

# CITY OF MARLBOROUGH MEETING POSTING

Meeting Name: City Council Veterans Affairs Committee

Date: February 18, 2021

Time: 6:15 PM

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

RECEIVED  
CITY CLERK'S OFFICE  
CITY OF MARLBOROUGH

2021 FEB 11 P 3:46

This meeting will be held virtually with Councilors attending in person and/or remotely. **NO PUBLIC ATTENDANCE WILL BE PERMITTED.** This meeting will be televised on WMCT-TV (Comcast Channel 8 or Verizon/Fios Channel 34) or you can view the meeting using the link under the Meeting Videos tab on the city website ([www.marlborough-ma.gov](http://www.marlborough-ma.gov)).

Order No.21-1008182: Communication from Mayor Vigeant requesting renewal of intermunicipal agreement between the City of Marlborough and the Town of Sudbury for Veterans' services, pursuant to MGL c.40, s4A and MGL c.115 s.10, agreement in proper form as prepared by City Solicitor Grossfield

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

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

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



## IN CITY COUNCIL

Marlborough, Mass., JANUARY 25, 2021

### ORDERED:

Pursuant to MGL c. 40 §4A and MGL c. 115 §10, the Mayor is authorized to enter into an inter-municipal agreement ("IMA") relative to the "Marlborough-Sudbury Regional Veterans' District", to continue to enable the Director of the Marlborough Veterans' Services Department to perform the duties of such office for Sudbury and to share the services and costs associated with doing so per attached IMA agreement, be and is herewith referred to the **VETERANS AFFAIRS COMMITTEE**.

Yea: 11 – Nay: 0

Yea: Wagner, Doucette, Dumais, Tunnera, Irish, Navin, Landers, Oram, Ossing, Perlman, & Robey.

ADOPTED

ORDER NO. 21-1008182



City of Marlborough  
Office of the Mayor

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

Arthur G. Vigeant  
MAYOR

Patricia M. Bernard  
EXECUTIVE AIDE

Michele H. O'Brien  
EXECUTIVE SECRETARY

January 21, 2020

City Council President Michael Ossing  
Marlborough City Council  
140 Main Street  
Marlborough, MA 01752

**Re: Intermunicipal Agreement with Sudbury**

Honorable President Ossing and Councilors:

I am pleased to submit for your acceptance a renewal of the intermunicipal agreement between the City of Marlborough and the Town of Sudbury for Veterans' services. We have been sharing services successfully since 2013 and wish to continue this arrangement.

Attached is the agreement and order prepared by City Solicitor Grossfield for your review.

Veterans Agent Mike Hennessy is currently serving the Sudbury population from his Marlborough office. When COVID restrictions are less limiting, he will return to Sudbury one day per week.

If you have any questions, please do not hesitate to contact me or Veterans Agent Mike Hennessy.

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosures

VETERANS  
AFFAIRS

**ORDERED:**

Pursuant to MGL c. 40, s. 4A and MGL c. 115, s 10, the Mayor is authorized to enter into an inter-municipal agreement (“IMA”) relative to the “Marlborough – Sudbury Regional Veterans’ District”, to continue to enable the Director of the Marlborough’s Veterans’ Services Department to perform the duties of such office for Sudbury and to share the services and costs associated with doing so. Attached is a copy of the proposed IMA.

ADOPTED

In City Council

Order No. 21-

Adopted

Approved by Mayor

Arthur G. Vigeant

Date:

A TRUE COPY

ATTEST:

**VETERANS' SERVICES INTER-MUNICIPAL AGREEMENT**  
**Between the City of Marlborough and the Town of Sudbury**

This inter-municipal agreement is entered into as of this \_\_\_\_ day of \_\_\_\_\_, 2021 ("Agreement") by and between the City of Marlborough ("Marlborough"), a Massachusetts municipal corporation, and the Town of Sudbury ("Sudbury"), a Massachusetts municipal corporation, collectively the "Parties".

