "Public Art Program" within a designated area. We have attached (within the proposal) a proposed new ordinance and a map & description of the designated area.

We feel very strongly, that done professionally, artistically and esthetically correct, that this project would have a tremendous positive impact on not only the downtown, but also the entire city.

Olde Marlborough would welcome the opportunity to make the presentation of this proposal to the full Council and/or to appropriate council subcommittees.

Sincerely,

Robert J. Kane
Executive Director

cc: Mayor Stevens
Legal Department



14

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

To: Local Emergency Planning Committee
From: Donald E. Cusson Chairman
Date: February 5, 2008
Re: Monthly meeting February 20th, 2008 @ Central Fire Station 215 Maple Street @ 9:00 AM

1. Tier II reporting coming in.
2. R-911 in the final stages for up-grade, PO cut waiting for new voice cards for new lines installed. We will be able to make 2380 calls per hour.
3. Council requested we put on the web a form for anyone who wanted their cell phone listed in the R-911.
4. CPR classes etc continuing to take place. Planning on summer help certification.
5. Planning field trip to Maynard, FEMA facility. Next meeting will be a bus ride to Maynard to the facility, leave @ 9:00 AM sharp and will return by 12:30. Please let me know who will be going for security reason. I'll need names to submit before hand. The date is, **March 19th 2008, mark your calendar, please.**
6. Wireless, we have MOU in place for two additional sites, ready for installation of equipment, and hopefully start testing.
7. Received two extensions on two Grants from MEMA hopefully we can complete them.
8. Any thing else for the good of the LEPC from any member.
9. Please forward me your e-mail address, dcusson@marlborough-ma.gov,



LEPC

2-20-08

Jack McPartlen

Raytheon

Steve Kuciolak

RHEM

MICHAEL LOMBARDI

ROHM & HAAS EM

BARRY LUFTIG

RESIDENT

Von Landers

City Council

David Polenk

Mark Hoop

Karen Kisty

Mayor's Office

Donald E. Cosson

MARLBOROUGH EMT



143

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

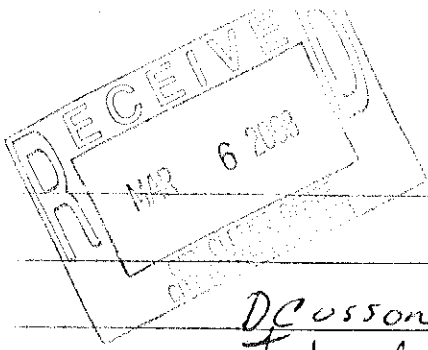
TO: Local Emergency Planning Committee

From: Donald E. Cusson Chairman

Date: December 12th, 2007

Re: Monthly meeting @ Central Fire Station December 19th, 2007 @ 9:00AM @
215 Maple Street.

1. November 17th Flu Clinic as an EDS, Emergency Dispensing Site, went very good. A lot of volunteers and a lot of good Ideas for future drills
2. CPR classes on going for all employees requesting and in need, and future classes of the EMD for dispatchers in the plans for January or February.
3. Reverse 911 half way with upgrade of services, shortly we will have Mass call available and we will be able to make 2,365 calls per hour in our own system.
4. DPW using the R-911 for calling in sanding and or plowing crews, and other important incidents.
5. Both the Board of Health and the CERT program were informed of this year funding criteria approval. Approximately \$3, 00.00 each worth of equipment.
6. Wireless partially on stream, going to start testing of the 900 MHZ wireless.
7. Month of October and November all firefighters completed a driver training of vehicle and trailer towing courses.
8. Anything else for benefit of the LEPC.