WHEREAS, the parties previously approved the creation of a veterans' services district to enable the Director of Marlborough's Veterans' Services Department (the "Director") to perform the duties of such office for Sudbury and to share the services and costs associated with doing so by maintaining a Veterans' Services District;

WHEREAS, the parties seek to extend the inter-municipal agreement relative to said district and this agreement is entered into pursuant to MGL c. 40, s. 4A and MGL c. 115, s 10 and has been approved by the Marlborough City Council, with the approval of its Mayor and the Select Board of the Town of Sudbury;

NOW, THEREFORE, in consideration of the promises herein, the parties agree to continue and maintain the "Marlborough – Sudbury Regional Veterans' District" (the "District") in accordance with the following terms:

1. District Board. The District Board shall be maintained in accordance with MGL c. 115, s. 11, composed of the mayor or his designee of Marlborough and the Town Manager of Sudbury. The District Board shall meet no less than once a year.
2. Duties:
  - (A) This Agreement contractually enables the Director of Marlborough's Veterans' Services Department (the "Director") to perform the duties of such office for Sudbury. The Director will maintain separate accurate and comprehensive records of all services performed for Sudbury.
  - (B) Sudbury will provide for a part-time employee ("Agent/Administrative Assistant") to serve as administrative support for the District. Said employee will be an employee of the Town of Sudbury.
  - (C) The Director of Veterans Services and the Agent/Administrative Assistant will develop a schedule of available hours in each community in consultation with the Town Manager of Sudbury and the Mayor of Marlborough. The Agent will endeavor to provide time at each location affording balanced accessibility to all veterans within the municipalities. The Director and the Agent/ Administrative Assistant will have the ability to serve all qualifying veterans and their dependents in both municipalities regardless of which office they are working in on any particular day.
  - (D) The Agent/Administrative Assistant will work under the direction of the Director of Veterans Services and assist the office in carrying out relevant duties under MGL c. 115

including but not limited to the coordination of benefits to eligible applicants, the completion of local and state compliance reports, and other duties as needed.

(E) The Director shall work with local Veterans' Councils from Marlborough and Sudbury to assist the Councils in coordinating all ceremonies and parades in Marlborough and Sudbury.

(F) Sudbury recognizes the ability of the Director to utilize accrued sick/vacation time which may, from time to time, coincide with his scheduled office availability in Sudbury. Marlborough shall ensure that the Director informs Sudbury in advance of such occurrences and that he/she takes appropriate steps to ensure adequate office coverage during such absences.

3. Term: The term of this Agreement shall be for a one (1) year period from July 1, 2020 until June 30, 2021, unless terminated sooner in accordance with the provisions of Paragraph 4 of this Agreement. The term of this agreement may be extended by unanimous action by the District Board, provided that the maximum term of this Agreement, including any extensions, shall not exceed twenty-five (25) years.

4. Termination: This Agreement may be terminated upon written notice by either party effective at the commencement of the next fiscal year. Said notice shall be in writing and shall be received by the other party on or before January 1 preceding the commencement of the next fiscal year on July 1.

5. Location and Time of Services: The Director and the Agent/ Administrative Assistant shall perform their duties in offices to be provided by both Marlborough and Sudbury.

6. Cost of District Operations:

- i. The Director shall be an employee of Marlborough, and the Director's salary and benefits will be paid by Marlborough.
- ii. The Agent/Administrative Assistant shall be an employee of Sudbury, and the Agent/Administrative Assistant's salary and benefits will be paid by Sudbury.
- iii. The assessment of District expenses associated with District Operations shall be as follows:
  1. Sudbury agrees to pay to Marlborough the amount of \$867.18 per month, by check made payable to the City of Marlborough, c/o Comptroller, 140 Main Street, Marlborough, MA 01752, for the term of this Agreement.
  2. Marlborough shall provide Sudbury with periodic financial statements that shall include: accurate and comprehensive records of the services performed under this agreement; the costs incurred; and the reimbursements and contributions received. Such reports shall be compiled and distributed on a quarterly basis.
  3. The parties agree that the District Board shall annually review the assessment, and the assessment may be amended for the next fiscal year by unanimous vote of the District Board.



4. Sudbury shall be provided with notice of any amendment to the assessment by December 1 preceding commencement of the next fiscal year on July 1.
5. The parties agree said assessment is fair and equitable.
7. Distribution of Benefits to Veterans: It is understood and agreed that the distribution of benefits payments to eligible Veterans in Marlborough and Sudbury under M.G.L. c. 115 shall be paid by the respective municipality in which the eligible Veteran resides.
8. Reimbursement by Commonwealth for Benefits. In accordance with MGL c. 115, s. 6, it is understood and agreed that the seventy-five percent (75%) reimbursement of Veterans' benefits from the Commonwealth of Massachusetts will be credited to either Marlborough or Sudbury depending upon which community that Veteran resides in.
9. Indemnification: Notwithstanding the final sentence of G.L. c. 40, §4A, to the extent permitted by law, each party separately agrees to indemnify the other party, including all officials, officers, employees, agents, servants and representatives, from and against any claim arising out of the duties performed by the Director and/or Agent/Administrative Assistant pursuant to this Agreement in or on behalf of the other party for any claim of liability, loss, damages, costs and expenses for personal injury or damage to real or personal property by reason of any negligent act or omission by the Veterans' Services District, Director, and/or Agent/Administrative Assistant while performing services for the Indemnifying Municipality. This obligation shall survive termination of this Agreement.
10. Insurance: The Parties agree that each has a minimum of \$1,000,000 of liability insurance through the Massachusetts Interlocal Insurance Association (MIIA) or equivalent, and that each party is covered by insurance for this joint venture as stated in the General Liability Coverage Form MGP 001.
11. Assignment. Neither party shall assign or transfer any of its rights or interests in or to this Agreement, or delegate any of its obligations hereunder, without the prior written consent of the other.
12. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid, illegal or unenforceable, or if any such term is so held when applied to any particular circumstance, such invalidity, illegality or unenforceability shall not affect any other provision of this Agreement, or affect the application of such provision to any other circumstances, and this Agreement shall be construed and enforced as if such invalid, illegal or unenforceable provision were not contained herein.
13. Waiver. The obligations and conditions set forth in this Agreement may be waived only by a writing signed by the party waiving such obligation or condition. Forbearance or indulgence by a party shall not be construed as a waiver, nor limit the remedies that would otherwise be available to that party under this Agreement or applicable law. No waiver of any breach or default shall constitute or be deemed evidence of a waiver of any subsequent breach or default.
14. Amendment. This Agreement may be amended only by a writing signed by both parties duly authorized thereunto.

15. Governing Law. This Agreement shall be governed by and construed in accordance with the substantive laws of the Commonwealth of Massachusetts, without regard to the conflicts of law provisions thereof.

16. Headings. The paragraph headings herein are for convenience only, are no part of this Agreement and shall not affect the interpretation of this Agreement.

17. Complete Agreement. This Agreement constitutes the entire agreement between the parties concerning the subject matter hereof, superseding all prior agreements and understandings. There are no other agreements or understandings between the parties concerning the subject matter hereof. Each party acknowledges that it has not relied on any representations by the other party or by anyone acting or purporting to act for the other party or for whose actions the other party is responsible, other than the express, written representations set forth herein.

18. Notices. Any notice permitted or required hereunder to be given or served on either party by the other shall be in writing signed in the name of or on behalf of the party giving or serving the same. Notice shall be deemed to have been received at the time of actual receipt of any hand delivery or three (3) business days after the date of any properly addressed notice sent by mail as set forth below.

**FOR CITY:**

Mayor  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752

**FOR TOWN:**

Town Manager  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776

19. This District is subject to approval by the Massachusetts Department of Veterans Services, in accordance with MGL c. 115.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2021.