144

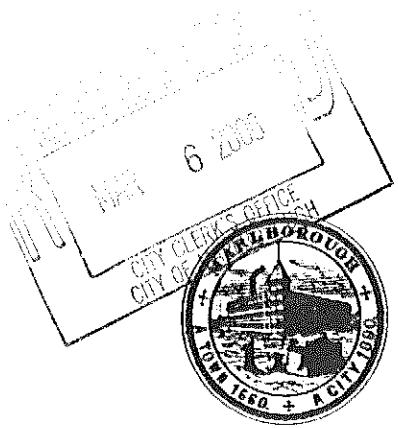
ZEPPE

12-19-2007

DCusson
Jack McPartlen
MICHAEL LOMBARDI
BARRY LUFTIG
David Polench

EMT
Raytheon
ROHM AND HAAS EM
RESIDENT
North Hospo

145



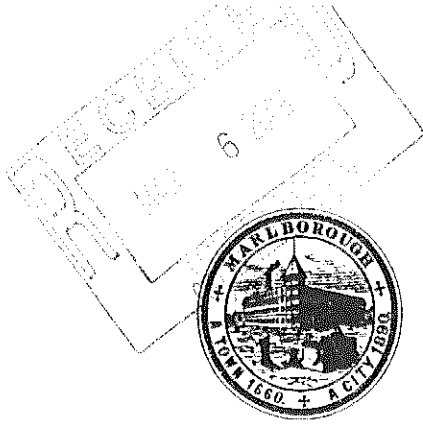
City of Marlborough
Emergency Management

Don Cusson
EMERGENCY MANAGEMENT
DIRECTOR

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

TO: Local Emergency Planning committee
From: Donald E. Cusson Chairman
Date: October 11th, 2007
Re: Monthly meeting @ Central Fire Station October 17th, 2007 @ 9:00 AM
@215 Maple Street.

-
1. MDU unit with Rohm and Hass went well on September 19th at their facility.
 2. October 4th drill at the UMASS Marlborough Hospital went well, lessons learnt.
 3. October 13th 2007, Household Hazardous Waste Collection Day, at the Easterly Waste Water Treatment Plant.
 4. Meeting with Department Heads for planning for the Flue Clinic at one of our, "Emergency Dispensing Sites", The Middle School on November 17th.
 5. Wireless back up and running. Plans been made for future facilities.
 6. ICS100 and NIMS 700 plans for classes after Election with new Elected People and to include the School system. Plus any new hires.
 7. CPR and AED training to be scheduled shortly.
 8. R-911 outcome from Public Safety Committee and Department Heads.



146

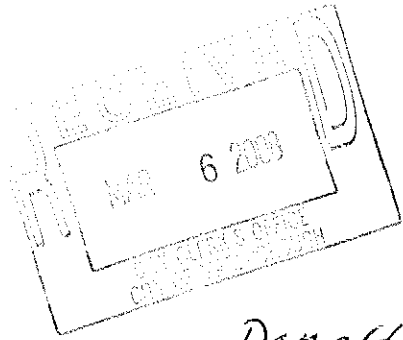
City of Marlborough
Emergency Management

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

To: Local Emergency Planning Committee
From: Donald E. Cusson
Date: September 6th, 2007
RE: Monthly meeting on September 19th, 2007 @ Central Fire Station 215 Maple Street @ 9:00 AM

1. NERAC_Evacuation Plans submitted to the Metropolitan Area Planning Council.
2. Up-grade of our R-911 system took place at the end of July, with glitch when we went to use it.
3. Mass-call used for mosquito spraying with Positive testing of West Nile Virus in the Lock Drive area, 9,000 calls. Two calls sent out.
4. Looking to enhance the system by 12 lines for better calling capacity.
5. Competitive Equipment Grant Program, application sent in, \$3,000.00 worth.
6. Board of Health trailer received and stored @ Fire Station for the MRC.
7. Date set for Fluc shot distribution in one of our designated "Emergency Dispensing Sites", the Middle School, with a walk-thru on November 10th and dispensing on November 11th.
8. Fire Department setting up the MDU unit @ Rohm and Hass on this day September 19th, 2007 for their drill and getting familiar with the unit.
9. Emergency Action Plans for Ft Meadow and Lake Williams in final stages, Thanks to Thomas Cullen Jr. P.E. City Engineer and Assistant Commissioner.
10. Classes for CPR, First Aide, AED, and ICS 300 forth coming with dates. Also training going on for the Fire Department on Pump Operations and Driver Training.
11. Wireless still on hold.
12. Anything from any member to be brought up.



147

Z.E.P.C

9-19-07

Donald Casson
 BARRY LUFTIG
 John Houghton
 Marc Vaillette
 Douglas Rowe
 Doran Crouse
 Karen Kistky
 JEFF JOAQUIM
 David Polench
 Tim Naze
 Paul Valianti
 ERIC WILLIAMS
 BOB LANDRY
 Paul Valianti

EMT
 RESIDENT
 Red Cross
 Rdhm Haag
 CHAMBER
 DPW
 Mayor's Office
 CYTYC
 Hosp
 Police
 Police
 I-PR + MacI EMA
 BOH
 Police