**CITY OF MARLBOROUGH:**

\_\_\_\_\_  
Arthur G. Vigeant, Mayor

**TOWN OF SUDBURY:**

\_\_\_\_\_  
Henry L. Hayes, Jr., Town Manager





## IN CITY COUNCIL

Marlborough, Mass.,

JUNE 20, 2016

PAGE 1

ORDERED:

**Suspension of the Rules requested – granted**

### **VETERANS' SERVICES INTERMUNICIPAL AGREEMENT Between the City of Marlborough and the Town of Sudbury**

Pursuant to M.G.L. c. 115, § 10, this Intermunicipal Agreement, approved by the Marlborough City Council and the Selectmen of the Town of Sudbury (the "Parties"), establishes the Marlborough – Sudbury Regional Veterans' District (the "District") and is hereby entered into and is effective from the 1st day of July, 2016 by and between the City of Marlborough ("Marlborough" or the "City of Marlborough") and the Town of Sudbury ("Sudbury" or the "Town of Sudbury") in accordance with the following terms:

1. Purpose and Duties:

(A) This Agreement contractually enables the Director of Marlborough's Veterans' Services Department (the "Director") to perform the duties of the Veterans' Agent for Sudbury. The Director will maintain separate, accurate, and comprehensive records for all services performed for Sudbury.

(B) Sudbury will provide a part-time employee ("Agent/Administrative Assistant") to serve as administrative support for the District. Said employee will be an employee of Sudbury.

(C) The Director and the Agent/Administrative Assistant will develop, in consultation with the Town Manager of Sudbury and the Mayor of Marlborough, a schedule of available hours in each municipality. The Director and the Agent/ Administrative Assistant shall serve all qualifying Veterans and their dependents in both municipalities, regardless of which office they are working in on any particular day.

D) The Agent/Administrative Assistant will work under the direction of the Director and assist the office in carrying out relevant duties, including but not limited to the coordination of benefits to eligible applicants, the completion of local and state compliance reports, and other duties as needed.

(E) Sudbury agrees that the Director may utilize his accrued sick and vacation time which may, from time to time, coincide with his scheduled office availability in Sudbury. The Director shall inform Sudbury in advance of such occurrences, and ensure adequate office coverage during his absences.



## IN CITY COUNCIL

Marlborough, Mass.,

JUNE 20, 2016

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ORDERED:

2. Term: The term of this Agreement shall be for one year, effective July 1, 2016 and continuing until the end of the fiscal year on June 30, 2017, said term to be renewed annually upon the approval of the District Board. Pursuant to M.G.L. c. 115, § 10, the Town of Sudbury and the City of Marlborough may withdraw from this agreement if such withdrawal is voted not less than sixty (60) days prior to the end of the fiscal year and notice of such vote is filed with the other municipality comprising the District.
3. Location and Time of Services: The Director and the Agent/Administrative Assistant shall perform their duties in offices to be provided by both Marlborough and Sudbury.
4. Salary and Benefits: The Director shall be an employee of Marlborough, and his salary and benefits will be paid by the City of Marlborough. Sudbury agrees to pay to Marlborough the amount of \$833.50 per month, by check made payable to the City of Marlborough, c/o Comptroller, 140 Main Street, Marlborough, MA 01752, for the duration of this Agreement.
5. Distribution of Benefits to Veterans: It is understood and agreed that the distribution of benefits payments to eligible Veterans in Marlborough and Sudbury under M.G.L. c. 115 shall be paid by the respective municipality in which the eligible Veteran resides.
6. Indemnification and Insurance: Pursuant to M.G.L. c. 40, § 4A, Marlborough and Sudbury shall not be exempt from liability for their obligations under this Agreement. The Parties acknowledge that each has a minimum of \$1,000,000 of liability insurance through the Massachusetts Interlocal Insurance Association (MIIA), and that each part is covered by insurance for this joint venture as stated in the General Liability Coverage Form MGP 001.
7. Amendments: The Agreement may be amended or modified only by a written instrument signed by both Parties.
8. Notice: Until changed by notice in the manner specified above, for purposes of this paragraph the addresses and telephone numbers of the Parties to this Agreement shall be:



## IN CITY COUNCIL

Marlborough, Mass.,

JUNE 20, 2016

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### ORDERED:

#### FOR THE CITY OF MARLBOROUGH

Arthur G. Vigeant, Mayor  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752  
Telephone: (508) 460-3770

#### FOR THE TOWN OF SUDBURY:

Melissa Murphy-Rodrigues, Town Manager  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776  
Telephone: (978) 639-3381

9. The Parties understand and agree that reimbursement by the Commonwealth of Massachusetts of an eligible Veteran's benefits, as provided under M.G.L. c. 115, § 6, which reimbursement as of the date of this Agreement is seventy-five percent (75%), shall be credited to either Marlborough or Sudbury depending upon the respective municipality in which the eligible Veteran resides.

10. Upon execution of this Agreement, Marlborough and Sudbury shall create a District Board pursuant to M.G.L. c. 115 § 11, with all of the duties and authorities thereunder. Said District Board shall be comprised of one representative from Marlborough and one representative from Sudbury, and shall meet no less than once every calendar year.

11. The Director shall assist local Veterans' Councils from Marlborough and Sudbury with the coordination of all ceremonies and parades in which the local Veterans' Councils participate.

12. In accordance with 108 CMR 12.02, the District is subject to approval by the Massachusetts Department of Veterans Services, which approval shall be expeditiously sought by the Parties upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2016.

City of Marlborough:

Town of Sudbury:

\_\_\_\_\_  
Arthur G. Vigeant, Mayor

\_\_\_\_\_  
Melissa Murphy-Rodrigues, Town Manager

ADOPTED  
In City Council  
Order No. 16-1006514A

Approved by Mayor  
Arthur G. Vigeant  
Date: June 27, 2016

TRUE COPY

ATTEST:

*[Signature]*  
City Clerk



## IN CITY COUNCIL

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

APRIL 4, 2016

ORDERED:

That the updated Agreement with the Town of Sudbury to continue operating the Marlborough-Sudbury Veterans District, be and is herewith refer to **OPERATIONS AND OVERSIGHT COMMITTEE**.

ADOPTED

ORDER NO. 16-1006514  
X14-1005782A  
X13-1005349B





*City of Marlborough*  
*Office of the Mayor*

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

*Arthur G. Vigeant*  
MAYOR

*Nicholas J. Milano*  
EXECUTIVE AIDE

*Patricia Bernard*  
EXECUTIVE SECRETARY

March 31, 2016

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

**Re: Marlborough – Sudbury Veterans District**

Honorable President Clancy and Councilors:

Enclosed for your review and approval is an updated agreement with the Town of Sudbury to continue operating our regional Veterans District.

In Fiscal Year 2014, the City of Marlborough and Sudbury created the Marlborough – Sudbury Regional Veterans District and, over the course of the past few years, this partnership has proven successful and beneficial to both communities. It has allowed us to maximize our resources while providing enhanced coverage for both communities. Much of this success can be attributed to Veteran's Service Director Gary Brown, whose dedication to aiding our service members is unparalleled.

The change from previous agreements is that the agreement may be extended annually upon approval of the District Board, comprised of me, or my designee, and a representative from the Town of Sudbury. Either municipality may choose to dissolve the Veterans District by a vote of their legislative body and appropriate notice, but this change means the process to renew the agreement is more streamlined. Any future changes to the agreement, however, will be sent to you for approval.

I respectfully seek your authorization to sign this agreement with the Town of Sudbury.

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

Sincerely,

Arthur G. Vigeant  
Mayor

Enclosure

**VETERANS' SERVICES INTERMUNICIPAL AGREEMENT**  
**Between the City of Marlborough and the Town of Sudbury**

Pursuant to M.G.L. c. 115, § 10, this Intermunicipal Agreement, approved by the Marlborough City Council and the Selectmen of the Town of Sudbury (the "Parties"), establishes the Marlborough – Sudbury Regional Veterans' District (the "District") and is hereby entered into and is effective from the 1st day of July, 2016 by and between the City of Marlborough ("Marlborough" or the "City of Marlborough") and the Town of Sudbury ("Sudbury" or the "Town of Sudbury") in accordance with the following terms:

1. Purpose and Duties:

(A) This Agreement contractually enables the Director of Marlborough's Veterans' Services Department (the "Director") to perform the duties of the Veterans' Agent for Sudbury. The Director will maintain separate, accurate, and comprehensive records for all services performed for Sudbury.

(B) Sudbury will provide a part-time employee ("Agent/Administrative Assistant") to serve as administrative support for the District. Said employee will be an employee of Sudbury.

(C) The Director and the Agent/Administrative Assistant will develop, in consultation with the Town Manager of Sudbury and the Mayor of Marlborough, a schedule of available hours in each municipality. The Director and the Agent/ Administrative Assistant shall serve all qualifying Veterans and their dependents in both municipalities, regardless of which office they are working in on any particular day.

(D) The Agent/Administrative Assistant will work under the direction of the Director and assist the office in carrying out relevant duties, including but not limited to the coordination of benefits to eligible applicants, the completion of local and state compliance reports, and other duties as needed.

(E) Sudbury agrees that the Director may utilize his accrued sick and vacation time which may, from time to time, coincide with his scheduled office availability in Sudbury. The Director shall inform Sudbury in advance of such occurrences, and ensure adequate office coverage during his absences.

2. Term: The term of this Agreement shall be for one year, effective July 1, 2016 and continuing until the end of the fiscal year on June 30, 2017, said term to be renewed annually upon the approval of the District Board. Pursuant to M.G.L. c. 115, § 10, the Town of Sudbury and the City of Marlborough may withdraw from this agreement if such withdrawal is voted not less than sixty (60) days prior to the end of the fiscal year and notice of such vote is filed with the other municipality comprising the District.
3. Location and Time of Services: The Director and the Agent/Administrative Assistant shall perform their duties in offices to be provided by both Marlborough and Sudbury.
4. Salary and Benefits: The Director shall be an employee of Marlborough, and his salary and benefits will be paid by the City of Marlborough. Sudbury agrees to pay to Marlborough the amount of \$833.50 per month, by check made payable to the City of Marlborough, c/o Comptroller, 140 Main Street, Marlborough, MA 01752, for the duration of this Agreement.
5. Distribution of Benefits to Veterans: It is understood and agreed that the distribution of benefits payments to eligible Veterans in Marlborough and Sudbury under M.G.L. c. 115 shall be paid by the respective municipality in which the eligible Veteran resides.



6. Indemnification and Insurance: Pursuant to M.G.L. c. 40, § 4A, Marlborough and Sudbury shall not be exempt from liability for their obligations under this Agreement. The Parties acknowledge that each has a minimum of \$1,000,000 of liability insurance through the Massachusetts Interlocal Insurance Association (MIIA), and that each part is covered by insurance for this joint venture as stated in the General Liability Coverage Form MGP 001.
7. Amendments: The Agreement may be amended or modified only by a written instrument signed by both Parties.
8. Notice: Until changed by notice in the manner specified above, for purposes of this paragraph the addresses and telephone numbers of the Parties to this Agreement shall be:

**FOR THE CITY OF MARLBOROUGH**

Arthur G. Vigeant, Mayor  
City of Marlborough  
140 Main Street  
Marlborough, MA 01752  
Telephone: (508) 460-3770

**FOR THE TOWN OF SUDBURY:**

Melissa Murphy-Rodrigues, Town Manager  
Town of Sudbury  
278 Old Sudbury Road  
Sudbury, MA 01776  
Telephone: (978) 639-3381

9. The Parties understand and agree that reimbursement by the Commonwealth of Massachusetts of an eligible Veteran's benefits, as provided under M.G.L. c. 115, § 6, which reimbursement as of the date of this Agreement is seventy-five percent (75%), shall be credited to either Marlborough or Sudbury depending upon the respective municipality in which the eligible Veteran resides.
10. Upon execution of this Agreement, Marlborough and Sudbury shall create a District Board pursuant to M.G.L. c. 115 § 11, with all of the duties and authorities thereunder. Said District Board shall be comprised of one representative from Marlborough and one representative from Sudbury, and shall meet no less than once every calendar year.
11. The Director shall assist local Veterans' Councils from Marlborough and Sudbury with the coordination of all ceremonies and parades in which the local Veterans' Councils participate.
12. In accordance with 108 CMR 12.02, the District is subject to approval by the Massachusetts Department of Veterans Services, which approval shall be expeditiously sought by the Parties upon execution of this Agreement.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_ day of \_\_\_\_\_, 2016.

City of Marlborough:

Town of Sudbury:

\_\_\_\_\_  
Arthur G. Vigeant, Mayor

\_\_\_\_\_  
Melissa Murphy-Rodrigues, Town Manager